

Resettlement and Indigenous Peoples Plan

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Nepal: Urban Resilience and Livability Improvement Project

Improvement of Roads and Drains in Lumbini Sanskritik Municipality

Package Number: URLIP/LUM/CW-02

PART A

CURRENCY EQUIVALENTS

(as of 18 July 2024)

Currency unit - Nepalese (NPR)

NPR 1.00 = \$ 0.00743

\$ 1.00 = 133.63 NPR

ABBREVIATIONS

ADB	-	Asian Development Bank
BPL	-	Below Poverty Line
CDC	-	Compensation Determination Committee
CDO	-	Chief District Officer
CFUG	-	Community Forest User Group
Col	-	Corridor of Impact
DCC	-	District Coordination Committee
DMS	-	Detailed Measurement Survey
DPR	-	Detail Project Report
DUDBC	-	Department of Urban Development and Building Construction
EMP	-	Environment management plan
FGD	-	Focus Group Discussion
GON	-	Government of Nepal
GRC	-	Grievance Redress Committee
GRM	-	Grievance Redress Mechanism
IEE	-	Initial Environmental Examination
IP	-	Indigenous People
ISCPC	-	Institutional Strengthening and Community Participation Consultant
LACFC	-	Land Acquisition and Compensation Fixation Committee
LAA	-	Land Acquisition Act
LGOA	-	Local Government Operational Act
MOU	-	Memorandum of Understanding
NGO	-	Non-Governmental Organization
NPC	-	National Planning Commission
PCO	-	Project Coordination Unit
PIU	-	Project Implementation Unit
PMCDC	-	Project Management and Capacity Development Consultant
RIPP	-	Resettlement and Indigenous Peoples Plan
ROW	-	Right-of-Way
SDC	-	Supervision and Design Consultant
SMR	-	Semi-Annual Monitoring Report
SPS	-	Safeguard Policy Statement
URLIP	-	Urban Resilience and Livability Improvement Project
VAP	-	Vulnerable Affected Person
WUC	-	West Urban Corridor

WEIGHTS AND MEASURES

ha	–	hectare
km	–	kilometer
m	–	meter
m ²	–	square meter

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GLOSSARY

Affected Person/displaced person: As per ADB Safeguards Policy Statement 2009, affected person/displaced person includes all persons with legal rights on land (titleholders) and persons without legal rights (non-titleholders) who are physically displaced (relocation, loss of residential land, or loss of shelter) and/or economically displaced (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.

Affected Household: means (i) a family whose primary place of residence or other property or source of livelihood is adversely affected by the acquisition of land for a project or involuntary displacement due to any other reason; (ii) a family of any tenure holder, tenant, lessee or owner of other property, who on account of acquisition of land in the affected area or otherwise, has been involuntarily displaced from such land or other property; (iii) a family of any agricultural or non-agricultural labourer, landless person (not having homestead land or agricultural land), rural artisan, small trader or self-employed person or any other non-titled user who has been residing or engaged in any trade, business, occupation or vocation in the affected area, and who has been deprived of earning his livelihood or alienated wholly or substantially from the main source of his trade, business, occupation or vocation because of the acquisition of land in the affected area or being involuntarily displaced for any other reason.

Assistance: means support, rehabilitation and restoration measures extended in cash and / or kind over and above the compensation for lost assets.

Compensation: means payment in cash or kind for an asset to be acquired or affected by a project at replacement cost at current market value.

Entitlement: means the range of measures comprising cash or in-kind compensation, relocation cost, income restoration assistance, transfer assistance, vulnerability assistance, income substitution, and business restoration which are due to affected households, depending on the type and degree /nature of their losses, to restore their social and economic base.

Eminent Domain: means the regulatory authority of the Government to obtain land for public purpose/interest or use as described in the Land Acquisition Act 2034 (1977).

Inventory of loss: means the inventory of assets as a record of affected or lost assets.

Non-titled: means those who have no legal/legalizable rights or claims to the land that they are occupying and includes people using private or public land without permission, permit or grant i.e., people without legal/legalizable title to land and/or structures occupied or used by them. ADB's policy explicitly states that such people cannot be denied resettlement assistance.

Replacement cost: the method of valuing assets to replace the loss at market value before the project or dispossession, or its nearest equivalent, plus any transaction costs such as administrative charges, taxes, registration, and titling costs.

Significant impact: means where 200 or more affected persons suffer a loss of 10% or more of productive assets (income generating) and/or physical displacement.

Vulnerable Households: means households that comprise those falling below poverty line, persons with disability, female-headed households, households having elderly (*Jestha Nagarik*)

and children, *dalits*, indigenous people, landless households and households without legal title to land.

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EXECUTIVE SUMMARY

Project Background: Urban Resilience and Livability Improvement Project (URLIP), the project, will support improving municipal infrastructures and governance of the selected project municipalities, thereby contributing to achieve inclusive economic growth and improved livability. This will be achieved through the following three outputs: (i) municipal infrastructure for resilience developed (Output 1); (ii) Tourism assets revitalized and managed (Output 2); and (iii) capacity of municipalities, provinces and Department of Urban Development and Building Construction strengthened (output 3). The project will support seven municipalities Pokhara, Janakpur, and a cluster of five municipalities which include Devdaha, Lumbini Sanskritik, Lumbini Sanskritik, Siddharthnagar, and Tilottama.

Project Components: The Lumbini Sanskritik Municipality covers the following project components under Output (1): rehabilitation and reconstruction of integrated components of drainage and road in two road sections (12.257km.). This comprises of: (i) Lumbini Bus Terminal Access Road (3.931Km) and (ii) Moglaha-Masina-Anihari-Bhaisaiya Road (8.326Km). A standalone DDR has been prepared for municipal building; hence, this RIPP does not include the scope of municipal building. This RIPP only focuses on the two urban roads in Lumbini Sanskritik municipality. The roads were constructed some two and half decades ago and average width varies between 6-9 meters which has now been proposed for upgrading to 12 to 17 meter RoW of the access road to the municipal building, and 8 to 10.0 meter RoW in Moglaha-Masina-Anihari-Bhaisaiya Road. The RoW has been narrowed down and by adopting alternative design such shrinking footpath and drainage to avoid the private structures which was previously assessed in the draft RIPP. Both the roads passes through ward number 10, 5, 7 and 11 of Lumbini Sanskritik Municipality.

Scope and objective of Resettlement and Indigenous Peoples Plan: The entire project is classified as category B for both involuntary resettlement and indigenous peoples safeguard following ADB's Safeguards Policy Statement (SPS). 2009. This RIPP has been prepared to document the project's impact, methodology used and address the potential involuntary resettlement impacts of the proposed project components. The methodology of the RIPP preparation includes data collections through both primary and secondary sources. The primary data were collected through transact walk, impact assessment surveys, community consultations, and socio-economic surveys, and interviews with both primary and secondary stakeholders. The RIPP prepared during project preparation needs to be updated as earlier RIPP was based on a sample size taken for the the survey. This RIPP was therefore updated based on the detailed measurement survey and census survey (100%) as per final design.

Land Requirements and Associated Involuntary Resettlement Impacts. A detailed measurement survey was undertaken from December 2022 to April 2023 followed by three consultation meetings conducted in the project area. Further, site observations visit and meeting with Lumbini Sanskritik municipality officials was conducted. The assessment and socio-economic survey show that an additional 278 small/narrow strips of land parcels belonging to 199 landowners (56 females, 143 males) will be required due to upgrading of the road sections. The design team in close coordination with municipality/wards have explored the possibility of reducing the corridor of impact to minimize the effect impact during the detailed design. The project will require an additional of 5649.14 square meter private land due to road and drainage improvement. The 199 households/plot owners have expressed willingness to voluntarily donate small strips of their lands parcel (narrow strips of lands) during consultations. The landowners highlighted that the improved road and drainage infrastructures would enhance accessibility,

particularly by providing easy access during emergencies and facilitating the efficient transport of local produce, reduce flooding issues, and contribute to overall community development.

The land donation process followed the required procedures and requirements, including verification of the independent third-party, which is currently underway. This updated RIPP includes land donation/no objection papers (NoCs) from 139 (70%) donors. The remaining 60 NOCs are currently being completed, and will be attached in the next due SSMR, along with the third-party certification. In addition, a formal legal agreement will be entered into with details specifying the donation terms including title/ownership transfer (or no title transfer), according to the preference and/or agreement with the land donors. All NoCs need to be obtained prior contract award, and legal agreements related to the land donation need to be in place prior to start of construction and will be submitted in SSMRs and/or updated social safeguards documents whichever is submitted first. The land will only be handed-over to the contractor when the land donation papers/NOCs, legal agreements and third-party certifications are obtained for the donated road portions. Construction work will not commence until these requirements are fulfilled.

The detailed measurement survey was carried out to confirm the scale of impacts on additional land requirements. Impacts on structures assessed in the draft RIPP will be avoided by changing of technical design (i.e., removing drain, footpath and reducing footpath). However, minor impact to 23 boundary walls, steps and cemented platforms is anticipated. The project will ensure that such structures will be restored to previous or better condition. These are not expected to cause any loss of livelihood to the affected households. Project will adopt measures to ensure project activities will not hinder residents' ability to access or use their properties which includes advance notice to residents and businesses prior to start of work, careful timing of implementation to avoid peak hours/days or school timings; ensuring access to residents and business to ensure daily activities are not hampered, contractor will be required to maintain access to residences or other buildings and will ensure during construction works, among other measures. These provisions will be incorporated in the bidding and contract documents. The PCO, PIU and project consultants will be responsible in overseeing these works and ensuring completion within a schedule and reported to ADB through SSMR. Proper documentation will be provided by the contractor through videographic and/or photographic evidence taken in the pre-implementation, during construction and post-construction stage, with the links to the videos and photos included. This documentation will be included in the SSMRs.

Socioeconomic Information and Profile: The socio-economic survey was conducted to 199 affected land donors to assess eligibility for land donation (100%). Based on the socioeconomic survey, there are three vulnerable households with 21 families members identified under BPL, Dalit and Janjati category; hence they were not included in the socioeconomic analysis. No land donations will be taken from them. The survey result presents the socioeconomic profile of the 199 eligible land donors comprising of 1140 (74.3%) males and 393 (25.7%) females (1533 family members). The average family size is 7.7. The social category of the land donors is jajanatis (32.2%), Madhesi (31.7%), Muslims (24.6%), Dalits (9.6%), and Brahmin/Chhetri (2.0%). Among the surveyed households, 72.4% of are practicing Hindu, while 27.6% are Muslims.

Dalits make up 9.5% (19) of the total respondents. Based on socioeconomic survey, Dalits households are economically stable, living above the national poverty level (66,737). They also do not fall under social vulnerability criteria (having member/s with persons with disability, or being a woman-headed household, or meeting other social and/or economic vulnerability criteria. The average land to be donated constitutes only 3.97% of their total landholdings. The

landowners expressed the need for such road infrastructure and are more than willing to contribute small strips of their lands voluntarily. The minimal land donation will not negatively affect the living standard of the landowners. Moreover, the donation is linked directly to their benefits, improving their access to transportation, better drainage systems to reduce flooding, improved connectivity to markets and services and thus, enhancing their quality of life.

According to the socio-economic survey of 199 land donors, total households of the IP is 64 with majority comprising of Chaudhary 30 households (46.9%), followed by 16 households from the Newar (25.0%) and the remaining 18 households are from other IPs categories (28.1%). Among IPs, the survey confirmed that none of the household belong to marginalized group categorized by Nepal Federation of Indigenous Nationalities (NEFIN). These IP HHs are not economically and/or socially vulnerable (i.e. having PWD member, WHH, and other vulnerability criteria). The survey identified narrow strips of lands owned by 64 janajati/IP landowners (461 household members) comprising of 85 registered land parcels. The average land to be donated constitutes only 1.81% of their total landholdings. The average per capita income of IP donors is NPR 69,676, which is above the below poverty line (BPL) income threshold of NPR 48,604.50 per person. The surveyed indigenous peoples head of households are into business/ trade, service, pension holder and are engaged in varied works. The indigenous population (Janajatis) are very much assimilated with the general population and do not live collectively in a particular geographical location within the municipal limits. The indigenous communities in the project area have been utilizing transportation facilities for over two decades. Based on consultation during surveys, IP households have expressed their consent for land donation due to perceived higher beneficial impact. They expressed the need for such road infrastructure and are more than willing to contribute small strips of lands. The donors no objection papers are attached in this document. None of them will be affected by structure losses. None of the affected households will be displaced from their current location. A specific action plan for enhancing the project benefits has been prepared and included in this RIPP.

Legal Framework: The policy, legal framework, resettlement principles and entitlements in the URLIP are guided by the ADB's Safeguard Policy Statement (SPS), 2009 and Government of Nepal's Acts, laws and regulation related to land acquisition, compensation disbursement, and involuntary resettlement.

Consultations and Participation: Consultations were carried out with various stakeholders such as community residents/project beneficiaries including the poor, women, and indigenous peoples, and government officials. A total of 88 people (19 female, 69 males) attended in the meetings. In addition to this, meeting with civil society organization, local governments and resource management groups like irrigation, water user groups and land donors. Consultations will continue throughout the project implementation. The RIPP will be made available at public locations in the area and will be disclosed to a wider audience through the Government of Nepal and ADB website. A copy of the RIPP translated in local language always be kept at site during the construction period.

Grievance Redress Mechanism: Grievance Redress Committees (GRCs) will be formed at three levels; (i) project level, (ii) PIU level and (iii) PCO level. PCO and PIU level GRCs were formed, while the field level GRC is yet to be formed. Field-level GRC is expected to be installed and/or activated once work contract is awarded. The GRM will aim to provide a time-bound and transparent mechanism to voice and resolve social and environmental concerns linked to the project. Grievance Redress Committees (GRCs) will be formed at three levels; (i) field/ward level, (ii) Municipality/PIU level, and (iii) PCO level. There will be Janajatis and one-woman representative in the field/ward and municipality level, if required. A public awareness campaign

will be undertaken to ensure awareness on the project and its grievance redress procedures. The campaign will ensure that the poor, vulnerable including indigenous peoples and others are made aware of and are part of the awareness program. Grievance redress mechanism outlined in the draft RIPP will ensure that complaints and grievances are resolved in a collaborative, timely manner, and effective manner through dialogue, joint fact-finding, negotiation, and problem solving.

Institutional Arrangement: The RIPP implementation will be closely monitored by the Project Coordination Office with the support of project management and capability-building consultant to effectively assess the RIPP progress and identifying potential difficulties and problems. Monitoring will be undertaken by the PCO and PIUs. The PIU within the municipality will have a social safeguards officer assisted by social safeguards specialist from the Supervision and Design Consultants, who will facilitate the implementation of the RIPP activities. Monitoring will involve administrative monitoring to ensure that implementation is on schedule and problems, if any, are dealt with on a timely basis; socio-economic monitoring during and after any resettlement impact utilizing baseline information established through the detailed measurement survey of affected persons undertaken during project preparation, and overall monitoring.

RIPP Budget: The budget item includes to implement this RIPP is: cost for repair/restoration works of boundary/compound walls, steps/cemented platforms, cost for third party certification, and agreement, land registration/title/ownership transfer costs and other associated legal fees, specific action plan implementation and monitoring, GRM and administrative cost. The cost for repair/restoration works of boundary/compound walls, steps/cemented platforms will be covered under the municipality's budget at replacement cost in the estimated amount of 304,706.00. The total cost for implementation of this RIPP is estimated at NPR 3,868,382.50.

I. INTRODUCTION

A. Project Description

1. The Urban Resilience and Livability Improvement Project (the project) aims to improve livability and sustainability of urban services by project municipalities. The project¹ is aligned with the following impact: inclusive economic growth and improved living standards,² The project will have the following outcome: improved livability and sustainability of urban service delivery by project municipalities³. The project will develop municipal infrastructures aligned with the priorities set in the municipalities' investment plans. The project supports seven municipalities: Devdaha, Lumbini Sanskrit, Lumbini Sanskritik, Siddharthnagar, Tilottama, Janakpur and Pokhara. Five out of seven municipalities are from the western urbanizing corridor. The Department of Urban Development and Building Construction (DUDBC) on behalf of the Ministry of Urban Development will be the executing agency and the project municipalities are the implementing agencies. The project will support the following outputs.

2. **Output 1: Municipal infrastructure for resilience improved.** Investments will use an integrated approach by ensuring a well-coordinated urban infrastructure system and, where feasible, employing green solutions to reduce inundation, improve mobility, and promote nonmotorized transport through cycle lanes and footpaths. Together, these investments aim to improve the livability of residents, support the sustainable growth of tourism, and enhance local economies. The project will (a) construct 150 kilometers (km) of stormwater drains; (b) reconstruct 100 km of urban roads with at least 45 km of footpaths with old age, women, children, and people with disabilities responsive features and cycle lane to promote nonmotorized transport.

3. **Output 2: Tourism assets revitalized, and management improved.** The project will improve historical, natural, and cultural heritage-based tourism by enacting protective zoning and promoting visitors' experiences⁴. Output 2 includes (i) approving seven gender equality and social inclusion (GESI)-responsive historical, natural, and cultural heritage management plans⁵; (ii) improving at least any one of the historical, cultural, and natural heritage sites per project municipality with GESI-responsive tourism infrastructure such as Pokhara cycle routes connecting the seven lakes, Bindabasini area street, the Phewa organic trail, Pokhara Santi Ban Batika (urban forest), Janakpur Ratnasagar area, Lumbini global park, and Panchase eco-development area; (iii) improving 150,000 square meters of green public spaces—including improvement of the Siddharthanagar Dandha river corridor and greening of public spaces in all municipalities—with gender-inclusive and climate-resilient design features for improved quality of life⁶; and (iv) ensuring project municipalities spend at least 30% of their socioeconomic development program fund on socioeconomic infrastructure and activities related to tourism and improved livability. The output will also support the installation of at least seven GESI-friendly

¹ Government of Nepal, National Planning Commission. 2020. [Fifteenth-Year](#). Kathmandu

² The design and monitoring framework is in [Appendix 4](#)

³ Cultural, natural, and heritage assets that are under the jurisdiction of municipalities

⁴ The project supports improvement of cultural, natural, and heritage assets under the municipalities' jurisdiction.

⁵ The approved plans will integrate climate and disaster resilience features and include a GESI section that describes affirmative action for women and disadvantaged groups to participate in implementing the plans.

⁶ Involves planting of trees, including mature trees; nature-based eco-drainage solutions; cycle lanes and sidewalks; covered and seating areas; fencing for protected areas; and sculptures, murals, and other forms of public art that connect residents with nature and the environment. Features that enhance women's safety and feelings of safety will include improved lighting and visibility; sidewalks; improved ease of access; seating for women, including those with babies and children; and signage displaying helpline numbers.

public toilets at cultural and natural heritage sites and support biodiversity conservation, including sarus crane conservation in Lumbini Province and related awareness-raising initiatives.⁷

4. **Output 3: Capacity of communities, Municipalities, Province, and Department of Urban Development and Building Construction strengthened.** The project will implement municipal reforms, including digital transformation, institutional strengthening, and capacity-building of project municipalities, to improve service delivery and quality of life. Output 3 will support updating and implementation of a comprehensive financial management improvement plan (CFMIP)—an institutional reform measure designed for revenue enhancement (through broadening own-source revenue coverage, implementing digital tax billing and collection, improving tax administration, installing an electronic building permit system that factors in climate and disaster risk zoning and application of building codes and bylaws); streamline efficient budgeting and expenditure management; strengthen internal and external audit, procurement; and maintain a robust database of public assets, including infrastructure, utilities, cultural and natural heritage sites, and public, and financial management systems. Second, output 3 will promote a safer tourism environment and address carbon emissions and climate- and disaster-related risks by (i) preparing decarbonization and risk-sensitive urban development plans and enforcing the plans to control urban sprawl;⁸ (ii) preparing seven heat action plans to ensure well-coordinated response actions during extreme heat events, tailored to disadvantaged groups; and (iii) establishing a municipal emergency operation center in Pokhara. Third, output 3 will strengthen institutions and develop capacity by (i) establishing and equipping O&M units in each municipality; (ii) constructing an energy-efficient and disaster-resilient municipal office building for Lumbini Sanskritik municipality; (iii) conducting training and workshops for staff (including eligible women staff and elected female representatives) of municipalities, provinces, and the DUDBC in municipal finance, natural ecosystems, decarbonization, and urban resilience planning; and (iv) supporting internship and skills improvement programs for women and disadvantaged groups⁹.

B. Project Location

5. Lumbini Sanskritik Municipality are located approximately 310 km away from Kathmandu via East West Highway. It is a municipality in Rupandehi District of Lumbini Province in Nepal, which is the Buddhist Pilgrimage place, where Gautam Buddha was born. Therefore, it is one of the main tourist destinations of Lumbini Province.

6. Geographically, Lumbini Sanskritik Municipality is located at 83.27491° East longitude and 27.46716° North latitude. The total area of Municipality is 112.21 Km². The Municipality was established on 18 May 2014 merging seven existing VDCs i.e. Bhagwanpur, Lumbini Aadarsha, Tenuhawa, Ekala, Khudabazar, Madhuwani and Masina. The total population of Municipality is 87,383 as per 2021 National Census. The boundary of Lumbini Sanskritik Municipality is surrounded by Kotahimai and Mayadevi Rural Municipality in East, Kapilvastu district in West, Gaidhawa Rural Municipality in North and Samarimai Rural Municipality and India in South.

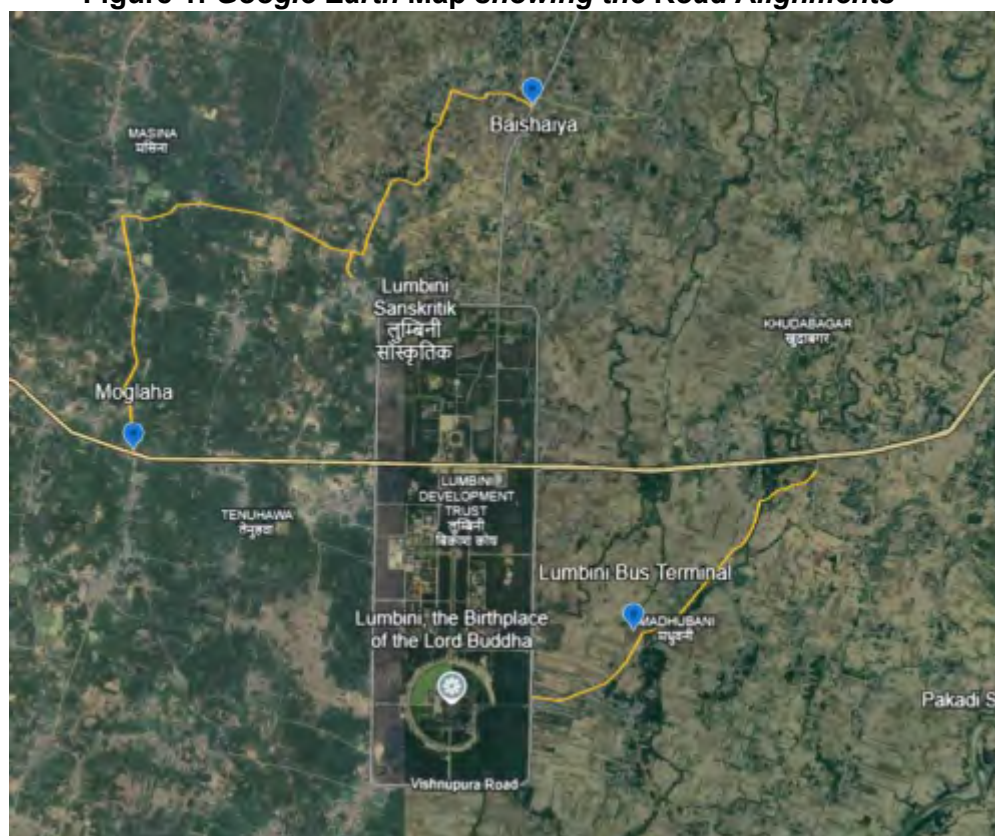
⁷ Public toilets will have male and female toilets at a ratio 1:2, all-gender toilets with adequate wash facilities, and accessible toilet designs for the elderly and people with reduced mobility.

⁸ Including multi-hazard disaster risk assessment and seismic microzoning of Pokhara.

⁹ Gender Equality and Social Inclusion Action Plan (accessible from the list of linked documents in Appendix 2). The DUDBC will coordinate with the Council for Technical Education and Vocational Training to link project municipalities with private institutions approved by the Council for Technical Education and Vocational Training for certified skills and tourist guide training.

Figure 1 presents the location map of Lumbini Bus Terminal Access Road and Moglaha-Masina-Anihari-Bhaisaiya road respectively.

Figure 1: Google Earth Map showing the Road Alignments



Source: Googlemaps, DUDBC - PCO

C. Project Benefits

7. It is anticipated that there will be two-fold beneficial impact due to road improvement, one is direct employment opportunities in project activities as wage laborer. Second is indirect benefits generated from improved services. During the operation stage, road-side economic activities supporting transport like fuel shops, automobile repair shops, lodging and restaurants and most importantly tourism will increase due to increased number of vehicles/road users. Increase in commercial agriculture/livestock and agro-industrial activities are also expected to be developed taking advantage of improved access to market centers where there is higher demand and better prices for agricultural products.

8. In addition to that, people of sub-project areas can have access to better health facility including ante-natal and neo-natal care. The land value of the plot adjoining to road may increase significantly which will enhance the economic status of community and other road users. Other common benefits to the people of the sub-project area are: (i) reduction in travel time and cost (ii) better mode and frequency of transportation (iii) decreased cost of freight (iv) access to quality health care, educational and other infrastructural facilities (v) improved access to service centers at local and district level (vi) improved quality of life of rural tribal population (vii) reduced accidents and (viii) better investment prospects creating more employment opportunities to local people.

D. Project Component

9. Under Output 1 of URLIP, it is proposed to rehabilitate and reconstruct integrated components of drainage and road in 2 roads sections of the municipality comprising total length of the roads 12.257 km., ranging design width from 8m to 17.0m. The salient features are presented in Table 1.

Table 1: Salient Features

1.	Name of the Project	i) Lumbini Bus Terminal Access Road (3.931km) ii) Moglaha-Masina-Anihari-Bhaisaiya Road (8.326km)
2.	Location	Rupandehi District, Lumbini Sanskritik Municipality
3.	Geographic Features	
	a. Terrain	Terai
	b. Alignment	Existing
	c. Climate	Lower-Tropical
	d. Soil	Alluvial soil
4.	Classification of Road	Municipal Roads
	Status of Road	Mostly Gravel, Few Blacktopped sections
5.	Length of Road (km)	12.257
	Lumbini Bus Terminal Access Road	3.931 (RoW 18m)
	Moglaha-Masina-Anihari-Bhaisaiya Road	8.326 (RoW 8m & 10.5m)
6.	Cross Section	At the interval of 20 m
	Right of Way	18m, 10.5m & 8m
	Carriage way Width (m)	13.5, 7, 5.5 (Double Lane Road)
	Road way Width (m)	18m, 10.5m & 8m
	Footpath (m)	1.8m (Either Side) including Kerbstone
	Drain Width (m)	0.5 (Tick Drain), RCC Rectangular Drain (below footpath) (width varies as per drain design)
7.	Pavement	
	Subbase	Crusher Run Gravel Course 250mm in Lumbini Bus Terminal Access Road 210mm in Moglaha-Masina-Anihari-Bhaisaiya Road
	Base	Crushed Stone 150 mm
	Surface	Asphalt Concrete 50 mm
8	Structures Quantity/Number	
	Cross Drainage Structures	
	a. Pipe Culvert	8 (Dia. 600), 10 (Dia. 900)
	b. Slab Culvert	1 – Span 4 m, 1 – Span 6 m
	c. Box Culvert	Size-2m X 2.5m & Size-2m X 2m
	Retaining Structures (cum)	
	a. Random Rubble Masonry	6,776.94
	b. Gabion Wall	678.00
9	Volume of Construction	
	Roadway Earthwork (cum)	
	• Cutting	7,924.55
	• Structure Cutting	22,323.71
	• Filling	48,301.83
	• Backfilling	1,748.91
	Pavement	
	• Sub Base (cum)	26,059.87
	• Base (cum)	15,694.12

	• Wearing Coarse (cum)	5,231.37
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E. Objective of Resettlement and Indigenous Peoples Plan

10. The updated RIPP prepared during project processing has been updated after the completion of the census and socioeconomic surveys based in the detailed design and detailed measurement survey. It has also covered the sections such as project outputs, objective of the RIPP, entitlement matrix, grievance redress mechanism, safeguards implementation arrangement and other common chapters aligned with the agreed draft RIPP. The specific objectives of the RIPP are to:

- (i) to describe the identified scope and extent of land acquisition and involuntary resettlement impacts because of identified project components, and address them through appropriate recommendations and mitigation measures in the RIPP;
- (ii) to present the socio-economic profile of the population in the project area, identify social impacts, including impacts on the poor and vulnerable, and the needs and priorities of different sections of the population, including women, poor and vulnerable;
- (iii) to describe the process undertaken during project design to engage stakeholders and the planned information disclosure measures and the process for carrying out consultation with affected indigenous peoples and facilitating their participation during project implementation;
- (iv) to ensure that the affected persons belonging to the indigenous peoples receive cultural appropriate social and economic benefits;
- (v) to establish a framework for grievance redressal for affected persons that is appropriate to the local context, in consultation with stakeholders;
- (vi) to describe the applicable national and local legal framework for the project, and define the involuntary resettlement and indigenous peoples policy principles applicable to the project;
- (vii) to define entitlements of affected persons, and assistance and benefits available under the project;
- (viii) to present a budget for resettlement and define institutional arrangements, implementation responsibilities and implementation schedule for RIPP implementation; and
- (ix) to describe the monitoring mechanism that will be used to monitor RIPP implementation.

F. Resettlement and Indigenous Peoples Plan Preparation

11. The methodology for preparation of the RIPP includes data collections through both primary and secondary sources. The primary data were collected through transact walk, impact assessment surveys, community consultations, socio-economic surveys, and interviews. The meetings were conducted at the institutional level with local government and community organizations. The phased process was adopted to collect primary information in following order: (i) introductory briefing meeting with community, affected persons, elected representatives of ward where project related information including ADB requirements on voluntary land donation; (ii) transact walk along existing alignment with municipal engineer and likely project affected persons to assess likely impact on land, structures, and other assets. The transact walk was also for assessing willingness of voluntary donation and communities' participation in project design and implementation. For the compound walls, the associated cost

estimates for restoration/reconstruction is included in the RIPP. The cost of damage to compound walls, steps, and approach platforms will be covered under the municipality's budget at replacement cost. The project will ensure that such structures will be restored to previous or better condition. The PCO, PIU and project consultants will be responsible in overseeing these works and ensuring completion within a schedule and reported to ADB through SSMR.

12. The secondary information was collected from desk review of project documents, government public sources, internet portal, ADB published documents, cadastral and land revenue records etc. The land donors and affected persons were consulted. Consent for voluntary donations was obtained, exact area of the affected land parcel updated through cadastral survey and detailed measurement survey in line with detailed design.

G. Measures to Avoid and Minimize Involuntary Resettlement

13. The following measures are being adopted to avoid and minimize impacts and disturbances during the construction. The RIPP will form part of the bid document and these impact minimization measures will be taken into consideration for budgeting and implementation by the contractor.

- (i) Distribution of notice to residents and business units and others in the area.
- (ii) Traffic management with proper liaison with police department.
- (iii) Provision of planks to provide temporary access to citizens, access to residential and business units, religious places.
- (iv) Excavation to be carried out in small sections, one section at a time, in order to reduce the time period of possible disruption and inconvenience to business establishments, hawkers, mobile vendors and residents of the area.
- (v) Inform residents and others in sufficient advance time about the date and time of constructions activities in each section through the public announcement system. If required, a diversion way will be constructed temporarily, to facilitate the shops located adjacent to the road, to continue with their business.
- (vi) Ensuring access to residents and business to ensure daily activities are not hampered
- (vii) Careful timing of implementation to avoid peak hours/days or school timings.
- (viii) Night work in commercial areas, where possible.
- (ix) Minimize construction period to the extent feasible.
- (x) Liaise with the police department for traffic management for uninterrupted traffic flow;
- (xi) Install signage at suitable locations.
- (xii) Display details of GRM (address, contact number and email) for lodging grievances/ complaints, if any at several locations across the town where works are under implementation.
- (xiii) Provide other innovative measures to minimize the impact and disturbance during construction. These measures will be part of the bid document.
- (xiv) Designate a dedicated Social Supervisor, who will engage with the PIU, and SDC on social safeguard, health and safety and core labor standards. Contractors are to carry out all the requirements and compliances outlined in this RIPP.

II. SCOPE OF LAND ACQUISITION AND INVOLUNTARY RESETTLEMENT

A. Land Requirements for the Road and Drainage Improvement

14. The scope of land acquisition is determined based on the field visits to the project components/road locations and transect walk along the alignment of the roads and proposed drainage works to be constructed. The road sections under improvement have existed for a decade or more and are partially black topped and travelled with forest area and agricultural land. It is mostly a single lane road with intermediate lane at few sections and proposed to upgrade to double lane with formation width of 8.0m-17.0m. The proposed road project with the total length of 12.257 km. The road construction work will be carried out mostly within the existing road corridor/road right-of way under the jurisdiction of Lumbini Sanskritik municipality. Some road section will require widening and minor realignments which will require narrow strips of land. The detailed assessment of impact during DMS shows that 278 private plots will be required due to road improvement and drainage works. The additional area required for road improvement in entire 12.257km. road length is around 5,649.14 m² (from the 199 private owners).

15. The households along the alignment of the proposed road improvement have expressed to donate narrow portion of the land due to higher beneficial impact. The landowners highlighted that the improved road and drainage infrastructures would enhance accessibility, particularly by providing easy access during emergencies and facilitating the efficient transport of local produce, reduce flooding issues, and contribute to overall community development. Consultation and socioeconomic survey confirmed eligibility for donation of the 199 landowners (56 females, 143 males), and that voluntary donation will not have adverse impacts as the land donation is limited to less than 10% of their total land holdings. The detailed measurement survey has confirmed the exact area to be donated by each landowner. The third-party certification of the voluntary land donation process is underway undertaken by an independent third party to confirm that: (i) voluntary donations do not severely affect the living standards of affected people, and are linked directly to benefits for the affected people; (iii) no coercion was involved in the process either by the government or by the community, (iii) third party's assessment of vulnerability of the donor(s); and (iv) voluntary donation is in fact voluntary through verbal and written record and verified by an Independent third party such as a designated nongovernmental organization or legal authority (not associated in the project). The external/independent third-party verifier will document the process, including meeting minutes and photographs. The third-party certification, along with supporting documentation, will be submitted in the next due SSMR. All 199 land donors have given consent for voluntary land donation during consultations. The land donation/no objection papers from 139 (70%) donors are attached in this updated RIPP. The remaining NOCs from the 60 donors will be attached in the next due SSMR. In addition, a formal legal agreement will be entered into with details specifying the donation terms including title/ownership transfer (or no title transfer), according to the preference and/or agreement with the land donors. All NoCs need to be obtained prior contract award, and legal agreements related to the land donation need to be in place prior to start of construction, and will be submitted in SSMRs and/or updated social safeguards documents whichever is submitted first. The land will only be handed over to the contractor when the land donation papers/NOCs, legal agreements and third-party certifications are obtained for the donated road section/portions. Construction work will not commence until these requirements are fulfilled.

16. The summary of the additional land required due to road improvement is presented in Table 2. The detailed list of required/donated land is attached in Appendix 1.

Table 2: Summary of Additional Required Lands

Type of land	Number of Households	Population	Number of Affected Plots	Remarks
Private land	199 households	1,533	278	<p>The project will improve and/or upgrade the existing roads requiring use of small/narrow strips of lands on side of the roads for road and drainage development. Accurate land area was measured during cadastral survey and DMS.</p> <p>199 households/plot owners have expressed willingness to voluntary donate strips of their lands parcel (narrow strips of lands) during detailed assessment and consultations. The voluntary land donation has adhered to the procedures and requirements provided in this RIPP, including verification of the independent third-party. The NOCs from 139 donors are attached in Appendix 12. Pending NOCs will be submitted in the next due SSMR.</p>

Source: Detailed Measurement Survey, December 2023.

B. Impact on Structures/Assets

17. The structure impacts as assessed in the draft RIPP has been avoided through the design changes and modifications. Impacts on primary structures have been avoided through verification and change in design (removing drain, footpath; reducing footpath and carriage way).¹⁰ The DMS shows that no temples and other common property facilities/resources will not be affected by the improvement of the proposed roads. Furthermore, the detailed measurement survey confirmed that no need to shift public utilities such as electrical poles and waiting shed in both the proposed urban roads. However, minor impact to 23 boundary walls, steps and cemented platforms is anticipated. The project will ensure that such structures will be restored to previous or better condition. These are not expected to cause any loss of livelihood to the affected households. Project will adopt measures to ensure project activities will not hinder residents' ability to access or use their properties which includes advance notice to residents and businesses prior to start of work, careful timing of implementation to avoid peak hours/days or school timings; ensuring access to residents and business to ensure daily activities are not hampered, contractor will be required to maintain access to residences or other buildings and will ensure during construction works, among other measures. The PCO, PIU and project consultants will be responsible in overseeing these works and ensuring completion within a schedule and reported to ADB through SSMR. Proper documentation will be provided by the contractor through videographic and/or photographic evidence taken in the pre-implementation, during construction and post-construction stage, with the links to the videos and photos included. This documentation will be included in the SSMR.

¹⁰ For the compound walls, the associated cost estimates for restoration/reconstruction is included in the RIPP. The cost of damage to compound walls, steps, approach platforms will be covered under the municipality's budget at replacement cost.

18. The Contractor, in coordination with PCO, PIU, and SDC social safeguards personnel, shall conduct reverifications at sites/sections ready for implementation. If any design or site changes occur during implementation, the RIPP needs to be updated to reflect such changes based on reverification and/or census and socioeconomic surveys prior to start of construction on affected sites, stretches or alignments. No civil works will commence until updated social safeguards documents are submitted to and cleared by ADB.

III. SOCIOECONOMIC INFORMATION AND PROFILE

A. Socio-economic Profile

19. A socioeconomic survey was conducted to 199 land donors (56 females, 143 males) to determine their socioeconomic information and profile including demographic composition, occupation and income resources, average income, total land holding, household facilities etc. The socioeconomic survey was conducted covered 100% of land donors. Table 3 shows affected family by gender in which total male member is 1140 (74.3%) and total female number is 393 (25.6%). Average family size and average sex ratio of the land donors is 7.7 and 290, respectively. The data shows that male population is well above as compared to the female population.

Table 3: Land Donors by Gender (%)

Total Land Donors	Male		Female		Total	Average Family Size	Sex Ratio
	Nos	%	Nos	%			
199	1140	74.3	393	25.7	1533	7.7	290
199	1140	74.3	393	25.7	1533		

Source: Socioeconomic survey, December 2023.

20. **Surveyed Household by Social Category.** The proposed project area is comprised of inhabitants from various caste and ethnicity having diversity of culture, custom, tradition, norms, and values associated with ethnic culture to which they are associated. The Table 4 shows that majority (32.1%) of 199 land donors households belong to Janjati community followed by Madhesi group (31.6%). Likewise, Muslim consist of 24.6%, Dalit represents 9.5% and Brahmin/Chhetri represent very negligible number just 4 (2.0%).

21. Dalits make up 9.5% (19) of the total respondents. Based on a socioeconomic survey, Dalits households are economically stable, living above the national poverty level (64,378). They also do not fall under social vulnerability criteria (having member/s with persons with disability, or being a woman-headed household, or meeting other social and/or economic vulnerability criteria. The average land to be donated constitutes only 3.97% of their total landholdings. The landowners expressed the need for such road infrastructure and are more than willing to contribute small strips of their lands voluntarily. The minimal land donation will not negatively affect the living standard of the landowners. Moreover, the donation is linked directly to their benefits, improving their access to transportation, better drainage systems to reduce flooding, improved connectivity to markets and services and thus, enhancing their quality of life.

Table 4: Land donors by Social Category

	Number and Percentage by Social Groups										
	Brahmin/ Chhetri	%	Janajati	%	Dalits	%	Madhesi	%	Muslim	%	Total
	4	2.0	64	32.1	19	9.5	63	31.6	49	24.6	199
Total	4	2.0	64	32.1	19	9.5	63	31.6	49	24.6	199

Source: Socioeconomic survey, December 2023

22. **Family Type.** Surveyed households are mostly joint family which consist of 47.7% (95 families) followed by nuclear family at 43.7% (87 families) and the remaining 8.5% (17 families) being extended families. The data indicates that joint families are the most common household type (Table 5).

Table 5: Respondents by Type of Family

Percentage of Family Type					
Nuclear	%	Joint	%	Extended	%
87	43.7	95	47.7	17	8.5
87	43.7	95.0	47.7	17	8.5

Source: Socioeconomic survey, December 2023

23. **Educational Attainment.** The data shows that among the 199 respondents, 28.6% (57 respondents) have education up to SLC/higher secondary, while 28.1% (56 respondents) have obtained primary/lower secondary. Likewise, the illiteracy rate is 13.6% (27 respondents) whereas only 2.5% (respondents complete the graduate level (Table 6).

Table 6: Respondents by Educational Level (%)

Education Level	Female	%	Male	%	Grand Total	%
Primary/Lower Secondary	11	5.5	45	22.6	56	28.1
SLC/Higher Secondary	7	3.5	50	25.1	57	28.6
College Graduate	1	0.5	4	2.0	5	2.5
Can read and write	16	8.0	38	19.1	54	27.1
Illiterate	16	8.0	11	5.5	27	13.6
Grand Total	51	25.60%	148	74.40%	199	100%

Source: Socioeconomic survey, December 2023

24. **Occupation and Livelihood:** The occupation in the surveyed 199 land donors household is a mix of farm and non-farm activities. The average annual income of the 199 interviewed households is NPR 67,750. The higher income is from agriculture, which counts 43.7% with 87 household involved. Trade/business is the second largest income category,

which represents 18.6% (37). Income of four households came from the pension (2.0%) (Table 7).

Table 7: Respondents by Means of Livelihood

	Agriculture	Service	Trade/ Business	Labor	Foreign Employment	Pension	HHs
Total	87	10	37	34	27	4	199
%	43.7	5.0	18.6	17.1	13.6	2.0	

Source: Socioeconomic survey, December 2023.

25. **Land Acquisition/Percent of Loss:** The percentage of the affected land has been assessed through the socio-economic survey. The survey result did not identify any households losing more than 10% of their total productive assets (i.e., donated land). The average percentage of donated land out of the total landholdings from the 199 donors is 2.44%.

26. **Economic Viability of Remaining Land:** During the detailed measurement survey, it was observed that nominal (narrow strip) land is required from the households along the road alignment. All (199) owners of the affected plot mentioned that the remaining part of the affected parcel will be viable to continue to use.

B. Indigenous Peoples

27. In Nepal the term Indigenous People (IP) denote to Adivasi, Janajati or ethnic groups with distinct identity in terms of their culture, language and social association from the prevalent dominant culture. National Foundation for Development of Indigenous Nationalities (NFDIN) Act, 2002 defines “nationalities” (Adivasi) and indigenous people (Janajati) as people having their own mother tongue, distinct separate traditional cultural identities, and social structure. This definition apparently is very close to the ADB definitions of the Indigenous People.

28. There are disparities in terms of socio-economic standing in Adivasi Janajati groups. The National Foundation of Indigenous Nationalities has declared 59 groups as ethnic nationalities. NFDIN-affiliated NGO—the National Federation of Indigenous Nationalities (NEFIN) has classified these groups into five categories based on their population size and other socio-economic variables such as literacy, housing, land holdings, occupation, language, and area of residence.

Table 8: Classification of Indigenous Peoples Group

Region					
	Endangered (10)	Highly Marginalized (12)	Marginalized (20)	Disadvantaged (15)	Advantaged (2)
Mountain (18)		Shiyar, Shingsawa (Lhomi), and Thudam	Bhote, Dolpo, Larke, Lhopa, Mugali, Tokpegola, and Walung	Bara Gaule, Byansi (Sauka), Chhairotan, Maparphali Thakali, Sherpa, Tangbe, and Tingaunle Thakali	Thakali

Hill (24)	Bankariya, Hayu, Kusbadiya, Kusunda, Lepcha, and Surel	Baramu, Thami (Thangmi), and Chepang	Bhujel, Dura, Pahari, Phree, Sunuwar, and Tamang	Chhantyal, Gurung (Tamu), Jirel, Limbu (Yakthumba), Magar, Rai, Yakkha, and Hyolmo	Newar
Inner Terai (7)	Raji, and Raute	Bote, Danuwar, and Majhi	Darai, and Kumal		
Terai (10)	Kisan, and Meche (Bodo)	Dhanuk (Rajbansi), Jhangad, and Santhal (Satar)	Dhimal, Gangai, Rajbansi (Koch), Tajpuriya, and Tharu		

Source: National Federation of Indigenous Nationalities (NEFIN)

29. IP communities have their own social and cultural practices blended with different religious ideologies. All of them have distinct cultural practices and language followed by them. However, they respect and engaged in mainstream Hindu culture collaborating with non-IP communities like Brahmin and Chhetri. These IP communities are organized, maintained, and regulated through their social institutions. During the consultation observation road alignment, the consultant team did not identify any impact on cultural heritage sites such as built shrine structures, sacred places, monasteries, crematory sites etc. owned by IP community.

30. **Project Impacts on Indigenous People:** The socio-economic survey conducted during preparation of the RIPP reflects that there is presence of IPs in the project areas. The attendance in community meetings and providing written consent for voluntary donation of land evidenced that IPs are also in process of contributing their land for road improvement. During the DMS, about 64 families belonging to IP communities have offered their consent and expressed willingness for land donation.

31. The socio-economic condition of the affected indigenous people showed that none of the households lies in BPL category¹¹ whereas the average annual income of the indigenous people people/ year/person stood around 69,676 which is slightly higher than the average annual income of the affected people (NPR. 67,750). Similarly, 35 out of the 64 indigenous people family's livelihood depends on agriculture whereas 7 families rely on foreign employment. While rest 23 families depends on pension, trade/business, labor and service. Among IPs, the survey confirmed that none of the household belong to marginalized group categorized by Nepal Federation of Indigenous Nationalities (NEFIN). These IP HHs are not economically and/or socially vulnerable (i.e. having PWD member, WHH, and other vulnerability criteria).

32. The project will not directly or indirectly will affect indigenous people's dignity, human rights, livelihood systems, or culture nor affect their territories or natural and cultural resources indigenous peoples own, use, occupy, or claim, as their ancestral domain. The project or its consequence will not impoverish any indigenous people or their families. There is not any noted anticipation of getting worse conditions of indigenous people by the project intervention. The general population including the janajatis/indigenous peoples will benefit from improved

¹¹ As per Nepal Living Standards Survey 2010-2011, below poverty line (BPL) income threshold is NRs19,262/ person/year. On adjusting for inflation, this is estimated at NRs 48,604.50 per person per year for 2022-2023 or NRs 4050.33 per person per month. (<https://nsonepal.gov.np/>)

municipal infrastructures. Impacts to IP households will only be limited to minor/partial structure loss (involuntary resettlement impact) which will be addressed through the entitlement matrix. No impacts to IPs as a group are anticipated. The IP communities of project area has been consuming transport facility since last two decade or more, improvement of the road does not cause significant impact in the cultural practice, livelihood strategy and economic activities of those communities. The enhanced transport facility will just facilitate their existing economic activities with all-weather access and reduced travel/freight time. Additionally, the indigenous peoples will be provided skill development training for their enhanced agro-based livelihood.

33. The PIU will ensure to provide continued access of the daily activities such as access going to schools, markets, hospitals of the affected indigenous peoples. The project staff will heighten the dissemination of project information and conduct of meaningful consultations particularly with the indigenous peoples to ensure that the maximum benefits of the project and that they fully understand their entitlements under this RIPP. No civil works will be allowed in sections of impacts until land is cleared by the landowners and third-party certification has been issued by the independent third-party documenting the voluntary land donation process.

34. **Specific Action Plan for Benefit Enhancement of Indigenous Peoples.** The project components will be undertaken in a culturally appropriate manner, taking into account the specific preferences and concerns of the indigenous peoples. Issues and concerns of the indigenous peoples will be addressed through the specific benefit enhancement plan. Any issue raised from indigenous peoples will be addressed through the project grievance redress mechanism. Any abrupt issues related to indigenous peoples will be recorded and solved through such pre-defined mechanisms. The Social and GESI consultant mobilized under Design and Supervision Consultant at PIU will ensure meaningful participation of the indigenous peoples in the project implementation and report gender-disaggregated information as per GESI action plan. IPs will be consulted throughout the entire project cycle, and their comments and recommendations will be recorded and will be considered. The dedicated Social Safeguard Specialist from Project Coordination Office together with Institutional Strengthening and Community Participation Consultant (ISCP) will support the PIU and field level staff to monitor the implementation of benefit enhancement plan and ensure their participation including disaggregated reporting.

35. To enhance project benefits to indigenous peoples, ensure culturally appropriate project implementation, address any potential safeguards issues and ensure inclusion, a specific action plan for indigenous peoples is proposed for this project. The action plan will carry out the following specific activities: (i) a baseline survey¹² will be conducted to enable tracking of benefits to indigenous peoples within the project influence area; (ii) proposed benefits (e.g. access to roads) to indigenous peoples will be shared and monitored; (iii) IEC materials, information sharing, consultations and other activities stated in the CAPP will be culturally sensitive and appropriate when implemented; (iv) GRC has designated indigenous peoples representatives, if required. GRC will also ensure that grievance redress established is gender inclusive in receiving and facilitating resolution of the indigenous peoples concerns; (v) consultations with indigenous peoples will be conducted in all project stages which shall help in identifying any culture-specific requirements and traditions like avoidance of any specific festival

¹² Contractors, with the guidance of the PIU and DSC, will conduct information and dissemination campaigns across the project coverage area and will be responsible to ensure that indigenous peoples and localities are identified and included in the campaign. Data on exact number of indigenous peoples can be generated from the survey to be conducted by the project contractor prior to start of civil work. Cost for such activity is already included in the contract document for the project.

days, and/or other activities with cultural significance to the indigenous peoples during civil work; and any other indigenous peoples related issues and concerns that may be of importance to the community. An end-line sample survey will be conducted to document the views of indigenous peoples households about project benefits¹³. Such survey is in line with project internal monitoring. The proposed action plan with activities, timelines and responsibilities is presented in Appendix 5. This action plan will be used for project monitoring to ensure that indigenous peoples activities are undertaken on a timely basis and reported semi-annually and to determine whether project objectives have been achieved.

¹³ Contractors will conduct information and dissemination campaigns across the project coverage area and will be responsible to ensure that indigenous peoples households and localities are identified and included in the campaign. Data on exact number of indigenous peoples can be generated from the survey to be conducted by the project contractor prior to start of civil work. Cost for such activity is already included in the contract document for the project.

IV. CONSULTATION, PARTICIPATION AND DISCLOSURE

A. Field-level Consultation

36. Before the transect walk, meetings and discussions were conducted in each ward and settlements of the proposed road alignments. The local road users, local elected members landowners and all stakeholders participated in the meeting. In the meeting, the project design, road standards, land donation process, policies and procedures were discussed by the project consultants and representatives.

37. The detailed project report (DPR) preparation consultants team conducted transect walks from December 2023 to April 2024. The team conducted 3 meetings as part of the detailed measurement survey, information dissemination and socioeconomic and loss assessment survey. The land donors, municipality representatives, and other project beneficiaries participated in the transect walk, detailed measurement survey and consultation meetings. A letter was also sent to local municipality requesting their support during the process. Transact walk covered the proposed urban roads (12.257 km.) proposed for improvement. The consultation meetings were conducted in each ward and settlements. A total of 88 persons attended the meetings of which 11 (21.59%) were female. Additional consultations will be conducted and will be continued throughout the project implementation. The minute of the meeting is in Appendix 2 and photographs of consultation meetings is presented in Appendix 3. The consultation summary is presented in Table 9.¹⁴

Table 9: Summary of Consultation Meetings

S.N o.	Location	Date	Male	Female	Total	Highlights of the Consultations/Key Topics Discussed/Issues and Concerns of IP
1	Ward-13, Lumbini Sanskritik Municipality	20/1/2023	24	2	26	<ul style="list-style-type: none"> Local employment should be ensured during construction. Project responded that employment opportunities will be given to the local workers, if interested. Women are also encouraged to join/participate. Construction works should be started as earlier possible Landdonors have expressed willingness to donate narrow strip of lands as they will also be benefiting from the project, and ready to provide land donation papers/NoCs

¹⁴ One-to-one and small group meetings were conducted in 2024; however, consultations minutes are not readily available. This will be attached in the next due SSMRs.

S.N o.	Location	Date	Male	Female	Total	Highlights of the Consultations/Key Topics Discussed/Issues and Concerns of IP
						<ul style="list-style-type: none"> • Life skill training
2	Ward-10, Lumbini Sanskritik Municipality	27/3/2023	15	7	22	<ul style="list-style-type: none"> • All the participants were highly positive toward the ADB funded WUC and expressed their willingness to provide required land area within the declared ROW for all the proposed roads. • Land donors have expressed their willingness to donate land, and ready to provide NOCs.
3	Ward-10, Lumbini Sanskritik Municipality	15/10/2023	7	2	9	<ul style="list-style-type: none"> • The consultation meeting expressed that there will not be any severe impacts upon dalits, backward people and indigenous nationalities with its implementation. <p>The additional land requirements was discussed due to road and drainage improvement. Concerned land donors shared that they are willing to donate portion of the lands and do not have objection with the project.</p>
4	Municipal Office, PIU	February 2024/05 May 2024	11	6	17	<ul style="list-style-type: none"> • Shared overall scope of the project to municipal authorities • Design options will be explored to avoid/mitigate/reduce the IR impacts • All the participants were highly positive toward the ADB funded WUC and expressed their support and cooperation to the project. • Project requirements were discussed like
5	Municipal Office, PIU	14/03/2024	5	2	7	

S.N o.	Location	Date	Male	Female	Total	Highlights of the Consultations/Key Topics Discussed/Issues and Concerns of IP
						safeguards, GRM, required lands for road improvement <ul style="list-style-type: none"> Explained the documents requirements for safeguards.
6	Selected Wards	25/10/2024	7	0	7	<p>One-one-one consultations were conducted with project beneficiaries living along the proposed road section. They were informed about the project and the components proposed for. The municipality under URLIP. Residents expressed support to the project and is more than willing to cooperate.</p> <p>The additional land requirements was discussed due to road and drainage improvement. Concerned land donors shared that they are willing to donate portion of the lands and do not have objection with the project.</p>
	Total		69 (78.41 %)	19 (21.59 %)	88	

38. Likely affected land donors and project beneficiaries raised concern and suggested to include following in the project design during consultation:

- (i) Public utilities such as electricity poles, telephone poles, if require shifting shall be relocated prior to civil works for uninterrupted service.
- (ii) Road construction should be started at the earliest.
- (iii) Local labor and local materials should be utilized as much as possible.
- (iv) Drains of appropriate size should be constructed for quick discharge of rainwater.
- (v) Women should be encouraged to participate in construction work without any discrimination in the wages.

39. During planning stage of the project, the IA representatives including local community were involved in finalization of the alignment, transect walk, identification of the affected assets, landdonors, household survey and collection of consent letter for voluntary land donation.

Community consultation started from the very beginning of the project and will continue till the completion of the project.

40. The key stakeholders to be consulted at various stages during subproject preparation, RIPP implementation, and program implementation includes:

- (i) Land owners/donors
- (ii) Project beneficiaries
- (iii) Elected representatives, community leaders, and representatives of community-based organizations
- (iv) Local government and relevant government agency representatives; and
- (v) Project staff of DUDBC, PCO staff member and SDC.

41. Continuing involvement of those affected by projects is necessary in the resettlement process. The PIU will ensure that affected persons and other stakeholders are informed and consulted about the subproject, its impact, their entitlements, and options, and allowed to participate actively in the development of the subproject. This will be done particularly in the case of vulnerable affected persons, who will be encouraged to choose options that entail the lowest risk. This exercise will be conducted throughout the subproject—during preparation, implementation, and monitoring of results and impacts. PIU through monitoring support will ensure that stakeholder consultation, participation and information disclosure activities are carried out in the project area throughout the project cycle.

42. The SDC and PIU will continue consultations, information dissemination, and disclosure. RP will be made available in the PIU offices. ADB review and approval of the RIPP is required prior to the awarding of civil works contracts. The consultation process will be carried out throughout the entire project cycle. Photographs showing field level consultation and proposed urban roads is presented in Appendix 4.

B. Information Disclosure

43. A Nepali version of a summary RIPP will be prepared for the benefit of the community, with a copy to be maintained by the PIU and made available to the public. The full RIPP will be made available in the PIU office. A copy of the RIPP (draft and final) will be disclosed in ADB's and DUDBC's website. Project information will be continually disseminated through disclosure of resettlement planning documents. The documents will contain information on compensation, entitlement, and resettlement management for the project, and will be made available in the local language and distributed.

44. Information will be disseminated to affected persons at various stages. In the project initiation phase, the Project Director supported by consultant team will be responsible to inform the community and the affected persons about the project along with the program information/details.

45. Information dissemination, through subproject specific leaflets and public announcements in local FM's and consultation will continue throughout project implementation. The project leaflets will be distributed to the affected communities for their information.

46. The SDC social safeguards personnel will be entrusted with the task of ensuring ongoing consultations and public awareness program during project implementation. This task will be carried out in coordination with the PIU, detailed design consultant, SDC and contractors to ensure the communities are made fully aware of project activities in all stages of construction.

47. An intensive information dissemination campaign for affected persons conducted by the PIU with assistance SDC at the outset of RIPP implementation. All the comments made by the affected persons documented in the subproject records and summarized in subproject monitoring reports. A summary of consultation and disclosure activities followed/to be followed for each subproject is in Table 10.

Table 10: Community Participation at various stage of Project preparation and Implementation

Project Stage	Activities	Responsible Person/Agency
PLANNING/PREPARATION STAGE		
Reconnaissance	Provide project information. Understand the purpose of the Project, nature of road improvement envisaged, and responsibility of the community in project preparation and implementation	Municipality/PIU, PCO and DPR Consultant
Transect Walk/Mapping of the Project Area	Announce the date, time and route of transect walk/project mapping Explain the objective of the transect walk and subsequent consultation Map the critical areas of the proposed alignment with the community people and listen to the issues and concerns raised; provide suggestions to be incorporated in the road design such as issues relating to drainage lines, irrigation water courses, road safety, etc. Identify the locations requiring additional land, resettlement impacts, environmentally sensitive areas, vulnerable groups of people, etc. Identify modifications to be made to the design.	Municipality/PIU, PCO and DPR Consultant
Consent Letter for Voluntary Land Donation	Undertake consultations with landowners who willingly volunteer to provide lands for the project through land donation Verification of the voluntary land donation process by an independent third-party	Municipality/PIU, PCO and DPR Consultant
Disclosure of cut-off-date	Disseminate/communicate the cut-off date to the community before the start of the survey.	Municipality/PIU, PCO
Census Survey of Affected Persons	Mobilize survey enumerators/ social mobilisers to obtain the socioeconomic information and profile of the affected persons/ households to identify (i) extent of impacts, (ii) vulnerability of affected persons, and (iii) support required. Survey enumerators gather data on socio-economic profiles of affected persons/ households. Obtain opinions and perspective of the individual households about the project	Municipality/PIU, PCO and DPR Consultant, affected persons and survey enumerators.
Stakeholders	Meetings at the community and/or	Municipality/PIU, PCO and Project

Project Stage	Activities	Responsible Person/Agency
Meeting	households level including affected persons (titleholders and non-titleholders) to obtain their ideas and opinions about the project.	Consultant, affected persons
RIPP Preparation	Formulating compensation measures and rehabilitation measures Conducting discussions/ meetings/workshops with all affected persons and other stakeholders Draft/Updated/Final RIPP will be made available in CDC and PCO office/ PIU office, to be translated in local language, Nepali	PCO and DPR Consultant with support from PIU,
IMPLEMENTATION		
Consultations	Awareness generation about the project activities Dissemination of project related technical and other information to representatives of all key stakeholders (at one platform), disclosure of summary of social safeguard documents in local languages, roles and responsibilities of stakeholders.	PIU, with the support of the SDC Key stakeholder agencies (community residents/project beneficiaries, affected persons, municipal officials)
Information Disclosure	Disclosure of construction schedule, potential temporary disturbances and GRM Updated/Final RIPP will be at the PCO office/ PIU office, to be translated in local language, Nepali	PIU, with the support of the SDC
Facilitation in civil works	Constant coordination and information to the road users during construction Establish and implement the project grievance redressal mechanism to resolve the grievances of local people	PIU/SDC/ contractor

V. GRIEVANCE REDRESS MECHANISM

A. Common Grievance Redress Mechanism

48. A project-specific grievance redress mechanism (GRM) has been established to receive, evaluate, and facilitate resolution of affected persons' concerns, complaints, and grievances related to social, environmental, and other concerns on the project. The GRM will ensure greater accountability of the project authorities towards affected persons. The project adopts a three-tier GRM. Grievances may be routed through letters, emails, text messages (SMS), verbal narration, grievance box and registers. The GRM is not intended to bypass the government's own legal process, but to provide a time-bound and transparent mechanism to resolve such concerns that is readily accessible to all segments of the affected persons and community. All costs involved in resolving the complaints (meetings, consultations, communications, and reporting/information dissemination) will be borne by the project.

49. PIU will ensure local community meetings are held to notify users and affected persons about grievance redress mechanism of the project. Awareness of grievance redress procedures will be created through the public awareness campaign, with the help of print and electronic media and radio. The key functions of the GRC are to (i) provide support for affected persons or any aggrieved party to lodge their complaints; (ii) record the complaints; (iii) facilitate grievance resolution in consultation with affected persons and concerned authorities; (iv) report to the aggrieved parties about the decision/solution; and (v) forward the unresolved cases to higher levels.

50. Grievance redress committees (GRCs) will be formed at three levels viz. project level, PIU level and field level as discussed below:

51. **First Level GRC (Field/Ward-Level):** The contractors, PIU safeguards personnel can immediately resolve issues on-site in consultation with each other with the support the designated municipal ward chairperson and will be required to do so within seven days of receipt of a complaint/grievance. In addition, contractors will place complaint boxes at prominent places viz. public places, contractor camp site etc. where local community members can put their complaints/grievances and contractor's personnel should be in charge to collect and process the complaints/grievances as necessary. The PIU safeguards personnel, SDC safeguards consultants and contractor can immediately resolve the complaint on site. If the grievance remains unresolved within the stipulated time, the matter will be referred to the next GRC level.

52. The field/ward-level GRC will comprise of the following:

- (i) Ward Chairperson (Committee Chairperson)
- (ii) PIU Engineer
- (iii) Ward Member representing vulnerable community (one women and one *janjanati* representative, if required)
- (iv) Contractor's Representative
- (v) SDC Safeguards Specialist
- (vi) Ward Chairperson's secretary will act as complaint receiving office and provide secretarial services to GRC.

53. The ward-level GRC shall have at least one women member. For project-related grievances, representatives of affected persons, and community-based organizations will be

invited as observers during GRC meetings. In case of impact on indigenous peoples, the grievance team must have representation of the affected indigenous peoples, and or CSOs/NGOs working with the indigenous peoples' groups.

54. Second Level GRC (Municipality/PIU-Level): Any unresolved issues at ward level will be referred to the second level GRC chaired by Mayor/Deputy Mayor. The complainant will be notified by the ward-level GRC that the grievance is forwarded to the municipality (PIU) level. All evidence submitted while lodging the complaint by the affected will also be forwarded. After proper examination and verification of the grievances, the committee will facilitate affected persons, and concerned parties to agree on a time-bound action plan to resolve the grievance if found to be valid. The GRC at this level will have to respond to its decision within 14 days of receipt of complaint from first level. The second level GRC will comprise the following:

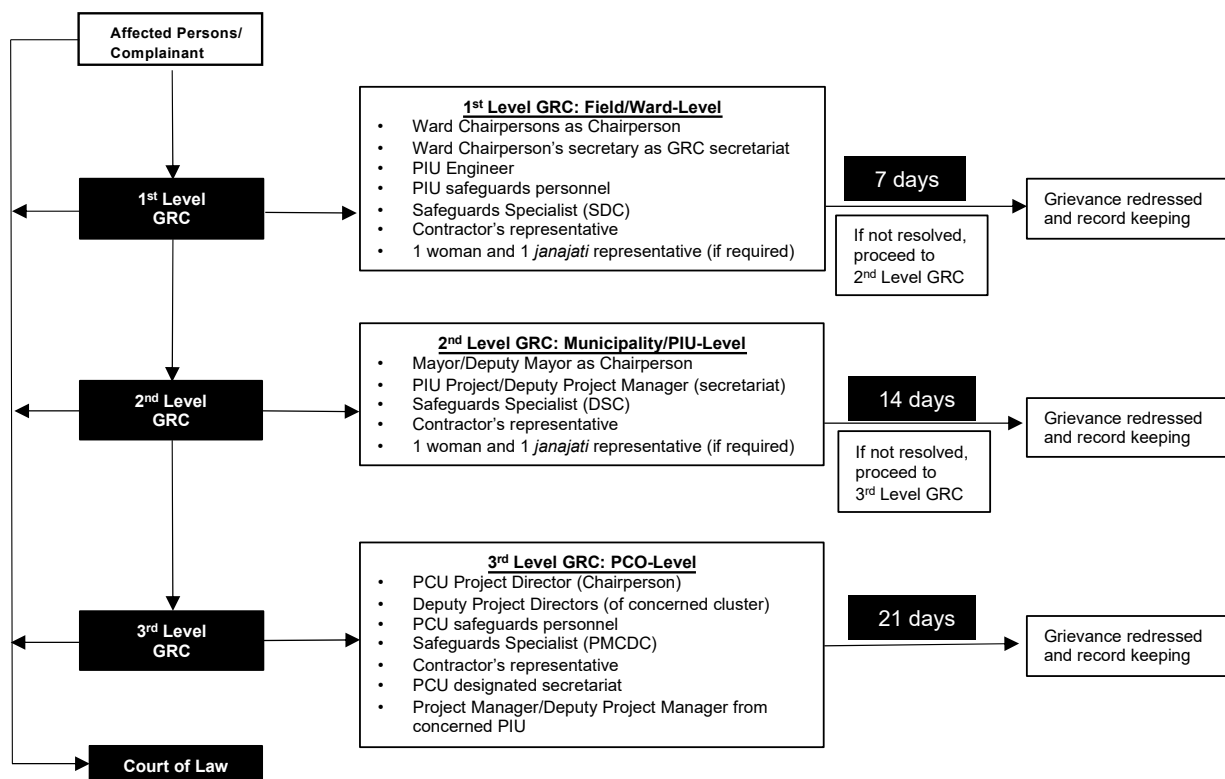
- (i) Mayor/Deputy Mayor (Committee Chairperson)
- (ii) PIU safeguard personnel
- (iii) SDC social/environment specialist
- (iv) Contractor's representative
- (v) Ward member representing vulnerable community (one women and one *janjanati* representative, if required)
- (vi) Project manager of the PIU will act as a secretariat.

55. Third Level GRC (PCO-Level): If the grievance remains unresolved within the stipulated time, the matter will be referred to the PCO level. The PIU safeguards team will refer any unresolved or major issues to the PCO-level GRC. The PCO-level will comprise the following:

- (i) Project Director (Committee Chairperson)
- (ii) Deputy Project Directors
- (iii) PCO Safeguards Personnel
- (iv) Safeguards Specialist
- (v) Contractor's Representative
- (vi) Project Manager/Deputy Project Manager from concerned PIU/municipality
- (vii) PCO-designated personnel who will act as secretariat.

56. The grievance redress process is represented in Figure 2.

Figure 2: Grievance Redress Process (URLIP)



57. **Record-keeping:** The PIU/PCO/ DSC will keep records of 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. All complaints should be signed with complete information on name, contact address, phone number if any so that the person can be contacted when required. A sample template is provided in Appendix 8. An acknowledgement to the effect that the complaint has been received by the coordinator's office should be promptly sent to the complaints. All complaints received should be first registered, categorized and prioritized. They should be analyzed and assessed the concerns raised by the affected parties and have discussion and consultation with them. Records of all such proceedings should be maintained, for future reference, and the attendance of all participants with their signature, in particular the complaints and affected groups should be recorded. The number of grievances recorded and resolved, and the outcomes will be displayed/disclosed in the PCO, PIU offices, and on the web, as well as reported in monitoring reports submitted to ADB on a semi-annual basis.

58. **Periodic review and documentation of lessons learned.** The PCO safeguards personnel will periodically review the functioning of the GRM in each municipality and record information on the effectiveness of the mechanism, especially on the project's ability to prevent and address grievances.

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

60. **Country Legal System and ADB's Accountability Mechanism:** Despite the project GRM, an aggrieved person shall have access to the country's legal system at any stage and accessing the country's legal system can run parallel to accessing the GRM and is not dependent on the negative outcome of the GRM. In the event that the established GRM is not in a position to resolve the issue, 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 Nepal Resident Mission (NRM) ¹⁵. Before submitting a complaint to the Accountability Mechanism, it is necessary that an affected person makes a good faith effort to solve the problem by working with the concerned ADB operations department and/or NRM. 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.

¹⁵ ADB. Accountability Mechanism. <https://www.adb.org/who-we-are/accountability-mechanism/main>

VI. POLICY AND LEGAL FRAMEWORK

62. The policy, legal framework, resettlement principles and entitlements in the RPPs are guided by the ADB's safeguard policy statement (SPS), 2009 and government of Nepal's (GoN) acts, laws and regulation. The objective of the review of legislative provision is to understand existing policies that are applicable for the implementation of the project. An overview of applicable acts and policies is presented in the following paragraphs.

1. Land Acquisition and Involuntary Resettlement

A. Government of Nepal Policies on Land Acquisition and Resettlement

63. **Constitution of Nepal:** The Constitution of Nepal (2015), Article 25 (1) guarantees the fundamental right of a citizen; right to acquire, own, sell and dispose of the property. Article 25 of the Constitution 2072 (2015), Right to Property, states that "(1) Every citizen shall, subject to the laws in force, have the right to acquire, own, sell, dispose, acquire business profits from, and otherwise deal with property. (2) The State shall not, except for public interest, requisition, acquire or otherwise create any encumbrance on property of a person provided that this clause shall not be applicable on property acquired through illegal means. (3) The basis of compensation to be provided and procedures to be followed in the requisition by the State of property of any person for public interest in accordance with clause (2) shall be as provided for in the Act.

64. **The Land Acquisition Act 1977:** The Land Acquisition Act, 2034 (1977) is the core legal document to guide the process of land acquisition and relocation in Nepal. The clause 3 of the Act states that "Government of Nepal may, if it so deems necessary, acquire any land at any place for any public purposes, subject to compensation under this Act." Also clause 4 of the Act states that, institutions seeking land acquisition may request the Government to acquire land subject to the payment of compensation and all other expenses by such institutions. Clause 13 states that the compensation payable shall be paid in cash, the amount to be paid shall be determined by the committee comprises Chief district officer (CDO), concerned Project Manager or Officer assigned by CDO and representative from District Coordination Committee (DCC.) Similarly, clause 14 states that in case any person whose land is wholly acquired under this Act wants to obtain compensation in the form of land elsewhere, Government of Nepal may, in exchange for such land, allot him/her any waste land, or land belonging to itself, or any other land which it is going to allot or sell in accordance with prevailing Nepal law, if available. Clause 27 of the Act provides for land acquisition through mutual agreement between a plot owner and a government department or agency. The EA should not require to follow all above procedure while activating clause 27.

65. **Land Reform Act, 2021 (1964):** Another key legislation in Nepal related to land acquisition is the Land Reform Act (LRA) 2021BS (1964). This act establishes the tiller's right to the land, which he/she is tilling. The LRA additionally specifies the compensation entitlements of registered tenants on land sold by the owner or acquired for development process. The most recent Act Amendment (2001) established a rule that in case the state acquires land under tenancy, the legally established tenant and the landlord will each be entitled to 50% of the total compensation amount. Land acquisition must also comply with the provisions of the Guthi Corporation Act, 2033 (1976). Section 42 of the Land Reform Act states that Guthi (religious/trust) land required for the development work must be replaced with another land (rather than compensated in cash).

66. **Land Revenue Act 2034 (1978):** The land Revenue Act 2034 (1978) comes into force in registration, transmission, Dakhil Kharej and striking out the record of the land acquired for development projects (i.e., public interest). Article 8 of this Act states that registration, ownership transfer, termination of ownership right and maintenance of land records are done by the local Land Revenue Office. Likewise, article 16 states that if the concerned owner did not pay land revenue for long period of time the government can collect revenue through auction off the concerned parcel.

67. **Land Use Policy:** Land Use Policy is a policy document relating to limits and protection of land and land resources, optimum use and effective management thereto. Legal and institutional management for land and land resources and protection, use and management thereon are done under this policy. This policy shall bring about benefits of using land and land resources by creating a situation of distributing lands in a just manner. The need of this policy is to ascertain of environment-friendly construction-works by making optimum use of land and land resources in keeping with a balance between the environment and development, to develop a hygienic, beautiful, well-facilitated and safe human settlement; to enhance a planned and sustainable urbanization of the country, and to achieve sustainable and inclusive socio-economic development. The vision of this policy is to make optimum use of available land and land resources in pursuit of sustainable social, economic and ecological developments and prosperity of the country as well.

68. **Forest Act, 2019 (2076 BS):** The Forest Act (2019) aims at conservation and management of forest resources in Nepal through various management modalities including 'government-managed forests', 'community forests', 'collaborative forests', 'leasehold forests', 'religious forests', 'private forests', 'agro-forests', 'urban forests' and 'public land forests'.

69. **National Forest Policy, 2019 (2075 BS):** The National Forest Policy (2019) is the umbrella policy and guiding document for managing forest, biodiversity, protected areas and watersheds. It aims at proper protection, conservation and utilization of forest, wildlife, medicinal plants and water resources for the ecological balance and uplift the livelihood of poor people. The long-term objectives of this policy are to meet peoples' basic needs for fuel wood, timber, fodder and other forest products on sustained yield basis, to protect land against degradation; and to conserve the ecosystems and genetic resources. The project implementation should not undermine these objectives at any cost.

70. It stresses the conservation of biodiversity, ecosystem and protection of land degradation by soil erosion, landslide, floods desertification and other ecological disturbances. The public participation in forest management is sought through community forestry, collaborative forest management, leasehold forestry etc. Mitigation measures such as plantation, Non-timber forest products (NTFP) program and other social and community support program proposed by the project will be implemented by mobilizing local people which is in line with the Forest Sector Policy. This policy is important and related to the implementation of the proposed project in sustainable way.

71. **Land Acquisition, Resettlement and Rehabilitation Policy for Infrastructure Development 2071 (2015):** The Policy on Land Acquisition, Resettlement and Rehabilitation for Infrastructure Development has been approved by the GoN, which clearly states the need to conduct an economic and social impact assessment (SIA) of the development project, which was not a requirement under the LAA 1977. The assessment categorized the projects as high, medium, and low-risk. The act provisioned for the project affected families to be entitled to compensation if works affect livelihoods. The main goal of this policy is to improve social and

economic status of project affected families by providing fair and adequate compensation, appropriate resettlement and rehabilitation assistances. Its main objective is to create conducive environment for timely completion of the project by simplifying land acquisition, valuation, compensation, and resettlement and rehabilitation process. This policy asks to carry out meaningful consultation with affected persons and vulnerable groups and provide compensation on time based on current market value. The policy mentions the four approaches for land acquisition: Voluntary donation, direct negotiation, Land development program and Expropriation.

72. The policy added all expenses related to land acquisition, compensation and the implementation of resettlement and rehabilitation plans that should be considered as project cost and interest should be paid on compensation amount depending on the days it took to release funds to those affected by the project. The interest calculation begins from the day a formal decision was taken to operate the project, says the policy. Those not satisfied with land acquisition, resettlement and rehabilitation processes can lodge complaints at a body formed at the project office and complaint hearing offices at district and regional levels. If verdict issued by the regional level complaint hearing office is also deemed unsatisfactory, the person can knock on the doors of appellate court.

B. Other Policies and Process Steps Applicable to this Project

73. **Local Government Operation Act, 2017:** The new act promulgated in 2017 for the operation of local government have superseded all previous acts regarding local governance in line with state restructuring of Nepal. The local government as Municipalities and Rural Municipalities has definite roles and rights in public land conservation and ownership as depicted in Clause 11 (g). Clause 11 (n-4) articulates the roles of local government in facilitation of land acquisition, compensation determination and distribution for public purposes. Similarly, the sub clause (n-5 and 6) articulates the roles of local government in facilitation and coordination for determination of land ownership and cadastral mapping. Another role in land ownership certificate distribution is also defined in these sub clauses.

74. Based on these authorities provided under LGOA 2017, the local governments across the country are providing public land for the construction/development of hospitals schools and other public utilities like drinking water, irrigation, road etc. Considering the positive impacts to and welfare of the entire society, disturbance on development/construction activities by local communities has not appeared and the decision process seems largely been accepted by all.

75. While reviewing the concurrent policies regarding the use of government land other than LGOA 2017, all state entities including the LGs requires to follow the process to obtain the right to use of public land for the development activities as defined under The working policy on Registration, Use, and Leasing of Government Land, 2079 (2022) (<https://molcpa.gov.np/department/page/527>).

76. **The working policy on Registration, Use, and Leasing of Government Land (WPRULGL), 2079 (2022):** The policy has provision to register all unregistered government lands in the name of the Government of Nepal. Such lands include all the lands used by the Government of Nepal, provincial governments or local levels and their entities, but which have yet to be registered (**clause-3 (2 & 3)**).

77. **Clause-3 (4)** declares that if any level of government request for the use of the untitled land for specific purpose, it shall first be registered in the name of the Government of Nepal. The right to use will be granted only after completing the registration process.

78. **Cause 4** of the working policy has defined the process for obtaining the permission for the right to use of government land. According to the working policy, the local government shall follow the following process to acquire the land for any purposes.

- (i) **Step-1:** The local government wishing to use the public land (Ailani/unregistered) shall apply to the District Land Revenue Office through the Ministry of Federal Affairs & General Administration with the decision of Municipal Executive committee.
- (ii) **Step-2:** Land Reform and Land Revenue office shall have to review the legal status of land and conduct an onsite investigation to ascertain that providing such land will not affect the life of the public and places of historical, archaeological, religious, and cultural significance and submit report to "Recommendation Committee" formed as per clause 10 of the working policy.
- (iii) **Step-3:** The recommendation committee reviews the report and shall conduct an inquiry to ascertain the appropriateness of the report received from the District Land Revenue Office (step-2 process) and submit to Department of Land Management and Archive (DLMA) with its opinion.
- (iv) **Step-4:** The DLMA shall review the documents received from recommendation committee, commission field investigation, if deemed necessary and forward report to Ministry of Land Management, Cooperatives and Poverty alleviation with opinion.
- (v) **Step-5:** The ministry shall review the documents and opinions received from DLMA and provide land use authority to entities concerning to federal government. If the land use proposal is related with provincial or local government, the Ministry than submit the request to Council of Ministries for approval.
- (vi) **Step-6:** With the opinion of Ministry, the land use proposal will have to be tabled to the council of Ministries for final approval after enquiry.
- (vii) **Step-7:** The approved decision of the use of land shall have to pass through the Ministry-Department to concerned land reform/revenue office.
- (viii) **Step-8:** The Land revenue office has to provide land use certificate in a prescribed format as annexed in the Working Policy

79. Similarly, **clause 5** of the policy defined the process steps for accepting voluntary land donation by individuals.

C. ADB's SPS (2009), Involuntary Resettlement Safeguards

80. ADB Safeguard Policy Statement (SPS) in 2009 includes safeguard requirements for environment, involuntary resettlement and indigenous people. The objective of the policy is (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.

81. The safeguard policy involves a structured process of impact assessment, planning, and mitigation to address the adverse effects of projects throughout the project cycle. The involuntary resettlement safeguards cover 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 them whether such losses and involuntary restrictions are full or partial, permanent or temporary. The safeguard policies require that (i) impacts are identified and assessed early in the project cycle; (ii) plans to avoid, minimize, mitigate, or compensate for the potential adverse impacts are developed and implemented; and (iii) affected people are informed and consulted during project preparation and implementation. The implementation processes follow the sequence: (i) screening and scoping of the main issues start as soon as potential projects for ADB financing are identified and continue throughout the project cycle; (ii) impacts are assessed, safeguard plans summarizing mitigation measures, monitoring program, and institutional arrangements are prepared, and arrangements are made to integrate safeguards into project design and implementation; (iii) affected people are consulted during project preparation and implementation and information is disclosed in a form, manner, and language accessible to them; and (iv) safeguard plans are disclosed to the general public and the information is updated at various stages in the project cycle.

82. **Procedure for Providing Forest Areas for Other Purposes 2063 (2007):** Based on the procedure's guidelines, the following steps and procedures are recommended to acquire community forest lands for project activities. The current situation is as follows:

Table 11: Process Guidelines for Acquiring the Forest Land for other purpose

Steps	Procedures/Activities	Responsibility	Current Status
1 st	Start official correspondence and consultations with the concerned community forestry user group (CFUGs) to get consent of the communities	Municipality	Municipality started to correspond and consultation with CFUG
2 nd	Identify and demarcate of the community forest lands (Area) required for the projects	Municipality/Project in presence of CFUG	Municipality started to correspond and consultation with CFUG
3 rd	Document the details of forests conducting inventory of the proposed forest areas	Municipality/Project in presence of CFUG	
4 th	Get official approval from CFUG executive committee as well as General Assembly Apply to Department of Forest (DOF) get consent from District Forest Office (DFO) attaching all supporting documents (justification of projects showing no other options available, approval letter of CFUG, inventory report etc.)	CFUG with facilitation by Municipality/Project Municipality/Project & CFUG	Progress depends on step 2 nd above.

Steps	Procedures/Activities	Responsibility	Current Status
	Get recommendation letter from National Planning Commission (NPC) confirming that the proposed URLIP projects are of national priority	PCU/PD and Municipalities	
5 th	If 4 th step results positive outcomes, immediately start commissioning EIA/ or IEE studies (as per the requirements of schedule 1 and 2 of Environment Protection Rules 2054 whichever applicable for URLIP to prepare EIA/IEE study report	PIU/ /Project	
6 th	Submit an application to Ministry of Forest and Environment (MoFE) through DOF for getting cabinet approval attaching all supporting documents resulted from Steps 4 and	PIU /Project	
7 th	Get cabinet approval, sign Forest lease agreement with concern authority as prescribed in Schedule-21, preparing a Forest Lease format prescribed in Schedule - 19 and paying the annual fee mentioned in Schedule – 20 of the Forest Rules (2051)	PD/PCU/Municipality	
8 th	Start project constructions	Municipality /Project	

D. Procedures for Voluntary Land Donation and/or Negotiated Settlement

83. **Voluntary Land Donation:** Voluntary donation of land may be accepted by the project. Land donation only be considered if donated land will not (i) bring any significant impact/impoverishment to the donor(s) and/or tenants/laborers/informal users; (ii) the donation does not come from the land owner categorized as poor or vulnerable; (iii) the donation will not cause any economic or physical displacement (to legal titleholders and/or formal or informal land users); (iv) the land donor(s) will get direct benefits from the proposed project activities; (v) meaningful consultations are conducted with the land owner(s) and any non-titled affected persons; and (vi) the land donation(s) does not come from coercion or asymmetrical power relation between the land owner(s) and the government. The third-party assessment ensure that the land donation process has been undertaken in an atmosphere free of coercion, either from the government or from the community who would benefit from the project, and any losses that are agreed upon through verbal and written record by affected people are replaced. Due diligence for cases of voluntary donation, based on consultations and third-party certification has confirmed this. The project will also provide both options – donation and payment of market

price, for a transparent process. Community consultations undertaken for sample subprojects indicate that the land donation process was free from coercion or intimidation. The steps were followed and measures taken for land donation according to ADB's SPS, Safeguard Requirement 2, are as follows:

- (i) **Step 1:** The project will the possibility of land donation from any interested person/community. The land requirement explained to the interested donor(s). ADB's SPS social safeguard requirements also be explained to the people willing to donate land. An independent third party engaged in the land donation process. The donated land must not (a) bring any significant impact/impoverishment to the donor(s) and/or displace tenants/laborers; (b) the donation does not come from the land owner categorized as poor or vulnerable family; (c) the donation will not cause any economical or physical displacement (legal or illegal); (d) the land donor(s) will get direct benefits from the proposed project activities; (e) meaningful consultations are conducted with the land owner(s); and (vi) the land donation(s) does not come from coercion or asymmetrical power relation between the land owner(s) and the government. This will be confirmed by the assessment undertaken by an independent third party, who will be engaged as indicated by the project.
- (ii) **Step 2:** After donation of land is decided by the donor(s), the project will initiate formalization of land donation by issuing a letter to the willing donor(s) with details of public purpose for which land is required and the donor(s) will reciprocate by responding to the intent of donation for the said specific purpose. Then the PIU with support of the PCU will take necessary legal steps to formalize the donation of land.
- (iii) **Step 3:** The Deed of Gift will be registered in the name of the receiving agency/department and all necessary fees, stamp duties will be borne by this agency/department. Henceforth, the land ownership and the land record will be revised /amended with record of rights showing the changed ownership¹⁶.

84. The entire land donation process will be verified and validated by an independent third party for all voluntary offer of land for the project. The above information must be included in a report to be prepared by the external third party, preferably from reputed and qualified agencies/non-government organization (NGO)/firms/individuals. The concerned PIU shall submit due diligence report to ADB for review and approval including information on impact assessment, voluntary donation process and report of independent third party.

85. **Negotiated Settlement Processes:** Negotiated settlement will offer an adequate and fair price for land and other assets. Also, in case of negotiated settlement, an independent external party will be engaged by the implementing agency to document the negotiation and settlement processes. The principles of the SPS with regard to meaningful consultation processes, mechanisms for calculating the replacement costs of land and other assets affected,

¹⁶ For land donors including indigenous peoples and other donors who are assessed not to be socially and/or economically vulnerable but choose to donate land due to the project's associated benefits, and after meeting the eligibility criteria outlined in paragraph 80, the project will be required to secure third-party certification and enter a formal legal agreement with the donors (followed by title transfer/ownership or no title/ownership transfer, depending on the donors' preference).

All NoCs need to be obtained prior contract award, and legal agreements related to the land donation need to be in place prior to start of construction.

and record-keeping requirements will be followed during the negotiated settlement. An external independent entity will supervise and document the consultation process and validate the process of negotiated settlement as per legal requirement. Verification will also be provided by the external party that no person (e.g., tenants/users of the land) will be impoverished and/or coercively displaced.

86. The steps proposed and measures to be taken by the municipality/PIU for negotiated settlement, in keeping with the basic principles in negotiated purchase clause in Land acquisition Act (LAA) of Government of Nepal and ADB's SPS (2009), Safeguard Requirement-2, are as follows:

- (i) **Step 1:** In case of additional land requires for the development/improvements of infrastructure under URLIP and could not be obtained through voluntary contribution, the PIU will initiate preliminary negotiation with the legal titleholders along the roadside. The PIU will also search for the land title and identify any legal or other critical issues associated with the proposed land parcel (such as, jointly owned land, land under legal dispute, land under trust etc.).
- (ii) **Step 2:** If legal title is clear and seller(s) is/are willing, a detailed measurement survey (DMS) survey of the land parcel proposed for negotiation will be conducted by government surveyor, assisted by PIU. The survey will cover detailed measurement of the land parcel and inventory and status/condition of all other assets on the land e.g. trees, structures, irrigation infrastructure, etc.
- (iii) **Step 3:** The current value of the land and structures or assets, if any based on the market price will be arrived at, through market survey. This process helps define the amount that can be offered to the landowner.
- (iv) **Step 4:** Negotiated settlement process will start between the willing landowners and other partners (in case of joint ownership) and the PIU s to arrive at a consensus. During negotiation, the requirements, the purpose for which the land is sought, provisions under Government of Nepal LAA 1977, WPRULGL and ADB policy will be explained to the landowner.
- (v) **Step 5:** If the negotiated price for sale of land is not accepted by the landowner(s) or fails to lead to an agreement, the PIU will adopt the involuntary land acquisition approach/route, which will trigger ADB safeguards Requirements 2 and will preparation/updating of resettlement and Indigenous Peoples plan.

E. Comparison Between GoN and ADB SPS on Involuntary Resettlement Requirements

87. The difference between the GoN's land acquisition policies and the principles laid down in ADB SPS, 2009 is compared in the Table below and the measures to bridge the gaps are discussed.

Table 12: Comparison between Government of Nepal Laws and ADB Safeguards Policies on Land Acquisition and Involuntary Resettlement

S. No.	ADB Safeguards Policy Statement (2009)	Government of Nepal Legal Framework (specifically, Land Acquisition Act, 1977)	Gaps Between Government of Nepal Legal Framework and ADB's Policies and Gap Filling Measures
1	Involuntary resettlement should be avoided wherever possible	Invoking eminent domain is only legally recognized when taking land for special needs of the State (Land Reform Acts 1964,	The project will aim at avoiding and minimizing LAR and replacement of lost assets and rehabilitation of livelihoods. If involuntary resettlement impacts cannot be avoided,

S. No.	ADB Safeguards Policy Statement (2009)	Government of Nepal Legal Framework (specifically, Land Acquisition Act, 1977)	Gaps Between Government of Nepal Legal Framework and ADB's Policies and Gap Filling Measures
		LAA 1977, Town Development Act 1998, Land Act 1997 and Local Self Governance Act (998). These acts/rules do apply for any project where the land is acquired involuntarily.	mitigation measures will be taken as per ADB SPS policy.
2	Minimize involuntary resettlement by exploring project and design alternatives	Not defined in the LAA and LAR	The resettlement planning documents defines the measures on how to minimize the involuntary resettlement through proper alternate engineering design and adequate consultation with stakeholders.
3	Conducting census of displaced persons and resettlement planning	The LAA spells out that physical inventory of assets and properties found on the land belonging to legal titleholders is prepared. No cut-off date is specifically mentioned in the LAA; the affected persons need to apply for compensation for buildings, trees, crops etc. within 15 days of being served notice for acquisition, if not satisfied with compensation offered or if he/she wants compensation for assets in addition to land.	The LAA does not define the census survey. It only reflects the inventory of losses (IOL) for titleholders, which is more in physical terms. The ADB policy spells out a detailed census through household surveys of displaced persons in order to assess the vulnerability and other entitlements. Resettlement planning documents will be prepared based on the data collected through conducting a census, a socio-economic survey for the displaced persons, and an inventory of losses.
4	Carry out meaningful consultation with displaced persons and ensure their participation in planning, implementation, and monitoring of resettlement program	Section 1 (6) of the LAA provides that whenever any property is needed or is likely to be needed for any public purpose or in the public interest, a notice is to be given at specified offices and house door/compound wall in the prescribed form and manner, stating that the property is proposed for acquisition.	<p>The LAA does not directly meet ADB's requirements. This section of the ordinance establishes an indirect form of public consultation. However, Local government Operation Act, 2017 Clause 11 (g) and Clause 11 (n-4) articulates the roles of local government in facilitation of land acquisition, compensation determination and distribution for public purpose. Similarly, the sub clause (n-5 and 6) articulates the roles of local government in facilitation and coordination for determination of land ownership and cadastral mapping. Other role in land ownership certificate distribution is also defined in these sub clauses.</p> <p>But it does not provide for public meetings and project disclosure, so stakeholders may not inform about the purpose of land acquisition, its proposed use, or compensation, entitlements, or special assistance measures. The resettlement planning documents for this project will be prepared following a consultation process which involves all stakeholders (affected persons, government department/line agencies, local community including indigenous peoples and women</p>

S. No.	ADB Safeguards Policy Statement (2009)	Government of Nepal Legal Framework (specifically, Land Acquisition Act, 1977)	Gaps Between Government of Nepal Legal Framework and ADB's Policies and Gap Filling Measures
			etc.), and the consultation will be a continuous process at all stages of the project development such as project formulation, feasibility study, design, implementation, and post-implementation, including the monitoring phase.
5	Establish grievance redress mechanism	Section 11 of LAA allows the landowner to file complaints / raise objections in writing within a time frame of 7 days plus time taken for travel from the date of publication of notice. Complaints are to be filed with the Ministry of Home Affairs, Government of Nepal through the local officer in charge of land acquisition.	The resettlement planning documents include an appropriate grievance redress mechanism to resolve complaints at project level. This includes formation of a grievance redress committee starting from the ward/field, municipality level and project level, and publication of the notice of hearings and the scope of proceedings.
6	Improve or at least restore the livelihoods of all displaced persons	The LAA does not address the issues related to income loss, livelihood, or loss of non-titleholders. It only deals with the compensation for loss of land, structures, buildings, crops and trees, etc. for the legal titleholders and for tenants with registered deeds.	The resettlement plans/RIPP for this project keep the provision for a census survey that will have the data on the loss of income and livelihood, and the same will be compensated as per the entitlement matrix for both physically and economically affected persons.
7	Land-based resettlement strategy	The LAA Section 14 provides for land for land compensation (if available), if the landowner loses his total land. In case of religious trust/ <i>Guthi</i> lands acquired, Section 42 of the Land Reform Act states that <i>Guthi</i> land required for development work must be replaced with another land (rather than compensated in cash).	Though this option may be a difficult proposition, given the lack of government land and the difficulties associated with the acquisition of private lands, the resettlement plans propose land-for-land compensation as its priority, if feasible. Attempt will be made to find alternate land for the loss of land, in case it is available and if it is feasible, looking at the concurrence of host community and land value.
8	All compensation should be based on the principle of replacement cost.	The LAA does not specify how compensation is to be determined. Section 13 states that the amount of compensation may be determined separately for persons whose land is wholly acquired and persons whose land is partially acquired.	The LAA differs from ADB policy in the valuation of land and prices of affected assets, where ADB prescribes the use of current market rates/replacement cost in the project area. The ordinance does not ensure replacement value or restoration of pre-project incomes of the affected persons. The resettlement planning documents shall address all these issues and spell out a mechanism to fix the replacement cost by having a valuation committee which will be responsible for deciding the replacement costs, whether such land acquisition is full or partial. Valuation of structures is based on current

S. No.	ADB Safeguards Policy Statement (2009)	Government of Nepal Legal Framework (specifically, Land Acquisition Act, 1977)	Gaps Between Government of Nepal Legal Framework and ADB's Policies and Gap Filling Measures
			market value, i.e. replacement cost of new construction of the structure without deduction of depreciation. Affected persons can be permitted to salvage materials.
9	Provide relocation assistance to displaced persons.	No mention of relocation assistance to affected persons in LAA, although Section 16 (b) states the losses suffered by the concerned person as a result of his having been required to shift the residence or the place of his/her business by reason of acquisition of the land should be taken into account for computation of compensation.	The resettlement plan(s) provide for the eligibility and entitlement for relocation of the affected persons, in the form of relocation assistance which includes shifting allowances, right to salvage materials, and additional transitional assistance for the loss of business and employment.
10	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 no land assets.	Only registered landowners and tenants can transfer their titles to other persons recognized under the Land Acts/regulations. Non-titled occupants of land as illegal possessors are not eligible to transfer the land occupied or receive compensation.	The LAA only takes into consideration the legal titleholders. The resettlement planning documents will ensure compensation and assistance to all affected persons, whether physically displaced or economically displaced, irrespective of their legal status, in compliance with the ADB SPS. Lack of formal legal title to land by any affected persons is not a bar to entitlements. Titled, legalizable and non-titled affected persons are eligible to receive different entitlements. Titled and legalizable affected persons are entitled to compensation and rehabilitation. Non-titled affected persons are eligible for entitlements such that they are no worse off than before the project. All affected persons are entitled to compensation at replacement cost of non-land assets. Affected persons without possession or ownership certificate but occupying land in areas designated for land allocation or possession can be recognized as legalizable and thus are eligible for fair compensation and rehabilitation entitlements under the SPS. Date of notification for land acquisition (as per the section 9 of the Land Acquisition Act, 1977) will be the cut-off date for titleholders. Similarly, for the non-titleholders, census survey date will be considered as the cut-off date.
11	Disclose the resettlement plan, including documentation of the consultation in an accessible place and a form and language understandable to affected persons and	The LAA does not specifically mention the disclosure of resettlement plan. The ordinance only ensures the initial notification or the acquisition of a particular property.	The project will ensure adherence to SPS requirement that the resettlement plan/RIPP, along with the necessary eligibility and entitlement, will be disclosed to the affected persons in the local language (Nepali) in the relevant project locations and concerned government offices, and the same resettlement plan/RIPP will also be disclosed on the executing agency's website and on the

S. No.	ADB Safeguards Policy Statement (2009)	Government of Nepal Legal Framework (specifically, Land Acquisition Act, 1977)	Gaps Between Government of Nepal Legal Framework and ADB's Policies and Gap Filling Measures
	other stakeholders.		website of ADB. The draft, final and revised resettlement plan/RIPP will be disclosed on project's and ADB's website.
12	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.	The LAA has a provision to include all the costs related to land acquisition and compensation of legal property and assets for legal titleholders. However, it does not take into account the cost related to other assistance and involuntary resettlement.	The LAA partially meets the requirement of ADB, as it only deals with the cost pertaining to land acquisition. The resettlement plan/RIPP provides eligibility to both titleholders and non-titleholders with compensation and various kinds of assistances as part of the resettlement packages, and the entire cost will be part of the project cost.
13	Pay compensation and provide other resettlement entitlements before physical or economic displacement.	The LAA has the provision that at least 50% or a reasonable amount of compensation will be paid prior to possession of the acquired land.	It shall be specified in the resettlement planning documents that all compensation and other entitlements are to be paid prior to physical and economic displacement and prior to contract award.
14	Monitor and assess resettlement outcomes, and their impacts on the standards of living of displaced persons.	This is not defined in the LAA	The LAA does not have provision on monitoring and assessment of resettlement outcomes. The resettlement planning documents will have a detailed provision for a monitoring system within the executing agency. The executing agency will be responsible for proper monitoring of resettlement plan implementation, and the monitoring reports will be submitted to ADB for review and disclosure.

2. Indigenous Peoples

F. GON policies for Indigenous Peoples

88. The GoN has recognized and defined indigenous groups in the "National Foundation for Development of Indigenous Nationalities (NFDIN) Act, 2002". The act established the National Foundation for Development of Indigenous Nationalities NFDIN.

89. Constitution of Nepal, 2015 recognizes the diversity of Nepalese peoples (Article 3) and defines the country as a secular, inclusive and democratic state (Article 4). It recognizes the right of each ethnic group to preserve and promote its language and cultural heritage, as well as to receive basic education in its mother tongue (Article 32). The constitution has provided right to employment in state structures on the basis of the principle of inclusion (Article 42). The constitution has clearly articulated the policies regarding the social justice and inclusion by means of making special arrangements for preserving and maintaining the traditional knowledge, skill, experience, culture and social practices of Adivasi and Janajatis and local communities (Article 51-J-8). In addition, the constitution has clear provision for the formulation of Adivasi and Janjati Commission, Tharu Commission for the upliftment of Adivasi and Janjati (Article 261 & 263).

90. National Federation for Development of Indigenous Nationalities (NFDIN) Act 2002 gives mandate (clause 6) for NFDIN to work for the overall development of the indigenous nationalities by formulating and implementing programs relating to the social, educational, economic and cultural development and advancement of the indigenous nationalities, and promotion of their languages, scripts, cultures, arts, histories traditional knowledge, skills, and technologies of indigenous nationalities. As per the clause 2 (a) of the Act, indigenous or ethnic groups are a tribe, community or ethnic group which have its own mother language and traditional rites and customs, distinct cultural identity, distinct social structure and written or unwritten history.

91. The GoN has signed the ILO convention 169 on Indigenous and Tribal Peoples and UN Declaration for the Rights of Indigenous Peoples (UNDRIP, 2007) 2007. Both UNDRIP and ILO 169 advocate for the human rights and fundamental freedoms of IPs. ILO Convention 169 is a legally binding international treaty. Following ILO 169, the GoN has identified 59 indigenous ethnic groups. All development projects are required to pay high attention to such groups during consultation and mitigation of potential project impacts on them.

G. ADB SPS (2009) on Indigenous Peoples Safeguards

92. The objective of ADB's SPS related to IPs is to design and implement projects in a way that fosters full respect for IPs' identity, dignity, human rights, livelihood systems, and cultural uniqueness as defined by the IPs themselves so that they can (i) receive culturally appropriate social and economic benefits, (ii) do not suffer adverse impacts as a result of projects, and (iii) can participate actively in projects that affect them.

93. The SPS states that the IPs safeguards are triggered if a project directly or indirectly affects the dignity, human rights, livelihood systems, or culture of IPs or affects the territories or natural or cultural resources that IPs own, use, occupy, or claim as an ancestral domain or asset. The term IPs is used in a generic sense to refer to a distinct, vulnerable, social and cultural group possessing the following characteristics in varying degrees: (i) self-identification as members of a distinct indigenous cultural group and recognition of this identity by others; (ii) collective attachment to geographically distinct habitats or ancestral territories in the project area and to the natural resources in these habitats and territories; (iii) customary cultural, economic, social, or political institutions that are separate from those of the dominant society and culture; and (iv) a distinct language, often different from the official language of the country or region. In considering these characteristics, national legislation, customary law, and any international conventions to which the country is a party should be taken into account. A group that has lost collective attachment to geographically distinct habitats or ancestral territories in the project area because of forced severance remains eligible for coverage under the SPS. Projects financed and/or administered by ADB are expected to observe the following policy principles related to IPs:

- (i) Screen early on to determine (i) whether IPs are present in, or have collective attachment to, the project area; and (ii) whether project impacts on IPs are likely.
- (ii) Undertake a culturally appropriate and gender-sensitive social impact assessment or use similar methods to assess potential project impacts, both positive and adverse, on IPs. Give full consideration to options the affected IPs prefer in relation to the provision of project benefits and the design of mitigation measures. Identify social and economic benefits for affected Indigenous Peoples that are culturally appropriate and gender and inter-generationally inclusive and develop measures to avoid, minimize, and/or mitigate adverse impacts on IPs.

- (iii) Undertake meaningful consultations with affected IPs Peoples communities and concerned IPs Peoples organizations to solicit their participation (i) in designing, implementing, and monitoring measures to avoid adverse impacts or, when avoidance is not possible, to minimize, mitigate, or compensate for such effects; and (ii) in tailoring project benefits for affected Indigenous Peoples communities in a culturally appropriate manner. To enhance IPs' active participation, projects affecting them should provide for culturally appropriate and gender inclusive capacity development. Establish a culturally appropriate and gender inclusive grievance mechanism to receive and facilitate resolution of the Indigenous Peoples' concerns.
- (iv) Ascertain the consent of affected IPs communities to the following project activities: (i) commercial development of the cultural resources and knowledge of Indigenous Peoples; (ii) physical displacement from traditional or customary lands; and (iii) commercial development of natural resources within customary lands under use that would impact the livelihoods or the cultural, ceremonial, or spiritual uses that define the identity and community of IPs. For the purposes of policy application, the consent of affected IPs communities refers to a collective expression by the affected IPs communities, through individuals and/or their recognized representatives, of broad community support for such project activities. Broad community support may exist even if some individuals or groups object to the project activities.
- (v) Avoid, to the maximum extent possible, any restricted access to and physical displacement from protected areas and natural resources. Where avoidance is not possible, ensure that the affected IPs communities participate in the design, implementation, and monitoring and evaluation of management arrangements for such areas and natural resources and that their benefits are equitably shared.
- (vi) Prepare an IPP that is based on the social impact assessment with the assistance of qualified and experienced experts and that draw on indigenous knowledge and participation by the affected Indigenous Peoples communities. The IPP includes a framework for continued consultation with the affected IPs communities during project implementation; specifies measures to ensure that IPs receive culturally appropriate benefits; identifies measures to avoid, minimize, mitigate, or compensate for any adverse project impacts; and includes culturally appropriate grievance procedures, monitoring and evaluation arrangements, and a budget and time-bound actions for implementing the planned measures.
- (vii) Disclose a draft IPP, including documentation of the consultation process and the results of the social impact assessment in a timely manner, before project appraisal, in an accessible place and in a form and language(s) understandable to affected Indigenous Peoples communities and other stakeholders. The final IPP and its updates should also be disclosed to the affected Indigenous Peoples communities and other stakeholders.
- (viii) Prepare an action plan for legal recognition of customary rights to lands and territories or ancestral domains when the project involves (i) activities that are contingent on establishing legally recognized rights to lands and territories that IPs have traditionally owned or customarily used or occupied, or (ii) involuntary acquisition of such lands.
- (ix) Monitor implementation of the IPP using qualified and experienced experts; adopt a participatory monitoring approach, wherever possible; and assess whether the IPP's objective and desired outcome have been achieved, taking

into account the baseline conditions and the results of IPP monitoring. Disclose monitoring reports.

H. Comparison Between Government of Nepal Policy on Indigenous Peoples and ADB SPS, 2009

94. A gap analysis of laws and policies of Government of Nepal and ADB SPS 2009 is undertaken and presented in the table below. Indigenous Peoples will be identified based on the definition of Indigenous Peoples by Government of Nepal in the NFDIN Act, 2002. Level of impact to Indigenous Peoples and process to be followed in case of adverse impacts to Indigenous Peoples, will be as per ADB SPS 2009. In case of any discrepancy between the policies of ADB and the government, ADB policy will prevail.

Table 13: Comparison of Government of Nepal and ADB Policy on Indigenous Peoples, Gap Analysis and Recommended Measures

ADB Safeguard Policy Statement 2009 Indigenous people Policy Principle	Government of Nepal Policy Provision for Indigenous Peoples	Gaps between Government of Nepal Law and ADB Safeguard Policy Statement Requirements	Gap Filling Measures
1. Project Screening: Screen early on to determine (i) whether IPs are present in, or have collective attachment to, the project area; and (ii) whether project impacts on IPs are likely.	Nepal recognizes the existence and the marginalized conditions of the indigenous nationalities. The Local Government Operation Act 2017 mandates that municipalities commit to the promotion, preservation, and protection of language, religion, culture of indigenous people.	Lack of specific guidelines pertaining to screening of project impacts on IPs	Project screening procedures are developed and included in project document. Training and capacity support program coupled with periodic refresher targeting to project stakeholder will regularly organized to internalize the IP issues solving mechanism in project implementation arrangement.
2. Social Assessment Undertake a culturally appropriate and gender-sensitive social impact assessment or use similar methods to assess potential project impacts, both positive and adverse, on IPs. Consider options for the affected IPs	Framework policies, prepared by development projects are guiding the social assessment: stand alone GON policy applicable to all development is not exist	Specific guidelines for social assessment are not ex existed	Social assessment will be undertaken following standard procedures (as defined by SPS), to identify different levels of impact on Indigenous Peoples. The IPPF or IPP will includes the process and area to be focused while designing SA.

ADB Safeguard Policy Statement 2009 Indigenous people Policy Principle	Government of Nepal Policy Provision for Indigenous Peoples	Gaps between Government of Nepal Law and ADB Safeguard Policy Statement Requirements	Gap Filling Measures
prefer in relation to the provision of project benefits and the design of mitigation measures. Identify social and economic benefits for affected Indigenous Peoples that are culturally appropriate and gender and inter-generationally inclusive and develop measures to avoid, minimize, and/or mitigate adverse impacts on IPs.			
3. Meaningful Consultation. Undertake meaningful consultations with affected IPs Peoples communities and concerned IPs Peoples organizations to solicit their participation (i) in designing, implementing, and monitoring measures to avoid adverse impacts or, when avoidance is not possible, to minimize, mitigate, or compensate for such effects; and (ii) in tailoring project benefits for affected Indigenous Peoples communities in a culturally appropriate manner. To enhance IPs'	Meaningful participation in the political, social, and administrative spheres will be ensured for the economically, socially, and geographically backward citizens through 'positive discrimination' and reservation. (15th Five-year plan) In states and districts in which several indigenous peoples live, the minority and marginalized indigenous peoples shall be ensured special representation in all decision-making levels, including at village, local, district and state	There is lack of regulation and guidelines for implementation of policy provision in practice.	Meaningful consultation will be carried throughout the project from the very beginning of project identification down to the monitoring of project results. Capacity of stakeholders on planning for impact mitigation will be developed for long term sustainability.

ADB Safeguard Policy Statement 2009 Indigenous people Policy Principle	Government of Nepal Policy Provision for Indigenous Peoples	Gaps between Government of Nepal Law and ADB Safeguard Policy Statement Requirements	Gap Filling Measures
active participation, projects affecting them should provide for culturally appropriate and gender inclusive capacity development. Establish a culturally appropriate and gender inclusive grievance mechanism to receive and facilitate resolution of the Indigenous Peoples' concerns.	levels. (Rights of Minorities and Marginalized Communities – constitution of Nepal):		
4. Broad Community Support: Ascertain the consent of affected IPs communities to the following project activities: (i) commercial development of the cultural resources and knowledge of Indigenous Peoples; (ii) physical displacement from traditional or customary lands; and (iii) commercial development of natural resources within customary lands under use that would impact the livelihoods or the cultural, ceremonial, or spiritual uses that define the identity and community of IPs. For the purposes of policy application, the	The ownership, occupation, possession and use of lands, territories and natural resources by indigenous peoples shall be protected through special measures that prevent land alienation and exploitation without the free, prior and informed consent of the legitimate representatives of the peoples concerned. (Right on Natural Resources, Economic Rights and Revenue Allocation Constitution of Nepal)	No specific regulations/guidelines to translate the constitutional guarantee	All possible options will be explored to address impacts to Indigenous Peoples through a meaningful consultative process, consent-seeking (broad community support) and culturally sensitive response.

ADB Safeguard Policy Statement 2009 Indigenous people Policy Principle	Government of Nepal Policy Provision for Indigenous Peoples	Gaps between Government of Nepal Law and ADB Safeguard Policy Statement Requirements	Gap Filling Measures
consent of affected IPs communities refers to a collective expression by the affected IPs communities, through individuals and/or their recognized representatives, of broad community support for such project activities. Broad community support may exist even if some individuals or groups object to the project activities			
5. Avoid Impacts: Avoid, to the maximum extent possible, any restricted access to and physical displacement from protected areas and natural resources or ensure that project benefit are equally shared.	Principally, the national policy and plans broadly speaks on the protection of IPs,	No formal mechanism to integrate protection measure in development projects, Local laws are silent (not specific) on assessment of differential impact and vulnerability	Based on the social assessment, multiple social, economic and project design/ technical alternatives and options will be explored to avoid or minimize adverse impacts to Indigenous Peoples, Possible measures will be explored for protection of Indigenous Peoples and their inclusion in project benefits, both direct and indirect through the stand-alone document (IPP) or incorporated into RIPP
6. IPP Preparation Prepare an IPP that is based on the social impact assessment with the assistance of qualified and experienced experts and that draw on indigenous knowledge and participation by the affected Indigenous Peoples communities. The	Project focused framework policies are guiding/ applicable to particular project only. Local self government Act 2017 includes the provision of GRC at municipal level.	The existing structure of GRC may lacking the representation of IP in GRC. The GRC may require specific expertise to handle the specific natured grievances	Indigenous Peoples Plans (IPP) will be prepared wherever ADB SPS safeguards on Indigenous Peoples are triggered. IPPs will explore possible options to avoid or mitigate adverse impacts to Indigenous Peoples. Capacity of stakeholders on planning for impact mitigation will be developed. A project specific grievance redressal mechanism will be crafted and placed with specific mandate.

ADB Safeguard Policy Statement 2009 Indigenous people Policy Principle	Government of Nepal Policy Provision for Indigenous Peoples	Gaps between Government of Nepal Law and ADB Safeguard Policy Statement Requirements	Gap Filling Measures
<p>IPP includes a framework for continued consultation with the affected IPs communities during project implementation; specifies measures to ensure that IPs receive culturally appropriate benefits; identifies measures to avoid, minimize, mitigate, or compensate for any adverse project impacts; and includes culturally appropriate grievance procedures, monitoring and evaluation arrangements, and a budget and time-bound actions for implementing the planned measures.</p>			
<p>7. Disclose IPP Disclose a draft IPP, including documentation of the consultation process and the results of the social impact assessment in a timely manner, before project appraisal, in an accessible place and in a form and language(s) understandable to affected Indigenous Peoples communities and</p>	<p>Public hearing on development project is widely exercised through all three level of government. The local Government Operational Act recognizes the disclosure of information.</p>	<p>Specific mechanism essential to reach out to IPS may lacking in ongoing public hearing process</p>	<p>The IPP/RIPP will be disclosed following multiple channels ensuring that the contents of the plan are understandable to the concerned communities</p>

ADB Safeguard Policy Statement 2009 Indigenous people Policy Principle	Government of Nepal Policy Provision for Indigenous Peoples	Gaps between Government of Nepal Law and ADB Safeguard Policy Statement Requirements	Gap Filling Measures
other stakeholders. The final IPP and its updates should also be disclosed to the affected Indigenous Peoples communities and other stakeholders.			
8. Action Plan Prepare an action plan for legal recognition of customary rights to lands and territories or ancestral domains when the project involves (i) activities that are contingent on establishing legally recognized rights to lands and territories that IPs have traditionally owned or customarily used or occupied, or (ii) involuntary acquisition of such lands.	All government project requires preparing annual action plan with project targets and integrate the cross-cutting issues	The Indicator is very generic (not disaggregate by IP)	Activity based action plan with implementation timeline and specific targets will be included as an integral part of IPP/RIPP. Project design monitoring framework will also include the indicators related to the IPP/RIPP.
9. Monitoring of IPP Implementation Monitor implementation of the IPP using qualified and experienced experts; adopt a participatory monitoring approach, wherever possible; and assess whether the IPP's objective and desired outcome have been achieved, taking into	No specific government policies exist for IPP monitoring		The IPP/RIPP will define the monitoring indicators ensuring enough resources as an integral part of IPP/RIPP. Project design monitoring framework will include specific monitoring indicator and targets from IPP/RIPP.

ADB Safeguard Policy Statement 2009 Indigenous people Policy Principle	Government of Nepal Policy Provision for Indigenous Peoples	Gaps between Government of Nepal Law and ADB Safeguard Policy Statement Requirements	Gap Filling Measures
account the baseline conditions and the results of IPP monitoring. Disclose monitoring reports.			

VII. ENTITLEMENTS, ASSISTANCES AND BENEFITS

95. The project will pay compensation and/or restore and/or provide rehabilitation support/assistance for the affected structures following the replacement cost principle. Impacts to structures were avoided by exploring alternative design options (reducing RoW where structures are located) whereas minor impacts to compound walls, steps and cemented platforms will be covered under the municipality's budget at replacement cost. Other administrative cost is calculated as lump sum basis. In case of unanticipated impact, the project will compensated any affected persons based on the agreed entitlement matrix.

96. All affected persons who are identified in the project-impacted areas before the cut-off date will be entitled to compensation for their affected assets, and rehabilitation measures sufficient to assist them to improve or at least maintain their pre-project living standards, income-earning capacity and production levels. The cut-off date for Lumbini Sanskritik municipality is 30 April 2024.

97. Damages/unanticipated losses causes during construction, if any, will be eligible for compensation and/or restoration. Such issues will be identified and closely monitored by the safeguard's personnel of the PCO and PIU. Any damage during construction will be borne by the contractor. Unanticipated loss, if any, will be mitigated and/or compensated as per GoN policies and ADB SPS 2009. The project proposes the compensation and entitlements of different impact category through the project entitlement matrix in Table 14. The entitlement matrix provides guidance for compensation, resettlement, and rehabilitation assistance of boundary walls. The entitlement matrix lists types of losses (boundary wall), defines eligibility criteria and entitlements and provides basic parameters for preparation of compensation and resettlement benefits. The entitlement matrix is prepared in accordance with GON and ADB SPS.

Table 14: Entitlement Matrix

Type of Loss/Impacts	Category of Affected Person	Compensation and/or Entitlement/ Implementation Procedures	Implementation Issues/Remarks	Responsible Institution
1. Loss of Secondary or Associated Structures (Boundary walls)	Owners of the structure with or without proof of ownership, including encroachers (non-titleholders)	(i) Replacement or full restoration of the affected secondary structures and/or associated structures to its original or better condition, or, cash compensation to restore affected structures if space is available. No deductions for depreciation shall be made.	The scope of work of the contractor should include the replacement and/or restoration of the structures if affected during project implementation. PCO to monitor restoration works made by the contractor.	CDC/PIU/PCO, supported by SDC
Unanticipated Impacts				
2. Any other losses not identified in the matrix	Any affected persons or affected entity	Unforeseen impacts will be documented and mitigated based on the principles agreed upon in this resettlement plan/RIPP and rectified through implementation of a time-based corrective action plan and where necessary, updates to the RP. Specific entitlement will be determined following all applicable safeguards policies of GoN and ADB SPS 2009.		PCO/PIU/SDC

SDC= Supervision and Design Consultants, CDC= Compensation Determination Committee, PIU= Project Implementation Unit

VIII. RIPP BUDGET AND FINANCING PLAN

98. The RIPP budget includes estimated costs for voluntary land donation, including cost for independent third-party verification, formal legal agreement, land registration/title/ownership transfer costs and other associated legal fees, specific action plan implementation and monitoring, GRM and administrative cost. The RIPP cost is presented in Table 15. The total RIPP cost for the project is NPRs. 3,868,382.50. This RIPP costs will be borne by the project and to be provided in a timely manner.

99. The cost for repair/restoration works of boundary/compound walls, steps/cemented platforms will be covered under the municipality's budget at replacement cost in the estimated amount of 304,706.00. PCO and PIU social safeguards personnel with the support of the SDC will be involved in monitoring and facilitating that restoration works of compound walls, steps and other cemented platforms will be restored to previous or better condition. DUDBC will be responsible to ensure payment of compensation to affected persons prior to the impact, in case of cash compensation.

100. If any unanticipated impacts are identified, this document will be updated including the budgetary requirements. Details of the RIPP budget estimate are as follows:

Table 15: RIPP Budget

S. No.	Item	Unit/Number	Unit Rate	Amount
				(in NPRs)
A. Provisional Cost for the Repair/Restoration Works of Boundary Walls, Steps, and Cemented Platforms				
1	Provisional Cost for the Repair/Restoration Works of Boundary/Compound Walls/Steps/Platforms (the cost will be covered under the municipality's budget at replacement cost)	23	Lump sum	304,706.00
Sub-total (A)				304,706.00
B. Land Donation (Third-party certification, Legal Agreements)				
2	Third-party certification for 199 landowners (non-VAPs/eligible donors) and/or legal agreement costs and other associated legal fees for land registration/title/ownership transfer	199	10,000	1,990,000.00
Sub-total (B)				1,990,000.00
C. Administrative Cost				
3	Baseline and monitoring survey as proposed under the specific action plan for benefits enhancement of IPs		Lumpsum	300,000.00
4	Consultations/Meetings, Grievance Redress		Lump sum	250,000.00
5	Awareness generation and capacity-building		Lump sum	250,000.00
Sub-total (C)				800,000.00
TOTAL = A +B + C				3,094,706.00
6	Contingency cost (25%)			773,676.50
Grand Total (in NPRs)				3,868,382.50

* Cost estimates were provided by the Project Engineers based on the Department of Urban Development and Building Construction schedule of rates. The detailed quantity estimate includes the dismantling and masonry works (refer to Appendix 13 for the detailed cost estimates).

IX. INSTITUTIONAL ARRANGEMENTS AND IMPLEMENTATION SCHEDULE

A. Institutional Arrangement

101. The Ministry of Urban Development through the Department of Urban Development and Building Construction will be the executing agency of the project, which will be supported by the Project Management and Capacity Development Consultant (PMCDC), and Institutional Strengthening and Community Participation Consultant (ISCPC). The PCO will be responsible for the overall management of the project. The municipalities will be the key implementing units of the project. The PIU with the support of the Supervision and Design Consultant (SDC) will be responsible for social safeguards compliance, monitoring, and reporting to ADB.

B. Safeguards and Gender Implementation Arrangement

102. **Project Coordination Office (PCO).** The PCO will be headed by a Project Director, who will be responsible for the overall project management. The Project Director shall be supported by three Deputy Project Directors (DPDs) – DPD WUC cluster, DPD Pokhara and Janakpur cluster, and DPD for Urban Planning and Development. The PCO will have an environment and social safeguards officers of engineer rank, who will responsible for social safeguards compliance, planning, and implementation as per the agreed resettlement framework, resettlement plans/RIPP prepared consistent with the ADB's SPS and GON rules and regulations.

103. Roles and Responsibilities of the PCO (Social Safeguards) are as follows:

- (i) guide PMCDC and PIU social safeguards staff on all matters related to preparation, implementation and monitoring of social safeguards documents;
- (ii) review and finalize project involuntary resettlement and indigenous peoples category;
- (iii) oversee preparation of resettlement plans/indigenous people plans (IPPs)/RIPP; confirm existing resettlement plans/DDR/IPP/RIPPs are updated based on detailed designs, and that new project resettlement plans/DDRs (output 2) are prepared in accordance with the resettlement framework prepared for the project;
- (iv) responsible for issuing the public notice to acquire a particular land/ property for the project along with project information/details as well as the project cut-off date;
- (v) ensure that resettlement plans/DDRs/IPP/RIPPs are included in bidding documents and civil works contracts;
- (vi) provide oversight on social safeguard management aspects of projects and ensure resettlement plans/IPP/RIPPs and impact avoidance measures outlined in the resettlement framework/environmental management plan/resettlement plans/IPP/RIPP are implemented by PIU and contractors;
- (vii) ensure and monitor the provision in the contract to include the indigenous people households/poor communities to be the beneficiaries of the facilities constructed;
- (viii) monitor and ensure effective implementation the specific action plan as indicated in each RIPP/DDRs;
- (ix) facilitate and ensure compliance with all government rules and regulations regarding no objection certificates, third party certificates for negotiated settlement or voluntary land donation, land ownership and transfer details etc. for each site, as relevant;

- (x) supervise and guide the PIUs to properly carry out the social safeguard monitoring (involuntary resettlement/indigenous people) as per the resettlement plans/RIPP;
- (xi) review, monitor, and evaluate the effectiveness with which the resettlement plans/ IPPs/RIPPs provisions are implemented, and recommend corrective actions to be taken as necessary;
- (xii) consolidate monthly social safeguard monitoring reports from PIUs and submit quarterly and semi-annual social safeguard monitoring reports (SSMR) to ADB;
- (xiii) ensure timely disclosure of final resettlement plans/DDRs/IPP/RIPPs in locations and form accessible to the public and affected persons;
- (xiv) address any grievances brought about through the grievance redress mechanism in a timely manner;
- (xv) oversee training needs assessment of affected persons and vulnerable persons by PIUs/SDC, coordinate training activities and convergence with livelihood programs of the government;
- (xvi) facilitate as resource person social safeguards training activities conducted by PMCDC/ISCPC for the PIUs/ contractors/ community-based organizations for capacity building to implement the resettlement plans/IPP/RIPP, project GRM; and
- (xvii) coordinate database management for social safeguards implementation and monitoring.

104. **Project Implementation Units (PIU).** The municipalities will act as the implementing agencies of the project, under the guidance and overall management of the PCO. The roles and responsibilities of the PIU (Social Safeguards) are as follows:

- (i) fill up involuntary resettlement and indigenous people impact checklist and classify safeguards categorization of the project;
- (ii) oversee and conduct census and socioeconomic surveys, detailed measurement surveys, and verification surveys of affected persons together with the SDC during detailed design;
- (iii) prepare list of affected persons and inventory of losses, and ensure that all data required to prepare and/or update the resettlement plan/RIPPs, including specific plan for benefit enhancement for indigenous people, if/as required, with the assistance of the social safeguards specialist;
- (iv) Ensure updated information is submitted to PCO for preparation and/or updating of documents with PMCDC and contractor's support;
- (v) hold consultations with affected persons, finalize list of affected persons prepare/update resettlement plan/RIPP with the assistance of SDC, and submit to PCO for review and approval and further submission to ADB;
- (vi) inform and/or disseminate information to the affected persons on (a) the project cut-off date; (b) public notice for schedule of land acquisition, if any (c) public notice on the start of construction works; (d) entitlement matrix; and (e) compensation packages against different categories of loss, and tentative schedule of land clearing/ acquisition for starts of civil works activities; issue identity cards;
- (vii) facilitate and oversee updating of resettlement plans/RIPP, with the support of SDC; coordinate valuation of assets, trees of various species, etc. Based on proper due diligence and assessment, finalize compensation packages;

- (viii) liaise/facilitate compensation processes in consultation with the chief district officer; coordinate, supervise and monitor disbursement of compensation;
- (ix) obtain NOCs, land documents, third party certifications for negotiated settlement and voluntary land donation as required for the project and ensure compliance with all government rules and regulations and ADB SPS safeguards requirements;
- (x) include resettlement plans/PPs/RIPP in bidding documents and civil works contracts;
- (xi) responsible for the day-to-day implementation and monitoring of resettlement plans/RIPP; and ensure timely payment of compensation and other assistance are provided prior occurrence of impacts;
- (xii) oversee resettlement plan/PPs/RIPP and maintenance of data for monitoring;
- (xiii) take corrective actions when necessary to ensure no adverse social impacts;
- (xiv) Conduct continuous public consultation and information-disclosure with the support of the SDC social safeguards specialist and support staff;
- (xv) ensure timely report submission of monthly, quarterly progress reports and semi-annual social monitoring reports to PCO, with the support of SDC;
- (xvi) facilitate establishment of project-GRM at the ward-level and PIU level and ensure it is fully functional prior or during the award of the first contract or within one month of loan effectiveness, whichever is earlier; address any grievances brought about through the grievance redress mechanism in a timely manner as per the resettlement plans/ PPs/RIPPs;
- (xvii) organize course for the training of contractors, preparing them on resettlement plan/PP/RIPP implementation, social safeguard monitoring requirements related to mitigation measures, and on taking immediate action to remedy unexpected adverse impacts found during implementation.
- (xviii) Extend support in carrying out awareness campaigns, as needed.

105. The PCO and PIUs will be supported by PMCDC, ISPC and SDC. The PMCDC will support the PCO on its day-to-day operation. The PIUs will be supported by the SDCs. The ISPC will support the PCO and PIUs.

106. **Project Management and Capability Development Consultants (PMCDC):** PMCDC will provide capacity building support on safeguards, and safeguards compliance in line with ADB procedures. PMCDC will appoint a social safeguards specialist to carry out all social safeguards related tasks and provide support to PCO safeguards team to oversee the implementation of the safeguards framework/safeguards planning documents. The social safeguards specialist will guide the safeguards officers at the PCO and shall coordinate with the SDC's Social Safeguards Specialist (PIU-support) for carrying out all social safeguards related tasks.

107. The Social Safeguards Specialist (PMCDC) will be responsible for carrying out following tasks:

- (i) assist PCO in the overall management, implementation, monitoring and reporting of social safeguards compliance;
- (ii) screen/classify involuntary resettlement and indigenous peoples safeguards classification of the projects; finalize social safeguards documents, periodic social monitoring reports etc. prepared at PIU level and get ADB's timely approvals/clearances;

- (iii) resolve any issues, if involved; and, assist in obtaining all NOCs/permissions for project sites prior to civil works;
- (iv) guide PCO's safeguards officers in implementation of all social safeguards related tasks including grievances redressal;
- (v) develop periodic data collection/monitoring formats/indicators and guide safeguards officers and SDC in obtaining the information required for the same;
- (vi) Support PCO to prepare monitoring reports received from PIUs and submit to PCO for approval and submission to ADB;
- (vii) identify any non-compliances and help prepare time-bound corrective action plans, if and as required;
- (viii) maintain and update municipality-wise database of resettlement/grievance related issues and inform safeguards officers PCO for timely actions; and
- (ix) support ISCPC in all awareness, training and capacity building activities related to social safeguards.

108. **Supervision and Design Consultant (SDC).** Two SDCs will be established – (i) the WUC cluster, covering Devdaha, Siddharthnagar, Tilottama, Sainamaina and Lumbini; and (ii) Janakpur. SDCs will be responsible to support the PIU in the implementation and monitoring of safeguards compliance. They will also be responsible to prepare Output 2 designs, prepare and/or update the municipality-level safeguards documents in line with the resettlement framework and shall include Output 2 components. The SDCs will be supported by two support staff per municipality who will handle gender, environment and social safeguards, community mobilization, and communication.

109. **Design and Supervision Consultant (DSC).** The DSC will support Pokhara municipality in the design and supervision of infrastructure and greens solutions, implementing heritage and cultural improvement plans, and design of tourism infrastructure components. The DSC social safeguards specialist will be involved in detailed design and safeguards documents preparation and updating.

110. The key social safeguards tasks of the social safeguards (SDC and DSC) include:

- (i) based on final designs, conduct census and socioeconomic surveys/verification surveys/finalization of sites etc. and update resettlement plans/RIPP/due diligence reports;
- (ii) finalize the requirement for land certificates, NOCs for project sites in each municipality and assist PIUs in obtaining the same prior to start of civil works;
- (iii) assist PIUs in day-to-day implementation of DDRs/resettlement plans/RIPP activities, including specific plan for benefit enhancement of indigenous peoples and ensure contractors comply with conditions of resettlement framework/DDR/resettlement plan/RIPP;
- (iv) assist municipalities/PIUs (through the support staff) to ensure resettlement plans are implemented and all compensation paid prior to start of civil works and prior to occurrence of impact;
- (v) take proactive action to anticipate and avoid delays in implementation;
- (vi) under the guidance of SSS, develop system of indicators to monitor implementation of resettlement activities and ensure corrective actions are undertaken, if and as required;

- (vii) obtain resettlement related municipality level information with the help of field support staff and consolidate them; prepare periodic social safeguard monitoring reports;
- (viii) compile all monitoring inputs at PIU level for quarterly progress reports, for onward transmission to PCO and ;
- (ix) assist PIUs in conducting public consultation and disclosure activities related to social safeguards and that suggestions made by the affected persons will be documented and summarized in the monitoring reports ;
- (x) actively participate as member of ward-level and PIU-level GRCs, assist in grievance resolution and reporting;
- (xi) assist PIUs in monitoring the socioeconomic status of affected persons, post - resettlement plan/RIPP implementation;
- (xii) support ISCBC in all training and capacity building activities.

111. **Contractor/s.** The Contractor will have a dedicated Social Supervisor, who will engage with the PIU, and SDC on social safeguard, health and safety and core labor standards. Contractors are to carry out all the requirements and compliances as mentioned in their contract.

- (i) In close coordination with the PIU, SDC, and safeguards personnel, finalize detailed design keeping the safeguard principles adopted for the project.
- (i) With the assistance of engineers and social safeguard personnel of SDC, ensure that all design-related measures (e.g., special considerations for the vulnerable related to project locations or design, mitigation measures for affected persons, etc.) are integrated into project designs;
- (ii) Conduct joint walk-throughs with PIU, design engineers, and social safeguards personnel of SDC in sites/sections ready for implementation; assist to identify the need for detailed measurement surveys, and support SDC to jointly conduct detailed measurement surveys and census surveys to arrive at the final inventory of loss;
- (iii) Support project consultants in updating the draft resettlement plan/DDR/RIPP for submission to PIU/PCO and ADB for review and approval;
- (iv) Ensure strict adherence to agreed impact avoidance and mitigation measures in the resettlement plan/DDR/RIPP during implementation;
- (v) Assist with grievance redressal and ensure recording, reporting, and follow up for resolution of all grievances received; and
- (vi) Submit monthly progress reports including safeguards, health and safety, and sex-disaggregated data as required for monitoring.

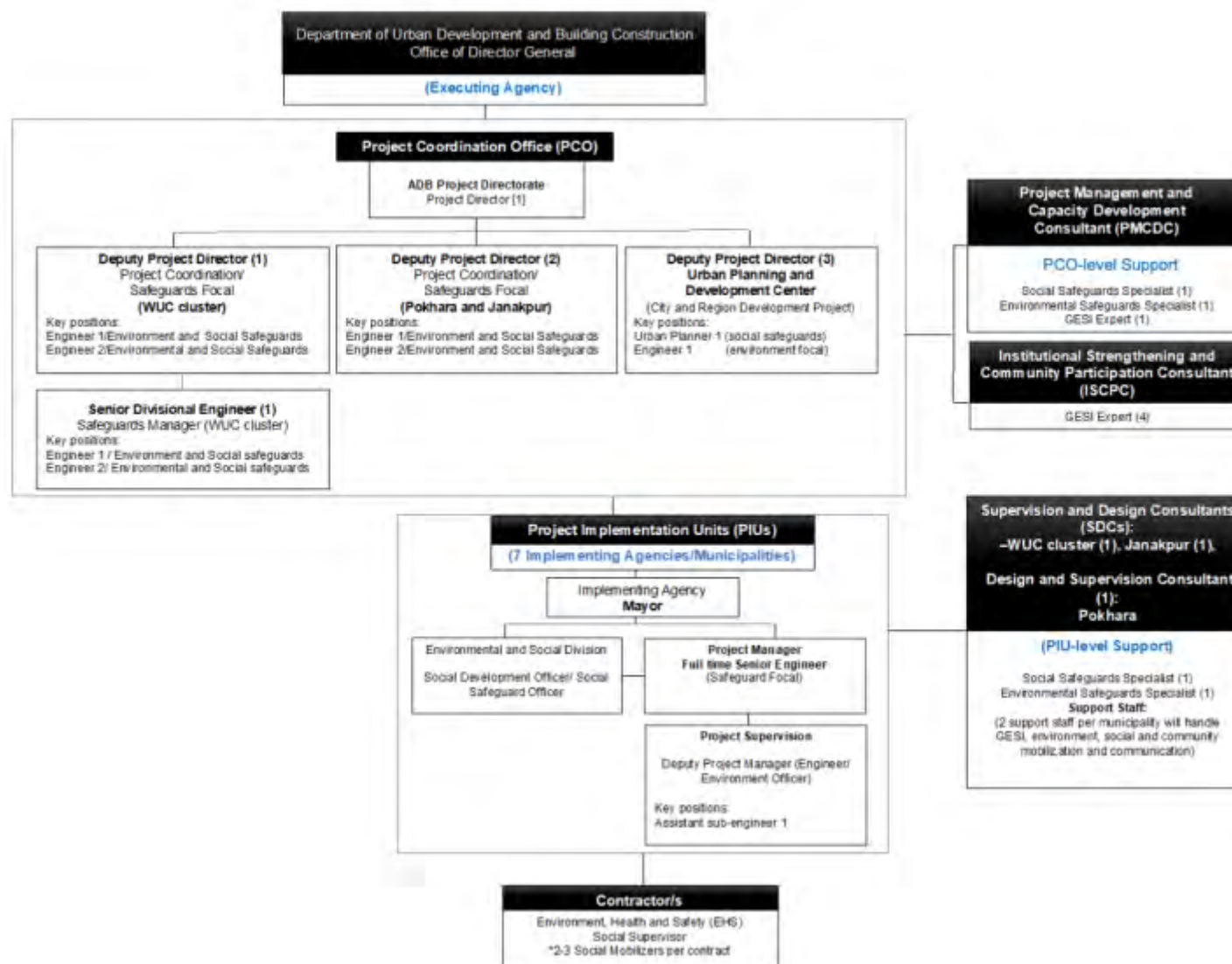
112. **Civil works contracts.** The resettlement plans/IPPs/RIPPs are to be included in bidding and contract documents and verified by the PIUs and PCO. All contractors will be required to designate a social supervisor to ensure implementation of resettlement plan/RIPP/DDR social safeguard provisions during civil works and O&M, who will also have the responsibility for communication with the public under the guidance of PCO/PIUs and grievance registration. Contractors are to carry out all mitigation and monitoring measures outlined in their contract.

113. The PCO and PIUs will ensure that bidding and contract documents include specific provisions requiring contractors to comply with: (i) all applicable labor laws and core labor standards on: (a) prohibition of child labor as defined in national legislation for construction and maintenance activities; (b) equal pay for equal work of equal value regardless of gender,

ethnicity, or caste; and (c) elimination of forced labor; and with (ii) the requirement to disseminate information on sexually transmitted diseases, including HIV/AIDS, to employees and local communities surrounding the project sites.

114. Figure 3 below depicts the implementation arrangement for safeguards (environmental and social), including gender-related aspects of the project.

Figure 3: Safeguards and Gender Implementation Arrangement



115. The summary of social safeguards implementation responsibilities is given in table below:

Table 16: Institutional Roles and Responsibilities

Activities	Agency Responsible
Project initiation stage	
Finalization of sites/alignments for projects	PIU/DSC
Finalization of detailed design/conduct of Detailed Measurement Survey (DMS)	PCU/PIU/DSC
Meetings at community/ household level with APs	PIU/DSC
RIPP preparation stage	
Conducting census survey of all APs including identification of poor and vulnerable households	PIU/DSC
Conducting FGDs/ meetings / workshops during surveys	PIU/DSC
Verification of survey results, vulnerable households	PMU/PMCDC
Computation of compensation and other allowances/assistances	LACFC/PIU
Formulating compensation and rehabilitation measures	PIU
Conducting discussions/ meetings/ workshops with all APs and other stakeholders for this	PIU/DSC
Finalizing entitlements	PIU
Disclosure of final entitlements and compensation packages	PIU/DSC
Disclosure of grievance redress mechanism	
Approval of Resettlement Plan	PCU/ADB
Compensation prior to displacement/shifting	PIU
RIPP implementation stage	
Implementation of proposed rehabilitation measures	PIU/DSC
Consultations with APs during rehabilitation activities	PIU/DSC
Implementation of Specific Action Plan for Benefit Enhancement	PIU/DSC
Grievances redressal	PIU/GRC
Monitoring	PIU

DDC = Design and Supervision Consultant; PIU= Project Implementation Unit; PMCDC = Project Management and capacity development Consultant; PCO = Project Coordination Office

C. Safeguard Capacity Development

116. The PMCDC Social Safeguard Specialist along with the PCO Project Director will be responsible for development of a training program based on a capacity assessment of target participants (PIU staff, Contractor(s)) and for implementation of the training program to build capabilities on resettlement policy, planning, mitigation measures and safeguards. The PMCDC will coordinate with PCO and PIUs on specific capacity development program. The following are the indicate training modules:

- (i) sensitization on ADB's Policies and guidelines on social and indigenous people safeguards (ADB's Safeguard Requirement 2 and 3: Involuntary Resettlement and Indigenous Peoples) including meaningful consultation, GRM and accountability mechanism.
- (ii) introduction to the assessment of involuntary resettlement and indigenous peoples impacts and mitigation measures, including best practices, in the design, construction, operation and maintenance of sewerage, roads, and drainage projects and other municipal infrastructures.
- (iii) preparation and review of RIPP/DDR based on preliminary design and updating of the documents based on the final design.
- (iv) improved coordination within government departments.

- (v) disbursement of compensation, consultation; and
- (vi) monitoring and reporting requirements.

117. PCO and PMCDC will also organize trainings for PIU staffs, DSC, contractors, municipal officials preparing them on RIPP implementation including ADB policy, GRM, and social safeguards monitoring requirements and mitigation measures. Table 17 provides the indicative training needs assessment. The cost of trainings will be borne under the Project's capacity building program by PMU.

Table 17: Indicative Training Program

Description	Training Contents	Schedule	Participants
Program 1 Orientation Workshop	Module 1 – Orientation ADB Safeguard Policy Statement Government of Bangladesh policy Module 2 – Social/Environmental Assessment and RIPP Planning/IEE Process ADB policy and process, identification of impacts and mitigation measures, RIPP/IEE preparation, implementation, and monitoring requirements. Incorporation of safeguards into project design and contracts. Importance of robust GRM.	1 Day	DUDBC officials involved in project implementation PCO, PIUs, municipal officials
Program 2 Workshop for Contractors and Supervisory staff	Involuntary Resettlement/environmental issues during construction Implementation of RIPP/IEE Monitoring of RP/IEE implementation, Reporting Requirements, GRM	1 Day	PIUs, Contractors
Program 3 Experiences and Best Practices Sharing	Experiences on RIPP/IEE implementation, grievance redress – Issues and Challenges - Best Practices followed	1 Day (on a regular interval to be determined by PCO and PMCDC)	PCO, PIUs PMCDC, Contractors

DSC = Design and Supervision Consultant; IEE = Initial Environment Examination; DUDBC = Department of Urban Development and Building Construction; PIU = Project Implementation Unit; PMCDC = Project Management and Capacity Development Consultant; PCU = Project Coordination Office

X. MONITORING AND REPORTING

118. The monitoring of or social safeguard related activities internally with the support of the SDC's social safeguards consultant. The monitoring will track (i) the delivery of the planned social safeguard activities to the affected people and (ii) whether the planned activities are producing the desired outcomes. Monitoring will be done by the Supervision and Design Consultants engaged by the project. The consultant will bring to the notice of about observed progress, issues, and challenges during internal monitoring. The monitoring should be carried out against the activities, time frames and budget set out in the safeguard documents.

119. In addition to recording the progress in social safeguards activities, the DSC through the social safeguards specialist will prepare a monitoring report to ensure that implementation has

produced the desired outcome. Information gathered from the monitoring exercise will be subjected to review by the project coordination unit () at department level and other relevant stakeholders in view of taking remedial measures to mitigate or resolve the problems that need institutional interventions.

120. Supervision and Design Consultants with the support of the field staff will submit monthly progress reports comprising the information on (i) category wise details of APs, (ii) details of structures affected status of assistance provided, (iii) nos. of vulnerable households assisted, (iv) number of GRC meeting held and vi) number of complaints received by GRC and details of resolution. The Project Supervision Consultants will submit a consolidate progress report to the on a quarterly basis. PIU will verify the progress mentioned in the quarterly report submitted by DSC and finalize the report. The PCO, with the support of the PMCDC will regularly monitor the progress of RIPP implementation and prepare semiannual social monitoring report and submit to ADB for review and disclosure. Monitoring activities will continue until a project completion report is issued.

XI. IMPLEMENTATION SCHEDULE

121. The implementation of RIPP will be scheduled in line with the project implementation. The schedule is subject to modification depending on the progress of the project activities. The entire project will be implemented over a period of 5 years. In general, the project implementation will consist of the three major phases, namely project preparation, land acquisition (if required), and rehabilitation of affected persons. PCO and the PIUs will ensure that project activities are synchronized between the RIPP plan implementation activities and the project implementation. The executing agency and implementing agency will ensure that no physical or economic displacement of affected households will occur until:

- (i) compensation at full replacement cost has been paid to each displaced person for project components or sections that are ready to be constructed.
- (ii) other entitlements listed in the RIPP are provided to the displaced persons.

122. All resettlement and compensation will be completed before the award of civil works contracts. All land required will be provided free of encumbrances to the contractor prior to handing over of project sites and the start of civil works. The implementation of the RIPP will include: (i) identification of cut-off date and notification; (ii) verification of losses and extent of impacts; (iii) finalization of entitlements and distribution of identity cards; (iv) consultations with affected persons on their needs and priorities; (v) resettlement, provision of compensation and assistance; and (vi) third-party certification and entering into formal legal agreement with the donors. A tentative implementation schedule is given in Table 18.

Table 18: Implementation Schedule

[illegible]

[illegible]

XII. NEXT STEP ACTIONS

123. This chapter presents the next step actions to be carried out which is shown in Table 19.

Table 19: Next Steps Actions

S. No.	Actions	Agency Responsible	Current Status
1	Recruitment of third party for voluntary land donation certification. The project requires the engagement of an independent third-party to document and certify the voluntary land donation process, according to the procedures laid down in this updated RIPP.	PCO/Concerned municipalities	Initiated.
2	A total of 139 land donation NoCs out of 199 have been obtained by the municipality. The remaining NoCs will be obtained prior contract award and will be included in the next due SSMR. The land will only be handed over to the contractor once the NOCs are obtained and certified by the independent/third-party for the donated road portions. Construction work will not commence until these requirements are fulfilled.	Municipality/PIU	Submitted in next due SSMR
3	Third-party certification will be obtained from 199 donors prior to start of civil works in donated stretches or sections. The third-party verifier will document the process with meeting minutes and photographs, which will be included in the submission.	PCO/ Municipality/PIU	Ongoing. Third party certification will be submitted in the next due SSMR.
4	Formal agreement will be entered into specifying title transfer or not (depending on the donors' preference). The legal agreement and other associated costs/fees will be borne by the project. All legal agreements related to land donation need to be in place prior start of civil works. The PCO with the support of project consultants (SDC and PMCDC) will share the draft legal agreement on a priority basis in the next due SSMR, for ADB's review and clearance.	PCO/ Municipality/PIU	
5	For the compound walls, the associated cost estimates for restoration/reconstruction will be included in the RIPP. The cost of damage to compound walls, steps, approach platforms will be covered under the municipality's budget at replacement cost. The project will ensure that such structures will be restored to previous or better condition. The PCO, PIU and project consultants will be responsible in overseeing these works and ensuring completion within a schedule and reported to ADB through SSMR.	PCO/PIU/SDC/contractors	To be reported in the SSMRs.

S. No.	Actions	Agency Responsible	Current Status
	Proper documentation will be provided by the contractor through videographic and/or photographic evidence taken in the pre-implementation, during construction and post-construction stage, with the links to the videos and photos included. This documentation will be included in the SSMR.		
6	Public consultations and engagement will be carried out throughout the entire project implementation. These will include both formal and informal consultative methods such as: focus group discussions (FGDs), meetings and community discussions, and in-depth and key informant interviews. An extensive information dissemination campaign for affected persons will also be conducted to ensure they are well-informed and consulted. Consultation will be undertaken and records of the consultation such as minutes, signed attendance sheets and photos will be provided. Information will be continuously disseminated. A project information disclosure leaflet translated in Nepali will be distributed to the community.	PIU/SDC	Will be ensured. SDC will prepare a PID once recruited.
7	In case any involuntary resettlement and/or Indigenous Peoples impact is identified at any stage of the project implementation, this safeguard document needs to be revised in accordance with ADB's Safeguards Policy Statement 2009.	PCO/PMCDC/PIU/SDC	-

Appendix 1: Profile of Land Donors

S. N	Landowner/ Donor's Name	Gender	Ward	Settlement	Parcel No.	Social Category	Education of Household Head	Family Size	Occupation	Annual Income*	Per Capita	Ownership Type	Total Land Area	Donated Land Area	% of land to be donated
1	Subhawati Yadhav	F	10	Madhubani	704	Janjati	SLC/Higher Secondary	7	Agriculture	400,000	57,143	Titleholder	1,134.4	18.9	1.7
2	Ramshewak	M	10	Madhubani	235	Madhesi	Primary/Lower Secondary	7	Labor	390,000	55,714	Titleholder	389.4	9.5	2.4
3	Sabani Natuwa	F	10	Madhubani	401	Madhesi	illiterate	6	Foreign Employment	346,000	57,667	Titleholder	270.9	13.5	5.0
4	Suddu	M	10	MadhuMbani	1235	Janjati	Primary/Lower Secondary	6	Trade/Business	480,000	80,000	Titleholder	160.9	8.2	5.1
5	Ramnarayan	M	10	Madhubani	388,391	Janjati	illiterate	6	Agriculture	326,000	54,333	Titleholder	287.8	18.0	6.3
6	Sukriv	M	10	Madhubani	1142,392	Janjati	SLC/Higher Secondary	7	Service	517,000	73,857	Titleholder	482.6	41.4	8.6
7	Ramlakhan	M	10	Madhubani	947	Janjati	Primary/Lower Secondary	3	Labor	188,500	62,833	Titleholder	169.3	8.1	4.8
8	Abdul Rahim	M	10	Mahajidaya	369,370, 974	Muslim	Primary/Lower Secondary	6	Trade/Business	492,000	82,000	Titleholder	787.3	11.2	1.4
9	Sangita	F	4	Mayadevi	635	Madhesi	Primary/Lower Secondary	5	Trade/Business	480,000	96,000	Titleholder	501.0	12.6	2.5
10	Najabudin	M	10	Mahajidiya	391	Muslim	Can read and write	7	Agriculture	663,000	94,714	Titleholder	237.0	9.4	4.0
11	Biba	F	10	Madhubani	904,905	Dalit	SLC/Higher Secondary	3	Foreign Employment	424,000	141,333	Titleholder	169.3	15.1	8.9
12	Baidyanath	M	10	Madhubani	418	Dalit	Primary/Lower Secondary	4	Labor	450,000	112,500	Titleholder	118.5	8.1	6.8
13	Mithlesh Kurmi	M	10	Madhubani	99	Janjati	Primary/Lower Secondary	6	Labor	350,000	58,333	Titleholder	658.3	35.6	5.4
14	Ramprasad	M	10	Madhubani	349,379, 972	Janjati	SLC/Higher Secondary	5	Trade/Business	400,000	80,000	Titleholder	4,808.6	249.2	5.2

S. N	Landowner/ Donor's Name	Gender	Ward	Settlement	Parcel No.	Social Category	Education of Household Head	Family Size	Occupation	Annual Income*	Per Capita	Ownership Type	Total Land Area	Donated Land Area	% of land to be donated
15	Mambadhey Lodh	M	10	Madhubani	336	Madhesi	Primary/Lower Secondary	5	Labor	300,000	60,000	Titleholder	2,986.3	265.0	8.9
16	Brisvan	M	4	Jhulanipur	963,964	Madhesi	Primary/Lower Secondary	7	Agriculture	345,000	49,286	Titleholder	3,214.1	274.1	8.5
17	Tilak Sarki	M	10	Madubani	903	Dalit	Can read and write	4	Trade/Business	252,000	63,000	Titleholder	115.2	7.6	6.6
18	Sugrib Pd Yadav	M	10	Madubani	731	Janjati	Graduate	9	Pension	660,000	73,333	Titleholder	507.9	6.1	1.2
19	Ramrati Nau	F	10	Madubani	399	Madhesi	illiterate	20	Foreign Employment	1,464,000	73,200	Titleholder	965.8	51.5	5.3
20	Dinesh Kurmi	M	10	Madubani	310,393, 652	Madhesi	illiterate	19	Labor	961,000	50,579	Titleholder	1,473.0	29.8	2.0
21	Kanhi Kahar	F	10	Madubani	394	Madhesi	SLC/Higher Secondary	5	Service	300,000	60,000	Titleholder	602.1	25.3	4.2
22	Ramcharita Chamar	M	10	Madhubani	372	Dalit	Primary/Lower Secondary	10	Labor	540,000	54,000	Titleholder	1,500.1	7.0	0.5
23	Malahu Ahir	M	10	Madhubani	350	Janjati	illiterate	6	Foreign Employment	340,000	56,667	Titleholder	677.3	8.6	1.3
24	Tribeni Dhobi Pd	M	10	Madhubani	748,752	Janjati	Can read and write	6	Labor	540,000	90,000	Titleholder	1,685.4	121.3	7.2
25	Radhe Shyam Harijan	M	10	Madhubani	324,337	Dalit	SLC/Higher Secondary	10	Trade/Business	684,000	68,400	Titleholder	4,538.2	387.5	8.5
26	Rakesh Yadav	M	4	Mayadevi	975	Janjati	illiterate	6	Service	300,000	50,000	Titleholder	2,058.7	130.5	6.3
27	Jagdish	M	10	Madhubani	89	Janjati	Graduate	4	Service	360,000	90,000	Titleholder	1,554.0	45.8	2.9
28	Barashati	F	10	Madhubani	433,661	Janjati	SLC/Higher Secondary	7	Agriculture	348,000	49,714	Titleholder	3,047.7	65.0	2.1
29	Nirmala	F	10	Mahajidiya	367	Janjati	SLC/Higher Secondary	5	Agriculture	310,000	62,000	Titleholder	423.3	17.1	4.0
30	Binod	M	10	Madhubani	32	Madhesi	SLC/Higher	5	Service						6.1

S. N	Landowner/ Donor's Name	Gender	Ward	Settlement	Parcel No.	Social Category	Education of Household Head	Family Size	Occupation	Annual Income*	Per Capita	Ownership Type	Total Land Area	Donated Land Area	% of land to be donated
				ni			Secondary			570,000	114,000	Titleholder	1,547.8	94.5	
31	Trijugi	F	10	Madhubani	856,857, 858	Madhesi	Primary/Lower Secondary	5	Agriculture	260,000	52,000	Titleholder	1,354.5	47.6	3.5
32	Sunita Kumari	F	4	Mayadevi	588	Madhesi	Graduate	3	Trade/Business	400,000	133,333	Titleholder	801.2	14.9	1.9
33	Nain Bahadur	M	7	Bhaishahiya	14	Janjati	Can read and write	7	Trade/Business	445,000	63,571	Titleholder	711.1	36.5	5.1
34	Bhubaneswar Tiwari	M	7	Bhaisahiy a	1505,801, 996	B/C	SLC/Higher Secondary	6	Trade/Business	600,000	100,000	Titleholder	897.4	19.7	2.2
35	Bishawor	M	7	Bhaisahiy a	1214,121 5	Madhesi	SLC/Higher Secondary	11	Trade/Business	861,000	78,273	Titleholder	203.2	4.9	2.4
36	Birendra Naw	M	7	Bhaisahiy a	1420	Madhesi	Can read and write	3	Trade/Business	200,000	66,667	Titleholder	105.8	4.6	4.4
37	Birjalal	M	7	Bhaisahiy a	1511	Janjati	illiterate	9	Agriculture	660,000	73,333	Titleholder	50.8	2.8	5.5
38	Phul Chand Mishara	M	7	Bhaisahiy a	1237,913	B/C	Primary/Lower Secondary	5	Agriculture	290,000	58,000	Titleholder	1,117.5	17.1	1.5
39	Bahau Pradhad Yadhav	M	7	Bhaisahiy a	1337	Janjati	Primary/Lower Secondary	7	Agriculture	350,000	50,000	Titleholder	821.2	11.2	1.4
40	Rajaram Teli	M	7	Bhaisahiy a	1166	Madhesi	Primary/Lower Secondary	10	Agriculture	540,000	54,000	Titleholder	283.6	8.4	3.0
41	Chaitar Kahar	M	7	Bhaisahiy a	1165	Madhesi	Primary/Lower Secondary	6	Trade/Business	305,000	50,833	Titleholder	139.7	4.9	3.5
42	Yogendar	M	7	Baisahiya	58	B/C	Can read and write	6	Labor	301,000	50,167	Titleholder	501.2	11.2	2.2
43	Biahyawati	F	7	Bhaisahiy a	1235	Janjati	illiterate	6	Agriculture	312,000	52,000	Titleholder	118.5	11.6	9.8
44	Punam	F	7	Bhaisahiy a	1372,138 2	Janjati	Primary/Lower	4	Labor	247,000	61,750	Titleholder	318.6	14.2	4.5

S. N	Landowner/ Donor's Name	Gender	Ward	Settlement	Parcel No.	Social Category	Education of Household Head	Family Size	Occupation	Annual Income*	Per Capita	Ownership Type	Total Land Area	Donated Land Area	% of land to be donated
							Secondary								
45	Saukhat Ali	M	7	Bhaisahiya	17	Muslim	Can read and write	7	Foreign Employment	350,000	50,000	Titleholder	101.6	5.5	5.4
46	Sukdev	M	7	Passindi Tol	1160	Madhesi	illiterate	9	Agriculture	450,000	50,000	Titleholder	1,142.9	45.8	4.0
47	Baburam, Buthiram	M	7	Adiyari Tol	1103	Madhesi	illiterate	13	Foreign Employment	651,000	50,077	Titleholder	5,926.1	24.0	0.4
48	Ramlakhan Pashi	M	7	Andhyari	493	Madhesi	Primary/Lower Secondary	5	Labor	250,000	50,000	Titleholder	778.9	7.3	0.9
49	Ram Narayan	M	7	Andhariya	1023,762	Madhesi	illiterate	10	Agriculture	490,000	49,000	Titleholder	677.3	50.8	7.5
50	Tuphani	F	7	Andhiyari	189,910	Madhesi	Primary/Lower Secondary	8	Agriculture	450,000	56,250	Titleholder	423.3	13.2	3.1
51	Jokhu	M	7	Andhyari	448	Janjati	illiterate	13	Foreign Employment	690,000	53,077	Titleholder	135.5	7.3	5.4
52	Tulashi	F	7	Andhyari	1085	Madhesi	illiterate	7	Foreign Employment	350,000	50,000	Titleholder	105.8	5.0	4.8
53	Ramchandra	M	7	Andhyari	1082,677	Madhesi	illiterate	6	Foreign Employment	398,000	66,333	Titleholder	279.4	14.6	5.2
54	Premmati Yadhav	F	7	Andhyari	199,410, 987	Janjati	Primary/Lower Secondary	6	Labor	380,000	63,333	Titleholder	850.8	36.0	4.2
55	Dadri Yadhav	M	7	Andhyari	652	Janjati	SLC/Higher Secondary	20	Service	990,000	49,500	Titleholder	541.8	19.5	3.6
56	Ram Mohan	M	7	Andhyari	96	Madhesi	SLC/Higher Secondary	8	Service	610,000	76,250	Titleholder	338.6	2.0	0.6
57	Jeet Bahadur	M	7	Andhyari	125,128, 129,168, 518,519	Janjati	Primary/Lower Secondary	11	Foreign Employment	590,000	53,636	Titleholder	16,711.5	283.8	1.7
58	Aanti Telin	F	7	Andhyari	845	Madhesi	illiterate	10	Agriculture			Titleholder			8.9

S. N	Landowner/ Donor's Name	Gender	Ward	Settlement	Parcel No.	Social Category	Education of Household Head	Family Size	Occupation	Annual Income*	Per Capita	Ownership Type	Total Land Area	Donated Land Area	% of land to be donated
									re	550,000	55,000	der	169.3	15.1	
59	Amrita Teli	F	7	Andhyari	847	Madhesi	Can read and write	6	Agriculture	400,000	66,667	Titleholder	152.4	9.2	6.0
60	Paresh	M	7	Andhyari	941,943	Janjati	Primary/Lower Secondary	5	Trade/Business	275,000	55,000	Titleholder	1,219.1	24.7	2.0
61	Dhurba Narayan	M	7	Andhyari	120,182,40	Madhesi	illiterate	17	Foreign Employment	850,000	50,000	Titleholder	1,312.2	43.7	3.3
62	Jabi Ullaha	M	11	Kukur Bhukuwa	1373	Muslim	Can read and write	8	Agriculture	400,000	50,000	Titleholder	550.3	6.2	1.1
63	Abdul Kalam Sekh	M	11	Kukurbhukuwa	592	Muslim	Primary/Lower Secondary	14	Agriculture	900,000	64,286	Titleholder	626.5	11.3	1.8
64	Ram Milan	M	7	Andhyari	155	Madhesi	illiterate	5	Agriculture	312,000	62,400	Titleholder	677.3	18.0	2.7
65	Abdul Ullaha	M	11	Kukurbhukuwa	917	Muslim	Can read and write	20	Agriculture	990,000	49,500	Titleholder	143.9	7.3	5.1
66	Ram Aadhare	M	11	Naukedia	379,762	Janjati	illiterate	11	Foreign Employment	580,000	52,727	Titleholder	1,744.0	19.7	1.1
67	Ambika	F	11	Bichauwapur	855,928	Madhesi	SLC/Higher Secondary	20	Agriculture	1,000,000	50,000	Titleholder	114.3	8.2	7.2
68	Idrish	M	11	Gaddidiha wa	518	Dalit	illiterate	20	Agriculture	1,000,000	50,000	Titleholder	897.4	49.8	5.5
69	Sama Sakhen Gaddi	F	11	Bichuwapur	530	Muslim	Can read and write	5	Trade/Business	340,000	68,000	Titleholder	338.6	14.4	4.3
70	Ijhar Sekh	M	11	Panditpur	1981	Muslim	Primary/Lower Secondary	9	Labor	490,000	54,444	Titleholder	576.2	8.0	1.4
71	Abdul	M	11	Panditpur	1,432,623,780	Muslim	Primary/Lower Secondary	14	Foreign Employment	690,000	49,286	Titleholder	524.9	34.8	6.6
72	Abdul	M	11	Panditpur	1356	Muslim	SLC/Higher Secondary	10	Pension	950,000	95,000	Titleholder	592.6	11.7	2.0

S. N	Landowner/ Donor's Name	Gender	Ward	Settlement	Parcel No.	Social Category	Education of Household Head	Family Size	Occupation	Annual Income*	Per Capita	Ownership Type	Total Land Area	Donated Land Area	% of land to be donated
73	Santram	M	11	Panditpur	264	Madhesi	Can read and write	10	Agriculture	588,000	58,800	Titleholder	4,402.2	63.5	1.4
74	Ahammadin Fakir	M	11	Mugla	2195,577	Muslim	Primary/Lower Secondary	6	Trade/Business	385,000	64,167	Titleholder	287.8	13.8	4.8
75	Charitar	M	11	Muglaha	501,568	Madhesi	Can read and write	7	Foreign Employment	380,000	54,286	Titleholder	3,471.0	55.4	1.6
76	Hajar Ali	M	7	Bhaisahiy a	1152	Muslim	Can read and write	12	Trade/Business	1,228,000	102,333	Titleholder	135.5	6.9	5.1
77	Dukali	F	7	Bhaisahiy a	1544	Janjati	Primary/Lower Secondary	10	Agriculture	700,000	70,000	Titleholder	1,168.3	4.6	0.4
78	Ramchandra	M	7	Bhaisahiy a	875	Madhesi	Can read and write	14	Agriculture	948,000	67,714	Titleholder	203.2	4.6	2.3
79	Keshmati	F	7	Bhaisahiy a	1224,1236	Madhesi	illiterate	7	Agriculture	663,000	94,714	Titleholder	287.8	5.2	1.8
80	Shova	F	7	Bhaisahiy a	1510	Janjati	Primary/Lower Secondary	6	Agriculture	340,000	56,667	Titleholder	50.8	1.5	3.0
81	Abrey	M	7	Bhaisahiy a	1289	Muslim	Primary/Lower Secondary	5	Trade/Business	396,000	79,200	Titleholder	25.4	0.9	3.6
82	Mohammad Hadish	M	7	Bhaisahiy a	1286,243	Muslim	illiterate	8	Trade/Business	548,000	68,500	Titleholder	287.8	4.3	1.5
83	Ghisan	M	7	Bhaisahiy a	258	Janjati	illiterate	6	Agriculture	385,000	64,167	Titleholder	507.9	10.0	2.0
84	Indrawati	F	7	Bhaisahiy a	109	Janjati	illiterate	4	Agriculture	300,000	75,000	Titleholder	270.9	8.0	3.0
85	Ramlagan	M	7	Bhaisahiy a	1370,99	Janjati	illiterate	5	Agriculture	318,000	63,600	Titleholder	143.9	4.9	3.4
86	Premlal	M	7	Bhaisahiy a	1371	Janjati	Primary/Lower Secondary	3	Foreign Employment	480,000	160,000	Titleholder	59.3	1.2	2.1
87	Ramkisun	M	7	Bhaisahiy a	104	Janjati	Primary/Low	5	Labor						2.0

S. N	Landowner/ Donor's Name	Gender	Ward	Settlement	Parcel No.	Social Category	Education of Household Head	Family Size	Occupation	Annual Income*	Per Capita	Ownership Type	Total Land Area	Donated Land Area	% of land to be donated
				a			er Secondary			360,000	72,000	Titleholder	1,015.9	20.0	
88	Bechan	M	7	Bhaisahiy a	105	Madhesi	Primary/Low er Secondary	5	Foreign Employment	558,000	111,600	Titleholder	569.2	17.0	3.0
89	Malti Devi Pasin	F	7	Adhiyari	963	Dalit	Graduate	4	Foreign Employment	580,000	145,000	Titleholder	2,514.3	111.3	4.4
90	Rabada	M	7	Adhiyari	1013	Madhesi	Primary/Low er Secondary	6	Trade/Business	348,000	58,000	Titleholder	711.1	3.2	0.4
91	Kadori	M	7	Adhiyari	184,980	Dalit	illiterate	7	Foreign Employment	424,000	60,571	Titleholder	1,142.9	28.2	2.5
92	Ram Kisun	M	7	Adhiyari	981	Dalit	illiterate	6	Agriculture	398,000	66,333	Titleholder	127.0	6.9	5.4
93	Birendrakumar	M	7	Adhiyari	672	Janjati	Primary/Low er Secondary	9	Agriculture	475,000	52,778	Titleholder	254.0	8.5	3.4
94	Tilak	M	7	Adhiyari	200	Dalit	Primary/Low er Secondary	9	Foreign Employment	790,000	87,778	Titleholder	338.6	13.7	4.1
95	Subrati	F	7	Adhiyari	111	Dalit	illiterate	9	Foreign Employment	748,000	83,111	Titleholder	423.3	27.5	6.5
96	Rambahadur	M	7	Adhiyari	1110	Janjati	Primary/Low er Secondary	10	Pension	800,000	80,000	Titleholder	67.7	2.9	4.3
97	Ram Milan	M	7	Adhiyari	3621	Dalit	Primary/Low er Secondary	4	Labor	200,000	50,000	Titleholder	254.0	11.9	4.7
98	Fulmati Lodh	F	7	Adhiyari	361	Madhesi	SLC/Higher Secondary	3	Trade/Business	300,000	100,000	Titleholder	552.4	16.2	2.9
99	Sunaeti	F	7	Adhiyari	2584	Janjati	SLC/Higher Secondary	5	Agriculture	320,000	64,000	Titleholder	169.3	3.5	2.1
100	Taramati	F	7	Adhiyari	1001	Janjati	illiterate	4	Foreign Employ	504,000	126,000	Titlehol	118.5	1.9	1.6

S. N	Landowner/ Donor's Name	Gender	Ward	Settlement	Parcel No.	Social Category	Education of Household Head	Family Size	Occupation	Annual Income*	Per Capita	Ownership Type	Total Land Area	Donated Land Area	% of land to be donated
									ment			der			
101	Chandrika	F	7	Adhiyari	1019	Janjati	illiterate	10	Agriculture	564,000	56,400	Titleholder	127.0	1.9	1.5
102	Taulan	F	7	Adhiyari	1190	Janjati	Primary/Lower Secondary	8	Agriculture	600,000	75,000	Titleholder	59.3	1.9	3.2
103	Prem	M	7	Adhiyari	1052	Janjati	Primary/Lower Secondary	9	Agriculture	680,000	75,556	Titleholder	27,805.9	10.3	0.0
104	Satiunnisha	F	11	Kukurbhukuwa	1153	Muslim	Can read and write	4	Agriculture	350,000	87,500	Titleholder	711.1	3.1	0.4
105	Ram Milan	M	11	Kukurbhukuwa	1425,596	Janjati	Primary/Lower Secondary	5	Agriculture	325,000	65,000	Titleholder	4,114.4	30.2	0.7
106	Tribhuvan	M	7	Adhiyari	679,944, 946,99	Janjati	Primary/Lower Secondary	5	Labor	250,000	50,000	Titleholder	5,147.2	92.5	1.8
107	Bechan	M	11	Kukurbhukuwa	697	Madhesi	Can read and write	6	Foreign Employment	428,000	71,333	Titleholder	194.7	3.0	1.5
108	Khalil	M	11	Bichauwapur	685	Muslim	Can read and write	6	Agriculture	546,000	91,000	Titleholder	567.7	13.5	2.4
109	Shivpujan	M	11	Bichauwapur	556	Madhesi	SLC/Higher Secondary	4	Trade/Business	360,000	90,000	Titleholder	1,895.3	105.8	5.6
110	Waris Ali	M	11	Bichauwapur	1516	Muslim	Primary/Lower Secondary	7	Agriculture	400,000	57,143	Titleholder	918.7	17.8	1.9
111	Bassdev	M	11	Gaddeuwa	673	Madhesi	Can read and write	7	Agriculture	358,000	51,143	Titleholder	158.3	6.4	4.0
112	Murtaja Sekh	M	11	Panditpur	1977	Muslim	SLC/Higher Secondary	6	Service	600,000	100,000	Titleholder	148.2	5.4	3.6
113	Abdul Salam	M	11	Panditpur	555,572, 99	Muslim	Can read and write	10	Agriculture	500,000	50,000	Titleholder	397.9	16.2	4.1
114	Jamila	F	11	Mugalaha	960	Dalit	Primary/Lower Secondary	8	Agriculture	448,000	56,000	Titleholder	152.4	8.6	5.7
115	Sabira Churiharani	F	7	Bhaishahiya	239,240	Muslim	illiterate	10	Agriculture	986,000	98,600	Titleholder	118.5	5.5	4.6

S. N	Landowner/ Donor's Name	Gender	Ward	Settlement	Parcel No.	Social Category	Education of Household Head	Family Size	Occupation	Annual Income*	Per Capita	Ownership Type	Total Land Area	Donated Land Area	% of land to be donated
116	Najibun Nisha Fakir	F	7	Bhaishahi ya	1097,109 8,262	Muslim	Can read and write	10	Trade/Business	532,000	53,200	Titleholder	550.5	5.3	1.0
117	Bindesari Sukla	F	7	Bhaishahi ya	241,242	B/C	SLC/Higher Secondary	12	Service	640,000	53,333	Titleholder	2,030.8	17.7	0.9
118	Dhirendra Nau	F	7	Bhaishahi ya	1419	Madhesi	Primary/Lower Secondary	5	Service	360,000	72,000	Titleholder	131.2	5.3	4.1
119	Mohamad Indrish Fakir	M	7	Bhaishahi ya	1290	Muslim	Can read and write	2	Labor	108,000	54,000	Titleholder	729.2	3.8	0.5
120	Amin Fakir	M	7	Bhaishahi ya	1288,129 7	Muslim	illiterate	6	Agriculture	360,000	60,000	Titleholder	300.5	11.0	3.7
121	Habibulah Churihar	M	7	Bhaishahi ya	981	Muslim	illiterate	3	Labor	240,000	80,000	Titleholder	254.0	9.4	3.7
122	Ghisan Yadab	M	7	Bhaishahi ya	227	Janjati	illiterate	7	Agriculture	355,000	50,714	Titleholder	169.3	4.2	2.5
123	Lailun Nisha Churihar	F	7	Bhaishahi ya	123	Muslim	illiterate	2	Trade/Business	216,000	108,000	Titleholder	110.1	9.2	8.3
124	Najibun Nisha Shek	F	7	Bhaishahi ya	789	Muslim	illiterate	5	Agriculture	744,000	148,800	Titleholder	177.8	8.2	4.6
125	Idrawati Devi Yadav	F	7	Bhaishahi ya	182	Janjati	SLC/Higher Secondary	6	Labor	365,000	60,833	Titleholder	406.4	2.7	0.7
126	Mainudin Fakir	M	7	Bhaishahi ya	1494	Muslim	illiterate	7	Trade/Business	660,000	94,286	Titleholder	160.9	5.2	3.2
127	Jogan Yadav	M	7	Bhaishahi ya	527	Janjati	illiterate	8	Agriculture	410,000	51,250	Titleholder	474.1	23.8	5.0
128	Abbuharera Fakir	F	7	Bhaishahi ya	1456	Muslim	Primary/Lower Secondary	4	Labor	220,000	55,000	Titleholder	965.2	24.5	2.5
129	Ramlkhana Pashi	M	7	Sano Adhihari	47	Madhesi	Primary/Lower Secondary	6	Trade/Business	354,000	59,000	Titleholder	1,693.2	56.3	3.3
130	Bandule Pasi	M	7	Sano Adhihari	919	Madhesi	illiterate	8	Agriculture	400,000	50,000	Titleholder	1,540.8	41.2	2.7
131	Rajendra Pasi	M	F	Adhihari	160	Madhesi	illiterate	13	Labor	840,000	64,615	Titleholder	2,065.7	50.3	2.4
132	Santram Pasi	M	7	Sano	1103,19	Madhesi	illiterate	15	Agriculture			Titleholder			2.8

S. N	Landowner/ Donor's Name	Gender	Ward	Settlement	Parcel No.	Social Category	Education of Household Head	Family Size	Occupation	Annual Income*	Per Capita	Ownership Type	Total Land Area	Donated Land Area	% of land to be donated
				Adihari					re	768,000	51,200	der	1,417.2	39.7	
133	Brijalal Pasi	M	7	Sano Adihari	97	Madhesi	Can read and write	3	Foreign Employment	360,000	120,000	Titleholder	304.8	7.6	2.5
134	Badmali Ahir	M	7	Sano Adihari	675,676	Janjati	Can read and write	5	Agriculture	440,000	88,000	Titleholder	220.1	13.0	5.9
135	Ramdin Lodha	M	7	Thulo Adihari	1084	Madhesi	Can read and write	11	Agriculture	540,000	49,091	Titleholder	105.8	2.8	2.6
136	Brijalal Kohar	M	7	Thulo Adihari	191,589	Madhesi	SLC/Higher Secondary	7	Agriculture	426,000	60,857	Titleholder	1,862.5	41.1	2.2
137	Jilebar Dhobi	M	7	Thulo Adihari	905	Dalit	illiterate	20	Agriculture	996,000	49,800	Titleholder	3,874.8	14.8	0.4
138	Ram Adhin Yadav	M	7	Sano Adihari	408,412	Janjati	SLC/Higher Secondary	7	Agriculture	344,000	49,143	Titleholder	2,539.7	30.7	1.2
139	Basha Dev Teli	F	7	Thulo Adihari	459	Madhesi	illiterate	12	Trade/Business	780,000	65,000	Titleholder	338.6	5.7	1.7
140	Godar Ahir	M	7	Thulo Adihari	1020	Janjati	illiterate	12	Agriculture	596,000	49,667	Titleholder	457.2	11.6	2.5
141	Shiv Narayan Ahir	M	7	Thulo Adihari	1189,156	Janjati	illiterate	9	Agriculture	585,000	65,000	Titleholder	594.3	6.5	1.1
142	Santa Narayan Yadav	M	7	Thulo Adihari	198	Janjati	SLC/Higher Secondary	9	Agriculture	502,000	55,778	Titleholder	101.6	2.4	2.4
143	Sonmati Kahaen	F	7	Adihari	201	Madhesi	illiterate	2	Labor	240,000	120,000	Titleholder	211.6	2.7	1.3
144	Abdul Rafik Shes	M	11	Kukur Bhukuwa	1749,1793	Muslim	Primary/Lower Secondary	12	Trade/Business	648,000	54,000	Titleholder	334.4	20.9	6.2
145	Rahis Shes	M	11	Kukur Bhukuwa	1362	Muslim	illiterate	12	Labor	1,205,000	100,417	Titleholder	1,007.4	9.0	0.9
146	Tasbihun Nisha Shes	F	7	Kukur Bhukuwa	1742	Muslim	Can read and write	7	Agriculture	600,000	85,714	Titleholder	143.9	11.5	8.0
147	Abdul Nashim Shesh	M	11	Kukur Bhukuwa	365	Muslim	illiterate	10	Labor	500,000	50,000	Titleholder	169.3	0.7	0.4
148	Bipat Ahir	M	7	Adihari	127	Janjati	illiterate	6	Agriculture			Titleholder			0.7

S. N	Landowner/ Donor's Name	Gender	Ward	Settlement	Parcel No.	Social Category	Education of Household Head	Family Size	Occupation	Annual Income*	Per Capita	Ownership Type	Total Land Area	Donated Land Area	% of land to be donated
									re	674,000	112,333	der	2,082.6	14.7	
149	Sitahi Ahir	M	11	Masina	654	Janjati	illiterate	18	Agriculture	1,659,000	92,167	Titleholder	338.6	10.0	3.0
150	Abbuharera Musalban	M	11	Masina	548	Muslim	SLC/Higher Secondary	5	Pension	260,000	52,000	Titleholder	397.9	11.9	3.0
151	Dasharath Sonar	M	11	Masina	1644,184 8,593,656,657	Madhesi	Can read and write	7	Trade/Business	361,000	51,571	Titleholder	2,429.7	135.7	5.6
152	Sahabudhin	M	11	Masina	1703	Muslim	Primary/Lower Secondary	7	Labor	473,000	67,571	Titleholder	592.6	21.6	3.6
153	Karimullah Shes	M	11	Masina	1702	Muslim	Can read and write	12	Agriculture	600,000	50,000	Titleholder	592.6	16.2	2.7
154	Eshahak Shes	M	11	Masina	1976	Muslim	Can read and write	11	Agriculture	744,000	67,636	Titleholder	546.6	6.3	1.2
155	Nafish Gaddi	M	11	Masina	604,621	Muslim	illiterate	7	Agriculture	648,000	92,571	Titleholder	4,449.6	126.0	2.8
156	Rafi Kullah Nau	M	11	Masina	723	Madhesi	illiterate	7	Foreign Employment	504,000	72,000	Titleholder	550.8	6.3	1.1
157	Khila Bullah Nau	F	11	Masina	1725	Madhesi	illiterate	7	Labor	408,000	58,286	Titleholder	607.4	32.0	5.3
158	Samiullah Darji	M	11	Moglah	2270	Dalit	Can read and write	8	Labor	852,000	106,500	Titleholder	948.2	6.8	0.7
159	Hamid Musalban	M	11	Moglah	1250	Muslim	illiterate	4	Labor	288,000	72,000	Titleholder	50.8	3.2	6.4
160	Indramani	F	7	Bhaisahiy a	455,466	Janjati	Primary/Lower Secondary	5	Agriculture	1,270,000	254,000	Titleholder	778.9	47.9	6.2
161	Dhurba	M	7	Bhaisahiy a	414	Janjati	SLC/Higher Secondary	7	Agriculture	568,000	81,143	Titleholder	677.3	4.3	0.6
162	Mahendra	M	7	Bhaisahiy a	1216,251	Madhesi	SLC/Higher Secondary	6	Labor	646,000	107,667	Titleholder	833.9	8.1	1.0
163	Jaggarnath	M	7	Bhaisahiy a	246,935	Janjati	Can read and write	8	Agriculture	591,000	73,875	Titleholder	406.4	4.9	1.2
164	Sajindar	M	7	Bhaisahiy a	591	Madhesi	Primary/Lower	11	Trade/Business	640,000	58,182	Titleholder	169.3	4.8	2.8

S. N	Landowner/ Donor's Name	Gender	Ward	Settlement	Parcel No.	Social Category	Education of Household Head	Family Size	Occupation	Annual Income*	Per Capita	Ownership Type	Total Land Area	Donated Land Area	% of land to be donated
							Secondary								
165	Shahbudin	M	7	Bhaisahiya	245	Muslim	Can read and write	3	Trade/Business	250,000	83,333	Titleholder	16.9	0.6	3.6
166	Pancharam	M	7	Bhaisahiya	890	Janjati	SLC/Higher Secondary	4	Trade/Business	1,000,000	250,000	Titleholder	982.0	4.0	0.4
167	Shahbudin	M	7	Bhaisahiya	324	Dalit	Can read and write	3	Trade/Business	200,000	66,667	Titleholder	203.2	13.0	6.4
168	Mahendra	M	7	Bhaisahiya	109	Madhesi	Can read and write	8	Trade/Business	1,100,000	137,500	Titleholder	304.8	18.3	6.0
169	Fulmati	F	7	Bhaisahiya	701	Janjati	Primary/Lower Secondary	8	Trade/Business	598,000	74,750	Titleholder	687.6	33.9	4.9
170	Chinku	F	7	Bhaisahiya	863	Janjati	SLC/Higher Secondary	9	Agriculture	598,000	66,444	Titleholder	1,676.2	18.3	1.1
171	Ram Bhadur BK	M	7	Adhiyari	9	Dalit	illiterate	9	Agriculture	470,000	52,222	Titleholder	1,794.7	31.1	1.7
172	Khedu	M	7	Adhayari	218,653	Madhesi	Can read and write	7	Agriculture	358,000	51,143	Titleholder	355.6	28.8	8.1
173	Magaru	F	7	Adhiyari	1042,217	Madhesi	Primary/Lower Secondary	7	Agriculture	393,000	56,143	Titleholder	411.7	21.5	5.2
174	Nandalal	M	7	Adhiyari	173,190, 225	Madhesi	Primary/Lower Secondary	7	Agriculture	491,000	70,143	Titleholder	906.3	51.4	5.7
175	Harischandra	M	7	Adhiyari	171,189, 190	Janjati	Primary/Lower Secondary	8	Agriculture	425,000	53,125	Titleholder	2,459.3	56.1	2.3
176	Ram Charitra	M	7	Adhiyara	651,94	Janjati	SLC/Higher Secondary	7	Agriculture	391,000	55,857	Titleholder	5,333.4	71.3	1.3
177	Ramlakhan	M	7	Adhiyari	1123	Madhesi	SLC/Higher Secondary	7	Trade/Business	350,000	50,000	Titleholder	615.3	15.6	2.5
178	Bhagwandin	M	7	Adhiyari	842	Dalit	illiterate	6	Labor	305,000	50,833	Titleholder	1,060.8	82.4	7.8
179	Pramila	F	7	Adhiyari	954	Madhesi	Can read	5	Trade/B						4.5

S. N	Landowner/ Donor's Name	Gender	Ward	Settlement	Parcel No.	Social Category	Education of Household Head	Family Size	Occupation	Annual Income*	Per Capita	Ownership Type	Total Land Area	Donated Land Area	% of land to be donated
							and write		business	260,000	52,000	Titleholder	203.2	9.2	
180	Durgawati	F	7	Adhiyari	1478	Madhesi	illiterate	4	Agriculture	200,000	50,000	Titleholder	237.0	10.4	4.4
181	Saiyad	M	7	Adhiyari	218,221	Muslim	SLC/Higher Secondary	5	Labor	313,000	62,600	Titleholder	10,006.6	79.3	0.8
182	Abdul Rasid	M	11	Kukurvuk uwa	1744,1778,1794	Muslim	Can read and write	13	Agriculture	1,460,000	112,308	Titleholder	4,994.8	25.0	0.5
183	Najaruddin	M	11	Kukurbhu kuwa	593	Muslim	Can read and write	10	Labor	493,000	49,300	Titleholder	338.6	18.3	5.4
184	Bindaa	F	11	Naukadi	1599	Madhesi	Can read and write	19	Agriculture	990,000	52,105	Titleholder	1,186.2	26.4	2.2
185	Eneaytullah	M	11	Masina Chok	49	Muslim	Graduate	6	Agriculture	744,000	124,000	Titleholder	677.3	12.6	1.9
186	Brahmin	M	11	Masina Chok	257	Muslim	SLC/Higher Secondary	4	Agriculture	365,000	91,250	Titleholder	38.1	1.4	3.6
187	Mukhtar	M	11	Masina	471	Muslim	Can read and write	9	Labor	473,000	52,556	Titleholder	4,228.7	7.3	0.2
188	Jamaluddin	M	11	Masina	19	Muslim	Can read and write	7	Foreign Employment	450,000	64,286	Titleholder	118.5	6.9	5.8
189	Gyanmati	F	11	Panditpur	362	Janjati	Can read and write	10	Labor	515,000	51,500	Titleholder	440.2	22.9	5.2
190	Gurucharan	M	11	Panditpur	683	Dalit	Can read and write	12	Agriculture	650,000	54,167	Titleholder	1,693.2	38.1	2.3
191	Samjhaunahit	M	11	Panditpur	143	Janjati	Can read and write	6	Agriculture	455,000	75,833	Titleholder	752.4	19.2	2.6
192	Khaderu	M	11	Muglaha	881	Madhesi	Can read and write	8	Agriculture	495,000	61,875	Titleholder	558.7	23.7	4.2
193	Barshadevi	F	11	Muglaha	4876	Janjati	Primary/Low	6	Agriculture						2.5

S. N	Landowner/ Donor's Name	Gender	Ward	Settlement	Parcel No.	Social Category	Education of Household Head	Family Size	Occupation	Annual Income*	Per Capita	Ownership Type	Total Land Area	Donated Land Area	% of land to be donated
							er Secondary		re	425,000	70,833	Titleholder	93.1	2.3	
194	Alimun Nisha	F	11	Nokadi	1847	Muslim	Primary/Lower Secondary	4	Agriculture	391,000	97,750	Titleholder	232.8	17.1	7.3
195	Lalman	M	11	Masina	2541	Madhesi	Can read and write	17	Foreign Employment	900,000	52,941	Titleholder	152.4	4.7	3.1
196	Tulasi Ahir	F	11	Mashina	526,550	Janjati	illiterate	7	Foreign Employment	465,000	66,429	Titleholder	592.6	34.7	5.8
197	Kisalawati	F	11	Panditpur	1892	Janjati	Primary/Lower Secondary	3	Trade/Business	450,000	150,000	Titleholder	84.7	7.9	9.3
198	Mustafa	M	11	Panditpur	9635	Muslim	Primary/Lower Secondary	9	Agriculture	446,400	49,600	Titleholder	254.0	5.9	2.3
199	Rafikullah	M	11	Panditpur	596,253	Muslim	illiterate	4	Agriculture	285,000	71,250	Titleholder	393.7	17.4	4.4

B/C= Brahmin/Chhetri

प्रस्तावः :

१. आयोजनाको जग्गाको चार किल्ला यकिन गर्ने
२. आयोजनाको कार्यन्वयन

निर्णयः :

१. उक्त प्रस्तावमा दलफल गार्दी यस जलेश्वर पत्रिको चार किल्ला यकिन गरि
नापी नक्सा सहित आयोजना क्षेत्रको क्षेत्रफल यस NAC आयोजनालाई
रुक् हुन्छा जित्न नगरपालिका, वडा नं १२ बाट उपलब्ध गराउने निर्णय गरियो
२. उक्त प्रस्तावमा दलफल गार्दी आयोजनाको कार्यन्वयनले कर्मचारी व्यक्तिलाई
उत्तर नपरे र सबै स्थानीय सहजता भएको साथै आयोजना कार्यन्वयन
गार्दी स्थानीय सबैले सहयोग गर्ने निर्णय गरियो ।

Date: 15 February 2023

Place: Office of ward number 10, Lumbini Sanskritik Municipality

आज मिति २०७३/११/०३ गतेको दिन लुम्बिनी सांस्कृतिक नगरपालिका वडा नं १० का नगर प्रमुख श्री राजकुमार मुखर्जनको अध्यक्षतामा शसियाली विकास केन्द्रको Joint Urban Corridor (JUC) उपसमिति लुम्बिनी सांस्कृतिक नगरमा प्रस्तावित आयोजनाहरू बारे विभिन्न समितिमा उपस्थिति तथा निर्णय गरियो ।

उपस्थिति :

१. श्री राजकुमार मुखर्जन	लुम्बिनी सांस्कृतिक नगर प्रमुख
२. श्री कल्पना हरिजन	उप नगर प्रमुख
३. श्री तुलसी राम लामिछाने	समान्वय अधिकृत
४. श्री विमोद कठार	वडा अध्यक्ष - वडा १०
५. श्री आशिष थापा	ई-१
६. श्री हेम निधि शर्मा	ERMC बिदेसक
७. श्री रिकेश चित्रकार	वडाप्रमुख विज्ञ
८. श्री चन्द्र बा पुरेष्ठ	सामाजिक विज्ञ
९. आयुषिमा पोखरेल	वातावरण consultant

प्रस्ताव :

१. बसपार्कको जग्गा सम्बन्धमा ।
२. प्रस्तावित पौच पोखरीको पहुँच मार्गको जग्गाको विषयमा ।
३. तापी नहरमा उपलब्ध गराउने सम्बन्धमा ।
४. वडा स्तरीय आम्र मेला सम्बन्धमा ।

निर्णय :

१. नगरपालिकाले आजको मितिबाट १ हप्ता भित्र तापी विभासँग समन्वय गरि प्रस्तावित बस पार्कको जग्गा साथै वरिपार्कको जग्गालेसँगै क्षेत्रफल बढीन गरि JUC आयोजनालाई उपलब्ध गराउने निर्णय गरियो ।
२. उक्त प्रस्तावमा देलफन गर्दा एक हप्ता भित्र नयाँ बाट पुर्याउनुमा जग्गामा विषयमा चर्किन गरि JUC आयोजनालाई उपलब्ध गर्ने निर्णय गरियो ।
३. प्रस्तावित पौच पोखरी र त्यसमा पहुँच मार्ग, बस पार्क र त्यसको पुर्याउ मार्ग, जलोत्पन्न पार्कको तापी नहरा र प्रत्येक आयोजनाको क्षेत्रफल

प्रस्तावहरू :

- १ आयोजनाको नामको चार किल्ला याकिन गर्ने
- २ आयोजनाको कार्यन्वयन

निर्णयहरू :

- १- उक्त प्रस्तावमा दलफल गर्दा यस जलेश्वर पार्कको चार किल्ला याकिन गर्ने बापी नक्सा सहित आयोजना क्षेत्रको क्षेत्रफल यस NPTC आयोजनालाई एक हप्ता भित्र कारपालिका, वडा त १२ वाट उपलब्ध गराउने निर्णय गरियो
- २- उक्त प्रस्तावमा दलफल गर्दा आयोजनाको कार्यन्वयनले करौलाई व्यक्तिगत असर नपर्ने र सबै स्थानीय सहमत भएकै साथै आयोजना कार्यन्वयन गर्दा स्थानीय सबैले सहयोग गर्ने निर्णय गरियो ।



DATE _____

प्रस्ताव :- वसु, पट्टी निर्माण के लिये जग्गा प्रस्ताव
शरीर, स्वच्छ स्वच्छ

निर्णय : वन परक निर्माण को लाठी लटका ली
 प्रस्तावों पर जज्जा - मकदनी - कान, डिप नो 23 फर
 लम्बा (मकदनी) उलट लिपिके जज्जामा निर्माण
 जो हल्की लाई कुली पावे किस्मिक वनमकदनी नमज्जा
 व निर्माण जो को लाठी हलक फल्ले हामी
 वनमकदनी दो मकदनी मकदनी मकदनी निर्णय
 जलिया)

निश्चयनात्मक प्रश्न

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उत्तर

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Технически

At

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मार्गदर्शिका

2.10.19

[Signature]

Bohane

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Appendix 3: Photographs (Consultation/Meetings)



Consultation meeting at Lumbini Sanskritik Municipality office, Rupandehi

Co



Consultation with municipality officials and local people

Appendix 4: Road Sections Photographs (Lumbini Sanskritik Municipality)

Moglaha-Masina-Anihari-Bhaisaiya Road

Lumbini Bus Terminal Road





Appendix 5: Specific Action Plan for Benefit Enhancement of Indigenous Peoples

Specific Activities	MOVs	Timeframe	Timeline	Remarks/Status
1. Identify and include Indigenous Peoples households in the project coverage area	Data will be obtained from the census survey and primary data analysis	Contractor PIU with the support of the DSC	Year 1	
2. Proposed benefits to indigenous peoples: (i) Participation of indigenous peoples in awareness campaigns (ii) Preferential employment during construction works (ii) Participation of eligible/targeted/interested indigenous peoples in training programs through social development and/or agriculture development in the municipality and other national government program/s The sub-activities will include: (iv) Number of indigenous peoples households using the improved roads	Project Documents	Contractor PIU with the support of the DSC PCO	(i) Year 2 onwards (ii) Year 1-3 (ii) Year 5 onwards	(i) IEC materials, information disclosure, consultations and other activities stated in the CAPP will be culturally sensitive and appropriate when implemented. A project information disclosure will be prepared, translated into language understandable to the IPs.
3. Type of consultations planned with indigenous peoples households (i) Pre-construction (ii) Construction (iii) Post-construction	Detailed report on consultation in the QPR/SSMR with signed attended sheets and photographs	Contractor PIU with the support of the DSC	Year 1 onwards	Consultations with indigenous peoples households will be conducted in all project stages which shall help in identifying any culture-specific requirements and traditions like avoidance of any specific festival days, and/or other activities with cultural significance to the indigenous peoples communities during civil work; and any other indigenous peoples - related

Specific Activities	MOVs	Timeframe	Timeline	Remarks/Status
				issues and concerns that may be of importance to the community. Opinions and views of the indigenous peoples shall be taken into account as well.
4. Grievance Redress Mechanism	<p>Project GRM includes representation of <i>janajati</i> in the GRC.</p> <p>Government order/notice/specifying inclusion indigenous peoples representation in GRC as described in the project GRM.</p> <p>Report related to project grievance reflected in the monitoring reports of the Project.</p>	PIU/PCO	Year 1	
5. Monitoring survey including assessment of coverage and satisfaction levels of indigenous peoples with the project intended benefit vs. actual benefits to the indigenous peoples community.	Monitoring survey report and project completion report	PIU/PCO	Year 6-7	

ADB = Asian Development Bank, DSC = Design and Supervision Consultant, GRC = Grievance Redress Committee, IP= Indigenous peoples, PIU = Project Implementation Unit, PMCDC = Project Management and Capability-Development Consultant, PCO = Project Coordination Office, QPR = Quarterly Progress Report

Appendix 6: Terms of Reference for Independent Third Party for Voluntary Land Donation

1. For any voluntary donation of land, an external independent entity will supervise and document the consultation process and validate the negotiated purchase/ land donation process as per legal requirement.

Terms of Reference for Independent Third-Party Witness

2. An independent third party is sought to be appointed to oversee and certify the process of negotiated purchase/ land donation. The third party shall be briefed about his/her expected role and deliverables by the PCU/PIU/PMCDC (safeguard officer/assistant safeguard officer/SSS).

3. **Eligibility.** The third party shall be a representative of the community (for example, a leader of the community with formal/legal standing, a representative of a local NGO/CBO with formal and legal standing) or an institution, without any direct interest in the negotiation process or project activity, who is acceptable to each of the concerned parties (PCU/PIU and concerned landowner/donor).

4. **Scope of Work.** The role of the third party shall be to ensure a fair and transparent process of negotiation/donation. 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 donor(s) are not coming from vulnerable groups/poor families;
- (iv) ensure that the preferences and concerns of the land owner/donor related to access, selection of site within lands held, etc. are recorded and any stipulated conditions met;
- (v) ensure that the negotiated purchase/land donation agreement is drafted in a fair and transparent manner;
- (vi) confirm that the offered/agreed price is fair and meet the market price of the land with similar value and condition in the area;
- (vii) ensure the negotiated purchase/donation does not result any negative impacts to the third party associated with the purchase/donation activity;
- (viii) identify and recommend mitigation measures to land owner/donor/affected third party, if required;
- (ix) ensure that taxes, stamp duties and registration fees for purchased/donated land are borne by government; and
- (x) submit a report and signed certificate as witness to the purchase/ donation and transfer process.

5. **Deliverables:** The details of the meetings, socioeconomic back ground of the land/assets owner(s) and a certificate/reports as witness to the purchase/donation process and mitigation measures to owner/donor, if any, shall be submitted by the third party to PMU/PIU and owner/donor in the local language and share with ADB for review.

Appendix 7: Sample Third-Party Certification Formats

This is to certify that Mr./Miss _____ (profession, designation, address) is appointed as independent third party to certify the process of **land donation** of plot no. _____ area _____ owned/donated by _____ (name of the owner), who is a signatory to this certificate. It also placed on record that none of the signatories to this certificate have any objection to appointment of _____ as a third-party witness.

Date: _____

Officers (PIU or PCO representative) and land donor

1. _____

2. _____

I, _____ of _____ (address) certify that I was a witness to the process of land donation (details of plot _____ from _____ (landowners' names). I certify that:

1. The process of donation of the said land was transparent; the landowner(s) was/were happy to donate the land for the welfare of the community.
2. Donation was voluntary and no coercion was used in the donation process.
3. The land donor is not vulnerable.
4. Legal agreement costs were borne by the government and not by the owner/donor.
5. All concerns expressed by the owner/donor as agreed, were addressed and no pending issues remain.
6. The following mitigation measures were identified and implemented /provided to the landowner/donor.
7. Attached are the minutes of meetings held between project proponents and the landowner/donor, which I was witness to.

Signed/ Name

Date: _____

Place: _____

Enclosed: Minutes of meetings held between landowner/donor and project proponents

Appendix 8: Sample Grievance Registration Form
(To be made available both in English and *Nepali*)

The _____ Project welcomes complaints, suggestions, queries and comments regarding project implementation. We encourage persons with grievance to provide their name and contact information to enable us to get in touch with you for clarification and feedback. Should you choose to include your personal details but want that information to remain confidential, please inform us by writing/typing **(CONFIDENTIAL)** above your name. Thank you.

Date		Place of registration			
Contact Information/Personal Details					
Name		Gender	Female Male	Age	
Address					
Place					
Contact No.					
E-mail					
Complaint/Suggestion/Comment/Question <i>Please provide the details (who, what, where and how) of your grievance below:</i>					
If included as attachment/note/letter, please tick here:					
How do you want us to reach you for feedback or update on your comment/grievance?					

FOR OFFICE USE ONLY

Registered by: (Name of Official registering grievance)				
Mode of communication:	Application/letter	E-mail	Verbal/Telephonic	WhatsApp
Reviewed by: (Names/Positions of Official(s) reviewing grievance)				
Action Taken:				
Whether Action Taken is Disclosed:		Yes	No	
Means of Disclosure:				

Appendix 9: Sample Monitoring Template

A semi-annual monitoring report shall be prepared on Resettlement and Indigenous Peoples Plan (RIPP) implementation and submitted to ADB by the SDC. It will include: (1) the list of affected persons, with compensation, if any due to each and details of compensation paid with signed receipts annexed to the report, socio-economic status and satisfaction levels of affected persons with the RIPP implementation process, compensation and mitigation measures; (2) the list of vulnerable affected persons and additional compensation / special protection measures planned/implemented for them (e.g. assistance to obtain project construction related jobs); socio-economic status and satisfaction levels of affected persons with the RIPP implementation process, compensation and mitigation measures; (3) list of roads for closure and actions planned / taken to minimize disturbance; (4) details of consultations held with affected persons (with number of participants by gender, issues raised, conclusion / agreement reached, actions required/taken; (5) details of grievances registered, redressed, outstanding complaints, minutes of GRM meetings held; (6) details of information disclosure and awareness generation activities, levels of awareness among target population, if any; and (7) any other relevant information showing RIPP implementation progress. The following checklist may be used for overall monitoring of Resettlement and Indigenous Peoples Plan (RIPP) implementation.

	Resettlement and Indigenous Peoples Plan (RIPP) Activities	Completed Y/N	Remarks
A. Pre-Construction Activities and RIPP Activities			
	Approval of final RIPP by ADB prior to contract award		
	Disclosure of final RIPP on ADB and EA websites		
	Circulation of summary RIPP in local languages to all stakeholders		
B. Resettlement and Indigenous Peoples Plan (RIPP) Implementation			
	Grievance Redress Mechanism established at different levels		
	Entitlements and grievance redress procedure disclosed		
	Finalization of list of affected persons, vulnerable affected persons and compensation due		
	Finalization of list of roads for full or partial closure; mitigation measures proposed and implemented (with photographic documentation)		
	Affected persons received entitlements as per entitlement matrix in the RIPP		
	Payment of compensation, allowances and assistance (No. of affected persons)		
	Additional assistance (project-related construction jobs, if willing and able) for vulnerable households given (No. of vulnerable affected persons assisted)		
	Grievances No. of grievances registered No. of grievances redressed Outstanding complaints Disclosure of grievance redress statistics		

	Resettlement and Indigenous Peoples Plan (RIPP) Activities	Completed Y/N	Remarks
	Consultation, participation and disclosure as per Plan		
C. Monitoring			
	Survey on satisfaction levels of affected persons with Resettlement and Indigenous Peoples Plan (RIPP) implementation completed		
D. Labour			
	Implementation of all statutory provisions on labour like health, safety, welfare, sanitation, and working conditions by Contractors. Ensuring no child labour used		
	Equal pay for equal work for men and women		

NOTE: Where applicable, the information provided in the table should be supported by detailed explanatory report, receipts and other details.

Appendix 10: Sample Template of Project Information Disclosure Leaflet

Project Information	Description/Details
About the Project	<p>The Urban Resilience and Livability Improvement Project (the project) aims to improve livability and sustainability of urban services by project municipalities. The project is aligned with the following impact: inclusive economic growth and improved living standards. The project will have the following outcome: improved livability and sustainability of urban service delivery by project municipalities. The project will develop municipal infrastructures aligned with the priorities set in the municipalities' investment plans. The project supports seven municipalities: Devdaha, Lumbini Sanskrit, Sainamaina, Siddharthnagar, Tilottama, Janakpur and Pokhara. Five out of seven municipalities are from the western urbanizing corridor. The Department of Urban Development and Building Construction (DUDBC) on behalf of the Ministry of Urban Development will be the executing agency and the project municipalities are the implementing agencies</p> <p>Under the scope of URLIP, three urban roads have been proposed in Lumbini Sanskritik Municipality comprising of 12.257km.</p>
Name of the Executing Agency/Implementing Agency	<p>PCO - DUDBC PIU – Lumbini Sanskritik Municipality</p>
Proposed Project technical details and Project Benefit	<p>The envisaged benefits include:</p> <ul style="list-style-type: none"> • Improved access to essential services, including healthcare (maternal and neonatal care), education, and infrastructure. • Reduced travel time, transportation costs, and freight expenses, with better transport options. • Enhanced safety, reduced accidents, and greater investment opportunities, leading to sustained economic development and local employment. • Creation of direct employment opportunities in project activities and indirect benefits from expanded roadside businesses • Increased land value along the road, enhancing economic prospects for local communities.
Summary of Project Impacts	<p>The proposed roads will be implemented in the existing road alignments within the government-owned lands and are within the existing rights-of-way (ROW) of Lumbini Sanskritik Municipality. Small strip of additional private land will also be needed to upgrade this road section which have been obtained through land donation. Minor impact to 23 boundary walls, steps and cemented platforms is anticipated. The project will ensure that such structures will be restored to previous or better condition. These are not expected to cause any loss of livelihood to the affected households. Project will adopt measures to ensure project activities will not hinder residents' ability to access or use their properties which includes advance notice to residents and businesses prior to start of work, careful timing of implementation</p>

Project Information	Description/Details
	to avoid peak hours/days or school timings; ensuring access to residents and business to ensure daily activities are not hampered, contractor will be required to maintain access to residences or other buildings and will ensure during construction works, among other measures.
Compensation and Entitlement	The project include cost allocation for its restoration is included in the RIPP.
RIPP Budget	NPRs 3,868,382.50
GRM Information	A project-specific grievance redress mechanism (GRM) has been established to receive, evaluate, and facilitate the resolution of affected person concerns, complaints, and grievances about the social and environmental performance at the level of the project. The GRM will aim to provide a time-bound and transparent mechanism to voice and resolve social and environmental concerns linked to the project. Grievance Redress Committees (GRCs) will be formed at three levels; (i) field/ward level, ii) Municipality/PIU level, and iii) PCO level. There will be Janajatis and one-woman representative in the field/ward and municipality level, if required. A public awareness campaign will be undertaken to ensure awareness on the project and its grievance redress procedures. The campaign will ensure that the poor, vulnerable including indigenous peoples and others are made aware of and are part of the awareness program. Grievance redress mechanism outlined in the draft RIPP will ensure that complaints and grievances are resolved in a collaborative, timely manner, and effective manner through dialogue, joint fact-finding, negotiation, and problem solving.
Contact Number of PIU, PCO and contractor	To be added.

Appendix 11: English Translation of VLD NOC (to be followed by Legal Agreement)

The Grandson/Daughter of.....Son/Daughter/Wife of....., age.....residence of municipality, ward number 1, hereby agreed to donate my/our land, structures, walls belongs to my/our name to the project which is going to be implemented by the municipality under West Urban Corridor (WUC) Development project. My/our land and other physical structures were built against the standard set by the municipality and standard established by all residents and stakeholders for construction of road, footpath and drain. Since the construction work is about to commence, I/we fully agreed to demolish my/our house, walls, land and other physical structures to make them clear for the construction works. I'm fully aware that, I/we have the free will to donate or refuse to donate the land and other physical structures.

Once I/we donate, we do not claim it back again and declared that I/we have not been intimidated, coerced or received any kind of threat to donate our properties for the project and also make ensure that this is entirely my/our free will. I/we have right to file any cases to the court or any other judicial bodies to re-claim our properties from the project. I/we undersigned this consent letter and submitted to the office ofmunicipality.

Name:.....Sign.....

(Date)

Witness

In connection with the construction of the project in the mentioned location under the management ofMunicipality, we, under the written authority of the following witnesses, the owner of the above written land and physical structures have voluntarily donated the land, walls, houses and other physical structures to the Municipality for infrastructure development. They have signed the copy of consent letter in our presence which is correct and there is no difference. We, as witness signed this letter without being intimidated, coerced or any threat by the officials of the municipal body, employees, representatives of the people or any other interested parties.

1. _____Ward Chairperson.....

2. _____Ward Member.....

3. _____Ward Member.....

Appendix 12: Land Donation Paper of 140 Land donors (NOC)

स्वैच्छिक जग्गा दान- पत्र

रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं १०, वस्ने म
राजा राम केदार लाई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने यस टर्मिनल पहुँच बाटो र मोगलाहा मसिना अधिवारी
 पैसहिया सडक सौको कार्यान्वयनका क्रममा मलाई पर्ने सक्ने क्षति र त्यस बापत क्षतिपूर्ति दावी गर्न पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यसै पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्तरोन्तीका
 लागी मैले रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं १०, स्थित मेरो नाउँमा रहेको क्षेत्रफल
 २४.३ स्क्वा.मि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साविक किता नं. ३५४ मा उल्लेख गरेको जम्मा जग्गा मध्ये
 निर्माण हुन लागेको २०३.९६५ स्क्वा.मि मात्र रहेको उल्लेख गर्ने चाहन्छु । यी पनि उल्लेख गर्ने चाहन्छु/ चाहन्छौ
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जम्मा जग्गा मध्ये १२.४२ प्रतिशत मात्र पर्ने
 आउने छ । म/ हामी यी पनि घोषणा गर्दछु/ गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रुख, बाटो बिरुवा जारी को
 क्षतिपूर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कुनै जग्गा भित्र वा सुकुम्बासीहरूको समेत दावी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/ गर्दछौ ।

क्षतिको विवरण	संख्या/परिमाण	विता/दर/रुख/संख्या	रहेको जम्मा क्षेत्रफल	कैफियत
जग्गा: रोपनी/विघा/स्क्वा.मि	१	३५४	२४.३	
घर: रोपनी/विघा/स्क्वा.मि	-	-	-	
रुख/बाटो	-	-	-	

यो/हो सिर्जनासलामा यी दस्तावेज निम्न साक्षिहरूको रोहबरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनस्म, मैले नगरपालिका तथा सम्बन्ध आयोजनाका अधिकारीहरू समेत
 कुनैको करकाय, इरधमिा एवं बलजफती बिना यी मञ्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादाताको सही राजा राम केदार

१ विनोद केदार वडा जनप्रतिनिधि राजा राम केदार पुर नाम, ठेगाना : राजा राम केदार, लु.सो. नं.पा-१०

२ सन्जु पासी वडा जनप्रतिनिधि सन्जु मिति : २०८१/०५/२१

३ सहेब पाल स्थानिय मधेश

यो सम्झौता पत्र कुनैको करकाय तथा बलजफती बिना पारदर्शिक ढंगले लुम्बिनी संस्कृतिक नगरपालिका वडा नं
 कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

नेधो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत: राम देवास नेली - राज वैलास

स्वैच्छिक जग्गा दान- पत्र

रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १०. वस्ने म
 स्नात नारायण मादव लाई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने बस टर्मिनल पहुँच बाटो र मोगलहा मसिना अधिवारी
 भैसहिया सडक सौको कार्यान्वयनका क्रममा मलाई पनं सक्ने क्षति र त्यस बापत क्षतिपुति दावी गर्न पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यसै पत्रद्वारा प्रमाणित गर्दछु। यस सडकको स्तरान्तीका
 लागी मैले रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १०. स्थित मेरो नाउमा रहेको क्षेत्रफल
 ८.१० स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु। मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साविक कित्ता नं. ३९१ मा उल्लेख गरेको जग्गा जग्गा मध्ये
 निर्माण हुन लागेको १३४.४४३ स्वामि मात्र रहेको उल्लेख गर्न चाहन्छु। यो पनि उल्लेख गर्न चाहन्छु/ चाहन्छौ
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जग्गा जग्गा मध्ये २.९६ प्रतिशत मात्र पनं
 आउने छ। म/हामी यो पनि घोषणा गर्दछु/गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रूख, ढोटा बिरुवा आदी को
 क्षतिपुति दावी गर्न छैन साथै दान गरेको जग्गा क्षेत्र भित्र कसैले जग्गा भित्र वा सुकुम्बासीहरूको समेत दावी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौ।

क्षतिको किसिम	संख्या/परिमाण	कित्ता/दर/रूख/संख्या	रहेको जग्गा क्षेत्रफल	कैफियत
जग्गा रोपनी/विघा/स्वामि	१	३९१	८.१०	
घर रोपनी/विघा/स्वामि	-	-	-	
रूख/ढोटा	-	-	-	

यदि सिलसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहवरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु। पुनरुच, मैले नगरपालिका तथा सम्बन्धित आयोजनाका अधिकारीहरू समेत
 कसैको करकाप, डरधम्क एवं बलजपती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु।

साक्षिहरू

जग्गादाताको सही

१. त्रिलोद चौहान, वडा जनप्रतिनिधि

पूरा नाम, ठेगाना :- स्नात नारायण मादव, फुलौं नं. १०-१०

२. सन्तु पासी, वडा जनप्रतिनिधि

सन्तु

मिति :- २०७९/०८/३१

३. महेश पाल, स्थानिय

महेश

यो सम्झौता पत्र कसैको करकाप तथा बलजपती बिना पारदर्शिक ढंगले लुम्बिनी संस्कृतिक नगरपालिका वडा नं.
 कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु।

तेस्रो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत:

राम रत्न

स्वैच्छिक जग्गा दान- पत्र

रूपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं वरने म
 नाई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने बस टर्मिनल पहुँच वाटो र मोगलहा मसिना अधिवारी
 भैरहिया सडक सोको कार्यान्वयनका क्रममा मलाई पर्ने सक्ने क्षति र स्वस आपत क्षतिपूर्ति दावी गर्न पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यसै पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्तरोन्तीका
 लागी मैले रूपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं स्थित मेरो नाउँमा रहेको क्षेत्रफल
 स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको सविक किता नं. मा उल्लेख गरेको जम्मा जग्गा मध्ये
 निर्माण हुन लागेको स्वामि मात्र रहेको उल्लेख गर्न चाहन्छु । यो पनि उल्लेख गर्न चाहन्छु/ चाहन्छौ
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जम्मा जग्गा मध्ये प्रतिशत मात्र पर्ने
 आउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रूख, झोट बिरुवा आदी को
 क्षतिपूर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कसैले जग्गा भित्र वा सुकुम्बासीहरूको समेत दावी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौ ।

क्षतिको किसिम	संख्या/परिमाण	किता/दर/रूख/संख्या	रहेको जम्मा क्षेत्रफल	कैफियत
जग्गा: रोपनी/विघा/स्वामि				
घर: रोपनी/विघा/स्वामि				
रूख/झोट				

यदि सिलसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहवरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनस्व, मैले नगरपालिका तथा सम्बन्धि आयोजनाका अधिकारीहरू समेत
 कसैको करकाप, डरधमक एवं बलजफती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादाताको सही

१. बिनोद ढोला वडा जनप्रतिनिधि

पूरा नाम, ठेगाना :- बाम सन्निवन यादव, मुस्ताँ न.पा.-१०

२. सन्तोष पासी वडा जनप्रतिनिधि

मिति :- २०७९/०४/३१

३. सहेब पात्र स्थानिया

सन्तोष
मदेश

यो सम्मौता पत्र कसैको करकाप तथा बलजफती बिना फारदर्शि ढंगले लुम्बिनी संस्कृतिक नगरपालिका वडा नं
 ...१० कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

नेत्रो न्यतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत: बाम देवास नेली

बाम देवास

स्वैच्छिक जग्गा दान- पत्र

रूपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १० वस्ने म
 ब्राम नेरायण यादव लाई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने बस टर्मिनल पहुँच बाटो र मोगलहा मसिना अधिवारी
 भैसहिया सडक सोको कार्यान्वयनका क्रममा मलाई पर्ने सक्ने क्षति र त्यस आपत क्षतिपुर्ति दावी गर्न पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यसै पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्तरान्तीका
 लागी मैले रूपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १० स्थित मेरो नाउमा रहेको क्षेत्रफल
 ५.४० स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साविक कित्ता नं. ३८८ मा उल्लेख गरेको जग्गा जग्गा मध्ये
 निर्माण हुन लागेको १५२.३८४ स्वामि मात्र रहेको उल्लेख गर्न चाहन्छु । यो पनि उल्लेख गर्न चाहन्छु/ चाहन्छौ
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जग्गा जग्गा मध्ये ६.४९ प्रतिशत मात्र पर्ने
 थाउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रूख, बाँट विरूवा आदी को
 क्षतिपुर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कसैले जग्गा मिचेर वा सुकुम्बासीहरूको समेत दावी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौ ।

क्षतिको किसिम	संख्या/परिमाण	कित्ता/दर/रूख/संख्या	रहेको जग्गा क्षेत्रफल	कैफियत
जग्गा रोपनी विघा स्वामि	१	३८८	५.५०	
घर रोपनी विघा स्वामि	-	-	-	
रूख/बाँट	-	-	-	

यहि सिलसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहबरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनस्त, मैले नगरपालिका तथा सम्बन्धित आयोजनाका अधिकारीहरू समेत
 कसैको करकाप, डरधमक एवं बलजफती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादाताको सही

१ विनोद कर्ण, वडा जनप्रतिनिधि

पूरा नाम, ठेगाना :- ब्राम नेरायण यादव, लु.सं.ने.पा-१०

२ सन्जु पासी, वडा जनप्रतिनिधि

सन्जु

मिति :- २०७३/०५/३१

३ महेश पाण्डे, स्थानिया

महेश

यो सम्झौता पत्र कसैको करकाप तथा बलजफती बिना पारदर्शित ढंगले लुम्बिनी संस्कृतिक नगरपालिका वडा नं
 १० कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

द्वयो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत :- राम देवराज नेमी - राम देवराज

स्वैच्छिक जग्गा दान- पत्र

रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं १०, वस्ने म
अबदुल रहीम मुसलमान साई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने यस टर्मिनल पहुँच चाटो र भोगलहा मसिना अधिकारी
 भैरहिया सडक सोको कायान्वयनका क्रममा मलाई पर्न सकेको क्षति र त्यस बापत क्षतिपूर्ति दावी गर्न पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यही पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्वरोस्तीका
 लागि मैले रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं १०, स्थित मेरो नाउँमा रहेको क्षेत्रफल
 ३.१० स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साविक मन्जुवन्ती-०१ कित्ता नं. ३६९ मा उल्लेख गरेको जग्गा जग्गा मध्ये
 निर्माण हुन लागेको १६९-३९६ स्वामि मात्र रहेको उल्लेख गर्न चाहन्छु । यो पनि उल्लेख गर्न चाहन्छु/ चाहन्छौं
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जग्गा जग्गा मध्ये १.८३ प्रतिशत मात्र पर्न
 आउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौं कि प्रदान गरिएको जग्गा भित्र रहेको रूख, बोट विरूखा आदी को
 क्षतिपूर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कुनैले जग्गा भित्र वा सुकुम्बासीहरूको समेत दावी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौं ।

क्षतिको किसिम	संख्या/परिमाण	कित्ता/दर/रूख/संख्या	रहेको जग्गा क्षेत्रफल	कैफियत
जग्गा: रोपनी/विघा/स्वामि	१	३६९	३.१०	
घर: रोपनी/विघा/स्वामि	-	-	-	
रूख/बोट	-	-	-	

यदि सिलसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहबरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनश्च, मैले नगरपालिका तथा सम्बन्धि आयोजनाका अधिकारीहरू समेत
 कसैको कसैको, डरधमक एवं बलजफती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादाताको सही

१ बिजोद कर्ण, वडा जनप्रतिनिधि

जो

पूरा नाम, ठेगाना :- अबदुल रहीम मुसलमान, लु.ख-१-७-१०

२ सन्जु पासी, वडा जनप्रतिनिधि

सन्जु

मिति :- २०८१/०४/३१

३ महेन्द्र पाल, स्थानिया

महेन्द्र

यो सम्मौता पत्र कसैको करकाप तथा बलजफती बिना थारुदशैं ढंगले लुम्बिनी संस्कृतिक नगरपालिका वडा नं
१० कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

तेश्रो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत: राम वेल्हास तेली

राम वेल्हास

स्वैच्छिक जग्गा दान- पत्र

रूपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं १०, बस्ने म
अबदुल रहीम मुसलमान लाई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.मि. (URLIP) आयोजना अन्तर्गत निर्माण हुने बस टर्मिनल पहुँच बाटो र मौगलहा मसिना अधियारी
 भैसहिया सडक सोको जग्यान्वयनका क्रममा मलाई पर्ने सम्ने क्षति र त्यस बापत क्षतिपूर्ति दाबी गर्न पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यसै पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्तरोन्तीका
 लागी मैले रूपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं १०, स्थित मेरो नाउँमा रहेको क्षेत्रफल
२.४० स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साविक मस्युदनी-०१ कित्ता नं. ३६० मा उल्लेख गरेको जग्गा जग्गा मध्ये
 निर्माण हुन लागेको २०७०.८.४८ स्वामि मात्र रहेको उल्लेख गर्न चाहन्छु । यो पनि उल्लेख गर्न चाहन्छु/ चाहन्छौं
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हामी स्वामित्वको जग्गा जग्गा मध्ये १.०६ प्रतिशत मात्र पर्ने
 आउँने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौं कि प्रदान गरिएको जग्गा भित्र रहेको रूख, चोट पिरुवा आदी को
 क्षतिपूर्ति दाबी गर्न छैन साथै दान गरेको जग्गा क्षेत्र भित्र कुनैले जग्गा मिचेर वा सुकुम्बासीहरूको समेत दाबी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौं ।

क्षतिको किसिम	संख्या/परिमाण	कित्ता/दर/रूख/संख्या	रहेको जग्गा क्षेत्रफल	कैफियत
जग्गा: रोपनी/विघा/स्वामि	१	मस्युदनी-१, ३६०	२.४०	
घर: रोपनी/विघा/स्वामि	-	-	-	
रूख/चोट	-	-	-	

यहि सिक्तिसिक्तामा यो दस्तावेज निम्न साक्षिहरूको रोहबरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनस्व, मैले नगरपालिका तथा सम्बन्धि आयोजनाका अधिकारीहरू समेत
 क्रमैको करकाप, डरघमि एवं बलजफती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादाताको सहि

१. विनोद कर्ण, वडा जनप्रतिनिधि

पूरा नाम, ठेगाना :- अबदुल रहीम मुसलमान, फोन नं. ९०

२. सत्यु पासी, वडा जनप्रतिनिधि

सजु

मिति :- २०८१/०५/३१

३. महेष पाल, स्थानिय

महेष

यो सम्झौता पत्र क्रमैको करकाप तथा बलजफती बिना पारदर्शि ढंगले लुम्बिनी संस्कृतिक नगरपालिका वडा नं
१० कार्यालय र जग्गा धनी भित्र सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

तेश्वो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत: ब्राम देवास तैली

राजवेलास

स्वैच्छिक जग्गा दान- पत्र

उपनेही जिल्ला लुम्बिनी सांस्कृतिक नगरपालिका वडा नं. १०. वस्ने म
अब्दुल रहीम मुसलमान लाई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने बस टर्मिनल पहुँच बाटो र भोगलहा मसिना अधिवारी
 भैसहिया सडक शोको कार्यान्वयनका क्रममा भत्ताई गर्ने सक्ने क्षति र त्यस बापत क्षतिपुर्ति दावी गर्न पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यसै पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्तरोन्तीका
 लागी मैले रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १०. स्थित मेरो नाउँमा रहेको क्षेत्रफल
 २.६०..... स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साविक मधुवती-०१..... कित्ता नं. ५६४..... मा उल्लेख गरेको जम्मा जग्गा सधैं
 निर्माण हुन लागेको १९००४४..... स्वामि मात्र रहेको उल्लेख गर्न चाहन्छु । यो पनि उल्लेख गर्न चाहन्छु/ चाहन्छौ
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जम्मा जग्गा सधैं २.५४..... प्रतिशत मात्र पर्ने
 आउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रूख, बाटो विरूवा आदी को
 क्षतिपुर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कसैले जग्गा मिचेर वा सुकुम्बासीहरूको समेत दावी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौ ।

क्षतिको किसिम	संख्या/परिमाण	कित्ता/दर/रूख/संख्या	रहेको जम्मा क्षेत्रफल	क्षेत्रफल
जग्गा रोपनी/विघा/स्वामि	१	मधुवती-१, ५६४	२.६०	
घर रोपनी/विघा/स्वामि	-	-	-	
रूख बाटो	-	-	-	

यहाँ सिलसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहवरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनस्व, मैले नगरपालिका तथा सम्बन्धित आयोजनाका अधिकारीहरू समेत
 कसैको करकाप, डरधमिक एवं बलजपत्ती बिना यो मन्बुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जरगादाताको सही

१ विनीद कर्णर..... वडा जनप्रतिनिधि

पूरा नाम/ठेगाना :- अब्दुल रहीम मुसलमान लु.सं.नं.जा-१०

२ सन्जु पासी..... वडा जनप्रतिनिधि

मिति :- २०८१/०५/३१.....

३ सहेब पाख..... स्थानिया

महेश

यो सम्झौता पत्र कसैको करकाप तथा बलजपत्ती बिना पारदर्शी ढङ्गले लुम्बिनी संस्कृतिक नगरपालिका वडा नं.
१०..... कार्यालय र जग्गा धनी विच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

तथो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत: राम देवता मेली -

राम देवता मेली

स्वैच्छिक जग्गा दान- पत्र

रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १०, घर नं. म
 शिव प्रसाद यादव लाई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना यन्त्रागत निर्माण हुने बस टर्मिनल पहुँच बाटो र मौगलहा भसिना अधिकारी
 भैरविया सडक सोको कार्यन्वयनका क्रममा मलाई पत्ने सक्ने क्षति र त्यस बापत क्षतिपूर्ति दावी गर्न पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यसै पत्रद्वारा प्रमाणित गर्दछु। यस सडकको स्वरोस्तीका
 लागि मैले रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १०, स्थित मेरो माझमा रहेको क्षेत्रफल
 १६.११..... स्क्वा.मि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु। मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साविक मस्युदनी-०१ कित्ता नं. ३६६ मा उल्लेख गरेको जग्गा जग्गा मध्ये
 निर्माण हुन लागेको ४२३.२५ स्क्वा.मि भाग रहेको उल्लेख गर्न चाहन्छु। यो पनि उल्लेख गर्न चाहन्छु/ चाहन्छौं
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जग्गा जग्गा मध्ये ४.०३५ प्रतिशत भाग पर्ने
 बाउने छ। म/हामी यो पनि घोषणा गर्दछु/गर्दछौं कि प्रदान गरिएको जग्गा भित्र रहेको रूख, बोट विरूया आदी को
 क्षतिपूर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कुनैले जग्गा मिचेर वा सुकुम्बासीहरूको समेत दावी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौं।

क्षतिको किसिम	संख्या/परिमाण	कित्ता/दर/रूख/संख्या	रहेको जग्गा क्षेत्रफल	कैफियत
जग्गा, रोपनी/विघा/स्क्वा.मि	१	मस्युदनी-०१, ३६६	१६.१०	
घर, रोपनी/विघा/स्क्वा.मि	-	-	-	
रूख/बोट	-	-	-	

यहि सिसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहबरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तावेज सहिछाप गरिदिएको छु। पुनस्व, मैले नगरपालिका तथा सम्बन्धित आयोजनाका अधिकारीहरू समेत
 कसैको करकाप, डरधम्कि एवं बलजफती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु।

साक्षिहरू

जग्गादाताको सही

१. विनोद कर्ण, वडा जनप्रतिनिधि

पूरा नाम, ठेगाना : शिव प्रसाद यादव, कु.सं. नं. १०

२. सन्तु णसी, वडा जनप्रतिनिधि

मिति : २०८१/०४/२९

३. महेश पाल, स्थानिया

महेश

यो सम्झौता पत्र कुनैको करकाप तथा बलजफती बिना पारदर्शिता हुँदै लुम्बिनी संस्कृतिक नगरपालिका वडा नं.
 १०, कार्यालय र जग्गा धनी विच सम्पन्न भएको हो भनी प्रमाणित गर्दछु।

तेश्रो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत : बसु देवा सुतेली -

राष्ट्रदेवा

स्वैच्छिक जग्गा दान- पत्र

रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं १०, वरने म
नज्जुबुद्धीन दर्जी लाई लुम्बिनी संस्कृतिक नगरपालिकामा
यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने बस टर्मिनल पहुँच वाटो र मोगलहा मसिना अधियारी
भैरहिया सडक साँके कार्यान्वयनका क्रममा मलाई पर्ने सक्ने क्षति र त्यस बापत क्षतिपूर्ति दावी गर्न पाउने अधिकार
म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यसै पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्तरोन्तीका
सागी मैले रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं १०, स्थित मेरो नाउँमा रहेको क्षेत्रफल
५.४८ स्क्वा.मि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
रहेको साबिक मय्युवनी-०१ किता नं. ३३९ मा उल्लेख गरेको जग्गा जग्गा मध्ये
निर्माण हुन लागेको २३६.०४२ स्क्वा.मि मात्र रहेको उल्लेख गर्न चाहन्छु । यो पनि उल्लेख गर्न चाहन्छु/ चाहन्छौ
कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जग्गा जग्गा मध्ये ३.३६ प्रतिशत मात्र पर्ने
आउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रूख, बोट बिरूवा आदी को
क्षतिपूर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कुनै जग्गा भित्र वा सुकुम्बासीहरूको समेत दावी नरहेको
र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौ ।

क्षतिको किसिम	संख्या/परिमाण	किता/दर/रूख/संख्या	रहेको जग्गा क्षेत्रफल	जैफियत
जग्गा रोपनी विघा/स्क्वा.मि	१	मय्युवनी-०१, ३३९	३.३६	
घर/रोपनी/विघा/स्क्वा.मि	-	-	-	
रूख/बोट	-	-	-	

यदि तिनसितामा यो दस्तावेज निम्न साक्षिहरूको रोहवरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनस्व, मैले नगरपालिका तथा सम्बन्धि आयोजनाका अधिकारीहरू समेत
कुनैको करकाप, डरधमिक एवं बलजफती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
गर्दछु ।

साक्षिहरू

जग्गादाताको सही

१. विनोद कट्टा, वडा जनप्रतिनिधि

पूरा नाम, ठेगाना :- नज्जुबुद्धीन दर्जी, लु.सं. नं. १-१०

२. सन्जु पासी, वडा जनप्रतिनिधि

मिति :- २०८१/०४/२९

३. महेश पात्र, स्थानिया

महेश

यो सम्मौता पत्र कुनैको करकाप तथा बलजफती बिना पारदर्शिता ढंगले लुम्बिनी संस्कृतिक नगरपालिका वडा नं
१०, कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

तथो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत :-

ब्राम पेलास तेली -

ब्राम पेलास

स्वैच्छिक जग्गा दान- पत्र

रुपन्देही जिल्ला मायादेवी गाउँपालिका वडा नं. ०५ वरने म
विप्लाल जोषी (वृषभान जोषी) लाई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने बस टर्मिनल पहुँच बाटो र मोगलहा मसिना अधियारी
 भैरहिया सडक सोको कार्यान्वयनका क्रममा मलाई पुर्याने क्षति र त्यस बापत क्षतिपूर्ति दायी गर्ने पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यसै प्रक्रिया प्रमाणित गर्दछु । यस सडकको स्तरोन्तीका
 लागी मैले रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. ०५ स्थित मेरो नाउँमा रहेको क्षेत्रफल
 स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साबिक कित्ता नं. ३६५ मा उल्लेख गरेको जग्गा जग्गा मध्ये
 निर्माण हुन लागेको २२६.५४८ स्वामि मात्र रहेको उल्लेख गर्न चाहन्छु । यो पनि उल्लेख गर्न चाहन्छु । चाहन्छु
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जग्गा जग्गा मध्ये २३.२५ प्रतिशत मात्र पुर्याने
 आउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रुख, बाटो विरूवा आदी को
 क्षतिपूर्ति दायी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कुनै जग्गा भित्र वा मुकुन्दासीहरूको समेत दायी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौ ।

क्षतिको किसिम	संख्या/परिमाण	कित्ता/दर/रुख/संख्या	रहेको जग्गा क्षेत्रफल	कैफियत
जग्गा रोपनी/विघा/स्वामि	१	३६५	१३३.००	
घर/रोपनी/विघा/स्वामि	-	-		
रुख/बाटो	-	-		

यदि सिलसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहवरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनस्च, मैले नगरपालिका तथा सम्बन्धि आयोजनाका अधिकारीहरू समेत
 कसैको करकाप, डरछम्कि एवं बलजफती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादाताको सही

१ **विनोद कर्ण**, वडा जनप्रतिनिधि

पूरा नाम ठेगाना :- **विप्लाल जोषी, मायादेवी गा.पा.-५**

२ _____, वडा जनप्रतिनिधि

मिति :- **२०७९/०४/३१**

३ **महेन्द्र पाल**, स्थानिया

महेन्द्र

यो सम्झौता पत्र कसैको करकाप तथा बलजफती बिना पारदर्शी ढंगले लुम्बिनी संस्कृतिक नगरपालिका वडा नं
 ...१०. कार्यालय र जग्गा छनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

संस्था स्वतन्त्र पक्षीय व्याक्तिको नाम तथा दस्तखत: **राम देवतासु तेली - राम देवतासु**

स्वैच्छिक जग्गा दान- पत्र

रूपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १० खगे म
 आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने यस टर्मिनल पहुँच बाटो र मोगलहा मसिना अधिवारी
 भैसहिया सडक सौको कार्यान्वयनका क्रममा मलाई पर्ने सक्ने क्षति र त्यस बापत क्षतिपूर्ति दावी गर्न पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथा यसै पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्तरावलीका
 लागी मैले रूपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १० स्थित मेरो नाउमा रहेको क्षेत्रफल
 स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साविक मध्यवर्ती कित्ता नं. - ५५ मा उल्लेख गरेको जग्गा जग्गा मध्ये
 निर्माण हुन लागेको २४३.९६६६ स्वामि मात्र रहेको उल्लेख गर्न चाहन्छु । यो पनि उल्लेख गर्न चाहन्छु/ चाहन्छौ
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाको स्वामित्वको जग्गा जग्गा मध्ये ९८.०९ प्रतिशत मात्र पर्ने
 आउने छ । म/हामी यो पनि घोषणा गर्दछु/ गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रुख, बाट बिस्वा आदी को
 क्षतिपूर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कुनैले जग्गा मिचेर वा सुकुम्बासीहरूको समेत दावी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/ गर्दछौ ।

क्षतिको किसिम	संख्या/परिमाण	कित्ता/दर/रुख/संख्या	रहेको जग्गा क्षेत्रफल	कैफियत
जग्गा: रोपनी/विघा/स्वामि	१	- ५५	४२.६४	
घर: रोपनी/विघा/स्वामि	-	-	-	
रुख/बाट	-	-	-	

यो सिलसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहवरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनश्च, मैले नगरपालिका तथा सम्बन्धित आयोजनाका अधिकारीहरू समेत
 कुनैको करकाप, डरधम्कि एवं बलजपती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादाताको सही

१. विनोद कर्णार, वडा जनप्रतिनिधि

पूरा नाम, ठेगाना :- आर.एल.आई.पि. भु.सं. नं. १-१०

२. सन्जु पासी, वडा जनप्रतिनिधि

मिति :- २०७१/०४/२९

३. महेन्द्र पाल, स्थानिय

यो सम्झौता पत्र कुनैको करकाप तथा बलजपती बिना पारदर्शिता हुगले लुम्बिनी संस्कृतिक नगरपालिका वडा नं.
 १० कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

तेश्रो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत: राम देवास केली -

राम देवास

स्वैच्छिक जग्गा दान- पत्र

रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १० बस्ने म
त्रिजोशी लोख लाई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने बस टर्मिनल पहुँच बाटो र मोगलछा मसिना अधियारी
 भैरहिया सडक सोको कार्यान्वयनका क्रममा मलाई पर्ने क्षति र त्यस बापत क्षतिपूर्ति दावी गर्न पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यसै पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्तरान्तीका
 लागी मैले रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १० स्थित मेरो गाउँमा रहेको क्षेत्रफल
 स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साविक मकुदती कित्ता नं. ८२८, ८२६ मा उल्लेख गरेको जग्गा जग्गा मध्ये
 निर्माण हुन लागेको १२२५.२२८ स्वामि मात्र रहेको उल्लेख गर्ने चाहन्छु । यो पनि उल्लेख गर्ने चाहन्छु/ चाहन्छौ
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जग्गा जग्गा मध्ये ३ प्रतिशत मात्र पर्ने
 आउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रूख, बाँट चिरुवा आदी को
 क्षतिपूर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कसैले जग्गा भित्र वा सुकुम्बासीहरूको समेत दावी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौ ।

क्षतिको किसिम	संख्या/परिमाण	कित्ता/दर/रूख/संख्या	रहेको जग्गा क्षेत्रफल	कैफियत
जग्गा: रोपनी/विघा/स्वामि	३	८२८, ८२६, ८२६ (२०६.५४८)+(३३८.६३२)+ (२०६.५४८)	(१६.२८+ १२.१२+ १२.२)= ४६.६	
घर: रोपनी/विघा/स्वामि	-			
रूख/बाँट	-			

यहि सिलसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहवरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनस्व, मैले नगरपालिका तथा सम्बन्धित आयोजनाका अधिकारीहरू समेत
 कसैको करकाप, डरधमिक एवं बलजफती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादाताको सही

१ वितोय कहां....., वडा जनप्रतिनिधि

पूरा नाम, ठेगाना :- त्रिजोशी लोख, भु.सं. न.प-१०

२ सन्जु पाखी....., वडा जनप्रतिनिधि

मिति :- २०८१/०५/३१.....

३ महेबा पाल....., स्थानिया

सन्जु
महेबा

यो सम्झौता पत्र कसैको करकाप तथा बलजफती बिना परदर्शि हुगले लुम्बिनी संस्कृतिक नगरपालिका वडा नं
१० कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

तेस्रो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत: राम बेलस तेली-

राम बेलस तेली

स्वैच्छिक जग्गा दान- पत्र

रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १०, वस्ति म
रामवेलास तैली साई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने यस टर्मिनल पहुँच बाटो र मोगलहा मसिना अधिचारी
 भेसहिया सडक सोको कार्यान्वयनका क्रममा मलाई पत्र सज्जे क्षति र त्यस बापत क्षतिपूर्ति दावी गर्न पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यसै पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्तरोन्नतीका
 लागि मैले रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १०, स्थित मेरो नाउँमा रहेको क्षेत्रफल
 स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साबिक मधुपानी कित्ता नं. ३९९ मा उल्लेख गरेको जग्गा जग्गा मध्ये
 निर्माण हुन लागेको ४०६:३४८ स्वामि मात्र रहेको उल्लेख गर्न चाहन्छु । यो पनि उल्लेख गर्न चाहन्छु/ चाहन्छौ
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वाभित्तको जग्गा जग्गा मध्ये १२:६६ प्रतिशत मात्र पर्ने
 आउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रूख, बाटो चिह्न आदी को
 क्षतिपूर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कसैले जग्गा मिचेर वा सुकुम्बासीहरूको समेत दावी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौ ।

क्षतिको विवरण	संख्या/परिमाण	कित्ता/दर/रूख/संख्या	रहेको जग्गा क्षेत्रफल	कीफायत
जग्गा: रोपनी/विघा/स्वामि	१	३९९	२१.४८	
घर: रोपनी/विघा/स्वामि	-	-	-	
रूख/बाटो	-	-	-	

पहि सिलसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहबरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनस्व, मैले नगरपालिका तथा सम्बन्धि आयोजनाका अधिकारीहरू समेत
 क्रमको करकाप, इरधम्मिक एवं वलजपती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादाताको सही

१. दिनेश कहां, वडा जनप्रतिनिधि

पूरा नाम, ठेगाना :- रामवेलास तैली, लुम्बिनी नं. १०

२. सन्जु पासी, वडा जनप्रतिनिधि

मिति :- २०८१/०५/३१

३. महेष् पात्र, स्थानिया

सन्जु
महेष्

यो सम्मति पत्र कसैको करकाप तथा वलजपती बिना परदर्शि हुँदा लुम्बिनी संस्कृतिक नगरपालिका वडा नं.
१० कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

लेखी स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत: राम वेलास तैली -

रामवेलास

स्वैच्छिक जग्गा दान- पत्र

स्पन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १० वस्ने स
विनोद कर्होर साई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने बस टर्मिनल पहुँच वाटो र मोगलहा मसिना अधिवारी
 भैरहिया सडक सोको कार्यान्वयनका क्रममा मलाई पार्न सक्ने क्षति र त्यस बापत क्षतिपूर्ति दावी गर्ने पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यही पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्तरोन्नतीका
 लागि मैले स्पन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १०, स्थित मेरो नाउँमा रहेको क्षेत्रफल
 स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साविक मुख्यपती कित्ता नं. : ५५ मा उल्लेख गरेको जग्गा जग्गा मध्ये
 निर्माण हुन लागेको ८४५.२६४ स्वामि मात्र रहेको उल्लेख गर्ने चाहन्छु । यो पनि उल्लेख गर्ने चाहन्छु/ चाहन्छौ
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जग्गा जग्गा मध्ये ११.१६ प्रतिशत मात्र पर्ने
 आउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रूख, बाटो बिरुवा आदी को
 क्षतिपूर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कसैले जग्गा मिचेर वा मुकुम्बासीहरूको समेत दावी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनासाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौ ।

क्षतिको किसिम	संख्या/परिमाण	कित्ता/दर/रूख/संख्या	रहेको जग्गा क्षेत्रफल	कैफियत
जग्गा: रोपनी/विघा/स्वामि	१	- ५५	५४.२	
घर: रोपनी/विघा/स्वामि	-	-	-	
रूख/बाटो	-	-	-	

यदि सिलसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहवरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनरुप, मैले नगरपालिका तथा सम्बन्धि आयोजनाका अधिकारीहरू समेत
 कसैको करकाप, डरधमक एवं बलजफती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादाताको सही

१ विनोद कर्होर....., वडा जनप्रतिनिधि

पूरा नाम, ठेगाना :- विनोद कर्होर लु.सं.नं.०१-१०

२ सुनु पासी....., वडा जनप्रतिनिधि

मिति :- २०७१/०५/३१.....

३ महेन्द्र पाल....., स्थानिया

सुनु
महेन्द्र

यो सम्झौता पत्र कसैको करकाप तथा बलजफती बिना पारदर्शिता हुगत्ने लुम्बिनी संस्कृतिक नगरपालिका वडा नं.
 १० कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

तथो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत: राम वेलास तेम्सी -

राम वेलास

स्वैच्छिक जग्गा दान- पत्र

रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १०. वार्ड नं. १०. साई लुम्बिनी संस्कृतिक नगरपालिकामा यु.आर.एल.आई.पि. (URLIP) आर्गोजना अन्तर्गत निर्माण हुने बस टर्मिनल पहुँच याटो र मोगलहा मरिना अधिचारी भैरहिया सडक सोको कार्यान्वयनका क्रममा मलाई पत्र राखेर क्षति र त्यस बापत क्षतिपूर्ति दावी गर्न पाउने अधिकार म सुरक्षित रहेको भन्ने जानकारी उपनयन गराएको तथ्य यही पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्तरान्तीका लागी मैले रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १०. स्थित मेरो नाउँमा रहेको क्षेत्रफल स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा रहेको साविक कित्ता नं. ११४२ मा उल्लेख गरेको जम्मा जग्गा मध्ये निर्माण हुन लागेको ४९४.८२४ स्वामि मात्र रहेको उल्लेख गर्न चाहन्छु । यो पनि उल्लेख गर्न चाहन्छु/ चाहन्छौ कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जम्मा जग्गा मध्ये ६४३ प्रतिशत मात्र पत्र आउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रूख, बाँट बिरुवा आदी को क्षतिपूर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कुनै जग्गा मिचेर वा सुकुम्बासीहरूको समेत दावी नरहेको र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौ ।

क्षतिको किसिम	संख्या/परिमाण	कित्ता/दर/रूख/संख्या	रहेको जम्मा क्षेत्रफल	कैफियत
जग्गा: रोपनी/विघा/स्वामि	१	११४२	२२.३२	
घर: रोपनी/विघा/स्वामि	—	—	—	
रूख/बाँट	—	—	—	

यदि सिलसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहवरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनस्व, मैले नगरपालिका तथा सम्बन्धित आयोजनाका अधिकारीहरू समेत कसैको करकाप, डरधम्कि एवं बलजफती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित गर्दछु ।

साक्षिहरू

जग्गावालाको सही

१. विनोद कट्टा, वडा जनप्रतिनिधि

पूरा नाम, ठेगाना :- सुप्रीव प्रसाद मादव सुर्खेत नं- १०

२. सन्जु पासी, वडा जनप्रतिनिधि

मिति :- २०८१/०५/३१

३. महेश पाल, स्थानिया

यो सम्मतिता पत्र कुनैको करकाप तथा बलजफती बिना पारदर्शिता ढंगले लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १० कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

तथ्यो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत :- राम देवरास तेह्री

राम देवरास

स्वैच्छिक जग्गा दान- पत्र

रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १०, अर्न्तर्गत म
सुश्रीव प्रसाद मादव साई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने बस टर्मिनल पहुँच बाटो र मोगलहा मसिना अधिवारी
 भैरहिया सडक सोको कार्यान्वयनका क्रममा मलाई पर्ने राख्ने क्षति र त्यस बापत क्षतिपूर्ति दावी गर्न पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यही पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्तरान्तीका
 लागी मैले रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १०, स्थित मेरो नाउँमा रहेको क्षेत्रफल
 स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साविक मयुवती कित्ता नं. ३९२ मा उल्लेख गरेको जग्गा जग्गा मध्ये
 निर्माण हुन लागेको ६६.६२६ स्वामि मात्र रहेको उल्लेख गर्न चाहन्छु । यो पनि उल्लेख गर्न चाहन्छु/ चाहन्छी
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जग्गा जग्गा मध्ये १५.२६ प्रतिशत मात्र पर्ने
 आउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछी कि प्रदान गरिएको जग्गा भित्र रहेको रुख, चोट चिरुवा आदी को
 क्षतिपूर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कुनै जग्गा मिचेर वा मुकुम्बासीहरूको समेत दावी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछी ।

क्षतिको किसिम	संख्या/परिमाण	कित्ता/दर/रुख/संख्या	रहेको जग्गा क्षेत्रफल	कैफियत
जग्गा: रोपनी/विघा/स्वामि	१	३९२	१३.०५	
घर: रोपनी/विघा/स्वामि	—	—	—	
रुख/चोट	—	—	—	

यदि मिलिसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहवरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनस्व, मैले नगरपालिका तथा सम्बन्धित आयोजनाका अधिकारीहरू समेत
 कसैको करकाप, डरघम्वि एवं बलजफती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादाताको सही

१. वेनोद झा, वडा जनप्रतिनिधि

पूरा नाम, ठेगाना :- सुश्रीव प्रसाद मादव, लु. सं. २०७-१०

२. सन्जु पासी, वडा जनप्रतिनिधि

मिति :- २०७९/०८/२९

३. महेश पाल, स्थानिय

यो सम्झौता पत्र कसैको करकाप तथा बलजफती बिना पारदर्शित हुने लुम्बिनी संस्कृतिक नगरपालिका वडा नं.
१० कार्यालय र जग्गा धनी बीच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

लेख्यो न्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत: राम देवास तेली - राष्ट्रविकास

स्वैच्छिक जग्गा दान- पत्र

रुपन्देही जिल्ला लुम्बिनी सांस्कृतिक नगरपालिका वडा नं १० वस्ति नं
बिबा बि.क माई लुम्बिनी सांस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने बस टर्मिनल पहुँच बाटो र भोगलहा मसिना अधिवारी
 भैरहिया सडक सोको कार्यान्वयनका क्रममा मलाई पर्ने सक्ने क्षति र त्यस बापत क्षतिपूर्ति दावी गर्न पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यसै पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्तरोन्नीकरण
 लागी मैले रुपन्देही जिल्ला लुम्बिनी सांस्कृतिक नगरपालिका वडा नं १०, स्थित मेरो माउमा रहेको क्षेत्रफल
 स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साविक मधुवती कित्ता नं. ३०४ मा उल्लेख गरेको जग्गा जग्गा मध्ये
 निर्माण हुन लागेको ४४.६२८ रुम्बा मि मात्र रहेको उल्लेख गर्न चाहन्छु । यो पनि उल्लेख गर्न चाहन्छु चाहन्छु
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जग्गा जग्गा मध्ये ४४.६२८ प्रतिशत मात्र पर्ने
 आउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रुख, बाटो बिरुवा आदी को
 क्षतिपूर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कुनैसँग जग्गा मिचेर वा सुकुम्बासीहरूको समेत दावी नरहेको
 र यो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्मान्यतालाई अनुरोध गर्दछु/गर्दछौ ।

क्षतिको विवरण	संख्या/परिमाण	कित्ता/दर/रुख/संख्या	रहेको जग्गा क्षेत्रफल	कैफियत
जग्गा रोपनी/विघा/रुम्बा मि	१	३०४	६.२६	
घर रोपनी/विघा/रुम्बा मि	-	-	-	-
रुख/बाटो	-	-	-	-

यदि सिलसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहवरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत साक्षिहरू गरिदिएको छु । पुनस्तः, मैले नगरपालिका तथा सम्बन्धि आयोजनाका अधिकारीहरू समेत
 कसैको करकाप, डरधम्कि एवं बलजफती बिना यो मन्जुरीनामा/प्रमाण पत्र साक्षिहरू/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादालाको सही बिबा बि.क

१ विनोद कर्ण, वडा जनप्रतिनिधि

पूरा नाम, ठेगाना :- बिबा बि.क, लु.सं. नं. १०

२ सन्तु णसी, वडा जनप्रतिनिधि

मिति :- २०८१/०५/३१

३ महेश पाल, स्थानिया

महेश

यो सम्झौता पत्र कुनैको करकाप तथा बलजफती बिना पारदर्शित ढंगले लुम्बिनी सांस्कृतिक नगरपालिका वडा नं
१० कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

तेश्रो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत: राम देवास तेली -

राम देवास

स्वैच्छिक जग्गा दान- पत्र

रूपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं १०, वस्ने म
त्रिवेणी प्रसाद खोकी साई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने बस टर्मिनस पहुँच बाटो र प्रोगलहा मसिना अप्रियारी
 भैसहिया सडक सौको कार्यन्वयनका क्रममा मलाई पर्ने सक्ने क्षति र त्यस बापत क्षतिपुर्ति दावी गर्न पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथा यसै पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्वरोन्नीका
 लागी मैले रूपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं १०, स्थित मेरो नाउँमा रहेको क्षेत्रफल
 ... स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साविक किता नं. ६४२ मा उल्लेख गरेको जग्गा जग्गा मध्ये
 निर्माण हुन लागेको २११.६४२ स्वामि मात्र रहेको उल्लेख गर्ने चाहन्छु । यो पनि उल्लेख गर्ने चाहन्छु/ चाहन्छौ
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जग्गा जग्गा मध्ये २३.८३ प्रतिशत मात्र पर्ने
 आउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रूख, चोट थिरुवा आदी को
 क्षतिपुर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कुनै जग्गा भित्र वा सुकुम्बासीहरूको समेत दावी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौ ।

क्षतिको किसिम	संख्या/परिमाण	किता/दर/रूख/संख्या	रहेको जग्गा क्षेत्रफल	कैफियत
जग्गा: रोपनी/विघा/स्वामि	१	६४२	२०.४४	
घर: रोपनी/विघा/स्वामि	-	-	-	
रूख/चोट	-	-	-	

यदि सिलसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहबरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनरुच, मैले नगरपालिका तथा सम्बन्धि आयोजनाका अधिकारीहरू समेत
 कसैको करकाप, डरधम्कि एवं बलजफती बिना यो भन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादाताको सही

१ विनीय कहां, वडा जनप्रतिनिधि

पूरा नाम, ठेगाना :- त्रिवेणी प्रसाद खोकी, बु.सं. नं. १-१०

२ सन्जु पासी, वडा जनप्रतिनिधि

मिति :- २०८१/०४/२१

३ महेन्द्र पास, स्थानिया

महेन्द्र

यो सम्मतीता पत्र कसैको करकाप तथा बलजफती बिना पारदर्शित हुने लुम्बिनी संस्कृतिक नगरपालिका वडा नं
१० कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

नेत्रो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत:

राम देवरास तेली - राम देवरास

स्वैच्छिक जग्गा दान- पत्र

सम्बन्धी जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १०, घरने म
 सिद्धि प्रसाद चौधरी साई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने बस टर्मिनल पहुँच वाटो र भोगलहा मसिना अधिवारी
 भैरहिया सडक सोको कार्यान्वयनका क्रममा मलाई पत्र सफे क्षति र त्यस बापत क्षतिपुर्ति दावी गर्न पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यसै पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्तरोन्तीका
 लागी मैले सम्बन्धी जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १०, स्थित मेरो नाउमा रहेको क्षेत्रफल
 ७००..... स्क्वा.मि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साबिक किता नं. ७५८..... मा उल्लेख गरेको जग्गा जग्गा मध्ये
 निर्माण हुन लागेको ५६४.६१९... स्क्वा.मि मात्र रहेको उल्लेख गर्न चाहन्छु । यो पनि उल्लेख गर्न चाहन्छु/ चाहन्छौं
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जग्गा जग्गा मध्ये १५.२२..... प्रतिशत मात्र पत्र
 आउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौं कि प्रदान गरिएको जग्गा भित्र रहेको रूख, बोट विरूवा आदी को
 क्षतिपुर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कसैले जग्गा भित्र वा सुकुम्बासीहरूको समेत दावी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौं ।

क्षतिको किसिम	संख्या/परिमाण	किता/दर/रूख/संख्या	रहेको जग्गा क्षेत्रफल	कैफियत
जग्गा: रोपनी/विधा/स्क्वा.मि	१	७५८	७०.४४०	
घर: रोपनी/विधा/स्क्वा.मि	-	-	-	
रूख/बोट	-	-	-	

यदि मिलिसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहवरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वल्प दस्तखत सहिछाप गरिदिएको छु । पुनस्व, मैले नगरपालिका तथा सम्बन्धित आयोजनाका अधिकारीहरू समेत
 करको करकाप, डरधम्मि एवं वलजपती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादाताको सही

१. विनोद शर्मा, वडा जनप्रतिनिधि

पूरा नाम, ठेगाना : सिद्धि प्रसाद चौधरी, नु.सं. २-१०-१०

२. सन्जु पासी, वडा जनप्रतिनिधि

सन्जु

मिति : २०७५/०५/२९

३. महेश पाल, स्थानिया

महेश

यो सम्झौता पत्र कसैको करकाप तथा वलजपती बिना पारदर्शित हुँदा लुम्बिनी संस्कृतिक नगरपालिका वडा नं.
 १०, कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

तेश्रो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत : राम देवास तेली - राम देवास

स्वैच्छिक जग्गा दान- पत्र

रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १० यसै म
 त्रिवेणी प्रसाद चौधरी लाई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने बस टर्मिनल पहुँच वाटो र मोगलहा मसिना अधियाती
 भैसहिया सडक सोको कार्यान्वयनका क्रममा मलाई पर्न सक्ने क्षति र त्यस बापत क्षतिपुर्ति दावी गर्न पाउने अधिकार
 म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यसै पत्रद्वारा प्रमाणित गर्दछु । यस सडकको स्तरोन्तीका
 लागी मैले रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं. १०, स्थित मेरो नाउँमा रहेको क्षेत्रफल
 ७०..... स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा मेरो नाममा
 रहेको साविक किता नं. ७५८ मा उल्लेख गरेको जग्गा जग्गा मध्ये
 निर्माण हुन लागेको ५६४.६१९... स्वामि मात्र रहेको उल्लेख गर्न चाहन्छु । यो पनि उल्लेख गर्न चाहन्छु/ चाहन्छौ
 कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जग्गा जग्गा मध्ये प्रतिशत मात्र पर्न
 आउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रूख, बोट विरूवा आदी को
 क्षतिपुर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कसैले जग्गा मिचेर वा सुकुम्बासीहरूको समेत दावी नरहेको
 र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौ ।

क्षतिको किसिम	संख्या/परिमाण	किता/वर/रूख/संख्या	रहेको जग्गा क्षेत्रफल	कैफियत
जग्गा: रोपनी/विघा/स्वामि	१	७५८	७०.८४०	
घर: रोपनी/विघा/स्वामि	—	—	—	
रूख/बोट	—	—	—	

यहि सिलसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहबरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनरुच, मैले नगरपालिका तथा सम्बन्धि आयोजनाका अधिकारीहरू समेत
 कसैको करकाप, डरधम्कि एवं बलजफती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादाताको सती

१. वितोद कर्ण, वडा जनप्रतिनिधि

पूरा नाम, ठेगाना :- त्रिवेणी प्रसाद चौधरी, रु.सं.न.पा-१०

२. सन्तु पासी, वडा जनप्रतिनिधि

सन्तु

मिति :- २०७२/१०/२९

३. महेश पाल, स्थानिया

महेश

यो सम्झौता पत्र कसैको करकाप तथा बलजफती बिना पारदर्शित ढंगले लुम्बिनी संस्कृतिक नगरपालिका वडा नं.
 १०, कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

तथो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत:

वाम देवास तेली -

राम देवास

स्वैच्छिक जग्गा दान- पत्र

रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं ०७ वस्ने म
मैनुद्दिन जकीर लाई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने बस टर्मिनल पहुँच वाटो र
 मोगलहा/मसिना/अधियारी/भैसहिया सडक, सोको कार्यान्वयनका क्रममा मलाई पर्ने सक्ने क्षति र त्यस बापत क्षतिपूर्ति
 दावी गर्न पाउने अधिकार म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यसै पत्रद्वारा प्रमाणित गर्दछु । यस
 सडकको स्तरोन्तीका लागी मैले रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं ०७ स्थित मेरो चाहमा
 रहेको क्षेत्रफल २२.२९ स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । यसै प्रदान गरेको जग्गा
 मेरो नाममा रहेको साविक १४५५ कित्ता नं. १४५५ मा उल्लेख गरेको जम्मा जग्गा
 मध्ये निर्माण हुन लागेको १६०.७२ स्वामि मात्र रहेको उल्लेख गर्न चाहन्छु । यो पनि उल्लेख गर्न चाहन्छु/
 चाहन्छु कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जम्मा जग्गा मध्ये ३.२३ प्रतिशत
 मात्र पर्ने आउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रूख, बोट धिरुवा
 आदी को क्षतिपूर्ति दावी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कुसैले जग्गा मिचेर वा सुकुम्वासीहरूको समेत दावी
 नरहेको र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौ ।

क्षतिको किसिम	संख्या/परिमाण	कित्ता/दर/रूख/संख्या	रहेको जम्मा क्षेत्रफल	कैफियत
जग्गा: रोपनी/विघा/स्वामि	१	१४५५	२.२९	
घर: रोपनी/विघा/स्वामि	-	-	-	
रूख/बोट	-	-	-	

यहि सिलसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहवरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनस्च, मैले नगरपालिका तथा सम्बन्धि आयोजनाका अधिकारीहरू समेत
 कसैको करकाप, ढरधमिक एवं बलजफती बिना यो मन्जुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादाताको सही

मैनुद्दिन जकीर

१. पुत्र बादव, वडा जनप्रतिनिधि(अध्यक्ष)

पूरा नाम, ठेगाना :- मैनुद्दिन जकीर

मोहम्मद कासिम

२. तारामति हरिजन, वडा जनप्रतिनिधि(सदस्य) तारामती मिति :- २०८१/१२/१२

३. योगेन्द्र प्रसाद वर्गाह, स्थानिया

यो सम्मौता पत्र कसैको करकाप तथा बलजफती बिना पारदर्शी ढंगले लुम्बिनी संस्कृतिक नगरपालिका वडा नं.

११ कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

तेश्रो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत: विसम्भर प्रसाद गुप्ता विसम्भर प्रसाद गुप्ता

स्वैच्छिक जग्गा दान- पत्र

रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं ०७ वस्ने म
राम किसुन यादव लाई लुम्बिनी संस्कृतिक नगरपालिकामा
 यु.आर.एल.आई.पि. (URLIP) आयोजना अन्तर्गत निर्माण हुने बस टर्मिनल पहुँच बाटो र
 मोगलहा/मसिना/अधियारी/भैरहिया सडक, सोको कार्यान्वयनका क्रममा मलाई पर्ने सक्ने क्षति र त्यस बापत क्षतिपुर्ति
 दाबी गर्न पाउने अधिकार म सुरक्षित रहेको भन्ने जानकारी उपलब्ध गराएको तथ्य यसै पत्रद्वारा प्रमाणित गर्दछु । यस
 सडकको स्तरोन्तीका लागि मैले रुपन्देही जिल्ला लुम्बिनी संस्कृतिक नगरपालिका वडा नं ०७ स्थित मेरो नाउँमा
 रहेको क्षेत्रफल २२९.० स्वामि जग्गा स्वैच्छिक प्रदान गरेको कुरा सुनिश्चित गर्दछु । मैले प्रदान गरेको जग्गा
 मेरो नाममा रहेको साविक कित्ता नं. ३९ मा उल्लेख गरेको जम्मा जग्गा
 मध्ये निर्माण हुन लागेको १०१.४८४ स्वामि मात्र रहेको उल्लेख गर्न चाहन्छु । यो पनि उल्लेख गर्न चाहन्छु/
 चाहन्छु कि उल्लेखित परिमाणको जग्गा दान गर्दा मेरो/ हाम्रो स्वामित्वको जम्मा जग्गा मध्ये १.९६ प्रतिशत
 मात्र पर्ने आउने छ । म/हामी यो पनि घोषणा गर्दछु/गर्दछौ कि प्रदान गरिएको जग्गा भित्र रहेको रूख, बोट बिरुवा
 आदी को क्षतिपुर्ति दाबी गर्ने छैन साथै दान गरेको जग्गा क्षेत्र भित्र कसैले जग्गा मिचेर वा सुकुम्बासीहरूको समेत दाबी
 नरहेको र सो जग्गा मेरो तर्फबाट यस आयोजनालाई उपहार स्वरूप ग्रहण गरिदिन सम्बन्धितलाई अनुरोध गर्दछु/गर्दछौ
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क्षतिको विवरण	संख्या/परिमाण	कित्ता/दर/रूख/संख्या	रहेको जम्मा क्षेत्रफल	कैफियत
जग्गा: रोपनी/विघा/स्वामि	१	- ९९	२०.०	
घर: रोपनी/विघा/स्वामि	-	-	-	
रूख/बोट	-	-	-	

यहि सिलसिलामा यो दस्तावेज निम्न साक्षिहरूको रोहवरमा मैले जग्गा स्वैच्छिक दान गरेको हो भन्ने प्रमाण
 स्वरूप दस्तखत सहिछाप गरिदिएको छु । पुनस्च, मैले नगरपालिका तथा सम्बन्धि आयोजनाका अधिकारीहरू समेत
 कसैको करकाप, डरधम्कि एवं बलजफती बिना यो मन्तुरीनामा/प्रमाण पत्र सहिछाप/दस्तखत गरि दिएको प्रमाणित
 गर्दछु ।

साक्षिहरू

जग्गादाताको सही

ध्रुव यादव, वडा जनप्रतिनिधि(अध्यक्ष)

पूरा नाम/ठेगाना :- राम किसुन यादव, भैरहिया

तारामती मिति :- २०८१/१२/१२
 १ तारामती हरिजन, वडा जनप्रतिनिधि(सदस्य)
 २ योगेश यादव
 ३ योगेन्द्र प्रसाद वर्गाह, स्थानिया

यो सम्मतौता पत्र कसैको करकाप तथा बलजफती बिना पारदर्शी ढंगले लुम्बिनी संस्कृतिक नगरपालिका वडा नं.

११ कार्यालय र जग्गा धनी बिच सम्पन्न भएको हो भनी प्रमाणित गर्दछु ।

तेश्रो स्वतन्त्र पक्षीय व्यक्तिको नाम तथा दस्तखत: विसम्भर प्रसाद गुप्ता