

# Resettlement and Indigenous Peoples Plan

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January 2019

## IND: Chhattisgarh Road Connectivity Project

Upgrading of the Existing State Highway Section of Chhura to Rajim (Package A - 02)

Prepared by Public Works Department, Government of Chhattisgarh for the Asian Development Bank.

## **CURRENCY EQUIVALENTS**

(as of 30 September 2018)

Currency unit	–	Indian rupees (₹)
₹1.00	=	\$0.014
\$1.00	=	₹73.50

## **ABBREVIATIONS**

ADB	Asian Development Bank
AP	Affected Person
ARO	Assistant Resettlement Officer
AE	Assistant Engineer
BPL	Below Poverty Line
BSR	Basic Schedule of Rates
CAP	Corrective Action Plan
CPR	Common Property Resources
CG	Chhattisgarh
CSRCP	Chhattisgarh State Road Connectivity Project
DC	District Collector
DLAO	District Land Acquisition Officer
DP	Displaced Person
DH	Displaced Household
DPR	Detailed Project Report
EA	Executing Agency
EE	Executive Engineer
FGD	Focus Group Discussion
FHH	Female Headed Household
GOI	Government of India
GOC	Government of Chhattisgarh
GRC	Grievance Redress Cell
GRM	Grievance Redress Mechanism
HH	Household
IP	Indigenous People
IPP	Indigenous People Plan
IR	Involuntary Resettlement
LA	Land Acquisition
LAA	Land Acquisition Act
LAP	Land Acquisition Plan
LAR	Land Acquisition and Resettlement
LVC	Land Valuation Committee
M&E	Monitoring and Evaluation
MAW	Minimum Agricultural Wage
NGO	Non-Government Organization

NTH	Non-Titled Holder
OBC	Other Backward Classes
PD	Project Director
PIU	Project Implementation Unit
PMC	Project Management Cell
PWD	Public Works Department
R&R	Resettlement & Rehabilitation
RFCTLARR	Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act
RO	Resettlement Officer
ROW	Right of Way
RP	Resettlement Plan
SC	Schedule Caste
SES	Socio Economic Survey
SIA	Social Impact Assessment
SPS	Safeguard Policy Statement
ST	Schedule Tribe
TH	Titled Holder
TOR	Terms of References

### **NOTES**

- (i) The fiscal year (FY) of the Government of India and its agencies ends on 31 March. "FY" before a calendar year denotes the year in which the fiscal year ends, e.g., FY2018 ends on 31 March 2018.
- (ii) In this report, "\$" refers to US dollars.

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## EXECUTIVE SUMMARY

### A. Project Description

1. The Public Works Department (PWD), Government of Chhattisgarh (GoC) is implementing the Chhattisgarh State Road Connectivity Project (CSRCP) by rehabilitation and upgradation of State Highways (SH) and Major District Roads (MDR) across the state. The GoC is applying loan from Asian Development Bank (ADB) for development, improvement and rehabilitation of 25 numbers of roads having total length of approximately 870 kms across the state proposed under CSRCP.

2. The subproject road Chhura to Rajim Road under package A 2 is located in the district of Gariyaband and the two extreme points for the package under consideration are Chhura and Rajim. The length of the subproject road is 43.162 kilometers. The project aims to provide smooth traffic movement for the escalating traffic and enhance capacity and improved services to alleviate the likely capacity constraints to be generated after the future development in the region. The project on its implementation would increase the physical infrastructure and boost the economic growth in the region.

3. This Resettlement Plan (RP) has been prepared in compliance with the applicable State Government, Government of India, and ADB policy and legal framework. This project is considered as Category A<sup>1</sup> for Involuntary Resettlement (IR) as per ADB's Safeguard Policy Statement (SPS) 2009.

### B. Scope of Land Acquisition and Resettlement

4. As per the technical design, the roadway width proposed for 2-lane carriageway with paved shoulder varying from 12 to 16 meters. The existing Right of Way, as per the government records, is 16-24 meters except in the land acquisition section. The proposed centreline is designed such that minimum land acquisition is required. However, for geometry improvement, junction and bus lay at different locations some amount of private land acquisition is envisaged in the subproject. The project impact assessed through project census survey includes loss of private land, loss of non-land assets and loss of livelihoods. As per survey findings, 0.3523 hectares of private land and 781 structures owned by 520 households will be affected. The affected households includes 36 titleholders and 484 non-titleholders i.e. encroachers and squatters. A full census survey was carried out to identify the persons who would be displaced by the project. The summary findings are presented in the following Table.

**Table 1: Summary Project Impacts**

Sl. No.	Impacts	Number
1	Area of private land to be acquired (in Hectare)	0.3523

<sup>1</sup>According to ADB Safeguard Policy Statement (SPS-2009), Involuntary Resettlement Category A: Significant means 200 or more affected people will experience major impacts, which are defined as (i) being physically displaced from housing, or (ii) losing 10% or more of their productive assets (income generating). Involuntary Resettlement Category B: Not Significant include involuntary resettlement impacts that are not deemed significant as per the ADB Operational manual Involuntary Resettlement Category C: No involuntary resettlement impacts. A resettlement plan is required in case of both category A and B project.

Sl. No.	Impacts	Number
2	Total number of private structures affected	781
3	Total number of displaced households	520
4	Total number of displaced persons	2953
5	Total number of economically displaced households	313
6	Total number of physically displaced households	207
7	Total number of vulnerable households displaced	485

### C. Socioeconomic Information and Profile

5. The social stratification of the project area shows the dominance of other backward classes (OBC) population with 382 (73.5%) households. There are 2953 affected persons in total, which includes 1591(53.8%) male and 1362 (46.2%) female. The average household size is 5.7 and the sex ratio among DPs is 856. According to project census survey, there are 485 vulnerable households affected by the project. The educational status of DPs reveals that 8.8% DPs are still illiterate in the project area. There are 62 scheduled tribe (ST) households those will also be affected by the project.

### D. Stakeholders Consultation and Participation

6. Public consultations were conducted at 3 locations attended by 43 participants in the project to ensure people's participation during the project census survey. During, female related issues like education, health facility, transportation, source of income, marriage etc were discussed. Aiming at promotion of public understanding and fruitful solutions of developmental problems such as local needs and problem and prospects of resettlement, various sections of DPs and other stakeholders were consulted through focus group discussions and individual interviews. Several additional rounds of consultations with DPs and communities will form part of the further stages of project preparation and implementation. The implementing NGO will be entrusted with the task of conducting these consultations during RP implementation, which will involve disclosure on compensation, assistance options, and entitlement package and income restoration measures suggested for the project.

7. To keep more transparency in planning and for further active involvement of DPs and other stakeholders, the project information will be disseminated through disclosure of resettlement planning documents. The EA will provide relevant resettlement information, including information from the above mentioned documents in a timely manner, in an accessible place and in a form and language(s) understandable to displaced persons and other stakeholders.

### E. Legal Framework

8. The legal framework and principles adopted for addressing resettlement issues in the Project have been guided by the existing legislation and policies of the GoI, the GoC and ADB. Prior to the preparation of the RP, a detailed analysis of the existing national and state policies was undertaken and an entitlement matrix has been prepared for the project. This RP is prepared based on the review and analysis of all applicable legal and policy frameworks of the country and ADB policy requirements. The gaps between the policies have been identified and addressed to ensure that the RP adheres to the SPS (2009) requirements.



9. All compensation and other assistances will be paid to all DPs prior to commencement of civil works. After payment of compensation, DPs would be allowed to take away the materials salvaged from their dismantled houses and shops and no charges will be levied upon them for the same. The value of salvaged materials will not be deducted from the overall compensation amount due to the DPs. A notice to that effect will be issued intimating that DPs can take away the materials.

#### **F. Entitlements, Assistance and Benefits**

10. The cut-off date for titleholder will be the date of notification under Section 11 of the RFCTLARR Act, 2013. For non-titleholders, the cut-off date will be the end of the census survey which is 28 February 2018. The structures affected under the project will be compensated at replacement cost. DPs who settle in the affected areas after the 28 February 2018 will not be eligible for compensation. They, however, will be given sufficient advance notice, requested to vacate premises and dismantle affected structures prior to project implementation. Their dismantled structures materials will not be confiscated, and they will not pay any fine or suffer any sanction.

#### **G. Relocation of Housing and Settlements**

11. The EA will compensate for loss of land and non-land assets to the titleholders and for the loss of assets other than land, such as dwellings, and also for other improvements to the land to the non-titleholders, at full replacement cost. The entitlements to the non-titleholders will be given only if they occupied the land or structures in the project area prior to the cut-off date.

#### **H. Income Restoration and Rehabilitation**

12. The project impact reveals that due to loss of land and commercial structures, 235 households are losing their livelihood under the project. The entitlement proposed for the project has adequate provisions for restoration of livelihood of the affected communities. To restore and enhance the economic conditions of the DPs, certain income generation and income restoration programs are incorporated in the RP. To begin with, providing employment to the local people during the construction phase will enable them to benefit from the project, reduce size of intrusive work forces and keep more of the resources spent, on the project, in the local economy. It will also give the local communities a greater stake and sense of ownership in the project.

#### **I. Resettlement Budget and Financing Plan**

13. The resettlement cost estimate for this project includes eligible compensation, resettlement assistance and support cost for RP implementation. The support cost, which includes staffing requirement, monitoring and reporting, involvement of NGO in project implementation and other administrative expenses are part of the overall project cost. Contingency provisions have also been made to take into account variations from this estimate. The total budget for the proposed project RP is INR 118.54 Million.

#### **J. Grievance Redressal Mechanism**

14. A Grievance Redressal Committee (GRC) will be established at the district level with the primary objective of providing a mechanism to mediate conflict and cut down on lengthy

litigation. It will also provide people, who might have objections or concerns about their assistance, a public forum to raise their objections and through conflict resolution, address these issues adequately. The GRC will be headed by the District Collector (DC) or his designated representative. The GRC will have representative from the PIU, representative of DPs, particularly of vulnerable DPs, local government representative, representative of local NGOs and other interest groups as felt necessary. All Grievances will be routed through the NGO/ PIU/ local self Govt. to the GRC. The implementing NGO will act as a facilitator to the GRC. However, an aggrieved person will have access to the country's judiciary at any stage of the project level grievance redress process.

## **K. Institutional Arrangement**

15. The Executing Agency (EA) for the Project is PWD, Government of Chhattisgarh. The existing PWD has already set up a Project Implementation Unit (PIU) headed by a Project Director (PD) assisted by Deputy General Manager and Resettlement Officer. This office will be functional for the whole Project duration. The PIU will hire an NGO for supporting it in implementation of R&R activities. The staffs at the PIU level will be provided with the training by the social/ resettlement specialist of the Project Management Consultant (PMC) for implementation of the RP. Many of the PWD staffs are already having prior experience of implementing RP under previous projects and further to enhance their capacity, training/ workshop will be conducted under the project involving other implementing support agencies.

## **L. Implementation Schedule**

16. Implementation of RP mainly consists of compensation to be paid for affected structures and rehabilitation and resettlement activities. The time for implementation of resettlement plan will be scheduled as per the overall project implementation. The civil works contract for each project will only be awarded after all compensation and relocation has been completed for project and rehabilitation measures are in place. The proposed project R&R activities are divided in to three broad categories based on the stages of work and process of implementation, as follows:

- (i) Project Preparation phase
- (ii) RP Implementation phase, and
- (iii) Monitoring and Reporting phase.

## **M. Monitoring and Reporting**

17. RP implementation for the project by the NGO will be closely monitored by the EA. Keeping in view the significance of resettlement impacts of the overall project, the monitoring mechanism for this project will have both internal monitoring by PIU and external monitoring. PIU, responsible for supervision and implementation of the RP, will prepare monthly progress reports on resettlement activities and submit to PIU. PIU will submit semi-annual RP monitoring reports to ADB. The Social Expert of PMC, who is responsible for external monitoring of the RP implementation, will submit a semi-annual review report to EA and ADB to determine whether resettlement goals have been achieved, more importantly whether livelihoods and living standards have been restored/ enhanced and suggest suitable recommendations for improvement.

## I. INTRODUCTION

### A. Background

1. Chhattisgarh is a developing state in India with a large population that is based out of villages and supports various small-scale industries, agriculture etc. Transportation becomes an important aspect in the development of the state, as proper facilities are not available in remote parts of the state. Transportation gives the ease of expanding the small scale industries by connecting them to the major cities in the state, better health facilities become easily accessible, improved agriculture based products amongst others. With the same motive the GoC, through the PWD has taken up the task of improving the road connectivity of villages of the state under the Chhattisgarh State Road Connectivity Project.

2. Public Works Department, Government of Chhattisgarh is engaged in rehabilitation and upgradation of State Highways (SH) and Major District Roads (MDR) across the state under the aegis of Chhattisgarh State Road Connectivity Project (CSRCP). The GoC` is applying for a loan from Asian Development Bank (ADB) for development, improvement and rehabilitation of 25 numbers of roads having total length of approximately 870 kms across the state. These roads are grouped in three groups in the view of administrative suitability for Preparation of Detailed Project Report for rehabilitation and upgradation of Roads in Chhattisgarh State. Group wise length and number of roads are tabulated as below.

**Table 2: Project Package Details**

Sl. No.	Name of the Group	Number of Roads	Total Length in KM
1	Group A	7	291.748
2	Group B	10	340.246
3	Group C	8	237.656
	<b>Total</b>	<b>25</b>	<b>869.650</b>

Source: Detailed Project Report

3. PWD, has prepared DPRs for the roads coming under the CSRCP by hiring a detailed design Consultant. The roads covered under Group A are mentioned in following table.

**Table 3: Roads Covered in Group A**

Pkg No.	Districts	Name of Road	Class of the Road	Approximate length as per ToR (Km)	Design Length (Km)
1	Raipur/Dhamtari	Tikarapara Sejbahar Semara Bhakhara Dhamtari Road (Old Dhamtari Road)	MDR	61.40	54.682
2	Gariyaband	Chhura Rajim Road Vhaya Tarrighat Road	MDR	45.00	43.162

Pkg No.	Districts	Name of Road	Class of the Road	Approximate length as per ToR (Km)	Design Length (Km)
3	Gariyaband	Panduka Jatmay Ghatarani Gaydbari Mudeli Mudagaon Road (Chhura Fingeshwar Road)	MDR	40.00	37.695
4	Mahasamund	Dewari Saldih Gadfuljhar Toshgaon Toresingha Road	MDR	47.00	42.616
5	Raipur/Balodabazar/Mahasamund	Ghotiya Palari Vatgan Ghirpuri Chikhali Samoda Achhola Tumgaon Road	MDR	40.00	43.929
6	Mahasamund	Lambar Bodesara Birkol Singhora Road	MDR	40.00	39.99
7	Balodabazar	Nipaniya Latuva Balodabazar Road	MDR	29.00	29.674
		<b>Total</b>		<b>302.40</b>	<b>291.748</b>

Source: Detailed Project Report

4. The subproject road (A-2) is one of the prioritized roads in the CSRCP, which spans for a total length of 43.162 km. The road falls in the district of Gariyaband and involves private land acquisition. The road starts at Chhura and runs up to Rajim via Tarrighat crossing 19 numbers of villages on the way. **Appendix 1** lists the affected villages.

5. The subproject road aims at providing better connectivity to the villages, and proper roads to commute for the villagers. This would significantly improve the health care system for the villagers as better medical centers become easily accessible.

6. The Resettlement Plan for the subproject is based on 100% census survey carried out in the affected area. The RP complies with the RFCTLARRA, 2013 (the regulating law of India) as well as the ADB SPS, 2009.

7. The sub project road is an important and only connectivity between Rajim town and Chhura nagar panchayat of district Gariyaband. The project stretch starts from Chhura, nagar panchayat in the Gariyaband district of Chhattisgarh State and connects to Rajim, Town in the Gariyaband district of Chhattisgarh. In initial stretch from Chhura bus stand, road starts through settlement area of Chhura village and passes through agriculture belt & forest belt near madeli. The road continues to pass through various settlements like Tungaon, Lohghar, Khairjhitti, Madeli, Boirgaon, Paktiya, Junwani, Jamahi, Chhueha, Kundel, Tarrighat, Ravinagar, Kaundkera, Bhaisatara, Beltukri, Patharra, Navin Patheri and ends at bhakti mata chowk adjoining with the Rajim-Gariyaband Road (NH130C) in Rajim.

Figure 1: Index Map of Project Road



## B. General Profile

8. **Gariaband District** is one of the nine new districts formed in Chhattisgarh, carved out of Raipur district and has its headquarters at Gariaband town. Dhamtari and Mahasamund are the neighbour districts. The district covers an area of 5822.861 sqkm. is full of natural resources. "Pairy" and "Sodhur" river flows north from here and makes "Triveni Sangam" Rajim together. Gariyaband district is a Forest Landscape area. Farming is wide across the district, 49.56% area of farms in the district is irrigated. 50.41% area of district is covered by forest. The Following type of forests are in Gariaband district Teak Forest (Sagon Van) - 0.37% Saal Forest (Saal Van) - 22.66% Mixed forest - 54.51% Other forest - 22.46%.

## C. Minimization of Impact

9. Adequate attention has been given during the feasibility and detailed design phases of the project preparation to minimize the adverse impact on land acquisition and resettlement. However, technical and engineering constraints were one of the major concerns during exploration of various alternatives, especially in relations to road safety and decreasing congestion in key sections.

10. The inventory data and typical cross-sections formed the basis of determining the widening requirement. Based on this information along with presence of buildings, trees, utility

services along the project road, the centerline of the alignment is designed so as to cause minimum disturbance to existing features. The existing RoW (16-24 mt), which has been confirmed with the Revenue Department and physically verified on ground, is considered sufficient in various parts of the project road for the proposed widening and improvement. However, to minimize the resettlement impacts it was proposed to limit the civil works between 12 to 16 meters. The existing RoW has been confirmed with the Revenue Department and cross verified on ground.

11. As per the initial social impact assessment based on preliminary design, more than 700 households were identified to be affected. However, by restricting the corridor of impact, the resettlement impact was minimized to 520 households.

#### **D. Scope of the Resettlement Plan (RP)**

12. The aim of this RP is to

- (i) mitigate all unavoidable negative impacts caused due to the project;
- (ii) resettle the displaced persons; and
- (iii) restore their livelihoods.

13. This RP has been prepared on the basis of project census survey findings and consultation with various stakeholders. The plan complies with ADB SPS, 2009 that is designed by ADB to protect the rights of displaced persons and communities. The issues identified and addressed in this document are as follows:

- (i) Type and extent of loss of land and non-land assets, loss of livelihood, loss of common property resources and social infrastructure;
- (ii) Impacts on indigenous people, vulnerable groups like poor, women and other disadvantaged sections of society
- (iii) Public consultation and people's participation in the project;
- (iv) Existing legal and administrative framework and formulation of resettlement policy for the project;
- (v) Preparation of entitlement matrix, formulation of relocation strategy and restoration of businesses/ income;
- (vi) R&R cost estimate including provision for fund and;
- (vii) Institutional framework for the implementation of the plan, including grievance redress mechanism, monitoring and reporting.

## II. SCOPE OF LAND ACQUISITION AND RESETTLEMENT (LAR)

### A. Methodology for Assessment of LAR Impacts

14. An identification survey of displaced persons was carried out by DPR Consultant, to identify the displaced persons and generate an inventory of losses, as well as a socio-economic profile of the sub-project displaced person. The identification was based on detail measurement survey based on final engineering drawing. In addition, their perceptions about the subproject, rehabilitation and resettlement options were ascertained. The identification was carried out in the month of February 2018. The cutoff date for non-titled persons shall be 28<sup>th</sup> February 2018 and for titled persons the date of Section-11 of RFCTLARR Act, 2013.

15. The Project census survey of all DPs, undertaken by a team of trained social research surveyors. The key methods employed were:

- (i) Marking and measurement of affected land and structures as per the engineering design;
- (ii) Interviews of individual households with structured questionnaires;
- (iii) Small group consultations, key informant interviews and focus group discussions with displaced persons and other stakeholders, including men, women, vulnerable groups, shopkeepers, revenue officials and property dealers. The questionnaire is appended as Appendix 2.

16. The following section presents and discusses the findings of the resettlement identification survey for the project road.

### B. Displaced Households and Persons

17. A total of 520 households with 2953 persons are affected by the project either by land and/or other assets as presented in Table 4. Among these 520 households, 313 households (HH) are physically displaced and 207 HH are economically displaced. There are 485 vulnerable households, being affected under the subproject.

**Table 4: Displaced Households and Persons**

Type of Displaced Household & Persons	No. of Household	No. of Person	%
<b>Total No. of Displaced Households (DH)</b>	<b>520</b>	<b>2953</b>	<b>100</b>
No of Physically displaced Households	313	1777	60.2
No of Economically displaced Households	207	1175	39.8
<b>Total No. of Vulnerable Households</b>	<b>485</b>	<b>2756</b>	<b>100</b>
Poor (BPL)	255	1438	52.57
Female Headed	24	126	4.94
Scheduled Tribe (ST)	62	362	12.78
Scheduled Caste (SC)	29	175	5.97
Elderly	16	103	3.29
NTH	99	350	20.41

Type of Displaced Household & Persons	No. of Household	No. of Person	%
<b>Loss of Livelihood</b>	235		
Loss of Agricultural Land	35	201	14.9
Loss of Business by Commercial Structures	163	926	69.4
Loss of Business by Resi +Commercial Structures	37	210	15.7

Source: Primary Survey, 2018

## C. Inventory of Losses

### 1. Impact on Land

18. The area of private land acquired for the project is 0.3523 hectare which is spread in 2 villages out of 19 affected villages. The entire area of land is used for agricultural purposes with mono cropping (rein fed cropping) affecting a total of 35 households. The details of land acquisition and impacts are summarized in Table 5.

**Table 5: Land Acquisition and Impact**

LA Details	Area
Agricultural Land	0.3523
Number of HH	35

Source: Primary Survey, 2018

19. The Analysis of impact of the project on the land shows that among the 36 displaced households, 21 (61.1%) households will lose less than 10% of their productive land and 14 (38.9%) households will lose more than 10% of their productive land. Table 6 presents the details. There are 29 vulnerable families, as outlined in Table 6, of which 19 (65.5%) lose less than 10% and remaining 10 (34.5%) lose more than 10% of land.

**Table 6: Proportion of plots lost among affected productive land**

Land loss (%)	Total AH		Vulnerable AH	
	No.	%	No.	%
≤10	21	61.1	19	65.5
>10	14	38.9	10	34.5
<b>Total</b>	<b>35</b>	<b>100</b>	<b>29</b>	<b>100</b>

Source: Primary Survey, 2018

### 2. Impact on Structures

20. The project road impacts a total of 520 DHs in which 485 DHs lose a total of 781 structures. Among 485 DHs, 170 DHs are losing 322 residential structures, 37 DHs are both residential and commercial structures, and 163 DHs are losing 236 commercial structures (refer **Table 7**). In addition, 115 DHs are losing 186 structures being used for other purposes under the subproject which includes toilet, boundary wall, frontage, shed etc. Under the subproject, all affected structures belong to the non-titleholders only.



**Table 7: Number of Affected Structures and Displaced Households**

Category of structure	Structures		DH	
	No.	%	No.	%
<b>Residential</b>	322	41.2	170	35.1
<b>Residential cum Commercial</b>	37	4.7	37	7.6
<b>Commercial</b>	236	30.2	163	33.6
<b>Other Structure</b>	186	23.8	115	23.7
<b>Total</b>	<b>781</b>	<b>100</b>	<b>485</b>	<b>100</b>

Source: Primary Survey, 2018

21. Table 8 provides an overview of the types of construction of affected structures. Out of 781 affected structures, 299 structures are of kutcha type, 116 structures are semi pucca type and only 366 are pucca structures. The majority of other structures are kutcha while majority of residential structures are pucca structures.

**Table 8: Type of Construction of Affected Structures**

Type	Kaccha		Semi Pucca		Pucca		Total	
Category	No.	%	No.	%	No.	%	No.	%
<b>Residential</b>	111	37.1	50	43.1	161	44.0	322	41.2
<b>Res + Com</b>	04	1.3	06	5.2	27	7.4	37	4.7
<b>Commercial</b>	54	18.1	50	43.1	132	36.1	236	30.2
<b>Other Structures</b>	130	43.5	10	8.6	46	12.6	186	23.8
<b>Total</b>	<b>299</b>	<b>100</b>	<b>116</b>	<b>100</b>	<b>366</b>	<b>100</b>	<b>781</b>	<b>100</b>

Source: Primary Survey, 2018

22. Out of total impacted structures 32 kiosks are being fully affected. All the fully affected structure are owned by squatters who will be assisted to shift back on the available RoW/public land. The main structures like houses and shops owned by encroachers are being affected partially and do not require relocation. The usage of affected structures and the magnitude of impacts are presented in table 9.

**Table 9: Magnitude of Impact and Relocation Requirement**

Usage of Structures	Number of Structures	Number of DH	Type of Impacts
House only	225	132	Partial
House + Boundary Wall	47	37	Partial
Shops only	146	106	Partial
Shops + Sheds + Counter	82	25	Partial
House + Shops	37	37	Partial
Boundary Walls only	114	85	Partial
Frontage only	98	31	Partial
Kiosks	32	32	Full
<b>Total</b>	<b>781</b>	<b>485</b>	

Source: Primary Survey, 2018.

### 3. Impacts on Livelihood

23. As per the survey, livelihood of 235 households (45.96%), of the total DH, are being impacted due to the subproject, out of this, 35 HH (14.64%) are losing their livelihood due to loss of agricultural land, 204 (85.36%) due to loss of income from business as presented in Table 10.

**Table 10: Impact on Livelihood of Displaced Households**

Type of Livelihood Loss	No. of	%
Loss of livelihood due to loss of agricultural land	35	14.9
Loss of livelihood due to loss of business	200	85.1
<b>Total</b>	<b>235</b>	<b>100</b>

Source: Primary Survey, 2018

### 4. Impact on Crops and Trees

24. During field verification 30 trees on private land were found to be impacted. Any damage to standing crops and trees during implementation will be compensated as per valuation done by the horticulture/ forest department at the time of preparation of award.

### 5. Impact on Community Property Resources (CPR)

25. A total of 95 common property resources (CPRs), either owned by government or any other institution and communities are affected (refer Table 11) under the subproject. Among these, 27 and 68 are government and community structures respectively. These CPRs will be restored or relocated among others. Detailed discussions were held with the concerned communities and panchayat representatives on relocation and rehabilitation of these assets. A list of CPRs is appended as Appendix 5.

**Table 11: Affected Common Property Resources**

Type of Structure	Number
<b>A: Government Institutional Building &amp; Assets</b>	
Govt. Building	08
Boundary walls	14
Statue with platform	02
School & School boundary walls	03
<b>Sub-total</b>	<b>27</b>
<b>B: Community Assets and Property</b>	
Water Tank	04
Yatri shed	01
Temple	29
Other	28
Haat Structure (Stalls at weekly market place)	06
<b>Sub-Total</b>	<b>68</b>
<b>Grand Total</b>	<b>95</b>

Source: Primary Survey, 2018

### III. SOCIO-ECONOMIC INFORMATION AND PROFILE

#### A. Project Area Profile

26. The subproject area falls under Gariyaband district of Chhattisgarh state. Table 12 below presents the key socio-demographic data of the State and the subproject district of Gariyaband through which the subproject traverses.

**Table 12: Key socio-demographic data of the state and the Project district**

District	Population 2011	Decadal Growth Rate		Sex Ratio		Density	
		2001	2011	2001	2011	2001	2011
<b>Gariyaband</b>	5,97,653	-	8.73%	-	1020	-	71
<b>Chhattisgarh State</b>	2,55,45,198	18.06%	22.61 %	989	991	154	189

Source: Census of India, 2011

27. The state of Chhattisgarh is bordered by Jharkhand, Madhya Pradesh, Maharashtra, Telangana and to its north, west, south and east respectively. The state is bordered by the state of Odisha towards the eastern side. The state is heavily forested in the central part of India, it is mainly known for its temples and waterfalls.

28. According to the census of 2011, the population of Chhattisgarh State was 2,55,45,198. Male to female ratio in the state is 991 females per 1000 males, while in 2001 it was 989 females per 1000 males. The total area of the new state is 135,198 sq.km. As discussed in Table 12, the sex ratio as on 2011, is 969, which is almost same as that of the State, just a fraction smaller.

29. Gariaband District is one of the nine new districts formed in Chhattisgarh, carved out of Raipur district and has its headquarters at Gariaband town. The district covers an area of 5822.861 sqkm. is full of natural resources. "Paury" and "Sodhur" river flows north from here and makes "Triveni Sangam" Rajim together. Gariyaband district is a Forest Landscape area. Farming is wide across the district, 49.56% area of farms in the district is irrigated. 50.41% area of district is covered by forest. The Following type of forests are in Gariaband district Teak Forest (Sagon Van) - 0.37% Saal Forest(Saal Van) - 22.66% Mixed forest - 54.51% Other forest - 22.46%.

#### B. Demography of Displaced Persons (DPs)

30. This section covers the demographic profile of the displaced persons, covering population, gender, age, religion and caste. The key demographic characteristics of the displaced population are discussed below.

31. As per survey, the number of total displaced households and persons are 520 and 2953, respectively, with 1591 males and 1362 females, as shown in Table 13; the average family size is 5.7.

**Table 13: Details of Displaced Population**

Category	Number
Displaced Households	520
Displaced Persons	2953
Male DPs	1591
Female DPs	1362

Source: Primary Survey, 2018

32. As per the subproject census survey, the religious status of the displaced households shows that 518 belong to Hindu religion and rest 2 belong to Muslim religion.

33. As detailed in Table 14, 35.4% of the DHs live in joint families<sup>2</sup>. 64.8% of the displaced households are nuclear families; none of the households comprise of large extended families<sup>3</sup>.

**Table 14: Family Status and Size of Displaced Households**

Type of Family	No.	%
Joint	184	35.4
Nuclear	336	64.6
<b>Total</b>	<b>520</b>	<b>100</b>

Source: Primary Survey, 2018

### C. Social Structure among Displaced Persons (DPs)

34. There are 62 Scheduled Tribe (ST) families, 29 Scheduled Caste (SC) families and 382 Other Backward Class (OBC) families in this road subproject. The remaining 47 families are from the general category as presented in the Table 15.

**Table 15: Social Categories**

Category	Number of DH	Percentage (%)
SC	29	5.6
ST	62	11.9
OBC	382	73.5
General	47	9.0
<b>Total</b>	<b>520</b>	<b>100</b>

Source: Primary Survey, 2018

### D. Vulnerability

35. Certain groups of the population are considered vulnerable due to their socio-economic status and thus in need of special consideration, in order to ensure that their livelihood is

<sup>2</sup> A family is a group of people directly linked by kinship, the adult members of which assume responsibility for the care of their children. A **joint family** is one wherein parents and their children's families live under a single roof. This type of family often includes multiple generations in the family.

<sup>3</sup> An **extended family** can be defined as an egocentric network of relatives that extends beyond the domestic group. In Indian context, an extended family commonly consists of a husband and wife, their children, and other members of the husband's family.

improved. They will have provision for special assistance allowance under the project. They will derive benefits of livelihood programs and dovetailing other schemes of the government. The implementing NGO will link them with Skill India Mission, Livelihood Mission, etc. These groups include:

- i) The poor: DH with incomes below the poverty line <sup>4</sup>(BPL)
- ii) Members of tribal groups or Scheduled Tribes<sup>5</sup> (ST)
- iii) Members of Scheduled Castes (SC)<sup>6</sup>
- iv) Female-headed households (FHH)
- v) The elderly
- vi) Disabled persons
- vii) Non Titled HH

36. All the vulnerable groups indicated above were identified in the subproject area during the course of the census survey. 485 of the 520 total displaced households were identified as vulnerable. As enumerated in Table 16, 62 of DHs are members of Scheduled Tribes. 255 comprise DH below the poverty line. The elderly comprises of 16 DHs. The remaining is constituted by SC - 29 DH, FHH - 24 DHs and 99 non-titled who do not fall in any other vulnerability criteria. The remaining 35 Households fall under the non-vulnerable category.

**Table 16: Vulnerable Displaced Households**

<b>Vulnerable Groups</b>	<b>Number</b>
<b>Poor HH ( BPL)</b>	255
<b>Female Headed</b>	24
<b>SC</b>	29
<b>ST</b>	62
<b>Elderly</b>	16
<b>NTH</b>	99
<b>Total</b>	<b>485</b>

Source: Primary Survey, 2018

## **E. Income**

37. Table 17 indicates that 47 DHs (9%) comprise low-income households with annual incomes below Rs. 27,000. In addition,

- i) 25.2 percent of the displaced households belong to the lower middle-income group, with an annual income between Rs. 27,001 to Rs. 45,000
- ii) 28.3 percent of the households fall within the middle-income category of Rs. 45,001 to Rs. 65,000 per annum;
- iii) 15.2 percent of households are in the upper middle-income group with annual incomes ranging between Rs. 65,001 and Rs. 85,000;
- iv) 2.5 percent of the households have annual income ranging between, Rs 85,001 to Rs 100,000; and

<sup>4</sup> The official threshold at Rs. 33 a day in rural areas and about Rs. 47 per day in urban areas in terms of consumption and spending on per individual over a certain period for a basket of essential goods

<sup>5</sup> Schedule Tribes' (ST) are one of the weaker sections of the Indian population. Article 342 of Constitution of India on Fundamental rights defines STs as a 'specific tribe or tribal communities or parts or groups within tribes or tribal communities'. The Constitution also enshrines their rights taking into account their vulnerable status in society.

<sup>6</sup> 'Scheduled Castes' (SC) are defined as the lowest castes in the Hindu caste system.

- v) 19.8 percent of households, i.e. 103 DHs, constitute the high-income group with incomes above Rs. 100,000 per year.

**Table 17: Income level of the Displaced Households**

Annual Income (Rs.)	No. of DH	%
<27,000	47	9.0
27,000 - 45,000	131	25.2
45,001 - 65,000	147	28.3
65,001 - 85,000	79	15.2
85,001 - 100,000	13	2.5
>100,000	103	19.8
<b>Total</b>	<b>520</b>	<b>100</b>

Source: Primary Survey, 2018

## **F. Primary Income Earners and Sources of Income**

38. Among the total of 520 displaced households, men are the primary income earners in 70.6% of the DH (see Table 18). In 4.6% of the DH women are the main income earners (mainly female headed households), while both male and female members contribute to the incomes of 24.8% of the displaced households.

**Table 18: Primary Income Earner of the Displaced Households**

Primary Income Earner	No. of DH	%
Male	367	70.6
Female	24	4.6
Both	129	24.8
<b>Total</b>	<b>520</b>	<b>100</b>

Source: Primary Survey, 2018

## **G. Occupational structure**

39. Among 520 DHs, agriculture is the primary source of income for 44.6 percent DHs. A total of 4 DHs, i.e. 0.8%, derive income primarily from non-agricultural labour. As outlined by table 19, agriculture is the primary source of income for the majority of the population, and second to agriculture is trade and business with 43.1%. Where labour is concerned, the majority again lies in Agricultural labour with 7.5% as compared to non-agricultural labour.

**Table 19: Occupation of the Displaced Households**

Source of Income	No. of DH	%
Non-Agricultural Labour	04	0.8
Agricultural Labour	39	7.5
Agriculture	232	44.6
Trade/ Business	224	43.1
Government Service	13	2.5
Professional	02	0.4
Other	6	1.1
<b>Total</b>	<b>520</b>	

Source: Primary Survey, 2018

## H. Educational Status

40. The illiterate population accounts for 8.8 % of the DPs, 13.4 % are just literate and primary level educational attainment has been achieved by 21.8 % of the DPs. Those with middle school education account for 21.3% and those with education up to secondary level account for 19 % of the total DPs. Table 20 provides a gender segregated breakdown of the educational status of the displaced persons in the subproject. In sub project, there are 3.8 and 0.4 percent Graduate and Post Graduate people respectively. 178 nos. of the affected population are minor (0-6 yrs.)

**Table 20: Educational Status of the Displaced Persons**

Status	Male	%	Female	%	Total	%
Illiterate	106	7.1	137	10.7	243	8.8
Just Literate	196	13.1	174	13.6	370	13.4
Primary	318	21.3	287	22.4	605	21.8
Middle	262	17.5	331	25.9	593	21.3
Secondary	348	23.3	178	13.9	526	19.0
Intermediate	179	12.0	142	11.1	321	11.6
Graduate	75	5.0	31	2.4	106	3.8
Post Graduate	11	0.7	0	0.0	11	0.4
<b>Total</b>	<b>1495</b>	<b>100</b>	<b>1280</b>	<b>100</b>	<b>2775</b>	<b>100</b>

Source: Primary Survey, 2018

## I. Impact on Gender

41. There are 1362 female DPs and 24 FHH being impacted by the LAR. The 24 FHH are losing partial structure and not being significantly impacted. Since, the proposed design is on pre-existing road, there is no breakdown of communities and social network.

42. There are 152 DH, where females are contributing to the family income. There will be positive impact perceived by the female in terms of access to the work site, educational institution and health facilities centers. The better connectivity will reduce the time of travel and they perceived that there will be improved communication from the existing facility.

43. During RP implementation, continuous consultations shall be done with females of the affected community. They will be consulted for relocation of community assets like hand pumps, bus shelters and other civic amenities to make them accessible.

44. Additional vulnerability allowance will be provided to all female headed households (FHH). The women in the project area shall be motivated and assisted in opening of a joint account for receiving and using the compensation amount in a better way.



## IV. IMPACT ON TRIBAL PEOPLE

### A. General Tribal Profile of the Subproject Area

45. The project road traverses through 19 villages of Gariaband district. The stretch is in the existing alignment. Out of the 19 villages, only 2 villages are affected by land acquisition and both of them are categorized as schedule villages. The concentration of tribal in this part of Chhattisgarh is 36.14%, and 9.3% in the sub project. Analysis shows that although there is schedule tribe population but there are other titleholders too, who have land holdings. The non-titled persons have alienated their land and are living in the road side on the public land.

**Table 21: Displaced Households and Persons**

Districts	Total Population (no.)		ST Population (no.)		ST Population (%)	
	2011	DPs	2011	DPs	2011	DPs
<b>Gariaband</b>	5,97,653	2953	2,15,986	274	36.14	9.3

Source: Census of India, 2011

46. The district Gariaband is inhabited mainly by tribals like Korwa, Gond, Raj Gond, Kavar, Bhaiyana, Binjwar, Dhanuvar etc. The tribes affected under this subproject are predominantly 'Kawars' and 'Gond' and are intermixed with others after they have settled in central India. They follow Hindu religion and speak Chhattisgarhi dialect. Some of them have alienated their land and are living in the road side on the public land.

### B. Summary of Project Impact

47. Under the subproject, the total Scheduled Tribe (ST) households are 62 and persons displaced are 274 in numbers. Out of the total 274 ST persons displaced, 142 are male and 132 are female. Among these 62 households, 21 are titled households and 41 are non-titled households. 9 non-titleholder households have business losses.

**Table 22: Displaced Households and Persons**

Type of Displaced Household & Persons	No.	%
<b>Number of Displaced Households (DH)</b>	<b>62</b>	<b>100</b>
– Titled	21	33.9
– Non Titled	41	66.1
<b>Number of Displaced Persons</b>	<b>274</b>	<b>100</b>
– Male DPs	142	51.8
– Female DPs	132	48.2
<b>HH losing Livelihoods</b>	<b>30</b>	<b>14.5</b>

Source: Primary Survey, 2018

## C. Inventory of Losses

### 1. Impact on Land

48. The total land acquired from the Scheduled Tribe (ST) household is 0.2446 Ha of land, from 2 villages out of the 19 affected villages. This land loss affects a total of 21 Scheduled Tribe (ST) households all of whom lose agricultural land.

49. Out of the 21 Scheduled Tribe (ST) households who lose land, 15 lose less than 10% of their productive land while 6 households lose more than 10% of their productive land. However, none of the ST households are being physically displaced.

**Table 23: Proportion of plots lost among affected productive land**

Land loss (%)	Total DH	
	No.	%
≤10	15	71.4
>10	06	28.6
<b>Total</b>	<b>21</b>	<b>100</b>

Source: Primary Survey, 2018

### 2. Impact on Structures

50. A total of 58 structures of Scheduled Tribe (ST) households are affected, all of which belong to non-titleholder households. These structures are owned by 41 HH. 49 of these structures are residential while 1 is residential cum commercial and remaining 8 structures are commercial in nature as summarized in table 24. There are only three structures (kiosks) fully affected which are owned by NTH tribal households (refer table 25) and will be shifted back within the available RoW land and therefore no relocation is required.

**Table 24: Details of Structures loss by ST DPs**

Category of structure	Structure		No. of DH	No. of DP
	No	%		
Residential	49	84.5	32	141
Residential cum Commercial	01	1.7	01	4
Commercial	08	13.8	08	36
<b>Total</b>	<b>58</b>	<b>100</b>	<b>41</b>	<b>181</b>

Source: Primary Survey, 2018

**Table 25: Magnitude of Impact and Relocation Requirement**

Usage of Structures	Number of Structures	Number of DH	Type of Impacts
House only	29	18	Partial
House + Boundary Wall	1	1	Partial
Shops only	6	5	Partial
Shops + Sheds + Counter	0	0	Partial
House + Shops	1	1	Partial

Boundary Walls only	16	12	Partial
Frontage only	2	1	Partial
Kiosks	3	3	Full
<b>Total</b>	<b>58</b>	<b>41</b>	

51. Table 26 provides an overview of the types and categories of the displaced structures. 27 of the displaced structures are kachcha (clay built) and most of these structures are residential. There are 13 semi pucca (dwellings that are designed to be solid and permanent) structures affected and just 18 of the affected structures are pucca in nature.

**Table 26: Category and Type of Affected Structures**

<b>Type</b>	<b>Kaccha</b>		<b>Semi Pucca</b>		<b>Pucca</b>		<b>Total</b>	
<b>Category</b>	<b>No.</b>	<b>%</b>	<b>No.</b>	<b>%</b>	<b>No.</b>	<b>%</b>	<b>No.</b>	<b>%</b>
Residential	23	85.2	10	76.9	16	88.8	49	84.5
Res + Com	00	0.0	00	0.0	01	5.6	01	1.7
Commercial	04	14.8	03	23.1	01	5.6	08	13.8
<b>Total</b>	<b>27</b>	<b>100</b>	<b>13</b>	<b>100</b>	<b>18</b>	<b>100</b>	<b>58</b>	<b>100</b>

Source: Primary Survey, 2018

### 3. Impact on Livelihood

52. The livelihood of 30 households is impacted due to the subproject. 21 households lose their livelihood due to loss of agricultural land, and 9 household lose their livelihood due to loss of business as presented in the Table 27.

**Table 27: Impact on Livelihood of Displaced Households**

<b>Type of Livelihood Loss</b>	<b>No. of DHs</b>	<b>%</b>
Loss of livelihood due to loss of agricultural land	21	70.0
Loss of livelihood due to loss of business	09	30.0
<b>Total</b>	<b>30</b>	<b>100</b>

Source: Primary Survey, 2018

### D. Demography of Displaced Persons

53. This section covers the demographic profile of the displaced Scheduled Tribe (ST) persons, covering population, gender and religion. The number of total displaced households and persons are 62 and 274 respectively. Out of 274 displaced ST populations, 142 are males and 132 are females, as discussed in table 28. All these families follow Hindu religion and 72.6% live in nuclear family, remaining 27.4 % of the families, live in joint families, as discussed in table 29. A list of titled and non-titled persons are annexed as **Annexure 3 and 4** respectively.

**Table 28: Displaced ST Population**

Category	Number
Displaced Households	62
Displaced Persons	274
Male DPs	142
Female DPs	132

Source: Primary Survey, 2018

**Table 29: Family Status and Size of Displaced ST Households**

Type of Family	No.	%
Joint	17	27.4
Nuclear	45	72.6
<b>Total</b>	<b>62</b>	<b>100</b>

Source: Primary Survey, 2018

**E. Income**

54. As discussed in table 30, out of the total 62 displaced households, 6 ST households belong to low-income group with annual income below Rs. 27,000. 17 households belong to lower middle-income group with annual income ranging between Rs. 25,000 to Rs. 45,000 per annum. 26 households earn between Rs. 45,001 to Rs. 65,000 per annum and belong to the middle-income group. 9 households belong to the upper middle-income group and earn between Rs. 65,001 to Rs. 85,000 per annum and 04 households earn more than Rs. 1,00,000 per annum.

**Table 30: Income level of the Displaced Households**

Annual Income (Rs.)	DH	
	No.	%
<27,000	06	9.7
27,001 - 45,000	17	27.4
45,001 - 65,000	26	41.9
65,001 - 85,000	09	14.5
>100,000	04	6.5
<b>Total</b>	<b>62</b>	<b>10</b>

Source: Primary Survey, 2018

**F. Primary Income Earners and Source of Income**

55. In majority of the households, males are the primary income earners. In 50 households, males are the primary income earners whereas, in remaining 12 households both males and females earn livelihood.

**Table 31: Primary Income Earner of the Displaced Households**

Primary Income Earner	DH	
	No.	%
Male	50	80.6
Both	12	19.4
<b>Total</b>	<b>62</b>	<b>100</b>

Source: Primary Survey, 2018

**G. Occupational Structure**

56. As per the survey, out of the 62 displaced ST households, 39(62.9%) have agriculture as their primary occupation while 18 household do trade/ business as their primary occupation, 3 ST households work as agricultural labour to earn their livelihood and 2 households are in government service.

**Table 32: Occupation of the Displaced Households**

Source of Income	DH	
	No.	%
Agricultural Labour	03	4.8
Agriculture	39	62.9
Trade/ Business	18	29.1
Government Service	02	3.2
<b>Total</b>	<b>62</b>	

Source: Primary Survey, 2018

**H. Educational Status**

57. The survey shows that out of total ST households, 23 are illiterate and 32 are just literate. 60 persons have studied up to the primary level, 57 persons up to the middle school level whereas 51 persons are studying or have studied up to the secondary school level of education. 27 persons are studying or have completed intermediate level of education and 7-person graduate. 17 nos. of affected ST population are minor (0-6 yrs.)

**Table 33: Educational Status of the Displaced Persons**

<b>Status</b>	<b>Male</b>	<b>%</b>	<b>Female</b>	<b>%</b>	<b>Total</b>	<b>%</b>
Illiterate	10	7.5	13	10.5	23	8.9
Just Literate	15	11.3	17	13.7	32	12.5
Primary	31	23.3	29	23.4	60	23.3
Middle	25	18.8	32	25.8	57	22.2
Secondary	34	25.6	17	13.7	51	19.8
Intermediate	14	10.5	13	10.5	27	10.5
Graduate	4	3.0	3	2.4	7	2.7
<b>Total</b>	<b>133</b>	<b>100.0</b>	<b>124</b>	<b>100.0</b>	<b>257</b>	<b>100.0</b>

Source: Primary Survey, 2018

## I. Tribal Development Planning

58. The tribal people affected under the subproject are mixed with the other mainstream population and combined with the communities and evolved in the mainstream environment. They have combined identity and the self-identification of the cultural identities are limited to festivals. Under this subproject, no physical displacement is expected and they can continue to live and hold cultural festivals in the same place or structure as they are losing only part of structures. The tribal population as well as the mainstream population are one for present environment given the inter-mixing of cultures, due to living in the same society together, since several years. The tribal people's attachment on land and ancestral territories, slowly has been taken over by the awareness towards education and livelihood methods other than traditional methods, and last but not the least is urbanization. These have helped in uplifting themselves to a better living conditions and benefit sharing.

59. The subproject uses the preexisting alignment and the ST households are not newly exposed to the development process. Adverse subproject impacts will be confined to IR and would not result on impacts on socio-cultural aspects and way of life of the indigenous people. Therefore, no separate IPP has been prepared for the subproject.

60. However, as per RFCTLARRA 2013, the acquisition of tribal land in schedule area has separate provision for a Tribal Development Plan (TDP). The TDP shall be prepared at the time of initiation of land acquisition proceedings as per the Section 41 of RFCTLARRA, 2013 by Administrator of land acquisition. The cost of the TDP shall be borne by the project. The TDP will also contain a program for development of alternate fuel, fodder and non-timber forest produce resources on non-forest lands within a period of five years, which shall be enough for a minimum of five years. The main items to be covered under the TDP are listed in the table below, which will be finalized in consultation with DHs and after the approval of Gram Sabha. The budget for bus shelter to be provided in these villages have been incorporated in the DPR. Any other requirement coming from Gram Sabha shall be borne by contingency provided in the budget.

**Table 34: Development Plan**

<b>Sl. No</b>	<b>Development Plan/IPP</b>	<b>Applicability in the project</b>
1	Obtain consent from Gram Sabha/ Panchayat (Local Body)	Yes

Sl. No	Development Plan/IPP	Applicability in the project
2	Settlement of land rights for the families in the Project involving involuntary displacement.	Already completed
3	Provision for alternate fuel and fodder and non-timber forest woods	Not required in the project
4	1/3 <sup>rd</sup> of compensation paid as first installment and rest after taking over the possession	Yes
5	Resettled in the same schedule area to retain their ethnic, linguistic and cultural identity.	Yes
6	Building Bus shelter	Yes
7	Continuous consultation	Yes
8	Road Safety Program	Yes
9	Occupational Health Safety e.g HIV/AIDS	Yes

## V. CONSULTATION, PARTICIPATION AND INFORMATION DISCLOSURE

### A. Identification of Stakeholders

61. Consultations with stakeholders were carried out during various phases of project preparation. The stakeholders in the project are both primary and secondary. The primary stakeholders are project affected persons, project beneficiaries, Executing Agency, Implementing Agency especially the officials in PWD. The secondary stakeholder includes district magistrates and the revenue official's village heads, head of Gram Panchayat, village administrative officers, village council, district council, NGO and business communities in the area.

### B. Methods of Public Consultation

62. During the course of the social assessment, consultation meetings were held to inform the communities and population about the positive as well as negative impacts of the road improvement scheme. Consultations and discussions were held along the subproject with the displaced households and other stakeholders including village head men, gram panchayat members, head of households, women's groups, shopkeepers, tenants etc. These meetings were used to get wider public input from both the primary and secondary stakeholders. The consultation methods followed to elicit required information (their views & opinions), are detailed below in Table 34.

**Table 35: Consultation Methods adopted in Project**

Stakeholders	Method
Local communities	Individual Interviews, field level observations, community consultations & meetings
Individual Household Interview of Displaced Households	100% Survey of the total displaced households
Village Headmen & Gram Panchayat members (local elected representatives)	Small discussions
Women's belonging to various socio-economic groups	Focus Group Discussions (FGDs)
Affected Shopkeepers, tenants and squatters	Focus Group Discussions (FGDs)
Other vulnerable groups (ST and those BPL)	FGDs
Government Stakeholders (BDO, CMOs, ANMs, Teachers etc.)	Semi-structured interviews

### C. Findings of the Public Consultations

63. Public consultations were conducted at 3 locations attended by 43 participants in the project to ensure people's participation during the project census survey. During, female related



issues like education, health facility, transportation, source of income, marriage etc were discussed.

**Table 36: Summary of Community Consultations**

Village	Date	Number & Profile of Participants	Issues Discussed & Concerns Raised	Steps taken to address the concerns
Kouunkera	05/01/2018	18	In terms of Education, Health, Transportation, Source of income and Marriage of the girls in present scenario and how it will have affected ones will be compensated. Reduce the impact The women actively participated and discussed issues and future benefits of the road widening work.	The entitlements under the project were explained. The method to raise the grievance were explained. The special benefits for female in the project. The RoW was reduced to minimize the impact
Tarrighat	05/01/2018	12	Main concerns were regarding length of the road and Row, and on how early do they need to shift out.	The end points of the road and total length was informed and also assured that immediate shifting is not required, before they have to shift, they'll be duly notified and compensated as per ADB and RFCTLARRA norms
Beltukari	06/01/2018	13	Importance of female representation and suggestions and benefits from proposed road.	Female advice is duly taken into consideration, and where feasible, it is implemented as well, the importance in terms of travelling and health related issues were informed.



#### **D. Mechanism of Disclosure**

64. A summary of this Resettlement Plan (RP) shall be translated into Hindi and shall be made available to the affected people by the Executing Agency (EA) for review and comments on the policy and mitigation measures. Disclosure workshops prior to loan negotiation shall be conducted. copies of summary RP shall also be made available at the local level public offices, such as revenue offices and gram panchayat and to stakeholders for local inputs prior to award of civil work contract. The final RP shall be disclosed on the ADB Website and EA website.

#### **E. Consultation Plan for RP Implementation Period**

65. The effectiveness of the R&R program is directly related to the degree of continuing involvement of those affected by the Project. Several additional rounds of consultations with DPs form part of the project implementation. A local NGO/ R&R Implementation agency entrusted with the task of conducting these consultations during RP implementation, which involve agreements on compensation, assistance options, and entitlement package and income restoration. The consultation shall continue throughout the project implementation. The following set of activities shall be undertaken for effective implementation of the Plan:

- The PIU, with NGO/ R&R Implementation agency assistance, conduct information dissemination sessions in the subproject area and solicit the help of the local community/ leaders and encourage the participation of the DP's in Plan implementation.
- During the implementation of RP, a contracted NGO/ R&R Implementation agency and/or PIU, Resettlement Officers (ROs) will organize public meetings, and appraise the communities about the progress in the implementation of subproject works, particularly in areas to be affected by road improvement.
- R&R implementation NGO will determine affected households preferences for modes of compensation payment, rehabilitation and resettlement.
- Consultation and focus group discussions are conducted with vulnerable groups like women to ensure that the vulnerable groups understand the process and their needs are specifically taken into consideration.
- The RO and/or ARO, NGO/ R&R Implementation agency shall organize public meetings to inform the community about the payment and assistance paid to the community.
- In addition, regular updates of the program and resettlement component of the project are placed for public display at the subproject offices.
- Lastly, participations of DPs are further ensured through their involvement in the Grievance Redress Cell.
- Lastly, EA through PIU maintain an ongoing interaction with DPs to identify problems and undertake appropriate remedial measures.

#### **F. Consultation Outcomes Incorporated in RP**

66. A major outcome of consultation during the initial stage of project implementation can be noted in terms of assessment of the affected area having PWD land and the private land. The conditions of the roads required to be immediately improved. The consultations resulted on keeping the alignment on the existing road.

## VI. LEGAL FRAMEWORK

### A. Country Legal and Regulatory System

67. The objective of this chapter is to discuss the key national, state and project-specific resettlement policies and legal issues involved in land acquisition and compensation. This chapter describes the principles and approach to be followed in minimizing and mitigating negative social and economic impacts by the projects. The guidelines are prepared for addressing the issues of resettlement and rehabilitation of the DPs under the Chhattisgarh State Road Sector Project. The acquisition of land shall be done as per the provision of RFCTLARRA 2013.

68. The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act, 2013 is effective from January 1, 2014 after receiving the assent of the President of Republic of India, repealing the Land Acquisition Act, 1894. The aim of the new act is to minimize displacement and promote, as far as possible, non-displacing or least displacing alternatives and aims to ensure adequate compensation including rehabilitation package and expeditious implementation of the rehabilitation process with the active participation of those affected. The Act also recognizes the need for protecting the weaker sections of the society especially members of the scheduled castes and scheduled tribes.

69. The aims and objectives of the Act include: (i) to ensure, in consultation with institutions of local self-government and Gram Sabhas established under the Constitution of India, a humane, participative, informed and transparent process for and acquisition for industrialization, development of essential infrastructural facilities and urbanization with the least disturbance to the owners of the land and other displaced families; (ii) provide just and fair compensation to the displaced families whose land has been acquired or proposed to be acquired or are displaced by such acquisition; (iii) make adequate provisions for such displaced persons for their rehabilitation and resettlement; (iv) ensure that the cumulative outcome of compulsory acquisition should be that displaced persons become partners in development leading to an improvement in their post-acquisition social and economic status and for matters connected therewith or incidental thereto. The key features of the new land acquisition act are as follows: Schedule I outlines the proposed minimum compensation based on a multiple of market value. Schedule II and III outline the resettlement and rehabilitation (R&R) entitlements to landowners and livelihood losers, which shall be in addition to the minimum compensation per Schedule I. The Schedules IV lists out other land acquisition acts, which will be repealed with 1 year after LAAR is effective. The salient provisions of the RTFCTLARR Act relevant to the project are as follows:

- a. There are three schedules incorporated in the act, Schedule I deals with compensation, schedule II with R&R and Schedule III with Civic amenities to be provided in the resettlement colony.
- b. Preparation of Social Impact Assessment study including assessment of public purpose through a process of public consultation and disclosure for land acquisition proposals covered under the Act.
- c. Transparent procedures to be followed in the acquisition of land from preliminary notification to award and possession and preparation and implementation of

rehabilitation and resettlement schemes for those displaced by acquisition of land for public purpose.

- d. Land Acquisition in Schedule Area as per the RFCTLARRA 2013, a separate Development Plan shall be formulated as per Section 41. The Development Plan will cover:
  - (i) In case of acquisition or alienation of any land in the Scheduled Areas, the prior consent of the concerned Gram Sabha or the Panchayats or the autonomous District Councils, at the appropriate level in Scheduled Areas under the Fifth Schedule to the Constitution, as the case may be, shall be obtained, in all cases of land acquisition in such areas, including acquisition in case of urgency, before issue of a notification under this Act, or any other Central Act or a State Act for the time being in force, provided that the consent of the Panchayats or the Autonomous Districts Councils shall be obtained in cases where the Gram Sabha does not exist or has not been constituted. Documentation of this has to be provided.
  - (ii) The report has to provide the details of procedure for settling land rights dues.
  - (iii) Details of how to restore titles of the Scheduled Tribes as well as the Scheduled Castes on the alienated land.
  - (iv) Details of programme for development of alternate fuel, fodder and non-timber forest produce resources on non-forest lands within a period of five years, sufficient to meet the requirements of tribal communities as well as the Scheduled Castes.
  - (v) The Plan has to ensure that the affected families of the Scheduled Tribes shall be resettled preferably in the same Scheduled Area in a compact block so that they can retain their ethnic, linguistic and cultural identity.
  - (vi) The Plan has to state and ensure that the resettlement areas predominantly inhabited by the Scheduled Castes and the Scheduled Tribes shall get land, to such extent as may be decided by the appropriate Government free of cost for community and social gatherings.
  - (vii) Any alienation of tribal lands or lands belonging to members of the Scheduled Castes in disregard of the laws and regulations for the time being in force shall be treated as null and void, and in the case of acquisition of such lands, the rehabilitation and resettlement benefits shall be made available to the original tribal land owners or land owners belonging to the Scheduled Castes.
  - (viii) The affected Scheduled Tribes, other traditional forest dwellers and the Scheduled Castes having fishing rights in a river or pond or dam in the affected area shall be given fishing rights in the reservoir area of the irrigation or hydel projects.
- e. There is a separate law for settlement of forest dwellers under Forest Right Act 2006. Under the provision the settlement of dwellers belonging to ST/SC living in the forest area must be settled before any forest land diversion.

- f. Under Panchayat (Extension to Schedule Areas) Act 1996 provides special provision for land being alienated by the Tribal. The provisions of this act have been incorporated in RFCTLARRA 2013 s.41.
- g. Procedure and methodology for determination of market value for compensation to be provided to legal title holders.
- h. Infrastructural facilities to be provided in resettlement areas and special provision for Scheduled Castes and Tribes.
- i. Institutional mechanism for implementing the provision of the Act, monitoring of R&R and grievance redressal.
- j. Procedure for payment of compensation.
- k. Temporary possession of land.
- l. The owners of land and structures (including those having certain legal rights) proposed to be acquired and, in urban areas, those who are staying on or whose livelihood is dependent on such land for a period of 3 years prior to acquisition of land are entitled for certain compensation and benefits under the Act.
- m. For legal title holders in urban areas, the compensation for land is equivalent to market value of land, value of assets attached to the land or buildings and 100% solatium on value of land.
- n. For houses lost as a result of acquisition of land in urban areas, a constructed house of not less than 50 sq.m. plinth area (if required in multi-storied building) is to be provided for a family. Alternatively, if so desired by the PAP, a one-time financial assistance of not less than Rs. 1.5 lakhs is to be given for construction of a house. However, the location of house in terms of the distance from lost house is not prescribed.
- o. In addition, the displaced family is to be provided (i) training and skill development for job to one family member in the project or one-time payment of Rs. 5 lakhs or annuity policies that pay Rs. 2,000 per month per family for 20 years indexed to CPI (ii) monthly subsistence allowance of Rs. 3,000 per month for a period of one year (iii) one-time financial assistance of Rs. 50,000 towards transportation cost for shifting (iv) one-time resettlement allowance of Rs. 50,000.
- p. Each petty shop owner / small trader / self-employed person and family owning non-agricultural land or commercial, industrial or institutional structure is to be provided one-time financial assistance of minimum Rs. 25,000 for construction of shop.
- q. The stamp duty and registration charges for the land and house to be provided to the PAPs shall be borne by the acquiring body. It may be seen that while elaborate provisions for compensation and R&R benefits are made for those displaced due to the acquisition of land for the project, the Act does not prescribe any benefits for occupants of structures located on public (Government) land and affected by the project. Further, the Act does not envisage any resettlement benefit for occupants/owners of structures used for other than residential purposes and affected by the project. The Central Board of Direct Taxes vide Order dated 25/10/2016 has clarified that the compensation received in respect of award or agreement, which has been exempted from levy of income tax vide Section 96 of the RFCTLARR Act shall also not be taxable under the provisions of Income Tax Act, 1961.

## **B. ADB Safeguard Policy Statement (SPS), 2009**

70. The objectives of ADB's SPS (2009) with regard to involuntary resettlement are:
- (i) to avoid involuntary resettlement wherever possible;
  - (ii) to minimize involuntary resettlement by exploring project and design alternatives;
  - (iii) to enhance, or at least restore, the livelihoods of all displaced persons in real terms relative to pre-project levels; and
  - (iv) to improve the standards of living of the displaced poor and other vulnerable groups.
71. ADB's SPS (2009) covers physical displacement (relocation, loss of residential land, or loss of shelter) and economic displacement (loss of land, assets, access to assets, income sources, or means of livelihoods) as a result of;
- (i) involuntary acquisition of land, or
  - (ii) involuntary restrictions on land use or on access to legally designated parks and protected areas. It covers displaced persons whether such losses and involuntary restrictions are full or partial, permanent or temporary.
72. The three important elements of ADB's SPS (2009) are:
- (i) Compensation at replacement cost for lost assets, livelihood, and income prior to displacement;
  - (ii) Assistance for relocation, including provision of relocation sites with appropriate facilities and services; and
  - (iii) Assistance for rehabilitation to enhance, or at least restore, the livelihoods of all displaced persons relative to pre-project levels and to improve the standard of living of displaced poor and other vulnerable groups.

## **C. Chhattisgarh Govt. Mutual Consent Land Policy 2016**

73. The land will be acquired under CG mutual consent policy in this project. As per the policy, if suitable Government lands are not available in the district for this purpose, then based on requisition of Administrative Departments undertakings/Intuitions minimum essential land may be purchased based on mutual consent from private land owners for the said projects or a part of it by acting under this policy. The private land of land owner shall be purchased by paying the sum equivalent to the cost of said assets situated on the land and cost of land computed as per the rate effective at that time according to the guidelines issued by collector on the date of purchase of land as consideration. Apart from the above said, an amount equivalent to consideration shall be given to the seller as solatium. Thus, the seller shall obtain double amount of the cost of land for his private land and the assets established on it. The process to be followed under the policy is summarized below. A translated version of the policy is annexed as **Appendix 8**.

- a. The land required is first identified and demarcated in maps.
- b. The EA will make a requisition to the DC for the land for mutual consent
- c. The consent is obtained from the owner (A copy of consent form appended as Appendix -9)

- d. A notice to the interested person is notified in the newspaper, the period for raising objection is fifteen days.
- e. If no objection is received then sale deed execution is made as per the policy.
- f. If the land falls in schedule area then land has to be acquired under the provision of RFCTLARRA 2013.
- g. In case of failure of Consent Land Policy, the land shall be acquired as per the provision of RFCTLARRA-2013

#### **D. Comparison of Country and ADB Policy and Measures to Fill Gaps**

74. A detailed policy comparison between ADB's Safeguard Policy Statement, 2009, and RFCTLARRA, 2013, identified gaps and gap filling measures in the RF are given in following Table 37.

**Table 37: Detailed Policy Comparison**

<b>Sl. No.</b>	<b>Involuntary Resettlement Policy Principle</b>	<b>ADB Safeguard Policy Statement (SPS)</b>	<b>Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (RTFCLARR)</b>	<b>Measures to Bridge Gaps</b>
1	Screen project	Screen the project to identify past, present and future involuntary resettlement impacts and risks. Conduct survey and/or census of displaced persons, including a gender analysis, specifically related to resettlement	Section 4 (I) it is obligatory for the appropriate Government that intend to acquire land for a public purpose to carry out a Social Impact Assessment study in consultation with concerned Panchayat, Municipality or Municipal Corporation, as the case maybe, at village level or ward level in the affected area. The Social Impact Assessment study report shall Be made available to the public in the manner prescribed under section 6.	No gap in conduct of social impact analysis between RFCTLARR and SPS  Gap in screening past, present and future involuntary resettlement impacts and risks The Project will undertake screening of all subprojects using the ADB involuntary resettlement checklist, to identify past, present and future involuntary resettlement impacts and risks.
2	Consult stakeholders and establish grievance redress mechanism	Carryout consultations with Displaced persons, host communities and concerned NGOs. Informally displaced persons of their entitlements and resettlement options	Whenever a Social Impact Assessment is required to be prepared under section 4,the appropriate Government shall ensure that a public hearing is held at the affected area, after giving adequate publicity about the date, time and venue for the public hearing, to ascertain the views of the affected families to be recorded and included in the Social Impact Assessment Report. The Land Acquisition	Gap in continuous meaningful consultation  Gap in establishing a project-level GRM for projects that do not have significant resettlement impacts. The Project will establish project-level GRM.

Sl. No.	Involuntary Resettlement Policy Principle	ADB Safeguard Policy Statement (SPS)	Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (RTFCLARR)	Measures to Bridge Gaps
			Rehabilitation and Resettlement Authority shall be established in each State by the concerned State Government to hear disputes arising out of projects where land acquisition has been initiated by the State Government or its agencies.	
3	Improve or at least restore, the livelihoods of all displaced, and payment at replacement cost	Improve or restore the livelihoods of all displaced persons through:(i) land-based resettlement strategies; (ii) prompt replacement of assets with access to assets of equal or higher value,(iii) prompt compensation at full replacement cost for assets that cannot be restored, and(iv) additional revenues and services through benefit sharing schemes where possible.	The Deputy Commissioner (DC) having determined the market value of the land to be acquired shall calculate the total amount of compensation to be paid to the landowner (whose land has been acquired)by including all assets attached to the land.	No gap between SPS and RFCTLARR. Assets to be compensated at replacement cost without depreciation
4	Assistance for displaced persons	Provide physically and economically displaced persons with needed assistance	Schedule I, provides market value of the land and value of the assets attached to land. Schedule II provides resettlement and rehabilitation package for land owners and for livelihood losers including landless and special provisions for Scheduled Tribes.	No gap between SPS and RFCTLARR. Entitlement Matrix outlines compensation and assistance for APs.
5	Improve standard of living of displaced vulnerable groups	Improve the standards of living of the displaced poor and other vulnerable groups, especially those below the poverty line, the landless, the elderly, women, children, indigenous peoples, and those without	Special provisions are provided for vulnerable groups.	No gap between SPS and RFCTLARR. Entitlement Matrix outlines assistance for vulnerable groups, as defined by ADB policy.



Sl. No.	Involuntary Resettlement Policy Principle	ADB Safeguard Policy Statement (SPS)	Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (RTFCLARR)	Measures to Bridge Gaps
		title to land, to at least national minimum standards		
6	Negotiated settlement	Develop procedures in a transparent, consistent, and equitable manner if land acquisition is through negotiated settlement to ensure that those people who enter into negotiated settlements will maintain the same or better income and livelihoods status	Section 46 of RFCTLARR Act, 2013 permits direct purchase of land and undertaking direct negotiation with the land owner.	To ensure a fair and transparent process, a third party independent monitor will be hired to certify the process the negotiated purchase was undertaken in a transparent, consistent and equitable manner.
7	Compensation for nontitle holders	Ensure that displaced persons without titles to land or any recognizable legal rights to land are eligible for resettlement assistance and compensation for loss of non-land assets. In the rural area, provide them with access to resources. In the urban area, provide them with access to housing.	Schedule II provides benefits to families whose livelihood is primarily dependent on land acquired	No gap between SPS and RFCTLARR. Entitlement Matrix outlines compensation and assistance for nontitle holders, including squatters, encroachers and sharecroppers.
8	Prepare RP	Prepare a resettlement plan/indigenous peoples plan on displaced persons' entitlements, the income and livelihood restoration strategy, institutional arrangements, monitoring and reporting framework, budget, and time-bound implementation schedule.	Preparation of Rehabilitation and Resettlement Scheme including timeline for implementation. <i>Section: 16. (1) and (2).</i> Separate development plans to be prepared. <i>Section 41</i>	No gap between SPS and RFCTLARR. RP will be prepared for subprojects with impact.

Sl. No.	Involuntary Resettlement Policy Principle	ADB Safeguard Policy Statement (SPS)	Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (RTFCLARR)	Measures to Bridge Gaps
9	Disclose RP	Disclose a draft resettlement plan, including documentation of the consultation processing a timely manner, before project appraisal, in an accessible place and a form and language(s) understandable to displaced persons and other stakeholders. Disclose the final resettlement plan and its updates to displaced persons and other stakeholders	Under clause 18, the Commissioner shall cause the approved Rehabilitation and Resettlement Scheme to be made available in the local language to the Panchayat, Municipality or Municipal Corporation. As the case maybe, and the offices of the District Commissioner (DC) the Sub-Divisional Magistrate and the Taluka, and shall be published in the affected areas, in such manner as maybe prescribed and uploaded on the website of the appropriate Government.	No gap between SPS and RFCTLARR. The RF and RPs will be disclosed to affected persons.
10	Cost of resettlement	Include the full costs of measures proposed in the resettlement plan and indigenous peoples plan as part of project's costs and benefits. For a project with significant involuntary resettlement impacts, consider implementing the involuntary resettlement component of the project as a stand-alone operation.	Section 16. (I) Upon the publication of the preliminary Notification under sub-section(/) of section II by the Collector, the Administrator for Rehabilitation and Resettlement shall conduct a survey and undertake a census of the affected families, in such manner and within such time as may be Prescribed, which shall include:(a) particulars of lands and immovable properties being acquired of each affected family;(b) livelihoods lost in respect of land losers and landless whose livelihoods are primarily dependent on the lands being acquired;(c) a list of public utilities and Government buildings which are affected or likely to be affected, where resettlement of affected families is involved;(d) details of the amenities and infrastructural facilities which are affected or likely to be affected, where resettlement of affected families is involved; and(e) details of any	No gap between SPS and RFCTLARR. Cost of resettlement will be covered by the EA.

Sl. No.	Involuntary Resettlement Policy Principle	ADB Safeguard Policy Statement (SPS)	Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (RTFCLARR)	Measures to Bridge Gaps
			common property	
11	Taking over possession before payment of compensation	Pay compensation and provide other resettlement entitlements before physical or economic displacement. Implement the resettlement plan under close supervision throughout project implementation.	38 (I) The Collector shall take possession of Land after ensuring that full payment of compensation as well as rehabilitation and resettlement entitlements are paid or tendered to the entitled persons within a period of three months for the compensation and a period of six months for the monetary part of rehabilitation and resettlement entitlements listed in the Second Schedule commencing from the date of the award made under section 30.	No gap between SPS and RFCTLARR.
12	Monitoring	Monitor and assess resettlement outcomes, their impacts on the standards of living of displaced persons, and whether the objectives of the resettlement plan have been achieved by taking into account the baseline conditions and the results of resettlement monitoring. Disclose monitoring reports.	48 (I) The Central Government may, whenever necessary for national or inter-State projects, constitute a National Monitoring Committee for reviewing and monitoring the implementation of rehabilitation and resettlement schemes or plans under this Act.	RFCTLARR does not specify the frequency of monitoring. The Project will prepare monitoring reports semi-annually as per SPS.

## E. IR Policy Adopted for the Project

75. Based on the analysis of the national legal framework, State Rules on LA Act-2013, State policy and ADB policy, the following resettlement principles are adopted for this sub-project.

- a. Screen the project early on to identify past, present, and future involuntary resettlement impacts and risks. Determine the scope of resettlement planning through a survey and/or census of displaced persons, including a gender analysis, specifically related to resettlement impacts and risks. Measures to avoid and minimize involuntary resettlement impacts include the following: (i) explore alternative alignments or locations which are less impacting, (ii) ensure the appropriate technology is used to reduce land requirements, (iii) modify the designs,

cross sections, and geometrics of components to maximize the ROW and ensure involuntary resettlement is avoided or minimized.

- b. Carry out meaningful consultations with displaced persons, host communities, and concerned nongovernment organizations. Inform all displaced persons of their entitlements and resettlement options. Ensure their participation in planning, implementation, and monitoring and evaluation of resettlement programs. Pay particular attention to the needs of vulnerable groups, especially those below the poverty line, the landless, the elderly, women and children, and indigenous peoples, and those without legal title to land, and ensure their participation in consultations. Establish a grievance redress mechanism to receive and facilitate resolution of the concerns of displaced persons. Support the social and cultural institutions of displaced persons and their host population. Where involuntary resettlement impacts and risks are highly complex and sensitive, compensation and resettlement decisions should be preceded by a social preparation phase.
- c. Improve, or at least restore, the livelihoods of all displaced persons through; (i) land-based resettlement strategies when affected livelihoods are land based where possible or cash compensation at replacement cost for land when the loss of land does not undermine livelihoods, (ii) prompt replacement of assets with access to assets of equal or higher value, (iii) prompt compensation at full replacement cost for assets that cannot be restored, and (iv) additional revenues and services through benefit sharing schemes where possible.
- d. Provide physically and economically displaced persons with needed assistance, including the following: (i) if there is relocation, secured tenure to relocation land, better housing at resettlement sites with comparable access to employment and production opportunities, integration of resettled persons economically and socially into their host communities, and extension of project benefits to host communities; (ii) transitional support and development assistance, such as land development, credit facilities, training, or employment opportunities; and (iii) civic infrastructure and community services, as required.
- e. Improve the standards of living of the displaced poor and other vulnerable groups, including women, to at least national minimum standards. In rural areas provide them with legal and affordable access to land and resources, and in urban areas provide them with appropriate income sources and legal and affordable access to adequate housing.
- f. Develop procedures in a transparent, consistent, and equitable manner if land acquisition is through negotiated settlement<sup>7</sup> to ensure that those people who enter into negotiated settlements will maintain the same or better income and livelihood status.
- g. Ensure that displaced persons without titles to land or any recognizable legal rights to land are eligible for resettlement assistance and compensation for loss of non-land assets.

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<sup>7</sup>ADB SPS 2009 (Safeguards Requirements 2) does not apply to negotiated settlements. The policy encourages acquisition of land and other assets through a negotiated settlement wherever possible, based on meaningful consultation with displaced persons, including those without title to assets. A negotiated settlement will offer adequate and fair price for land and/or other assets. Also, an independent external party will be engaged to document the negotiation and settlement processes. In cases where the failure of negotiations would result in expropriation through eminent domain or the buyer could acquire the property regardless of its owner's decision to sell it or not, will trigger ADB's involuntary resettlement policy. The Safeguard Requirements 2 will apply in such cases, including preparing a resettlement plan

- h. Prepare a resettlement plan elaborating on the entitlements of displaced persons, the income and livelihood restoration strategy, institutional arrangements, monitoring and reporting framework, budget, and time-bound implementation schedule. This resettlement plan will be approved by ADB prior to contract award.
- i. Disclose a draft resettlement plan, including documentation of the consultation process in a timely manner, before project appraisal, in an accessible place and a form and language(s) understandable to displaced persons and other stakeholders. Disclose the final resettlement plan and its updates to displaced persons and other stakeholders.
- j. Conceive and execute involuntary resettlement as part of a development project or program. Include the full costs of resettlement in the presentation of project's costs and benefits. For a project with significant involuntary resettlement impacts, consider implementing the involuntary resettlement component of the project as a stand-alone operation.
- k. Payment of compensation and resettlement assistance as per RFCTLARRA-2013 (as adopted by Chhattisgarh Govt.)/Mutual Consent Land Policy of Chhattisgarh-2016 and following the entitlement matrix included in the RP.
- l. Pay compensation and provide other resettlement entitlements before physical or economic displacement. Implement the resettlement plan under close supervision throughout project implementation.
- m. Monitor and assess resettlement outcomes, their impacts on the standard of living of displaced persons, and whether the objectives of the resettlement plan have been achieved by considering the baseline conditions and the results of resettlement monitoring. Disclose monitoring reports.

## VII. ELIGIBILITY AND ENTITLEMENTS

### A. Eligibility under the Project

76. The eligibility of compensation, all the DPs will be provided with compensation and rehabilitation if (i) their land is lost/reduced (ii) income source adversely affected permanently or temporarily, (iii) houses partially or fully demolished, and (iv) other properties such as crops, trees and other assets or access to these properties are reduced or damaged due to the project. Absence of legal documents of their customary rights of occupancy/titles shall not affect their eligibility for compensation. It also must be noted that during the project implementation stage, if there are any change in the alignments, thereby adversely affecting the land, livelihood or other assets of the people, the same shall be compensated in accordance with the RP. The cut-off date for titleholder will be the date of notification under Section 11 of the RFCTLARRA-2013. For non-titleholders, the cut-off date will be the end of the census survey which is 28 February 2018. The structures affected under the project will be compensated at replacement cost. DPs who settle in the affected areas after the 28 February 2018 will not be eligible for compensation. They, however, will be given sufficient advance notice, requested to vacate premises and dismantle affected structures prior to project implementation. Their dismantled structures materials will not be confiscated and they will not pay any fine or suffer any sanction.

77. The RP stipulates payment of compensation as per the assessed value of the land and structure to the DPs. In addition to the compensation payments made by the Land Acquisition Officer/Competent Authority, the DPs will receive additional assistance in cash or kind to match replacement costs, as applicable, for lost assets (land and houses), transaction costs such as stamp duties/registration costs in case of purchase of replacement land and other cash grants and resettlement assistance such as shifting allowance, compensation for loss of work days/income due to dislocation. The vulnerable household such as household headed by women, scheduled tribes/scheduled castes, disabled and elderly persons will be eligible for further cash assistance for relocation and house reconstruction and will be assisted during shifting if required.

78. In this project, displaced persons will include (i) persons with formal legal rights to land lost in its entirety or in part; (ii) persons who lost the land they occupy in its entirety or in part who have no formal legal rights to such land, and (iii) persons who lost the land they occupy in its entirety or in part who have neither formal legal rights nor recognized or recognizable claims to such land. The involuntary resettlement requirements shall apply to all three types of displaced persons. DPs entitled for compensation, assistance and rehabilitation provisions under the project are: (i) all DPs losing land either covered by formal legal title, recognizable title, or without legal status; and (ii) DPs losing business, income, and wages/salaries.

79. Considering the various losses, the entitlement matrix provides for compensation and resettlement assistance to all displaced persons including the non-titleholders in the project area. In general terms, the people displaced by the project will be entitled to the following types of compensation and assistance:

- Compensation for the loss of land, crops/ trees at their replacement cost<sup>8</sup>;

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<sup>8</sup> As per the SPS-2009, the calculation of full replacement cost will be based on the following elements: (i) fair market value; (ii) transaction costs; (iii) interest accrued, (iv) transitional and restoration costs; and (v) other applicable payments, if any. Where market conditions are absent or in a formative stage, the borrower/client will consult with the displaced persons and host populations to obtain adequate information about recent land transactions, land value by

- Compensation for structures (residential/ commercial/ residential cum commercial) and other immovable assets at their replacement cost;
- Assistance in place of the loss of business/ wage income and income restoration assistance;
- Assistance for shifting and provision for the relocation site (if required), and
- Additional assistance to vulnerable groups, namely female-headed households, scheduled castes (SC), scheduled tribes (ST), those below the poverty line, elderly, landless and disabled.
- One-time Resettlement Allowance
- Rebuilding or restoration of community resources and facilities

## B. Entitlement Matrix

80. The broad entitlement of compensation and assistance will include compensation for loss of agricultural land, compensation for loss of crops and trees, assistance for loss of income and additional assistance to vulnerable groups. Income losses will be compensated, and no structure and property will be demolished or acquired for any Project related construction activity, until compensation and R&R assistance is made available to the displaced households in accordance with this policy. The payment of compensation and assistance will be based on National and ADB's policies and the provisions of the ADB' SPS, 2009 will prevail in case of any discrepancy. The Entitlement matrix has been prepared as per the project requirement. The detailed entitlement matrix is given in Table 38 below:

**Table 38: Entitlement Matrix**

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
Land						

types, land titles, land use, cropping patterns and crop production, availability of land in the project area and region, and other related information. The borrower/client will also collect baseline data on housing, house types, and construction materials. Qualified and experienced experts will undertake the valuation of acquired assets. In applying this method of valuation, depreciation of structures and assets should not be taken into account.

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
1-a	Loss of private land	Agricultural land, homestead land or vacant plot	Legal titleholders/ Family with traditional titleholders	<ul style="list-style-type: none"> <li>• Compensation for land as per Chhattisgarh Mutual Consent Policy 2016. Wherever policy will not be applicable<sup>9</sup> then compensation of land as per LARR 2013 and shall not be less than replacement cost.</li> <li>• Each affected family shall be eligible for one-time assistance of 50% of Compensation or Rs. 5,00,000 which is less. As per Chhattisgarh Land acquisition Rules 2017</li> <li>• Subsistence allowance of Rs. 36000 to each displaced family. Additional Rs. 50000 to SC and ST households in case of displacement from Schedule Area</li> </ul>	<ul style="list-style-type: none"> <li>• Compensation accounts for all taxes and fees, shall be borne by the project and does not account for any depreciation.</li> <li>• Re-titling to be completed prior to project completion</li> </ul>	District Collector/ shall determine the market value of the land and multiply by the factors and add 100% solatium as specified in LARR Act. CGPWD will ensure provision of notice. CGPWD will verify the extent of impacts through a 100% survey of DPs, determine assistance, and identify vulnerable households.
1-b	Loss of private land	Agricultural land, homestead land or vacant plot	Tenants and leaseholders (whether having written tenancy/lease documents or not) / Sharecroppers	<ul style="list-style-type: none"> <li>• Compensation for rental deposit or unexpired lease (such amount will be deducted from the compensation of land owners).</li> </ul>	Land/structure owners will reimburse tenants and leaseholders rental deposit or unexpired lease.	CGPWD will confirm land rental and ensure tenants and leaseholders receive reimbursement for land rental deposit or unexpired lease, and report to CGPWD. CGPWD will ensure provision of notice.
2-a	Loss of Government land	Vacant plot, Agricultural land, homestead land	Leaseholders given Rights over the land	<ul style="list-style-type: none"> <li>• Compensation of land as per Chhattisgarh Mutual Consent Policy 2016 and CG Govt. laws and rule.</li> <li>• Compensation for rental deposit or unexpired lease (such amount will be deducted from the compensation of the lessee).</li> </ul>	<ul style="list-style-type: none"> <li>• Compensation accounts for all taxes and fees, and does not account for any depreciation.</li> <li>• Re-titling to be completed prior to project completion</li> </ul>	CGPWD will ensure provision of notice and identify vulnerable households.

<sup>9</sup> The Chhattisgarh Mutual Consent Policy will not be applicable in case of: (a) for land acquisition in schedule area, (b) Consent not obtained and (c) Acquisition of land with unclear/disputed title.



S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
2-b	Loss of Government land	Agricultural land within RoW of road	Non-Title Holders/ Squatters, Encroachers	<ul style="list-style-type: none"> <li>At least 60 days notice to shift from occupied land.</li> <li>Notice to harvest seasonal crops</li> <li>Compensation for damage to standing crops.</li> </ul>	<ul style="list-style-type: none"> <li>Identification of NTH through Project Census Survey</li> </ul>	CGPWD will ensure provision of notice. CGPWD will identify vulnerable households.
<b>Residential Structures</b>						
3-a	Loss of residential structure	Residential structure and other assets	Legal titleholders  Family with traditional land right	<ul style="list-style-type: none"> <li>Each affected family shall be eligible for Replacement cost of the structure and other assets (or part of the structure and other assets, if remainder is viable without depreciation)</li> <li>Fees, taxes, and other charges related to replacement structure.</li> <li>Right to salvage materials from structure and other assets with no deductions from replacement value.</li> <li>Each displaced family shall get subsistence grant of Rs. 36,000 @ Rs. 3,000 per month for 12 month and additional 50000 to SC and ST in case of Schedule Area as defined in RFCTLARRA-2013</li> <li>Each displaced family<sup>10</sup> shall get one-Time resettlement allowance of Rs.50000</li> <li>One-time financial assistance of Rs. 25,000 to the families losing cattle sheds and/or petty shops for reconstruction</li> <li>All displaced families will receive one-time shifting assistance at following rate               <ul style="list-style-type: none"> <li>Temporary Structure @ Rs. 5000</li> <li>Semi-Permanent Structure @ Rs.7500</li> <li>Permanent Structure @ Rs.10000</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Compensation accounts for all taxes and fees and does not account for any depreciation.</li> <li>Assessment of viability of remaining structure will be made in consultation with DPs</li> </ul>	District Collector shall determine the market value of the structure and add 100% solatium as specified in LARR Act.. CGPWD will verify the extent of impacts through a 100% survey of DHS determine assistance, verify and identify vulnerable households.

<sup>10</sup> Displaced family for eligibility under this entitlement matrix means the family losing more than 50% of main structures affected by this Project.

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
3-b	Loss of residential structure	Residential structure and other assets	Tenants and leaseholders	<ul style="list-style-type: none"> <li>Each affected (Owner) family shall be eligible for Replacement cost of the structure and other assets (or part of the structure and other assets, if remainder is viable without depreciation)</li> <li>Fees, taxes, and other charges related to replacement structure.</li> <li>Right to salvage materials from structure and other assets with no deductions from replacement value.</li> <li>Each tenant displaced family shall get               <ul style="list-style-type: none"> <li>one-Time resettlement allowance of Rs.50000</li> <li>One-time financial assistance of Rs. 25,000 to the families losing cattle sheds and/or petty shops for reconstruction</li> <li>All displaced families will receive one-time shifting assistance at following rate                   <ul style="list-style-type: none"> <li>Temporary Structure @ Rs. 5000</li> <li>Semi-Permanent Structure @ Rs.7500</li> <li>Permanent Structure @ Rs.10000</li> </ul> </li> </ul> </li> </ul>	Land/structure owners will reimburse tenants and leaseholders rental deposit or unexpired lease.	. CGPWD will verify the extent of impacts through a 100% surveys of DHs determine assistance, verify and identify vulnerable households.



S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
4-a	Loss of commercial structure	Commercial structure and other assets	Legal titleholders  Family with traditional land right	<ul style="list-style-type: none"> <li>Each affected family shall be eligible for Replacement cost of the structure and other assets (or part of the structure and other assets, if remainder is viable without depreciation)</li> <li>Fees, taxes, and other charges related to replacement structure.</li> <li>Right to salvage materials from structure and other assets with no deductions from replacement value.</li> <li>Each displaced family shall get one-Time resettlement allowance of Rs.50000</li> <li>One-time financial assistance of Rs. 25,000 to the families losing cattle sheds and/or petty shops for reconstruction</li> <li>One-time financial assistance of Rs. 25,000 to affected traders and small artisans</li> <li>All displaced families will receive one-time shifting assistance at following rate               <ul style="list-style-type: none"> <li>Temporary Structure @ Rs. 5000</li> <li>Semi-Permanent Structure @ Rs.7500</li> <li>Permanent Structure @ Rs.10000</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Compensation accounts for all taxes and fees, and does not account for any depreciation.</li> <li>Cattle sheds, petty shops, small traders and artisans shall be identified during census.</li> </ul>	District Collector/ shall determine replacement cost and add 100% solatium as specified if acquired under LARRA 2013. CGPWD will verify the extent of impacts through a 100% survey of DHs determine assistance, verify and identify vulnerable households.

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
4-b	Loss of commercial structure	Commercial structure and other assets	Tenants and leaseholders	<ul style="list-style-type: none"> <li>Each (owner)affected family shall be eligible for Replacement cost of the structure and other assets (or part of the structure and other assets, if remainder is viable without depreciation)</li> <li>Fees, taxes, and other charges related to replacement structure.</li> <li>Right to salvage materials from structure and other assets with no deductions from replacement value.</li> </ul> <p>Each tenantsdisplaced family shall get</p> <ul style="list-style-type: none"> <li>One-Time resettlement allowance of Rs.50000</li> <li>One-time financial assistance of Rs. 25,000 to the families losing cattle sheds and/or petty shops for reconstruction</li> <li>One-time financial assistance of Rs. 25,000 to the families losing traders and small artisans</li> <li>All displaced families will receive one-time shifting assistance at following rate               <ul style="list-style-type: none"> <li>Temporary Structure @ Rs. 5000</li> <li>Semi-Permanent Structure @ Rs.7500</li> <li>Permanent Structure @ Rs.10000</li> </ul> </li> </ul>	<p>Land/structure owners will reimburse tenants and leaseholders land rental deposit or unexpired lease.</p> <p>Cattle sheds, petty shops, small traders and artisans shall be identified during census.</p>	CGPWD will verify the extent of impacts through a 100% survey of DHs determine assistance, verify and identify vulnerable households.
4-c	Loss of commercial structure	Commercial structure and other assets	Non-Title Holders/Squatters, Encroacher	<ul style="list-style-type: none"> <li>Replacement cost of structure constructed without depreciation</li> <li>Extended Permanent Shed shall be paid Rs. 10000 lump sum</li> <li>Right to salvage materials from structure and other assets</li> <li>Each displaced family shall get one-Time resettlement allowance of Rs.50000</li> <li>All displaced families will receive one time shifting assistance at following rate               <ul style="list-style-type: none"> <li>Temporary Structure @ Rs. 5000</li> <li>Semi-Permanent Structure @ Rs.7500</li> <li>Permanent Structure @ Rs.10000</li> </ul> </li> </ul>	<p>Compensation accounts for all taxes and fees, and does not account for any depreciation.</p> <p>Cattle sheds, petty shops, small traders and artisans shall be identified during census.</p>	CGPWD will verify the extent of impacts through a 100% surveys of DHs determine assistance, verify and identify vulnerable households.





S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
7	Impacts on vulnerable DPs	All impacts	Vulnerable DPs	<ul style="list-style-type: none"> <li>One time lump sum assistance of Rs. 25000 to vulnerable households. This will be paid above and over the other assistance provided in items 1-a, 1-b, 2-a, 2-b, 3-a, 3-b, 3-c, 4-a, 4-b, 4-c, and 5.</li> <li>Receive preferential access to income restoration programs under the project.</li> <li>Access to basic utilities and public services</li> </ul>	Vulnerable households will be identified during the census and implementation of project.	<p>CGPWD will verify the extent of impacts through a 100% surveys of DHs determine assistance, verify and identify vulnerable households.</p> <p>The CGPWD with support from the CSC and NGO will conduct a training need assessment in consultations with the displaced persons so as to develop appropriate income restoration schemes.</p> <p>Suitable trainers or local resources will be identified by CGPWD and NGO in consultation with local training institutes.</p>
<b>Temporary Loss</b>						
8	Temporary loss of land	Land temporarily required for sub-project construction	<p>Legal titleholders</p> <p>Family with traditional land right</p>	<ul style="list-style-type: none"> <li>Any land required by the Project on a temporary basis will be compensated in consultation with the landholders.</li> <li>Rent at market value for the period of occupation</li> <li>Compensation for assets at replacement cost</li> <li>Restoration of land to previous or better quality.</li> <li>Location of construction camps will be fixed by contractors in consultation with Government and local community.</li> </ul>	<p>Assessment of impacts if any on structures, assets, crops and trees due to temporary occupation.</p> <p>Site restoration.</p>	CGPWD will ensure compensation is paid prior to site being taken-over by contractor. Contractor will be responsible for site restoration.



S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
9	Temporary disruption of livelihood	Legal titleholders, non-titled DPs	<ul style="list-style-type: none"> <li>• 60 days advance notice regarding construction activities, including duration and type of disruption.</li> <li>• Cash assistance based on the minimum wage/average earnings per month for the loss of income/livelihood for the period of disruption, and contractor's actions to ensure there is no income/access loss consistent with the EMP. Assistance to mobile vendors/hawkers to temporarily shift for continued economic activity.</li> </ul>	<ul style="list-style-type: none"> <li>• Identification of alternative temporary sites to continue economic activity.</li> </ul>	Contractors will perform actions to minimize income/access loss.	CGPWD & Contractor
<b>Common Resources</b>						
10	Loss of common property resources	Common property resources	<ul style="list-style-type: none"> <li>• Communities</li> </ul>	<ul style="list-style-type: none"> <li>• Replacement cost or restoration of the affected community property.</li> </ul>	Follow ADB SPS	CGPWD with NGO.
<b>Other</b>						
11	Any other loss not identified			<ul style="list-style-type: none"> <li>• Unanticipated involuntary impacts will be documented during the implementation phase and mitigated based on provision made in the RF.</li> </ul>	CGPWD will finalize the entitlements in line with ADB's SPS, 2009.	CGPWD

Note:- (1) No R&R entitlement shall be repeated.

(2) No entitlements are subject to change unless any new legislation / amendment or any Government orders invokes such changes mandatory.

## **VIII. INSTITUTIONAL ARRANGEMENTS**

### **A. Institutional Requirement**

81. For implementation of RP there will be a set of institutions involved at various levels and stages of the subproject. For successful implementation of the RP the proposed institutional arrangement with their role and responsibility has been outlined in this section. The following are the primary institutions, who will be involved in this implementation process:

- Chhattisgarh Public Works Department (CGPWD), Government of Chhattisgarh
- ADB-Project Implementation Unit (ADB-PIU)
- Project Division Office
- Non-Government Organization (NGO)

### **B. Executing Agency**

82. The Executing Agency (EA) for the Project is CGPWD, Government of Chhattisgarh. The existing CGPWD has already established an ADB-Project Implementation Unit (ADB-PIU) headed by a Project Director (PD). This office will be functional for the whole Subproject duration. The EA, headed by PD will have overall responsibility for implementation of loan and will also be responsible for the overall coordination among ADB, Government of Chhattisgarh and Project Division Offices.

### **C. Resettlement Management at ADB-PIU**

83. ADB-PIU will do the overall coordination, planning, implementation, and financing. The ADB-PIU will create a Social and Resettlement Unit (SRU) within itself with appointment of a Resettlement Officer (RO) at the rank of Tehsildar/Dy. Tehsildar and required support staff for the duration of the Subproject to ensure timely and effective planning and implementation of resettlement activities. The candidate to be appointed as RO is desired to have similar earlier experience in resettlement and social development planning and implementation. The RO will be assisted by the respective Project Division Offices and NGO for planning and implementation of resettlement activities in the subproject. Some of the specific functions of the ADB-PIU in regards to resettlement management will include:

- a. Overall responsibility of implementation and monitoring of R&R activities in the Subproject
- b. Ensure availability of budget for R&R activities;
- c. Liaison lined agencies support implementation of R&R;
- d. Selection and appointment of the NGOs;
- e. Coordinating with line Departments, Project Division Offices, implementing NGO and Construction Supervision Consultant (CSC)

### **D. Resettlement Management at Project Division Office**

84. Project Division Office will be established at district/subproject level for the implementation of subproject resettlement activities. Project Division Office, will appoint/designate an Assistant Resettlement Officer (ARO) in the rank of Assistant Engineer (AE) who will either be deputed to the PIU or engaged on contractual basis having adequate land acquisition implementation/resettlement experience. The staffs at the Project Division Office level will be provided with the training by the social/ resettlement specialist of the supervision

consultant for implementation of the RP. The Project Division Office will maintain all databases, work closely with DPs and other stakeholders and monitor the day today resettlement activities. Some of the specific tasks to be performed by Project Division Office include:

- Translation of RP in local language;
- Liaison with district administration for dovetailing government's income generating and developmental programs for the DPs;
- Ensure the inclusion of those DPs who may have not been covered during the census survey;
- facilitate the opening of accounts in local banks to transfer assistance to DPs, and organize the disbursement of cheque for assistance in the affected area in public;
- Monitor physical and financial progress on land acquisition and R&R activities;
- Participate in regular meetings in GRC; and
- Organize monthly meetings with the NGO to review the progress on R&R

85. For the subproject requires land acquisition, as per the procedure laid down under the Mutual Consent Policy of GoC a Land Valuation Committee (LVC) will be established at the district level. The Committee will be chaired by the District Collector or his/her representative and will have representatives of local self-government institutions as required. The LVC will be responsible to make independent valuation of land/other assets based on existing market replacement cost and also for completion of land acquisition on behalf of EA.

#### **E. Nongovernment Organization (NGO)**

86. Involuntary resettlement is a sensitive issue and strong experience in R&R matters along with community related skills will be required by the Project Division Office in order to build a good rapport with the affected community and facilitate satisfactory R&R of the DPs. To overcome this deficiency, experienced and well-qualified NGO in this field will be engaged to assist the Project Division Office in the implementation of the RP. The NGO would play the role of a facilitator and will work as a link between the PIU and the affected community. NGO will assist DP in income restoration by preparing micro plan and guiding to access into various ongoing government development schemes and agencies providing financial assistance and loan. Taking into account the significant role of the NGO in RP implementation, it is extremely important to select NGO that are capable, genuine and committed to the tasks assigned in order to ensure the success of the Plan. NGO will be hired for a group of subprojects which will manage the subproject resettlement activities, but the cost is proposed in each subproject keeping in view the PWD norms of requirement of advance administrative approval. The Terms of Reference for the NGO is appended as **Annexure 7**.

#### **F. Third Party Monitor of Direct Purchase**

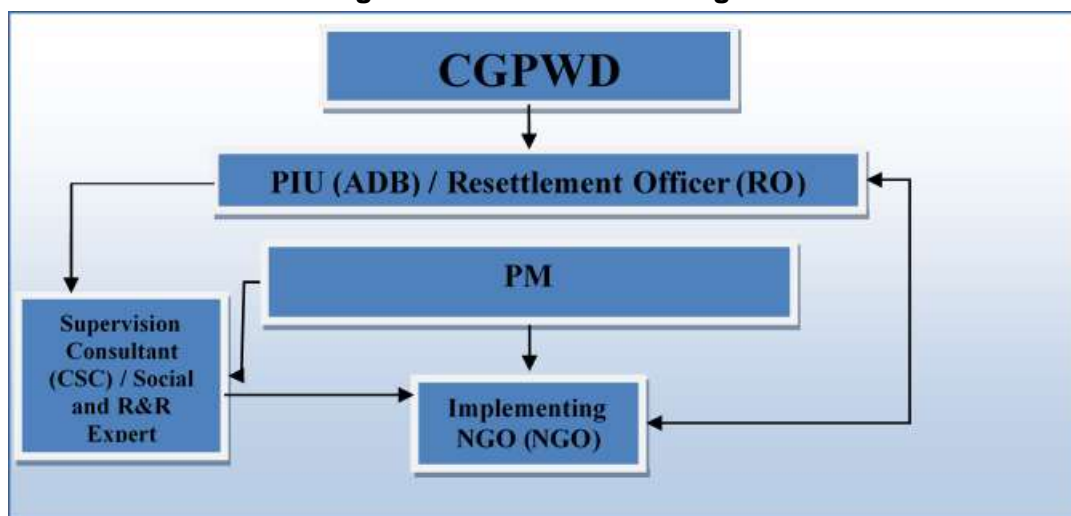
87. Monitoring direct purchase/mutual consent will be undertaken by a third party monitor. The main objective of this monitoring is to oversee overall process of mutual consent under Chhattisgarh Mutual Consent Policy 2016 and submit a report to determine whether negotiations goals have been achieved, more importantly whether the process of negotiations were transparent, consultations were held, fair price of land and assets were assessed. He will clearly delineate the bargaining powers of the parties have been exercised under no coercion. The ToR for External monitoring is attached as **Annexure: 10**.

88. The roles and responsibilities of various agencies to be involved in resettlement planning process and implementation of resettlement activities are summarized in **Table 39**.

**Table 39: Role of Different Agencies**

Activity	Agency Responsible
Establishment of Social and Resettlement Unit in ADB-PIU and appointment of Resettlement Officer (RO)	ADB-PIU
Organizing resettlement training workshop	ADB-PIU
Social Assessment and Preparation of land acquisition plan, Resettlement Plan (RP)	ADB-PIU through Design Consultant
Hiring of (Non-Government Organization) NGOs	ADB-PIU
Public consultation and disclosure of RP	Project Division Office / Design Consultant/NGO
Co-ordination with district administration for land acquisition	Project Division Office / Design Consultant
Declaration of cut-off date	ADB-PIU/ Project Division Office
Review and obtaining of approval of resettlement plan form ADB	ADB-PIU
Payment of replacement cost and allowance	Project Division Office
Notify the date of commencement of construction to DPs	Project Division Office /NGO
Assistance in relocation, particularly for vulnerable groups	Project Division Office / NGO
Monitoring of RP Implementation	Project Division Office /NGO
External Monitoring	PMC
Monitoring of Mutual Consent	Third Party Monitor

89. An organogram for the institutional arrangement is presented below in **Figure 2**

**Figure 2: Institutional Arrangement**

## **G. Capacity Building on RP in the EA**

90. Close consultations were held with all the concerned departments to have an initial level of capacity assessment and capacity building exercise in the relevant agencies during the preparation of this RP. The CGPWD has already established an ADB-PIU and needs appointment of a designated officials dealing with the land acquisition and resettlement for the subproject.

91. To allow an effective execution of all RP related tasks some expansion of the capacity on RP currently available at EA may be needed. During the first ADB supported project, the EA has only designated one Executive engineer as Resettlement Officer at HQ level. Keeping in view the current resettlement impacts and activities, it is suggested that a full time Officer preferably from Revenue department as RO will be placed at ADB-PIU level. Additionally, it is suggested that at field level PIU an Assistant Engineer level officer will be designated as ARO for subproject level RP implementation. As an advance action, the EA has initiated the process of deputing and RO from other relevant departments.

92. All concerned staff both at head office and field level involved in land acquisition and resettlement activities will undergo an orientation and training in ADB resettlement policy and management. Broadly, the training will cover various topics such as (i) Principles and procedures of land acquisition; (ii) Public consultation and participation; (iii) Entitlements and compensation & assistance disbursement mechanisms; Grievance redress; and (iv) Monitoring of resettlement operations. These will be covered through a formal workshop by the consultant under the ongoing technical assistance program. In addition, the R&R expert under Construction Supervision Consultant can also impart training to the field office staff during the subproject implementation if required. The specific components under the training will cover the following:

- a. Understanding of the ADB Policy Guidelines and requirements and differences between country policy and laws
- b. Understanding of the policy and procedure adopted for the Subproject
- c. Understanding of the Implementation Schedule activities step-by-step
- d. Understanding of the Monitoring and reporting mechanism
- e. Understanding of the economic rehabilitation measures

## **IX. GRIEVANCE REDRESS MECHANISM**

93. The project requires an efficient grievance redress mechanism (GRM) that will assist the DPs in resolving their queries and complaints. GRM is aimed to provide a trusted way to voice and resolve concerns linked to the project, and to be an effective way to address displaced person's concerns without allowing it to escalate resulting in delays in project implementation.

### **A. Grievance Redress Mechanism**

94. The EA will establish a mechanism to receive and facilitate the resolution of displaced persons' concerns and grievances about physical and economic displacement and other project impacts, paying particular attention to the impacts on vulnerable groups. A Grievance redress committee (GRC) will be established as soon as the project is approved by the government. The grievance redress mechanism will address DP's concerns and complaints promptly, using an understandable and transparent process that is gender responsive, culturally appropriate, and readily accessible to the displaced persons at no costs.

95. During project preparation, information regarding GRCs will be disclosed as part of the public consultation process. Grievances related to the implementation of the project will be acknowledged, evaluated, and responded to the complainant with corrective action proposed. The outcome shall also form part of the semi-annual monitoring report that will be submitted to ADB.

#### **1. Level 1: PIU and field level**

96. Grievance related to the implementation of resettlement plan will be taken to the PIU level. The grievance redress mechanism will be accessible to people throughout the length of the road in the subproject. The Resettlement staff of PIU and NGO will facilitate displaced persons in registering their grievances at the PIU level. A complaint register will be maintained at PIU level and also at the field level I to facilitate ease of access of the DPs to the grievance redress mechanism. The details related to the date of complaint, complaint, date of personal hearing, action taken and date of communication sent to complainant will be recorded. This complaint register will be initiated at the PIU level as soon as possible. Investigation of grievances will involve site visits and consultation with relevant parties like displaced persons, contractors etc. At the PIU level the GRC will comprise of the:

- a. A representative from PIU
- b. One representative from the affected village
- c. A representative for women from a relevant agency which could be from the government, or NGO or local community
- d. Implementing NGO
- e. A representative from IP community or NGO for IP related issue.

97. If the grievances remain unresolved it can be taken to the next level.

## 2. Level 2: State Level

98. Grievances not redressed by the PIU level will be brought to the District level Grievance Redress Committee (GRC). The District level GRC will be headed/chaired by District Collector. The District level GRC will comprise of the following:

- a. District Collector
- b. Project Director
- c. Resettlement Officer PWD
- d. Project Manager of concerned field unit
- e. A representative from IP community or NGO for IP related issue
- f. Representative of the implementation NGO

99. The main responsibilities of the GRC at both the levels will be to: (i) provide support to DPs on problems arising from land/property acquisition; (ii) record DP grievances, categorize, and prioritize grievances and resolve them; (iii) immediately inform the EA of serious cases; and (iv) report to DPs on developments regarding their grievances and decisions of the GRC. Other than disputes relating to ownership rights under the court of law, GRC will review grievances involving all resettlement benefits, compensation, relocation, replacement cost and other assistance.

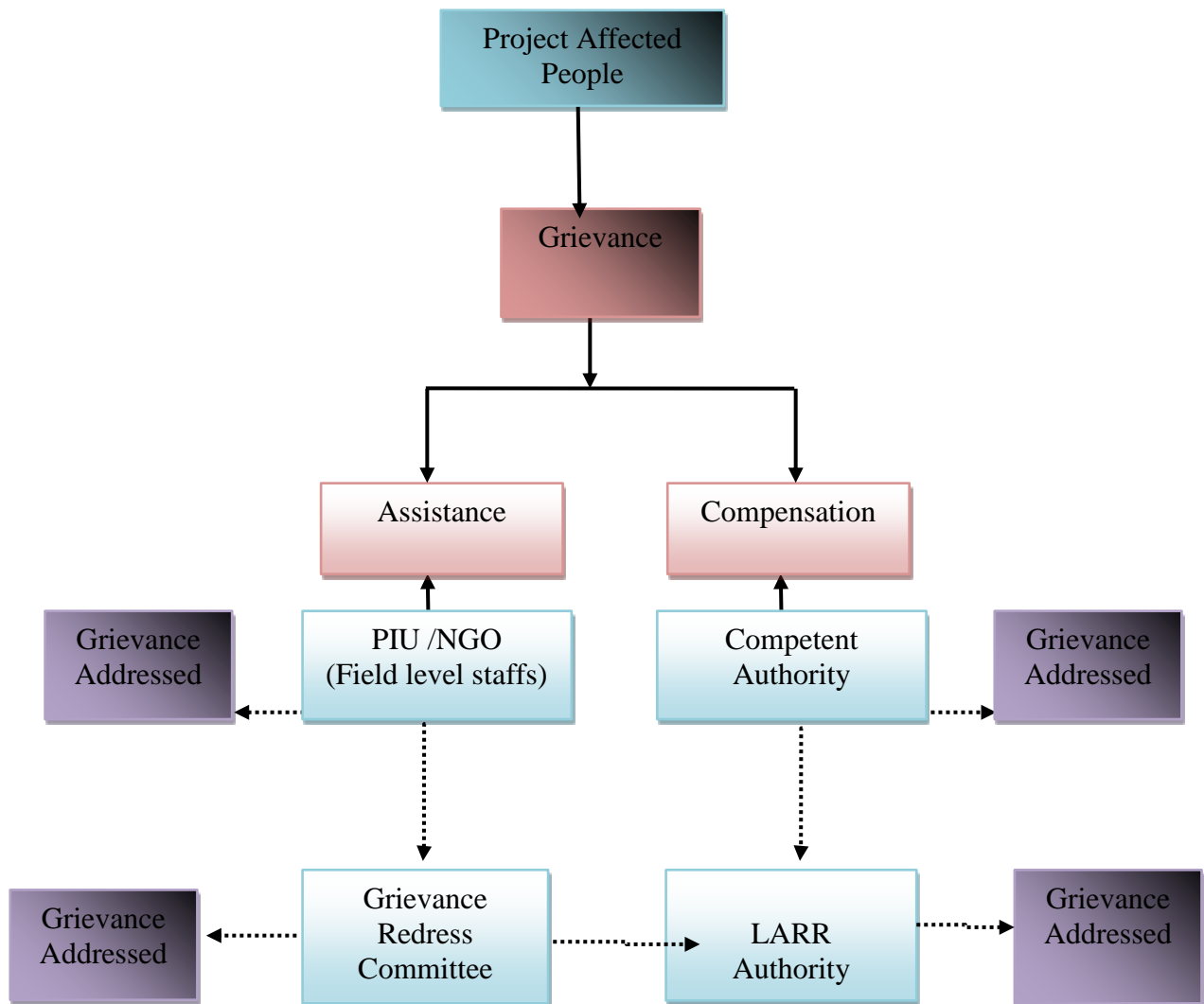
100. The GRC will meet every month (if grievances are brought to the Committee), determine the merit of each grievance, and resolve grievances within a month of receiving the complaint. Records will be kept of all grievances received including: contact details of complainant, date the complaint was received, nature of grievance, agreed corrective actions and the date these were affected, and final outcome. The GRCs will continue to function during the life of the Project. The GRC is expected to resolve grievances of the eligible persons within a stipulated time of 3 weeks at the PIU level and 3 weeks at the state level.

## 3. Level 3: Court of Law

101. The displaced person is free to access the country's legal system at any time and at any stage although Project GRM is the preferred route.

102. **Costs:** All costs involved in resolving the complaints (meetings, consultations, communication and reporting / information dissemination) will be borne by the Project.

103. **ADB Accountability Mechanism.** If the established GRM is not able to resolve a grievance, the affected person also can use the ADB Accountability Mechanism through directly contacting (in writing) the Complaint Receiving Officer at ADB headquarters or the ADB India Resident Mission (INRM). Before submitting a complaint to the Accountability Mechanism, it is necessary that an affected person make a good faith effort to solve the problem by working with the concerned ADB operations department and/or INRM. Only after doing that, and if they are still dissatisfied, will the Accountability Mechanism consider the complaint eligible for review. The complaint can be submitted in any of the official languages of ADB's developing member countries. The ADB Accountability Mechanism information will be included in the project-relevant information to be distributed to the affected communities, as part of the project GRM.

**Figure 3: Stages of Grievance Redressal**



## X. COMPENSATION, RELOCATION AND REHABILITATION

### A. Valuation of Assets

104. The valuation of the acquired land and other assets is based on the principle of compensation at replacement cost. Compensation and other assistance<sup>11</sup> is paid to all DPs prior to commencement of civil works. After payment of compensation, DPs are allowed to salvage the materials of their dismantled houses and shops without any charges. A notice to that effect is issued to the DPs.

#### 1. Valuation of Land

105. While customarily the rate of compensation for land to be acquired is determined on the basis of the circle rate of similar types of land, the replacement cost of the land is derived by applying procedure provided in the Chhattisgarh LARR Act Rules. This includes higher of the three (i) circle rate (ii) average sale of top 50% value for past one year (iii) Price fixation committee if value of earlier two methods are not available.

**Table 40: Compensation of Land**

Land Acquisition Details								
Sr. No.	Name of Village	Affected Total Land area (Sqm)	Land Acquisition Required			Affected Homestead Area		
			Affected Area (Sqm)	RR Rate per (Sqm) (Rs.)	Amount (Rs.)	Affected Area (Sqm)	RR Rate per (Sqm) (Rs.)	Amount (Rs.)
1	Junwani	2562.00	2562.00	198.00	507276.00	NA	NA	NA
2	Boirgaon	960.50	960.50	201.00	193060.50	20.50	8903.00	182511.50
<b>Total</b>		<b>3522.50</b>	<b>3522.50</b>		<b>700,336.50</b>	<b>20.50</b>		<b>182,511.50</b>

<b>Amount in Rs.</b>	<b>882,848.00</b>
<b>Total Amount in Rs.- (Amount x2)</b>	<b>1,765,696.00</b>

106. The land records containing information like legal title and classification of land are updated to ensure adequate and timely compensation. The land use classification according to the official revenue records at the time of the cut-off date for this subproject is applicable in determining compensation rates. In accordance with the respective provisions of the Entitlement Matrix, upon request of a DP, who is rendered marginal due to land acquisition, the Project will also acquire his/her residual land, if it has become nonviable due to the acquisition.

<sup>11</sup> While compensation and monetary assistance and allowances are required to be disbursed prior to dispossession or displacement of the displaced persons, the full resettlement plan implementation, which may require long-term income rehabilitation measures, may only be completed over a longer period of time after civil works have begun.

## 2. Valuation of Structures

107. The value of houses, buildings and other immovable properties, including public and private property, are determined on the basis of the current Basic Schedule of Rates (BSR) applicable at the time of acquisition, without depreciation. The valuation shall done by Building Department. There were different types of structures with varied rates depending upon the type of construction materials used. There were range of unit rate applied for type of construction and replacement cost was calculated for each structure. The total compensation paid is presented in Table 41.

**Table 41: Compensation of Structure**

Type	Unit	Rate (Rs.)	Size	Amount (Rs.)
Kaccha	M <sup>2</sup>	1261	2805.12	3,537,256
Semi Pucca	M <sup>2</sup>	2457	1329.55	3,266,704
Pucca	M <sup>2</sup>	7118	4080.7	29,046,423
Boundary Wall	Ft.	1312	6881.82	9,028,948
CPR	M <sup>2</sup>	12462	1666.36	20,766,178
<b>Total</b>				<b>65,645,509.00</b>

## 3. Valuation of Crops and Trees

108. Compensation for the loss of crops and trees shall be paid for this subproject, the cost of trees shall be calculated by the Forest Department and horticulture department, if required. The valuation shall be done at the time of award and after verification of trees falling under private land after section 11.

### B. Relocation

109. In addition to compensation at replacement value for the loss of structures, the EA provides relocation assistance according to the Entitlement Matrix.

- a. Opportunities to derive appropriate development benefits from the project such as direct employment, engagement as petty contractor, supplying raw materials etc.

110. To understand the relocation options, DHs were consulted during the census survey, the DPs showed a clear preference for cash compensation and self-relocation, in order to avoid disruption of community life and problems with host communities. However, in this project not no affected household is expected to be relocated to a different location since all of them have additional land to rebuild their structures at the existing locations. The NTH structures (kiosks), which are being fully affected will also be shifted back/accommodated within the remaining RoW land at the same location. Furthermore, during project implementation, the EA will ensure and efforts will be made to avoid and minimize the impacts and the implementing NGO will verify the same and include in the micro-plan accordingly. As per LARRA 2013 and the entitlement matrix, affected households will be given preference in determining viability of structures that will be partially affected.

111. All owners of affected structures in the project will be eligible for the following as per provisions made in the entitlement matrix:

a. Shifting assistance to displaced structures:

112. The shifting allowance has been categorized under TH and NTH. The shifting allowance has been categorized as per the nature of structure:

Temporary structure : 5000  
Semi-Permanent : 7500  
Permanent : 10000

b. Right to salvage materials from structure and other assets with no deductions from replacement value, and

113. The total assistance paid for shifting allowance is presented in Table 42. Shifting assistance shall be given to the DPs losing substantial main structure affecting to shift the structure.

**Table 42: Shifting Allowance**

Type of Assistance	No. of Structure	Rate /DH	Total Assistance Amount
Shifting – Kachcha	120	5000	600,000.00
Shifting – Semi Pucca	58	7500	435,000.00
Shifting – Pucca	90	10000	900,000.00
<b>Total</b>	<b>268</b>		<b>1,935,000.00</b>

114. To help the DHs losing structures in getting all above entitlements and relocating themselves, following relocation strategy is adopted in the project:

- At least 60 days advance notice before demolition of structure.
- Their dismantled structures materials will not be confiscated, and they will not pay any fine or suffer any sanction.
- The NGO engaged for RP implementation will assist DPs during verification of assets and will provide necessary support on payment of compensation and assistance.
- The NGO will assist the project authorities in ensuring a smooth transition (during the part or full relocation of the DHs), helping the DHs to take salvaged materials and shift.
- As per the Entitlement Matrix, Training Assistance will be given to Small Commercial establishments like artisans, commercial tenant, legal title holder losing commercial establishment and commercial structures.
- As per the Chhattisgarh RFCTLARRA 2013 Rules, the TH should be given 50% of land value or Rs. 500,000/DH as compensation whichever is lower.
  - 50% land compensation = Rs. 882,848/-
  - Rs. 500,000/ DH (DH=36) = Rs. 18,000,000/-
  - Hence compensation amount = Rs. 882,848/-

**C. Rehabilitation Measures:**

115. The entitlement proposed for the project has adequate provisions for restoration of livelihood of the affected communities. The focus of restoration of livelihoods is to ensure that the DPs are able to at least regain national minimum standards. Providing employment to the local people during the construction phase will enable them to benefit from the project, reduce the size of intrusive work forces and keep more of the resources spent on the project in the local economy. It will also give the local communities a greater stake and sense of ownership in the project.

116. Among specific rehabilitation measures, the TH losing land shall be eligible for Rs. 500000 or 50% of compensation as rehabilitation allowance and all NTH losing livelihood are being considered for capacity buildings by the project authority. The NGO to be engaged for implementation of RP will identify the eligible and most suitable candidate from the family by carry out training need assessment and prepare micro plan for rehabilitation of DPs. The NGO will impart training to the selected/eligible DPs for income restoration and skill up-gradation as per the micro plan. The EA will also provide opportunities to displaced persons to derive appropriate development benefits from the project. The vulnerable DPs will be given preference in availing employment opportunities in project construction work. The women headed households also will be taken care of in a case to case basis and the NGO will help them in forming Self-help Groups (SHGs), establish linkages to available credit facilities, special trainings, and linking them with ongoing govt. schemes. Budget for training in terms of assistance is provided to DPs losing livelihoods and the NGO will either organize training programs by employing appropriate resource persons or link the DPs to various ongoing training schemes. Fund for training is provided in the R&R budget keeping in view the average expenditure for ongoing training programs in the project area.

117. In addition to project-sponsored programs, the implementing NGO will play a proactive role to mobilize DPs to get benefits from various government schemes of Skill India and Livelihood Mission. The entitlement matrix has the provision of indexation in case of higher cost of training during implementation under these programmes. The implementing NGO will work with the panchayat governments to make available to the DPs benefits of some of the ongoing pro-poor programs for poverty reduction.

118. The specific rehabilitation measures in different categories under this subproject are being provided in the following table. 42. The structures to be affected more than 50% will require rebuilding and accordingly the owner provided with Rs. 50000 as resettlement allowance in addition to the shifting assistance as applicable.

**Table 43: Rehabilitation Measures**

<b>R&amp;R Assistance</b>	<b>Rate/DH</b>	<b>DH</b>	<b>Amount</b>
One-time assistance to TH for loss of land	50% of Land Compensation	36	882,848
Resettlement Allowance	50000	268	13,400,000
Vulnerability	25000	485	12,125,000
Cowshed /Shop/Small Trader	25000	204	5,100,000
Training	25000	204	5,100,000
<b>Total</b>			<b>36,607,848.00</b>

**D. Additional Support for Vulnerable DPs**

118. Special assistance at Rs. 25000 is paid to 485 vulnerable households totaling Rs. 12,125,000/-. In addition, the implementing NGO play a proactive role to link vulnerable affected households to various government schemes. The Non-titled persons being landless have been considered as vulnerable support.

## XI. BUDGET

### A. Source of Funding and Fund Flow Management

119. The cost related to land acquisition and resettlement is borne by the EA. The EA ensures allocation of funds and availability of resources for smooth implementation of the project R&R activities. The EA in advance, initiates the process and early approval for the R&R budget in the fiscal budget through the Ministry of Finance. In the case of assistance and other rehabilitation measures, the EA directly pays assistance as stated in the RP to DPs. The implementing NGOs facilitate the disbursement process and rehabilitation program.

### B. LAR Cost

120. Table 44 lays down the total estimated project budget for the subproject, which is Rs. **118,549,459/-**, borne by the EA.

**Table 44: Estimated Compensation and Relocation Budget**

Item	Mitigation provision			
	AH	Units	Unit rate (Rs.)	Total (Rs.)
<b>1. Land</b>	36	0.3523 Ha		1,765,696
<b>2. Structures</b>	485			
Kaccha	M <sup>2</sup>	2805.12	1261	3,537,256
Semi Pucca	M <sup>2</sup>	1329.55	2457	3,266,704
Pucca	M <sup>2</sup>	4080.7	7118	29,046,423
Boundary Wall	Ft	6881.82	1312	9,028,948
<b>d. Government and Community</b>				
CPR	M <sup>2</sup>	1666.36	12462	20,766,178
			<b>Sub Total A</b>	<b>67,411,205.00</b>
<b>3. R&amp;R Assistance</b>				
b. One time assistance to TH for loss of Land	36		50% of Land Compensation	882,848
c. Resettlement Allowance	268		50000	13,400,000
d. Vulnerability	485		25000	12,125,000
e. Shifting/Transport	268		5000/7500/10000	1,935,000
f. Cowshed/ Shop/ Small Trader	204		25000	5,100,000
g. Training	204		25000	5,100,000
			<b>Subtotal B</b>	<b>38,542,848</b>

Item	Mitigation provision			
	AH	Units	Unit rate (Rs.)	Total (Rs.)
			<b>Total A+B</b>	<b>105,954,053</b>
<b>Contingency (10% of LA &amp; R&amp;R Cost)</b>				10,595,405
			<b>Total</b>	<b>116,549,459</b>
<b>5. Implementation Cost</b>				
Hiring of NGO and Third Party Monitor				2,000,000
<b>Subtotal</b>				2,000,000
<b>Grand Total</b>				<b>118,549,459</b>
<b>Total Cost: 118,549,459/- (Rupees Eleven Crore Eighty Five Lakh Forty Nine Thousand Four Hundred Fifty Nine only)</b>				

## XII MONITORING AND EVALUATION

### A. Need for Monitoring and Reporting

121. Monitoring and Evaluation (M&E) are critical activities in involuntary resettlement in order to ameliorate problems faced by the DPs and develop solutions immediately. Monitoring is a periodic assessment of planned activities providing midway inputs. It facilitates change and gives necessary feedback of activities and the directions on which they are going, whereas evaluation is a summing up activity at the end of the project assessing whether the activities have actually achieved their intended goals and purposes. In other words, M&E apparatus is a crucial mechanism for measuring project performance and fulfillment of the project objectives.

### B. Internal Monitoring

122. One of the main roles of Project Division Office will be to see proper and timely implementation of all activities in RP. Monitoring will be a regular activity for ADB-PIU and Resettlement Officer at this level will see the timely implementation of R&R activities. Monitoring will be carried out by the PIU and its agents, such as NGOs and will prepare monthly reports on the progress of RP Implementation. PIU will collect information from the subproject site and assimilate in the form of monthly report to assess the progress and results of RP implementation and adjust work program where necessary, in case of delays or any implementation problems as identified. This monitoring will form parts of regular activity and reporting on this will be extremely important in order to undertake mid-way corrective steps. The monitoring by PIU will include:

- i. **Administrative monitoring:** daily planning, implementation, feedback and troubleshooting, individual DP database maintenance, and progress reports;
- ii. **Socio-economic monitoring:** case studies, using baseline information for comparing DP socio-economic conditions, evacuation, demolition, salvaging materials, morbidity and mortality, community relationships, dates for consultations, and number of appeals placed; and
- iii. **Impact monitoring:** Income standards restored/improved, and socioeconomic conditions of the displaced persons. Monitoring reports documenting progress on resettlement implementation and RP completion reports will be provided by the Project Division Office to ADB-PIU for review and approval from ADB.

### C. External Monitoring

123. The monitoring of RP will be undertaken by an external agency/R&R expert of PMC. The main objective of this monitoring is to supervise overall monitoring of the subproject and submit a biannual report to determine whether resettlement goals have been achieved, more importantly whether livelihoods and living standards have been restored/ enhanced and suggest suitable recommendations for improvement. The external monitoring consultant will be selected within three months of loan approval and the monitoring will be carried out intermittently during the RP implementation. The key tasks during external monitoring will include:

- a. Review and verify the monitoring reports prepared by ADB-PIU;
- b. Review of socio-economic baseline census information of pre-displaced persons;
- c. Identification and selection of impact indicators;



- d. Impact assessment through formal and informal surveys with the displaced persons;
- e. Consultation with DPs, officials, community leaders for preparing review report;
- f. Assess the resettlement efficiency, effectiveness, impact and sustainability, drawing lessons for future resettlement policy formulation and planning.

124. The following should be considered as the basis for indicators in monitoring of the subproject:

- a. Socio-economic conditions of the DPs in the post-resettlement period;
- b. communication and reactions from DPs on entitlements, compensation, options, alternative developments and relocation timetables etc.;
- c. changes in housing and income levels;
- d. rehabilitation of informal settlers;
- e. valuation of property;
- f. grievance procedures;
- g. disbursement of compensation; and
- h. level of satisfaction of DPs in the post resettlement period.

#### **D. Stages of Monitoring**

125. Considering the importance of the various stage of subproject cycle, the EA will handle the monitoring at each stage as stated below:

##### **A. Preparatory Stage**

126. During the pre-relocation phase of resettlement operation, monitoring is concerned with administrative issues such as, establishment of resettlement unit, budget, land acquisition, consultation with DPs in the preparation of resettlement plan, payments of entitlement due, grievance redressal, and so on. The key issue for monitoring will be:

- a. Conduct of baseline survey
- b. Consultations
- c. Identification of DP and the numbers
- d. Identification of different categories of DPs and their entitlements
- e. Collection of gender disaggregated data
- f. Inventory and losses survey
- g. Asset inventory
- h. Entitlements
- i. Valuation of different assets
- j. Budgeting
- k. Information dissemination
- l. Institutional arrangements
- m. Implementation schedule review, budgets and line items expenditure

##### **B. Relocation Stage**

127. Monitoring during the relocation phase covers such issues as site selection in consultation with DPs, development of relocation sites, assistance to DPs (especially to vulnerable groups) in physically moving to the new site. Likewise aspects such as adjustment of

DPs in the new surroundings, attitude of the host population towards the new comers and development of community life are also considered at this stage. The key issue for monitoring will be:

- a. Payment of compensation
- b. Delivery of entitlement
- c. Grievance handling
- d. Preparation of resettlement site, including civic amenities (water, sanitation, drainage, paved streets, electricity)
- e. Consultations
- f. Relocation
- g. Payment of compensation
- h. Livelihood restoration assistance and measures

### **C. Rehabilitation Stage**

128. Once DPs have settled down at the new sites, the focus of monitoring will shift to issues of economic recovery programs including income restoration measures, acceptance of these schemes by DPs, impact of income restoration measures on living standards, and the sustainability of the new livelihood patterns. The key issue for monitoring will be:

- a. Initiation of income generation activities
- b. Provision of basic civic amenities and essential facilities in the relocated area
- c. Consultations
- d. Assistance to enhance livelihood and quality of life

### **E. Monitoring Indicators**

129. The most crucial components/indicators to be monitored are specific contents of the activities and entitlement matrix. The RP contains indicators and benchmarks for achievement of the objectives under the resettlement program. These indicators and benchmarks are of three kinds:

- a. Process indicators including subproject inputs, expenditures, staff deployment, etc.
- b. Output indicators indicating results in terms of numbers of displaced people compensated and resettled, training held, credit disbursed, etc. and
- c. Impact indicators related to the longer-term effect of the subproject on people's lives.

130. Input and output indicators related to physical progress of the work will include items as following:

- a. Training of PIU staff completed
- b. Public meetings held
- c. Census, assets inventories, assessments and socio-economic studies completed
- d. NGO recruited and trained
- e. Meetings of GRC
- f. Grievance redress procedures in-place and functioning
- g. Compensation payments disbursed

- h. Relocation of DPs completed
- i. Employment provided to DPs
- j. Training of DPs initiated
- k. Income restoration activities initiated
- l. Number of families physically displaced and resettled
- m. Monitoring reports submitted

## **F. Reporting Requirements**

131. Project Division Office responsible for supervision and implementation of the RP will prepare monthly progress reports on resettlement activities and submit to ADB-PIU. ADB-PIU will submit semi-annual reports to ADB. The reports will be disclosed in the ADB website.

132. The external monitoring expert will submit a semi-annual review report to ADB-PIU to determine whether resettlement goals have been achieved, more importantly whether livelihoods and living standards have been restored/ enhanced and suggest suitable recommendations for improvement.

All the resettlement monitoring reports will be disclosed to DPs as per procedure followed for disclosure of resettlement documents by the EA.

## **G. Third Party Monitoring and Reporting Requirement for Direct Purchase**

133. CGPWD require an independent third-party for documenting and monitoring of direct/negotiated land purchase for the project. The role of the third party shall be to ensure a fair and transparent process of negotiation/purchase.

134. The details of the meetings, and a certificate as witness to the purchase / negotiation process and mitigation measures to owner / seller, if any, shall be submitted by the third party to PMU, PIU and owner/seller in the local language. The monitoring report prepared by third party for negotiated settlement will be submitted to ADB.

### XIII. IMPLEMENTATION SCHEDULE

135. Implementation of RP mainly consists of compensation to be paid for affected structures and rehabilitation and resettlement activities. The time for implementation of resettlement plan will be scheduled as per the overall project implementation. All activities related to the land acquisition and resettlement must be planned to ensure that compensation is paid prior to displacement and commencement of civil works. Public consultation, monitoring and grievance redress will be undertaken intermittently throughout the project duration. However, the schedule is subject to modification depending on the progress of the subproject activities. The civil works contract for each subproject will only be awarded after all compensation and relocation has been completed for subproject and rehabilitation measures are in place.

#### A. Schedules for Subproject Implementation

136. The proposed subproject R&R activities are divided in to three broad categories based on the stages of work and process of implementation. The details of activities involved in these three phases-Project Preparation phases, RP Implementation phase, Monitoring and Reporting period are discussed below:

- **Subproject Preparation Phase:** The major activities to be performed in this period include establishment of Project Division Office at subproject level; submission of RP for ADB approval; appointment of NGO and establishment of GRC etc. The information campaign and community consultation will be a process initiated from this stage and will go on till the end of the subproject.
- **RP Implementation Phase:** After the subproject preparation phase the next stage is implementation of RP which includes issues like compensation of award by EA; payment of all eligible assistance; relocation of DPs; initiation of economic rehabilitation measures; site preparation for delivering the site to contractors for construction and finally starting civil work.
- **Monitoring and Reporting Period:** As mentioned earlier the monitoring will be the responsibility of ADB-PIU, Project DivisionOffice and implementing NGO and will start early during the subproject when implementation of RP starts and will continue till the complementation of the subproject. Keeping in view the significant involuntary resettlement impacts, an external monitoring and reporting expert will be hired for the subproject.

#### B. R&R Implementation Schedule

137. A composite implementation schedule for R&R activities in the subproject including various sub tasks and time line matching with civil work schedule is prepared and presented in the form of **Table 44**. However, the sequence may change or delays may occur due to circumstances beyond the control of the Subproject and accordingly the time can be adjusted for the implementation of the plan. The implementation schedule can also be structured through package wise. The entire stretch can be divided in to various contract packages and the completion of resettlement implementation for each contract package shall be the pre-condition to start of the civil work at that particular contract package.




### Table 45: R&R Implementation Schedule

[illegible]

[illegible]

### Appendix 1: LIST OF AFFECTED VILLAGES

Group A (Package 02) -Chhura Rajim Road							
Sr. No.	Village Name	Chainage		Tehsil	District	LA Required (in Ha)	Affected Household
		To	From				
1	Chhura	0+000	0+730	Chhura	Gariyaband	—	—
2	Daganbay	2+090	2+230	Chhura	Gariyaband	—	—
3	Khatti	2+300	2+750	Chhura	Gariyaband	—	—
4	Lohichar	4+200	4+950	Chhura	Gariyaband	—	—
5	Khairjhity	7+050	7+450	Chhura	Gariyaband	—	—
6	Madeli	9+360	9+700	Chhura	Gariyaband	—	—
7	Boirgaon	12+800	13+100	Chhura	Gariyaband	0.0961	14
8	Paktiya	14+150	15+150	Chhura	Gariyaband	—	—
9	Junwani	16+400	17+250	Chhura	Gariyaband	0.2562	22
10	Chuhiya	23+425	23+930	Rajim	Gariyaband	—	—
11	Kundel	25+150	25+600	Rajim	Gariyaband	—	—
12	Tarrighat	25+900	26+650	Rajim	Gariyaband	—	—
13	Rohina	27+050	27+950	Rajim	Gariyaband	—	—
14	Ravinagar	29+700	30+100	Rajim	Gariyaband	—	—
15	Kaundkera	30+910	32+050	Rajim	Gariyaband	—	—
16	Bhaisatara	33+900	34+300	Rajim	Gariyaband	—	—
17	Beltukari	36+150	37+650	Rajim	Gariyaband	—	—
18	Patharra	41+700	42+400	Rajim	Gariyaband	—	—
19	Rajim	42+400	43+162	Rajim	Gariyaband	—	—
						<b>0.3523</b>	<b>36</b>

-  > A village come under tribal area
-  > A village having affected ST families
-  > A Village having affected ST families & comes under tribal Area

## Appendix 2: CENSUS AND SOCIO-ECONOMIC QUESTIONNAIRE

**Survey Schedule for Project Affected Person**

**CHHATTISGARH STATE ROAD SECTOR PROJECT, ADB, PWD  
GOVERNMENT OF CHHATTISGARH**

1. सड़क का नाम:

2. परियोजना प्रभावित परिवार की पहचान:

(Identification of PAF)

- A. नाम: \_\_\_\_\_  
 B. पिता/पति का नाम: \_\_\_\_\_  
 C. नामित सदस्य का नाम: \_\_\_\_\_  
 D. पता: \_\_\_\_\_  
 E. आधार नं.: \_\_\_\_\_  
 F. दिशा (side) \_\_\_\_\_  
 G. मोबाइल नं० (Mobile) .....

संरचना विवरणी:

सड़क के मध्य से दूरी	<input type="text"/>
मकान <input type="text"/>	चहारदिवारी <input type="text"/> कुआँ <input type="text"/>
छज्जा <input type="text"/>	अन्य (विवरण दें) <input type="text"/>
कुल क्षेत्रफल :	
ल. <input type="text"/> चौ. <input type="text"/>	कुल <input type="text"/>
प्रभावित क्षेत्रफल	
ल. <input type="text"/> चौ. <input type="text"/>	कुल <input type="text"/>
कच्चा <input type="text"/> पक्का <input type="text"/>	अर्धपक्का <input type="text"/>

मिश्रित हो तो अलग से नोट लिखें

3. सामान्य पहचान (General Identification):

- A. चेनेज/पहचान नं०—  
 B- (i) ग्राम: \_\_\_\_\_  
 (ii) डाकखाना: \_\_\_\_\_  
 (iii) ब्लॉक: \_\_\_\_\_  
 (iv) जिला: \_\_\_\_\_  
 C- स्थिति : (i) ग्रामीण   
 (ii) अर्ध शहरी  (iii) शहरी

4. प्रभाव का प्रकार:

- (a) अतिक्रमणकारी (Encroacher)  
 (b) उपवेशी (Squatter)  
 (c) किराएदार (Tenant)  
 (d) दिहाड़ी मजदूर (Wage Labor)  
 (e) भूस्वामी (Title Holders)  
 (f) अन्य (Other) .....

5. नुकसान का प्रकार:

- (i) आवासीय  (ii) व्यवसायिक   
 (iii) आवासीय और व्यवसायिक  (iv) भूमि





6. नुकसान का प्रभाव : आंशिक / पूर्ण  
यदि प्रभाव आंशिक है तो 10 -20 % ☐ 20 -30 % ☐ 30 -40 % ☐ 40 -50 %  
50 % से अधिक ☐
7. आप इस स्थान पर कब से रह रहे हैं .....वर्ष/महीना
8. परिवार प्रश्नावली :  
परिवार का प्रकार  
1. संयुक्त [ ] 2. एकल [ ] 3. विस्तृत [ ]  
धार्मिक समूह  
1. हिन्दू [ ] 2. मुस्लिम [ ] 3. ईसाई [ ] 4. अन्य .....  
सामाजिक स्तर  
1. अनुसूचित जाति [ ] 2. अनुसूचित जनजाति [ ] 3. पिछड़ी जाति [ ]  
4. सामान्य जाति [ ]

परिवार के कुल सदस्यों का विवरण ( जो प्रभावित क्षेत्र के निवासी हैं ) :

[illegible]

आय का स्रोत:

- (iv) अन्य

(iii) नौकरी (सरकारी/गैर सरकारी) (iii) मजदूरी (कृषि/अन्य)

9. क्या आपके पास बैंक खाता है -      हाँ/नहीं

अगर है तो उसका विवरण : खाता न०

बैंक का नाम

(अगर नहीं है तो 15 दिनों के अन्दर खाता खुलवा कर सूचित करें)



### 10. विपन्न (Vulnerable):

यदि विपन्न है तो क्या आधार है -

- |                          |     |                              |     |
|--------------------------|-----|------------------------------|-----|
| 1. बीपीएल कार्ड          | [ ] | 2. जाति प्रमाण पत्र          | [ ] |
| 3. विकलांग               | [ ] | 4. महिला आश्रित परिवार (WHF) | [ ] |
| 5. किरायेदार प्रमाण पत्र | [ ] |                              |     |
| 6. अन्य (लिखिए).....     |     |                              |     |

### 11. प्रमाण-पत्रों का सत्यापन -

- |                             |     |                                       |     |
|-----------------------------|-----|---------------------------------------|-----|
| 1. खसरा/खतौनी               | [ ] | 6. राशन कार्ड (लाल, पीला, सफेद)       | [ ] |
| 2. किसान बही                | [ ] | 7. बिजली का बिल                       | [ ] |
| 3. रजिस्ट्री/बैनामा प्रपत्र | [ ] | 8. पगड़ी/अग्रिम धनराशि देने के प्रमाण | [ ] |
| 4. इकरारनामा/नोटरी          | [ ] | 9. चुनाव पहचान पत्र                   | [ ] |
| 5. पंचायत                   | [ ] | 10. अन्य .....                        |     |

### 12. केवल भूस्वामियों के लिए: (Only for Title Holdres)

- (i) खसरा नं.  कुल रकबा  अधिग्रहित रकबा   
(अगर इससे अधिक खसरे में जमीन गई है तो अन्य शीट का प्रयोग करें। )
- (ii) खाता नं.
- (iii) कृषक के अधीन कुल भूमि का क्षेत्रफल .....
- (iv) मुआवजा प्राप्त हुआ ☐ हाँ/नहीं ☐
- (v) कुल मुआवजे की राशि : भूमि  मकान   
अन्य सम्पत्ति
- (vi) किसान की श्रेणी :   
लघु  सीमांत  वृहत

### 13. किराएदार:

- |                   |                      |                          |                             |                             |                          |
|-------------------|----------------------|--------------------------|-----------------------------|-----------------------------|--------------------------|
| रहने की अवधि      | <input type="text"/> | प्रभावित क्षेत्रफल (sq.) | लम्बाई <input type="text"/> | चौड़ाई <input type="text"/> | कुल <input type="text"/> |
| किराया प्रतिमाह ₹ | <input type="text"/> | आश्रित परिवार की संख्या  | <input type="text"/>        |                             |                          |
| प्रतिमाह आय ₹     | <input type="text"/> |                          |                             |                             |                          |

उत्तरदाता का नाम :

दिनांक :

पर्यवेक्षक का नाम :

हस्ताक्षर :

संस्था प्रतिनिधि का नाम :

हस्ताक्षर :

### 15. पर्यवेक्षक का आकलन ( यदि लागू हो ) :

## Appendix 3: LIST OF TITLEHOLDERS

Sr. No.	Name of Owner	Details of land plot (Khasra no etc)	Total affected area of the land (in Ha.)	Type of Land	Category	Total area of the land (in ht)
<b>VILLAGE NAME : Junwani</b>						
1	Rohani Pati Govardhan	474	0.018	Barren	GEN	0.35
2	Dasharath, Mohan, Janakram Pita Nohar	440	0.018	Barren	ST	1.47
3	Shrawandas Pita Zumukdas	504	0.0024	Barren	OBC	1.93
4	Sadhuram Pita Puranik Bartanin Bewa Puranik	475	0.006	Barren	ST	0.5
5	Gendlal Pita Bhaiyyaram	441	0.0072	Barren	ST	0.18
6	Padmavati Pati C. R. Bhoyar	442	0.0132	Barren	ST	0.13
7	Ramji Pita Sukhuram	478	0.0252	Barren	ST	0.47
8	Padmavati Pati C. R. Bhoyar	443	0.0132	Barren	ST	0.18
9	Uber Pita Ramcharan	479	0.0102	Barren	ST	0.28
10	Ramji Pita Sukhuram	447	0.0204	Barren	ST	0.18
11	Bharat Pita Shivcharan	480	0.012	Barren	ST	0.28
12	Komalram Pita Narayan Dujabai Bewa Narayan	481	0.024	Barren	ST	0.3
13	Shantibai, Bhagabai Pita Manrakhan	449	0.0078	Barren	ST	0.59
14	Chamaru Pita Jedhuram Sukli Bewa Jethuram	450	0.036	Agriculture	ST	0.55
15	Harischandra, Ghanshyam Pita Bisahuram	457	0.0096	Agriculture	ST	0.24
16	Faguwa Duluram Ghasiya, Patetya	472	0.006	Agriculture	ST	0.08
17	Pancham Pita Bhagoli	484	0.0078	Barren	ST	0.03
18	Rambharosa, Rambai, Kuwarbai, Mantora, Ramhin, Krushnabai Pita Kawalu, Falbai, Murha Pita Mahesh	486	0.0042	Agriculture	ST	0.8
19	Narad, Narottam Pita Malikram	467	0.0018	Agriculture	ST	0.01
20	Vishnu Pita Ajab	470	0.0036	Agriculture	ST	0.01
21	Lokesh Pita Ishwari, CashwariBewa Ishwari	152	0.0048	Agriculture	ST	0.06

Sr. No.	Name of Owner	Details of land plot (Khasra no etc)	Total affected area of the land (in Ha.)	Type of Land	Category	Total area of the land (in ht)
22	Dukalsingh Pita Chainsingh	70/2	0.0048	Agriculture	ST	0.08
		<b>Subtotal</b>	<b>0.2562</b>			
<b>Village Name:- Boirgaon</b>						
23	Ratanlal Pita Kheduram	334	0.0088	Agriculture	ST	0.08
24	Krushnabai Pati Shankarlal	329/2	0.0032	Agriculture	OBC	0.02
25	Savitribai Pita Shankarlal	329/4	0.0088	Agriculture	OBC	0.04
26	Muraliram Pita Chherkuram	328/1	0.0064	Agriculture	OBC	0.17
27	Narayandas Pita Nathudas	342	0.0104	Agriculture	OBC	0.12
28	Narayandas Pita Nathudas	347	0.008	Agriculture	OBC	0.04
29	Arjun Pita Duklava	282	0.0198	Agriculture	OBC	0.12
30	Jagmohan Pita Bisaru	280	0.003	Agriculture	OBC	0.05
31	Khemalram Pita Ghasiya	278	0.0128	Agriculture	OBC	0.02
32	Kamalnarayan Pita Bhagirati	200	0.0032	Agriculture	OBC	0.03
33	Sukhit Pita Dhanau	201	0.0032	Agriculture	OBC	0.04
34	Ramhin Pita Dhanwar	207	0.0032	Barren	OBC	0.07
35	Saturam Pita Bisouha	208/2	0.0032	Agriculture	OBC	0.02
36	Nathu Das S/o Sakha Das Manikpuri	Khasra no. is not available	0.0021	Residential	OBC	0.0021
		<b>Subtotal</b>	<b>0.0961</b>			

<b>Total</b>	<b>0.35225</b>			
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**Appendix 4: LIST OF NON-TITLEHOLDERS**

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
1	Mr. Bhola Sharma	Kiosk	Churra	Left	0.000	Gen	0.31
2	Mrs. Ganga Bai Sahu	Hotel	Churra	Left	0.000	OBC	10.98
		Store Room					4.14
3	Mr. Kamal Sahu	House	Churra	Left	0.000	OBC	9.24
4	Mr. Tameshwer Prasad	Shop	Churra	Right	0.035	OBC	4.39
5	Mr. Santosh Naidu	Kiosk	Churra	Left	0.035	OBC	2.02
6	Mr. Shyam Karan Nirmalkar	Hotel	Churra	Left	0.035	OBC	7.35
		Store Room					4.35
7	Mr. Mani Ram Sahu	Shop	Churra	Right	0.035	OBC	10.93
8	Mr. Prahalad Patel	House (First Floor)	Churra	Right	0.040	OBC	21.32
		Shop (Ground Floor)(TVS Showroom)					21.32
9	Mr. Ashish Kumar	House (First Floor)	Churra	Right	0.040	Gen	8.25
		Shop (Ground Floor)					8.25
10	Mr. Rajendra Prasad Shukla	Shop	Churra	Right	0.040	Gen	14.28
		Boundary Wall					1.85
		Porch/Enterence					2.00
11	Mr. Anil Choubey	House	Churra	Right	0.110	Gen	20.13
		Boundary Wall					6.30
12	Mr. Arun Choubey	House (First Floor)	Churra	Right	0.110	Gen	24.19
		Shop (Ground Floor)					24.19
		Porch/Enterence					5.18
		Stair					2.48
13	Mr. Motilal Dewangan	House (First Floor)	Churra	Right	0.130	OBC	7.28
		Shop (Ground Floor)					7.28
14	Mrs. Kunti Bai Sinha	House (First Floor)	Churra	Right	0.130	OBC	1.95
		Shop (Ground Floor)					1.95
15	Mr. Yashwant Kumar	Shop	Churra	Right	0.130	SC	4.68
16	Mr. Yogendra Chandrakar	Boundary Wall	Churra	Right	0.160	OBC	9.25
		House (First Floor)					1.50
		Shop (Ground Floor)					1.50
17	Mr. Likeshwer Dewangan	Kiosk	Churra	Left	0.160	OBC	4.41
18	Mr. Dharmendra Dixit	Shop	Churra	Left	0.210	Gen	5.25
							11.66
19	Mr. Rajendra Dixit	Shop	Churra	Right	0.210	Gen	13.39
							5.88
20	Mr. Vinod Kodhari	House (First Floor)	Churra	Right	0.260	Gen	18.20

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
		Shop(Ground Floor)					24.70
21	Mr. Basant Sahu	Shop (Pan Shop)	Churra	Right	0.275	OBC	2.55
22	Mr. Ramsawarup Sahu	Shop (Pan Shop)	Churra	Right	0.275	OBC	1.44
23	Mr. Umed Sen	Shop	Churra	Right	0.280	SC	7.59
24	Mr. Baldau	Shop	Churra	Right	0.280	OBC	4.25
25	Mr. Rameshwer Markam	Shop	Churra	Right	0.280	ST	6.56
26	Mr. Gulab Ram Patel	Shop(Fruit)	Churra	Right	0.285	OBC	6.98
27	Mr. Sawarm Yadu	Shop (Salun)	Churra	Right	0.290	OBC	3.45
28	Mr. Jhanak Ram Patel(Fruit Shop)	Fruit Shop	Churra	Right	0.300	OBC	8.80
29	Mr. Manoj Sen	Shop (Salun)	Churra	Right	0.300	SC	9.28
30	Mr. Darshan Lal Sen	Shop(salun)	Churra	Left	0.300	SC	7.83
31	Mr. Vijay Gupta	Kiosk	Churra	Left	0.300	Gen	0.70
32	Mr. Ram Dayal Sinha	Kiosk	Churra	Left	0.300	OBC	1.92
33	Mr. Jodhiram Nirmalker	Shop (Cycle)	Churra	Right	0.300	OBC	5.06
34	Mr. Satish Naamdev	Shop (Pan Shop)	Churra	Right	0.300	OBC	4.90
35	Mr. Bishau Ram Sinha	Shop (Cycle)	Churra	Right	0.300	OBC	3.19
36	Mr. Ravishanker Dewangan	Shop (Paint)	Churra	Right	0.300	OBC	23.78
37	Mr. Heera Singh Mirdha	Kiosk	Churra	Left	0.310	OBC	1.44
38	Mr. Itwari Ram Yadaw	House	Churra	Right	0.310	OBC	14.10
		Hotel					9.63
		Store Room					3.99
39	Mr. Yashwant Yadaw	House (First Floor)	Churra	Right	0.320	OBC	7.29
		Shop (Ground Floor)					7.29
		Porch(First Floor)					1.50
		Porch (Ground Floor)					1.50
		Boundary Wall					2.35
40	Mr. Sajjan Sharma	Shop (Rice)	Churra	Right	0.322	Gen	13.15
41	Mr. Jamiyatmal Sachdev	Shop (Kirana)	Churra	Right	0.345	OBC	55.34
		Porch/Enterence					7.14
		Shop (Rice)					32.94
		Boundary Wall					4.90
42	Mr. Puranik Sahu	House (First Floor)	Churra	Right	0.35	OBC	9.88
		Shop (Ground Floor)					9.88
43	Mr. Shivdayal Sahu	Shop	Churra	Right	0.355	OBC	3.10
		Porch/Enterence					1.68
44	Mr. Vijay Kumar	Shop	Churra	Right	0.36	OBC	3.44
		Porch/Enterence					1.50
45	Mrs. Khatija	House (First Floor)	Churra	Right	0.38	Gen	24.94



Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
		Shop (Ground Floor)					0.86
46	Mrs. Shashi Sharma	Shop	Churra	Left	0.380	Gen	7.39
		Stair					0.54
		Boundary Wall					4.35
		Bor					1.00
47	Mrs. Sakuntala Saranda	Shop (Second Floor)	Churra	Right	0.395	OBC	2.52
		Shop (First Floor)					2.52
		Shop (Ground Floor)					2.52
48	Mr. Kalyan Rajput	Kiosk	Churra	Left	0.408	Gen	2.48
		Caunter					1.19
49	Mr. Pratapray	Shop (Kirana)	Churra	Right	0.42	OBC	29.40
		Porch/Enterence					8.71
50	Mrs. Kaushalya Bai Mandavi	Shop	Churra	Left	0.42	OBC	11.92
		Porch/Enterence					3.20
		House (First Floor)					11.52
		Shop (Ground Floor)					11.52
51	Mr. Chagumal Yadani	Shop (Second Floor)	Churra	Right	0.43	Gen	1.14
		Shop (First Floor)					1.14
		Shop (Ground Floor)					1.14
52	Mr. Chetan Yadaw	Shop(Electricion)	Churra	Right	0.441	OBC	8.04
53	Mr. Dilip	Boundary Wall	Churra	Right	0.450	OBC	1.50
54	Mr. Lokendra Dewangan	Boundary Wall	Churra	Right	0.450	OBC	2.60
55	Mrs. Meera Sharma	Boundary Wall	Churra	Right	0.460	Gen	9.00
56	Mr. Safar Sachdev	Boundary Wall	Churra	Left	0.465	OBC	8.30
57	Mr. Latelram Yadaw	House	Churra	Right	0.490	OBC	6.00
58	Mr. Vijay Gupta	House	Churra	Right	0.51	Gen	10.20
		Boundary Wall					11.80
59	Mr. Devdatta Chandrakar	Boundary Wall	Churra	Left	0.520	OBC	17.25
60	Mr. Jaggumal Sachdev	Boundary Wall	Churra	Left	0.52	OBC	8.45
		Shop (Second Floor)					3.85
		Shop (First Floor)					3.85
		Shop (Ground Floor)					3.85
61	Mrs. Keja Bai Yadaw	Shop	Churra	Left	0.520	OBC	5.25
62	Mr. Homanlal Soni	House (First Floor)	Churra	Left	0.525	Gen	2.21
		Shop (Ground Floor)					2.21
63	Mrs. Bashanti Soni	House	Churra	Left	0.530	Gen	13.20
64	Mr. Thansen Soni	House	Churra	Left	0.540	Gen	13.57
65	Mrs. Rajkumari Soni	House	Churra	Left	0.545	Gen	7.80
66	Mr. Thakur Ram Patel	House (First Floor)	Churra	Right	0.54	OBC	47.95

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
		Shop (Ground Floor)					47.95
		Porch/Enterence					4.08
67	Mr. Poshan Singh	House (First Floor)	Churra	Left	0.545	OBC	16.79
		Shop (Ground Floor)					16.79
		Porch/Enterence					4.20
68	Mr. Khemraj Soni	House	Churra	Left	0.550	OBC	14.05
69	Mr. Mukesh Kumar Dewangan	Porch/Enterence	Churra	Right	0.551	OBC	3.75
		Shop					9.80
70	Mr. Sunil Soni	House (First Floor)	Churra	Right	0.554	Gen	12.06
		Shop (Ground Floor)					12.06
		Porch/Enterence					5.08
71	Mr. Eswer	House (First Floor)	Churra	Right	0.555	OBC	16.38
		Shop (Ground Floor)					16.38
72	Mr. Chandrahas Dewangan	House (First Floor)	Churra	Right	0.56	OBC	12.45
		Shop (Ground Floor)					12.45
		Porch/Enterence					2.10
73	Mr. Aawadesh Pradhan	Shop (Elecricion)	Churra	Right	0.565	Gen	15.94
74	Mr. Goverdhan Dhruw	Room	Churra	Left	0.58	ST	17.98
		Bathroom					9.60
		Boundary Wall					3.30
75	Mr. Anil Sindhi	Godhan	Churra	Left	0.590	Gen	20.87
76	Mr. Radheshyam Soni	House (First Floor)	Churra	Left	0.59	Gen	1.60
		Shop (Ground Floor)					1.60
77	Mrs. Naina Bai	Shop Shade	Churra	Right	0.590	OBC	4.40
78	Mr. Nathel Sahu	Shop	Churra	Left	0.598	OBC	3.36
79	Mr. Khorbahara Nirmalker	Shop	Churra	Left	0.600	OBC	5.10
80	Mr. Ramesh Jaiswal	Porch/Interence (First Floor)	Churra	Right	0.62	Gen	0.66
		Porch/Interence(Ground Floor)					0.66
81	Mr. Madan Lal Sen	Boundary Wall	Churra	Left	0.635	SC	3.80
82	Mr. Lekhram Dhruw	Boundary Wall	Churra	Left	0.66	ST	7.00
		Porch/Enterence					9.99
		House					15.66
83	Mr. Khemchand Jain	Boundary Wall	Churra	Left	0.67	Gen	9.20
		House					10.80
84	Mrs. Sukaru Bai	House	Churra	Right	0.680	OBC	6.84
85	Mr. Kuleshwer Yadaw	House	Churra	Right	0.680	OBC	11.78
86	Mr. Tarachand Sharma	Shop (Dhan Shop)	Churra	Right	0.69	Gen	3.03



Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
		Porch/Enterence					0.56
87	Mr. Chamanlal Sahu	House (First Floor)	Churra	Left	0.72	OBC	4.80
		House (Ground Floor)					4.80
		Boundary Wall					4.75
88	Mr. Jivanlal Dhruw	Hotel	Churra	Right	0.730	ST	17.71
89	Mr. Pushker Singh Chauhan	Boundary Wall	Churra	Right	0.740	OBC	11.70
90	Mr.Dinesh Kodhari	Boundary Wall	Churra	Right	0.870	Gen	13.10
91	Mr. Ganesh Dhruw	Shop	Churra	Left	1.000	ST	2.81
92	Mr. Dayalal	Hotel	Churra	Left	1.100	OBC	19.50
93	Mr. Fagu Yadaw	Cattel Shed	Lohichar	Left	2.1	OBC	11.26
		House					26.70
94	Mr. Abhay Ram	House	Lohichar	Left	2.100	OBC	15.40
95	Mr. Kishor Kumar Yadaw	House (PM Awas Yojna)	Lohichar	Left	2.150	OBC	1.04
96	Mr. Bahalu Dhruw	Boundary Wall	Lohichar	Left	2.240	ST	20.55
97	Mrs. Mungeshwari Dhruw	House	Lohichar	Left	2.24	ST	9.62
		Boundary Wall					15.50
98	Mr. Enderman Chakradhari	Porch/Enterence	Lohichar	Left	4.28	Gen	26.77
		House					2.02
		Boundary Wall					9.00
99	Mr. Yashwant Sen	Boundary Wall	Lohichar	Right	4.280	SC	1.88
100	Mr.Thakurram	Boundary Wall	Lohichar	Left	4.32	OBC	31.20
		House					11.56
101	Mr. Kuwer Singh Chakradhari	Boundary Wall	Lohichar	Left	4.38	OBC	13.10
		Porch/Enterence					6.65
102	Mr. Uma Ram Dhruw	Boundary Wall	Lohichar	Left	4.380	ST	27.10
103	Mr. Ashok Kumar Verma	Boundary Wall	Lohichar	Right	4.85	OBC	8.10
		House					2.31
104	Mr. Ramratan Yadaw	Hotel	Lohichar	Left	4.860	OBC	7.40
105	Mrs. Savitri Yadaw	Hotel	Lohichar	Right	4.860	OBC	5.81
106	Mr. Dhanraj Thakur	Kiosk	Lohichar	Right	4.860	Gen	1.68
107	Mr. Maniram Khailare	Boundary Wall	Lohichar	Left	4.920	OBC	13.95
108	Mrs. Sita Bai	Shop	Madeli	Right	9.445	OBC	16.07
		Porch/Enterence					17.15
		Shop					28.40
109	Mr. Tejram Nirmalker	Hotel	Madeli	Right	9.445	OBC	8.99
110	Late. Ghashi Ram Sahu	Grave	Madeli	Left	9.5	OBC	1.26
		Grave					0.90

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
		Grave					3.68
		Grave					1.52
111	Mr. Vijay Ratre	House	Madeli	Left	9.6	OBC	28.90
		Boundary Wall					25.40
112	Mr. Sonit Sinha	Shop	Madeli	Right	9.600	OBC	13.39
113	Mr. Dinesh	Shop	Madeli	Left	9.600	OBC	6.18
114	Aaghor Math (Penson not found)	House	Madeli	Left	11.7	Gen	2.40
		House					5.25
		Boundary Wall					27.50
115	Mr. Paramanand Sahu	Shop	Boeragaon	Left	12.500	OBC	6.13
116	Mrs. Sukhbati	Boundary Wall	Boeragaon	Right	12.900	OBC	5.70
117	Mr. Bhagwan Das Manikpuri	House	Boeragaon	Left	12.940	OBC	2.82
118	Mr. Kishan Ram Dhruw	House	Boeragaon	Left	12.940	ST	1.05
119	Mr. Hirawan Sahu	Boundary Wall	Boeragaon	Left	12.960	OBC	2.50
120	Mr. Thansingh Dhruw	Boundary Wall	Boeragaon	Right	13.030	ST	11.30
121	Mr. Chumman Dhruw	House	Panktiya	Right	14.202	ST	7.74
		Room					17.29
122	Mr. Madan Singh Dhruw	Boundary Wall	Panktiya	Right	14.210	ST	32.90
123	Mr. Tikam Singh	Kiosk	Panktiya	Right	14.240	Gen	4.40
124	Mr. Balmukund Chandraker	Shop (Tailor)	Panktiya	Left	14.24	OBC	45.50
		Cattel Shed					4.50
125	Mr. Sukhnandan Sahu	Shop	Panktiya	Right	14.24	OBC	23.25
		House					28.67
		Stair					1.00
126	Mr. Daya Ram Sahu	Boundary Wall	Panktiya	Left	14.24	OBC	24.70
		Room					23.50
		House					48.53
127	Mr. Gulshan Dhruw	House	Panktiya	Right	14.255	ST	46.20
		Toilet					10.12
128	Mrs. Samarri Bai Dhruw	Boundary Wall	Panktiya	Right	14.28	ST	13.30
		House					9.92
129	Mr. Mannu Sahu	House	Panktiya	Left	14.3	OBC	30.16
		Boundary Wall					3.30
130	Mr. Kishun Ram Sahu	House	Panktiya	Right	14.300	OBC	8.40
131	Mr. Punam Ram Sahu	Boundray Wall(Lathbath)	Panktiya	Right	14.31	OBC	4.70
		House					14.44
132	Mr. Pusaru Ram Dhruw	Shop (Genral)	Panktiya	Left	14.31	ST	25.11
		Porch/Enterence					12.38

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
		House					14.22
133	Mr. Khedu Ram	House	Panktiya	Left	14.320	OBC	60.76
134	Mr. Chintu Ram	Boundary Wall	Panktiya	Right	14.320	OBC	13.80
135	Mr. Lokesh Dhruw	House	Panktiya	Left	14.330	ST	21.12
136	Mr. Tejram Sahu	House	Panktiya	Right	14.330	OBC	42.88
137	Mrs. Ramshila Bai Patel	House	Panktiya	Right	14.34	OBC	25.48
		House					26.46
		Boundary Wall					22.10
138	Mrs. Jamuna Bai Patel	Boundary Wall	Panktiya	Left	14.36	OBC	13.70
		House					5.70
139	Mr. Salik Sen	House	Panktiya	Left	14.367	SC	24.32
140	Mr. Kamal Dhruw	Boundary Wall	Panktiya	Right	14.367	ST	13.10
141	Mr. Johan Dhruw	House	Panktiya	Left	14.390	ST	67.76
142	Mr. Hariram Dhruw	House	Panktiya	Left	14.400	ST	30.45
		House					30.45
143	Mr. Milan Ram Dhruw	House	Panktiya	Left	14.400	ST	46.01
144	Mr. Ramesh Chandraker	Shop (Kirana)	Panktiya	Right	14.4	OBC	16.25
		Porch(P) Stair Gally					3.25
		Boundary Wall					12.80
145	Mr. Chumman Nishad	Shop	Panktiya	Right	14.420	OBC	22.78
		Porch/Enterence					4.08
		Boundary Wall					6.50
146	Mrs. Dukham Bai	Toilet	Panktiya	Right	14.42	OBC	2.40
		Toilet					1.27
		Water Tank					0.63
147	Mr. Chaitu Ram	Toilet	Panktiya	Right	14.430	OBC	1.32
148	Mr. Devendra Kumar Sinha	Shop	Panktiya	Left	14.43	OBC	3.66
		Boundary Wall					9.00
149	Mrs. Budhyarrin Bai	House	Panktiya	Left	14.43	OBC	37.82
		Boundary Wall					22.05
		Boundary Wall					6.10
150	Mr. Ramulal Sahu	Shop	Panktiya	Right	14.43	OBC	26.25
		Sptic Tank					9.00
		Boundary Wall					13.85
		Wall					1.50
151	Mr. Anjor Dhruw	Boundary Wall	Panktiya	Left	14.430	ST	16.00
152	Mr. Balmokund Sahu	Toilet	Panktiya	Right	14.460	OBC	1.69
153	Mr. Ghanshyam Sahu	Toilet	Panktiya	Right	14.460	OBC	3.60
154	Mr. Rohini Bai Sahu	Shop (Kirana)	Panktiya	Right	14.48	OBC	8.84

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
		Shop					17.51
		Sptic Tank					4.25
155	Mr. Makhan Das Manikpuri	Boundary Wall	Panktiya	Left	14.5	OBC	4.90
		Shop (Kirana)					0.78
156	Mr. Ramlal Patel	Shop (Hardware)	Panktiya	Left	14.500	OBC	16.15
157	Mr. Yashwant Rao Bhoshle	Res+Shop	Panktiya	Right	14.52	OBC	17.98
		Shop					2.90
		Porch/Enterence					1.50
158	Mr. Jagat Ram Yadaw	Hotel	Panktiya	Right	14.530	OBC	9.45
159	Mr. Baiyeju Ram Sahu	Boundary Wall	Panktiya	Left	14.540	OBC	17.90
160	Mr. Yaad Ram Sahu	Boundary Wall	Panktiya	Left	14.540	OBC	2.50
161	Mr. Kham Singh Dhruw	House (Half Con.)	Panktiya	Left	14.575	ST	7.61
162	Mr. Pillu Ram Dhruw	Boundary Wall	Panktiya	Left	14.600	ST	2.00
163	Mr. Aanand Ram Dhruw	House	Panktiya	Left	14.620	ST	1.41
164	Mr. Satish Patel	House (Half Con.)	Panktiya	Right	14.620	OBC	13.68
165	Mr. Tiharu Dhruw	House (Half Con.)	Panktiya	Left	14.630	ST	23.00
166	Mr. Banshi Lal Sahu	House	Panktiya	Right	14.645	OBC	50.31
167	Mr. Raghunandan	House (First Floor)	Panktiya	Right	14.655	OBC	10.39
		House (Ground Floor)					10.39
168	Mr. Mahesh Vishwakarma	House	Panktiya	Right	14.665	OBC	38.44
		House					1.24
169	Mr. Arun Vishwakarma	House/Hut	Panktiya	Left	14.67	OBC	9.80
		Toilet					0.32
170	Mr. Uday Ram Sahu	Boundary Wall	Panktiya	Right	14.700	OBC	28.40
171	Mr. Vishnu Ram Sahu	Boundary Wall	Panktiya	Right	14.74	OBC	12.20
		Cattel Shed					5.67
		House					19.43
		Stair					5.70
172	Mr. Leela Ram Nishad	House	Panktiya	Left	14.745	OBC	67.65
		House					18.56
173	Mr. Gambhir Ram	House	Panktiya	Right	14.75	OBC	33.25
		Cattel Shed					14.72
		Boundary Wall					11.00
174	Mr. RamDayal Dhruw	House	Panktiya	Right	14.800	ST	3.25
175	Mr. Dhani Ram	House	Panktiya	Right	14.89	OBC	6.80
		House					4.34
		Cattel Shed					17.34
176	Mr. Dhurit Ram Sahu	Cattel Shed	Panktiya	Right	14.895	OBC	29.00
177	Mr. Ishwer Ram Sahu	Cattel Shed	Panktiya	Right	14.900	OBC	16.80

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
178	Mr. Gaitaram Sahu	Cattel Shed	Panktiya	Right	14.910	OBC	17.01
179	Mr. Puran Lal Nishad	Shop (Kirana)	Panktiya	Left	14.915	OBC	12.00
		Shop Shade					8.50
180	Mr. Rekhachand Sinha	Shop	Panktiya	Right	14.920	OBC	1.54
181	Mr. Nohar Dhruw	House	Panktiya	Right	14.925	ST	16.50
182	Mrs. Rampayari	House	Panktiya	Left	14.950	OBC	23.99
183	Mrs. Sonakumari Dhruw	House	Panktiya	Right	14.960	ST	7.92
184	Mr. Asha Ram Yadaw	Hotel	Panktiya	Left	14.980	OBC	13.00
185	Mr. Kuwer Singh Dhruw	House	Panktiya	Right	15	ST	6.48
		Boundary Wall					9.10
186	Mr. Kunju Ram Sahu	Cattel Shed	Panktiya	Left	15.1	OBC	11.22
		House					8.67
		House					24.20
187	Mr. Kumar Singh	Porch	Panktiya	Right	15.2	Gen	27.72
		House					4.40
188	Mr. Digeshwer Dhruw	Porch/Enterence	Panktiya	Right	15.300	ST	0.72
189	Mr. Kartik Dhruw	House	Panktiya	Right	15.500	ST	16.20
190	Mr. Dayaram Patel	House	Junwani	Left	16.610	OBC	0.38
191	Mr. Deradas Manikpuri	House	Junwani	Right	17.11	OBC	31.04
		House					16.94
		Cattel Shed					11.20
192	Shrawan Das Manikpuri	Hotel	Junwani	Right	17.110	OBC	5.60
193	Mr. Heeralal Dhruw	Boundary Wall	Junwani	Left	17.3	ST	12.70
		House					6.51
194	Mr. Mukesh Kumar Patel	House	Junwani	Left	18.840	OBC	5.04
195	Mr. Manharan Diwan	Hotel	Jamahi	Left	21.050	Gen	10.80
196	Mr. Pradeep Sahu	Kiosk	Jamahi	Left	22.100	OBC	0.32
197	Mr. Chandrahas Dhruw	Hotel	Jamahi	Left	22.100	ST	0.50
198	Mr. Ishwer Sinha	House	Chhueha	Right	23.450	OBC	16.13
199	Mr. Ghashiya Ram Joshi	House	Chhueha	Left	23.45	Gen	9.92
		House					16.17
200	Mr. Loknath Sinha	Boundary Wall	Chhueha	Left	23.460	OBC	26.70
201	Mr. Kumaan Dhruw	Boundary Wall	Chhueha	Right	23.480	ST	29.85
202	Mr. Gangadhar Sinha	Shop	Chhueha	Left	23.5	OBC	3.15
		Shop					2.49
		Shop					2.46
		Porch/Enterence					0.81
		Kitchen					2.10
		Boundary Wall					1.40

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
203	Mr. Durga Ram Sinha	Boundary Wall	Chhueha	Left	23.500	OBC	28.00
204	Mr. Mor Dawaj Sinha	Shop	Chhueha	Right	23.625	OBC	0.15
		Shop(Coloum)					13.02
205	Mr. Sant Ram	Shop (Cycle)	Chhueha	Left	23.635	OBC	8.99
206	Mrs. Rekha Bai Sinha	Shop (Fruit)	Chhueha	Left	23.640	OBC	2.35
207	Mr. Bhagirathi Sinha	Boundary Wall	Chhueha	Left	23.65	OBC	11.00
		Cattel Shed					2.16
208	Mr. Kishan Dasena	House	Chhueha	Right	23.655	SC	8.15
		Boundary Wall					13.65
209	Mr. Chatur Ram Sinha	Kiosk	Chhueha	Left	23.675	OBC	1.09
210	Mr. Bhim Singh Tarak	Shop (Welding)	Chhueha	Right	23.675	OBC	2.80
211	Mr. Ramlal Dhruw	Shop (Cycle)	Chhueha	Left	23.678	ST	5.47
212	Mr. Brijlal Sinha	House	Chhueha	Right	23.7	OBC	3.48
		House					16.12
		House					15.84
		Boundary Wall					16.40
213	Mr. Punit Tarak	Boundary Wall	Chhueha	Left	23.755	OBC	12.10
		House					4.42
214	Mrs. Savitri Bai Dhruw	Boundary Wall	Chhueha	Right	23.8	ST	9.80
		Toilet					1.50
		House					11.47
215	Mr. Aakalu Ramsen	Porch/Enterence	Chhueha	Left	23.860	SC	3.24
216	Mr. Gariba Ram Sagar	House	Chhueha	Right	23.87	Gen	12.72
		House					6.24
		House					13.20
		Toilet					1.50
217	Mr. Hulram Sinha	House	Chhueha	Left	23.980	OBC	3.23
218	Mr. Kuleshwer Pahadiya	Boundary Wall	Chhueha	Left	24.225	OBC	15.90
219	Mr. Theun Khan	Hotel	Kundel	Right	25.180	Gen	4.00
220	Mr. Safic Khan	Septic Tank	Kundel	Right	25.220	Gen	4.95
221	Mr. Kailash Chakradhari	House	Kundel	Right	25.240	OBC	26.04
222	Mr. Rikhi Ram Chakradhari	Boundary Wall	Kundel	Right	25.300	OBC	27.30
223	Mr. Chumka Ram Satnami	Boundary Wall	Kundel	Left	25.300	SC	16.50
224	Mr. Tej Ram Tandan	Boundary Wall	Kundel	Left	25.300	SC	16.50
225	Mr. Katik Ram Satnami	House	Kundel	Right	26.150	SC	10.80
226	Mr. Tarachand Sonwani	Boundary Wall	Kundel	Right	26.15	SC	11.00
		Godhan					12.00
227	Mr. Nabbu Khan	Boundary Wall	Kundel	Right	26.400	Gen	35.00
228	Mr. Latelram Patel	Kitchen	Kundel	Right	26.400	OBC	0.84

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
229	Mrs. Budhyarrin Sinha	Godhan	Kundel	Right	26.4	OBC	9.10
		Boundary Wall					10.50
		Toilet					9.45
		Well					3.00
230	Mr. Thakur Ram Sinha	Boundary Wall	Kundel	Left	26.400	OBC	15.10
231	Mr. Goverdhan Dhruw	Cattel Shed	Kundel	Left	26.48	ST	10.50
		Boundary Wall					6.00
		Boundary Wall					10.70
232	Mrs. Narmada Bai	House	Kundel	Right	26.48	OBC	7.83
		Boundary Wall					38.70
233	Mr. Lalit Kumar Sinha	Shop	Kundel	Right	26.48	OBC	6.40
		Room					8.50
234	Mr. Dhanau Ram	Cattel Shed	Kundel	Left	26.5	OBC	28.00
		Boundary Wall					18.40
235	Mr. Ramratan Siddar	House	Kundel	Left	26.54	Gen	8.99
		Boundary Wall					22.00
236	Mrs. Nanda Sinha	Boundary Wall	Kundel	Right	26.560	OBC	21.00
237	Mr. Surendra Patel	Boundary Wall	Kundel	Right	26.6	OBC	13.30
		Godhan					10.80
238	Mr. Santu Sinha	Boundary Wall	Kundel	Right	26.600	OBC	7.50
239	Mr. Santosh Nirmalker	Boundary Wall	Kundel	Left	26.668	OBC	31.40
240	Mr. Ramlal Yadaw	Cattel Shed	Kundel	Left	26.668	OBC	3.00
		Toilet					1.56
		Boundary Wall					6.50
241	Mr. Aadarut Sinha	Boundary Wall	Kundel	Right	26.668	OBC	37.00
242	Mr. Fagman Sahu	Stair	Tarrighat	Left	27.200	OBC	0.47
243	Mr. Jagat Verma	Shop	Tarrighat	Left	27.200	OBC	0.83
244	Mr. Kamal Sahu	Shop	Tarrighat	Left	27.200	OBC	3.25
245	Mr. Mohan Lal Patker	Shop	Tarrighat	Left	27.200	OBC	12.98
246	Mr. Nanuram Sahu	Kiosk	Tarrighat	Right	27.200	OBC	6.40
247	Mr. Bhuwan Sahu	Hotel	Tarrighat	Right	27.200	OBC	23.80
248	Mr. Mithlesh Ram Sen	Kiosk	Tarrighat	Left	27.200	SC	3.24
249	Mr. Dhanesh Ram Sen	Kiosk	Tarrighat	Left	27.200	SC	3.61
250	Mr. Shankar Sahu	Shop	Tarrighat	Left	27.200	OBC	4.86
251	Mr. Aanand Sen	Kiosk	Tarrighat	Left	27.200	SC	3.24
252	Mr. Domar Sonwani	House	Tarrighat	Left	27.5	OBC	93.16
		Toilet					1.56
253	Mrs. Chumaan Bai Ratre	House	Tarrighat	Left	27.58	OBC	102.35
		Boundary Wall					4.70

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
254	Mrs. Sukhiya Bai	House	Tarrighat	Left	27.58	OBC	46.20
		House					23.46
255	Mr. Konda Aande	House	Tarrighat	Right	27.580	OBC	2.76
256	Mr. Hori Lal Aande	Boundary Wall	Tarrighat	Right	27.580	OBC	11.00
257	Mrs. Aasho Bai	House	Tarrighat	Right	27.6	OBC	6.38
		House					2.90
258	Mrs. Saam Bai Yadaw	House	Tarrighat	Left	27.67	OBC	24.40
		House					15.30
		House					23.76
259	Mr. Kishun Markande	House	Tarrighat	Right	27.700	SC	27.00
260	Mr. Tangu	House	Tarrighat	Right	27.700	OBC	7.20
261	Mr. Bhart Ram Aadhe	Cattel Shed	Tarrighat	Left	27.7	OBC	16.70
		Cattel Shed					17.33
		Porch/Enterence					8.93
		House					31.80
		Stair					4.01
		Cattel Shed					6.89
		Bor					1.00
262	Mr. Rajesh Ogare	Bor	Tarrighat	Left	27.700	OBC	1.00
263	Mr. Mahadev Ogare	Boundary Wall	Tarrighat	Right	27.700	OBC	95.30
264	Mr. Jivan Lal Verma	Boundary Wall	Rohina	Right	27.9	OBC	20.60
		Store Room					16.12
265	Mr. Mahesh Sahu	House	Rohina	Right	27.9	OBC	27.82
		Boundary Wall					9.40
		Boundary Wall					14.00
266	Out of station	House	Ravinagar	Left	29.720	OBC	4.62
267	Mr. Dau Lal Sahu	Shop	Ravinagar	Left	29.72	OBC	15.10
		Boundary Wall					8.20
268	Mr. Fulbai Satnami	House	Ravinagar	Left	29.72	SC	5.22
		Porch/Enterence					2.21
269	Mr. Dhansahaya Barle	House(PM Awas Yojna)	Ravinagar	Left	29.9	SC	4.70
		House					0.94
270	Mrs. Droupati Bai	Room	Ravinagar	Right	29.9	OBC	10.60
		Boundary Wall					4.40
271	Mr. Aalen Sahu	House	Ravinagar	Right	29.9	OBC	23.22
		House					4.13
272	Mr. Chandrashakhar	House	Ravinagar	Right	29.900	Gen	14.60
273	Mr. Punit Chaturvedi	Boundary Wall	Ravinagar	Left	29.9	OBC	14.10
		Kiosk					3.30



Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
274	Mr. Bhangu Lal Mande	Shop	Ravinagar	Right	29.9	SC	7.98
		Stair					4.05
275	Mr. Jai Ram Tandan	Hotel	Ravinagar	Left	29.970	SC	11.70
276	Mr. Champa Lal Jagade	House	Ravinagar	Left	29.970	SC	19.80
277	Mrs. Devkumari	House	Ravinagar	Right	30.000	OBC	7.44
278	Mr. Raghuveer	Kiosk	Kaunkera	Right	31.020	OBC	3.83
279	Mr. Pokha Ram Sahu	Kiosk	Kaunkera	Right	31.020	OBC	7.56
280	Mr. Chinta Ram Sahu	Shop	Kaunkera	Right	31.02	OBC	13.95
		House					3.90
		Shop					10.19
281	Mr. Rakesh Kumar Sahu	Shop	Kaunkera	Left	31.020	OBC	9.57
282	Mr. Ramray Nishad	Cattel Shed	Kaunkera	Right	31.02	OBC	14.55
		Lathbath					6.20
		Sptic Tank					6.20
		Boundary Wall					10.00
283	Mr. Lekhan Sahu	Shop	Kaunkera	Right	31.02	OBC	6.88
		Shop					6.40
		Lathbath					4.80
284	Mrs. Lalita Sahu	Shop	Kaunkera	Right	31.020	OBC	5.50
285	Mr. Rikhi Yadaw	House	Kaunkera	Right	31.020	OBC	13.44
286	Mr. Brijbhushan	House	Kaunkera	Left	31.02	OBC	15.00
		Kiosk					3.36
287	Mr. Waman Rao	Kiosk	Kaunkera	Left	31.020	OBC	2.40
288	Mr. Dawarika Sahu	Shop	Kaunkera	Left	31.020	OBC	17.25
289	Mr. Manu Sahu	Shop	Kaunkera	Left	31.020	OBC	20.00
290	Mr. Ganid Ram Sahu	Kiosk	Kaunkera	Left	31.020	OBC	2.38
291	Mr. Haganu Ram Sahu	Shop	Kaunkera	Right	31.020	OBC	19.53
292	Mr. Rohit Sahu	Shop	Kaunkera	Right	31.020	OBC	6.75
293	Mr. Nohar Sen	Shop	Kaunkera	Right	31.020	SC	6.75
294	Mr. Seuak Ram Sahu	Shop	Kaunkera	Left	31.02	OBC	3.30
		Shop					2.16
295	MR. Nakcheda Sahu	House	Kaunkera	Right	31.17	OBC	1.20
		Shop					5.89
296	Mr. Mohan Yadaw	Shop weliding	Kaunkera	Right	31.17	OBC	5.46
		Hotel					5.60
297	Mr. Tuleshram Sahu	Shop	Kaunkera	Left	31.170	OBC	11.00
298	Mr. Vishram Sen	House (First Floor)	Kaunkera	Right	31.17	SC	1.30
		Shop (Ground Floor)					1.30
299	Mrs. Pacho Bai Sahu	Shop	Kaunkera	Left	31.2	OBC	7.05

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
		House					4.47
300	Mr. Sita Ram Sahu	Shop (First Floor)	Kaunkera	Left	31.2	OBC	11.90
		Shop (Genral) (Ground Floor)					11.90
301	Mr. Giriraj Sahu	Shop	Kaunkera	Left	31.200	OBC	7.70
302	Mr. Ramanand Sahu	Shop	Kaunkera	Right	31.200	OBC	11.22
303	Mr. Narsing Rao	Shop	Kaunkera	Right	31.200	Gen	26.52
304	Mr. Sunil Bhoshale	Shop	Kaunkera	Right	31.2	OBC	7.60
		Porch/Enterence					3.10
305	Dr. Devendra Sharma	Shop	Kaunkera	Left	31.200	Gen	21.34
306	Mr. Shanker Lal Nishad	House	Kaunkera	Left	31.2	OBC	21.70
		House					20.46
307	Mr. Aadhin Nishad	Shop(Watch Center)	Kaunkera	Left	31.200	OBC	6.46
308	Mr. Ramji Sahu	House (First Floor)	Kaunkera	Right	31.28	OBC	11.03
		Shop (Ground Floor)					11.03
309	Mr. Hari Ram Sahu	Shop	Kaunkera	Right	31.300	OBC	8.63
310	Mr. Ram Parvesh Sahu	House	Kaunkera	Left	31.300	OBC	16.77
311	Mr. Thaneshwer Sahu	House (First Floor)	Kaunkera	Left	31.3	OBC	9.60
		Shop (Ground Floor)					9.60
312	Mr. Devanand Sen	Shop	Kaunkera	Left	31.300	SC	3.98
313	Mr. Pusker Singh Thakur	Shop	Kaunkera	Left	31.350	OBC	3.00
314	Late. Kamta Sahu	Shop	Kaunkera	Left	31.350	OBC	0.87
315	Mr. Som Prakesh Sahu	Shop	Kaunkera	Left	31.350	OBC	37.95
316	Mr. Thanu Ram Sahu	Shop	Kaunkera	Left	31.350	OBC	0.68
317	Mr. Yaad Ram Sahu	Shop	Kaunkera	Left	31.350	OBC	2.52
318	Mr. Agheshwer Sahu	Boundary Wall	Kaunkera	Right	31.500	OBC	22.20
319	Mr. Pandit Ram Sahu	Porch	Kaunkera	Left	31.560	OBC	9.02
320	Mrs. Nandini Sahu	Shop	Kaunkera	Left	31.560	OBC	12.96
321	Mr. Narrotam Sahu	Boundary Wall	Kaunkera	Left	31.56	OBC	4.20
		Toilet					1.56
322	Mr. Prakesh Puranik	Boundary Wall	Kaunkera	Right	31.660	Gen	28.60
323	Mr. Ram Ratan Sahu	Boundary Wall	Kaunkera	Left	31.660	OBC	20.40
324	Mrs. Guruva Bai Sahu	Boundary Wall	Kaunkera	Left	31.660	OBC	15.50
325	Mr. Aalen Sahu	House	Kaunkera	Right	31.66	OBC	11.77
		Boundary Wall					21.70
		Toilet					1.56
326	Mr. Ghasiya Sahu	House	Kaunkera	Right	31.66	OBC	36.30
		House					28.05
327	Mr. Trilochan Sahu	Boundary Wall	Kaunkera	Left	32.66	OBC	11.20
		Toilet					1.56

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
328	Mr. Dau Lal Sahu	Cattel Shed	Kaunkera	Left	31.66	OBC	23.76
		Boundary Wall					10.50
329	Mr. Bahur Ram Sahu	Boundary Wall	Kaunkera	Left	31.69	OBC	25.60
		Cattel Shed					7.04
		Toilet					1.56
		Stair					5.83
		House					6.09
		House					6.09
330	Mr. Ganesh Sahu	Boundary Wall	Kaunkera	Left	31.690	OBC	31.90
331	Mr. Prem Lal	House	Kaunkera	Right	31.790	OBC	26.40
332	Mrs. Vimla	House(PM Awas Yojna)	Kaunkera	Right	31.790	OBC	17.69
333	Mr. Tulshi Ram Nagarchi	Toilet	Kaunkera	Left	31.79	OBC	4.20
		House					21.76
		Porch					6.44
		House					18.48
		Boundary Wall					9.50
334	Mr. Ganesh Sahu	Kiosk	Kaunkera	Right	31.840	OBC	2.17
335	Mr. Rati Ram Sahu	House	Kaunkera	Right	31.87	OBC	30.89
		House (First Floor)					39.96
		House (Ground Floor)					24.84
		Boundary Wall					18.60
336	Mr. Ashwini Sahu	Kiosk	Kaunkera	Right	31.89	OBC	2.00
		Shop					4.05
		Shop					14.19
337	Mr. Banshi Ram Sahu	House	Kaunkera	Left	31.890	OBC	22.61
338	Mr. Hem Bai	House	Kaunkera	Right	31.890	OBC	8.14
339	Mr. Rama Bai	Boundary Wall	Kaunkera	Right	31.89	OBC	15.00
		Hut					23.59
		Shop					12.60
		House					15.96
		Stair					5.87
340	Mr. Kumbha Sahu	Cattel Shed	Kaunkera	Right	31.89	OBC	12.69
		Boundary Wall					11.90
		House					15.84
341	Mrs. Sushila Bhoshle	Porch	Kaunkera	Left	31.900	OBC	3.30
342	Mr. Megh Nath Patel	Kiosk	Kaunkera	Right	31.900	OBC	2.89
343	Mr. Hemlal Vishwakarma	Boundary Wall	Kaunkera	Left	31.900	OBC	17.20
344	Mr. Thanwar Sahu	House	Kaunkera	Right	32.020	OBC	15.36

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
345	Mrs. Mana Bai	Boundary Wall	Bhaisatara	Left	33.990	OBC	11.60
346	Mr. Tiku Ram Sahu	House	Bhaisatara	Left	33.950	OBC	20.74
347	Mr. Rikhi Ram Sahu	House	Bhaisatara	Right	33.95	OBC	5.40
		House					9.90
		House					4.80
		House					17.68
348	Mr. Gopi Sahu	House	Kaunkera	Left	32	OBC	15.56
		House					7.91
		Boundary Wall					27.00
349	Mr. Laxminath Sahu	Boundary Wall	Kaunkera	Left	32	OBC	29.20
		House					34.00
		Water tank					1.60
350	Mr. Arvind Chouhan	Boundary Wall	Kaunkera	Left	32.000	Gen	44.00
351	Mr. Chadu Ram	House	Bhaisatara	Left	34.000	OBC	6.36
352	Mr. Babulal Sahu	Boundary Wall	Bhaisatara	Right	34	OBC	18.00
		House (First Floor)					1.40
		House (Ground Floor)					1.40
		House					3.72
353	Mr. Ghshiya Ram Dhruw	House	Bhaisatara	Left	34	ST	16.15
		House					27.00
		House					10.36
354	Mr. Indarman Sahu (Sarpanch)	House	Bhaisatara	Left	34	OBC	23.24
		Cattel Shed					12.60
355	Mr. Manharan Sahu	Boundary Wall	Bhaisatara	Right	34.1	OBC	13.10
		House					4.50
356	Mr. Kirit Sahu	House (First Floor)	Bhaisatara	Left	34.1	OBC	7.15
		House (Ground Floor)					7.15
357	Mr. Narayan Sahu	House	Bhaisatara	Right	34.1	OBC	14.04
		Porch					16.47
		House (First Floor)					13.11
		House (Ground Floor)					13.11
358	Mr. Horilal Lal Sahu	House	Bhaisatara	Left	34.100	OBC	-11.31
359	Mr. Kumar Sahu	House (PM Awas Yojna)	Bhaisatara	Left	34.1	OBC	-16.77
		Toilet					1.56
		House					8.58
360	Mr. Giriwer	House	Bhaisatara	Right	34.15	OBC	11.18

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
		House					4.06
		House					8.12
361	Mr. Leela Ram Sahu	Porch	Bhaisatara	Right	34.150	OBC	2.22
362	Mr. Thakur Ram Sahu	Boundary Wall	Bhaisatara	Right	34.150	OBC	13.20
363	Mr. Doman Sahu	House	Bhaisatara	Right	34.2	OBC	17.00
		House					2.91
364	Mr. Dayaram Sahu	Porch	Bhaisatara	Left	34.230	OBC	2.31
365	Mr. Bisahat Sahu	House	Bhaisatara	Right	34.23	OBC	3.30
		Boundary Wall					14.00
366	Mr. Kapil	Cattel Shed	Bhaisatara	Left	34.240	OBC	2.52
367	Mr. Hiradhar	Cattel Shed	Bhaisatara	Left	34.240	OBC	2.85
368	Mr. Rikham	House	Bhaisatara	Right	34.24	OBC	0.63
		House					10.32
369	Mr. Horilal Sahu	Shop	Bhaisatara	Right	34.260	OBC	2.31
370	Mr. Girdhari Sahu	House	Bhaisatara	Right	34.28	OBC	7.54
		House					22.36
		House					7.02
371	Mr. Bhukhan Lal Sahu	House	Bhaisatara	Right	34.280	OBC	28.31
372	Mr. Lakhan Sahu	Shop	Bhaisatara	Left	34.28	OBC	9.24
		Porch					4.50
		Shop					8.82
		Room					3.54
373	Mr. Kuwer Sahu	Shop	Bhaisatara	Left	34.290	OBC	1.44
374	Mr. Om Prakesh Sahu	Shop	Bhaisatara	Left	34.290	OBC	19.50
375	Mr. Ram Prasad Sahu	House	Beltukari	Left	36.3	OBC	31.98
		Boundary Wall					14.95
376	Mr. Ishwer Tarak	House (PM Awas Yojana)	Beltukari	Right	36.3	OBC	23.20
		House					17.68
377	Mr. Ghana Ram Tarak	House	Beltukari	Right	36.3	OBC	4.85
		House					24.48
		Stair					1.07
378	Mr. Dau Lal Sahu	House	Beltukari	Right	36.320	OBC	14.52
379	Mr. Bhuruwa Ram Sahu	Kiosk	Beltukari	Left	36.320	OBC	1.43
380	Mr. Sukhit Sahu	Cattel Shed	Beltukari	Left	36.32	OBC	22.63
		House					26.00
		House					11.55
		Boundary Wall					11.10
381	Mr. Ganid Singh Sahu	Boundary Wall	Beltukari	Right	36.38	OBC	30.00
		House					12.40

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
		Kitchen					7.50
		Stair					7.50
382	Mr. Salik Ram Sahu	House	Beltukari	Left	36.4	OBC	24.70
		House					1.96
		Porch/Enterence					1.68
383	Mr. Shivdayal Sahu	House	Beltukari	Right	36.42	OBC	16.10
		House (PM Awas Yojana)					11.88
		House					13.90
384	Mr. Gopal Sahu	House	Beltukari	Right	36.43	OBC	11.52
		House (PM Awas Yojana)					7.04
385	Mr. Vijay Sahu	Boundary Wall	Beltukari	Right	36.44	OBC	17.95
		House					12.16
386	Mr. Dhihu Ram Sahu	Cattel Shed	Beltukari	Right	36.47	OBC	15.95
		House					41.30
		Toilet					1.56
		House					15.95
387	Mr. Toran Tarak	Shop (Half Con.)	Beltukari	Right	36.470	OBC	19.00
388	Mr. Bishalik Sahu	House	Beltukari	Right	36.47	OBC	20.93
		Toilet					1.56
		Toilet					1.56
389	Mr. Ghanshyam Sahu	Shop (Half Con.)	Beltukari	Right	36.480	OBC	31.54
390	Mr. Hari Shanker Lal Sahu	Cattel Shed	Beltukari	Right	36.6	OBC	33.24
		House					32.38
		Cattel Shed					16.75
391	Mr. Soman Sahu	Hut	Beltukari	Right	36.6	OBC	9.76
		Toilet					1.56
		House (PM Awas Yojana)					15.75
392	Mr. Bhikham Lal Sahu	House (First Floor)	Beltukari	Right	36.78	OBC	99.11
		House (Ground Floor)					99.11
		Boundary Wall					7.80
		Sptic Tank					5.58
393	Mr. Indaram Sahu	Shop Cum House	Beltukari	Left	36.8	OBC	15.12
		Boundary Wall					37.30
		Room					13.12
		Bor					1.00
394	Mr. Pawan Sahu	Boundary Wall	Beltukari	Left	36.8	OBC	6.80

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
		Shop					16.60
395	Mr. Ramnath Sahu	Boundary Wall	Beltukari	Left	36.81	OBC	8.65
		House (Half Con.)					7.70
396	Mr. Prem Lal Sahu	Shop	Beltukari	Right	36.83	OBC	28.38
		Porch					13.86
397	Mr. Thanu Ram Sahu	Porch	Beltukari	Right	36.83	OBC	14.58
		Store Room					21.74
		Galary					21.93
		Room					11.29
		Cattel Shed					8.93
		Cattel Shed					21.74
398	Mr. Bali Ram Sahu	House	Beltukari	Right	36.840	OBC	42.00
399	Mr. Bhagwat Dhimar	Hotel	Beltukari	Right	36.850	OBC	7.50
400	Mr. Pannalal Sahu	Shop	Beltukari	Left	36.850	OBC	25.37
401	Mr. Indalram Sahu	Shop	Beltukari	Right	36.85	OBC	8.91
		Room					8.10
		Porch					6.35
402	Mr. Mann Singh Sahu	House (First Floor)	Beltukari	Right	36.85	OBC	18.72
		Shop (Ground Floor)					18.72
		Gali					4.45
		Sptic Tank					5.52
		Bor					1.00
		House (First Floor)					23.99
		Shop (Ground Floor)					23.99
		Porch/Enterence					10.55
		House (First Floor)					12.87
		Shop (Ground Floor)					12.78
403	Mr. Naresh Ram Sahu	House	Beltukari	Left	36.86	OBC	16.74
		Stair					4.41
404	Mr. Chain Singh Vishwakarma	Shop	Beltukari	Left	36.860	OBC	14.74
405	Mr. Dhanesh Kumar Vishwakarma	House (First Floor)	Beltukari	Left	36.87	OBC	19.80
		House (Ground Floor)					19.80
406	Mr. Ramkumar Vishwakarma	House	Beltukari	Left	36.88	OBC	26.40
		Stair					3.96
		Sptic Tank					3.23
407	Mr. Santosh Kumar Sahu	Shop	Beltukari	Left	36.900	OBC	7.54
408	Mrs. Fuku Bai Sahu	Porch/Enterence	Beltukari	Left	36.9	OBC	1.16
		Shop					2.15

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
		House					14.10
409	Mr. Tulshi Ram Tarak	Shop	Beltukari	Left	36.900	OBC	9.90
410	Mr. Cheman Lal Sahu	Shop	Beltukari	Right	37.100	OBC	5.25
411	Mr. Thakur Ram Sahu	Shop	Beltukari	Right	37.100	OBC	4.90
412	Mrs. Numush Bai	Shop	Beltukari	Right	37.100	OBC	9.63
413	Mr. Om Prakesh Sahu	Kiosk	Beltukari	Left	37.100	OBC	5.52
414	Mr. Khubi Ram Sahu	Shop	Beltukari	Left	37.100	OBC	12.07
415	Mr. Lav Kumar Sahu	Shop	Beltukari	Left	37.1	OBC	1.63
		Shop					1.28
		Porch/Enterence					1.28
416	Mr. Tuka Ram Khorbahara Tarak	Shop	Beltukari	Right	37.100	OBC	6.43
417	Mr. Ramkrishan Tarak	Kiosk	Beltukari	Left	37.100	OBC	1.44
418	Mr. Ram Singh Dewangan	Shop	Beltukari	Left	37.100	OBC	20.24
419	Mr. Hiralal Sahu	Shop	Beltukari	Right	37.100	OBC	22.05
420	Mr. Ghanshyam Sahu	Kiosk	Beltukari	Right	37.100	OBC	6.30
421	Mr. Dani Ram Dewangan	Hotel	Beltukari	Right	37.100	OBC	8.32
422	Mr. Chedu Ram Dewangan	Shop	Beltukari	Left	37.100	OBC	12.13
423	Mr. Ved Ram Sahu	Boundary Wall	Beltukari	Left	37.2	OBC	18.55
		Toilet					1.81
		Stair					1.92
424	Mr. Bhuneshwer Sahu	Shop	Beltukari	Right	37.2	OBC	11.88
		Sptic Tank					4.20
		Boundary Wall					5.10
		Lathbath					1.80
		Shop					22.40
		Kitchen					5.22
425	Mr. Harishchandra Sahu	House	Beltukari	Right	37.2	OBC	52.70
		Porch/Enterence					8.58
		Kitchen					11.18
		Kitchen					5.52
		Stair					2.64
		Store Room					15.30
426	Mr. Leela Ram Sahu	Boundary Wall	Beltukari	Right	37.2	OBC	3.60
		House					31.49
427	Mr. Toran Lal Sahu	House	Beltukari	Right	37.2	OBC	5.40
		House					14.15
		House					7.82
428	Mr. Pawan Sahu	Shop	Beltukari	Left	37.22	OBC	22.43



Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
		Shop					9.30
		House					11.39
429	Mr. Trilok Sahu	Shop	Beltukari	Left	37.22	OBC	8.91
		House					9.18
430	Mr. Tijau Ram Sahu	House (First Floor)	Beltukari	Right	37.33	OBC	12.10
		House (Ground Floor)					12.10
431	Mr. Parash Ram Sahu	House	Beltukari	Right	37.330	OBC	23.56
432	Mr. Nand Kumar	House	Beltukari	Left	37.35	Gen	14.55
		Hall					13.20
		Stair					3.27
		House					17.64
433	Mr. Devnarayan Sahu	House	Beltukari	Left	37.350	OBC	5.15
434	Mr. Jagesh Ram Sahu	Car Porch	Beltukari	Right	37.4	OBC	15.44
		House					22.88
435	Mr. Rikhi Sahu	Boundary Wall	Beltukari	Right	37.4	OBC	11.50
		Toilet					5.78
436	Mr. Girdhari Lal Sahu	Boundary Wall	Beltukari	Left	37.400	OBC	18.25
437	Mr. Bhunuram Sahu	Boundary Wall	Beltukari	Left	37.4	OBC	12.90
		Toilet					13.20
		Car Porch					1.74
438	Mr. Siya Ram Sahu	Boundary Wall	Beltukari	Right	37.4	OBC	5.80
		Toilet					1.56
439	Mr. Shyam Lal	House	Beltukari	Right	37.4	OBC	2.28
		New Nirman Makan					4.92
440	Mr. Jay Ram Sahu	House	Beltukari	Left	37.5	OBC	12.00
		House					9.30
441	Mr. Chabi Lal Sahu	House	Beltukari	Right	37.52	OBC	35.28
		Shop					9.90
		Boundary Wall					5.80
442	Mr. Gajadhar Prasad Sahu	Porch/Enterence	Beltukari	Right	37.520	OBC	12.18
443	Mr. Salik Ram Sahu	Shop	Beltukari	Left	37.52	OBC	1.60
		Stair					2.44
444	Mr. Lalit Sahu	Boundary Wall	Beltukari	Right	37.52	OBC	6.30
		House					7.91
		House					22.94
445	Mr. Khamlal Sahu	House	Beltukari	Left	37.520	OBC	82.01
446	Mr. Cheman Lal Sahu	Kiosk	Beltukari	Right	37.520	OBC	1.56

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
447	Mr. Ajay Sahu	Boundary Wall	Beltukari	Right	37.520	OBC	9.85
448	Mr. Hiralal Sahu	House	Beltukari	Right	37.52	OBC	17.40
		House					9.12
449	Mr. Rajendra Nirmalkar	Hotel	Piperchedi	Right	40.100	OBC	21.76
450	Mr. Kheda Ram Satnami	House	Piperchedi	Right	40.100	SC	14.00
451	Mr. Tomeshwer Sahu	Shop	Piperchedi	Left	40.100	OBC	1.53
452	Mr. Kunj Lal Sahu	Boundary Wall	Rajim	Left	41.900	OBC	5.00
453	Mr. Ratnu Ram Sahu	Cattel Shed	Rajim	Left	42.004	OBC	2.26
454	Mr. Ramnarayan Yadaw	Cattel Shed	Rajim	Left	42.02	OBC	3.96
		Kiosk					3.78
455	Mr. Ashwini Sahu	Porch/Enterence	Rajim	Left	42.050	OBC	2.80
456	Mr. Ram Sahu	House	Rajim	Left	42.150	OBC	2.88
457	Mr. Chumuk Sahu	Hotel	Rajim	Left	42.16	OBC	5.84
		Boundary Wall					7.35
458	Mr. Kaushlya Bai Sahu	House	Rajim	Right	42.17	OBC	2.25
		Shop					1.50
		Shop					8.20
		Room					5.20
459	Mr. Thanwar Sahu	House	Rajim	Left	42.2	OBC	11.78
		Hut					9.08
		Toilet					2.65
460	Mr. Uttara Sahu	House	Rajim	Left	42.200	OBC	9.10
461	Mrs. Chameli Yadaw	House	Rajim	Right	42.21	OBC	6.70
		House					3.85
462	Mr. Maya Ram Vishwakarma	House	Rajim	Right	42.25	OBC	10.74
		Toilet					4.56
463	Mr. Mahesh Kumar	House	Rajim	Left	42.290	OBC	3.60
464	Mr. Situ Dhruw	Kiosk	Rajim	Right	42.290	ST	7.20
465	Mr. Vijay Dhruw	Kiosk	Rajim	Left	42.380	ST	1.68
466	Subhash Kumar Sahu	Kiosk	Rajim	Left	42.380	OBC	1.88
467	Mr. Prakesh Verma	House	Rajim	Left	42.400	OBC	3.85
468	Mr. Shanker Lal Vishwakarma	House	Rajim	Left	42.420	OBC	1.75
469	Mr. Kamal Sinha	Boundary Wall	Rajim	Left	42.580	OBC	11.80
470	Mr. Shanker Sinha	Boundary Wall	Rajim	Left	42.600	OBC	7.80
471	Mr. Pokhan Verma	House	Rajim	Left	42.640	OBC	3.30
472	Mrs. Nirmala Sonker	House	Rajim	Left	42.7	SC	4.45
		House					4.45
		House					19.14
473	Mrs. Ganga Bai Sonker	Kiosk	Rajim	Left	42.720	SC	1.80

Sr. No.	Name of the Owner	Affected Structure	Village Name	Side	Chainage	Category	Affected Area (Sq.m.)
474	Heera Thakur Gond	Kiosk	Rajim	Right	42.780	ST	0.54
475	Mrs. Tikeshwari Sahu	House	Rajim	Right	42.800	OBC	9.18
476	Mrs. Parmeshwari Gandharv	Boundary Wall	Rajim	Left	42.820	SC	11.60
477	Mr. Jagdish Sahu	Boundary Wall	Rajim	Left	42.830	OBC	4.70
478	Mr. Lochan Sahu	Lathbath	Rajim	Left	42.840	OBC	2.25
479	Mrs. Bisahin Bai Sahu	House	Rajim	Left	42.845	OBC	12.25
		Bor					1.00
480	Unknowm	Water tank	Rajim	Left	42.850	OBC	1.47
481	Mr. Mukesh Nirmalker	Kiosk	Rajim	Left	43.080	OBC	2.88
482	Mr. Vinod Sahu	House	Rajim	Left	43.145	OBC	2.00
483	Mr. Lala Ram Sahu	House	Rajim	Left	43.150	OBC	34.50
484	Mr. Heeralal Sahu	House	Rajim	Left	43.155	OBC	17.64
		House					14.56
		Well					15.02

**Appendix 5: LIST OF CPRs**

<b>Sr. No.</b>	<b>Name of Owner</b>	<b>Affected Structure</b>	<b>Village</b>	<b>Side</b>	<b>Chainage</b>	<b>Affected Area (Sq.m.)</b>
1	Nagar Panchyat	Chabutra	Churra	Right	0.000	8.75
2	Nagar Panchyat	Hanuman Mandir	Chura	Left	0.350	2.00
3	Vishwakarma Samiti	Temple (First Floor)	Chura	Right	0.350	6.20
		Shop (Ground Floor)				4.16
4	Nagar Panchyat Chhura	4 Shop	Chura	Left	0.230	43.15
5	Nagar Panchyat	Mandir Hanuman & Chabutara	Chura	Left	0.272	43.96
6	Sarkari Vipdhan Sanstha Maryadit Chhurra	2 Shops	Chura	Left	0.280	33.80
7	Nagar Panchyat	Gauri Gaura Chowk	Chura	Right	0.610	1.56
8	Nagar Panchyat	Shiv Mandir	Chura	Right	0.720	14.19
9	Nagar Panchyat	Bus Stop	Chura	Right	0.720	30.53
10	Gram Samiti	Khuti Mauli Chabutra	Chura	Right	1.075	7.56
11	Nagar Panchayat	Hanuma Mandir	Chura	Right	1.460	3.24
12	Gram Panchayat	Hanuman Chabutra	Lohichar	Left	2.800	4.84
13	Yuvraj Chakradhari	Sahadev Chabutra	Lohichar	Left	4.280	9.30
14	Gram Panchayat	PumpHouse	Lohichar	Right	4.480	2.25
15	Gram Panchayat	KudaDan	Lohichar	Left	4.900	8.00
16	Gram Panchayat	Urinal Boundray Wall	Madeli	Right	9.393	4.60
17	Gram Panchayat	Momento	Madeli	Left	9.445	2.10
18	Gram Panchayat	Chabutra	Madeli	Right	9.500	40.15
19	Gram Panchayat	Urinal Boundray Wall	Madeli	Right	9.500	7.65
20	Gram Panchayat	Dast Tank	Madeli	Right	9.900	5.74
21	Jai Sanidev Samiti	Sanidev Mandir	Boeragaon	Left	12.560	4.32
22	Middle School	Class Room & B.W.	Boeragaon	Left	12.900	37.27
23	Gram Panchayat	Samudayik Bhawan	Boeragaon	Right	13.000	6.27
24	Mr. Veer Singh Charadhari	Mandir Shiv	Boeragaon	Right	13.000	5.30
25	Gram Panchayat	Hanuma Mandir	Boeragaon	Right	13.030	0.83
26	Gram Panchayat	Borwell & Boundray Wall	Panktiya	Right	14.500	17.70
27	Gram Panchayat	Market Chabutra	Panktiya	Right	14.600	63.00
28	Gram Panchayat	Momento	Panktiya	Right	14.650	0.36
29	Mr. Leela Ram Nishad	Chabutra	Panktiya	Left	14.745	4.41
30	Gram Panchayat	Water Tank & Boundray Wall	Panktiya	Left	14.775	12.20

Sr. No.	Name of Owner	Affected Structure	Village	Side	Chainage	Affected Area (Sq.m.)
31	Gram Panchayat	Bhawan & Boundray Wall	Panktiya	Left	14.775	72.68
32	Gram Panchayat	Sahadev Chabutra	Panktiya	Right	14.830	2.53
33	Gram Panchayat	Nirmala Ghat Boundray Wall	Panktiya	Left	14.830	19.10
34	Mr. Esver Ram Sahu	Chabutra	Panktiya	Right	14.900	5.76
35	Gram Panchayat	Chabutra	Panktiya	Right	14.960	37.52
36	Gram Panchayat Jamahi	Welcome Gate Jamahi	Jamahi	Right	21.000	5.60
37	Mr. Teejram Dhruw	Chabutra	Chhueha	Left	23.200	8.64
38	Middle School	Toilet & Boundray Wall	Chhueha	Right	23.340	44.40
39	Gram Panchayat	Momento	Chhueha	Right	23.650	1.44
40	Gram Panchayat	Gate	Chhueha	Right	23.880	5.15
41	Gram Panchayat	Toilet	Chhueha	Right	23.980	1.50
42	Soicty Khaad Godam Mr. Bhoj Ram Sahu	Godam	Kundel	Right	24.800	6.64
43	Gram Panchayat	KudaDan	Kundel	Left	26.560	1.80
44	Gram Panchayat	Hanuman Mandir	Kundel	Right	26.600	7.14
45	Shitala Mandir	Mandir	Tarrighat	Right	27.200	12.00
46	Shankar Sahu	Mandir (Shiv)	Tarrighat	Left	27.200	2.16
47	Gram Panchayat Tarrighat	Water Tank	Tarrighat	Left	27.200	3.06
48	Gram Panchayat Tarrighat	Pratik Chinha	Tarrighat	Left	27.200	1.50
49	Gram Panchayat Tarrighat	Mandir & Porch	Tarrighat	Left	27.200	52.60
50	Gram Panchayat Tarrighat	Pratik Chinha	Tarrighat	Right	27.200	3.06
51	Sahu Samaj Samiti	Bhawan	Tarrighat	Left	27.200	4.83
52	Gram Panchayat Tarrighat	Chabutra(Shivling) Bridge Ke Pass	Tarrighat	Left	27.200	1.80
53	Satnami Samaj	Mandir & Chabutra	Ravinagar	Left	30.000	19.04
54	Gram Panchayat	Hanuma Mandir	Kaunkera	Right	30.480	8.74
55	Gram Panchayat	PumpHouse	Kaunkera	Right	31.020	3.05
56	Dhruw Samaj	Boundray Wall	Kaunkera	Right	31.020	19.10
57	Sadhu Kuti Sant Ashram	Aashram	Kaunkera	Right	31.020	51.68
58	Mr. Lakhan Sahu	Mandir Chabutra	Kaunkera	Right	31.300	1.89
59	Gram Panchayat	Santoshi Mandir	Kaunkera	Left	31.300	0.88
60	Gram Pamnchayat	Tiranga Chowk	Kaunkera	Right	31.300	3.00
61	Yadav Samaj	Boundray Wall	Kaunkera	Right	31.300	5.27
62	Gram Panchayat	ICICI Bank Bhawan	Kaunkera	Right	31.300	15.00

Sr. No.	Name of Owner	Affected Structure	Village	Side	Chainage	Affected Area (Sq.m.)
63	Saraswati Shishu Mandir Principal om Prakesh Sharma	Classrooms, Urinal & Boundary Wall	Kaunkera	Right	31.350	89.69
64	Graam Panchayat	Shop	Kaunkera	Right	31.400	6.05
65	Parmeshwari Public School Manik Ram Patel	Classrooms, Urinal (Boundary Wall), Toilet & sptic tank	Kaunkera	Right	31.400	85.35
66	Gram Panchayat	Bhawan	Kaunkera	Left	31.840	15.12
67	Gram Panchayat	Gate	Kaunkera	Left	31.870	3.64
68	Mr. Bharat Lal Sahu (Ganesh Samiti)	Hanuma Mandir & Chabutra	Kaunkera	Left	31.890	38.21
69	Graam Panchayat	Nirmala Ghat Boundray Wall	Kaunkera	Left	31.890	39.00
70	Sarkari School	Toilet & Boundray Wall	Kaunkera	Right	31.900	73.16
71	Gram Panchayat	Hanuma Mandir	Kaunkera	Right	32.000	1.69
72	Gram Panchayat	Bhawan	Bhesatara	Right	34.260	23.04
73	Gram Panchayat	PumpHouse	Bhesatara	Left	34.280	-0.26
74	Mr. Lakhan Sahu	Mandir	Bhesatara	Left	34.280	12.00
75	Gram Panchayat	Urinal Boundray Wall	Bhesatara	Left	34.300	2.85
76	Mr. Ishwer Tarak	Mandir	Beltukari	Right	36.260	0.68
77	Mr. Dhihu Ram Sahu	Mandir	Beltukari	Right	36.320	1.00
78	Gram Panchayat Beltukri	PumpHouse	Beltukari	Left	36.470	3.15
79	Sarkari Godam	2 Shops	Beltukari	Left	36.840	80.68
80	Gram Panchayat Beltukri	Bhawan + Boundray Wall	Beltukari	Left	36.840	56.74
81	Gram Panchayat Beltukri	Bhawan	Beltukari	Left	36.890	23.98
82	Gram Panchayat Beltukri	Pani Tank	Beltukari	Left	36.890	2.99
83	Principal Beltukari	Hall	Beltukari	Left	36.900	171.72
84	Devi Mandir	Mandir & Chabutra	Beltukari	Left	37.100	13.64
85	Gram Panchayat Beltukri	Chabutra	Beltukari	Right	37.520	3.40
86	Gram Panchayat Beltukri	Chabutra	Beltukari	Right	37.520	12.33
87	Aagan Badi Kendra	Boundray Wall	Beltukari	Left	37.520	2.05
88	Mr. Jagesh Sahu	Mandir	Beltukari	Right	37.520	14.52
89	Mr. Kamal Sinha	Hanuma Mandir & Chabutra	Rajim	Left	42.580	4.41
90	Mrs. Ganga Bai Sonker	Chabutra	Rajim	Left	42.760	3.24

<b>Sr. No.</b>	<b>Name of Owner</b>	<b>Affected Structure</b>	<b>Village</b>	<b>Side</b>	<b>Chainage</b>	<b>Affected Area (Sq.m.)</b>
91	Unknown	Chabutra	Rajim	Left	42.850	3.43
92	Nagar Panchyat	House	Rajim	Left	43.040	1.11
93	Nagar Panchyat	Chabutra	Rajim	Left	43.080	9.52
94	Mr. Subhash Chandra	Chabutra	Rajim	Left	43.100	2.04
95	Nagar Panchayat	Hanuman Mandir	Rajim	Left	43.500	2.25





## Appendix 6: PUBLIC CONSULTATION MEETING

Focus Group Discussion		
on		Page No. 01
Gender specific issues		Date: 05/01/18
Sub Project - Chhura to Rajim Road		
Date - 05/01/2018 Village - Kunkera Time - 3 to 4 PM		
<p>आज दिनांक 05/01/2018 को क.ग.राज्य सड़क विकास परियोजना के अंतर्गत उप परियोजना मार्ग "छुरा से राजिम रोड" में स्थित ग्राम पंचायत कोनकरा में महिलाओं के साथ बैठक का आयोजन किया गया। बैठक में उपस्थित वर्तमान परिवार में महिलाओं की समस्या (बिधवा, स्वास्थ्य, भ्रमण, आयु के अभाव एवं विवाह से जुड़े मुद्दों पर) चर्चा के माध्यम से जानना और प्रस्तावित मार्ग जोड़कर उसे उपरोक्त बिंदुओं पर प्रभावित करने का आयोजन एवं लाभ को जानना है।</p>		
क्र.सं.	नाम	सं.ना.सं.
①	लेला बार्ड टंडन	लीला बार्ड
②	उल्फी बार्ड टंडन	
③	नीलम बार्ड टंडन	नीलम टंडन
④	सुमन बार्ड टंडन	सुमन टंडन
⑤	सेवा बार्ड सुरे	सेवा राठी
⑥	कुंज बार्ड कोर	कुंज
⑦	चौदनी बार्ड मंडिलगे	चौदनी बार्ड
⑧	लक्ष्मी बार्ड घोघरे	लक्ष्मी
⑨	कमल बार्ड घोघरे - कमल	



Page No. 02	
Date: 05/01/18	
10	रामेश्वरी बार्ड कुरे रामेश्वरी कुरे
11	राजराणी बार्ड कुरे राजराणी कुरे
12	गिरिजा बार्ड टंडन गिरिजा
13	ललिता बार्ड टंडन ललिता
14	प्रकाश बार्ड चौधरे
15	देवकुंवर बार्ड चौधरे
16	गीता बार्ड सुकुंठरा गीता बार्ड
17	रत्ना बार्ड कोसरे रत्ना कोसरे
18	बिन्दु बार्ड कुरे बिन्दु बार्ड
19	रत्ना को

इन विद्यार्थियों पर चर्चा होने के लिए सभी 38 मी. 18 मी. महिलाओं ने सक्रियता से भाग लिया। महिलाओं ने रोज के सफाये के खर्चे, विद्या, स्वास्थ्य, आवागमन, भाय के सुखन एवं बालिकाओं के विवाह पर फंड के उपाय एवं व्यवस्थापन चर्चा की एवं अवैध विवाह एवं अन्य चर्चा भाषा, कार्य का स्वागत किया एवं इस विषय में लोक गिराण विभाग के ज्वालो भी सरचना की एवं मावलय में वने व्यवसायिक व्यवस्थापन पर सुझाव जादिए भी।

## **Appendix: 7 TERMS OF REFERENCE (TOR) FOR THE NGO**

### **TO IMPLEMENT THE RESETTLEMENT PLAN (RP) FOR CHHURA - RAJIM SUBPROJECT UNDER CHATTISGARH STATE ROAD CONNECTIVITY PROJECTS (CSRCP)**

#### **A. Subproject Background**

1. The Asian Development Bank (ADB) has agreed with national and state government of Chhattisgarh to fund the Chhattisgarh State Road Sector Project (CSRCP) which will include upgradation and strengthening of various roads in the state. Chhura Rajim Road subproject is one among several other subprojects under the CSRCP.
2. The Project Road as per Agreement is Chhura to Rajim Road via Tarrighat Road under package A2 passes through the district of Gariyaband and the two extreme points for the package under consideration are Chhura and Rajim. This road is an important and only connectivity between Rajim town and Chhura nagar panchayat of district Gariyaband. The project stretch starts from Chhura, nagar panchayat in the Gariyaband district of Chhattisgarh State and connects to Rajim, Town in the Gariyaband district of Chhattisgarh. The road continues to pass through various settlements like Tungaon, Lohghar, Khairjhitti, Madeli, Boirgaon, Paktiya, Junwani, Jamahi, Chhueha, Kundel, Tarrighat, Ravinagar, Kaundkera, Bhaisatara, Beltukri, Patharrah, Navin Patheri and ends at bhakti mata chowk adjoining with the Rajim-Gariyaband Road (NH130C) in Rajim.
3. All possible steps have been taken to minimize land acquisition and demolition of structures so as to reduce adverse impacts on people settled along the road. Based on the State Resettlement and Rehabilitation (R&R) Policy, GOI norms and ADB R&R policies, CGPWD has prepared Resettlement Plans (RP) to deal with involuntary resettlement involve in the entire Subproject. All RPs have been prepared based on census and baseline socioeconomic surveys conducted in the fields.
4. To assist in the implementation of the RP for Chhura - Rajim subproject road, CGPWD now invites the services of eligible NGO.

#### **B. The objectives of the consultancy services are as given below:**

- The Consultant will be the main link between the Client including PCU and PIU and PAPs
- The Consultant shall undertake public information campaign along with Rehabilitation & Resettlement Officer (RRO) at the commencement of the RAP &TDP,
- The Consultant shall be responsible for verification of PAPs as prepared by the DPR Consultant,
- The Consultant shall develop rapport with PAPs,
- The Consultant shall distribute pamphlets of rehabilitation and resettlement policy to PAPs, Panchayat Raj institutions, and concerned government offices in the project area, etc.

- The Consultant shall include PAPs who could not be enumerated during census cum socio-economic survey and ensure certification from RRO,
- The Consultant shall prepare format for making identity cards for PAPs'
- The Consultant shall prepare and distribute photo identity cards,
- The Consultant shall undertake valuation of affected structures, land under acquisition, CPRs, trees and other private properties as detailed in Entitlement Matrix in the RPF,
- The Consultant shall prepare Micro Plans,
- The Consultant shall submit a Micro Plans to RRO for approval from Client,
- The Consultant shall organize consultations at regular interval with PAPs with regard to resettlement and rehabilitation,
- The Consultant shall organize training program for skill up gradation of the PAPs,
- The Consultant shall assist PAPs in all matters related to rehabilitation and resettlement,
- The Consultant shall assist and facilitate aggrieved PAPs by bringing their cases to Grievance Redressal Committee (GRC),
- The Consultant shall facilitate opening of joint account of PAPs,
- the Consultant shall generate awareness about the alternative economic livelihood and enable PAPs to make informed choice,
- The Consultant shall carry out periodic consultations with PAPs regarding the choice of resettlement (i.e. self or assisted), development of resettlement site, participation of women, etc.
- The Consultant shall identify training needs of PAPs for income generation and institutions for imparting training,
- The Consultant shall carry out consultations with local people and Panchayat Raj Institutions with regard to relocation, rehabilitation, reconstruction of affected common property resources (CPRs) as well as availability of new facilities under the project,
- The Consultant shall participate in various meetings,
- The Consultant shall submit monthly progress report, and
- The Consultant shall carry out any other activities that may be required for the implementation of RAP & TDP, etc.

### **C. Scope of the Consultancy Services, Tasks and Expected Deliverables**

5. The Consultant shall play a role of secondary stakeholder in implementation of the RAP including TDP as applicable and in mitigating the adverse effects of the project. The Consultant shall remain responsible for the development of a comprehensive livelihood system to facilitate the project displaced persons to take advantages of the options available as per the RAP. The Consultant shall assist the Client including PCU and PIU in ensuring social responsibilities of the Client, such as, compliance with labour laws, prohibition of child labour, HIV/AIDS, gender and tribal issues. The Consultant shall work in close coordination with RRO in carrying out the tasks as elaborated in succeeding Para.

#### **a. Verification and Creation of PAPs Database.**

- (i) All Verification has to be conducted jointly with RRO.
- (ii) The RRO shall undertake joint verification of the project displaced persons and shall create the database of the eligible PAPs along with their road chainage and distance from center line. The Consultant shall verify the information already contained

in the RAP and the individual losses of the PAPs and validate the same and make suitable changes if required.

(iii) During the identification and verification of the eligible PAPs, the Consultant shall ensure that each of the PAPs are contacted and consulted. The Consultant shall ensure consultation with the women from the PAP families especially women-headed households. The Gender Expert in the team of the Consultant will personally remain responsible for all consultations with women.

(iv) Verification exercise shall include actual measurement of the extent of total property loss/damage, and valuation of the loss/damage/affect along with the RRO. The Consultant shall display the list of eligible PAPs in prominent public places like Panchayat Offices, Taluk and District Headquarters.

(v) The Consultant has to identify any private or community structure built within the Right of Way (ROW) after the cut-off date, and notify the same to the PIU. The Consultant shall through consultation facilitate removal of the said ineligible project affected structures as per RPF from the ROW, and inform them that any project benefits do not apply to them.

**b. Distribution of Identity Card**

(i) After verification the Consultant shall distribute identity cards to all eligible Project Affected Households (PAHs). The identity card should include a photograph of the head of the household, the extent of loss suffered due to the project, and the choice of the entitlements with regard to the mode of compensation and assistance, with necessary family details. The Identity Cards are to be signed by the Team Leader of the consultant and RRO.

**c. Consultation**

(i) The Consultant shall educate the PAPs on their rights, entitlements and obligations under the Resettlement Action Plan. It shall disseminate information to the PAPs on the possible consequences of the project on the communities' livelihood systems and the options available, so that they do not remain ignorant. It shall explain to the PAPs the need for land acquisition, the provisions of the policy and the entitlements under the RAP. This shall include communication to the roadside squatters and encroachers about the need for their eviction, the timeframe for their removal and their entitlements as per the RAP. The Consultant shall carry out consultations in separate groups by gender and caste in culturally appropriate manner as required to ensure effective participation in the implementation process.

(ii) R&R Cost Estimation:

The Consultant shall undertake valuation of affected structures, land under acquisition, common property resources (CPRs), trees and other private properties as detailed in the Entitlement Matrix in Resettlement Policy Framework (RPF).

**d. Preparation of Micro Plan**

(i) The Consultant shall prepare Micro Plans indicating category of entitlement; alternate livelihood options; land identification; skill up gradation and institutions responsible for training. A separate plan has to be prepared for shifting of community assets. The Micro Plans may be prepared for Titleholders and Non -Titleholders separately.

**e. Training and Support for Income Restoration**

(i) In addition to providing assistance given in the entitlement package, the Consultant shall be responsible for training and assisting the PAPs to establish linkages with government programmes.

(ii) The Consultant shall train eligible PAPs losing their livelihood, in suitable income restoration programmes, depending on the skills and interest of the PAPs. The Consultant shall prepare individual Income Restoration Plan, as a part of the Micro Plan for all PAPs whose livelihoods are getting affected. The Consultant shall explore the potential of employment opportunities with the local contractors, and where ever possible ensure suitable employment with the contractors. This will include providing the list of people willing to work under contractors and to facilitate these types of jobs to PAPs and local people. The Consultant shall maintain the database for job opportunities created under the project both within the project and outside.

(iii) The Consultant shall assist the PAPs to establish linkage with financial institutions for facilitating access to credit.

(iv) The Consultant shall assist the PAPs to establish linkages with Government departments, district administration, etc. to ensure that the PAPs are included in the development schemes, as applicable especially with reference to vulnerable groups such as pension schemes for senior citizens, schemes for women for women-headed household families, widow pensions, schemes for handicapped persons etc.

(v) The Consultant shall link up PAPs to training institutes for imparting skill and management training for enterprise creation and development.

(vi) For those PAPs who are interested in skill upgrading or training for economic generation programmes, the Consultant shall facilitate formation of Self Help Groups and impart skill training to the displaced persons.

**f. Disbursement of Assistance and Delivery of Entitlements**

(i) The Consultant shall ensure that PAPs obtain their full entitlements under the RAP. Where options are available, the Consultant shall provide advice to PAPs on the relative benefits of each option.

(ii) The Consultant shall assist the PIU in ensuring a smooth transition helping the PAPs to take salvaged materials and shift with proper notices. In close consultation with the PAPs, the Consultant shall inform the PIU about the shifting dates agreed with the PAPs in writing and the arrangements desired by the PAPs with respect to their entitlements.

(iii) The Consultant shall assist the PAPs in opening bank accounts explaining the implications, the rules and the obligations of a joint account and how he/she can access the resources he/she is entitled to.

(iv) The Consultant shall ensure proper utilization of assistance made available under the RAP to the PAPs. The Consultant will be responsible for advising the PAPs on how best to use any cash that may be provided under the RAP. Emphasis should be placed on using such funds in a sustainable way e.g. purchasing replacement land for that acquired. The Consultant shall ensure proper utilization of the Rehabilitation & Resettlement Budget available for the project. It shall identify means and advise the RRO to disburse the entitlements to the eligible persons/families in a transparent manner and shall report to the PIU on the level of transparency achieved in the project.

g. **Grievance Redressal**

(i) The Consultant shall make PAPs aware of the grievance mechanism set out in the RAP and shall assist PAPs who have grievances to pursue a suitable remedy. The Consultant shall help the PAPs to file a grievance application.

(ii) The Consultant shall maintain a log of the grievances directly received by them and forward the same to the designated complaint officer as per GRM within 7 (seven) days of receipt of the grievance from the PAPs. It shall submit a draft resolution with respect to the particular grievance of the PAP, suggesting solutions, if possible, and deliberate on the same in the GRC meeting through the Consultant representative in the GRC.

(iii) The Consultant shall assist in the GRC process whenever necessary.

h. **Identification of Sites**

(i) As part of the RAP, eligible PDPs will receive alternative sites for residential and commercial structures getting affected. The Consultant will identify with PIU and the revenue department of Government of Bihar, suitable government land and assist in negotiating its transfer to the PDPs. Where suitable government land is not available, the Consultant will assist the PDPs to locate a willing seller of his land and will assist in the negotiation of the purchase price.

(ii) The Consultant has to identify the need for Resettlement Centers in consultation with the PDPs, according to the RAP. In case the need arises, the Consultant shall identify suitable site for the same.

i. **Coordination between PAPs and the PIU**

(i) The Consultant shall develop rapport between the PAPs and the project PIU. This will be achieved through regular monthly meeting with both the PIU representatives and the PAPs. All meetings and decisions taken are to be documented. The Consultant shall also coordinate with independent monitoring agency and share project data as requested.

j. **Public Information Campaign**

(i) The Consultant shall assist the RRO to undertake public information campaign at the commencement of the project to inform the affected communities of the project RAP, the Resettlement Policy Framework and the entitlement package, Suggestion and Complaint Handling Mechanism etc.

**k. Village Level Meetings and Progress Reporting in the Gram Sabhas**

(i) The Consultant shall ensure that village level meetings are held in every village with special emphasis on PESA – applicable villages. The frequency of such meetings will depend on the requirements of the PAPs, to allow the PAPs to remain up to date on project developments. Besides contacting PAPs on an individual basis to regularly update the baseline information, progress shall be reported in the Gram Sabhas by the Consultant. The Consultant will encourage participation of individual PAPs in such meetings by discussing their problems regarding land acquisition, rehabilitation and resettlement and other aspects relating to their socioeconomic lives. Such participation will make it easier to find a solution acceptable to all involved.

**l. Reporting the Status of PAPs after shifting**

(i) The Consultant shall submit a status report of the PAPs to the PIU post relocation.

**m. Road Safety Awareness.**

(i) The Consultant shall conduct road safety awareness to the children of schools and community at large in the villages located along the project by way of training, distribution of pamphlets and fixing of posters.

**n. Assistance to the PIU in activities with respect to HIV Awareness Campaigns/ Child Labour/ Gender Mainstreaming / Tribal Development/Social Welfare**

(i) The Consultant shall assist the PIU to implement information campaign/advertisement in collaboration with existing health infrastructure and agencies such as, State AIDS Control Organization, Technical Support Units (TSU), District AIDS Prevention and Control Units DAPCU (if present in the project area) and PLHIV network etc. including provision of signage/hoardings at suitable locations, distribution of vehicle stickers and provision of condom vending machines at suitable locations (rest areas, truck parking lay-byes etc.) apart from collaborating with existing agencies.

(ii) The Consultant shall ensure in collaboration with PIU that medical facilities and health checkups which may include detecting STD/AIDS for the workers are provided at the construction camps.

(iii) The Consultant shall assist PIU to ensure that the contractors comply with applicable labour laws (including prohibition of child labour) and maintain conducive environment for women participation in the labour force.

- (iv) The Consultant shall support PIU in implementation of Tribal Development Plan in consultation with likely affected tribal community as per the Tribal Development Plan in the RAP, as applicable.

#### **D. Team Composition and Qualification Requirements & Duties of Key Experts and Non-Key Experts**

The Consultant's team shall comprise of following Key Experts. Duration of services of Key Experts is indicated against each.

- a) Position K-1 (Team Leader cum R&R Expert)-10 person-months.
- b) Position K-2 (Social Development Expert) -10 person-months
- c) Position K-3 (Gender Expert)- 6 person-months
- d) Position K-4( Chartered Valuer)-6 month

**The qualification requirements of the Key Experts are given below:**

- **Team Leader cum R&R Expert:**

The Team Leader cum R&R Expert should be a post-graduate in social sciences. He/she should have about 10 years' experience in implementation of R & R works. He should have held responsible position in the previous assignments and should possess participatory management skills. Knowledge of local language is a desirable qualification. The Team Leader cum R&R Expert must have been with the Consultant for at least 2 years. Team Leader cum R&R Expert should have completed R&R work in at least 2 highway projects in the capacity of Key Expert one of which should be in World Bank or externally aided project.

- **Social Development Expert:**

The Social Development Expert should be a post-graduate in social sciences. He/she should have about 7 years' experience in implementation of R & R works. Knowledge of local language is a necessary qualification. The Social Development Expert should have completed R&R work in at least 1 infrastructure project in the capacity of Key Expert. Experience in training and livelihood restoration activities is must.

- **Gender Expert:**

The Gender Expert should be a post-graduate in social sciences. He/she should have about 7 years' experience in implementation of rural development/community welfare programs. Knowledge of local language is a necessary qualification. Should have the ability to engage with women and marginalized groups. He/she should have completed community outreach and awareness work in at least 3 social welfare projects in the capacity of key expert.

- **Chartered Valuer** : Chartered Valuer should be Civil Engineer , having experience in deals drawing , specifications and costing procedure for different Type of building ,He /She should have at least 7 year experience , preferable be experience in replacement costing for R&R works for building and Public assists

#### **E. Reporting Requirements & Time Schedule for Deliverables**

The Consultant will submit reports as well as photographs, videotapes etc. taken during the assignment along with an electronic copy of the documents. All reports should be in English language only. However, the supporting documents can be attached in local language along



with the translated versions/summaries in English. The details of documents to be submitted are given below:

**(i) Inception Report**

The Consultant shall submit to the PIU an inception report-detailing plan of action, manpower deployment, time schedule, and detailed methodology within 15 days of the commencement of the assignment.

**(ii) Monthly progress Reports**

The Consultant shall submit monthly progress reports on the activities carried out during that month and proposed activities for the coming month. The monthly progress reports will include data on input and output indicators as required by the PIU, with work charts as against the scheduled timeframe of RAP implementation. All progress reports shall include data on input and output indicators as required by the PIU.

The Consultant shall document in full details, the consultation/counseling processes, the process of identification of the resettlement sites, and a full description of the training imparted (or facilitated) as part of the assignment. The progress achieved in land acquisition as per entitlements have to be documented. This documentation shall be submitted to the PIU as a part of the monthly progress report.

Copies of the monthly report have to be submitted to PIU and PCU.

**(iii) Final Report**

The Consultant shall submit a completion report at the end of the contract period summarizing the actions taken during the project, the methods and personnel used to carry out the assignment, and a summary of supports/assistance given to the PAPs, overall physical progress on the key activities under the RAP implementation.

**(iv) Records of Meetings**

The Consultant shall prepare minutes of the meetings of GRC, Gram Sabhas, meetings between PIU and PAPs etc. and submit to (i) PIU and (ii) PCU.

**(v) Record of Grievances**

The Consultant shall record all grievances and the process of redressal documented and submitted to (i) Assistant Commissioner/SDO; (ii) PIU and (iii) PCU on a monthly basis.

**(vi) Submission of Micro Plans**

The Consultant shall submit all Micro Plans with the status of disbursement and payment of compensation, on a monthly basis. Where changes occur during the project implementation requiring changes in the Micro Plans, the Consultant will update the relevant plans and resubmit them to the (i) PIU and (ii) PCU.

**F. Data, services, and facilities to be provided by the Client:**

The PIU will provide to the Consultant copies of the RAP, Social Impact Assessment Report, PAP database, land acquisition details, and any other relevant reports/data prepared by the DPR Consultants.

### **G. Payments, Time Schedule, Site Office and Other Conditions**

The Consultant shall ensure that the RAP is implemented in an effective and proper manner. The prime responsibility of the Consultant shall ensure that each and every eligible PAP receive appropriate and due entitlement as per the entitlement matrix given in RAP. Additionally the Consultant shall help the PIU in all other matters deemed to be required to implement the RAP in its spirit and entirety.

All documents created, generated or collected during the period of contract, in carrying out the services under this assignment will be the property of the PIU. No information gathered or generated during and in carrying out this assignment shall be disclosed by the Consultant without explicit permission of the PIU.

#### **Consultant's Site Office**

The Consultant will open a site office at project road section and function from there. All costs associated with the site office shall be borne by the Consultant.

#### **Time Schedule**

It is estimated that the Consultant services will be required for 10 months for participating in the implementation of RAP. The Consultant shall carry out all assigned tasks based on the timelines as set out in the table in para 31 below.

#### **Payment**

Payments to the Consultant will be made in stages on completion of the tasks/deliverables as given below along with timeline for tasks/deliverables:

<b>Sr. No.</b>	<b>Task/deliverable</b>	<b>Timeline</b>	<b>Payment Schedule</b>
1.	Submission of Inception Report	1 month	10% Contract Price
2.	a) Joint verification of assets within Corridor of Impact, information, dissemination and distribution of rehabilitation and resettlement policy b) Distribution of Identity card to eligible PAPs c) Submission of Micro plan for 100% Non-Title Holder and approval	4 months	20% of Contract Price

3.	<ul style="list-style-type: none"> <li>a) Submission of Micro Plan for 50% of total Title Holders</li> <li>b) Disbursements of assistance to 50% of total PAHs.</li> <li>c) Final data analysis report containing additional and or missing census details.</li> <li>d) Identification of relocation sites for shifting of PAPs/CPRS.</li> </ul>	6 months	20% of Contract Price
4.	<ul style="list-style-type: none"> <li>a) Submission of Micro plan for 100%Title Holders and approval</li> <li>b) Disbursement of assistance to 80% of total PAPs.</li> </ul>	8 months	20% of Contract Price
5	<ul style="list-style-type: none"> <li>a) Completion of all training and assistance for Income Restoration.</li> <li>b) Completion of road safety awareness.</li> <li>c) Completion of HIV / AIDS awareness.</li> </ul>	9.5 months	5% of Contract Price
6.	<ul style="list-style-type: none"> <li>a) Disbursement of assistance to 100% of total PAPs.</li> <li>b) Submission of Final Report</li> </ul>	10 months	25% of Contract Price

## Appendix 8: CHHATTISGARH MUTUAL CONSENT POLICY 2016



Land purchase  
policy CG.pdf

Translated English version

### Land Purchase Policy with Mutual Consent 2016

1. Various Department undertakings/ Institutions of state government need private lands time –to-time for implementation of their infrastructure's constructions and development projects. The requisite lands may be acquired with natural consent of land owners by making the payment of consideration for implementing the government projects within prescribed time with a view to safeguard the additional time to be consumed in the process of land-acquisition and cost as well. May a times, the private land owners keep interest to sell their land(s) to state Govt. for the above said purposes, because the residents residing in those said land's vicinity get may socioeconomic benefits with rapid implementation of proposed Infrastructure construction, Development Projects having secured certainly the development of local area. Along with this this option of land sale attracts them also with the causes of procedural accessible, saving of time and early receipt of sale value. To purchase lands from land owners by state Government with mutual consent also remains beneficial in any circumstances in extensive public interest along with both the parties.

2. Therefore, in exercise of powers conferred by context Sl. No. 18 (Land Transfer) of State list of the Constitution, the state Government has hereby taken decision to make the policy for the purchase of land with mutual consent for the implementation of projects of Public Interest. The state Government do hereby issue following the consent land purchase policy with mutual consent of private land owners :-

- a. This policy shall apply to planned projects of various Departments, undertakings/Institutions of State Govt. And central Govt. only. Apart from these planned projects, the land of maximum 100 Hectare area may be purchased under this policy for other development projects.
- b. On need of land for planned projects and development works of various departments undertakings/Institutions of State Govt. firstly the collector shall transfer the above said land out of available Govt. Land, to Administrative Department.
- c. If suitable Government lands are not available in the district for this purpose, then based on requisition of Administrative Departments undertakings/Intutions minimum Essential land may be purchased based on mutual consent from private land owners for the said projects or a part of if by acting under this policy.
- d. The private land of land owner shall be purchased by paying the sum equivalent to the cost of said assets situated on the land and cost of land computed as per the rate effective at that time according to the guidelines issued by collector on the date of purchase of land as consideration.

e. Apart from the above said, an amount equivalent to consideration shall be given to the seller as solatium. Thus, the seller shall obtain double amount of the cost of land for his private land and the assets established on it.

f. But, apart from the consideration prescribed as above, the land owner shall be paid a sum so that (s) he obtains a sum of Rs. 6.00 lakhs per acre for fallow land a sum of Rs. 8.00 lakhs per acre for non-irrigated land (single crop) and Rs. 10.00 Lakhs per acre for irrigated land (Bi-crop) as a minimum amount.

After the assessment of above said land cost, each seller family shall be given separately a sum of Rs 5.00 lakhs or 50% of the amount which is lesser as rehabilitation grant.

g. The payable amount of the land to be purchased for the project of said Departments/undertakings/ for the project of said departments/ undertakings/ Institutions, the cost of assets existing on that land and additional amount payable as per Rehabilitation grant and as per Para – 5 shall be borne by concerned government department, undertaking /Institution. The provision for the necessary budget for this purpose shall be made by concerned department/undertaking /institution.

h. The Department /undertaking Institution shall firstly mark the land to be purchased from private land owner(s) by evaluating minimum requirement and thereafter, accordingly shall be submitted application to the collector by Authorized officer of concerned Department/undertaking/Institution for the purchase of land as per need.

i. The following details shall be given in the application for the purchase of land:

- (1) Name and purpose of the project
- (2) Area of land to be purchased;
- (3) Details of availability of amount in the essential budget Head for the purchased of land for the Project.
- (4) Details of land (Khasara No. / Plot No. / Najool Sheet No/ Area, name of Village Tehsil District and Map of the said land)
- (5) Details of known land owner(s) of land if available;
- (6) Estimated Cost of land with reference to the rates of guidelines effective at that time.
- (7) Details and estimated cost of assets existing on the said land, and
- (8) Other details, which concerned department(s)/ undertaking(s)/ Institution(s) may desire to furnish.

j. The collector shall: (i) obtain the report from Tehsildar based on clear title of land and record(s) in relation to possession of land on receipt of application; (ii) make valuation of Asset(s) existing on said land e.g. well house tree(s) etc. from the officer(s) of concerned department(s) e.g. PWD Horticulture Department, forest Department etc.; and (iii) consider total valuation by summing up the value / cost of both land and asset(s) existed on the same. The solatium amount equivalent to total valuation shall be determined. Apart from the above said sum, an amount of Rs. 5.00 Lakhs or 50% of the amount which is lesser shall be paid to the seller's Family as rehabilitation grant

k. After Examining the applications(s) of Department (s) / undertaking(s) / Institution (s) if collector finds the desired land purchasable, then he shall expect the acceptance from possessor in format – B by allowing 15 days period to owner by sending proposal of land purchase in format – A. The collector may extend the above said stipulated time if so needed.

l. The collector shall obtain this undertaking from land owner(s) along with his acceptance that the land proposed for the purchase is under clear title in all respect and neither any case is pending/running regarding ownership and possession with regard to this land before any Court / Authority nor the proposed land is disputed in any way. If there is any dispute over this land, then he shall furnish its brief descriptions/ details. Apart from this, the land – owner shall also submit that the proposed land is free from all encumbrances. Such type of acceptance letter shall be signed by land owner or his authorized agent.

m. After having obtained acceptance from owner / possessor the collector shall issue public notice with such intention by granting 15 days period, that the purchase of land from those land owners (with full name and address) for the said project in favour of concerned department(s) / undertaking(s) / institution (s) of state Government. Apart from issuing notice, the collector shall also determine from Tehsildar or other competent Authority that the land proposed for the purchase has no any dispute pending in any Hon. Court and the land is free from all encumbrances. The public Notice issued as above shall be exhibited by pasting in the notice Board of the office of the collector, SDO, BDO, Tehsil office, Gram panchayat or in the office of Municipal Corporation. Committee. The said public notice shall be published in at least one newspaper and in a state level daily Newspaper and shall also be uploaded on the website of the district

n. Based on objections obtained with stipulated time, the collector shall not proceed to buy such land if such land bears defective title. If no objection has been received within stipulated time of issued public notice, then the collector shall proceed to the purchase of land from land owner/possessor in favour of concerned Department (s) / Undertaking(s) / Institution (s) of State Government.

o. Within a period of one year from the date of receipt of written acceptance from land owner/possessor, the collector shall purchase the said land in favour of concerned Department(s) / undertaking(s) / Institution (s) of State Government and shall make the payment, to land owner(s) / possessor (s) of specified land/ cost of assets existed on it and additional grant amount.

p. Stamp duty Registration fee payable for the Registration of said land and other requisite expenses shall be borne by concerned Department/ undertaking / Institution.

q. The purchase of land under this policy shall be executed in the name of "Collector on behalf of Governor of Chhattisgarh" The Tehsildar Divisional Office Revenue of the concerned Region / area is hereby authorized to sign on sale deed.

r. After the registration of purchase deed, the transfer of land shall be endorsed in Revenue records in favour of Govt. of Chhattisgarh. Wherein, the name concerned department/ undertaking / Institution shall also be endorsed. Such as Chhattisgarh Govt. water Resources. Department or Govt. of Chhattisgarh, Public Works Department etc.

s. After the purchase of land as above, if the project is withdrawn or become unsuccessful, and because of this, this land becomes no more in need, then the land so purchased shall be handed over to revenue Department by concerned department/ undertaking / Institution. The land so handed over to Revenue Department may be allotted in future for any other government purpose or development projects etc.

t. In case of need of any government land given on lease for forming by Govt. for any project, the collector may, under this policy, examine the essentiality of lease and by evaluating the cost as like land of ownership and computing the amount of grant, the equivalent amount may be granted to lesser as grant on handing over of lease willingly by him.

## Appendix 9: CONSENT FORM

### Form A

#### **Collector**

**Sl. No.**

**Date:**

#### **Land Purchase Proposal**

To

1.

2.

Sub: Proposal for purchasing land of your lien due to land requirement for the project of PWD Chhattisgarh Road Project.

PWD, Chhattisgarh Government wants to buy your lien land because of the requirement of the land for the project of.....

#### **Description of the Land and Asset**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Detail of land (Khasra, Plot No., area, village and tehsil with chouhaddi)</li> <li>2. Market value of the land calculated on the basis of the guideline issued by the collector for the year.....</li> <li>3. Detail of the real estate situated on the said land, if any.</li> <li>4. Value calculated by the respective department of real estate.</li> <li>5. Total value (2+4)</li> <li>6. Solatium equivalent to the total value.</li> <li>7. Total proposed purchase price.</li> <li>8. Resettlement grant as 50% of compensation amount or Rs. 5 Lacs whichever is less.</li> </ol> |  |
|---|--|

2. According to the above details, the total market value of the land / plots held by you and the total assets on it are Rs. .... If you agree to sell in favor of the PWD, Chhattisgarh Government then in the form of the consideration, you will be given the value mentioned in the above given amount and the amount of solatium Rs.....and resettlement grant Rs. ....total Rs.....is proposed to be given. It is expected that, in



accordance with the above details, you submit your consent to sell the land/plot and the real estate located on it, in the “form B” attached with this proposal, in my office by yourself or through authorized representative, within 15 days of the receipt of the proposal, in the favor of PWD Chhattisgarh.

3. If the proposal is submitted on your behalf in “form B”, then your lien land /plots with the real estate located on it will be bought in favour of PWD, Chhattisgarh Government for the subject project.

4. Upon receipt of your acceptance, a lien will be checked and if the land/plot is found in your clean lien, you have to execute a sales deed within 12 months. Payment will be made at the time of execution of sale deed

## Form B

### Consent Letter

I/we..... s/o .....age.....year, permanent address.....  
tehsil.....district.....present address.....district .....,  
letter no. of Collector..... dated.....the land of my lien whose details are given  
in the schedule below, according to the proposal received by the Collector to the land for the  
project of the..... the compensation mentioned in the proposal with  
solatium Rs.....(in words.....)and equivalent resettlement grant, give  
acceptance for the sale.

2. I /we declare that the proposed land is in all my/our clean lien and there is no prevalence of  
any prejudice related to any court / authority concerning this land and the proposed land is free  
from all encumbrances.

3. Proposed land is not controversial.  
(If there is a dispute then its details should be given.)

### Schedule

#### Land Details

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-----

Signature

Acceptor Landlord

Place.....Date

Witness:

.....  
.....

## **Appendix 10: TOR FOR THIRD PARTY FOR MONITORING DIRECT/NEGOTIATED LAND PURCHASE**

### **A. Introduction**

1. ADB-PIC,PWD Government of Chhattisgarh is presently implementing Chhattisgarh Road Connectivity Project under Asian Development Bank (ADB) assistance to strengthen and rehabilitate the deteriorated state roads and upgrade some newly declared state roads to provide reliable road transport services in the state.

2. CGPWD has prepared the RP for Chhura – Rajim Project in compliance with the applicable State Government, Government of India and ADB policy and legal framework. This project is considered as Category-A as per as Involuntary Resettlement (IR) is concerned. CGPWD require an independent third-party for documenting and monitoring of direct/negotiated land purchase under Direct Purchase Policy 2016 for the project.

### **B. Objectives and Requirements of Monitoring**

3. The objectives of monitoring are to assess whether the mutual consent is implemented within the set principles of the RP. An independent third party is sought to be appointed to oversee and certify the process of negotiated/direct purchase of land under the Project.

### **C. Eligibility**

4. The third party shall be a representative of the community (for example, a senior retired government officer, a community worker, an academician or representative of a local NGO/CBO), without any direct interest in the negotiation process, who is acceptable to each of the concerned parties (CGPWD and concerned land owner/seller).

### **D. Scope of work**

5. The role of the third party shall be to ensure a fair and transparent process of negotiation/purchase. The envisaged scope of work shall entail the following:

- (i) witness and keep a record of meetings held with the concerned parties,
- (ii) ensure there is no coercion involved in the process of negotiated purchase / land donation,
- (iii) ensure that the preferences and concerns of the land owner / seller related to access, selection of site within lands held, etc. are recorded and any stipulated conditions met,
- (iv) ensure that the negotiated purchase agreement is drafted in a fair and transparent manner,
- (v) identify and recommend mitigation measures to land owner / seller, if required,
- (vi) ensure that taxes, stamp duties and registration fees for purchased land are borne by government, and
- (vii) submit a certificate as witness to the purchase and transfer process.

### **E. Deliverables**

6. The details of the meetings, and a certificate as witness to the purchase / negotiation process and mitigation measures to owner / seller, if any, shall be submitted by the third party to PMU, PIU and owner/seller in the local language.