

Section 8: Particular Conditions of Contract

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Part A – Contract Data

Ref. GCC	Subject	Data
1.1.2.2 and 1.3	Employer's name and address	Bihar State Road Development Corporation Ltd. RCD Mechanical Workshop Campus, (Near Patna Airport), Sheikhpura, Patna -800014, Bihar, INDIA
1.1.2.4 and 1.3	Engineer's name and address	To be notified later
1.1.2.11	Bank's name	Asian Development Bank (ADB)
1.1.2.12	Borrower's name	India
1.1.3.3	Time for completion	821 days
1.1.3.7	Defects notification period	1095 days.
1.1.5.6	Sections	As defined in annexure-1 – Part A (Particular Conditions of Contract)
1.3	Electronic transmission systems	Facsimile and email
1.4	Governing law	The law of India
1.4	Ruling language	English
1.4	Language for communications	English
2.1	Time for access to the site	For each section Time for Access to site is defined as per Annexure-1 to part-A to Particular Conditions of Contract.
3.1(B)(ii)	Engineer's duties and authority	Variations resulting in an increase/decrease in the Accepted Contract Amount shall require approval of the Employer.
4.2	Performance security	The performance security will be in the form of an unconditional bank guarantee in the amount of 5 % of the Accepted Contract Amount issued by a reputable bank located outside India, or a reputable local bank including scheduled or nationalized banks, in the format included in Section 9 (Contract Forms). If the institution issuing the security is located outside India, it shall have a correspondent financial institution located in India to make it enforceable. The

		Performance Security shall be denominated in the currency/ies stated in the bid of the successful bidder.
4.8 (b)	Safety Procedures	<p>At the end, add the following:</p> <p>“In particular, the Contractor is responsible for providing site workers with safe and healthy working conditions and establish an operating system to prevent accidents, injuries, and disease.”</p>
4.18	Protection of the Environment	<p>At the end add the following paragraphs:</p> <p>“ The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations.</p> <p>The Contractor shall also comply with all reasonable requests of the national and local authorities responsible for enforcing environmental controls.</p> <p>Within 28 days of the Commencement Date the Contractor shall submit a detailed Site Specific Environmental Management Plan (SSEMP) for the Engineer’s no objection showing how he/she intends to comply with environmental laws and regulations and other specific requirements prescribed in the Contract, addressing all the monitoring and mitigation measures set forth in the Environmental Impact Assessment (“EIA”) and the Environmental Management Plan (“EMP”) of the project attached in Section 6- Employer’s Requirements. Work shall not commence on the Site until the no objection of SSEMP has been obtained from the Engineer and is being implemented. Such acceptance by the Engineer shall not relieve the Contractor of any of his obligations or responsibilities under the Contract.</p> <p>The Contractor shall (a) establish an operational system for managing environmental impacts, (b) comply with the approved SSEMP and any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor the implementation of the project EMP through the SSEMP, (c) allocate the budget required to ensure that such measures, requirements and actions are carried out, (d) submit semi-annual reports on the compliance of such measures to the Employer.</p> <p>Where unanticipated environmental risks or impacts become apparent during the Contract, the Contractor is required to update the SSEMP to outline the potential impacts to site works and associated mitigation measures for the Engineer’s</p>

		approval.”
6.5	Normal working hours	8 hrs per day and 6 days a week (total of 48 hrs per week) as per Labor law of the Country.
6.7	Health and Safety	<p>After the first paragraph, add the following:</p> <p>“ The Contractor is responsible for establishment of preventive and emergency preparedness and response measures to avoid, and where avoidance is not possible, to minimize, adverse impacts and risks of the construction site work to the health and safety of local communities.</p> <p>Within 28 days of the Commencement Date the Contractor shall submit a detailed Site Specific Health and Safety Management Plan (SSHSM) for the Engineer’s no objection showing how he/she intends to comply with the local Health and Safety laws and regulations and other specific requirements prescribed in the Contract, taking into account the Supplementary Information in Section 6- Employer’s Requirements. Work shall not commence on the Site until the confirmation of no objection of the SSHSM has been obtained from the Engineer and is being implemented. Such confirmation of no objection by the Engineer shall not relieve the Contractor of any of his/her obligations or responsibilities under the Contract.</p> <p>Where unanticipated health and safety hazards or risks become apparent during the Contract, the Contractor is required to update the SSHSM to outline the potential impacts to site works and associated mitigation measures for the Engineer’s no objection.</p> <p>The Contractor shall comply with the approved SSHSM and any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor the implementation of the project EMP through the SSHSM.</p> <p>In particular, the Contractor is required to provide all personnel on site including Employer’s Personnel and visitors with personal protective equipment, including protection for feet (safety boots), head, eyes, ears (safety helmets) and hands, etc. , in accordance with the Contractor’s SSHSM. The Contractor should ensure that his Subcontractors comply with the SSHSM and provide all such necessary equipment to their personnel.</p>

		<p>The Contractor shall bear the costs to ensure that such measures, requirements and actions are carried out.</p> <p>The Contractor shall submit semi-annual reports on the compliance of such measures to the Employer.”</p> <p>Add after the third paragraph the following:</p> <p>“In the event of a significant injury involving medical treatment or hospitalization and fatal accident the Contractor shall notify the Engineer immediately by verbal communication and submit a formal report as soon as practicable after its occurrence. For all accidents, whether fatal or not, the Contractor shall also notify the appropriate local authorities in accordance with the Laws of the Country.”</p>
6.25	Respectful Work Environment	<p>The following sentence shall apply:</p> <p>The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or subcontract, if any form of unethical or inappropriate behavior is identified.</p> <p>The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up-to-date record of its employees and Subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request.</p>
8.3	Programme	<p>Detailed Resource based work Programme be submitted in MS Project/ Primavera / or any Relevant Software within 28 days after receiving notice under subclause 8.1 of GCC. Whenever the previous programme becomes inconsistent with</p>

		targeted financial progress under Annexure-1, Part-A (PCC), the contractor shall submit a revised Resource based time Programme in MS Project.
8.7 and 14.15(b)	Delay damages for the Works	<p>0.05 % of the Accepted Contract Amount per day, in the currencies and proportions in which the Contract Price is payable.</p> <p>Delay damage imposed on the account of contractor's default shall be non-refundable.</p>
8.7	Maximum amount of delay damages	10 % of the Accepted Contract Amount.
11.1	Completion of Outstanding Work and Remedying Defects	Notified Outstanding work shall be completed within 84 days after issuing of Taking Over Certificate by the Engineer.
13.5(b)(ii)	Provisional Sums	13%
13.8	Adjustments for Changes in Cost	The Contract Price shall be adjustable during Contract Execution.
14.1	The Contract Price	<p>The following sentence under Clause 14.1 shall <u>not</u> apply:</p> <p><i>"Notwithstanding the provisions of sub-paragraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation."</i></p>
14.2	Total advance payment	<p>10 (Ten)% , Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable</p> <p>An interest free advance of 10 % (ten Percentage) in two equal installment of the Accepted Contract Amount in local currency, for mobilization. Second installment of the mobilization shall be released only after the submission of proof of full utilization of earlier received installment.**</p>

14.2(b)	Repayment amortization of advance payment	12.5% (Twelve and Half Percent). This payment will be totally adjusted prior to 90% of financial achievement or before the original completion time, otherwise interest @ applicable Bank rate +3% shall be imposed on the outstanding amount of mobilization advance.
14.3(c)	Percentage of retention	6 (Six) % of IPC
14.3(c)	Limit of Retention Money	5 (Five) % of the Accepted Contract Amount.
14.5(b)(i)	Plant and Materials	Not applicable
14.5(c)(i)		Plant and Materials for payment when delivered to the Site: Materials comprising of Steel, Cement, Aggregates, Sand, Bitumen and RCC Hume Pipes shall only be applicable.
14.6	Minimum Amount of Interim Payment Certificates	0.5% of Accepted Contract Amount

****** Acceptable documents as a proof of full utilization of 1st installment shall be the purchase invoices of new equipments/machineries/plants and expenditure made towards establishment of camp and laboratory

15.2	Termination by Employer	This sentence will apply as Subclause 15.2(g): (g) the Engineer gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with Subclause 8.2 (Time for Completion) and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Engineer;
15.6	Corrupt and Fraudulent Practices	The following sentence shall apply: For the purposes of this Subclause: ADB's Anticorruption Policy (1998, as amended to date) requires Borrowers (including beneficiaries of ADB-financed activity), as well as Contractors, Subcontractors, manufacturers, and Consultants under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB (a) defines, for the purposes of this provision, the terms set forth below as follows: (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) "fraudulent practice" means any act or

		<p>omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(v) “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;</p> <p>(vi) “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;</p> <p>(vii) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation, or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB’s contractual rights of audit or inspection or access to information; and</p> <p>(viii) “integrity violation” is any act, as defined under ADB’s Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (vii) above and the following: violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.</p> <p>(b) will reject a proposal for award if it determines</p>
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		<p>that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;</p> <p>(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and</p> <p>(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.</p> <p>All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:</p> <p>(a) being available to be interviewed and replying fully and truthfully to all questions asked;</p> <p>(b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;</p> <p>(c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;</p> <p>(d) cooperating with all reasonable requests to search or physically inspect their person and/or</p>
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¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

		<p>work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);</p> <p>(e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and</p> <p>(f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.</p> <p>All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors, and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.</p>
17.6	Maximum total liability of the Contractor to the Employer	The product of one time the Accepted Contract Amount.
18.1	Periods for submission of insurance: (a) evidence of insurance. (b) relevant policies	14 days 28 days
18.2(d)	Maximum amount of deductibles for insurance of the Employer's risks	Nil
18.3	Minimum amount of third party insurance	Rs. 500,000 (Five Hundred Thousand) per occurrence, with the no. of occurrences unlimited.
20.2	Date by which the Dispute Board shall be appointed	28 days after the commencement
20.2	The Dispute Board shall be comprised of	Three Members
20.2	List of potential Dispute Board sole members	None
20.3	Appointment (if not agreed) to be made by	Secretary General, Indian Road Congress, New Delhi, India.

20.6	Appointment of Arbitrators	The Arbitrator's appointment will be made by the Secretary General, Indian Road Congress, New Delhi, India.
20.6 (a)	International Arbitration shall be administered by	International arbitration shall be (i) administered by: the Singapore International Arbitration Centre (SIAC) (ii) conducted in accordance with the rules of : SIAC
20.6	Place of Arbitration	The place of arbitration shall be a neutral place mutually agreed by the parties

ANNEXURE – 1 PART – A (PARTICULAR CONDITIONS OF CONTRACT)

Time of Completion of whole stretch – 821 Days

Summary of Sections of the Works

Improvement/Upgradation, Widening and Strengthening of Amba-Deo-Madanpur Road (SH-101) under Civil work contract Package No. BSHP-III(Phase-2)/ Pkg.-8/SH-101

Sl. No.	Section Name/Description (Sub - Clause 1.1.5.6)	Time for access to the site (Sub-Clause2.1)	Time for Completion (Sub - Clause 1.1.3.3)
1	Section-1 KM 0.000 to KM 16.000 (Length- 16 km)	Within 28 Days from the date of Signing of the Contract Agreement	821 Days
2	Section-2 KM 16.000 to KM 32.471 (Length 16.471 km)	Within 240 Days from the date of Signing of the Contract Agreement	

Summary of Progress targets:

Section or Whole Work	Time from Date of Commencement	Progress Target (Financial)	Amount to be withheld in case of failure to achieve Progress Target
Improvement/Upgradation, Widening and Strengthening of Amba-Deo-Madanpur Road (SH-101) under Civil work contract Package No. BSHP-III(Phase-2)/ Pkg.-8/SH-101, Total Length – 32.471 Km	180 Days	5%	10% of the difference in Target and achievement
	240 Days	10%	
	300 Days	15%	
	450 Days	30%	
	540 Days	50%	
	690 Days	75%	
	821 Days	100%	

1. If any extension of time (Sub-Clause -8.4) is granted, the summary of progress targets shall be revised in the same proportion for the extended time and balance Financial Target and in case of failure to achieve this revised Progress/Financial Target. Amount to be withheld shall be 10% of the difference in Revised Target and achievement.
2. Resource based work Programme of Financial targets vis- a-viz allocated time as mentioned in the summary of progress target shall be submitted in MS Project/ Primavera / Relevant Software program under Sub-Clause- 8.3. The same shall also be applicable in case of extended time of completion. Engineer shall issue the notice to the contractor if the contractor does not comply accordingly.

SECTION 8 - PARTICULAR CONDITIONS OF CONTRACT

PART B – SPECIFIC PROVISIONS

Sub-Clause 1.5: Priority of Documents

Insert “(d) Addenda Nos. if any” after serial no. (c), Correct serial no. “(d)” to “(i)” as serial no. “(e)” to “(j)”.

Sub-Clause 1.6: Contract Agreement

At the end of the Sub-Clause add the following:

“The submission of acceptable Performance Security pursuant to Sub-Clause 4.2 is, *inter-alia*, a pre-requisite for entering into the Contract Agreement”

Sub-Clause 3.1: Engineer’s Duties and Authority

Add the followings point (E) & (F) after point (D) in Para Four for which Employer's specific approval is also required:

- " (E) Sub-Clause 4.4: approving the subcontracting of the works ; and .
- (F) Sub-Clause 8.4: approving any extension of contractual time limits

Sub-Clause 4.1: Contractor’s General Obligations

Add the following three paras at the end of Sub-Clause 4.1:

The Contractor shall be required to carry out a total station survey, taking 'L' Section and Cross Sections at every 50 m interval and submit the data to the Engineer for finalization of Centre Line and Finished Road Levels (FRL). Once the Centre Line and the FRLs are finalized and approved by the Engineer for a certain part of the road, the Contractor shall carry out the construction activity after doing an OGL survey with the help of Auto Level. The applicable cross section of the road and the details of structures shall be supplied to the Contractor in the form of "Good for construction Drawings ", however, if the contractor has any suggestion on that, he may send the same to the Engineer with proper reasoning. The decision of the Engineer as regard to finality of "Good for Construction Drawing" shall be binding on the contractor. The Contractor shall also check the accuracy of all permanent and temporary bench marks available on the site. If any discrepancy is noted by the Contractor, the same shall be reported to the Engineer and shall be corrected in consultation with the Engineer. The cost of all survey work including construction of bench marks, etc. shall be deemed to have been included in the rates/ prices of various items quoted by the Contractor in the Bill of Quantities.

The detailed designs of major/medium bridges shall be done by the contractor or shall be got proof checked from competent consultants/ institutions (in case they are supplied by the Engineer). The Contractor shall also carry out all Investigations for the purpose of Cross Checking the adequacy of founding levels for different structures. The cost of all such investigations shall be deemed to have been included in the respective rates/ prices quoted by the Contractor in the Bill of Quantities.

Design of the bridges done by the contractor shall be required to be approved by the Engineer prior to the execution.

On completion of the Works, the Contractor shall arrange to furnish to the Employer two (2) bound sets and two sets in soft copies (CDs) of all "As built" drawings for every component of the Works at his own cost, all such copies being on Polyester film of quality to be approved by the Engineer or his Representative. The Taking Over Certificate of the Works, as per the provisions of Clause 10 herein, shall not be issued by the Engineer in the event of the Contractor's failure to furnish the aforesaid "As built" drawings for the entire Works.

The Contractor shall deputize at least his Project Manager or Senior Site Representative to attend all the periodic review meetings notified by the Engineer."

Sub Clause 4.4: Subcontractors

Replace the words "the whole" in the first line by the words "more than 50%"

Sub-Clause 4.12: Unforeseeable Physical Conditions

Add the following para at the end

"In addition to notice of any unforeseeable physical conditions, the Contractor shall provide the Engineer with a written notice of any unanticipated environmental or resettlement risks or impacts that arise during construction, implementation or operation of the Plant or Permanent Works, which were not considered in the environmental management plan as provided in Section 6".

Sub-Clause 4.13: Rights of Way and Facilities

Add the following para at the end

"The Contractor shall comply with (i) the measures and requirements relevant to the Contractor which are set forth in the Resettlement Plan ("RP") attached hereto as Appendix-A, to the extent it concerns impacts on affected people during construction; and (ii) any corrective or preventive actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the resettlement plan.

The Contractor shall allocate a budget for compliance with these measures, requirements and actions."

Sub-Clause 4.16: Transport of Goods

Add the following para at the end as para (d)

"The Contractor shall adequately record the condition of roads, agricultural land and other infrastructure prior to the start of transporting materials, goods and equipment, and construction."

Sub-Clause 4.18: Protection of the Environment

Add the following para at the end of the sub-clause in 4.18:

" The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations.

The Contractor shall also comply with all reasonable requests of the national and local authorities responsible for enforcing environmental controls.

Within 28 days of the Commencement Date the Contractor shall submit a detailed Site Specific Environmental Management Plan (SSEMP) for the Engineer's no objection showing how he/she intends to comply with environmental laws and regulations and other specific requirements prescribed in the Contract, addressing all the monitoring and mitigation measures set forth in the Environmental Impact Assessment ("EIA") and the Environmental Management Plan ("EMP") of the project attached in Section 6- Employer's Requirements. Work shall not commence on the Site until the no objection of SSEMP has been obtained from the Engineer and is being implemented. Such acceptance by the Engineer shall not relieve the Contractor of any of his obligations or responsibilities under the Contract.

The Contractor shall (a) establish an operational system for managing environmental impacts, (b) comply with the approved SSEMP and any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor the implementation of the project EMP through the SSEMP, (c) allocate the budget required to ensure that such measures, requirements and actions are carried out, (d) submit semi-annual reports on the compliance of such measures to the Employer.

Where unanticipated environmental risks or impacts become apparent during the Contract, the Contractor is required to update the SSEMP to outline the potential impacts to site works and associated mitigation measures for the Engineer's approval."

Sub-Clause 4.20: Employer's Equipment and Free-issue Materials.

This sub-Clause is replaced as below: "No Equipment or material shall be issued to the Contractor by the Employer for the execution of works."

Sub-Clause 4.21: Progress Reports.

Add the following at the end of the sub-paragraph as

- (i) Monitoring of the obligations in Sub-Clauses 4.18, 6.1, 6.4, 6.7, 6.20 and 6.21

Sub-Clause 6.1: Engagement of Staff and Labour

Add the following para at the end of Sub-Clause 6.1:

"The Contractor and his Subcontractors shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights, including without limiting the foregoing, the laws and regulations set forth in Annexure A and A-1.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

The Contractor shall be responsible for observance by his Subcontractors of the provisions of the sub-clause 6.4.

Sub Clause 6.7 Health and Safety

Add the following para after First para:

The Contractor is responsible for establishment of preventive and emergency preparedness and response measures to avoid, and where avoidance is not possible, to minimize, adverse impacts and risks of the construction site work to the health and safety of local communities.

Within 28 days of the Commencement Date the Contractor shall submit a detailed Site Specific Health and Safety Management Plan (SSHSMP) for the Engineer's no objection showing how he/she intends to comply with the local Health and Safety laws and regulations and other specific requirements prescribed in the Contract, taking into account the Supplementary Information in Section 6- Employer's Requirements. Work shall not commence on the Site until the confirmation of no objection of the SSHSMP has been obtained from the Engineer and is being implemented. Such confirmation of no objection by the Engineer shall not relive the Contractor of any of his/her obligations or responsibilities under the Contract.

Where unanticipated health and safety hazards or risks become apparent during the Contract, the Contractor is required to update the SSHSMP to outline the potential impacts to site works and associated mitigation measures for the Engineer's no objection.

The Contractor shall comply with the approved SSHSMP and any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor the implementation of the project EMP through the SSHSMP.

In particular, the Contractor is required to provide all personnel on site including Employer's Personnel and visitors with personal protective equipment, including protection for feet (safety boots), head, eyes, ears (safety helmets) and hands, etc. , in accordance with the Contractor's SSHSMP. The Contractor should ensure that his Subcontractors comply with the SSHSMP and provide all such necessary equipment to their personnel.

The Contractor shall bear the costs to ensure that such measures, requirements and actions are carried out.

The Contractor shall submit semi-annual reports on the compliance of such measures to the Employer."

Add after the third paragraph the following:

"In the event of a significant injury involving medical treatment or hospitalization and fatal accident the Contractor shall notify the Engineer immediately by verbal communication and submit a formal report as soon as practicable after its occurrence. For all accidents, whether fatal or not, the Contractor shall also notify the appropriate local authorities in accordance with the Laws of the Country.

Sub-Clause 6.21: Child labour

Add the following para at the end

"'Child' means a child below the statutory minimum age of 14 years under applicable national, provincial or law of India."

Sub-Clause 8.1: Commencement of Works

Sub-Clause 8.1(d): *Delete subparagraph (d) of GCC 8.1 and replace with:*

- (a) receipt by the Contractor of the first instalment of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor. If however the Contractor does not submit the advance payment guarantee for the first

installment in accordance with Sub-Clause 14.2 [Advance Payment] within 28 days after receiving the Letter of Acceptance, the conditions precedent for the Commencement of Works as provided in this sub-paragraph (d) is deemed to have been fulfilled.

(b) Sub-Clause 8.2: Time for Completion

Add the following para at the end of Sub-Clause 8.2

The Contractor shall also meet the Progress Target fixed under Sub-sections defined in the Contract data.

Sub-Clause 8.3: Programme

Add the following new paragraph at the end of Sub-Clause 8.3:

"The Contractor shall, at least 14 days in advance of his programmed commencement of each item of work, furnish for the Engineer's consent, the methodology he intends to adopt for executing the item, providing full details of the method of working, equipment to be deployed, process to be controlled and measures to be adopted for ensuring quality of construction and safety."

Sub-Clause 11.2: Cost of Remedying Defects

Add the following para at the end

"Upon the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition as recorded by the Contractor in consonance with its obligation in Clause 4.16."

Sub-Clause 12.3: Evaluation

Replace sub-para a (ii) as follows:

"(a) (ii) the quantity of the item provided for in the Bill of Quantities accounts for more than 2 % of the Accepted Contract Amount."

Sub-Clause 13.8: Adjustment for changes in Cost

Delete Sub-Clause 13.8 in its entirety and substitute the following:

Sub Clause 13.8.1: Price Adjustment

The amounts payable to the Contractor and valued at base rates and prices pursuant to Sub Clause 14.3 hereof shall be adjusted in respect of the rise or fall in the indexed costs for labour, Contractors Equipment and Plant, materials and other inputs to the Works, by the addition or subtraction of the amounts determined by the formulae prescribed in this Clause.

Sub Clause 13.8.2: Other Changes in Cost

To the extent that full compensation for any rise or fall in the costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

Sub-Clause 13.8.3: Adjustment For Change in Cost

A) Variation of Price Local Labour

The Contract Price will be subjected to adjustment on account of variations in the cost of labour. The adjustment will be made according to the formula given below:

$$V1 = \frac{0.85 \text{ RI x (C- C}_0\text{) x L}}{C_0}$$

Where, V1= Variation in price on account of local labour during the period under consideration.

C₀= Base Cost Index related to the General Consumer Price Index for *industrial workers for the[Munger, Jamalpur) in the State of Bihar]*, published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called “CPI”) at the time specified in para (F) hereinafter.

C= Current Cost Index related to the General Consumer Price Index for *industrial workers for the the[Munger, Jamalpur) in the State of Bihar]*, released by the above mentioned agency at the time specified in para (F) hereinafter.

L= A factor of 0.2 (zero point two) representing component of all local labour costs in the Contract Price including overheads, benefits, amenities etc.

RI= Value of the work done during the period under consideration and payable in non convertible Indian Rupee Currency at the base rates and prices as applicable under the Contract.

B) Variation of Price General Materials

The Contract Price will be subjected to adjustment on account of general variation of prices of all materials other than specifically provided in Sub Clause 13.10 hereinafter. The adjustment will be made according to the formula given below:

$$V2 = \frac{0.85 \text{ RI x (I - I}_0\text{) x G}}{I_0}$$

Where, V2= Variation in price on account of general variation of prices of all materials other than specifically provided in Sub Clause 13.10 hereinafter.

I₀= Base Cost Index corresponding to the Wholesale Price in India (for all commodities) (Base latest available) released by the Economic Adviser, Ministry of Industry, Government of India, at the time specified in para (F) hereinafter.

I= Current Cost Index corresponding to the Wholesale Price in India (for all commodities) for the period under consideration (Base latest available) released by the same agency at the time specified in para (F) hereinafter.

G= Factor 0.36 (zero point three six) representing component of all materials other than specifically provided elsewhere in the Contract Price.

RI= Value of the Work done during the period under consideration and payable in non convertible Indian Rupee Currency, at the base rates and prices as applicable under the Contract.

C) Variation of Price POL

The Contract Price will be subjected to adjustment on account of variation of prices of POL (Petroleum, Oil and Lubricants). The adjustment will be made according to the formula given below:

$$V3 = \frac{0.85 \text{ RI} \times (P - P_0) \times Q}{P_0}$$

Where, V3= Variation in price on account of POL during the period under consideration.

P₀= Base Price of HSD (High Speed Diesel) is ex-refinery price excluding all taxes from the nearest refinery of the Works site, at the time specified in para (F) hereinafter.

P= Current Price of HSD is ex-refinery price excluding all taxes from the nearest refinery of the Works site, at the time specified in para (F) hereinafter.

Q= Factor of 0.07 (zero point zero seven) representing the component of POL in the Contract Price.

RI= Value of the Work done during the period under consideration and payable in non convertible Indian Rupee Currency, at the base rates and prices as applicable under the Contract.

D) Price Adjustment for Plant and Equipment:

Price adjustment for increase or decrease in the cost of constructional plant shall be paid in accordance with the following formula:

$$V4 = \frac{0.85 \text{ RI} \times (M - M_0) \times E}{M_0}$$

Where, V4= Increase or decrease in the cost of work price of usage or due to changes in rates of constructional plant, during the quarter under consideration.

M₀= Base Cost Index for *Manufacture of machinery for mining, quarrying and construction* in wholesale price in India (Base latest available) released by the Economic Adviser, Ministry of Industry, Government of India, at the time specified in para (F) hereinafter.

M= Current Cost Index numbers of wholesale prices in India for *Manufacture of machinery for mining, quarrying and construction* in wholesale price in India (Base latest available) released by the Economic Adviser, Ministry of Industry, Government of India, at the time specified in para (F) hereinafter.

RI= Value of Work done during the period under consideration and payable in non convertible India Rupee Currency at the base rates and price as applicable under the Contract.

E= Factor of 0.05 (zero point zero five) representing the aspect of equipment usage in the contract price.

E) Variation of Price - Foreign Inputs, NIL

F) Base, Current and Provisional Indices

The base cost indices or prices shall be those ruling on the date 28 days prior to the closing date for the submission of bids. Current indices or prices shall be those ruling on the date 28 (twenty-eight) days prior to the last day of the period to which a particular Interim Payment Certificate is related. If, at any time the current officially published or relevant proxy indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

G) Price Adjustment

The Price Adjustment shall be evaluated for the relevant date of each Interim Payment Certificate submitted by the Contractor pursuant to Sub Clause 14.3 using the weighting prescribed in this Sub Clause and the related current and base cost indices, subject to any changes or corrections made in accordance with para (F) of this Sub Clause.

H) The Adjustable Amount

The adjustable amount of each Interim Payment Certificate shall be the difference between (i) the amount which, in the opinion of the Engineer, shall be due to the Contractor pursuant to Sub Clause 14.3 (before deducting retentions) including the amount at base rates and prices of the scheduled work carried out and Day works (unless otherwise adjusted) but excluding the value of materials on site, and (ii) the amounts calculated in (i) above and included in the last preceding Interim Payment Certificate issued by the Engineer. The adjustable amount shall exclude payments to nominated sub contractors and any other amounts based upon actual cost or current prices.

I) The Adjusted Amount

The adjusted amount of each Payment Certificate shall be determined by applying the Price Adjustment to the adjustable amount, and shall become payable to the Contractor in accordance with the provisions of Clause 14 subject to any deductions there from for retention money, liquidated damages and any other monies due to the Employer from the Contractor including the recovery of mobilization advances, if any.

J) Adjustment after Completion

If the Contractor shall fail to complete the Works within the time for completion under Sub Clause 8.2, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Clause 8.4 the above provision shall apply only to adjustments made after the expiry of such extension of time.

K) Price Adjustment for Bitumen Component

Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V5 = \frac{0.85 \text{ RI x (B - B}_0\text{) x C}}{B_0}$$

Where, V5= Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.

B₀= Base cost indices is ex-refinery price excluding all taxes at the nearest refinery, prevailing on the relevant date applicable for adjustment to the Contract Price, as specified in para (F) hereinabove .

B= Current indices is ex. refinery price excluding all taxes at the nearest refinery, prevailing on the relevant date applicable for adjustment to the Contract Price, as specified in para (F) hereinabove .

RI= Value of Work done during the period under consideration and payable in nonconvertible India Rupee Currency at the base rates and price as applicable under the Contract.

C= Factor of 0.16 (zero point one six) representing the aspect of bitumen usage in the contract price.

L) Price Adjustment for Steel Component

Price adjustment for increase or decrease in the cost of Steel shall be paid in accordance with the following formula:

$$V6 = \frac{0.85 \text{ RI} \times (S - S_0) \times C}{S_0}$$

Where, V6= Increase or decrease in the cost of work during the month under consideration due to changes in rates for steel.

S₀= Base cost index for *MS Bright Bars* correspond to wholesale price in India (Base latest available) released by Ministry of Industrial Development, Govt. of India at the time specified in para (F) hereinabove

S= Current cost index for *MS Bright Bars* correspond to wholesale price in India (Base latest available) released by Ministry of Industrial Development, Govt. of India at the time specified in para (F) hereinabove

RI= Value of Work done during the period under consideration and payable in nonconvertible India Rupee Currency at the base rates and price as applicable under the Contract.

C= Factor of 0.09 (zero point zero nine) representing the aspect of steel usage in the contract price.

M) Price Adjustment of Cement Component

Price adjustment for increase or decrease in the cost of Cement shall be paid in accordance with the following formula:

$$V7 = \frac{0.85 \text{ RI} \times (C - C_0) \times Q}{C_0}$$

Where, V7= Increase or decrease in the cost of work during the month under consideration due to changes in rates for Cement.

C₀= Base cost index for *Ordinary Portland Cement* correspond to wholesale price in India (Base latest available) released by Ministry of Industrial Development, Govt. of India at the time specified in para (F) hereinabove

C= Current cost index for *Ordinary Portland Cement* correspond to wholesale price in India (Base latest available) released by Ministry of Industrial Development, Govt. of India at the time specified in para (F) hereinabove

RI= Value of Work done during the period under consideration and payable in nonconvertible India Rupee Currency at the base rates and price as applicable under the Contract.

Q= Factor of 0.07 (zero point zero seven) representing the aspect of cement usage in the contract price.

Add the following new Sub-Clauses 13.9 and 13.10 after Sub-Clause 13.8

Sub-Clause 13.9: Sources of Indices

The sources of those indices not stated in Sub-Clause 13.8 shall be as listed in the Contract Data, as approved by the Engineer.

Sub Clause 13.10: Exemption from Price Adjustment

The following items shall not be included in the price adjustment calculation:

- (a) Liquidated damages;
- (b) Retention withheld and released;
- (c) Advance payments in the form of loans and their repayments;

Sub-Clause 14.2: Advance Payment

Delete the text of Sub-para 14.2 (a) and substitute with following:

"(a) Deduction shall commence in the next interim payment certificate, after receiving the first installment of advance, excluding the advance payments and deductions and repayments of retentions,"

Sub-Clause 14.3 (c): Application for Interim Payment Certificates

Add the following text in the last

"Once the limit of retention money is reached, the retention money so deducted from the IPC can be replaced by a Bank Guarantee of an equivalent amount valid for the required period. In case of taking over certificate is issued then it shall be dealt as per clause 14.9 of GCC.

Sub-Clause 15.4: Payment after Termination

The words in the first sentence "After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer may:" may read as "After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Performance Security of the Contractor shall be forfeited and the Employer may:"

Sub Clause 20.2 Appointment of the Dispute Board

The following text in para one is substituted by

Disputes shall be referred to a DB (Constituted for this purpose by following the Standard stipulated rules including conflict of interest) for decision in accordance with Sub-Clause 20.4

[Obtaining Dispute Board's Decision]. The Parties shall appoint a DB by the date stated in the Contract Data.

Add the following new Clauses 21, 22 and 23:

Clause 21: Taxation

Sub-Clause 21.1: Foreign Taxation

The prices bid by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the contractor's equipment, plant, materials and supplies to be used on or furnished under the Contract, and on the services performed under the Contract.

Sub-Clause 21.2: Local Taxation

The Price bid by the Contractor shall be exclusive of Goods & Services Tax (GST) but including all other taxes if any that may be levied in accordance to the laws and regulations in being as of the date 28 days prior to the closing date for submission of bids in India on the Contractor's equipment, plant, materials and supplies (permanent, temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. No excise duties exemption shall be payable. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Employer's country on profits made by him in respect of the Contract.

Sub-Clause 21.4: Advance Deduction of Taxes

Advance deduction of taxes shall be made from each Interim Payment Certificate in accordance with the relevant provisions of all prevailing Acts and Regulations.

Sub-Clause 22: Maintenance of Right of Way

Throughout the period of the Contract, the Contractor shall at all times maintain public vehicular access along the right-of-way and from the right-of-way to all public and private access and land, as exists immediately prior to his commencement of the works, on the entire stretch of the Project Road. Maintenance shall be all weather proofed quality.

No separate payment for the same shall be given to the contractor.

Sub-Clause 23: Procurement of Materials including Stone Aggregates

It shall be the responsibility of the Contractor to select the source and provide the materials conforming to the specification and approved by the Engineer, its availability and carriage on the site. No claim on account of any lead, whatever may be including mode of transportation for its carriage shall be entertained and payable to the contractor.

ANNEXURE A

(Reference Clause 6)

- (a) The Contractor shall, at all times during the continuance of the Contract, comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re enactment of State and Central Government and other local authorities and any other enactments, notifications and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Schemes made under the same Act and also Labour Regulations mentioned in Annexure A to Section III, Health and Sanitary Arrangement for Workmen, insurance and other benefits and shall keep the Employer indemnified in case any action is commenced by competent authorities for contravention by the Contractor. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non observance of the provisions stipulated henceforth on the part of the Contractor, the Engineer shall have the right to deduct from any moneys due to the Contractor, his amount of Performance Security or recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer. Provided, however, the Employer shall have no other responsibility in connection with the employees of the Contractor, who shall, in no case, be treated as the employees of the Employer at any time.

Fair Wages

- (b) The Contractor shall pay the laborers engaged by him on the Works not less than a fair wage, which expression shall mean, whether for time or piecework, the respective rates of wages fixed by the Public Works Department as fair wages for the area payable to the different categories of laborers or those notified under the Minimum Wages Act for corresponding employees of the Employer, whichever may be higher.
- (c) The Contractor shall, notwithstanding the provisions of a contract to the contrary, cause to be paid a fair wage to laborers indirectly engaged on the Works, including any labour engaged by sub contractors in connection with the said Works as if the laborer had been directly employed by him.

Notices

- (d) The Contractor shall, before he commences the work, display, and correctly maintain, in a clean and legible condition at a conspicuous place on the Site, notices in English and in a language spoken by the majority of the workers, stating therein the rates of wages, which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Engineer.

Wages Records

- (e) The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and as per the requirements of the Employer/ Engineer and the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other authorized person appointed by the Central or State Government and the same shall include the following particulars of each worker:

- i. *Name, Worker's number and grade;*
- ii. *Rate of daily or monthly wage;*

- iii. *Nature of work on which employed;*
 - iv. *Total number of days worked during each wage period;*
 - v. *Total amount payable for the work during each wage period;*
 - vi. *All deductions made from the wage with details in each case of the grounds for which the deduction is made; and*
 - vii. *Wages actually paid for each wage period.*
- (f) **The Contractor shall provide a Wage Slip for each worker employed on the Works.**
- (g) **The Wage records and Wage Slips shall be preserved for at least 12 months after the last entry.**

Inspection of Wage Records

- (h) The Contractor shall allow inspection of the aforesaid Wage Records and Wage Slips to the Engineer and to any of his employees or to his agent at a convenient time and place after due notice is received, or to the Employer or any other person authorized by him on his behalf.
- (i) The Employer, the Engineer or any other person authorized by them on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair Wages Clause. He shall also have the power to investigate any complaint regarding any default made by the Contractor or sub contractor in regard to such provision.
- (j) The Employer shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non payment of the aforesaid fair wage, except on account of any deductions that may be permissible under any law for the time being in force.
- (k) (i) A workman shall be entitled to be represented in any investigation or enquiry under this Clause by:
- (a) An officer of a registered Trade Union of which he is a member.
 - (b) An officer of a federation of Trade Unions to which the Trade Union referred to in the previous sub clause is affiliated.
 - (c)
 - (i) Where the worker is not a member of any registered Trade Union, by an officer of a registered Trade Union connected with or by any other workmen employed in the industry in which the worker is employed.
 - (ii) The Contractor or sub contractor shall be entitled to be represented in any investigation or enquiry under this Clause by an officer of an Association of Employers of which he is member.
 - (iii) No party shall be represented by a legal practitioner in any investigation or enquiry under this Clause, unless all parties agree otherwise.

Safety Provisions

- (l) The Contractor shall comply with all the precautions as required for the safety of the workmen by the I.L.O Convention No. 62 as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances such as safety goggles, helmets, masks, etc. to the workmen and the staff.
- (i) Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except for such short period work as can be done safely from ladders. When a ladder is used, an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot holds and hand holds shall be provided on the ladder, which shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal in 1 vertical).
- (ii) Scaffolding or staging more than 3.25 metres above the ground or floor, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the support or structure.
- (iii) Working platforms, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if the height of any platform or gangway or stairway is more than 3.25 metres above ground level or floor level, it shall have closely spaced boards, have adequate width and be suitably provided with guard rails as described in (ii) above.
- (iv) Every opening in the floor of a structure or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of one metre.
- (v) Safe means of access and egress shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length. The width between side rails in a rung ladder shall in no case be less than 30 cm for ladders up to and including 3 metres in length. For longer ladders the width shall be increased at least 6 mm for each additional 30 cm of length. Spacing of steps shall be uniform and shall not exceed 30 cm.
- (vi) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear the expenses of defending every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.
- (vii) Excavation and Trenching: All trenches, 1.5 metres or more in depth, shall at all times be supplied with at least one ladder for each 20 metres in length or fraction thereof. Ladders shall be extended from the bottom of the trench to at least 1 metre above the surface of the ground. The sides of a trench, which is 1.5 metres or more in depth shall be stepped back to provide a suitable slope, or be securely held by timber bracing so as to avoid the danger of side collapse. Excavated material shall not be placed within 1.5 metres of the edge of any trench or half the depth of the trench, whichever is more. Excavation shall be made from the top to the bottom. Under no circumstances shall undermining or undercutting be done.
- (viii) Demolition: Before any demolition work is commenced and also during the process of the work:

- A. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - B. No electric cable or apparatus, which is liable to be a source of danger other than a cable or apparatus used by operators, shall remain electrically charged:
 - C. All practical steps shall be taken to prevent danger to persons employed by the Employer, from risk of fire or explosion, or flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
- (ix) All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of such equipment by those concerned.
- A. Workers employed on mixing asphaltic materials, cement, lime mortars, concrete etc. shall be provided with protective footwear and protective goggles.
 - B. Those engaged in handling any material, which is injurious to the eyes, shall be provided with protective goggles.
 - C. Those engaged in welding works shall be provided with welder's protective eye shield.
 - D. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - E. When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that manhole covers are open and manholes are ventilated at least for an hour before workers are allowed to go into them. Manholes so open shall be cordoned off with suitable railing and provide warning signals or boards to prevent accidents to the public.
- (x) The Contractor shall not employ men below the age of 18 years and women, on the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions shall be taken:
- A. No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
 - B. Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
 - C. Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable workers to wash during and at the close of any day's work.
- (xi) When work is performed near any place where there is risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- (xii) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:
- (A) (i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order be regularly inspected and properly maintained.

- (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from defects.
- (B) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 shall be in charge of any hoisting machine including scaffold equipment. Only trained men over the age of 21 shall be permitted to give signals to such plant and appliance operators.
- (C) For every hoisting machine and every chain hook, shackle, swivel and pulley block used in hoisting, lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine or a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to in the paragraph above shall be loaded beyond safe working load except for the purpose of testing
- (D) In case of the Employer's machine, safe working load shall be notified by the Engineer or his Representative. As regards Contractor's machines, the Contractor shall notify safe working load of each machine to the Engineer or his Representative whenever he brings it to the site of work and get it verified by him.
- (xiii) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce the facilities shall be provided at or near places of work.
- (xv) These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work location. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.
- (xvi) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer or his Representative and the Inspecting Officer as defined in the Contractor's Labour Regulation mentioned hereafter in these Documents as Annexure A of Section III.
- (xvii) Notwithstanding anything contained in condition (i) to (xvi) above, the Contractor shall remain liable to comply with the provisions of all acts, rules, regulations and bylaws for the time being in force in India and applicable in this matter.
 - (a) The Contractor shall be responsible for observance, by his sub contractors, of the foregoing provisions.
 - (b) For work carried out in the vicinity of any wharf or quay, the Contractor shall abide by all the provisions of the Dock Workers (Safety, Health and Welfare) Scheme, 1961.

Footwear

The Contractor shall at his own expense provide footwear for all labour engaged on concrete mixing work and all other types of working involving the use of tar, cement, etc., to the satisfaction of the Engineer or his Representative, and on his failure to do so, the Employer shall be entitled to provide the same and recover the cost from the Contractor.

Local Labour

The Contractor is encouraged as far as possible to employ, in the execution of the Contract, qualified Indian citizens as workmen. Employment of expatriate personnel is subject to appropriate Indian laws and regulations. In case the Contractor wishes to employ expatriate personnel in any particular trade or skill required to execute the Contract, the Employer will assist the Contractor in obtaining permission for which the Contractor shall submit requisite data.

Model Rules for Labour Welfare

(i) Definitions:

(A) Workplace means a place at which, on an average, twenty or more workers are employed.

(B) Large workplace means a site at which, on an average, 250 or more workers are employed.

(ii) First Aid:

At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large work places, they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplaces, where hospital facilities are not available within easy distance of the Works, First Aid Posts shall be established and be run by a trained Compounder.

Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take an injured person or persons suddenly taken seriously ill, to the nearest hospital.

At every large workplace, there shall be provided and maintained an ambulance room containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose, the relevant provisions of the Factory Rules of the State Government of the area, where the work is carried on, may be taken as the prescribed standard.

(iii) Accommodation for Labour:

The Contractor shall during the progress of the work provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense to standards and scales approved by the Engineer.

(iv) Drinking Water:

In every workplace, there shall be provided and maintained at suitable places easily accessible to labour, a sufficient supply of cold water fit for drinking.

Where drinking water is obtained from an intermittent public water supply each workplace shall be provided with storage tanks where drinking water shall be stored.

Every water supply storage shall be at a distance of not less than 15 metres from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of any latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust proof and waterproof.

A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and opened only for cleaning or inspection, which shall be done at least once a month.

(v) Washing and Bathing Places:

Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained condition.

(vi) Scale of Accommodation in Latrines and Urinals:

There shall be provided within the precincts of every workplace, latrines and urinals in an accessible place, and the accommodation, separately for each for these, shall not be less than at the following scale:

No. of Seats

(a) Where number of persons does not exceed 50	2
(b) Where number of persons exceed 50 but does not exceed 100	3
(c) For additional persons per 100 or part thereof	3

In particular cases, the Engineer shall have the power to increase the requirement, wherever necessary.

(vii) Latrines and Urinals:

Except in workplaces provided with water flushed latrines connected with a water borne sewage system, all latrines shall be provided with dry earth system (receptacles) which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year.

If women are employed, separate latrines and urinals, screened from those for men and marked in the vernacular in conspicuous letters "For women only", shall be provided on the scale laid down in rule (vi). Those for men shall be similarly marked "For men only". A poster showing the figure of a man and a woman shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water, close to latrines and urinals.

(viii) Construction of Latrines:

Inside walls shall be constructed of masonry or other non absorbent material and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least a thatched roof.

(ix) Disposal of Excreta:

Unless otherwise arranged for by the local sanitary authority, arrangement for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by the local medical health and municipal or cantonment authorities. Alternatively, excreta may be disposed of by putting a layer of night soils at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).

The Contractor shall, at his own expense, carry out all instructions issued to him by the Engineer to effect proper disposal of soil and other conservancy work in respect of Contractor's work-purpose or employees on the site. The Contractor shall be responsible for payment of any charges, which may be levied by municipal or cantonment authority for execution of such work on his behalf.

(x) Provisions of shelters during rest:

At every workplace, there shall be provided, free of cost, four suitable sheds, two for meals and two others for rest, separately for use of men and women labour. The height of each shelter shall not be less than 3 metres from floor level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 sq.m. per head.

(xi) Crèches:

At a place at which 20 or more women are ordinarily employed, there shall be provided at least one hut for use of children under the age of 6 years belonging to such women. Huts shall not be constructed to a standard lower than that of thatched roof, mud floor and wall with wooden planks spread over mud floor and covered with matting.

Huts shall be provided with suitable and sufficient openings, for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two maidservants in attendance. Sanitary utensils shall be provided to the satisfaction of local medical, health a municipal or cantonment authorities. Use of huts shall be restricted to children, their attendants and mothers of children.

Where the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one hut and one maidservant to look after the children of women workers.

Size of crèche(s) shall vary according to the number of women workers employed.

Crèche(s) shall be properly maintained and necessary equipment like toys, etc. provided.

(xii) Canteen:

A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered necessary.

(xiii) Planning, siting and erection of the above mentioned structures shall be approved by the Engineer or his Representative and the whole of such temporary accommodation shall at all times during the progress of the Works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer or his Representative and at the Contractor's expense. The Contractor shall conform generally to sanitary requirements of local medical, health and municipal or cantonment authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the Site.

On completion of the Works, the whole of such temporary structures shall be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed off and the whole of the site left clean and tidy, at the Contractor's expense, to the entire satisfaction of the Engineer.

(xiv) Anti malarial precautions:

The Contractor shall, at his own expense, conform to all anti malarial instructions given to him by the Engineer, including filling up any borrow pits which may have been dug by him.

(xv) Awareness and Education of HIV/AIDS

The civil work contractors employed under the project are required to undertake an information and education campaign on sexually transmitted diseases and HIV/AIDS for construction.

(xvi) Child Labour Prohibition

The contractor shall not use child Labour for the highway construction and ancillary work.

(xvii) Enforcement:

Inspecting Officer mentioned in the Contractor's Labour Regulations or any other officer nominated on his behalf by the Engineer shall report to the Engineer all cases of failure on the part of the Contractor and/or his sub contractor to comply with the provisions of these rules either wholly or in part and the Engineer shall impose such fines and other penalties as are prescribed in the Conditions of Contract.

(xviii) Interpretations, etc.:

On any questions as to the application, interpretation or effect of these Rules, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.

(xix) Amendments:

The Employer may, from time to time, add to, or amend these Rules and issue such directions as it may be considered necessary for the proper implementation of these Rules or for the purpose of removing any difficulty, which may arise in the administration thereof.

Annexure A 1

(Reference Clause 6)

Contractor's Labour Regulations

Regulation 1: Definition

In these regulations, unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them:

(a) "Labour" means workers employed by a contractor directly, or indirectly, through a sub contractor, or by an agent on his behalf on a payment not less than that as per minimum wages act.

(b) "Wages" means wages, which shall include wages for a weekly day of rest and other allowances, whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighbourhood but shall not be less than the minimum rates of wages fixed under the Payment of the Minimum Wages Act;

(c) "Contractor" for the purpose of these regulations shall include an agent or sub contractor employing labour on the work taken on contract;

(d) "Inspecting Officer" means any Labour Enforcement Officer, or Assistant Labour Commissioner of the Chief Labour Commissioner's Organisation; and

(e) "Form" means a form appended to these Regulations.

Regulation 2: Notice of Commencement

The Contractor shall, within SEVEN days of commencement of the Works furnish in writing to the Inspecting Officer of the area concerned the following information.

a) Name and situation of the work;

b) Contractor's name and address;

- c) Particulars of the Department for which the work is undertaken;
- d) Name and address of sub contractors as and when they are appointed;
- e) Commencement and probable duration of the work;
- f) Number of workers employed and likely to be employed; and
- g) Fair wages for different categories of workers.

Regulation 3: Hours of Work and Weekly Day of Rest

1. Number of hours of work which shall constitute normal working day; The number of hours which shall constitute a normal working day for an adult shall be EIGHT hours. The working day of an adult worker shall be so arranged that, inclusive of intervals, if any, for rest, it shall not spread over more than twelve hours in one day. When an adult worker is made to work for more than eight hours on any day or for more than FORTY-EIGHT hours in a week, he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.

2. Weekly day of rest : Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day on one of the five days immediately before or after the rest day. Provided no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.

Note: The expression "ordinary rate of wages" means the fair wage the worker is entitled to.

Regulation 4: Display of Notice Regarding Wages, Weekly Day of Rest, etc.

The Contractor shall, before he commences the Works, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the Works, notices in English and in the local language, spoken by the majority of workers, stating the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notice to the Inspecting Officer.

Regulation 5: Fixation of Wage Periods

The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall normally exceed one week.

Regulation 6: Payment of Wages

- (i) wages due to every worker shall be paid to him direct. All wages should be paid in current coins or currency or in both.
- (ii) wages of every worker employed on the Contract shall be paid where the wage period is one week, within THREE days from the end of the wage period; and in any other case before the expiry of 7th day or 10th day from the end of the wage period depending on whether the number of workers does not exceed 1,000 or exceeds 1,000.
- (iii) when employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.

- (iv) payment of wages shall be made at the Work Site on a working day except when the work is completed before expiry of the wage period in which case final payment shall be made at the Work Site within 48 hours of the last working day and during normal time.

Note: The term "Working Day" means a day on which the work on which the labour is employed is in progress.

Regulation 7: Register of Workmen and Women

A register of workmen and women shall be maintained in the Form appended to the regulations and kept at the work site or as near to it as possible, and relevant particulars of every worker shall be entered therein within THREE days of their engagement.

Regulation 8: Employment Card

The Contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by a previous employer, the Contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment card shall again be endorsed by the Contractor and returned to the worker.

Regulation 9: Register of Wages, etc.

- (i) A Register of Wages cum Muster Roll in the Form appended to these regulations shall be maintained and kept at the Work Site or as near to it as possible.
- (ii) A wage slip in the Form appended to these regulations shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.

Regulation 10: Fines and Deduction, which may be made from Wages

- (i) Wages of a worker shall be paid to him without any deductions of any kind except the following:
- (a) fines;
 - (b) deductions for absence from duty; i.e., from the place of his employment where he is required to work. The amount of deduction shall be in proportion to the period for which he was absent;
 - (c) deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which is required to be accounted for, where such damage or loss is directly attributable to his neglect or default; and
 - (d) deduction for recovery of advances or for adjustment of overpayment of wages advance granted, being entered in a register; and
 - (e) any other deductions, which the Employer may from time to time, allow.
- (ii) No fines shall be imposed on any worker save in respect of such acts and omissions on his part which have been approved by the Chief Labour Commissioner.
- (iii) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fines which may be imposed in any one wage period of a worker shall not exceed an amount equal to 0.3% of the wages payable to him in respect of that wage period.

- (v) No fine imposed on a worker shall be recovered from him by instalments, or after expiry of sixty days from the date on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
- (vi) The Contractor shall maintain both in English and the Local language a list, approved by the Chief Labour Commissioner, clearly stating the acts and omissions for which penalty or fine may be imposed on a worker and display it in good condition in a conspicuous place on the Work Site.
- (vii) The Contractor shall maintain a register of fines and the register of deduction for damage or loss in the Forms appended to these regulations which should be kept at the place of Work.

Regulation 11 Register of Accidents

The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- a) Full particulars of any labourers who met with accident;
- b) Rate of Wages;
- c) Sex;
- d) Age;
- e) Nature of accident and cause of accident;
- f) Time and Date of accident;
- g) Date and Time when admitted to hospital;
- h) Date of Discharge from the hospital;
- j) Percentage of loss of earning capacity and disability as assessed by the medical officer;
- k) Claim required to be paid under Workman's Compensation Act;
- l) Date of Payment of compensation;
- m) Amount paid with details of the person to whom the compensation was paid;
- n) Authority by whom the compensation was assessed; and
- o) Remarks.

Regulation 12: Preservation of Register

The Register of workers and the Register of wages cum Master Roll required to be maintained under these regulations shall be preserved for 3 years after the date on which the last entry is made therein.

Regulation 13: Enforcement

The Inspecting Officer shall either on his own volition or on a complaint received by him carry out investigation, and send a report to the Engineer specifying the amounts representing Worker's Dues and amount of penalty to be imposed on the Contractor for breach of these regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reason therefore. It shall be obligatory on the part of the Engineer on receipt of such a report to deduct such amounts from payments due to the Contractor.

Regulation 14: Disposal of Amounts Recovered from the Contractor

The Engineer shall arrange payment to workers concerned within FORTY-FIVE days receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these regulations. In cases where there is an appeal, payment of workers dues shall be arranged by the Engineer wherever such payments arise, within THIRTY days from the date of receipt of the decision of the Regional Labour Commissioner (RLC).

Regulation 15: Welfare Fund

All moneys that are recovered by the Engineer by way of worker's dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of workers, etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Employer for such benefit and welfare of workers employed by the Contractor as the Engineer may deem fit.

Regulation 16: Appeal against decision of Inspecting Officer

Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision of the Regional Labour Commissioner concerned within THIRTY days from the date of the decision, forwarding simultaneously a copy of this appeal to the Engineer.

The decision of the Regional Labour Commissioner shall be final and binding upon the Contractor and the Workmen.

Regulation 17: Representation of Parties

(i) A Worker shall be entitled to be represented in any investigation of enquiry under these regulations by an officer of a registered trade union of which he is a member or by an officer of a Federation of Trade Unions to which the said trade union is affiliated or where the workman is not a member of any registered trade union by an officer of a registered trade union, connected with, or by any other workmen employed in the industry in which the worker is employed.

(ii) A contractor shall be entitled to be represented in any investigation or enquiry under these regulations by an officer of an association of contractors of which he is a member or by an officer of a Federation or association of contractors to which the said association is affiliated or by an officer of an association of employees connected with, or by any other employer engaged in the industry in which the contractor is engaged.

(iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations unless all parties agree otherwise.

Regulation 18: Inspecting of Books and other Documents

The Contractor shall allow inspection of the registers and other documents prescribed under these regulations by Inspecting Officers and the Engineer or his authorised Representative at any time and by the worker or his agent on receipt of due notice at a convenient time.

Regulation 19: Interpretation etc.

On any question as to the application, interpretation or effect of these regulations, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) as the case may be, shall be final and binding.

Regulation 20 :

Contractor shall encourage participation of women worker for work of unskilled labour at construction site.
Contractor shall engage women worker in works like-

"Cleaning drains, Manual loading/unloading embankment, sweeping before black topping and watering after wards. etc."

Regulation 21: Amendments

The Employer may from time to time, add to or amend these regulations and issue such directions as he may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

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REGISTRATION OF WORKMAN
(Regulation 7)

- 1) Name and address of the Contractor : _____
- 2) Number and Date of the Contract : _____
- 3) Name and address of the
Department awarding the Contract : _____
- 4) Nature of the Contract and Location
of the work : _____
- 5) Duration of the Contract : _____

Sl. No.	Name and surname of the worker	Age & sex	Father' s/ husband' s name	Nature of employment Designation	Permanent Home Address of Employee (Village, Distt, Thana)	Present Address	Date of commencement of employment	Date of termination or leaving of employment	Signature or thumb impression of the Employee	Remarks
1	2	3	4	5	6	7	8	9	10	11

EMPLOYMENT CARD
(Regulation 8)

- i) Name and Sex of the Worker : _____
- ii) Father's / Husband's Name : _____
- iii) Address : _____
- iv) Age or Date of Birth : _____
- v) Identification Marks : _____

Particulars of next of kin (wife/husband and children, if any, or of dependent next of kin in case the worker has no wife/ husband or child):

Name : _____

Full Address of Dependants : _____

(Specify Village, Distt and State) : _____

Sl.No.	Name and address of Employer (Specify whether a contractor or a sub- contractor)	Particulars of location of work site and description of work done	Total period for which the worker is employed (from ..to ...)	Actual number of days worked	Leave taken (No. of days should be specified)	Nature of work done by the worker	Wage period	Wage rate with particulars of unit rate in case of piece work	Total wages earned by the worker the period shown under	Remarks	Signature of the employer
1	2	3	4	5	6	7	8	9	10	11	12

N.B : For a worker employed at one time on piece work basis and at another on daily wages, relevant extra in respect of each type of employment should be made separately.

REGISTER OF WAGES CUM MUSTER ROLL**(Regulation 9 (i))**

- i) Name and Address of the Contractor : _____
- ii) No. & Date of the Contract : _____
- iii) Name and address of the Department
awarding the Contract : _____
- iv) Nature of the Contract and Location of the Work : _____
- v) Duration of the Contract : _____
- vi) Wage Period : _____

Fair Wages Payable	Wages Paid	Overtime worked	Deduction from wages
1	2	3	4

WAGE SLIP
(Regulation 9 (ii))

Name of Contractor:

Place:

1. Name of the Worker with father/Husband's Name
2. Nature of Employment
3. Wage Period
4. Rate of Wages Payable
5. Total attendance/ Unit of work done
6. Date (s) on which overtime worked
7. Overtime Wages
8. Gross Wages Payable
9. Total Deductions (including nature of deductions)
10. Net Wages Payable

Signature/Thumb Impression
of Contractor

Signature/Thumb Impression
of Employee

REGISTER OF FINES
(Regulation No.10 (vii))

Sl. No.	Name	Father's/ Husband's Name	Sex	Depart- ment	Nature and Date of the offence for which fine imposed	Whether workmen showed cause against fine or not, if so enter date	Rate of wages	Date and amount of fine posed	Date on which fine realised	Remarks
1	2	3	4	5	6	7	8	9	10	11

**REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE CORPORATION BY THE
NEGLECT OR DEFAULT OF THE EMPLOYED PERSONS**

Sl. No.	Name	Father' s/ Husband' s Name	Sex	Department	Damage or loss caused with date	Whether worker showed cause against deductions if so, enter details	Date of amount of deduction imposed	Number of instalment if any	Date on which total amount realised	Remarks
1	2	3	4	5	6	7	8	9	10	11

Part B – Specific Provisions

- Note -

Part B - Specific Provisions of the Particular Conditions of Contract are intended to address country, project, and contract specific requirements not covered by the General Conditions of Contract. Whoever drafts the specific provisions should be thoroughly familiar with the provisions of the General Conditions of Contract and with any specific requirements of the contract. Legal advice is recommended when amending provisions or drafting new ones.

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**APPENDIX-A
(RESETTLEMENT PLAN)**

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Section-8
Appendix-A
Resettlement Plan

March2022

IND: Bihar State Highways Project3 (Phase-2)
SH-101 (Amba – Deo – Madanpur Road)

Prepared by Bihar State Roads Development Corporation Limited (BSRDCL), Government of Bihar for the Asian Development Bank.

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CURRENCY EQUIVALENTS

(As of 31 December 2021)

Currency Unit	–	Indian Rupee (INR)
INR 1.00	=	0.013 USD
USD 1.00	=	INR 74.35

ABBREVIATIONS

ADB	–	Asian Development Bank
BSR	–	Basic Schedule of Rates
DC	–	District Collector
DP	–	Displaced person
EA	–	Executing Agency
GOI	–	Government of India
GRC	–	Grievance Redressal Committee
IA	–	Implementing Agency
IAY	–	Indira AawasYojana
IPP	–	Indigenous Peoples Plan
LA	–	Land acquisition
DLAO	–	District Land Acquisition Officer
RFCT in	–	The Right to Fair Compensation and Transparency in Land
LARR Act- 2013		Acquisition, Rehabilitation and Resettlement Act, 2013
LVC	–	Land Valuation Committee
MORTH	–	Ministry of Road Transport and Highways
NGO	–	Nongovernment organization
NRRP	–	National Rehabilitation and Resettlement Policy, 2007
PD	–	Project Director
PIU	–	Project implementation unit
R&R	–	Resettlement and rehabilitation
RO	–	Resettlement Officer
ROW	–	Right-of-way
RP	–	Resettlement plan
SC	–	Scheduled caste
SH	–	State highway
SPS	–	Safeguard Policy Statement
ST	–	Scheduled tribe

This Resettlement Plan(RP) is a document of the borrower. The views expressed herein do not necessarily represent those of ADB's Board of Directors, Management, or staff, and may be preliminary in nature.

In preparing any country program or strategy, financing any project, or by making any designation of or reference to a particular territory or geographic area in this document, the Asian Development Bank does not intend to make any judgments as to the legal or other status of any territory or area.

Glossary

Cut-off Date: For titleholders in case of land acquisition, the date of publication of preliminary notification for acquisition under section 11 of the RFCT in LARR Act – 2013, is treated as the cut-off date. In case of non-titleholders, the date of start of census survey is the cut-off date.

Displaced Persons: In the context of involuntary resettlement, displaced persons are those 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.

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.

Insignificant Impact: Where the impact on land is less than 10 percent of the total area or impact on structure is partial and does not required relocation.

Meaningful Consultation: A process that (i) begins early in the project preparation stage and is carried out on an ongoing basis throughout the project cycle; (ii) provides timely disclosure of relevant and adequate information that is understandable and readily accessible to affected people; (iii) is undertaken in an atmosphere free of intimidation or coercion; (iv) is gender inclusive and responsive, and tailored to the needs of disadvantaged and vulnerable groups; and (v) enables the incorporation of all relevant views of affected people and other stakeholders into decision making, such as project design, mitigation measures, the sharing of development benefits and opportunities, and implementation issues.

Physical Displacement: Relocation, loss of residential land, or loss of shelter 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.

Vulnerable groups: include below the poverty line, the landless, the elderly, women and children, and Indigenous Peoples, and those without legal title to land.

Significant Impact: Landowners losing shelter and required relocation or losing more than 10% of their productive assets.

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EXECUTIVE SUMMARY

A. Project Description

1. The Bihar State Road Development Corporation Limited (BSRDCL), Government of Bihar is planning to upgrade SH-101 (Amba – Deo – Madanpur) from existing single/intermediate lane to double lane with total road length of 32.471 km in Aurangabaddistrict and requested ADB for financing the project. The RP for this road project is prepared based on the detailed design report prepared by BSRDCL. The RP complies with the applicable State Government, Government of India, and ADB policy and legal framework. This project is considered as Category A² for Involuntary Resettlement (IR) per ADB's Safeguard Policy Statement (SPS 2009).

² ADB Safeguard Policy Statement Operations Manual Section F1: Involuntary Resettlement Category A: Significant means 200 or more affected people will experience major impacts, which are defined as (i) being physically displaced from housing, or (ii) losing 10% or more of their productive assets (income generating). Involuntary Resettlement Category B: Not Significant include involuntary resettlement impacts that are not deemed significant as per the ADB Operational manual Involuntary Resettlement Category C: No involuntary resettlement impacts. A resettlement plan is required in case of both category A and B project.

2. The proposed 2-lane road, predominantly traverses through plain terrain, starts from Amba (km 0+000) and ends at Madanpur (km 32+471) on SH-101. The land use along the project road includes agriculture land, residential use, and commercial areas. The project aims to provide smooth traffic movement for the escalating traffic and enhance capacity and improved services to alleviate the likely capacity constraints to be generated after the future development in the region. The project on its implementation would increase the physical infrastructure and boost the economic growth in the region.

B. Scope of Land Acquisition and Resettlement

3. As per the technical design, the roadway width proposed for 2-lane carriageway with paved shoulder is 12.00 mtr. The existing Right of Way, as per the government records, is 15 to 40 mtr. The proposed centerline is designed such that minimal land acquisition is required. The project impact assessed through project census survey includes loss of land and non-land assets and loss of livelihoods. It was found that 23.87 acre of private land and 241 structures owned by 914 households will be affected. The affected households are both titleholders and non-titleholders i.e encroachers and squatters. A full census survey was carried out to identify the persons who would be displaced by the project and the summary findings are presented in the following Table 1.

Table 1: Summary Project Impacts

Sl. No.	Impacts	Number
1	Area of private land to be acquired (in Acres)	23.87
2	Total number of private structures affected	241
3	Total number of displaced households	914
4	Total number of displaced persons	7342
5	Total number of economically displaced households	829
6	Total number of physically displaced households	68
7	Total number of economically and physically displaced household	17
8	Total number of vulnerable households displaced	532
9	Total number of CPR (structure) affected	35

C. Socioeconomic Information and Profile

4. The social stratification of the project area shows the dominance of other backward caste (OBC) population with 475 (53.37%) households. There are 7342 displaced persons in total, which includes 4087 (55.67%) males and 3255 (44.33%) females. The average household size is 8.2 and the sex ratio among DPs is 796. According to project census survey there are 668 vulnerable households affected by the project. The educational status of DPs reveals that 14.70% DPs are still illiterate in the project area. Not a single scheduled tribe (ST) household is found to be affected under this subproject.

D. Stakeholders Consultation and Participation

5. Public consultations were conducted at three locations attended by 67 persons (74 male and 03 female) in the project to ensure peoples' participation during the project census survey. The male and females were consulted in four separate consultation meetings. Aiming at promotion of public understanding and fruitful solutions of developmental problems such as local needs and problem and prospects of resettlement, various sections of DPs and other stakeholders were consulted through focus group discussions and individual interviews. Several additional rounds of consultations with DPs and communities will form part of the further stages of project preparation and implementation. The RP implementing agency will be entrusted with the task of conducting these consultations during RP

implementation, which will involve disclosure on compensation, assistance options, and entitlement package and income restoration measures suggested for the project.

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

E. Legal Framework

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

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

F. Entitlements, Assistance and Benefits

9. For titleholders in case of land acquisition, the date of publication of preliminary notification for acquisition under section 11 of the RFCT in LARR Act – 2013 will be treated as the cut-off date. For non-titleholders, the cut-off date will be the start of the census survey which is 26 December 2021 in case of SH-103. The structures affected under the project will be compensated at replacement cost. DPs who settle in the affected areas after the cut-off date will not be eligible for compensation. They, however, will be given sufficient advance notice, requested to vacate premises and dismantle affected structures prior to project implementation. Their dismantled structures materials will not be confiscated and they will not pay any fine or suffer any sanction.

G. Relocation of Housing and Settlements

10. There are 68 households will be losing their shelter and therefore, require relocation. The IA will provide adequate and appropriate cash compensation at full replacement cost to the titleholders for their lost land and structures including eligible relocation assistance. The IA will compensate to the non-titleholders for the loss of assets other than land, such as dwellings, and also for other improvements to the land, at full replacement cost with eligible assistance. The entitlements to the non-titleholders will be given only if they occupied the land or structures in the project area prior to the cut-off date.

H. Income Restoration and Rehabilitation

11. The project impact reveals that due to loss of land and commercial structures, 651 households are losing their livelihood under the project. The entitlement proposed for the project has adequate provisions for restoration of livelihood of the affected communities. The focus of restoration of livelihoods is to ensure that the DPs are able to at least achieve national minimum standards. To restore and enhance the economic conditions of the DPs, certain income generation and income restoration programs are incorporated in the RP. To begin with providing employment to the local people during the construction phase will enable them to benefit from the project, reduce the size of intrusive work forces and keep more of the resources spent on the project in the local economy. It will also give the local communities a greater stake and sense of ownership in the project.

I. Resettlement Budget and Financing Plan

12. The resettlement cost estimate for this project includes eligible compensation, resettlement assistance and support cost for RP implementation. The support cost, which includes staffing requirement, monitoring and reporting, involvement of RP implementing agency in project implementation and other administrative expenses are part of the overall project cost. Contingency provisions have also been made to take into account variations from this estimate. The total budget for the proposed project RP is Rs 1138.44 million.

J. Grievance Redressal Mechanism

13. A Grievance Redressal Committee (GRC) will be established at the district level with the primary objective of providing a mechanism to mediate conflict and cut down on lengthy litigation. It will also provide people, who might have objections or concerns about their assistance, a public forum to raise their objections and through conflict resolution, address these issues adequately. The GRC will be headed by the District Collector (DC) or his designated representative. The GRC will have representative from the PIU, representative of APs, particularly of vulnerable DPs, local government representative, representative of local NGOs and other interest groups as felt necessary. All Grievances will be routed through the RP implementing agency to the GRC. The RP implementing agency will act as an in-built grievance redress body. The RP implementing agency will first of all register the grievances and take up with VLC for redress and any grievances not redressed at VLC level will be dealt in by the GRC. Grievances will be redressed within two to four weeks from the date of lodging the complaints, depending on severity of problem. However, an aggrieved person will have access to the country's judiciary at any stage of the project level grievance redress process. Taking grievances to Judiciary will be avoided as far possible and the RP implementing agency will make utmost efforts at reconciliation at the level of GRC.

K. Institutional Arrangement

14. The Executing Agency (EA) for the Project is BSRDC, Government of Bihar. The existing BSRDC has already set up a Project Implementation Unit (PIU) headed by a Deputy General Manager (DGM) assisted by Managers. This office will be functional for the whole Project duration. The PIU will hire an RP implementing agency for supporting it in implementation of R&R activities. The staffs at the PIU level will be provided with the training by the social/ resettlement specialist of the supervision consultant for implementation of the RP. Many of the BSRDCL staffs are already having prior experience of implementing RP under previous projects and further to enhance their capacity, a training/workshop will be conducted under the project involving other implementing support agencies.

L. Implementation Schedule

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

M. Monitoring and Reporting

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

1.

PROJECT DESCRIPTION

Introduction

1. Bihar has experienced consistent socio-economic development over the last decade with an economic growth rate of 15.01 % at current prices in year 2018-19 which is higher than the growth rate for the Indian economy.³ Significant improvement in road infrastructure has led to a cumulative growth in all sectors like agriculture, labor, employment, trade and manufacturing resulting in an increased per capita income from Rs. 21,750 in 2011-12 to Rs 30,617 in 2018-19. However, Bihar remains as 5th low-income state of India along with 34% of population living below poverty line⁴

2. The aim of Sustainable Development Goal-9 (SDG 9) is to develop quality and resilient infrastructure at the regional and transborder levels. The available and accessible infrastructure is an important driver for economic development. Infrastructure complements economic growth and vice versa. For instance, the development of transport infrastructure expands the scope and size of the market and also improves productivity significantly; on the other hand, economic growth enables the state to create more infrastructure. Apart from ensuring better economic growth prospect, integration of local markets with the global market, technological innovation, and the progress in infrastructure also help in reducing poverty.

3. The economy of Bihar is mainly based on agricultural and trading activities. The industrial and agricultural developments have led to higher transport demand. With the higher transport demand and the expansion of the existing business, there is a growing mismatch between the vehicular population and availability of road infrastructure, which has resulted in traffic congestions, deteriorated level of traffic efficiency and road safety. As a result of the aforementioned growth and need to fulfill the mismatch, various new infrastructure development projects have been planned across the state. The Government of Bihar acting through Bihar State Road Development Corporation Limited (BSRDCL) has taken the needful action.

4. The road master plan⁵ prepared by State Government of Bihar under ADB-supported TA-8170 estimates that \$15.8 billion is required in capital expenditure for road improvements by 2035. Following this plan, BSRDC through the Government of Bihar, posed a proposal to ADB to take up a set of state roads for upgrading into two-lanes with paved shoulders. For the proposed sub project road, State Government of Bihar will be the Executing Agency (EA) and the Implementing Agency (IA) will be the BSRDCL. A Project Implementation Unit (PIU) is established for the project, which is responsible for conducting the social assessment and formulating Resettlement Plan (RP) for the project.

Project Description

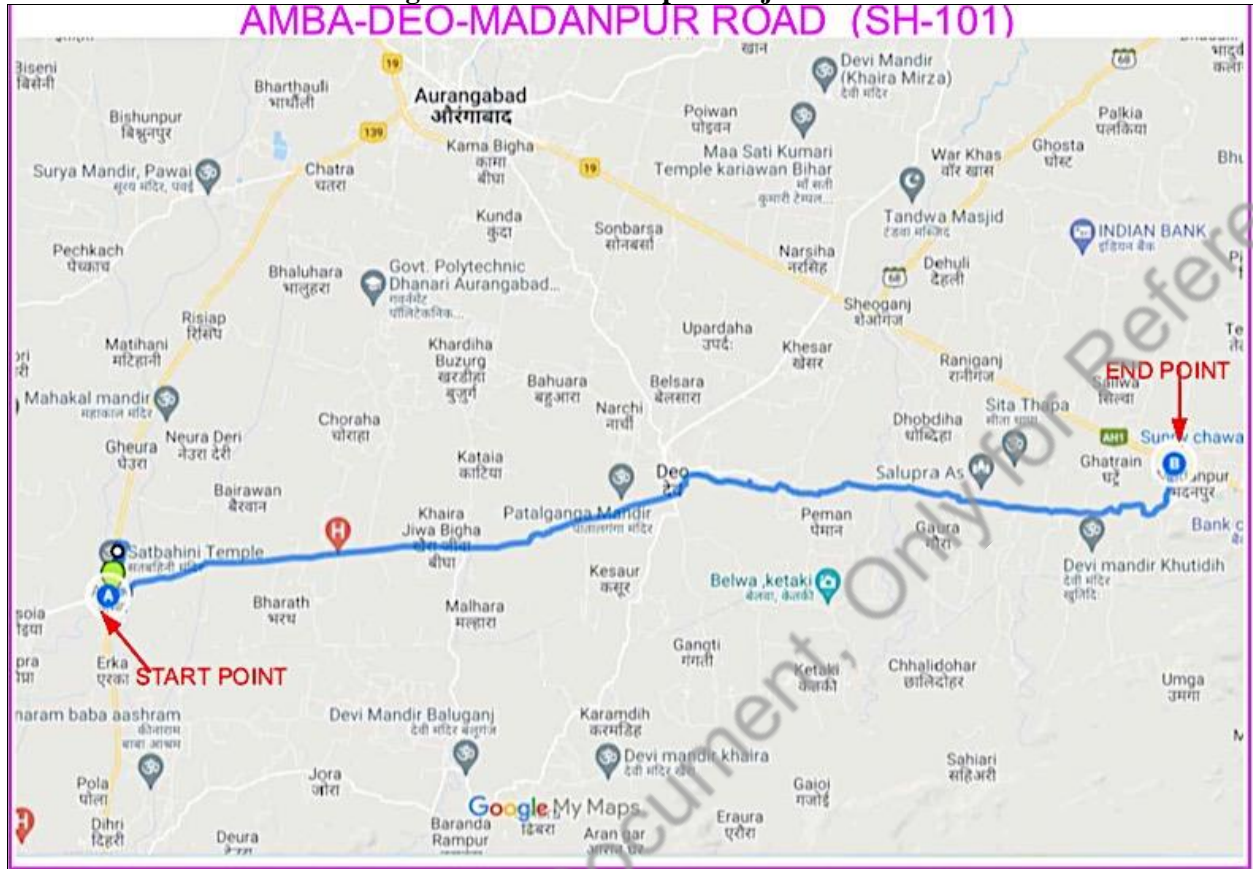
5. The SH-101 (Amba – Deo – Madanpur) Road Project proposed under Phase-2 of Bihar State Highways Project-3 (BSHP-3) is located in the Nawada district of Bihar. The Project Road predominantly traverses through plain terrain. The Project Highway starts from Amba (km 0+000) and ends at Madanpur (km 32+471) on SH-101 in the Aurangabad district of Bihar. There is no clear physical demarcation of the existing right of way at site. As per information provided by BSRDC, the existing RoW varies from 15 mtr to 40 mtr. The project location map is presented in **Figure 1**.

³ Bihar Economic Survey 2019 – 20, Finance Department, Government of Bihar

⁴ Bihar: Poverty, Growth & Inequality, World Bank Group, May 2016

⁵ Road Master Plan for Bihar's State Highway Development (2015-2035). Prepared under TA-8170 with Loan 2894-IND "India: Bihar State Highways II Project — Additional Financing."

Figure 1: Location Map of Project Road



6. The total length of the existing road is 32.471kms with single lane (width-3.75 mtr) specification. The land use along the project road is predominantly agricultural and villages with residential and commercial areas. Project road passes through 46 settlement/villages as presented in following Table 2.

Table 2: List of Project Affected Villages

S. N.	Project Villages/ Settlements	Name of Block	Name of District	Chainage (km)
1	Amba	Kutumba	Aurangabad	0+000 - 0+650
2	Telhara	Kutumba	Aurangabad	0+650 - 2+620
3	Rattikhap	Kutumba	Aurangabad	2+620 - 2+820
4	Narhar Amba	Kutumba	Aurangabad	2+700 - 2+920
5	Haria	Kutumba	Aurangabad	2+920 - 3+900
6	Dhongra	Kutumba	Aurangabad	3+900 - 5+250
7	Gaura	Kutumba	Aurangabad	5+050 - 5+250
8	Niranjanpur	Kutumba	Aurangabad	5+250 - 6+020
9	Kajhpa	Kutumba	Aurangabad	6+020 - 7+120
10	Sinhgpur	Kutumba	Aurangabad	7+120 - 8+250
11	Khaira Jiwa Bigha	Kutumba	Aurangabad	8+236 - 9+765
12	Suhi	Deo	Aurangabad	9+765 - 11+025
13	Israur	Deo	Aurangabad	11+025 - 11+162

14	Simri	Deo	Aurangabad	11+162 - 11+952
15	Bishunpur	Deo	Aurangabad	11+952 - 13+215
16	Silar Khurd	Deo	Aurangabad	13+215 - 13+980
17	Chandpur	Deo	Aurangabad	13+980 - 16+400
18	Deo	Deo	Aurangabad	15+185 - 18+515
19	Banokher	Madanpur	Aurangabad	18+515 - 19+570
20	Kathbar	Madanpur	Aurangabad	19+570 - 20+230
21	Pataundhi	Madanpur	Aurangabad	20+230 - 20+320
22	Peman	Madanpur	Aurangabad	20+230 - 21+500
23	Karpatai	Madanpur	Aurangabad	20+935 - 22+260
24	Mahuaian	Madanpur	Aurangabad	22+260 - 23+085
25	Manka	Madanpur	Aurangabad	23+085 - 25+000
26	Machiar Bigaha	Madanpur	Aurangabad	24+958 - 25+400
27	Nima Anjan	Madanpur	Aurangabad	25+000 - 26+962
28	Jhikatia	Madanpur	Aurangabad	26+962 - 28+035
29	Sahar	Madanpur	Aurangabad	28+600 - 28+650
30	Jalwand	Madanpur	Aurangabad	28+680 - 29+460
31	Umga	Madanpur	Aurangabad	27+900 - 32+054
32	Madanpur	Madanpur	Aurangabad	32+054 - 32+471

Source: Census Survey, September- December, 2021

7. The proposed road alignment provides a direct connectivity to the traffic plying between Govindpur to Manjhway and surrounding area. The road aims to provide smooth traffic movement for the escalating traffic and enhance capacity and improved services to alleviate the likely capacity constraints to be generated after the future development in the region. The project on its implementation would increase the physical infrastructure and boost the economic growth in the region.

8. This RP for SH-101(Amba – Deo – Madanpur) Road subproject is prepared based on the detailed design report prepared by BSRDCL. The RP complies with the applicable State Government, Government of India and ADB policy and legal framework. This project is considered as Category A⁶ for Involuntary Resettlement (IR) as per the ADB Safeguard Policy Statement (SPS 2009).

General Profile of the Project Area

9. Aurangabad district was the part of Magadh division and acquired the status of an independent district in the year 1973 with geographical area 3305 sq.km. Aurangabad city is the administrative head quarter. The district is bounded on the North by Arwal district on the South by Palamau district of Jharkhand on the East by Gaya district and on the West by Sone River. Administratively, Aurangabad district is divided into 11 Blocks, 224 Gram Panchayats and 1712 villages.

10. Aurangabad district of Bihar has total population of 2,540,073 as per the Census 2011. Out of which 1,318,684 are males while 1,221,389 are females. In 2011 there were total 391,898 families

⁶ According to ADB Safeguard Policy Statement (SPS-2009), Involuntary Resettlement Category A: Significant means 200 or more affected people will experience major impacts, which are defined as (i) being physically displaced from housing, or (ii) losing 10% or more of their productive assets (income generating). Involuntary Resettlement Category B: Not Significant include involuntary resettlement impacts that are not deemed significant as per the ADB Operational manual Involuntary Resettlement Category C: No involuntary resettlement impacts. A resettlement plan is required in case of both category A and B project.

residing in Aurangabad district. The population density was found to be 769 persons per sq.km. The Average Sex Ratio of Aurangabad district is 926. Out of total population, 9.3% people live in Urban areas while 90.7% lives in the Rural areas. The total literacy rate of Aurangabad district is 70.32%, while it is 65.88% for male and 48.9% for females.

11. The district can be divided into two regions namely hard-core rock region and Jalodhak region. The district consists of flat 5 alluvial plain. The northern portion of the district is mostly a plain formed an alluvial soil and is extremely fertile. Aurangabad has an agrarian economy. It lies in a drought-prone area. The main crops are rice, wheat, gram lentil and rapeseed. It mainly includes heavy electricity production industries like Nabinagar Super Thermal Power Plant which have capacity of 4380 MW (660MW X 6). It is one of the third largest power plant in India. On 6th Sept. 2019, the power plant commissioned the first 660 MW unit of 4380 MW (NTPC, Nabinagar) and Cement Production (Shree Cement). Manufactured products include carpets, blankets and brassware.

Table 3: Demographic Indicators of Project District and State

Indicators	Bihar	Aurangabad
Total Population	104,099,452	2,540,073
Rural Population	88.7%	90.7%
Urban Population	11.3%	9.3%
Area (Sq.km)	94,163	3,305
Population Density/Km ²	1,106	769
Sex Ratio	918	926
Literacy %	61.8	70.32
Schedule Tribe	1.28%	0.0%

Source: Census of India, 2011

Project Impacts and Benefits

12. The proposed project can be viewed as boosting economic growth and poverty reduction which will bring substantial social and economic development to the region. The social benefits arising due to the project will be triggered due to improved accessibility to various services such as to markets, health facilities, schools, and workplace, which in turn increases the income of the local residents, and ultimately elevating their standard of living. The possible direct and indirect positive impacts of the project are listed below.

- The immediate benefits of road construction and improvement will come in the form of direct employment opportunities for the roadside communities and specially those who are engaged as wage laborers, petty contractors and suppliers of raw materials.
- Improved road network will provide for improved linkages between the village communities and urban center, which provides wider marketing facilities.
- Road network will not only link the village communities to better markets, but also open up wider work opportunities in distant places. People can shuttle to distant work sites and towns and engage in construction, factories, business as well as domestic works.
- Improved road network will encourage urban entrepreneurs to invest in far and remote areas in commercial farming and industrial activities.
- Improved road will also help people building strong institutional network with outside agencies. Essential and emergency services like schools, health center, public distribution system etc. can be availed faster.

- Increased frequency of interaction with outsiders will increase the awareness level of the people in the village with regard to their health and nutrition, living style, value of education and proper utilization of available resources.
- Interaction with the government, non-government and other development agents will help people gain new knowledge on improved farming, land development, development and maintenance of natural resources through the formation of various economic and social development groups.

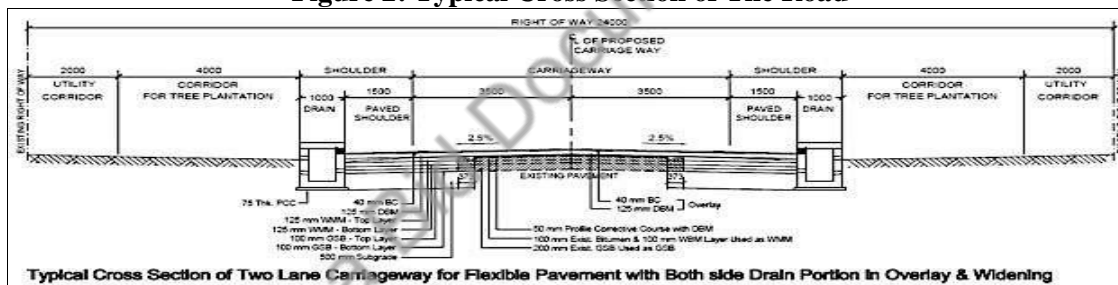
Minimizing Resettlement

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

14. The inventory data and typical cross-sections formed the basis of determining the widening requirement. Based on this information along with presence of buildings, trees, utility services along the project road, the centerline of the alignment is designed so as to cause minimum disturbance to existing features.

15. The pictorial view of the proposed 2-lane typical cross section is given in **Figure 2**. The carriage way width of 7m is proposed with 2×1.5m paved shoulder and 2×1m earthen shoulder. Lined drain of RCC is proposed in urban areas.

Figure 2: Typical Cross Section of The Road



Scope and Objective of Resettlement Plan (RP)

16. The aim of this Resettlement Plan (RP) is to mitigate all such unavoidable negative impacts caused due to the project and resettle the displaced persons and restore their livelihoods. This RP has been prepared on the basis of project census survey findings and consultation with various stakeholders. The plan complies with ADB Safeguard Policy Statement, 2009 designed by ADB to protect the rights of the displaced persons and communities. The issues identified and addressed in this document are as follows:

- Type and extent of loss of land and non-land assets, loss of livelihood, loss of common property resources and social infrastructure;
- Impacts on indigenous people, vulnerable groups like poor, women and other disadvantaged sections of society
- Public consultation and peoples' participation in the project;
- Existing legal and administrative framework and formulation of resettlement policy for the project;

- Preparation of entitlement matrix, formulation of relocation strategy and restoration of businesses/income;
- R&R cost estimate including provision for fund and;
- Institutional framework for the implementation of the plan, including grievance redress mechanism and monitoring & reporting.

Methodology for Resettlement Plan

17. For preparation of this RP, a detailed social impact assessment of the project road was carried out including resettlement screening, land acquisition planning, project census survey of affected assets and households and public consultation meetings. The details of methodology adopted for the social impact assessment is discussed in the following section.

1. Resettlement Screening

18. A social screening exercise was performed through a reconnaissance survey to gather firsthand information on impact on land acquisition and resettlement with specific attention on land use, presence of legal and/or illegal housing, traffic patterns, cultural resources, urban settlements and other sensitive areas. The aim of reconnaissance survey was to assess the scope of land acquisition and resettlement study and accordingly the detailed plan of action was prepared for the preparation of resettlement plan.

2. Resettlement Planning

19. The alignment was finalized as per the detailed engineering design. Initially, the numbers of affected villages were identified as per the alignment and availability of government land was confirmed from the revenue department. Following finalization of the road alignment, cross-sections design and land acquisition requirements, census of all displaced persons (DPs) was carried out in the project. The objective of the project census survey was to identify the persons who would be displaced by the project and to make an inventory of their assets that would be lost to the project, which would be the basis of calculation of compensation.

20. A structured census questionnaire (**Appendix 1**) was used to collect detailed information on affected households/ properties for a full understanding of impacts in order to develop mitigation measures and resettlement plan for the DPs. The survey team was selected locally including some female familiar with local languages and the team was trained by the resettlement specialist and the survey was closely monitored on a regular basis. Additionally, socio-economic data was also collected from the affected households. The census survey includes the following:

- Inventory of the 100% non-land assets
- Categorization and measurements of potential loss
- Physical measurements of the affected assets/structures
- Identification of trees and crops
- Collection of information on social, economic and demographic profile
- Identification of non-titleholders
- Assessment of potential economic and livelihood impact

3. Public Consultation

21. To ensure peoples' participation in the planning phase and aiming at promotion of public understanding and fruitful solutions of developmental problems such as local needs of road users and problem and prospects of resettlement, various sections of displaced persons (DPs) and other stakeholders were consulted through focus group discussions, individual interviews and formal and informal consultations. The vulnerable sections of DPs and women were also included in this consultation process.

Not to be used as a Bid Document, Only for Reference

2.

SCOPE OF LAND ACQUISITION AND RESETTLEMENT

Land Acquisition Requirement

22. It is proposed to develop the existing single lane with missing link road to 2-lane carriageway with paved shoulders. The road formation width proposed for 2-lane carriageway with paved shoulder is only 12.00 m. The existing RoW as verified from the government records varies from 15 to 40 m. An LAP has been prepared by BSRDCL to acquire additional land and therefore the acquisition of land will impact on titleholder (TH) in addition to non-titleholder (NTH) under this subproject.

23. As per the LAP prepared for the proposed Project and R&R survey conducted, 29.53 acre of land need to be acquired under this project. The analysis of land acquisition requirement for the project shows that out of total land required for the project 23.87 acre (80.83%) of land is private land, 5.64 acre (19.10%) is government land and 0.02 acre (0.07%) is religious land. Acquisition of land will affect a total of 751 households. The land acquisition requirement for the project is presented in the **Table 4**.

Table 4: Land Acquisition Requirements under the Project

Sl. No.	Type of Ownership	DH	Area (in Acre)	%
1	Private Revenue	751	23.87	80.83
2	Government	0	5.64	19.10
3	Religious	0	0.02	0.07
Total		751	29.53	100.00

Resettlement Impacts

24. Based on the above requirement, the project impact assessed through project census survey includes loss of land, loss of non-land assets and loss of livelihoods. Other than this, non-land assets known as common properties resources (CPR) including religious, and community ownership are also assessed to be affected by the proposed project.

25. The census survey of proposed SH-101 was carried out in between 26 December 2021 and 15 January 2022. Before start of census survey, a videography was also done on the entire stretch to cover the existing road conditions and structures/buildings within the RoW. For titleholders, the date of publication of preliminary notification for acquisition of land under section 11 of the RFCT in LARR Act – 2013 will be treated as the cut-off date and the start day of project census survey is the cut-off date for non-titleholders to determine eligibility for compensation and assistance under the project. It was found that a total 914 households (751 losing land and/or structure, 139 structure and 24 tenants losing their livelihood) would be displaced by this sub project. The details are being provided in the **Table 5 and 6**.

Table 5: Loss of Property and Number of Displaced Households

Sl. No.	Category of Loss	No. of Household	%
1	Land with Structure	85	9.30
2	Only Structure	139	15.21
3	Only Land	666	72.87
4	Other DPs (Tenant+Employees)	24	2.63
Total		914	100.00

26. It was found that a total of 68 households will be physically displaced due to loss of residential structure. Among them 29 are TH and 39 are NTH. Similarly, 829 households will be economically displaced due to loss of productive land parcel or commercial structures. These include 751 TH and 163 NTH. There are a total 17 households who will be displaced physically and economically include 10 TH and 7 NTH. A summary of category wise displacement of households is given in **Table 6**. The list of DPs is attached as **Appendix-2**, and photo identification of DPs is given in **Appendix 8**. The findings and magnitude of impacts are discussed in the following sections.

Table 6: Category wise Displacement of Households

Sl. No.	Category of Impact	No. of Household	%	TH	NTH
Physically Displaced Households					
1	Owners of Residential Structure	68	100	29	39
Total		68	100	29	39
Economically Displaced Households					
1	Owners of Agricultural Land	579	69.84	579	0
2	Loss of Commercial Structure	112	13.51	28	84
3	Commercial Tenants	24	2.90	0	24
4	Employees in Structures	00	0.00	0	0
5	Other Private	114	13.75	105	9
Total		829	100.00	712	117
Physically and Economically Displaced Households					
1	Owners of Resi+ Commerical Structure	17	100	10	7
Total		17	100	10	7
Grand Total		914	100	751	163

Loss of Private Land in the Project

27. The land acquisition for the project will affect 571 titleholder households and the area of acquisition will be a total of 23.87 acre. Out of total affected land 6.53 is residential land affecting a total 124 households as shown in the **Table 7**.

Table 7: Type of Affected Private Land

Sl. No.	Type of Land	DH	Area (in Acre)	%
1	Irrigated	547	15.03	62.97
2	No-Irrigated	17	0.97	4.06
3	Barren	19	0.50	2.09
4	Residential	124	6.53	27.36
5	Other	44	0.84	3.52
Total		751	23.87	100.00

28. The land to be acquired under the Project is under various use. It includes 0.64acre of land being used by 45households for commercial activities, 20.85 acre for agricultural purpose by 579 households, 1.92 acre of land being used by 109 households for residential purpose and 0.46 acre of land by 18 householdsfor not any specific purpose as shown in the **Table 8**.

Table 8: Use of Affected Private Land

Sl. No.	Land Use Type	DH	Area (in Acre)	%
1	Cultivation	579	20.85	87.35
2	Orchard	0	0.00	0.00
3	Residential	109	1.92	8.04
4	Commercial	45	0.64	2.68
5	Forestation	0	0.00	0.00
6	No Use/Barren	18	0.46	1.93
7	Other	0	0.00	0.00
Total		751	23.87	100.00

29. The total private land under acquisition belong to titleholders only. The ownership is of both single and joint type. It was found that to a maximum 75.77% displaced households have single ownership on the affected plot. The details of private land ownership areprovided below in **Table 9**.

Table 9: Type of Private Land Ownership

Sl. No.	Type of Ownership	No. of Household	%
1	Single	569	75.77
2	Joint	182	24.23
3	Other	0	0.00
Total		751	100.00

Magnitude of Impact on Land in the Project

30. The survey revealed that 673 (89.61%) households are losing less than 10 % of their land and therefore, the impact is non-significant as per ADB's SPS. Rest of the households i.e. 98 (10.39%) are losing more than 10%, mostly ranging between 10 to 50%.The details are provided in **Table 10**.

Table 10: Magnitude of Impact and Displaced Households

Sl. No.	Scale of Impact	No. of Household	%
1	Up to 10%	673	89.61
2	Above 10% and Below 25%	55	7.32
3	Above 25% and Below 50%	20	2.66
4	Above 50% and Below 75%	2	0.27
5	Above 75%	1	0.13
Total		138	100.00

Loss of Private Structures in the Project

31. Due to the proposed project work, 241structures, owned by 224displaced households will be affected. Amongthese,98structures belong to 85 legal titleholders, 29structures are owned by 28encroachersand rest 114 structures are owned by 111 squatter households. The details of loss of structures are presented in the **Table 11**.

Table 11: Loss of Private Structures in the Project

Sl. No.	Ownership Status	No. of Structure	No. of DHs	No. of PAPs	%
1	Legal Titleholder	98	85	701	37.95
2	Encroacher	29	28	231	12.50
3	Squatter	114	111	916	49.55
Total		241	224	1848	100.00

32. The magnitude of impacts on private structures shows that out of 241 affected structures, 58(24.11%) structures are affected up to 25%, 50(20.54%) structures are affected up to 50%, 52(21.43%) structures affected up to 75% and 81(33.93%) structures are affected fully. The site condition suggests that most of the structures getting affected more than 50% will not be viable for living and need relocation. The details of magnitude of impacts on structures are summarized in the **Table 12**. Provisions are also included in the Entitlement Matrix that structures will be compensated at replacement cost fully, and partially if it is viable. Engineer from Building Department will assess the viability of structure during verification and valuation in consultation with the affected households.

Table 12: Magnitude of Impacts on Structures

Sl. No.	Scale of Impact	No. Structure	HH	%
1	Below 25%	58	54	24.11
2	Up to 50%	50	46	20.54
3	Up to 75%	52	48	21.43
4	100%	81	76	33.93
Total		241	224	100.0

Type of Private Structure in the Project

33. As per census survey, out of 224 households losing their structures in the project, 68 household are losing residential structures, 112 households are losing commercial structures, 17 are losing their residential-cum-commercial structures and 27 are losing other types of structures such as cattle shed, boundary wall, toilet, frontage etc. The details of structures and number of displaced households are given in the **Table 13**.

Table 13: Type of Private Structure affected by the Project

Sl. No.	Type of Structure	No. of Structure	DHs	%
1	Residential Structure	78	68	7.88
2	Commercial Structure	117	112	12.98
3	Resi+Commercial Structure	17	17	1.97
4	Other Private Structure	29	27	3.13
Total		241	224	100.0

Use of Private Structures affected by the Project

34. The structures being affected in the project are of various usages and the details are presented in the **Table 14**.

Table 14: Use of Private Structure affected by the Project

S. No.	Type of Structure	No. of Structure	%	HH	%
Residential					
1	House	76	97.44	67	98.53
2	Hut	1	1.28	0	0.00
3	Other Residential	1	1.28	1	1.47
Total		78	100.00	68	100.00
Commercial					
1	Shops	36	30.77	34	30.36
2	Small Eatery	10	8.55	10	8.93
3	Kiosk	64	54.70	62	55.36
4	Workshop	2	1.71	2	1.79
5	Other Commercial	5	4.27	4	3.57
Total		117	100.00	112	100.0
Residential cum Commercial					
1	Resi+Com	17	100.00	17	100
Total		17	100.00	17	100.0
Other Private					
1	Boundary Wall	10	34.48	10	37.04
2	Foundation	2	6.90	1	3.70
3	Cattle Shed	10	34.48	10	37.04
4	Other Temporary (Bathroom, toilet etc.)	7	24.14	6	22.22
Total		29	100.00	27	100.0
Grand Total		241		224	

Type of Construction of Affected Structures

35. The structures being affected in the project are of various types by construction such as temporary, semi-permanent and permanent nature. Out of 231 main structures, 111(48.05%) structures are of temporary in nature, 73(31.60%) structures are of semi-permanent nature and 47(20.35%) are of permanent nature. Similarly, there are 10 affected boundary walls and all of them are semi-permanent in nature of construction. The details of type of constructions of the affected structures are summarized in the Table 15.

Table 15: Type of Construction of Affected Structure

Sl. No.	Construction Type	No. of Structure	%
Main Structure			
1	Temporary	111	48.05
2	Semi-Permanent	73	31.60
3	Permanent	47	20.35
Total		231	100.0
Boundary Wall			
1	Semi-Permanent	10	100.0
Total		10	100.0

Grand Total	241	100.0
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Age of the Affected Structures

36. As shown in Table 16 below out of total affected structures, maximum (37.34%) were constructed within last 5 years followed by 28.22% structured constructed within five to 10 years.

Table 16: Age of Affected Structure

Sl. No.	Age of Structure	No. of Structure	%
1	Up to 5 Years	90	37.34
2	Above 5 Years and below 10 Years	68	28.22
3	Above 10 Years and below 15 years	22	9.13
4	Above 15 Years and below 25 years	58	24.07
5	Above 25 Years and below 35 Years	3	1.24
6	Above 35 Years	0	0.00
Total		241	100.0

Loss of Livelihoods in the Project

37. The census survey revealed that out of total 914 displaced households, 199 are also losing their livelihood due to loss of productive assets. It was found that 199 DPs losing livelihoods includes 46 owners of agricultural land losing more than 10% of their landholdings, 112 owners of commercial structures, 17 owners of residential cum commercial structures, 24 tenants in commercial establishment doing business activity in commercial structures. The details of impact on livelihoods in the project are presented in the Table 17.

Table 17: Loss of Livelihoods in the Project

Sl. No.	Loss	Households	%
1	Owners of Agricultural Land	46	23.12
2	Agricultural Labourer	0	0.00
3	Agricultural Tenants/ Leaseholders	0	0.00
4	Sharecropper	0	0.00
5	Loss of Commercial Structure	112	56.28
6	Loss of Residential cum Commercial Structure	17	8.54
7	Commercial Tenants	24	12.06
8	Employees in Structures	0	0.00
Total		199	100.0

Loss of Community Property Resources

38. In terms of community property resources (CPR), 35 structures were reported to be affected. Out of 35 structures, 13 are religious structures (10 temples and 3 other like sacred *chabutra*) and 18 government structures like school, bus stop, amenities and govt. offices. The types of affected CPRs are presented in the Table 18, and the list of CPR affected in the project is presented in Appendix: 3. CPRs will be compensated either by cash compensation at replacement cost to the community (registered trust, society or village committee as appropriate) or reconstruction of the community structure in consultation with the affected community.

39. CPR clearing and reconstruction will be undertaken by civil works contractors, and the associated costs are incorporated in their contract document.

Table 18: Type of affected CPR

Sl. No.	Type of Structure	No. of Structure	%
1	Community Structure (Sitting Place etc.)	4	11.43
2	Religious Structure (Temple, Shrine, Mosque, etc.)	13	37.14
3	Government Structure (School and govt. offices etc.)	18	51.43
Total		65	100.0

Loss of Private Trees

40. During census survey 44 trees belong to private owners were also reported to be affected. These include 20 fruit-bearing and 24 non-fruit bearing trees. The details are given in Table 19. The estimation of loss and compensation of private trees will be done by approved valuers from Horticulture Department.

Table 19 : Type of affected Trees

Sl. No.	Type of Tree	No. of Trees	%
1	Fruit Bearing	20	45.45
2	Non-fruit Bearing	24	54.55
Total		44	100.0

4. SOCIOECONOMIC INFORMATION AND PROFILE

General Socio-economic Profile of DPs

41. There are 914 household (890 owners of land and/or structures, 24 tenant households) who will be affected under the subproject. The socio-economic information and findings of 890 households collected through the census survey are presented in the following sections.

Number of DPs

42. There are 7342 DPs in total being affected by the project which includes 4087 (55.67%) males and 3255 (44.33%) females. The average household size is 8 and the sex ratio among the DPs is 796. The average household size is quite large because of many joint families and joint ownership. The details of DPs being affected in the project are presented in the **Table 20**.

Table 20: Number of Displaced Persons

Sl. No.	Categories of APs	No. of DPs	%
1	Male	4087	55.67
2	Female	3255	44.33
Total		7342	100.0

Social Categories of the DPs

43. The social stratification of the project area shows dominance of other backward caste (OBC) population with 475 (53.37%) households followed by schedule caste with 229 (25.73%) households and higher caste with 186 (20.90%). The detail of social grouping in the project area is presented in the **Table 21**.

Table 21: Social Categories of the DPs

Sl. No.	Description of the Caste	No. of Households	%
1	Scheduled Caste	229	25.73
2	Scheduled Tribe	0	0.00
3	Other Backward Caste	475	53.37
4	Higher Caste	186	20.90
Total		890	100.00

Religious Categories of the DPs

44. Majority of displaced person (95.84%) belong to Hindu religion followed by Muslim (4.16%). The religious categories of DPs are given below in **Table 22**.

Table 22: Religious Categories of the DPs

Sl. No.	Religious Categories	No. of Households	%
1	Hindu	853	95.84
2	Muslim	37	4.16
3	Others/No Response	0	0.00
Total		890	100.00

Number of DPs considered as Separate family as per LA Act

45. There are various categories of DPs as summarized in the **Table 23** are treated as separate family under Right to Fair Compensation in Land Acquisition and Resettlement Act-2013. The number is quite high because 571 titleholders households are affected under the Project.

Table 23: Number of DPs considered as Separate family as per LA Act

Sl. No.	Categories of DPs	No. of DPs	%
1	Unmarried Son > 30 years	607	61.81
2	Unmarried Daughter/Sister > 30 years	228	23.22
3	Divorcee/Widow	146	14.87
4	Minor Orphan	1	0.10
Total		982	100.00

Educational Status of DPs

46. The educational status of DPs reveals that around 14.70% DPs are illiterate. Among the literate DPs, 29.27% are upto matric, 15.30% are graduate and only 1.74% are above graduate. This data excludes the children below 0 to 6 years. The gender segregated details of educational status of DPs are presented in the **Table 24**.

Table 24: Educational Status of DPs

S. N.	Educational status	Male	%	Female	%	Total	%
1	Illiterate	316	8.32	692	22.63	1008	14.70
2	Literate	393	10.34	495	16.19	888	12.95
3	Up to middle	683	17.97	547	17.89	1230	17.94
4	Below metric	314	8.26	243	7.95	557	8.12
5	Metric	1256	33.05	751	24.56	2007	29.27
6	Graduate	743	19.55	306	10.01	1049	15.30
7	Above graduate	95	2.50	24	0.78	119	1.74
Total		3800	100.00	3058	100.00	6858	100.0

Occupational Status of DPs

47. The occupational pattern of DPs excluding children below 6 years, old/inactive, students, housewife reveals that to a maximum 35.50% DPs are earning from labour activities, around 12.39% are in service, 32.82% are involved in agriculture activities and 18.24 % are in business. Among other categories, 1.05% DPs are active in professional services. The details of occupational status of DPs are summarized in the **Table 25**. As per ADB SPS, income will be restored, at least to the pre-project level. Additional information can be found in Chapter VII.

Table 25 : Occupational Status of DPs

S. N.	Occupational status	Male	%	Female	%	Total	%
1	Service	268	11.64	27	34.62	295	12.39
2	Business	423	18.38	11	14.10	434	18.24
3	Agriculture	776	33.71	5	6.41	781	32.82
4	Labor	811	35.23	34	43.59	845	35.50
5	Professional	24	1.04	1	1.28	25	1.05
Total		2302	100.00	78	100	2121	100.0

Annual Income Level of the Affected Households

48. There is one one househol earning less than the official poverty level i.e. Rs. 46,680/- per year. There are 585 households (65.73%) having an average monthly income of above Rs. 46,680 and up to Rs. 1,00,000. The survey reveals that 163 (18.31%) households are earning above Rs. 1,00,000 and 124 (13.93%) households are earning above Rs. 2,00,00 which is a good economic indicator of their standard of living. The average income level of households in the project area is summarized in the **Table 26**.

Table 26: Annual Income Level of the Affected Households

Sl. No.	Annual Income Categories in (Rs)	No. of Households	%
1	Upto 46,680	1	0.11
2	Above 46,680 and up to 100,000	585	65.73
2	Above 100,000- Below 200,000	163	18.31
4	Above 200,000	124	13.93
5	Not Responded/ Found	17	1.91
Total		890	100.00

Vulnerable Households being Affected in the Project

49. According to project census survey there are 532 households enumerated as vulnerable households. In this project vulnerable group includes 229 SC households, 79 women headed households, 173 poor households who are living below the government poverty line and the 50 non-titleholders (squatters only) not falling under any other category of vulnerability. As per the latest Planning Commission, Government of India estimate, any person having monthly per capita consumption and expenditure (MPCE) of Rs. 778⁷ in rural area and Rs. 923 in urban area of Bihar is considered to be living below poverty line. Based on this calculation of poverty line figure, average annual household MPCE in rural Bihar is Rs. 46,680. There is one household not falling under any other category but earning less than the average MPCE also enumerated as vulnerable household in the project. The vulnerable household details are presented in the **Table 27**.

Table 27: Vulnerable Households being affected

Sl. No.	Vulnerable Categories	Households	%
1	Scheduled Caste Households	229	43.05
2	Scheduled Tribe Households	0	0.00
3	Women Headed Households	79	14.85

⁷ Source: Press Note on Poverty Estimates, 2011-12, Government of India, Planning Commission, July 2013

4	PH Headed Households	0	0.00
5	BPL Cardholders (not falling in other categories)	173	32.52
6	Households below Minimum Per capita Income (not falling under any other category of Vulnerability)	1	0.19
7	NTH not falling under any above Categories	50	9.40
Total		668	100.00

Project Impact on Indigenous People

50. As per the 2011 census of India survey, total ST population of Bihar is about 1.28% of total and it is 0.04% in Khagaria district and 0.3% in Saharsa district. In this subproject, not a single tribal household is found affected. Any impact on ST household will be reported during RP implementation and they will be treated as vulnerable. Special provision has been made in the entitlement matrix of RP to deal with any impacts on tribal households.

Project Impact on Women

51. Improved roads will bring equal benefits to women and girls. Direct benefits include a decrease in travel time and an increase in reliable and convenient transport services. Indirect benefits include improved access to products and services, including social services such as health, education, as well as other government services. During construction, women will also benefit from the increased employment opportunities. However, road construction and improvements may also lead to potential negative impacts such as the spread of STIs (sexually transmitted infections), trafficking, and road safety issues. Potential negative impacts will be addressed through community awareness that will be implemented by the RP implementing agency who will assist the EA (see **Appendix 5** for TOR of Implementing agency). The RP implementing agency will coordinate with relevant organizations or mobilize its own short-term experts in carrying out the activities. In addition, the contractor will also carry out HIV/AIDS awareness program among worker camps and nearby community as mandated in their contract.

1. Status of Women in Subproject Area

52. Out of 890 project affected households surveyed for socio-economic study 855 were found with total 1319 women above 18 years of age. Women in all 885 households were consulted separately through structured questionnaire and an analysis of the same is given in the following section.

2. Decision Making

53. Women were asked about their role in decision making on financial and social matters of the household. It was revealed that in around 54.39% household women responded negatively that they have no role in financial decision and the decision is taken by her male counterpart. Similarly, in case of social decision making also the male members of the households are dominant. The details are given in following **Table 28**.

Table 28 : Role of Women in Financial Decision Making

S.N.	Response	Financial Decision Making (HH)	%	Social Decision Making (HH)	%
1	Yes	389	45.50	440	51.46
2	No	465	54.39	414	48.42

3	No Response	1	0.12	1	0.12
Total		855	100.00	855	100.00

3. Assets owned by the Women

54. Out of total households surveyed, 195 have women with land in their name, 198 have house, women around 8 households have four-wheelers, 61 have two-wheeler and 640 have cell phone. Only 16 have personal computer. The details of assets possessed by the women in project area is given below.

Table 29 : Number of Households having Women with different Assets

Sl.	Type of Assets	No of Household
1	Land (Homestead or Farm Land)	195
2	House	198
3	Four-Wheeler (Car/tractor etc.)	8
4	Two-Wheeler (Scoter/ Cycle etc.)	61
5	Cell Phone	640
6	Personal Computer	16
7	Other assets	0

4. Bank Account

55. The women were asked about their separate bank account at the household level and it was found that about 95.56% households have women with their separate bank account. This is largely due to the government policies of empowering poor and girl child for financial securities in particular. The details are provided in the **Table 30**.

Table 30 : Number of Households having Women with Bank Account

Sl.	Bank Account	No of Household	%
1	Yes	817	95.56
2	No	36	4.21
3	No Response	2	0.23
Total		855	100.00

5. Member in Self Help Group

56. The women in affected households were asked about their participation in any self-help group as a member. As shown in **Table 31** it was revealed that women in around 27.02% households were found member of a self-help group and only around 3.16% of them had apprehension that relocation due to construction of sub project might affect their working in the SHG.

Table 31 : Number of Households having Women as Member of SHG

S	Response	Member of SHG (HH)	%	Change in Status after Relocation (HH)	%
1	Yes	231	27.02	27	3.16

2	No	603	70.53	204	23.86
3	No Response	21	2.46	0	0.00
Total		855	100.00	231	100.00

57. Women in project area have received benefits under different government schemes. It was revealed that women in around 12.40% affected households have taken loan for different purposes. Women in around 11.70% households have benefited under govt's house construction scheme. Among others, women in around 12.98% households have taken training and assistance for self-employment. In total, women in 36.73% households have benefited under different government scheme. The details are provided in table below.

Table 32 : Women benefited from Govt. Schemes

Sl.	Type of Benefits	No of Household	%
1	Loan	106	12.40
2	House	100	11.70
3	Employment	37	4.33
4	Training	111	12.98
5	Any Other	314	36.73
6	No Benefits availed	187	21.87
Total		855	100.00

58. As per the findings of consultation with women group, the perceived benefits from the subprojects includes:

- Improved access to social facilities like health, education
- Increase in income generating activities
- Frequent and affordable transport
- Management of emergency situation
- Improved community relations
- Increased frequency of health workers, extension workers visits
- Improved access to market
- Increased Leisure time
- Reduced time spent on transportation of forest produces
- Side pavements will make walking easy

59. During the consultation process the negative impacts could not be easily articulated by the women apart from loss of assets. However, along with the loss of assets the following negative impacts were also recorded:

- Loss of assets as a result of the road construction
- Preference to men as wage labor over women during construction
- Discrimination in wage payment
- More dependence of mechanized techniques in road construction likely to have very little opportunity for labor for women

60. There are 79 women headed households affected in the project. The negative impacts of the sub-project on female-headed households will be taken up on a case-to-case basis and assistance to these

households will be treated on a priority basis. During disbursement of compensation and provision of assistance, priority will be given to female-headed households. Additionally, women headed households are considered as vulnerable and provision for additional assistance has been made in the entitlement of the RP. Provision for equal wage and health safety facilities during the construction by the contractor will be ensured by the EA.

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4.

STAKEHOLDERS CONSULTATION AND PARTICIPATION**Stakeholders in the Project**

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

Public Consultation in the Project

62. Public consultations were arranged at the stage of project preparation to ensure peoples' participation in the planning phase of this project and to treat public consultation and participation as a continuous two-way process beneficial in projecting planning and implementation. Aiming at promotion of public understanding and fruitful solutions of developmental problems such as local needs and problem and prospects of resettlement, various sections of DPs and other stakeholders were consulted through focus group discussions and individual interviews.

Methods of Public Consultation

63. Consultations and discussions were held along the project with the affected families and other stakeholders. All displaced households were consulted while interacting with them during the project census survey. Consultation meetings were organized to get wider public input from both the primary and secondary stakeholders. The consultation methods followed to elicit required information (their views & opinions) are detailed below in **Table33**.

Table 33:Methods of Public Consultations

Stakeholders	Consultation Method
Displaced Persons	Through Census Survey involving head of the household as respondent
Village Head/representative of APs	Through Focus Group Discussions (FGD) at affected villages
Local communities	Through Focus Group Discussions (FGD) at affected villages
Women's groups	Through Census survey and Focus Group Discussions (FGD) at affected villages
Vulnerable groups (SC, ST, BPL)	Through Focus Group Discussions (FGD) at affected villages
Executing Agency, Implementing Agency	Individual interview, discussion, joint field visit
Line Departments/Agencies	Individual meeting/interview, discussion

Scope of Consultation and Issues

64. All the survey and consultation meetings were organised with free and prior information to the displaced persons and participants. Women members of the survey team assisted women to present their

views on their particular concerns. During the consultation process efforts were made by the survey teams to:

- Ascertain the views of the DPs, with reference to road alignment and minimization of impacts;
- Understand views of the community on land acquisition, resettlement issues and rehabilitation options;
- Identify and assess the major socio-economic characteristics of the villages to enable effective planning and implementation;
- Obtain opinion of the community on issues related to the impacts on community property and relocation of the same;
- Examine APs' opinion on problems and prospects of road related issues;
- Identify people's expectations from project and their absorbing capacity;
- Finally, to establish an understanding for identification of overall developmental goals and benefits of the project.

Findings of Focused Group Discussions

65. During the resettlement survey, FGDs were conducted in affected villages along the project road. The participants in these FGDs are not limited to the place of meeting or DPs only but also included the other interested parties from the affected villages as all of them road users and beneficiaries under the Project. Further detailed analysis of is included in the report of Poverty and Social Assessment (PSA).

66. In addition to the individual consultation with all displaced households during census survey, a total of 64 male and 3 females were consulted separately in 4 consultation meetings/focused group discussions. Some of the major issues that were discussed and feedback received from the villagers during the course of the consultations and measures taken are summarized in the **Table 34**. A detail of consultation is provided in **Appendix-4** and the list of participants and consultation photographs are presented in the **Appendix-5**. Summary of DP's concerns and preferences toward relocation and resettlement were discussed and are recorded in Chapter VII: Relocation of Housing and Settlements.

Table 34: Summary findings of Consultation

Issue	Discussion/Suggestion	Measures Taken
Existing Road Condition	Existing road condition is bad and not sufficient to bear current traffic load. Road is narrow and accident prone due to heavy traffic and high speed of vehicles	The proposed road will have 2 lane specifications, provide all weather connectivity to people living in village along the corridor.
Transport and communication problem	Existing road is narrow and congested and traffic jam is very common in this area.	The project road will provide better connectivity and a faster transportation to distance places
Positive project impact	The positive project impacts perceived by the local people are all weather road, direct access to many facilities, transportation of their agricultural produce,	The alignment and widening is planned to provide maximum connectivity to the area and benefits to the local people

Issue	Discussion/Suggestion	Measures Taken
	business and employment opportunities, appreciation of land value etc.	
Negative project impacts	Loss of residential/commercial structures, loss of livelihood, increase of accidents, pollution.	All loss of structure will be compensated at replacement cost. Loss of livelihoods will also be compensated and assisted by the project including opportunity for laborer in construction work
Rate of compensation	Compensation at replacement cost.	The rate of compensation will be decided as per market value and replacement cost will be given.
Option for relocation	Willingness for self-relocation and cash compensation. Majority of the DPs want cash compensation.	The affected people will be given cash compensation for loss of their assets. The RP implementing agency will assist the DPs during the process.
Income Restoration	Additional assistance for income restoration	The implementation agency will assist in loan from bank, preference will be given to locals in road construction work
Consultation and participation	People want more consultation during project implementation and want to participate in the project	Public consultation will continue throughout the project cycle. Implementing agency will assist people in participation at various stages.
Road safety	The proposed two-lane road may be concern for safety specifically for women and children, accident risk will increase	Proper road safety measures are incorporated in the project design. Special measures like signage, speed breakers at schools, hospitals and market places will be provided by the project.
Transparency in Project Implementation	The project should ensure transparency in implementation and quality control	There are provisions like GRC, VLC and direct access to Implementation Office for any complain or grievances
Any other critical issue	Speed breaker, road crossing point drainage and bus stand should be given in habitation areas.	The features are already included in the road design at appropriate locations.

Consultation with Officials and Other Stakeholders

67. Other stakeholders in the project such as Executing Agency especially the officials in BSRDCL, PIU staff and the concerned district administration and the revenue officials were also consulted on various issues. The details of some of such consultations are summarized in the **Table 35**.

Table 35: Details of Consultation with Officials

Sl. N.	Name and Designation	Issue discussed	Contact Information
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Sl. N.	Name and Designation	Issue discussed	Contact Information
1	Mr. Sanjay Kumar CGM, BSRDCL	OverallProject planning, Coordination,	9431005710
2	Mr. P.C. Gupta GM, BSRDCL	Project proposal, alignment, detailed design report, LA and R&R issue,	9431005702
3	Mr. Premnath DGM (LA) - BSRDCL	DPR, Land acquisition planning, collection of revenue map.	9431005716
4	Mithilesh Kumar, LA Expert, BSRDCL-HQ	LAP, LRP, and revenue details of affected properties.	8340644841
5	Mr. Achal Kr Rana, Revenue Expert, BSRDC	Land acquisition planning, collection of revenue map and landholder's details, site visit, coordination with line department Drawing, map, data and site verification. Site visit, siet verification, corrdination with line departments etc.	7979873471
6	Mr. Praveen Kumar pandey, DGM, BSRDCL-PIU-Gaya		9431005720
7	Mr. Sanjeet Kumar, Manager (Tech), BSRDCL-PIU-Gaya		9431005721
8	Mr. Abhay Kumar, CO, Kutumba Circle		8544412423
9	Mrs.Maksudan Pandey, CI, Kutumba Circle		9939016291
10	Mr.Ashutosh Kumar(Circle Officer), Deo		8544412422
11	Mr. Ram Lagan Ram, CI, Deo Circle		9934847169
12	Mr. Anuj Singh(Circle Officer), Madanpur		8544412426
13	Mr. Parmeshwar Mochi, (CI), Madanpur		9262272370

Plan for further Consultation in the Project

68. The effectiveness of the R&R program is directly related to the degree of continuing involvement of those affected by the Project. Several additional rounds of consultations with DPs will form part of the further stages of project preparation and implementation. The RP implementing agency will be entrusted with the task of conducting these consultations during RP implementation, which will involve disclosure on compensation, assistance options, and entitlement package and income restoration measures suggested for the project. The consultation will continue throughout the project implementation period. The following set of activities will be undertaken for effective implementation of the RP:

- In case of any change in engineering alignment planning the DPs and other stakeholders will be consulted in selection of road alignment for minimization of resettlement impacts, development of mitigation measures etc.
- Together with the RP implementing agency, the PIU will conduct information dissemination sessions in the project area and solicit the help of the local community/ leaders and encourage the participation of the DP's in Plan implementation.

- During the implementation of RP, RP implementing agency will organize public meetings, and will appraise the communities about the progress in the implementation of project works, including awareness regarding road construction.
- Consultation and focus group discussions will be conducted with the vulnerable groups like women, SC, ST, and OBC's to ensure that the vulnerable groups understand the process and their needs are specifically taken into consideration.
- To make reasonable representation of women in the project planning and implementation they will be specifically involved in consultation.

69. A Public Consultation and Disclosure Plan will be prepared by PIU and RP implementing agency for the project as per the format below in **Table 36**.

Table 36 : Future Public Consultation and Disclosure Plan

Activity	Task	Timing/ Period	Agencies	Remarks
Public Notification	Notify eligibility cut-off date for NTH	April 2022	PIU/ RP implementing agency	
Disclosure of RP	Translate RP in Hindi and disclose at PIU Office and Panchayat	April 2022	PIU / RP implementing agency	
Distribution of R&R information leaflet	Prepare R&R information leaflet and distribute to DPs	May 2022	PIU/ RP implementing agency	
Internet disclosure of the RP	Post RP on ADB and EA website	May 2022	ADB/ RP implementing agency/PIU	
Consultative meetings during joint measurement survey	Face to face meetings with DPs	June 2022	PIU / RP implementing agency	
Disclosure of updated RP	Disclosure after joint measurement survey	July 2022	PIU / RP implementing agency	
Disclosure of the final or updated RP	RP disclosed on ADB and EA website and to affected households and other stakeholders at PIU and/or Panchayat offices	August 2022	ADB/PIU	

Information Disclosure

70. To keep more transparency in planning and for further active involvement of DPs and other stakeholders the project information will be disseminated through disclosure of resettlement planning documents. The EA will submit the following documents to ADB for disclosure on ADB's website:

- the final resettlement plan endorsed by the EA after the census of displaced persons has been completed;
- a new resettlement plan or an updated resettlement plan, and a corrective action plan prepared during project implementation, if required; and
- the resettlement monitoring reports.

71. The EA will translate the RP in Hindi and disclose it at PIU office and panchayat office. A resettlement information leaflet containing information on compensation, entitlement and resettlement management adopted for the project will be made available in Hindi language and distributed to DPs by

the RP implementing agency during initial consultation after verification of DPs. For DPs who are illiterate, appropriate and implementable method will be followed in order for the DPs to be notified and informed. RP implementing agency will disseminate relevant information through public consultations and other channels and will pay specific attention to ensure those who are illiterate receive information on a timely basis.

Not to be used as a Bid Document, Only for Reference

5.

LEGAL FRAMEWORK

A. Introduction

72. The legal framework and principles adopted for addressing resettlement issues in the project have been guided by the existing legislation and policies of the Government of India (GOI), the Government of Bihar and Asian Development Bank. Prior to the preparation of the RP, a detailed analysis of the existing national and state policies was undertaken and the section below provides details of the various national and state level legislations studied and their applicability for the project. This RP is prepared based on the review and analysis of all applicable legal and policy frameworks of the country and ADB policy requirements.

B. Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act (RFCT in LARR), 2013

73. The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (RFCT in LARR Act - 2013) has been effective from January 1, 2014 after receiving the assent of the President of Republic of India. This Act extends to the whole of India except the state of Jammu and Kashmir. The Act replaced the Land Acquisition Act, 1894.

74. The aims and objectives of the Act include: (i) to ensure, in consultation with institutions of local self-government and Gram Sabhas established under the constitution of India, a humane, participative, informed and transparent process for land acquisition for industrialization, development of essential infrastructural facilities and urbanization with the least disturbance to the owners of the land and other affected families; (ii) provide just and fair compensation to the affected families whose land has been acquired or proposed to be acquired or are affected by such acquisition; (iii) make adequate provisions for such affected persons for their rehabilitation and resettlement; (iv) ensure that the cumulative outcome of compulsory acquisition should be that affected persons become partners in development leading to an improvement in their post-acquisition social and economic status and for matters connected therewith or incidental thereto.

75. Section 27 of the Act defines the method by which market value of the land shall be computed under the proposed law. Schedule I outlines the proposed minimum compensation based on a multiple of market value. Schedule II through VI outline the resettlement and rehabilitation entitlements to land owners and livelihood losers, which shall be in addition to the minimum compensation per Schedule I.

76. The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Amendment) Second Ordinance, 2015: With an intention to overcome the procedural difficulties in land acquisition for important national projects, President of India has issued an amendment ordinance on 30th May 2015. Three main features of the ordinance among others are as following:

- (i) The Chapter II and III of the RFCT in LARR Act - 2013 regarding *determination of social impact assessment and public purpose and special provision to safeguard food security* shall not apply to the project such as (a) vital to national security or defence of India and every part thereof, including preparation for defence or defence production; (b) rural infrastructure including electrification; (c) affordable housing and housing for the poor people; (d) industrial corridors ; and (e) infrastructure and social infrastructure projects including projects under public private partnership where the ownership of land continues to vest with the Government.

(ii) The five-year period set by the principal Act in Section 24 under sub-section (2), for lapse of 1894 Act shall exclude the cases where acquisition process is held up on account of any stay or injunction issued by any court or the period specified in the award of a Tribunal for taking possession.

(iii) The five-year period set by the principal Act for any land acquired and unused is now will be *a period specified for the setting up of any project or five years, whichever is later.*

C. Legal and Policy Frameworks of Bihar State

77. The legislations and policy concerning the land acquisition and resettlement by State Government of Bihar are discussed in the following section.

1. Bihar Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Rules, 2014 (Government of Bihar Department of Revenue and Land Reforms Notification No-1401, Dated-27/10/2014)

78. In exercise of the powers conferred by sub-section (2) of Section 109 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (30 of 2013), the Governor of the State of Bihar notified the rules to apply for land acquisition in the state where the State Government will be the requiring body as defined by the prime Act.

2. Appointment of Social Impact Assessment Unit by Government of Bihar (Government of Bihar Department of Revenue and Land Reforms Notification No-647, Dated-09/05/2014)

79. The Government of Bihar has authorized Lalit Narayan Mishra Institute of Economic Development & Social Change, Patna and A N Sinha Institute of Social Studies, Patna as Social Impact Assessment Unit under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.

3. Bihar Raiyati Land Lease Policy 2014 (No. 14/D.L.A (Lease) – Policy –69/2014 — 1440/R) with Amendment Rules April-2018.

80. In exercise of the powers conferred under section 104 of The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, the State Government of Bihar has announced its state policy for taking land on perpetual lease from the raiyats for the works of public purposes as an option for public projects of infrastructure and public purposes. The subsequent amendment of this policy in April 2018 specifies the limit of purchase of land under this policy by Road Construction Department is up to 25 Acres and empowers the Executive Engineers to register the land in their name.

D. ADB's Safeguard Policy Statement (SPS), 2009

81. The objectives of ADB's SPS (2009) with regard to involuntary resettlement are: (i) to avoid involuntary resettlement wherever possible; (ii) to minimize involuntary resettlement by exploring project and design alternatives; (iii) to enhance, or at least restore, the livelihoods of all displaced persons in real

terms relative to pre-project levels; and (iv) to improve the standards of living of the displaced poor and other vulnerable⁸ groups.

82. ADB's SPS (2009) covers physical displacement (relocation, loss of residential land, or loss of shelter) and economic displacement (loss of land, assets, access to assets, income sources, or means of livelihoods) as a result of; (i) involuntary acquisition of land, or (ii) involuntary restrictions on land use or on access to legally designated parks and protected areas. It covers displaced persons whether such losses and involuntary restrictions are full or partial, permanent or temporary.

83. The three important elements of ADB's SPS (2009) are: (i) compensation at replacement cost for lost assets, livelihood, and income prior to displacement; (ii) assistance for relocation, including provision of relocation sites with appropriate facilities and services; and (iii) assistance for rehabilitation to enhance, or at least restore, the livelihoods of all displaced persons relative to national minimum standard of living.

E. Comparison of Government and ADB Policies

84. The new act 'The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013', which has integrated provisions of National Rehabilitation and Resettlement Policy (2007) with that of The Land Acquisition Act (LAA) of 1894 (as amended in 1984), recognizes titleholders and non-titleholders affected by land acquisition area notified under the Act. Whereby, squatters and encroachers on existing government land are excluded from the purview of the act.

85. RFCT in LARR Act – 2013 has come into effect from January 1, 2014. This Act is both complement the revision of the NRRP (2007) and decrease significantly the gaps between the LAA and ADB's SPS, 2009. The Act also expands compensation coverage of the principal act by requiring that the value of trees, plants, or standing crops damaged must also be included and solatium being 100% of the all amounts inclusive. The Act furthermore has match ADB requirements for all compensation to be paid prior to project taking possession of any land.

86. Therefore, the RFCT in LARR Act – 2013 has established near equivalence of the government's policies with those of ADB's SPS, 2009. Adoption of the below principles for the project has ensured that both are covered in their application to this project. A comparison of ADB and GoI policy and measures to fill the gaps is presented in the Table: 37.

Table 37: Comparison of ADB and GoI Policy

	Aspect	ADB Safeguard Requirement	Fair Compensation and Transference in Land Acquisition, Rehabilitation and Resettlement Act, 2013	Measures to Bridge the GAP
1	Screen the project	Screen the project to identify past, present, and future involuntary resettlement impacts and risks. Conduct survey and/or census of displaced persons, including a gender analysis,	4 (I) it is obligatory for the appropriate Government intends to acquire land for a public purpose to carry out a Social Impact Assessment study in consultation with concern Panchayat, Municipality or Municipal Corporation, as the case may be, at village level or ward level in the affected area. The Social Impact Assessment study report shall be made available to the public	Screening of all sub-projects in line with the IR checklist of ADB, towards enabling identification of the potential resettlement impacts and associated risks.

⁸vulnerable groups include: especially those below the poverty line, the landless, the elderly, women and children, and Indigenous Peoples, and those without legal title to land

	Aspect	ADB Safeguard Requirement	Fair Compensation and Transference in Land Acquisition, Rehabilitation and Resettlement Act, 2013	Measures to Bridge the GAP
		specifically related to resettlement	in the manner prescribed under section 6.	
2	Consultation with stake holders and establish grievance redress mechanism	Carryout consultations with displaced persons, host communities and concerned NGOs. Inform all displaced persons of their entitlements and resettlement options	Whenever a Social Impact Assessment is required to be prepared under section 4, the appropriate Government shall ensure that a public hearing is held at the affected area, after giving adequate publicity about the date, time and venue for the public hearing, to ascertain the views of the affected families to be recorded and included in the Social Impact Assessment Report. The Land Acquisition Rehabilitation and Resettlement Authority shall be established in each State by the concerned State Government to hear disputes arising out of projects where land acquisition has been initiated by the State Government or its agencies.	No gap between SPS and FCTLARR.
3.	Improve, or at least restore, the livelihoods of all displaced, and payment at replacement cost	Improve or restore the livelihoods of all displaced persons through: (i) land-based resettlement strategies; (ii) prompt replacement of assets with access to assets of equal or higher value, (iii) prompt compensation at full replacement cost for assets that cannot be restored, and (iv) additional revenues and services through benefit sharing schemes where possible.	The Collector having determined the market value of the land to be acquired shall calculate the total amount of compensation to be paid to the land owner (whose land has been acquired) by including all assets attached to the land. Livelihood losers are eligible for various rehabilitation grants.	No gap between SPS and FCTLARR. Assets to be compensated at replacement cost without depreciation and other Livelihood assistances and income restoration measures will be included.
4.	Assistance for displaced persons	Provide physically and economically displaced persons with needed assistance	Schedule I, provides market value of the land and value of the assets attached to land. Schedule II provides R&R package for land owners and for livelihood losers including landless and special provisions for Scheduled Tribes.	No gap between SPS and FCTLARR. Entitlement Matrix outlines compensation and assistance for DPs.
5.	Improve standard of living of displaced vulnerable groups	Improve the standards of living of the displaced poor and other vulnerable groups, including women, to at least national minimum standards	FCTLARR only provide special provisions scheduled tribe.	Provisions outlined in ADB SPS will be followed for the project
6.	Negotiated Settlement	Develop procedures in a transparent, consistent, and equitable manner if land acquisition is through negotiated settlement to ensure that those people who enter into negotiated settlements will maintain the same or better income and livelihood status	FCTLARR only apply in case of land acquired/purchased for PPP projects and for Private Companies. Section: 2. (2), and 46.	Provisions outlined in ADB SPS will be followed for the project.
7.	Compensation	Ensure that displaced	Non-titleholders on acquired land area is only	Provisions outlined in

	Aspect	ADB Safeguard Requirement	Fair Compensation and Transference in Land Acquisition, Rehabilitation and Resettlement Act, 2013	Measures to Bridge the GAP
	For non-title holders	persons without titles to land or any recognizable legal rights to land are eligible for resettlement assistance and compensation for loss of non-land assets.	included but not clear about non-titleholders in existing govt. land	ADB SPS will be followed for the project.
8.	Requirement of RP	Prepare a resettlement plan / indigenous peoples plan elaborating on displaced persons' entitlements, the income and livelihood restoration strategy, institutional arrangements, monitoring and reporting framework, budget, and time-bound implementation schedule.	Preparation of Rehabilitation and Resettlement Scheme including time line for implementation. <i>Section: 16. (1) and (2).</i> Separate development plans to be prepared. <i>Section 41</i>	No gap between SPS and FCTLARR. RP will be prepared for project with impact.
9.	Public disclosure	Disclose a draft resettlement plan, including documentation of the consultation process in a timely manner, before project appraisal, in an accessible place and a form and language(s) understandable to displaced persons and other stakeholders. Disclose the final resettlement plan and its updates to displaced persons and other stakeholders	Under clause 18, the Commissioner shall cause the approved Rehabilitation and Resettlement Scheme to be made available in the local language to the <i>Panchayat</i> , Municipality or Municipal Corporation. As the case may be, and the offices of the District Collector, the Sub-Divisional Magistrate and the <i>Tehsil</i> , and shall be published in the affected areas, in such manner as may be prescribed and uploaded on the website of the appropriate Government.	In addition to the publishing of the approved resettlement plan, the RF includes provision for disclosure of the various documents pertaining to RP implementation.
10.	Cost of resettlement	Include the full costs of measures proposed in the resettlement plan and indigenous peoples plan as part of project's costs and benefits. For a project with significant involuntary resettlement impacts and / or indigenous peoples plan, consider implementing the involuntary resettlement component of the project as a stand-alone operation.	16. (I) Upon the publication of the preliminary notification under sub-section (/) of section I I by the Collector, the Administrator for Rehabilitation and Resettlement shall conduct a survey and undertake a census of the affected families, in such manner and within such time as may be Prescribed, which shall include: (a) particulars of lands and immovable properties being acquired of each affected family; (b) livelihoods lost in respect of land losers and landless whose livelihoods are primarily dependent on the lands being acquired; (c) a list of public utilities and Government buildings which are affected or likely to be affected, where resettlement of affected families is involved; (d) details of the amenities and infrastructural facilities which are affected or likely to be affected, where resettlement of affected families is involved; and (e) details of any common property resources being acquired'	No gap between SPS and FCTLARR. Cost of resettlement will be covered by the EA.
11.	Taking over possession before Payment of compensation	Pay compensation and provide other resettlement entitlements before physical or economic displacement. Implement	38 (I) The Collector shall take possession of land after ensuring that full payment of compensation as well as rehabilitation and resettlement entitlements are paid or tendered to the entitled persons within a period of three	No gap between SPS and FCTLARR.

	Aspect	ADB Safeguard Requirement	Fair Compensation and Transference in Land Acquisition, Rehabilitation and Resettlement Act, 2013	Measures to Bridge the GAP
		the resettlement plan under close supervision throughout project implementation.	months for the compensation and a period of six months for the monetary part of rehabilitation and resettlement entitlements listed in the Second Schedule commencing from the date of the award made under section 30.	
12.	Monitoring	Monitor and assess resettlement outcomes, their impacts on the standards of living of displaced persons, and whether the objectives of the resettlement plan have been achieved by taking into account the baseline conditions and the results of resettlement monitoring. Disclose monitoring reports.	48 (I)The Central Government may, whenever necessary for national or inter-State projects, constitute a National Monitoring Committee for reviewing and monitoring the implementation of rehabilitation and resettlement schemes or plans under this Act.	For project, monitoring mechanism and frequency will follow ADB SPS based on categorization.

F. R&R Policy Framework for the Project

87. Based on the above analysis of government provisions and ADB policy, the following resettlement principles are adopted for this Project:

- (i) Screen the project early on to identify past, present, and future involuntary resettlement impacts and risks. Determine the scope of resettlement planning through a survey and/or census of displaced persons, including a gender analysis, specifically related to resettlement impacts and risks. Measures to avoid and minimize involuntary resettlement impacts include the following: (i) explore alternative alignments or locations which are less impacting, (ii) ensure the appropriate technology is used to reduce land requirements, (iii) modify the designs, cross sections, and geometrics of components to minimize the ROW and ensure involuntary resettlement is avoided or minimized.
- (ii) Carry out meaningful consultations with displaced persons, host communities, and concerned nongovernment organizations. Inform all displaced persons of their entitlements and resettlement options. Ensure their participation in planning, implementation, and monitoring and evaluation of resettlement programs. Pay particular attention to the needs of vulnerable groups, especially those below the poverty line, the landless, the elderly, women and children, and indigenous peoples, and those without legal title to land, and ensure their participation in consultations. Establish a grievance redress mechanism to receive and facilitate resolution of the concerns of displaced persons. Support the social and cultural institutions of displaced persons and their host population. Where involuntary resettlement impacts and risks are highly complex and sensitive, compensation and resettlement decisions should be preceded by a social preparation phase.
- (iii) Improve, or at least restore, the livelihoods of all displaced persons through; (i) land-based resettlement strategies when affected livelihoods are land based where possible or cash compensation at replacement cost for land when the loss of land does not undermine livelihoods, (ii) prompt replacement of assets with access to assets of equal or higher value, (iii) prompt compensation at full replacement cost for assets that cannot be restored, and (iv) additional revenues and services through benefit sharing schemes where

- possible.
- (iv) Provide physically and economically displaced persons with needed assistance, including the following: (i) if there is relocation, secured tenure to relocation land, better housing at resettlement sites with comparable access to employment and production opportunities, integration of resettled persons economically and socially into their host communities, and extension of project benefits to host communities; (ii) transitional support and development assistance, such as land development, credit facilities, training, or employment opportunities; and (iii) civic infrastructure and community services, as required.
 - (v) Improve the standards of living of the displaced poor and other vulnerable groups, including women, to at least national minimum standards. In rural areas provide them with legal and affordable access to land and resources, and in urban areas provide them with appropriate income sources and legal and affordable access to adequate housing.
 - (vi) Ensure that displaced persons without titles to land or any recognizable legal rights to land are eligible for all compensation, relocation and rehabilitation measures, except land.
 - (vii) Prepare a resettlement plan elaborating on the entitlements of displaced persons, the income and livelihood restoration strategy, institutional arrangements, monitoring and reporting framework, budget, and time-bound implementation schedule. This resettlement plan will be approved by ADB prior to contract award.
 - (viii) Disclose a draft resettlement plan, including documentation of the consultation process in a timely manner, before project appraisal, in an accessible place and a form and language(s) understandable to displaced persons and other stakeholders. Disclose the final resettlement plan and its updates to displaced persons and other stakeholders.
 - (ix) Conceive and execute involuntary resettlement as part of a development project or program. Include the full costs of resettlement in the presentation of project's costs and benefits. For a project with significant involuntary resettlement impacts, consider implementing the involuntary resettlement component of the project as a stand-alone operation.
 - (x) Pay compensation and provide other resettlement entitlements before physical or economic displacement. Implement the resettlement plan under close supervision throughout project implementation.
 - (xi) Monitor and assess resettlement outcomes, their impacts on the standard of living of displaced persons, and whether the objectives of the resettlement plan have been achieved by taking into account the baseline conditions and the results of resettlement monitoring. Disclose monitoring reports.

G. Valuation of Assets

88. The valuation of affected land and structures will be governed by the following process:

89. Land surveys for determining the payment of compensation would be conducted on the basis of updated official records and ground facts. The land records containing information like legal title, and classification of land will be updated expeditiously for ensuring adequate cost compensation and allotment of land to the entitled displaced persons. Records as they are on the cut-off date will be taken into consideration while determining the current use of land. The economically unviable residual land remaining after the land acquisition will be acquired as per the provisions of RFCT in LARR Act, 2013. The owner of such land/property if desired so, will have the right to seek acquisition of his entire contiguous holding/ property provided the residual land is economically unviable. However, the Collector will decide on the viability and acquisition of such land under section 94 (1-4) of RFCTLARR Act, 2013 and his decision will be termed as final.

90. The methodology for verifying the replacement cost for each type of loss will be calculated as per the provision made in the RFCT in LARR Act -2013, which take account of market value, additional solatium, transitional value and therefore, equivalent to the replacement cost defined in the SPS 2009.

1. Valuation of Land:

91. The District Collector/Deputy Commissioner shall determine the market value of the land with assessment of (a) the market value, if any, specified in the Indian Stamp Act, 1899 for the registration of sale deeds or agreements to sell, as the case may be, in the area, where the land is situated; or (b) the average sale price for similar type of land situated in the nearest village or nearest vicinity area; or (c) consented amount of compensation as agreed upon, whichever is higher.

92. Where the market value as per above section (1) cannot be determined for the reason that: (a) the land is situated in such area where the transactions in land are restricted by or under any other law for the time being in force in that area; or (b) the registered sale deeds or agreements to sell for similar land are not available for the immediately preceding three years; or (c) the market value has not been specified under the Indian Stamp Act, 1899; the appropriate authority, the State Government concerned shall specify the floor price or minimum price per unit area of the said land based on the Price calculated in the manner specified in the above section (1) in respect of similar types of land situated in the immediate adjoining areas.

93. The market value calculated as per above section (1) shall be multiplied by a factor of (a) 1 (one) to 2 (two) in rural areas based on the distance of project from Urban Area as notified by the State Government; and (b) one in urban areas.

94. Solatium amount equivalent to 100% of the market value calculated on the basis of above (1 or 2) x 3.

Hence;

The cost of land in rural areas = $X + 100\%$ of X ,

The cost of land in urban areas = $X + 100\%$ of X

Where X = Market Value as determined above x 1 to 2.

2. Valuation of Building and Structure:

95. The cost of buildings will be estimated based on updated Basic Schedule of Rates (BSR) as on date without depreciation. Since, all the affected structures belong to non-titleholders, no Solatium will be added to the estimated market value of the structure as it is provided to only the titleholders under the provision of RFCT in LARR Act -2013. During valuation of structure/building following parameters should be taken into account:

- From where they use to buy materials
- Type of shops
- Distance to be traveled
- Sources (local or foreign) and the cost of various materials
- Who will build the structures (owner or contractor) and whether they will use the hired labor or their own labor;

- Obtaining cost estimates by meeting at least three contractors/suppliers in order to identify cost of materials and labor
- Identifying the cost of different types of houses of different categories and compare the same with district level prices.
- Calculation of the labor cost even if the structure is constructed by the household only without hiring any labor.

96. Even after payment of compensation, DPs would be allowed to take away the materials salvaged from their dismantled houses and shops and no charges will be levied upon them for the same. In case of any structures not removed by the DPs in stipulated 60 days period, a notice to that effect will be issued intimating that DPs can take away the materials so salvaged within 48 hours of their demolition; otherwise, the same will be disposed by the project authority without giving any further notice.

3. Valuation of Trees:

97. Compensation for trees will be based on their full replacement cost. The District Collector/Deputy Commissioner for the purpose of determining the market value of trees and plants attached to the land acquired, use the services of experienced persons/agencies in the field of agriculture, forestry, horticulture, sericulture, or any other field, as may be considered necessary by him.

98. Trees standing on the land owned by the government will be disposed off through open auction by the concerned Revenue Department/ Forest Department. DPs will be provided with an advance notice of three months prior to relocation. Further, all compensation and assistance will be paid to DPs at least 60 days prior to displacement or dispossession of assets.

99. For temporary impact on land and common resources, any land required by the project on a temporary basis will be compensated in consultation with landowners and will be restored to previous or better quality. Implementation issues can be found in the Entitlement Matrix.

6.

ENTITLEMENTS, ASSISTANCE AND BENEFITS

A. Introduction

100. The project will have three types of displaced persons i.e., (i) persons with formal legal rights to land lost in its entirety or in part; (ii) persons who lost the land they occupy in its entirety or in part who have no formal legal rights to such land, but who have claims to such lands that are recognized or recognizable under national laws; and (iii) persons who lost the land they occupy in its entirety or in part who have neither formal legal rights nor recognized or recognizable claims to such land. The involuntary resettlement requirements apply to all three types of displaced persons. The project involves land acquisition and therefore legal titleholders will be affected, the RP describes provision for all type of DPs and formulated the entitlement matrix.

B. Cut-off-Date for Entitlement

101. For titleholders in case of land acquisition, the date of publication of preliminary notification for acquisition under section 11 of the RFCT in LARR Act – 2013 will be treated as the cut-off date. For non-titleholders, the cut-off date will be the start date of the census survey which is 26December2021. The cut-off date for non-titleholders will be officially declared by the EA/IA along with the disclosure of

RP. DPs who settle in the affected areas after the cut-off date will not be eligible for compensation. They, however, will be given sufficient advance notice, requested to vacate premises and dismantle affected structures prior to project implementation. Their dismantled structures materials will not be confiscated and they will not pay any fine or suffer any sanction.

C. Project Entitlement

102. In accordance with the R&R measures outlined in the previous chapter, all displaced households and persons will be entitled to a combination of compensation packages and resettlement assistance depending on the nature of ownership rights on lost assets and scope of the impacts including socio-economic vulnerability of the displaced persons and measures to support livelihood restoration if livelihood impacts are envisaged. The displaced persons will be entitled to the following five types of compensation and assistance packages:

- a) *Compensation for structures (residential/ commercial) and other immovable assets at their replacement cost;*
- b) *Compensation for the loss of land, crops/ trees at their replacement cost;*
- c) *Assistance in lieu of the loss of business/ wage income and income restoration assistance;*
- d) *Assistance for shifting and provision for the relocation site (if required), and*
- e) *Rebuilding and/ or restoration of community resources/facilities.*

103. **Loss of land** will be compensated at replacement cost plus refund of transaction cost (land registration cost, stamp duties etc) incurred for purchase of replacement land within the time frame mentioned in the entitlement matrix. DPs with traditional title/occupancy rights will also be eligible for full compensation for land at replacement value. If the residual plot(s) becomes not viable three options are to be given to the DP, subject to his acceptance which are (i) The DP remains on the plot, and the compensation and assistance paid to the tune of required amount of land to be acquired, (ii) Compensation and assistance are to be provided for the entire plot including residual part, if the owner of such land wishes that his residual plot should also be acquired by the IA, the IA will acquire the residual plot and pay the compensation for it. The viability of such plot would be certified by concerned subdivisional magistrate (SDM) and concerned building department of the PWD. (iii) If the DP is from vulnerable group, compensation for the entire land by means of land for land will be provided if DP wishes so, provided that land of equal productive value is available. The replacement of land option will be considered by the District Collector/SDM while acquiring land wherever feasible alternate land is available. All fees, stamp duties, taxes and other charges, as applicable under the relevant laws, incurred in the relocation and rehabilitation process, are to be borne by the EA/IA. Each titleholder family losing land will be entitled for following assistances.

- (i) One time resettlement allowance of Rs. 50,000.
- (ii) One time assistance option from: (i) Where jobs are created through the project, employment for at least one member of the affected family with suitable training and skill development in the required field; or (ii) one-time payment of Rs. 500,000.

104. **Loss of Structures** will be compensated at replacement value with other assistance to the non-titleholders. The details of entitlement will be as:

- (i) Compensation for structure at the replacement cost to be calculated as per latest prevailing basic schedules of rates (BSR) without depreciation.
- (ii) Right to salvage materials from structure and other assets with no deductions from replacement value.
- (iii) One-time Resettlement allowance of Rs. 50,000
- (iv) One-time financial assistance of Rs. 25,000 to the families losing cattle sheds for reconstruction
- (v) One time shifting assistance of Rs. 50,000 towards transport costs etc.

105. **Loss of livelihood due to loss of primary source of income** will be compensated through rehabilitation assistances. There are only non-titleholders in this project losing primary source of income. Details of entitlements for the above categories are described below:

- (i) One-time financial assistance of minimum Rs. 25,000, for skill up-gradation training to DPs opted for (one member of the affected family) income restoration.
- (ii) Preference in employment under the project during construction and implementation.
- (iii) Monthly Subsistence allowance of Rs. 3,000 for one year (total Rs. 36,000) from the date of award

106. **Loss trees and crops** will be compensated by cash compensation. The entitlements to the DPs losing trees will be compensated for trees based on timber value at market price, and compensation for perennial crops and fruit trees at annual net product market value multiplied by remaining productive years; to be determined in consultation with the Forest Department for timber trees and the Horticulture Department for other trees/crops. Since there is no land acquisition under the subproject, no loss of trees is envisaged.

107. **Additional assistance to vulnerable households** (Vulnerable households includes BPL, SC, ST, WHH, disabled and elderly and non-titleholders DPs) will be paid with special assistance as detailed below. The following provision in addition to the compensation for lost assets will ensure that the vulnerable people affected under the Project will be able to improve their standard of living or attain at least national minimal level.

- (i) One-time lump sum assistance of Rs. 25,000 to vulnerable households. This will be paid above and over the other.
- (ii) Receive preference in income restoration training program under the project.
- (iii) Preference in employment under the project during construction and implementation according to their acquired skills.
- (iv) Access to basic utilities and public services.

108. **Loss of community infrastructure/common property resources** will be compensated either by cash compensation at replacement cost to the community (registered trust, society or village committee as appropriate) or reconstruction of the community structure in consultation with the affected community. CPR clearing and reconstruction including any ceremonial/religious expenses to relocate such structures will be undertaken by civil works contractors, and the associated costs are incorporated in their contracts.

109. **Temporary Impacts** on agricultural land due to plant site for contractor etc will be eligible for cash compensation for loss of income potential including:

- (i) Any land required by the Project on a temporary basis will be compensated in consultation with the landholders.
- (ii) Rent at market value for the period of occupation
- (iii) Compensation for assets at replacement cost
- (iv) Restoration of land to previous or better quality
- (v) Location of construction camps will be fixed by contractors in consultation with Government and local community.
- (vi) 60 days advance notice regarding construction activities, including duration and type of temporary loss of livelihood.
- (vii) Cash assistance based on the minimum wage/average earnings per month for the loss of income/livelihood for the period of disruption, and contractor's actions to ensure there is no income/access loss consistent with the EMP.
- (viii) Assistance to mobile vendors/hawkers to temporarily shift for continued economic activity.

110. **Any unanticipated impacts** due to the project will be documented during the implementation phase and mitigated based on provision made in the Entitlement Matrix of this RP.

D. Entitlement Matrix

111. An Entitlement Matrix has been developed for the entire Bihar State Highways III Project and is applicable to phase II also. It summarizes the types of losses and the corresponding nature and scope of entitlements; and is in compliance with National/ State Laws and ADB SPS-2009 (**refer to Table 38**). Appropriate compensation and assistance will be fully paid prior to any physical or economic displacement.

112. All compensation and other assistances⁹ will be paid to all DPs prior to commencement of civil works. After payment of compensation, DPs would be allowed to take away the materials salvaged from their dismantled houses and shops and no charges will be levied upon them for the same. The cost of salvaged materials will not be deducted from the overall compensation amount due to the DPs. A notice to that effect will be issued intimating that DPs can take away the materials.

⁹ While compensation is required prior to dispossession or displacement of affected people from their assets, the full resettlement plan implementation, which may require income rehabilitation measures, might be completed only over a longer period of time after civil works have begun. Displaced people will be provided with certain resettlement entitlements, such as land and asset compensation and transfer allowances, prior to their displacement, dispossession, or restricted access.

Table 38: Entitlement Matrix

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
Land						
1-a	Loss of private land	Agricultural land ¹⁰ , homestead land or vacant plot	Legal titleholders/ Family with traditional titleholders ¹¹	<ul style="list-style-type: none"> • Compensation at replacement cost or land-for-land where feasible.¹²If land-for-land is offered, titles will be in the name of original landowners. • One time Resettlement allowance¹³ of Rs. 50,000 per affected family¹⁴ • Each affected family shall be eligible for choosing one time assistance option from: (i) Where jobs are created through the project, employment for at least one member of the affected family with suitable training and skill development in the required field; or (ii) One-time payment of Rs. 	<ul style="list-style-type: none"> • Compensation accounts for all taxes and fees, and does not account for any depreciation. • Vulnerable households will be identified during the census. • Re-titling to be completed prior to project completion • For option of choosing job created through project, job will be paid at living wage and monitored 	The Valuation Committee will determine replacement value as per the procedures outlined in the subsequent sections of this document. PIU will ensure provision of notice. PIU will verify the extent of impacts through a 100% survey of DPs, determine assistance, and identify vulnerable households.

¹⁰ The LARR, 2013 Act says no irrigated multi cropped land shall be acquired under this Act, except in exceptional circumstances, as a demonstrable last resort. Wherever such land is acquired, an equivalent area of culturable wasteland shall be developed for agricultural purposes or an amount equivalent to the value of land acquired shall be deposited with the appropriate Government for investment in agriculture for enhancing food-security. Such costing shall also reflect while preparing Resettlement Budget.

¹¹ Traditional land rights refer to households with customary rights to land, and shall be treated equivalent to titleholders. The Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 defines "Forest Dwelling Scheduled Tribes" as the members or community of the Scheduled Tribes who primarily reside in and who depend on the forests and forest lands for bona fide livelihood needs and includes the Scheduled Tribe pastoralist communities. The act provides right to in situ rehabilitation including alternative land in cases where the Scheduled Tribes and other traditional forest dwellers have been illegally evicted or displaced from forest land of any description without receiving their legal entitlement or rehabilitation prior to the 13th of December 2005.

¹² Including option for compensation for non-viable residual portions.

¹³ The LARR Act-2013 specifies that each affected family shall be given one time Resettlement Allowance of Rs.50,000/- only. This is to cover transport and shifting.

¹⁴ 'Family' includes a person, his or her spouse, minor children, minor brothers and minor sisters dependent on him. Widows, divorcees and women deserted by families shall be considered separate family. An adult of either gender with or without spouse or children or dependents shall be considered as a separate family – as defined under LARR Act-2013.

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
				500,000 per affected family. • Additional assistance to Vulnerable Households	by CSC.	
1-b	Loss of private land	Agricultural land, homestead land or vacant plot	Tenants and leaseholders (whether having written tenancy/lease documents or not / Sharecroppers	<ul style="list-style-type: none"> • Compensation for rental deposit or unexpired lease (such amount will be deducted from the compensation of land owners). • Additional assistance to Vulnerable Households 	<ul style="list-style-type: none"> • Land owners will reimburse tenants and leaseholders land rental deposit or unexpired lease • Vulnerable households will be identified during the census. 	PIU will confirm land rental and ensure tenants and leaseholders receive reimbursement for land rental deposit or unexpired lease, and report to PIU. PIU will ensure provision of notice.
1-c	Loss of Government land	Vacant plot, Agricultural land, homestead land	Leaseholders	<ul style="list-style-type: none"> • Compensation for rental deposit or unexpired lease (such amount will be deducted from the compensation of the lessee). • Additional assistance to Vulnerable Households 	<ul style="list-style-type: none"> • Vulnerable households will be identified during the census. 	PIU will ensure provision of notice and identify vulnerable households.
1-d	Loss of Government land	Vacant plot, Agricultural land, homestead land, RoW of road	Non-Title Holders/Squatters ¹⁵ , Encroachers ¹⁶	<ul style="list-style-type: none"> • At least 60 days advance notice to shift from occupied land. • Notice to harvest standing seasonal crops and compensation. • Additional assistance to Vulnerable Households 	<ul style="list-style-type: none"> • Vulnerable households will be identified/verified during the RP implementation. 	PIU will ensure provision of notice. PIU will identify vulnerable households.
Residential Structures¹⁷						
2-a	Loss of residential structure	Residential structure and other assets ¹⁸	Legal titleholders Family with traditional	Each affected family shall be eligible for choosing one time	<ul style="list-style-type: none"> • Compensation accounts for all taxes 	Valuation committee will verify replacement value. PIU will verify the extent of

¹⁵ Squatters are those who have no recognizable rights on the land that they are occupying.

¹⁶ Encroachers are those who build a structure which is in whole or is part of an adjacent property to which he/she has no title. The vulnerability of these encroachers will be based on their other criteria except their NTH status.

¹⁷ Some of the entitlements under section are the same as previous rows as it is structured separately for each affected category and should not be duplicated in reading.

¹⁸ Other assets include, but is not limited to walls, fences, sheds, wells, etc.

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
			land right	<p>assistance option from:</p> <p>(i) Replacement cost of the structure and other assets (or part of the structure and other assets, if remainder is viable);</p> <p>or</p> <p>(ii) In Rural area, the displaced family will be provided with the option of constructed house as per Indira AawasYojana specifications in lieu of cash compensation;</p> <p>(iii) In Urban area, the displaced family will be provided with the option of constructed house of minimum 50 sq. m. plinth area in lieu of cash compensation.</p> <ul style="list-style-type: none"> • Fees, taxes, and other charges related to replacement structure. • Right to salvage materials from structure and other assets with no deductions from replacement value. • One-time Resettlement allowance of Rs. 50,000 per affected household • One-time financial assistance of Rs. 25,000 to the families losing cattle sheds for reconstruction • All displaced families will receive one time Shifting assistance of Rs. 50,000 towards transport costs etc. • Additional assistance to Vulnerable Households 	<p>and fees, and does not account for any depreciation.</p> <ul style="list-style-type: none"> • Vulnerable households will be identified/verified during the RP implementation. 	<p>impacts through a 100% survey of DHs determine assistance, verify and identify vulnerable households.</p>

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
2-b	Loss of residential structure	Residential structure and other assets	Tenants and leaseholders	<ul style="list-style-type: none"> • Replacement cost of part/whole of structure constructed by the tenant/leaseholder, and this will be deducted from the compensation amount of the owner. • Compensation for rental deposit or unexpired lease. • Right to salvage materials (of the portion constructed by tenants or leaseholders) from structure and other assets • One time Resettlement allowance of Rs. 50,000 per affected family • One-time financial assistance of Rs. 25,000 to the families losing cattle sheds for reconstruction. • All displaced families will receive one time Shifting assistance of Rs. 50,000 towards transport costs etc. • Additional assistance to Vulnerable Households 	<p>Land/structure owners will reimburse tenants and leaseholders rental deposit or unexpired lease.</p> <p>Vulnerable households will be identified/verified during the RP implementation.</p>	Valuation committee will verify replacement value. PIU will verify the extent of impacts through 100% surveys of DHs determine assistance, verify and identify vulnerable households.
2-c	Loss of residential structure	Residential structure and other assets	Non-Title Holders	<ul style="list-style-type: none"> • At least 60 days advance notice to shift. • Replacement cost¹⁹ of structure without depreciation • Right to salvage materials from structure and other assets without any cost • One time Resettlement allowance 	Vulnerable households will be identified/verified during the RP implementation.	PIU will verify the extent of impacts through a 100% survey of DHs determine assistance, verify and identify vulnerable households.

¹⁹Replacement cost will be based on the following elements: (i) fair market value; (ii) transaction costs; (iii) interest accrued, (iv) transitional and restoration costs; and (v) other applicable payments, if any. Where market conditions are absent or in a formative stage, the borrower/client will consult with the displaced persons and host populations to obtain adequate information about recent land transactions, land value by types, land titles, land use, cropping patterns and crop production, availability of land in the project area and region, and other related information.

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
				of Rs. 50,000 per affected family <ul style="list-style-type: none"> • All displaced families (squatters only) will receive one time shifting assistance of Rs. 50,000 towards transport costs etc. • Additional assistance to Vulnerable Households 		
Commercial Structures						
3-a	Loss of commercial structure	Commercial structure and other assets	Legal titleholders Family with traditional land right	<ul style="list-style-type: none"> • Replacement cost of the structure and other assets (or part of the structure and other assets, if remainder is viable) • Fees, taxes, and other charges related to replacement structure. • Right to salvage materials from structure and other assets with no deductions from replacement value. • One time Resettlement allowance of Rs. 50,000 per affected family • One-time financial assistance of Rs. 25,000 to the families losing shop for reconstruction of shop. • All physically displaced families will receive one time Shifting assistance of Rs. 50,000 towards transport costs etc. • Additional assistance to Vulnerable Households 	<ul style="list-style-type: none"> • Compensation accounts for all taxes and fees, and does not account for any depreciation. Vulnerable households will be identified during the census.	Valuation committee will determine replacement value. PIU will verify the extent of impacts through a 100% survey of DHs determine assistance, verify and identify vulnerable households.
3-b	Loss of commercial structure	Commercial structure and other assets	Tenants and leaseholders	<ul style="list-style-type: none"> • Replacement cost of part/whole of structure constructed by the tenant/leaseholder, and this will be deducted from the compensation amount of the owner. 	Land/structure owners will reimburse tenants and leaseholders land rental deposit or unexpired lease.	Valuation committee will determine replacement value. PIU will verify the extent of impacts through a 100% survey of DHs determine assistance, verify and

Livelihood

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
4	Loss of livelihood	Livelihood	<p>Legal titleholder losing business/ commercial establishment</p> <p>Family with traditional land right</p> <p>Commercial tenant</p> <p>Commercial leaseholder</p> <p>Employee in commercial establishment</p> <p>Agricultural laborer (long term)</p> <p>Artisans</p> <p>Commercial Squatters and Encroachers</p>	<ul style="list-style-type: none"> One-time financial assistance of minimum Rs. 25,000. Skill up-gradation training to APs opted for (one member of the affected family) income restoration. Preference in employment under the project during construction and implementation. Monthly Subsistence allowance of Rs. 3,000 for one year (total Rs. 36,000) from the date of award Additional assistance to Vulnerable Households 	<p>Vulnerable households will be identified/verified during the RP implementation.</p>	<p>PIU will verify the extent of impacts through a 100% survey of DHs determine assistance, verify and identify vulnerable households.</p> <p>For Agricultural laborer (long timer) Only those who are in fulltime / permanent employment of the land owner will be eligible for this assistance. Seasonal agricultural laborers will not be entitled for this assistance.</p>
Trees and Crops						
5	Loss of trees and crops	Standing trees and crops	<p>Legal titleholder</p> <p>Family with traditional land right</p> <p>Agricultural tenant/ leaseholder</p> <p>Sharecroppers</p> <p>Non-Title Holders</p> <p>Squatter</p>	<ul style="list-style-type: none"> Advance notice of 60 days to harvest crops, fruits, and timbers. Compensation for standing crops in case of such loss, based on an annual crop cycle at market value Compensation for trees based on timber value at market price, and compensation for perennial crops and fruit trees at annual net product market value multiplied by remaining productive years; to be determined in consultation 	<ul style="list-style-type: none"> Harvesting prior to acquisition will be accommodated to the extent possible Work schedules will avoid harvest season. Seasonal crops will be given at least 60 days' notice. If notice cannot be given, compensation for standing crops will be compensated at 	<p>PIU will ensure provision of notice. Valuation Committee will undertake valuation of standing crops, perennial crops and trees, and finalize compensation rates in consultation with DPs.</p>

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
				with the Forest Department for timber trees and the Horticulture Department for other trees/crops.	market value. • Market value of trees/crops has to be determined.	
Vulnerable						
6	Impacts on vulnerable APs	All impacts	Vulnerable APs	<ul style="list-style-type: none"> One-time lump sum assistance of Rs. 25,000 to vulnerable households. This will be paid above and over the other assistance provided in items 1, 2, 3, 4 and 5. Receive preferential in income restoration training program under the project. Preference in employment under the project during construction and implementation. Access to basic utilities and public services 	Vulnerable households will be identified/verified during the RP implementation.	<p>PIU will verify the extent of impacts through 100% surveys of DHs determine assistance, verify and identify vulnerable households.</p> <p>The PIU with support from the PM/AE and RP Implementation agency²⁰ will conduct a training need assessment in consultations with the displaced persons so as to develop appropriate income restoration schemes.</p> <p>Suitable trainers or local resources will be identified by PIU and RP implementation agency in consultation with local training institutes.</p>
Temporary Loss						
7	Temporary loss of land ²¹	Land temporarily required for sub-project construction	<p>Legal titleholders</p> <p>Family with traditional land right</p>	<ul style="list-style-type: none"> Any land required by the Project on a temporary basis will be compensated in consultation with the landholders. Rent at market value for the period of occupation 	Assessment of impacts if any on structures, assets, crops and trees due to temporary occupation.	Valuation Committee will determine rental value and duration of construction survey and consultation with DPs. PIU will ensure compensation is paid prior to

²⁰When suitable agency is not available, the PIU will be staffed with qualified and experienced social workers to assist the IA in RP implementation

²¹Temporary possession of land for project purpose can be taken only for three years from the date of commencement of such possession/occupation.

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
				<ul style="list-style-type: none"> • Compensation for assets at replacement cost • Restoration of land to previous or better quality²². • Location of construction camps will be fixed by contractors in consultation with Government and local community. 	Site restoration.	site being taken-over by contractor. Contractor will be responsible for site restoration.
8	Temporary disruption of livelihood		Legal titleholders, non-titled APs	<ul style="list-style-type: none"> • 60 days advance notice regarding construction activities, including duration and type of disruption. • Cash assistance based on the average earnings per month for the loss of income/livelihood for the period of disruption, and contractor's actions to ensure there is no income/access loss consistent with the EMP.²³ • Assistance to mobile vendors/hawkers to temporarily shift for continued economic activity.²⁴ 	Identification of alternative temporary sites to continue economic activity.	Valuation Committee will determine income lost. Contractors will perform actions to minimize income/access loss.
Common Resources						
9	Loss and temporary impacts on common resources	Common resources	Communities	<ul style="list-style-type: none"> • Replacement or restoration of the affected community facilities – including public water stand posts, public utility posts, 	Follow ADB SPS	PIU and Contractor.

²² If the land has become permanently unfit to be used for the purpose for which it was used immediately before the commencement of such term, and if the persons interested shall so require, the appropriate Government shall proceed under the Act to acquire the land as if it was needed permanently for a public purpose.

²³ This includes: leaving spaces for access between mounds of soil, providing walkways and metal sheets to maintain access across trenches for people and vehicles where required, increased workforces to finish work in areas with impacts on access, timing of works to reduce disruption during business hours, phased construction schedule and working one segment at a time and one side of the road at a time.

²⁴ For example, assistance to shift to the other side of the road where there is no construction.

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
				temples, shrines, etc.		
Other						
10	Any other loss not identified	-	-	<ul style="list-style-type: none"> Unanticipated involuntary impacts will be documented during the implementation phase and mitigated. 	-	PIU will finalize the entitlements in line with ADB's SPS, 2009.

7.

RELOCATION OF HOUSING AND SETTLEMENTS**A. Basic Provision for Relocation**

113. The EA will provide adequate and appropriate replacement of structures or cash compensation at full replacement cost for lost structures, adequate compensation for partially damaged structures, and relocation assistance, according to the Entitlement Matrix. The EA will compensate to the non-titleholders for the loss of assets other than land, such as dwellings, and also for other improvements to the land, at full replacement cost.

B. Need for Relocation

114. Despite being a linear project and efforts made to minimize the resettlement impacts, the proposed project will affect residential and commercial structures as a result of which both physical and economic displacement will arise and need of relocation in the project. Efforts are made through various provisions in this resettlement plan to mitigate negative social impacts caused up on displaced persons and communities by supporting relocation of affected households and by restoration of income to a minimum standard.

115. In the project, 78 residential structures owned by 68 households, 117 commercial structures owned by 112 households, 17 residential-cum-commercial structures owned by 17 households and 29 other private structures owned by 27 households are being affected as shown in table below.

Table 39: Loss of Private Structure

Sl. No.	Type of Structure	No. of Structure	DHs
1	Residential Structure	78	68
2	Commercial Structure	117	112
3	Resi+Commercial Structure	17	17
4	Other Private Structure	29	27
Total		241	224

C. Relocation and Compensation Option by DPs

116. To understand and know the relocation options, DPs were consulted during the census survey and out of total 224 households 209 (93.30%) have opted for self-relocation and 15 (6.70%) have opted for project-based relocation. The choice of DPs is further supported by their compensation option as maximum (95.54%) opted cash compensation against loss of their structure. The details are given in **Table 40**.

Table 40: DPs Choice on Relocation and Compensation

Sl. No.	Relocation Options	No. of Households	%	Compensation Option	No. of Households	%
1	Self-Relocation	209	93.30	Structure for Structure loss	10	4.46
2	Project Assisted Relocation	15	6.70	Cash for Structure loss	214	95.54

Total	224	100.0	100.00	224	100.0
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D. Relocation Strategy

117. With the scattered nature of resettlement impacts the residential structures affected in the project are spread all along the sub project road. Most of the DPs preferred for cash compensation and self-relocation and during the focused group discussion, while discussing about relocation options people were very much in favour of resettlement within the village to avoid disruption of community life and problem with host community. Therefore, cash compensation at market rate along with relocation assistances is adopted as more practical solution in this case.

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

- (i) Compensation for structure will be paid at the replacement cost to be calculated as per latest prevailing basic schedules of rates (BSR) without depreciation,
- (ii) One-time Resettlement allowance of Rs. 50,000 per affected household
- (iii) Shifting assistance to all structures at @ of Rs. 50,000 per structure,
- (iv) Right to salvage materials from structure and other assets with no deductions from replacement value, and

119. To help the DPs losing structures in getting all above entitlements and relocating themselves, following relocation strategy will be adopted in the project:

- a) At least 60 days advance notice before demolition of structure.
- b) Their dismantled structures materials will not be confiscated and they will not pay any fine or suffer any sanction.
- c) The RP implementing agency engaged for RP implementation will assist DPs during verification of assets and will provide necessary counseling on payment of compensation and assistance.
- d) The RP implementing agency will assist the project authorities in ensuring a smooth transition (during the part or full relocation of the DPs), helping the DPs to take salvaged materials and shift.
- e) In close consultation with the DPs, the RP implementing agency will fix the shifting dates agreed with the DPs in writing and the arrangements desired by the DPs with respect to their entitlements.
- f) In case of self-relocation also, the RP implementing agency will assist the DPs in finding alternative land within the village if so desired by the DPs in consultation with village committee and other beneficiaries in the villages.

E. Relocation Strategy for CPR

120. There are 35 common property resources reported to be affected under the sub-project as provided in table 18 of this RP. The CPRs will be compensated either by cash compensation at replacement cost to the community (registered trust, society or village committee as appropriate) or reconstruction of the community structure in consultation with the affected community. CPR clearing and reconstruction including any ceremonial/religious expenses to relocate such structures will be undertaken by civil works contractors, and the associated costs are incorporated in their contracts.

8.

INCOME RESTORATION AND REHABILITATION

A. Loss of Livelihoods in the Project

121. The project impacts reveal that due to loss of land and commercial structures 199 households will experience loss of their livelihood. As per the findings of census survey, 46 landowners losing more than 10% of their agricultural land, 112 owners of commercial structures, 17 owners of residential-cum-commercial structures, 24 tenants doing business activity and 9 employees in affected commercial units will be losing their livelihood due to the project. The details of impact on livelihoods in the project are summarized in the **Table 41**.

Table 41 : Loss of Livelihoods in the Project

Sl. No.	Loss	Households	Households
1	Owners of Agricultural Land	46	23.12
2	Agricultural Labourer	0	0.00
3	Agricultural Tenants/ Leaseholders	0	0.00
4	Sharecropper	0	0.00
5	Loss of Commercial Structure	112	56.28
6	Loss of Residential cum Commercial Structure	17	8.54
7	Commercial Tenants	24	12.06
8	Employees in Structures	0	0.00
Total		199	100.00

122. The above table shows that out of total DPs about 22% households are losing livelihood under the subproject. Income losses due to loss of commercial structure will be restored in a sustainable manner; in addition to subsistence allowance and livelihood allowance, DPs will be provided with skill up-gradation and training.

B. Provisions for Loss of Livelihood

123. The DPs losing their livelihoods include titleholders losing land and structures, non-titleholders having commercial structures, and commercial tenants in affected commercial structures and land under the project. In the case of economically displaced persons, regardless of whether or not they are physically displaced, the EA will promptly compensate for the loss of income or livelihood sources at full replacement cost. The EA will also provide assistance such as credit facilities, training, and employment opportunities so that they can improve, or at least restore, their income-earning capacity, production levels, and standards of living to national minimum standard. The RP implementing agency will prepare the micro plan with specific income restoration activities for each DPs at such appropriate time to enable the DPs to initiate restore their income in line with the construction schedule.

124. In cases where land acquisition affects commercial structures which are required to be relocated, affected business owners are entitled to:

- (i) the costs of reestablishing commercial activities elsewhere;
- (ii) the subsistence allowance lost during the transition period; and

- (iii) the costs of transferring the plant, machinery, or other equipment.

125. Business owners with legal rights or recognized or recognizable claims to land where they carry out commercial activities are entitled to replacement property of equal or greater value or cash compensation at full replacement cost. Non-titleholder households losing business structure and livelihood will be compensated for the structure loss and receive transitional assistance as well. The IA will ensure that no physical displacement or economic displacement will occur until:

- (i) compensation at full replacement will paid to each displaced person for project components or sections that are ready to be constructed;
- (ii) other entitlements listed in the resettlement plan have been provided to displaced persons; and
- (iii) a comprehensive income and livelihood rehabilitation program, supported by an adequate budget, is in place to help displaced persons improve, or at least restore, their incomes and livelihoods.

C. Income Restoration Measures

126. The entitlement proposed for the project has adequate provisions for restoration of livelihood of the affected communities. The focus of restoration of livelihoods is to ensure that the DPs are able to at least regain national minimum standards. To restore and enhance the economic conditions of the DPs, certain income generation and income restoration programs are incorporated in the RP. To begin with providing employment to the local people during the construction phase will enable them to benefit from the project, reduce the size of intrusive work forces and keep more of the resources spent on the project in the local economy. It will also give the local communities a greater stake and sense of ownership in the project.

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

D. Additional Support from Ongoing Poverty Reduction Programs

128. In addition to project-sponsored programs, the RP implementing agency will play a proactive role to mobilize DPs to get benefits from various government schemes National Farmer Policy, animal husbandry and dairy development, development of inland fisheries and agriculture, providing kishan credit card, agriculture insurance schemes etc. and ensure their accessibility particularly of vulnerable groups. The RP implementing agency will work with the panchayat governments to make available to the DPs benefits of some of the ongoing pro-poor programs for poverty reduction.

9.

RESETTLEMENT BUDGET AND FINANCING PLAN**A. Introduction**

129. The resettlement cost estimate for this project includes eligible compensation, resettlement assistance and support cost for RP implementation. The support cost, which includes staffing requirement, monitoring and reporting, involvement of RP implementing agency in project implementation and other administrative expenses are part of the overall project cost. The unit cost for structures and other assets in this budget has been derived through field survey, consultation with affected families, relevant local authorities and reference from old practices. Contingency provisions have also been made to take into account variations from this estimate. Some of the major items of this R&R cost estimate are outlined below:

- Compensation for agricultural, residential and commercial land at their replacement value
- Compensation for structures (residential/ commercial) and other immovable assets at their replacement cost
- Compensation for trees
- Subsistence assistance in lieu of the loss of business and livelihood
- Assistance in lieu of the loss of business/ wage income/ employment and livelihood
- Assistance for shifting of the structures
- Resettlement and Rehabilitation Assistance in the form of Training allowance
- Special assistance to vulnerable groups for their livelihood restoration
- Cost for implementation of RP.

B. Compensation

130. **Private Land:** For the purpose of cost estimate, the unit rate for agricultural land has been estimated on the basis of latest official rate and prevailing market value assessment during census survey. However, the actual compensation for land at replacement cost will be determined by District Collector. For cost estimates of land multiplying factor is taken 1 for urban areas while it is considered as 2 in case of rural areas.

131. **Residential/ Commercial and other structures:** For the purpose of cost estimate, average rates of various types of structures are estimated on the basis of latest BSR and market assessment. The average rate for permanent structures without land has been calculated at Rs. 15,000/m², semi-permanent structures have been calculated at Rs. 10,000/m², and temporary structures have been calculated at the rate of Rs. 5,000/m². However, the actual compensation will be calculated by the professional valuer taking into account the latest BSR without depreciation.

132. **Compensation for tree:** For cost estimate the rate for fruit and non-fruit trees are computed as Rs. 15000 and Rs. 8000 per tree. However, the revenue department will calculate the actual cost of trees during field verification.

C. Assistance

133. All title-holder DPs losing land and non-titleholder DPs losing structures will be eligible for onetime resettlement allowance of Rs. 50,000/- (Rupees Fifty Thousand Only) per affected family.

134. Titleholder DPs losing land will be eligible for onetime assistance of Rs. 5,00,000/- (Rupees Five Lakh Only) per affected family.

135. Titleholder DPs losing structure, non-titleholder DPs losing structures (squatters only) and tenants will be eligible for onetime shifting assistance of Rs. 50,000/- (Rupees Fifty Thousand Only) towards transport costs.

136. DPs losing cattle shed will be eligible for Rs. 25,000/- (Rupees Twenty-Five Thousand Only) as assistance for reconstruction of cattle shed.

137. All DPs losing livelihood will be eligible for monthly subsistence allowance of Rs. 3,000/- per month for a period of one year from the date of award i.e., Rs. 36,000/- (Rupees Thirty-Six Thousand Only) per affected family.

138. All DP losing livelihood will be eligible for onetime financial assistance of minimum Rs. 25,000/- (Rupees Twenty-Five Thousand Only) per affected family.

139. Skill up-gradation training to DPs (one member of the affected family) opted for income restoration. Based on the prevailing training expenditure Rs. 10,000/- (Rupees Ten Thousand Only) per families losing livelihood.

140. Additional onetime assistance of Rs. 25,000 (Rupees Twenty-Five Thousand Only) per affected vulnerable family.

D. Compensation for Community and Government Property

141. The inventory of CPR was conducted under the census survey and the list of the affected CPRs are provided in Appendix3. CPR clearing and reconstruction including any ceremonial/religious expenses to relocate such structures will be undertaken by civil works contractors, and the associated costs are incorporated in their contracts.

E. RP Implementation and Support Cost

142. The unit cost for hiring of the RP implementing agency has been calculated on a lump sum basis for Rs. 6,000,000/- (Rupees Sixty Lakhs Only). The service of RP implementing agency will be required for 2 to 3 years period. Costs will be updated during implementation if required. A 5% contingency has been added in order to adjust any cost escalation during project implementation. For grievance redress process and carrying out consultation during project implementation a lump sum of Rs. 1,000,000/- (Rupees Ten Lakhs only) is provided. The other cost of RP implementation and administrative activities will be a part of existing departmental expenditure. For hiring of an external monitoring agency/expert a lump sum Rs. 1,500,000 (Rupees Fifteen Lakhs only) has been made.

F. R&R Budget

143. The total R&R budget for the proposed project RP works out to Rs1138.44 million. A detailed indicative R&R cost is given in **Table42**.

Table 42:R&R Budget

S. N.	Item	Unit	Rate	Amount
A	Compensation for Land	in Acre	Rupees	in Rupees
1	Compensation for Private Land in Rural Area	21.03	Varied	8,13,08,554
		Multiplied by factor 2		16,26,17,108
		100% solatium		16,26,17,108
2	Compensation for Private Land in Rural Area	2.84	Varied	13,19,56,560
		Multiplied by factor 1		13,19,56,560
		100% solatium		13,19,56,560
	Subtotal A			58,91,47,336
B	Compensation for Structure	in Sq. mtr./mtr.	Rupees	
1	Compensation for Permanent Structure	493.08	15,000	73,96,200
2	Compensation for Semi-Permanent Structure	1,574.11	10,000	1,57,41,100
3	Compensation for Temporary Structure	690.35	5,000	34,51,750
4	Compensation for Boundary Wall	106.20	2,000	2,12,400
	Subtotal B			2,68,01,450
C	Compensation for Trees	Number	Rupees	
1	Fruit Bearing Tree	20	15,000	3,00,000
2	Non-fruit bearing	24	8,000	1,92,000
	Subtotal C			4,92,000
D	Assistance	Number		
1	One time assistance to land titleholder	751	5,00,000	37,55,00,000
2	Resettlement allowance to all DPs	914	50,000	4,57,00,000
3	Shifting assistance to DPs losing structure & Tenants	248	50,000	1,24,00,000
4	One time allowance for skill upgradation to DPs losing Livelihood	199	25,000	49,75,000
5	Subsistence allowance to DPs losing Livelihood	199	36,000	71,64,000
6	Special assistance to Vulnerable DPs	532	25,000	1,33,00,000
7	Assistance for reconstruction of cattle shed	10	25,000	2,50,000
	Subtotal D			45,92,89,000
E	RP Implementation Support Cost	Number		
1	Hiring of RP Implementation Agency	1	60,00,000	60,00,000
2	Grievance Redressal & Consultation Cost	Lump sum	10,00,000	10,00,000
3	Hiring External Monitoring Agency/Expert	1	15,00,000	15,00,000
	Subtotal E			85,00,000
	Total (A+B+C+D+E)			1,08,42,29,786
	Contingency (5%)			5,42,11,489
	GRAND TOTAL			1,13,84,41,275

G. Source of Funding and Fund Flow Management

144. The cost related to resettlement will be borne by the EA. The EA will ensure allocation of funds and availability of resources for smooth implementation of the project R&R activities. The EA will, in advance, initiate the process and will try to keep the approval for the R&R budget in the fiscal budget through the ministry of finance. In the case of assistance and other rehabilitation measures, the EA will

directly pay the money or any other assistance as stated in the RP to DPs. The RP implementing agency will be involved in facilitating the disbursement process and rehabilitation program.

Not to be used as a Bid Document, Only for Reference

10.

GRIEVANCE REDRESS MECHANISM**A. Introduction**

145. In the project RP implementation, there is a need for an efficient grievance redress mechanism that will assist the DPs in resolving their queries and complaints. Therefore, formation of Grievance Redress Committee (GRC) will be most important for grievance redress and it is anticipated that most, if not all grievances, would be settled by the GRC.

B. Grievance Redress Mechanism

146. A project-specific grievance redress mechanism (GRM) will be established to receive, evaluate and facilitate the resolution of displaced people's 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. The project-specific GRM is not intended to bypass the government's own redress process, rather it is intended to address displaced people's concerns and complaints promptly, making it readily accessible to all segments of the displaced people and is scaled to the risks and impacts of the project.

147. During project preparation, information regarding GRCs will be disclosed as part of the public consultation process. Grievances related to the implementation of the project will be acknowledged, evaluated, and responded to the complainant with corrective action proposed. The outcome shall also form part of the semi-annual monitoring report that will be submitted to ADB. The decision of the GRCs is binding, unless vacated by the court of law. The GRC will continue to function, for the benefit of the DPs, during the entire life of the project including the maintenance period.

C. Constitution and Function of the GRC

148. The GRC will be headed by the District Collector (DC) or his designated representative. The GRC will have representative from the PIU office, representatives of DPs, particularly of vulnerable DPs, local government representatives, representative of local NGOs and other interest groups. The GRC will meet at least once in each 15 days. Other than disputes relating to ownership rights under the court of law, GRC will review grievances involving all resettlement benefits, compensation, relocation, and other assistance. At least one member from each Panchayat will be a woman. The Committee will co-opt a member from each of the affected Panchayat institution when dealing with matters coming from a particular panchayat. Some of the specific functions of the GRC will be as following:

- To provide support for the DPs on problems arising out of land/property acquisition like award of compensation and value of assets;
- To record the grievances of the DPs, categorize and prioritize the grievances that needs to be resolved by the Committee and solve them within a month;
- To inform PIU of serious cases within an appropriate time frame; and
- To report to the aggrieved parties about the development regarding their grievance and decision of PIU.

149. It is proposed that GRC will meet regularly (at least twice in a month) on a pre-fixed date. The committee will look into the grievances of the people and will assign the responsibilities to implement the decisions of the committee. The claims will be reviewed and resolved within 15 days from the date of submission to the committee. All Grievances will be routed through the RP implementing agency to the GRC. Through public consultations, the DPs will be informed that they have a right to grievance redress.

The DPs can call upon the support of the RP implementing agency to assist them in presenting their grievances or queries to the GRC. The RP implementing agency will act as an in-built grievance redress body. The DPs, who would not be satisfied with the decision of the GRC, will have the right to take the grievance to the BSRDC Head Office for its redress. Failing the redressal of grievance at BSRDC, the DPs may take the case to Judiciary. Taking grievances to Judiciary will be avoided as far possible and the RP implementing agency will make utmost efforts at reconciliation at the level of GRC. All grievances received (written or oral) and their redress will be recorded and documented properly. The EA will ensure that, such records will be made available to the external monitor or ADB review mission on request. All the GRC related expenses will be borne by the project.

150. People who are, or may in the future be, adversely affected by the project may submit complaints to ADB's Accountability Mechanism. The Accountability Mechanism provides an independent forum and process whereby people adversely affected by ADB-assisted projects can voice, and seek a resolution of their problems, as well as report alleged violations of ADB's operational policies and procedures. Before submitting a complaint to the Accountability Mechanism, affected people should make a good faith effort to solve their problems by working with the concerned ADB operations department. Only after doing that, and if they are still dissatisfied, should they approach the Accountability Mechanism.²⁵

INSTITUTIONAL ARRANGEMENT

11.

A. Institutional Requirement

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

- Bihar State Road Development Corporation (BSRDC), Government of Bihar
- Project Implementation Unit (PIU)
- RP Implementing Agency
- Village Level Committee (VLC)
- District Grievance Redress Committee (GRC)
- Construction Supervision Consultant (CSC)/Authority Engineer (AE)

B. Executing Agency

152. The Executing Agency (EA) for the Project is BSRDC, Government of Bihar. The EA, headed by MD will have overall responsibility for implementation of loan and will also be responsible for the overall coordination among ADB, Government of Bihar. BSRDC has already set up a Project Implementation Unit (PIU) for implementation for the project which will be functional for the whole Project duration.

C. Resettlement Management at PIU

153. For resettlement activities, PIU will do the overall coordination, planning, implementation, and financing and monitoring. The PIU is headed by Deputy General Manager (DGM) and assisted by two Managers. Each of the Managers will be responsible for looking after the Land Acquisition and R&R activities of respective sections i.e. North and South sections. The PIU will hire an RP implementing agency for supporting implementation of resettlement activities in the project. The PIU will maintain all databases, work closely with DPs and other stakeholders and monitor the day today resettlement activities. Some of the specific functions of the PIU with regards to resettlement management will include:

- Overall responsibility of implementation and monitoring of R&R activities in the Project;
- Ensure availability of budget for R&R activities;
- Liaison lined agencies support for land acquisition and implementation of RP;
- Selection and appointment of the RP implementing agency.
- Coordinating with line Departments, PIU, RP implementing agency and CSC/AE.
- Monitor physical and financial progress on land acquisition and R&R activities;
- Participate in regular meetings in GRC; and
- Organize monthly meetings with the RP implementing agency to review the progress on R&R

D. RP implementing agency

154. Involuntary resettlement is a sensitive issue and strong experience in R&R matters along with community related skills will be required by the PIU in order to build a good rapport with the affected community and facilitate satisfactory R&R of the DPs. To overcome this deficiency, experienced and well-qualified RP implementing agency in this field will be engaged to assist the PIU in the implementation of the RP. The RP implementing agency would play the role of a facilitator and will work as a link between the PIU and the affected community. RP implementing agency will assist DPs in income restoration by preparing micro plan and guiding to access into various ongoing government development schemes and agencies providing financial assistance and loan. Taking into account the significant role of the RP implementing agency in RP implementation, it is extremely important to select the agency that are capable, genuine and committed to the tasks assigned in order to ensure the success of the Plan. The Terms of Reference for the RP implementing agency is appended as **Appendix:6**.

155. The roles and responsibilities of various agencies to be involved in resettlement planning process and implementation of resettlement activities are summarized in **Table43**.

Table 43 : Agencies Responsible for Resettlement Implementation

Key Agency	Responsibility
EA (BSRDC)	<ul style="list-style-type: none"> • Make final decision on roads to be included under the project • Overall responsibility for project design, feasibility, construction and operation and guide PIU • Ensure that sufficient funds are available to properly implement all agreed social safeguards measures • Ensure that all project comply with the provisions of ADB's SPS 2009 and Gol's policies and regulations • Submit semi-annual safeguards monitoring reports to ADB
Project Implementation Unit (PIU)	<p>(a) District Level</p> <ul style="list-style-type: none"> • Disseminate project information to the project affected community with assistance from DPR Consultants • Ensure establishment of Grievance Redress Committee at the district level for grievance redress with assistance from DPR Consultants <p>(b) Field Level</p> <ul style="list-style-type: none"> • Disclosure of project information in public spaces and through relevant media. • Disseminate project information to the community in coordination with DPR Consultants • Facilitate the socioeconomic survey and census • Facilitate consultation by the civil works contractor with community throughout implementation • Oversee land acquisition and coordinate with Deputy Commissioner • Supervise the mitigation measures during implementation and its progress • Conduct internal monitoring and prepare reports
Detailed Project Report (DPR) Consultants	<ul style="list-style-type: none"> • Undertake consultations involving community and DPs • Prepare due diligence report if no land acquisition • Encourage community/ DPs to voluntarily participate during the implementation
RP Implementing Agency	<ul style="list-style-type: none"> • Assist in the implementation of the RP if involuntary resettlement is identified.
Construction Supervision Consultant (CSC)/	<ul style="list-style-type: none"> • Provide technical support and advise to the IAs in the implementation of the RP specifically for addressing complaints and grievances and participate in resolving issues as a member of the GRC

Key Agency	Responsibility
Authority Engineer (AE)	<ul style="list-style-type: none"> • Monitor and assist the RP implementing agency by providing Technical Support and advice during implementation of RP. • Provide technical advice and on the job training to the contractors as necessary • Preparation of semi-annual monitoring reports based on the monitoring checklists and submission to RDA for further submission to ADB • Act as External Monitor for project with significant impact
Contractor	<ul style="list-style-type: none"> • Consult community and PIU regarding location of construction camps • Sign agreement with titleholder for temporary use of land and restore the land to equal or better condition upon completion • Commence construction only when alignment is free of encumbrance • Respond in a timely fashion to recommendations from GRCs
District level officials	<ul style="list-style-type: none"> • Provide any existing socioeconomic information, maps and other related information to DPR Consultant prior to the field data/information collection activities. • Act as the local focal point of information dissemination • Execute land acquisition process
Community Based Organizations	<ul style="list-style-type: none"> • Ensure the community participation at various stages of the project • Coordination with stakeholder organizations • Assist in Monitoring of the project • Providing indigenous knowledge as required
Village Level Committee	<ul style="list-style-type: none"> • Provide correct and accurate data and information from project formulation stage • Assist the project team to implement the project smoothly • Arrange proper community participation
ADB	<ul style="list-style-type: none"> • Review due diligence report/RP and endorse or modify the project classification • Review planning documents and disclose the draft and final reports on the ADB's website as required • Monitor implementation through review missions • Provide assistance to the EA and IA of project, if required, in carrying out its responsibilities and for building capacity for safeguard compliance • Monitor overall compliance of the project to ADB SPS

E. Capacity Building on RP in the EA

156. The BSRDC has already established a PIU headed by a DGM dealing with the land acquisition and resettlement for other projects. These officers have been working closely with the consultant team for the preparation of RP. The designated officials from BSRDC were also actively participated during the preparation of LA Plan and census survey. Capacity building training was also initiated through a series of consultations and informal orientation sessions in the local administration level especially in the local revenue offices. The concerned district collector was also informed about the project and the local revenue officials were consulted for collection of relevant land data and land holders' details. During, the preparation of RP and especially, during the land acquisition and resettlement survey, concerned officials were informed about their role during the implementation of RP particularly during the disbursement of compensation, assistance and relocation etc.

157. To allow an effective execution of all RP related tasks some expansion of the capacity on RP currently available at EA/PIU may be needed. As soon as the project will become effective BSRDC will carry out a capacity need assessment and will define the capacity building activities and if needed the additional experts required. All concerned staff at PIU level involved in land acquisition and resettlement activities will undergo an orientation and training in ADB resettlement policy and management. The

ADB's PPTA consultant's resettlement specialist will organize a training workshop and provide training to the PIU staff. Broadly, the training will cover various topics such as (i) Principles and procedures of land acquisition; (ii) Public consultation and participation; (iii) Entitlements and compensation & assistance disbursement mechanisms; Grievance redress; and (iv) Monitoring of resettlement operations. These will be covered through a formal workshop by the consultant under the ongoing technical assistance program. The specific components under the training will cover the following:

- Understanding of the ADB Policy Guidelines and requirements and differences between country policy and laws
- Understanding of the policy and procedure adopted for the Project
- Understanding of the Implementation Schedule activities step-by-step
- Understanding of the Monitoring and reporting mechanism
- Understanding of the economic rehabilitation measures

12.

IMPLEMENTATION SCHEDULE**A. Introduction**

158. Implementation of RP mainly consists of compensation to be paid for affected structures and rehabilitation and resettlement activities. The time for implementation of resettlement plan will be scheduled as per the overall project implementation. All activities related to the land acquisition and resettlement must be planned to ensure that compensation is paid prior to displacement and commencement of civil works. The EAs and PIUs will ensure that no physical or economic displacement of displaced 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 resettlement plan are provided to the displaced persons; and (iii) a comprehensive income and livelihood rehabilitation program, supported by adequate budget, is in place to help displaced persons, improve, or at least restore, their incomes and livelihoods. Furthermore, all RPs will be revised during detailed design, and the updated RPs will be approved by government and ADB and disclosed prior to implementation. Public consultation, monitoring and grievance redress will be undertaken intermittently throughout the project duration. However, the schedule is subject to modification depending on the progress of the project activities. The civil works contract for each project will only be awarded after all compensation and relocation has been completed for project and rehabilitation measures are in place.

B. Schedule for Project Implementation

159. The proposed project R&R activities are divided in to three broad categories based on the stages of work and process of implementation. The details of activities involved in these three phases like Project Preparation phase, RP Implementation phase, Monitoring and Reporting period are discussed in the following paragraphs.

C. Project Preparation Phase

160. The major activities to be performed in this period include establishment of PIU at project level; submission of RP for ADB approval; appointment of RP implementation agency and establishment of GRC etc. The information campaign and community consultation will be a process initiated from this stage and will go on till the end of the project.

D. RP Implementation Phase

161. After the project preparation phase the next stage is implementation of RP which includes issues like compensation of award by EA; payment of all eligible assistance; relocation of DPs; initiation of economic rehabilitation measures; site preparation for delivering the site to contractors for construction and finally starting civil work.

E. Monitoring and Reporting Period

162. As mentioned earlier the monitoring will be the responsibility of PIU and RP implementing agency and will start early during the project when implementation of RP starts and will continue till the completion of the project. Keeping in view the significant involuntary resettlement impacts, an external monitoring and reporting expert will be hired for the project.

Table 44. R&R Implementation Schedule

[illegible]

13.

MONITORING AND REPORTING**A. Need for Monitoring and Reporting**

164. Monitoring and reporting are critical activities in involuntary resettlement management in order to ameliorate problems faced by the DPs and develop solutions immediately. Monitoring is a periodic assessment of planned activities providing midway inputs. It facilitates change and gives necessary feedback of activities and the directions on which they are going. In other words, monitoring apparatus is crucial mechanism for measuring project performance and fulfilment of the project objectives.

B. Monitoring in the Project

165. RP implementation for the project by the RP implementing agency will be closely monitored by the EA. Keeping in view the significance of resettlement impacts of the project and being categorised overall as 'A', the monitoring mechanism for this project will have both internal monitoring by PIU and external monitoring by an external expert.

C. Monitoring by PIU

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

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

D. External Monitoring

167. The monitoring of RP will be undertaken by external monitor hired by the EA. However, as experienced in some of the previous projects the Social Development Monitoring Expert of the CSC/Authority Engineer can also be engaged and in that case the cost mentioned in the R&R budget will be adjusted accordingly. The main objective of this monitoring is to supervise overall monitoring of the project and submit a biannual report to determine whether resettlement goals have been achieved, more importantly whether livelihoods and living standards have been restored/ enhanced and suggest suitable recommendations for improvement. The external monitoring consultant will be mobilized within three months of loan approval and the monitoring will be carried out intermittently during the RP

implementation. The external monitor will assess resettlement outcomes, their impacts on the standards of living of displaced persons, and whether the objectives of the resettlement plan have been achieved by taking into account the baseline conditions and the results of resettlement monitoring. The EM will undertake a post-resettlement evaluation of the effectiveness of RP implementation with comparison to baseline information.

168. The ToR for External monitoring is attached as **Appendix: 6**. The key tasks during external monitoring will include:

- Review and verify the monitoring reports prepared by PIU;
- Review of socio-economic baseline census information of pre-displaced persons and conduct (if necessary) baseline survey;
- Identification and selection of impact indicators;
- Impact assessment through formal and informal surveys with the displaced persons;
- Consultation with DPs, officials, community leaders for preparing review report;
- Assess the resettlement efficiency, effectiveness, impact and sustainability, drawing lessons for future resettlement policy formulation and planning.

169. The following should be considered as the basis for indicators in monitoring of the project:

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

E. Stages of Monitoring

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

F. Preparatory Stage

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

- Conduct baseline survey
- Consultations
- Identification of DP and the numbers
- Identification of different categories of DPs and their entitlements
- Collection of gender disaggregated data
- Inventory and losses survey
- Asset inventory

- Entitlements
- Valuation of different assets
- Budgeting
- Information dissemination
- Institutional arrangements
- Implementation schedule review, budgets and line items expenditure

G. Relocation Stage

172. Monitoring during the relocation phase covers such issues as site selection in consultation with DPs, development of relocation sites, assistance to DPs (especially to vulnerable groups) in physically moving to the new site. Likewise, aspects such as adjustment of DPs in the new surroundings, attitude of the host population towards the new comers and development of community life are also considered at this stage. The key issue for monitoring will be:

- Payment of compensation
- Delivery of entitlement
- Grievance handling
- Preparation of resettlement site, including civic amenities (water, sanitation, drainage, paved streets, electricity)
- Consultations
- Relocation
- Payment of compensation
- Livelihood restoration assistance and measures

H. Rehabilitation Stage

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

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

I. Monitoring Indicators

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

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

175. Some of the indicative monitoring indicators are as following and a sample land acquisition planning and monitoring form is presented in the **Annexure: 6**.

1. Delivery of Entitlements

- Entitlements disbursed, compared with number and category of losses set out in the entitlement matrix.
- Disbursements against timelines.
- Identification of the displaced persons losing land temporarily, e.g. through soil disposal, borrow pits, contractors' camps, been included.
- Timely disbursements of the agreed transport costs, relocation costs, income substitution support, and any resettlement allowances, according to schedule.
- Provision of replacement land plots.
- Quality of new plots and issue of land titles.
- Construction of relevant community infrastructure.
- Restoration of social infrastructure and services.
- Progress on income and livelihood restoration activities being implemented as set out in the income restoration plan, for example, utilizing replacement land, commencement of production, the number of the displaced persons trained in employment with jobs, microcredit disbursed, number of income-generating activities assisted.
- Affected businesses receiving entitlements, including transfer and payments for net losses resulting from lost business.

2. Consultation and Grievances

- Consultations organized as scheduled including meetings, groups, and community activities.
- Knowledge of entitlements by the displaced persons.
- Use of the grievance redress mechanism by the displaced persons.
- Information on the resolution of the grievances.
- Information on the implementation of the social preparation phase.
- Implementation of special measures for Indigenous Peoples.

3. Communications and Participation

- Number of general meetings (for both men and women).
- Percentage of women out of total participants.
- Number of meetings exclusively with women.
- Number of meetings exclusively with vulnerable groups.
- Number of meetings at new sites.
- Number of meetings between hosts and the displaced persons.
- Level of participation in meetings (of women, men, and vulnerable groups).
- Level of information communicated—adequate or inadequate.
- Information disclosure.
- Translation of information disclosure in the local languages.

4. Budget and Time Frame

- Land acquisition and resettlement staff appointed and mobilized on schedule for the field and office work.
- Capacity building and training activities completed on schedule.
- Achieving resettlement implementation activities against the agreed implementation plan.
- Funds allocation for resettlement-to-resettlement agencies on time.

- Receipt of scheduled funds by resettlement offices.
- Funds disbursement according to the resettlement plan.
- Social preparation phase as per schedule.
- Land acquisition and occupation in time for implementation.

5. Livelihood and Income Restoration

- Number of displaced persons under the rehabilitation programs (women, men, and vulnerable groups).
- Number of displaced persons who received vocational training (women, men, and vulnerable groups).
- Types of training and number of participants in each.
- Number and percentage of displaced persons covered under livelihood programs (women, men, and vulnerable groups).
- Number of displaced persons who have restored their income and livelihood patterns (women, men, and vulnerable groups).
- Number of new employment activities.
- Extent of participation in rehabilitation programs.
- Extent of participation in vocational training programs.
- Degree of satisfaction with support received for livelihood programs.
- Percentage of successful enterprises breaking even (women, men, and vulnerable groups).
- Percentage of displaced persons who improved their income (women, men, and vulnerable groups)
- Percentage of displaced persons who improved their standard of living (women, men, and vulnerable groups)
- Number of displaced persons with replacement agriculture land (women, men, and vulnerable groups)
- Quantity of land owned/contracted by displaced persons (women, men and vulnerable groups)
- Number. of households with agricultural equipment
- Number of households with livestock

6. Benefit Monitoring

- Noticeable changes in patterns of occupation, production, and resource use compared to the pre-project situation.
- Noticeable changes in income and expenditure patterns compared to the pre-projectsituation.
- Changes in cost of living compared to the pre-project situation.
- Changes in key social and cultural parameters relating to living standards.
- Changes occurred for vulnerable groups.
- Benefiting from the project by the displaced persons.

J. Reporting Requirements

176. The PIU, responsible for supervision and implementation of the RP will prepare monthly progress reports on resettlement activities and submit semi-annual reports to ADB.

177. The external monitoring expert responsible for monitoring of the RP implementation will submit a semi-annual review report to PIU to determine whether resettlement goals have been achieved, more

importantly whether livelihoods and living standards have been restored/ enhanced and suggest suitable recommendations for improvement.

178. All the resettlement monitoring reports will be disclosed to DPs as per procedure followed for disclosure of resettlement documents by the EA. The monitoring reports will also be disclosed on ADB Website.

Not to be used as a Bid Document, Only for Reference

APPENDIX 1: CENSUS SURVEY QUESTIONNAIRE

Bihar State Highways Project -3 (Phase-2)

Census Questionnaire for PAPs

1. General

A. Road Name: B. Questionnaire No:

C. Name of the Village: D. Name of Block:

E. Name of District: F. Thana No:

G. Plot No: H. Km/Chainage:

2. Ownership of Affected Land

1. Ownership of the Land

1. Private 2. Government 3. Religious 4. Community 5. Others: ☐

2. Type of Land

1. Irrigated 2. Non-Irrigated 3. Barren 4. Forest 5. Residential ☐

6. Commercial 7. Pond 8. Others:

3. Use of Land

1. Cultivation 2. Orchard 3. Residential 4. Commercial 5. Forestation ☐

6. No Use/ Barren 7. Other:

4. Affected area of the Land/Plot (in Acre):

5. Total Area of the affected Land/Plot (in Acre):

6. Total Land Holding of the Affected Person (in Acre)

1. Irrigated: 2. Non-Irrigated:

3. Other: 4. Total:

7. Status of Ownership

1. Titleholder 2. Customary Right 3. License from Local Authority ☐

4. Encroacher 5. Squatter 6. Other (specify):

8. Type of Private Ownership

1. Individual/Single 2. Joint/Shareholders 3. Other (specify): ☐

9. Name of the Owner/Occupier (s):

10. Father's Name:

11. Rate of the Land (Per Acre)

1. Market Rate: 2. Revenue Rate:

12. Any of the following people associated with the Land

A. Agricultural Laborer 1. Yes 2. No ☐

Name (i)..... (ii)

B. Tenant/Lessee 1. Yes 2. No ☐

Name (i)..... (ii)

C. Sharecropper 1. Yes 2. No ☐

Name (i)..... (ii)

(Use supplementary sheet for any additional DPs under Question-12)

3. Details of Affected Non-land Assets

13. Any structure in the Affected Land 1. Yes..... 2. No..... ☐
14. Distance of the main structure from centerline of the road (in mtr.).....
15. Distance of boundary wall (if any) from centerline of the road (in mtr.).....
16. Area of the affected structure (in Square Meter)
a) Length b) Width c) Height
17. Area of the boundary wall only (in Meter): a) Length b) Height
18. Area of the total structure (in Square Meter)
a) Length b) Width c) Height
19. Scale of Impact on structure
(a) Up to 25% (b) > 25% and < 50% (c) > 50% and > 75% (d) > 75% ☐
20. Type of Construction of the Structure ☐
1. Temporary (buildings with mud/brick/wood made walls, thatched/tin roof)
2. Semi-Permanent (buildings, with tiled roof and normal cement floor)
3. Permanent (with RCC, Single/ Double storey building)
21. Type of Construction of the Boundary Wall *(use code from Question 20)* ☐
22. Age of the Structure (in years):.....
23. Market Value of the Structure (in Rs.):.....
24. Use of the Structure *(select appropriate code from below)* ☐
A. Residential Category
1. House 2. Hut 3. Other (specify):.....
B. Commercial Category
4. Shops 5. Hotel 6. Small Eatery 7. Kiosk 8. Farm House
9. Petrol Pump 10. Clinic 11. STD Booth 12. Workshop 13. Vendors
14. Com. Complex 15. Industry 16. Pvt. Office 17. Other.....
C. Mixed Category
18. Residential-cum-Commercial Structure
D. Community Type
19. Community Center 20. Club 21. Trust 22. Memorials 23 Other:.....
E. Religious Structure
24. Temple 25. Church 26. Mosque 27. Gurudwara 28. Shrines
29. Sacred Grove 30. Other:.....
F. Government Structure
31. Government Office 32. Hospital 33. School 34. College
35. Bus Stop 36. Other:.....
G. Other Structure
37. Boundary Wall 38. Foundation 39. Cattle Shed 40. Other:.....
25. Type of Business/Profession by Head of Household:
26. Status of the Structure ☐
1. Legal Titleholder 2. Customary Right 3. License from Local Authority
4. Encroacher 5. Squatter 6. Other:.....
27. Any of the following people associated with the Structure? ☐
A. Tenant in the structure 1. Yes 2. No
Name (i)..... (ii)
(iii)..... (iv)

- B. Employee/ wage earner in commercial structure 1. Yes 2. No ☐
- Name (i) (ii)
(iii) (iv)
- C. Employee/ wage earner in residential structure 1. Yes 2. No ☐
- Name (i) (ii)
(Use supplementary sheet for any of the DPs under Question-27)
28. Number of trees within the affected area
1. Fruit Bearing 2. Non-fruit Bearing 3. Total
- 4. Details of Affected Household**
29. Social Category of AP
1. SC 2. ST 3. OBC 4. General 5. Others ☐
30. Religious Category
1. Hindu 2. Muslim 3. Christian 4. Buddhist 5. Jain 6. Other ☐
31. Number of family members Male Female Total
32. Number of family members with following criteria
1. Unmarried Son/brother > 18 years 2. Unmarried Daughter/Sister > 18 years
3. Divorcee/Widow 4. Minor Orphan
33. Vulnerability Status of the Household:
1. Woman headed household 2. Headed by elderly / physically disabled person? ☐
3. Below Poverty Line (BPL) 4. Other
34. Annual income of the family Rs.
35. If displaced, do you have additional land to shift? 1. Yes 2. No ☐
36. Resettlement/ Relocation Option
1. Self Relocation 2. Project Assisted Relocation ☐
37. Compensation Option for Land loser
1. Land for land loss 2. Cash for Land loss ☐
38. Compensation Options for Structure loser
1. Structure for structure loss 2. Cash for Structure loss ☐
39. Income Restoration Assistance (fill codes in preferred order)
1. Employment Opportunities in Construction work
2. Assistance/ Loan from other ongoing development scheme
3. Vocational Training 4. Others (specify)
☐ ☐ ☐ ☐
40. Total number of women above 18 years of age in the family. ☐
41. Are women in the family included in financial decision-making 1. Yes 2. No ☐
42. Are women in the family included in social decision-making 1. Yes 2. No ☐
43. Do women exclusively own any of the following assets?

S.N.	Assets	(1. Yes 2. No)
1	Land (Homestead or Farm Land)	
2	House	
3	Four Wheeler (Car/tractor etc.)	
4	Two Wheeler (Scooter/ Cycle etc.)	
5	Cell Phone	
6	Personal Computer	
7	Any Other	

44. Are the women in the family have a separate bank account? 1.Yes 2. No

45. Any women of your family are the member in SHGs? 1. Yes 2. No

46. If yes, will the relocation affect their work? 1. Yes 2. No

If yes in Question 47, Please explain.....

47. Do any women members in your family have received any benefit from Government Schemes?

S.N.	Type of Benefit	Name of Scheme	(1. Yes 2. No)
1	Loan		
2	House		
3	Employment		
4	Training		
5	Any Other		

48. Details of Family Members: (fill appropriate code)

Sl. No	Name of the Family Member	Age	Sex	Marital Status	Education	Occupation
	Note: Please add a separate sheet if required.	in years	1. Male	1. Married	1. Illiterate	1. Service
			2. Female	2. Unmarried	2. Literate	2. Business
			3. Other	3. Widow	3. Up to middle	3. Agriculture
				4. Widower	4. Below metric	4. Study
				5. Others	5. Metric	5. Retired
					6. Graduate	6. Labour
					7. Above Grad.	7. Unemployed
					8. Below 6 years	8. Professional
						9. Below 6 years
						10. Old/inactive
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

Supplementary Sheet1 for Occupiers/Tenant

1. Census Questionnaire/Survey No:.....
2. Name of the Owner:.....
3. Name of the Occupier:.....
4. Father's Name of Occupier:.....
5. Status of Occupier ☐
- A. Agricultural Laborer B. Agricultural Tenant/Lessee C. Sharecropper
- D. Tenant in structure E. Employee/ wage earner in Residential/Commercial Structure
6. Social Category of AP
1. SC 2. ST 3. OBC 4. General 5. Others (specify).....
7. Religious Category ☐
1. Hindu 2. Muslim 3. Christian 4. Buddhist
5. Jain 6. Other (specify).....
8. Number of family members Male..... Female..... Total..... ☐
9. Vulnerability Status of the Household:
- A. Is it a woman headed household? 1. Yes 2. No ☐
- B. Is it headed by physically/mentally challenged person? 1. Yes 2. No ☐
- C. Is it a household Below Poverty Line (BPL) 1. Yes 2. No ☐
10. Annual income of the family Rs.
11. Income Restoration Assistance (fill codes in preferred order)
1. Employment Opportunities in Construction work ☐
2. Assistance/ Loan from other ongoing development scheme ☐
3. Vocational Training 4. Others (specify)
12. Details of Family Members: (fill appropriate code)

S. N.	Name of the Family Member	Age	Sex	Marital Status	Education	Occupation
		In Years	1. Male 2. Female 3. Other	1. Married 2. Unmarried 3. Widow 4. Widower 5. Others	1. Illiterate 2. Literate 3. Up to middle 4. Below metric 5. Metric 6. Graduate 7. Above Grad. 8. Below 6 year	1. Service 2. Business 3. Agriculture 4. Study 5. Housewife 6. Labour 7. Unemployed 8. Professional 9. Below 6 years 10. Old/ inactive 11. Others
1						
2						
3						
4						
5						
6						
7						

* Add more sheets as applicable

APPENDIX 2: LIST OF DISPLACED PERSONS

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
1	0+350-0+400	Amba			Shambhu Kumar	Temporary	Kiosk	1.7	Squatter	NTH
2	0+800-0+850	Amba			Munna Mehta (Arvind)	Semi-Permanent	Shop	5.7	Squatter	BPL
3	0+800-0+850	Amba			Janeshwar Mehta (Rambilash Ram)	Semi-Permanent	House	5.78	Squatter	BPL
4	1+100-1+150	Telhara			Mrityunjay Ram	Temporary	House	12.72	Encroacher	SC
5	1+100-1+150	Telhara			Manju Devi	Permanent	House	14	Squatter	SC
6	1+100-1+150	Telhara			Rekha Kumari	Permanent	Res-cum-Comm	24.05	Squatter	SC
7	1+400-1-450	Telhara			Ramnath Saw	Semi-Permanent	Cattle Shed	21	Squatter	BPL
8	1+800-1+850	Telhara			Bishnupat Ram	Semi-Permanent	House	3.5	Squatter	SC
9	1+800-1+850	Telhara			Dileep Ram	Temporary	Kiosk	1.28	Squatter	SC
10	1+850-1+900	Telhara			Malti Devi	Semi-Permanent	Cattle Shed	5.4	Squatter	SC
11	1+900-1+950	Telhara			Kula Devi	Permanent	House	7.14	Encroacher	SC
12	1+900-1+950	Telhara			Basisth Paswan	Permanent	House	6.3	Encroacher	SC
13	2+600-2+650	Ratti Khap			Vimal Parjapati	Permanent	Res-cum-Comm	31.92	Encroacher	3
14	2+850-2+900	Narhar Amba	336	0.0280	Usha Kumari					BPL
15	2+850-2+900	Narhar Amba	336	0.0280	Rajaram Baitha					SC
16	2+850-2+900	Narhar Amba	336	0.0281	Sanjay Kumar					WHH
17	3+350-3+400	Haria			Suresh Saw	Semi-Permanent	House	12.1	Encroacher	BPL
18	3+500-3+550	Haria			Ram Ji		Boundary Wall	5.5	Encroacher	NTH
19	5+600-5+650	Niranjan Pur			Satnarayan Yadav	Temporary	Kiosk	1.5	Squatter	BPL
20	5+650-5+700	Niranjan Pur			Satnarayan Yadav	Semi-Permanent	House	4.5	Squatter	
21	7+750-7+800	Singh Pur			Surender Bhagat	Temporary	Kiosk	0.75	Squatter	BPL
22	7+800-7+850	Singh Pur			Ramsarup Bhagat	Temporary	Kiosk	1.44	Squatter	4
23	8+400-8+450	Khaira Jiwa Bigha	197	0.0204	Opendra Singh					4
24	8+400-8+450	Khaira Jiwa Bigha	197	0.0204	Diputy Singh					4
25	8+400-8+450	Khaira Jiwa Bigha	197	0.0203	Sunil Kumar Singh					WHH
26	9+950-10+000	Suhi			Nikhil Kumar	Temporary	Kiosk	0.84	Squatter	SC
27	9+950-10+000	Suhi			Rajendra Yadav	Temporary	Kiosk	1.98	Squatter	WHH

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
28	9+950-10+000	Suhi			Ramkeshwar Ram	Temporary	Kiosk	2.34	Squatter	SC
29	10+950-11+000	Suhi			Bideshi Chaudhary	Temporary	Kiosk	2.24	Squatter	SC
30	10+950-11+000	Suhi (Chatti)			Md Firoz	Temporary	Kiosk	1.98	Squatter	NTH
31	10+950-11+000	Suhi (Chatti)			Gupta Chaudhry	Temporary	Kiosk	1.54	Squatter	SC
32	10+950-11+000	Suhi (Chatti)			Raj Kumar	Temporary	Kiosk	1.98	Squatter	NTH
33	10+950-11+000	Suhi (Chatti)			Jitendra Kumar	Temporary	Kiosk	0.8	Squatter	SC
34	10+950-11+000	Suhi (Chatti)			Krishna Prasad	Temporary	Kiosk	1.05	Squatter	
35	10+950-11+000	Suhi (Chatti)			Munna Kumar Thakur	Temporary	Kiosk	0.9	Squatter	SC
36	10+950-11+000	Suhi (Chatti)			Manoj Chaudhary	Temporary	Kiosk	1.96	Squatter	SC
37	10+950-11+000	Suhi (Chatti)			Md Mumtaz Alam	Semi-Permanent	Kiosk	2.24	Squatter	BPL
38	10+950-11+000	Suhi (Chatti)			Md Zahoor Alam	Temporary	Kiosk	1.82	Squatter	BPL
39	11+000-11+050	Israur (Chatti)	1668	0.0093	Md Yusuf	Semi-Permanent	Shop	24	TH	BPL
40	11+000-11-050	Israur (Chatti)	1668	0.0094	Upendra Kumar Sharma	Semi-Permanent	Shop	21.6	TH	BPL
41	11+000-11-050	Israur (Chatti)	1667	0.0072	Mithlesh Kumaar	Permanent	Shop	6.3	TH	SC
42	11+050-00+100	Israur (Chatti)	1667	0.0072	Ram Kumar Ram	Permanent	House	2.64	TH	SC
43	11+050-00+100	Israur (Chatti)	1667	0.0072	Manoj Ram	Semi-Permanent	Shop	9.3	TH	SC
44	11+050-11+100	Israur (Chatti)	1667	0.0072	Radhe Baitha					SC
45	11+050-00+100	Israur (Chatti)	1667	0.0072	Ranjan Kumar	Semi-Permanent	Res-cum-Comm	7.02	TH	SC
46	11+050-11+100	Israur (Chatti)	1669	0.0086	Suresh Prasad(Krishna Chaudhry)	Permanent	Shop	7.82	TH	SC
47	11+050-11+100	Israur (Chatti)	1669	0.0086	Krishna Chdhry	Permanent	Shop	7.82	TH	SC
48	11+050-11+100	Israur (Chatti)	1669	0.0086	Bhola Gosai	Permanent	Shop	9.2	TH	SC
49	11+050-110100	Israur (Chatti)	1669	0.0086	Suresh Prasad	Semi-Permanent	Res-cum-Comm	23.46	TH	SC
50	11+050-11+100	Israur (Chatti)	1669	0.0086	Rajesh Prasad	Permanent	Res-cum-Comm	6.9	TH	SC
51	11+050-11+100	Israur (Chatti)	1669	0.0086	Ram Naresh Prasad	Permanent	Res-cum-Comm	7.13	TH	BPL
52	11+050-11+100	Israur (Chatti)	1543	0.0039	Dhiraj Prasad	Permanent	Res-cum-Comm	7.75	TH	WHH
53	11+050-11+100	Israur (Chatti)	1543	0.0038	Narsingh Prasad	Permanent	House	6.09	TH	3
54	11+050-11+100	Israur (Chatti)	1543	0.0038	Om Prakash Prasad	Permanent	Shop	10.53	TH	BPL
55	11+100-11+150	Israur (Chatti)	1543	0.0038	Md Imteyaz	Semi-Permanent	Res-cum-Comm	21	TH	BPL
56	11+100-11+150	Israur (Chatti)	1543 , 1539	0.0151	Lakhmania Devi	Permanent	Shop	9.6	TH	BPL
57	11+100-11+150	Israur (Chatti)	1539	0.0114	Sarwan Kumar Gupta	Permanent	Res-cum-Comm	9.4	TH	BPL

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
58	11+100-11+150	Israur (Chatti)	1539	0.0114	Kalawati Devi	Permanent	Shop	10.98	TH	SC
59	11+100-11+150	Israur (Chatti)	1539	0.0114	Ramlal Prasad	Permanent	House	10.75	TH	NTH
60	11+150-11+200	Israur (Chatti)	1538	0.0280	Vinod Chaudhry	Semi-Permanent	Shop	1.11	TH	SC
61	11+150-11+200	Israur (Chatti)			Chandan Kumar	Temporary	Kiosk	2.08	Squatter	SC
62	11+150-11+200	Israur (Chatti)			Manish Kumar	Temporary	Kiosk	2.4	Squatter	SC
63	11+150-11+200	Israur (Chatti)			Rabindra Kumar	Temporary	Kiosk	1.95	Squatter	SC
64	11+250-11+300	Simri	225	0.0053	Surender Singh					BPL
65	11+250-11+300	Simri	225	0.0054	Sushila Kunwar	Semi-Permanent	Other Pvt.	3.9	TH	WHH
66	11+250-11+300	Simri	225	0.0054	Singari Devi	Semi-Permanent	Other Pvt.	6.25	TH	WHH
67	11+300-11+350	Simri	226, 413	0.0081	Jogendra Singh					BPL
68	12+100-12+150	Bishunpur	168	0.0189	Bhola Sharan Prasad	Semi-Permanent	House	11.4	TH	BPL
69	12+150-12+200	Bishunpur	159	0.0045	Mahboob Alam					BPL
70	12+150-12+200	Bishunpur	168	0.0192	Md Shahbaz Alam					WHH
71	12+150-12+200	Bishunpur			Asghari Khatoon	Temporary	Kiosk	1.7	Squatter	BPL
72	12+150-12+200	Bishunpur	168	0.0189	Shivlakhnan Ram	Temporary	House	2.95	TH	SC
73	12+200-12+250	Bishunpur	168	0.0189	Vinod Kumar					SC
74	12+200-12+250	Bishunpur	168	0.0189	Md Hasim					3
75	12+200-12+250	Bishunpur	168	0.0189	Karu Mian					BPL
76	12+200-12+250	Bishunpur	168	0.0189	Jitendra Ram (Pintu)	Semi-Permanent	Other Pvt.	9.79	TH	SC
77	12+250+12+300	Bishunpur	168	0.0189	Bijay Kumar	Semi-Permanent	Other Pvt.	6.56	TH	SC
78	12+250-12+300	Bishunpur			Bijay Kumar	Temporary	House	20.9	TH	BPL
79	12+250-12+300	Bishunpur			Bijay Kumar	Temporary	House	14.94	TH	SC
80	12+250-12+300	Bishunpur	168	0.0189	Kusum Devi					SC
81	12+300-12+350	Bishunpur	168, 231	0.0429	Madhuri Devi		Boundary Wall	13	TH	BPL
82	12+550-12+600	Bishunpur	368, 309	0.0548	Binod Singh					BPL
83	12+550-12+600	Bishunpur	368	0.0229	Sanjog Kumar					WHH
84	12+600-12+650	Bishunpur	312	0.0164	Shivnandan Singh	Temporary	Res-cum-Comm	26.5	TH	NTH
85	12+650-12+700	Bishunpur	312	0.0164	Kamlesh Chaudhary					SC
86	12+700-12+750	Bishunpur	313	0.0486	Mohan Saw	Permanent	House	8.46	TH	WHH
87	13+100-13+200	Silar Khurd	342/517	0.0288	Arun Paswan					SC

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
88	13+300-13+350	Silar Khurd	524	0.0093	Surendar Yadav					BPL
89	13+300-13+350	Silar Khurd	347/525	0.0179	Bindeshwar Yadav					NTH
90	13+300-13+350	Silar Khurd	348	0.0133	Shambhu Yadav					NTH
91	13+300-13+350	Silar Khurd	355/532	0.0195	Munshi Ram					SC
92	13+300-13+350	Silar Khurd	345	0.0006	Suryadeo Yadav					WHH
93	13+300-13+350	Silar Khurd	349/528	0.0145	Devlakhi Devi					3
94	14+500-14+600	Chandpur (Bambhuri)			Lakhan Yadav	Semi-Permanent	Cattle Shed	7.68	Encroacher	3
95	14+500-14+600	Chandpur (Bambhuri)			Laxman Yadav	Permanent	House	8.32	Encroacher	BPL
96	14+500-14+600	Chandpur (Bambhuri)			Laxman Yadav	Temporary	House	3.76	Encroacher	PHH
97	15+100-15+200	Chandpur (Bambhuri)			Jitendra Yadav	Semi-Permanent	Shop	1.08	Squatter	WHH
98	15+200-15+300	Chandpur (Colony)			Mahesh Yadav	Temporary	Shop	5.95	Squatter	BPL
99	15+200-15+300	Chandpur (Colony)			Lalmani Devi	Temporary	House	7.21	Squatter	SC
100	15+200-15+300	Chandpur (Colony)			Ramji Singh	Temporary	Eatery	8.4	Squatter	SC
101	18+500-18+600	Banokhar	1	0.0427	Krishna Yadav					BPL
102	18+500-18+600	Banokhar	1	0.0427	Bharat Yadav					BPL
103	18+500-18+600	Banokhar	1	0.0427	Shatrudhan Yadav					WHH
104	18+500-18+600	Banokhar	1	0.0428	Mungeshwari Kuwar					WHH
105	18+500-18+600	Banokhar	1	0.0428	Mahesh Kumar Pal					WHH
106	18+600-18+700	Banokhar	1	0.0200	Santosh Kumar Lal					NTH
107	18+700-18+800	Banokhar	1	0.0656	Ramlakhan Yadav					3
108	18+800-18+900	Banokhar	1	0.0428	Surya Dev Yadav					WHH
109	18+800-18+900	Banokhar	1	0.0400	Jyoti Kumari					WHH
110	18+900-18+000	Banokhar	3	0.0146	Vinod Yadav					BPL
111	18+900-18+000	Banokhar	3	0.0146	Ramashish Yadav					BPL
112	19+000-19+100	Banokhar	3	0.0147	Umesh Yadav					NTH
113	19+100-19+200	Banokhar	8	0.0229	Ragunan Saw					3
114	19+200-19+300	Banokhar	8	0.0229	Hira Dev					3
115	19+200-19+300	Banokhar	8	0.0229	Upendra Lal					BPL
116	19+400-19+500	Banokhar	8	0.0228	Dulari Devi					WHH
117	19+400-19+500	Banokhar	8	0.0228	Bhuneshwar Yadav					WHH

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
118	19+500-19+600	Banokhar	8	0.0228	Arbind Saw					
119	19+500-19+600	Kathbar	701	0.0077	Bhuvneshwar Prajapati					BPL
120	19+500-19+600	Kathbar	701	0.0077	Kamla Devi					BPL
121	19+500-19+600	Kathbar	701	0.0077	Shivnath Mahto					3
122	19+600-19+700	Kathbar	17	0.0109	Shankar Mahto					WHH
123	19+600-19+700	Kathbar	17	0.0109	Shyam Mahto					BPL
124	19+600-19+700	Kathbar	17	0.0109	Mahendra Mahto					BPL
125	19+700-19+800	Kathbar	17	0.0109	Sanju Devi					WHH
126	19+700-19+800	Kathbar	17	0.0109	Nagmati Devi					3
127	19+700-19+800	Kathbar	17	0.0109	Upender Mahto					BPL
128	19+700-19+800	Kathbar	17	0.0109	Ramjanam Prasad					
129	19+700-19+800	Kathbar	17	0.0109	Prabhu Prasad					3
130	19+800-19+900	Kathbar	17	0.0109	Chandri Devi					SC
131	19+800-19+900	Kathbar	17	0.0109	Mangru Bhuiya					SC
132	19+800-19+900	Kathbar	17	0.0109	Jasmurti Devi					NTH
133	19+800-19+900	Kathbar	17	0.0109	Sunil Sinduria	Semi-Permanent	Shop	9	TH	WHH
134	19+800-19+900	Kathbar	17	0.0109	Munwa Devi					WHH
135	19+800-19+900	Kathbar	17	0.0109	Sanjay Chaudhry					SC
136	19+800-19+900	Kathbar	17	0.0109	Pratap Chaudhry					SC
137	19+800-19+900	Kathbar	17	0.0109	Kuldeep Chaudhry	Temporary	House	5.11	TH	SC
138	19+900-20+000	Kathbar	17	0.0109	Shuhgiya Kuwar					SC
139	19+900-20+000	Kathbar	17	0.0110	Shivpath Bhagat					3
140	19+900-20+000	Kathbar	17	0.0110	Rajender Ram					SC
141	19+900-20+000	Kathbar	17	0.0110	Mena Devi					BPL
142	19+900-20+000	Kathbar	17	0.0110	Shankar Yadav					BPL
143	19+900-20+000	Kathbar	17	0.0110	Indu Kuwar Soni					WHH
144	19+900-20+000	Kathbar	17	0.0110	Jamidar Ram	Temporary	House	6.97	TH	SC
145	19+900-20+000	Kathbar	17	0.0110	Ramchander Bhiya					SC
146	19+900-20+000	Kathbar	17	0.0110	Brahm Dev Bhuiya					SC
147	19+900-20+000	Kathbar	17	0.0110	Ramdev Bhuiya					SC

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
148	19+900-20+000	Kathbar	17	0.0110	Tulsi Ram					SC
149	20+000-20+100	Kathbar	17	0.0110	Dharam Dev Ram					SC
150	20+000-20+100	Kathbar	17, 785	0.0162	Jagiya Kuwar					SC
151	20+000-20+100	Kathbar	17, 785(VILL-PATAUNDHI)	0.0162	Sunita Kuwar					SC
152	20+000-20+100	Kathbar	17	0.0110	Babita Devi					BPL
153	20+000-20+100	Kathbar	17	0.0110	Vinod Prasad Chaudhry					SC
154	20+000-20+100	Kathbar	17	0.0110	Vasisth Yadav					BPL
155	20+000-20+100	Kathbar	17, 785(VILL-PATAUNDHI)	0.0162	Dharmendra Yadav					WHH
156	20+000-20+100	Kathbar	17	0.0110	Urmila Devi					SC
157	20+100-20+200	Kathbar	17	0.0110	Shanti Devi					BPL
158	20+100-20+200	Kathbar	17	0.0110	Shanti Kuwar					SC
159	20+100-20+200	Kathbar	17	0.0110	Ramparvesh Yadav					BPL
160	20+100-20+200	Kathbar	17	0.0110	Ramadhar Yadav					3
161	20+100-20+200	Pataundhi	785	0.0052	Yogender Yadav					3
162	20+200-20+300	Pataundhi	785	0.0051	Ramkrishan Chaurasiya					3
163	20+200-20+300	Pataundhi	785, (49,75 PREMAN PLOT)	0.0482	Suresh Yadav					NTH
164	20+300-20+400	Peman	48, 51, 62, 50	0.0319	Vijay Yadav					WHH
165	20+400-20+500	Peman	49	0.0067	Sukesh Kumar Yadav					NTH
166	20+400-20+500	Peman	49	0.0067	Bindeshwari Yadav					
167	20+400-20+500	Peman	49, 51, 50	0.0185	Bhola Yadav					NTH
168	20+400-20+500	Peman	49	0.0068	Ramchandra Yadav					BPL
169	20+500-20+600	Peman	50	0.0059	Rajbalahav Yadav					WHH
170	20+500-20+600	Peman	50	0.0059	Rajesh Kumar					WHH
171	20+600-20+700	Peman	51, 122	0.1216	Bayjanath Pathak					NTH
172	20+700-20+800	Peman	60	0.0077	Chanda Kuwar					BPL
173	20+700-20+800	Peman	61	0.0089	Vijay Chouhan					BPL
174	20+700-20+800	Peman	61	0.0089	Bishunpat Yadav					BPL
175	20+700-20+800	Peman	75, 76	0.0700	Ramjeevan Saw					BPL

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
176	20+800-20+900	Peman	75, 76, 132	0.1394	Shri Ram Pathak					BPL
177	20+800-20+900	Peman	76	0.0336	Dhiraj Kumar Singh (Arunjay Kumar Singh)					WHH
178	20+800-20+900	Peman	76	0.0336	Lakshmi Chhaya Singh (Arunjay Kumar Singh)					WHH
179	20+800-20+900	Peman	75, 76	0.0700	Balram Pathak					BPL
180	20+900-21+000	Peman	76	0.0336	Bansi Lal Yadav					NTH
181	20+900-21+000	Peman	77, 78, 274	0.0869	Vinod Kumar Singh					NTH
182	21+000-21+100	Karpatai	275	0.0277	Vishwanath Thakur					NTH
183	21+000-21+100	Karpatai	275	0.0277	Biran Thakur					BPL
184	21+100-21+200	Karpatai	275	0.0277	Dileshwar Thakur					BPL
185	21+200-21+300	Karpatai	277	0.0088	Malti Ravidas					SC
186	21+200-21+300	Karpatai	277	0.0087	Rajnath Pal					WHH
187	21+200-21+300	Karpatai	277	0.0087	Avdresh Pal					BPL
188	21+200-21+300	Karpatai	277	0.0087	Jitendra Saw					WHH
189	21+200-21+300	Karpatai	277	0.0087	Lalmati Kuwar					
190	21+200-21+300	Karpatai	277	0.0087	Bigan Bhagat					BPL
191	21+200-21+300	Karpatai	277, 73	0.1069	Ramswarup Bhagat					NTH
192	21+200-21+300	Karpatai	277, 73 (MAHUAI)	0.0173	Jagalu Pal					WHH
193	21+300-21+400	Peman	274	0.0244	Kamlesh Ram					SC
194	21+300-21+400	Peman	274	0.0244	Shahdev Yadav					BPL
195	21+300-21+400	Peman	274, 89 (KARPAHAI)	0.0585	Sitaram Yadav					3
196	21+300-21+400	Peman	274	0.0244	Rajaram Yadav					BPL
197	21+300-21+400	Peman	274	0.0244	Ravindra Kumar					3
198	21+300-21+400	Peman	274	0.0244	Laxminiya Kuwar					WHH
199	21+300-21+400	Peman	274, 89 (KARPAHAI)	0.0585	Ram Pravesh Yadav					WHH
200	21+400-21+500	Peman	274, 89 (KARPAHAI)	0.0586	Balkeshwar Yadav					3
201	21+400-21+500	Peman	274, 89 (KARPAHAI)	0.0586	Narayan Yadav					3
202	21+400-21+500	Peman	274	0.0244	Ram Lakhan Yadav					3
203	21+400-21+500	Peman	274	0.0244	Sitaram Yadav					3
204	21+400-21+500	Karpatai	12	0.0257	Gyanti Devi					BPL

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
205	21+400-21+500	Karpatai	12, 10, 98, 50, 72, 280	0.2231	Arun Kumar Singh					BPL
206	21+600-21+700	Karpatai	281, 72	0.1084	Rajanllah Ansari					WHH
207	21+700-21+800	Karpatai	281	0.0993	Bashi Yadav					BPL
208	21+800-21+900	Karpatai	40	0.0243	Abdul Badud					3
209	21+800-21+900	Karpatai	40	0.0243	Majahid Ansari					3
210	21+800-21+900	Karpatai	52, 32 (MAHUAIN)	0.0322	Dinesh Yadav					BPL
211	21+800-21+900	Karpatai	40	0.0244	Abdul Haque					3
212	21+800-21+900	Karpatai	51, 52	0.0174	Ramratan Yadav					WHH
213	21+800-21+900	Karpatai	51	0.0027	Kavita Devi					BPL
214	21+800-21+900	Karpatai	40	0.0244	Gulam Sarwar					WHH
215	21+900+22+000	Karpatai	64	0.0680	Dharmdeo Yadav					BPL
216	22+000-22+100	Karpatai	65, 69	0.1045	Kamata Thakur					BPL
217	22+000-22+100	Karpatai	69	0.0628	Bindeshwar Thakur	Permanent	House	10.5	TH	BPL
218	22+200-22+300	Karpatai	98	0.0329	Sobha Devi					
219	22+200-22+300	Mahuain	13	0.0020	Ramdev Yadav (Dharamdev Yadav)					BPL
220	22+200-22+300	Mahuain	13	0.0020	Baikunt Yadav					BPL
221	22+300-22+400	Mahuain	9, 17, 122	0.0507	Satendra Kumar Singh					3
222	22+300-22+400	Mahuain	7,410	0.0191	Janardhan Singh					WHH
223	22+300-22+400	Mahuain	7, 151	0.0063	Ram Badhan Singh					WHH
224	22+400-22+500	Mahuain	18	0.0071	Dwarika Kumar Singh					3
225	22+400-22+500	Mahuain	18	0.0072	Lakhan Ram					BPL
226	22+600-22+700	Mahuain	32	0.0175	Jagdish Yadav					3
227	22+600-22+700	Mahuain	32	0.0175	Ramchandar Yadav					BPL
228	22+600-22+700	Mahuain	32	0.0175	Nageshwar Yadav					3
229	22+600-22+700	Mahuain	32	0.0175	Punit Yadav					BPL
230	22+600-22+700	Mahuain	348	0.0099	Ajit Kumar Singh					BPL
231	22+600-22+700	Mahuain	348	0.0098	Anil Singh					WHH
232	22+700-22+800	Mahuain	80	0.0029	Ananta Devi					
233	22+700-22+800	Mahuain	80, 151, 150	0.0105	Ravindra Kumar Singh					3

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
234	22+800-22+900	Mahuain			Deoraj Ram	Temporary	Kiosk	3.52	Squatter	SC
235	22+800-22+900	Mahuain			Shudama Ram	Temporary	Kiosk	3.2	Squatter	SC
236	22+800-22+900	Mahuain			Vijay Kumar	Temporary	Kiosk	3.6	Squatter	BPL
237	23+000-23+100	Manka	1155	0.0005	Sidheswar Das					SC
238	23+100-23+200	Manka	1155	0.0005	Bajarangi Prasad					3
239	23+100-23+200	Manka	1155	0.0005	Madheswar Prasad					WHH
240	23+100-23+200	Manka	1156	0.0037	Bhuneswar Ram					SC
241	23+100-23+200	Manka	1156	0.0038	Laksham Dev Paswan					SC
242	23+100-23+200	Manka	1156	0.0038	Alkhedv Paswan					SC
243	23+100-23+200	Manka	1156	0.0038	Ramji Paswan					SC
244	23+100-23+200	Manka	1156	0.0038	Vinay Paswan					SC
245	23+100-23+200	Manka	1156	0.0038	Bhagwat Paswan					SC
246	23+100-23+200	Manka	1156	0.0038	Suresh Das					SC
247	23+200-23+300	Manka			Kamlesh Paswan	Temporary	Kiosk	1.69	Squatter	SC
248	23+400-23+500	Manka			Sudhir Kumar	Temporary	Kiosk	1.52	Squatter	SC
249	23+400-23+500	Manka	971	0.0005	Devendra Chaudhary	Temporary	Shop	8.8	TH	SC
250	23+400-23+500	Manka	97, 971	0.0030	Sambhu Lal Chaudhary	Semi-Permanent	Shop	16.94	TH	SC
251	23+400-23+500	Manka	727	0.0007	Sumitra Devi	Permanent	Shop	3.3	TH	WHH
252	23+400-23+500	Manka			Naresh Lal	Permanent	Shop	2.52	Squatter	3
253	23+400-23+500	Manka			Subodh Lal	Semi-Permanent	Shop	3.77	Squatter	3
254	23+400-23+500	Manka			Binod Lal	Permanent	Res-cum-Comm	11.7	Squatter	3
255	23+400-23+500	Manka			Bhasant Lal	Semi-Permanent	Other Pvt.	1.5	Squatter	3
256	23+400-23+500	Manka			Vijay Lal	Temporary	Kiosk	2.38	Squatter	WHH
257	23+400-23+500	Manka			Gopal Lal	Permanent	House	3.85	Encroacher	3
258	23+500-23+600	Manka	719, 216	0.0141	Ramsundar Saw	Semi-Permanent	Workshop	16.32	TH	BPL
259	23+500-23+600	Manka			Ramsundar Saw	Semi-Permanent	Shop	3.25	TH	BPL
260	23+500-23+600	Manka			Ramsundar Saw	Permanent	Shop	17.25	TH	3
261	23+500-23+600	Manka	719, 1349	0.0300	Badrinarayan Singh					BPL
262	23+500-23+600	Manka	719	0.0094	Anil Kumar Singh					BPL
263	23+500-23+600	Manka	719	0.0094	Vidhyachal Singh					WHH

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
264	23+500-23+600	Manka	719	0.0094	Sushila Devi					WHH
265	23+500-23+600	Manka			Savitri Devi	Semi-Permanent	Shop	6.72	Squatter	SC
266	23+600-23+700	Manka	215, 1882	0.0764	Shyam Lal Prasad					
267	23+600-23+700	Manka	216	0.0046	Sarda Devi					WHH
268	23+700-23+800	Manka	216	0.0046	Satendra Prasad Singh					BPL
269	23+800-23+900	Manka	715	0.0533	Rajeswar Singh					BPL
270	23+800-23+900	Manka	714	0.0061	Bilash Singh					BPL
271	23+800-23+900	Manka	714	0.0061	Sanjay Singh					3
272	23+800-23+900	Manka	714	0.0062	Ram Vilash Singh					3
273	23+800-23+900	Manka	714	0.0062	Satya Narayan Singh					BPL
274	23+800-23+900	Manka	613	0.0367	Bashanti Kumari					SC
275	23+800-23+900	Manka	613	0.0367	Krishna Singh					3
276	23+900-24+000	Manka	613	0.0366	Balkeshwar Chaudhary					NTH
277	23+900-24+000	Manka	613	0.0366	Sunita Devi					WHH
278	23+900-24+000	Manka	613	0.0366	Chanderdeep Singh					3
279	23+900-24+000	Manka	613	0.0366	Ramashish Singh					WHH
280	23+900-24+000	Manka	613	0.0366	Vijay Kumar Ravi					4
281	24+100-24+200	Manka	613	0.0366	Urmila Devi					BPL
282	24+100-24+200	Manka	613	0.0366	Bimlesh Kumar					BPL
283	24+100-24+200	Manka	613	0.0366	Mukesh Kumar					BPL
284	24+100-24+200	Manka	613	0.0366	Rakesh Kumar					BPL
285	24+200-24+300	Manka	613	0.0366	Mithlesh Prasad					NTH
286	24+200-24+300	Manka	612	0.1089	Amarnath Singh					WHH
287	24+200-24+300	Manka	612	0.1089	Krishna Kumar Singh					BPL
288	24+300-24+400	Manka	612	0.1089	Kamla Kuwar					WHH
289	24+300-24+400	Manka	612, 1340, 1330	0.1548	Raghunandan Singh					BPL
290	24+400-24+500	Manka	611	0.0343	Sambhu Saw					3
291	24+400-24+500	Manka	611	0.0343	Sohari Saw					
292	24+400-24+500	Manka	611	0.0342	Lal Ji Saw					NTH
293	24+400-24+500	Manka	611, 1155	0.0347	Raju Kumar Raj					BPL

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
294	24+400-24+500	Manka	611	0.0342	Bilendra Kumar					WHH
295	24+400-24+500	Manka	611	0.0342	Dinesh Saw					3
296	24+400-24+500	Manka	611	0.0342	Ramdhyan Singh					
297	24+800-24+900	Manka	1344	0.0881	Naresh Yadav					WHH
298	24+800-24+900	Manka	1344	0.0881	Surendra Kumar Yadav					BPL
299	24+800-24+900	Manka	1344	0.0881	Ramchandra Yadav					SC
300	25+000-25+100	Machiar Bigha	270, 272, 273	0.1619	Raghunandan Yadav					SC
301	25+300+25+400	Machiar Bigha	282	0.0042	Lalan Singh					
302	25+300+25+400	Machiar Bigha	282	0.0043	Chandradeep Singh					BPL
303	25+500-25+600	Nima Anjan	4196	0.0063	Sanjay Bhuiya (Kavita Devi)					SC
304	25+600-25+700	Nima Anjan	1091	0.0051	Krishna Mistry					SC
305	25+600-25+700	Nima Anjan	1091	0.0051	Kanti Devi					SC
306	25+600-25+700	Nima Anjan	1082	0.0051	Somariya Devi					BPL
307	25+600-25+700	Nima Anjan	1082	0.0051	Munarik Bhuiya					SC
308	25+600-25+700	Nima Anjan	1079	0.1168	Pato Kuwar					SC
309	25+700-25+800	Nima Anjan	1079	0.1169	Surwa Kuwar					SC
310	25+700-25+800	Nima Anjan	956	0.0043	Bindeswar Singh					BPL
311	26+100-26+200	Nima Anjan	1115	0.1010	Budhani Devi					SC
312	26+100-26+200	Nima Anjan	1115	0.1011	Devrani Devi					BPL
313	26+400-26+500	Nima Anjan	1129	0.0140	Ram Narayan Yadav		Boundary Wall	20	TH	BPL
314	26+400-26+500	Nima Anjan	1129	0.0140	Jagnarayan Yadav	Semi-Permanent	House	20.37	TH	
315	26+400-26+500	Nima Anjan	1132	0.0049	Uday Yadav	Semi-Permanent	Cattle Shed	11.4	TH	WHH
316	26+400-26+500	Nima Anjan			Ramparvesh Yadav	Temporary	House	30.74	Encroacher	
317	26+700-26+800	Nima Anjan (Gewalganj)	777	0.0034	Harinarayan Singh					BPL
318	26+800-26+900	Nima Anjan			Arjun Yadav	Semi-Permanent	House	17.81	Squatter	
319	26+900-27+000	Nima Anjan	1140	0.0052	Raghuhir Chandrawansi					BPL
320	26+900-27+000	Nima Anjan (Bisunganj)	1140	0.0052	Ramesh Singh					BPL
321	26+900-27+000	Nima Anjan (Bisunganj)	1140	0.0053	Santosh Kumar (Ranjit Kumar)					BPL
322	27+000-27+100	Jhikatia (Bishunganj)			Ram Bhajan Ram	Semi-Permanent	House	9.28	Squatter	SC
323	27+000-27+100	Jhikatia (Bishunganj)			Yogendra Ram	Temporary	Kiosk	3.78	Squatter	SC

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
324	27+000-27+100	Jhikatia (Bishunganj)			Yogendra Ram	Semi-Permanent	House	8.14	Squatter	WHH
325	27+000-27+100	Jhikatia (Bishunganj)			Munna Kumar	Semi-Permanent	House	4.56	Squatter	WHH
326	27+000-27+100	Jhikatia (Bishunganj)			Krishna Bhuiya	Semi-Permanent	House	9.68	Squatter	SC
327	27+000-27+100	Jhikatia (Bishunganj)			Bimal Ram	Semi-Permanent	House	26	Squatter	SC
328	27+100-27+200	Jhikatia (Bishunganj)			Lakhan Das	Temporary	House	4.98	Squatter	SC
329	27+100-27+200	Jhikatia (Bishunganj)			Ajay Ram	Semi-Permanent	House	7.04	Squatter	SC
330	27+100-27+200	Jhikatia (Bishunganj)			Kanhai Das	Temporary	Kiosk	1.8	Squatter	SC
331	27+300-27+400	Jhikatia (Bishunganj)	197, 203, 244	0.0677	Vijay Shankar Prasad					BPL
332	27+500-27+600	Jhikatia (Bishunganj)	246, 416, 418	0.0194	Manoj Yadav					3
333	27+500-27+600	Jhikatia (Bishunganj)	246	0.0113	Vishwnath Yadav (Aklesh Yadav)					BPL
334	27+500-27+600	Jhikatia	262	0.0122	Shyamlal Chaudhary					SC
335	27+500-27+600	Jhikatia	262, 415	0.0157	Bhuwneshwar Yadav (Raju Yadav)					BPL
336	27+600-27+700	Jhikatia	409	0.0083	Ram Bhaju Ram					SC
337	27+600-27+700	Jhikatia	409	0.0083	Murari Prasad					SC
338	27+800-27+900	Jhikatia	400, 246	0.0272	Jagdish Yadav	Semi-Permanent	House	20.24	TH	BPL
339	27+800-27+900	Jhikatia	398	0.0069	Kalawati Devi		Boundary Wall	4.2	TH	SC
340	27+800-27+900	Jhikatia	398	0.0070	Arti Devi	Semi-Permanent	House	4.94	TH	SC
341	27+800-27+900	Jhikatia	397	0.0122	Sanjay Chaudhary	Semi-Permanent	House	5.4	TH	SC
342	27+800-27+900	Jhikatia	418	0.0071	Suchit Chaudhary	Temporary	Kiosk	1.82	TH	SC
343	27+800-27+900	Jhikatia	396	0.0056	Tapsi Yadav					WHH
344	27+800-27+900	Jhikatia	395	0.0079	Dilip Kumar					SC
345	27+800-27+900	Jhikatia	395	0.0080	Hari Chaudhary					SC
346	27+800-27+900	Jhikatia	246	0.0113	Akhilesh Yadav	Temporary	Kiosk	3.2	TH	BPL
347	28+100-28+200	Umga (Rachhol)			Vijay Chaudhary	Temporary	Kiosk	1.98	Squatter	SC
348	28+100-28+200	Umga (Rachhol)			Ramparves Chaudhary	Temporary	Eatery	5.7	Squatter	SC
349	28+100-28+200	Umga (Rachhol)	3348	0.0447	Rana Samsher Bahadur Singh					SC
350	28+200-28+300	Umga (Rachhol)	3348	0.0448	Balindra Singh					
351	28+400-28+500	Umga (Rachhol)	9677	0.0104	Sri Yadav					BPL
352	28+400-28+500	Umga (Rachhol)	9675	0.0105	Vijay Yadav (Dilip Kumar)					BPL
353	28+500-28+600	Umga (Rachhol)	9675	0.0104	Rajram Yadav					BPL

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
354	28+500-28+600	Umga (Rachhol)	9675	0.0104	Yugal Yadav					BPL
355	28+500-28+600	Umga (Rachhol)	9675	0.0104	Bindeswar Yadav					BPL
356	28+600-28+700	Sahar	583	0.0060	Kumar Manoj Sinha					BPL
357	28+600-28+700	Sahar	583	0.0060	Kamla Prasad Singh (Manoj Singh)					BPL
358	28+600-28+700	Sahar	583	0.0061	Yogendar Prasad Singh (Manoj Singh)					WHH
359	28+600-28+700	Sahar	583	0.0061	Shiv Prasad Singh (Manoj Singh)					BPL
360	28+600-28+700	Jalwand	205	0.0079	Arvind Bhuiya					SC
361	28+600-28+700	Jalwand	205	0.0080	Baldev Yadav					BPL
362	28+600-28+700	Jalwand	205	0.0080	Krishan Yadav					SC
363	28+700-28+800	Jalwand	205	0.0080	Tuntun Bhuniya					SC
364	28+700-28+800	Jalwand	111	0.0421	Puran Yadav	Temporary	Cattle Shed	2	TH	BPL
365	28+700-28+800	Jalwand	111	0.0422	Saryu Yadav					WHH
366	28+700-28+800	Jalwand	203	0.0062	Nagendra Yadav (Gaurav Kumar)					NTH
367	28+700-28+800	Jalwand	203	0.0062	Dharmendra Yadav (Pushpa Devi)					BPL
368	28+800-28+900	Jalwand	194, 193	0.0066	Ram Prasad Saw					BPL
369	28+800-28+900	Jalwand	194, 193	0.0064	Krishna Prasad					BPL
370	28+800-28+900	Jalwand	194, 193	0.0064	Tapeswari Devi (Krishna Prasad)					NTH
371	28+900-29+000	Jalwand	68/319	0.0198	Krishna Singh (Binod Singh)					BPL
372	28+900-29+000	Jalwand	68/319	0.0197	Surendra Singh					BPL
373	29+100-29+200	Jalwand	59	0.0182	Barti Devi					BPL
374	29+100-29+200	Jalwand	59	0.0183	Haskali Devi (Kuwar)					BPL
375	29+300-29+400	Jalwand	55	0.0018	Bhahmdeo Yadav					BPL
376	29+300-29+400	Jalwand	55	0.0017	Lakhan Yadav					3
377	29+600-29+700	Umga (Purnadih)	2693	0.0016	Vinay Kumar Singh					WHH
378	29+600-29+700	Umga (Purnadih)	2694	0.0039	Om Prakash Prasad					BPL
379	29+600-29+700	Umga (Purnadih)	2694	0.0040	Kameshwar Singh					BPL
380	29+600-29+700	Umga (Purnadih)	2694	0.0040	Baidhnath Pathak					BPL
381	29+600-29+700	Umga (Purnadih)	2697, 2580/10199, 2998/10237	0.0194	Nagendra Pathak					BPL
382	29+600-29+700	Umga (Purnadih)	2698	0.0069	Jaykaran Thakur (Ramadhar Thakur)					BPL

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
383	29+700-29+800	Umga (Purnadih)	2699	0.0149	Ramesh Prasad					WHH
384	29+700-29+800	Umga (Purnadih)	2699	0.0149	Meena Devi					NTH
385	29+700-29+800	Umga (Purnadih)	2699	0.0149	Vinod Thakur					SC
386	29+800-29+900	Umga (Purnadih)	10217	0.0027	Rajesh Kumar					SC
387	29+800-29+900	Umga (Purnadih)	2657	0.0019	Sidheshwar Kumar					SC
388	29+800-29+900	Umga (Purnadih)	2656	0.0034	Birendra Prasad Singh					BPL
389	29+800-29+900	Umga (Purnadih)	2655	0.0010	Kulendra Singh					SC
390	29+800-29+900	Umga (Purnadih)	2576, 1998	0.0392	Shashinath Pathak (Himanshu Shekhar)					WHH
391	29+900-30+000	Umga (Purnadih)	2577	0.0055	Awadh Kumar Pathak					BPL
392	30+000-30+100	Umga (Purnadih)	2013	0.0023	Alok Kumar					BPL
393	30+100-31+200	Umga (Purnadih)	2585	0.0003	Sima Kumari					3
394	30+100-31+200	Umga (Purnadih)	2586	0.0026	Vishwanath Prasad					SC
395	30+100-31+200	Umga (Purnadih)	2587	0.0049	Kunti Devi					SC
396	30+100-31+200	Umga (Purnadih)	2588/10202	0.0169	Bhagirathi Chaudhary	Permanent	House	11.4	TH	SC
397	30+100-31+200	Umga (Purnadih)			Bhagirathi Chaudhary	Temporary	House	52.92	TH	3
398	30+100-31+200	Umga (Purnadih)	2000	0.0020	Krishna Chaudhary					SC
399	30+100-31+200	Umga (Purnadih)	2000	0.0017	Parmod Chaudhary					SC
400	30+100-31+200	Umga (Purnadih)	2000	0.0017	Tetar Kumar					SC
401	30+200-31+300	Umga (Purnadih)	2000	0.0017	Suraj Chaudhary (Deepak Kumar)					SC
402	30+200-31+300	Umga (Purnadih)	2000	0.0017	Arun Kumar					SC
403	30+200-31+300	Umga (Purnadih)	2000	0.0017	Mohan Chaudhary					SC
404	30+200-31+300	Umga (Purnadih)	2000	0.0017	Satrudhan Chaudhary (Urmila Devi)					SC
405	30+200-31+300	Umga (Purnadih)	2000	0.0017	Ranjit Singh (Suchit Singh)					WHH
406	30+600-30+700	Umga (Purnadih)	1786, 1702, 1687	0.0135	Amardhwaj Singh (Rakesh Kumar)					BPL
407	30+600-30+700	Umga (Purnadih)	1786, 1702, 1687	0.0135	Rajendra Prasad Singh (Rakesh)					PHH
408	30+600-30+700	Umga (Purnadih)	1786, 1702, 1687	0.0135	Sunil Kumar Singh					
409	30+600-30+700	Umga (Purnadih)	1786, 1702, 1687	0.0135	Rajkumar Singh (Ravindra Singh)					BPL
410	30+600-30+700	Umga (Purnadih)	1785	0.0007	Shiv Kumar Gupta					BPL
411	30+900-31+000	Umga (Purnadih)			Bikash Kumar	Temporary	Eatery	22.4	Encroacher	BPL
412	31+500-31+600	Umga	1730	0.0208	Nagdeep Singh					BPL

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
413	31+500-31+600	Umga	1671, 1750, 1730	0.0339	Satya Narayan Singh					BPL
414	31+600-31+700	Umga	1683, 1730	0.0237	Krish Kumar Singh					BPL
415	31+700-31+800	Umga	1684	0.0056	Chanrdeep Singh					WHH
416	31+700-31+800	Umga	1684	0.0055	Arunjay Singh					WHH
417	31+700-31+800	Umga	1688	0.0083	Sarita Devi		Boundary Wall	16	TH	BPL
418	31+700-31+800	Umga	1688	0.0082	Amrita Kumari					SC
419	31+800-31+900	Umga	1700	0.0042	Dinesh Saw					3
420	31+800-31+900	Umga	1700, 1730, 1640/10063	0.0768	Tapeshwar Singh					BPL
421	32+000-32+100	Umga	1730	0.0206	Mira Devi					BPL
422	32+000-32+100	Umga	1730	0.0206	Sohai Saw					BPL
423	32+000-32+100	Umga	1233	0.0123	Bharat Kumar					BPL
424	32+000-32+100	Umga (Darji Bigha)	1233, 1236	0.0196	Shyamnarayan Singh	Semi-Permanent	Foundation	61	TH	SC
425	32+000-32+100	Umga (Darji Bigha)			Shyamnarayan Singh	Semi-Permanent	Foundation	116.6	TH	NTH
426	32+200-32+300	Umga (Darji Bigha)	1233	0.0123	Md Saukat Ali	Permanent	House	11.52	TH	3
427	32+200-32+300	Umga (Darji Bigha)	1233	0.0124	Saleha Khatun	Semi-Permanent	House	3	TH	SC
428	32+200-32+300	Umga (Darji Bigha)			Saleha Khatun	Semi-Permanent	House	5.3	TH	
429	32+200-32+300	Umga (Darji Bigha)			Saleha Khatun	Semi-Permanent	House	3.33	TH	SC
430	32+200-32+300	Umga (Darji Bigha)	1233	0.0124	Gulam Sharvan	Temporary	House	15	TH	BPL
431	32+200-32+300	Umga (Darji Bigha)			Sanjar Hussain		Boundary Wall	8	Encroacher	WHH
432	32+200-32+300	Umga (Darji Bigha)			Md Haroon Rashi	Permanent	House	2.03	Encroacher	BPL
433	16+300-16+400	Chandpur	636	0.0919	Not Found					
434	17+700-17+800	Deo	6859	0.0271	Not Found					WHH
435	26+000-26+100	Nima Anjan	1112	0.0139	Not Found					BPL
436	26+600-26+700	Nima Anjan	4221	0.0223	Not Found					
437	0+350-0+400	Amba			Raj Kumar Mehta	Temporary	Kiosk	0.9	Squatter	BPL
438	0+350-0+400	Amba			Suresh Mehta	Temporary	Kiosk	2.24	Squatter	BPL
439	0+350-0+400	Amba			Satendra Mehta	Temporary	Kiosk	1.3	Squatter	BPL
440	0+350-0+400	Amba			Ramraj Mehta	Temporary	Kiosk	1.05	Squatter	SC
441	1+100-1+150	Telhara			Rambilsh Ram	Temporary	House	18.55	Squatter	SC
442	1+950-2+000	Telhara			Parmod Kumar	Permanent	House	10.05	Squatter	BPL

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
443	3+350-3+400	Haria			Ramparvesh Shaw	Semi-Permanent	Cattle Shed	24.51	Squatter	BPL
444	5+550-5+600	Niranjan Pur			Gopal Lal	Temporary	Kiosk	0.6	Squatter	BPL
445	5+600-5+650	Niranjan Pur			Banarsi Lal	Temporary	Kiosk	1.5	Squatter	NTH
446	5+600-5+650	Niranjan Pur			Shakuntalan Devi	Semi-Permanent	Eatery	3.51	Squatter	NTH
447	8+650-8+700	Khaira Jiwa Bigha			Nagendra Kumar	Temporary	Kiosk	3.99	Squatter	WHH
448	9+550-9+600	Khaira Jiwa Bigha			Ram Janam Sharma	Temporary	House	19.08	Squatter	3
449	9+600-9+650	Khaira Jiwa Bigha			Dudhesh Paswan	Semi-Permanent	House	6.76	Squatter	SC
450	9+600-9+650	Khaira Jiwa Bigha			Anil Paswan	Temporary	Kiosk	2.4	Squatter	SC
451	9+600-9+650	Khaira Jiwa Bigha			Rupdeo Saw	Temporary	Kiosk	3.2	Squatter	SC
452	9+600-9+650	Khaira Jiwa Bigha			Naresh Paswan	Temporary	House	5.72	Squatter	SC
453	9+600-9+650	Khaira Jiwa Bigha			Chandeshwar Saw	Temporary	Res-cum-Comm	32.3	Squatter	WHH
454	9+600-9+650	Khaira Jiwa Bigha			Jugesh Saw	Semi-Permanent	House	9.31	Squatter	BPL
455	9+600-9-650	Khaira Jiwa Bigha			Kameshwar Saw	Temporary	House	15.37	Squatter	WHH
456	9+950-10+000	Suhi			Brijmohan Singh	Semi-Permanent	Eatery	24	Squatter	SC
457	10+850-10+900	Suhi			Satender Chaudhry	Temporary	Kiosk	2.4	Squatter	SC
458	10+950-11+000	Suhi			Naresa Saw	Temporary	Eatery	1.72	Squatter	3
459	11+000-11+050	Israur (Chatti)			Md Mushtak Rangasaj	Semi-Permanent	Shop	12	Squatter	BPL
460	11+000-11+050	Israur (Chatti)			Niraj Kumar	Semi-Permanent	Shop	6.44	Squatter	BPL
461	11+000-11+050	Israur (Chatti)	1669	0.0086	Vinay Thakur	Semi-Permanent	Res-cum-Comm	3.8	TH	3
462	11+050-11+100	Israur (Chatti)	1669	0.009	Upender Parsad	Semi-Permanent	Shop	1.44	TH	BPL
463	11+050-11+100	Israur (Chatti)			Kamlesh Ram	Temporary	Kiosk	1.82	Squatter	SC
464	11+050-11+100	Israur (Chatti)			Akhtar Hussain	Temporary	Kiosk	4.18	Squatter	BPL
465	11+050-11+100	Israur (Chatti)			Jugesh Kumar	Temporary	Kiosk	3.57	Squatter	BPL
466	11+050-11+100	Israur (Chatti)			Md Shamshad Alam	Temporary	Shop	2.73	Squatter	BPL
467	11+050-11+100	Israur (Chatti)			Suryamani Kuwar	Semi-Permanent	Eatery	2.05	Squatter	4
468	11+150-11+200	Israur (Chatti)			Tinku Kumar	Temporary	Kiosk	0.64	Squatter	WHH
469	12+150-12+200	Bishunpur			Md Sirajuddin	Temporary	House	15.3	Encroacher	BPL
470	12+150-12+200	Bishunpur			Md Aslam Alam	Semi-Permanent	House	8.55	Squatter	BPL
471	12+150-12+200	Bishunpur			Taukir Ahmad	Semi-Permanent	House	15.98	Squatter	BPL
472	12+200-12+250	Bishunpur			Harichand Ram		Boundary Wall	5	Encroacher	SC

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
473	12+200-12+250	Bishunpur			Mahendra Kumar	Permanent	House	4.27	Encroacher	SC
474	12+250-12+300	Bishunpur			Kalawati Kunwar	Temporary	House	15.58	Squatter	SC
475	12+250-12+300	Bishunpur			Surendra Ram	Temporary	House	6.79	Encroacher	SC
476	12+250-12-300	Bishunpur			Jugeshar Ram	Temporary	House	13	Squatter	SC
477	12+300-12+350	Bishunpur	255, 232	0.009	Saroj Kumar					SC
478	12+300-12+350	Bishunpur	229, 230	0.0802	Md Zahir					BPL
479	12+300-12+350	Bishunpur	229	0.0161	Md Hamid					BPL
480	12+300-12+350	Bishunpur	226	0.019	Suresh Bhunyan	Temporary	House	4	TH	SC
481	12+350-12+400	Bishunpur	225	0.0017	Bijaya Bhunyan					SC
482	12+400-12+450	Bishunpur	227, 228	0.0788	Shane Rahmat					BPL
483	12+400-12+450	Bishunpur	222	0.0135	Jagdish Bhuiya					SC
484	12+400-12+500	Bishunpur	300, 302, 303	0.2514	Surendra Narayan Gupta					NTH
485	12+450-12+500	Bishunpur	300,302,303,309,311,312,313,	0.3727	Jaipal Bharti					BPL
486	12+450-12+500	Bishunpur	301	0.0179	Mustafa Kamal					BPL
487	12+550-12+600	Bishunpur	257/361	0.0462	Prem Nath Shingh					BPL
488	12+550-12+600	Bishunpur	360	0.0513	Sunil Kumar					WHH
489	12+550-12+600	Bishunpur	360	0.0513	Janardhan Singh					WHH
490	12+700-12+750	Bishunpur			Kamlesh Paswan	Temporary	Kiosk	2.72	Squatter	SC
491	12+750-12+800	Bishunpur			Ramadhar Singh	Temporary	House	6.4	Squatter	SC
492	12+750-12+800	Bishunpur			Gautam Bhuiya	Temporary	House	11.1	Squatter	SC
493	12+900-13+000	Bishunpur			Sunil Choudhary	Temporary	Kiosk	2.24	Squatter	SC
494	12+950-13+000	Bishunpur			Shailesh Kumar	Temporary	Kiosk	1.95	Squatter	SC
495	12+950-13+000	Bishunpur			Rpancham Ram	Permanent	Shop	6.9	Squatter	SC
496	13+050-13+100	Bishunpur			Navalesh Kumar	Temporary	Kiosk	1.82	Squatter	SC
497	13+050-12-100	Bishunpur			Ramchandar Chaudhary	Temporary	Shop	2.1	Squatter	SC
498	14+600-14+700	Chandpur (Bambhuri)			Inderjeet Yadav	Permanent	Res-cum-Comm	8.64	Squatter	BPL
499	14+600-14+700	Chandpur (Bambhuri)			Inderjeet Yadav	Permanent	Other Pvt.	8.32	Squatter	NTH
500	14+600-14+700	Chandpur (Bambhuri)			Janswar Yadav	Semi-Permanent	House	2.6	Squatter	BPL
501	14+600-14+700	Chandpur			Dinesh Yadav	Temporary	Cattle Shed	11	Squatter	BPL

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
502	15+100-15+200	Chandpur	376	0.0241	Pankaj Kumar Mishra					BPL
503	15+100-15+200	Chandpur	376	0.0242	Prashant Mishra (Manoj Kumar)					WHH
504	15+100-15+200	Chandpur	376	0.0242	Ashok Kr Mishra (Manoj Kr Mishra)					NTH
505	15+100-15+200	Chandpur	376	0.0242	Anuj Kr Mishra (Manoj Kr)					BPL
506	15+100-15+200	Chandpur	376	0.0242	Manoj Kumar (Self)					BPL
507	15+300-15+400	Chandpur (Colony)			Kundal Ram	Temporary	Kiosk	0.9	Squatter	SC
508	15+800-15+900	Chandpur	598	0.0101	Bimla Devi					SC
509	15+800-15+900	Chandpur	598	0.0102	Parmila Devi					BPL
510	15+800-15+900	Chandpur	598	0.0102	Santoshi Devi (Sumant Kumar)					BPL
511	15+800-15+900	Chandpur	599	0.1621	Sadhu Saran Singh (Anugrah Narayan Panday)	Semi-Permanent	Other Pvt.	642	TH	NTH
512	15+800-15+900	Chandpur	600, 651	0.1748	Ramnaresh Pandey					BPL
513	15+800-15+900	Chandpur	600, 651	0.1749	Anil Kumar Singh					BPL
514	15+900-16+000	Chandpur	597	0.0277	Rajendra Prasad Singh					BPL
515	15+900-16+000	Chandpur	646	0.0528	Arun Kumar Singh					BPL
516	15+900-16+000	Chandpur	647, 648	0.2839	Akhileshwar Singh					WHH
517	16+000-16+100	Chandpur	649	0.1021	Ankit Raj					NTH
518	16+000-16+100	Chandpur	650	0.1021	Surendra Kr Singh					BPL
519	16+000-16+100	Chandpur	654/1438	0.004	Uday Chaudhry					BPL
520	16+000-16+100	Chandpur	640	0.2355	Jitendra Narayan Singh					BPL
521	16+000-16+100	Chandpur	640	0.2356	Ravindra Singh					WHH
522	16+100-16+200	Chandpur	639	0.0256	Kamla Devi (Ramashish Pandey)					WHH
523	16+100-16+200	Chandpur	637	0.6564	Rajendra Singh					BPL
524	16+300-16+400	Chandpur	1252	0.0055	Shanti Devi					BPL
525	16+300-16+400	Chandpur	1252	0.0055	Madan Mohan Gopal Singh					BPL
526	16+300-16+400	Chandpur	1251	0.0038	Umda Devi					BPL
527	16+400-16+500	Deo (Sudhi Bigha)	1732, 1730, 1741, 1733	0.1859	Sudama Devi					
528	16+500-16+600	Deo (Sudhi Bigha)	1730, 1733, 1732, 1741	0.1862	Vijay Kr Singh					NTH
529	16+500-16+600	Deo (Sudhi Bigha)	1742	0.0855	Chandradeep Singh		Boundary Wall	24	TH	BPL
530	16+500-16+600	Deo (Sudhi Bigha)	1743	0.0471	Rajendra Singh					BPL

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
531	16+500-16+600	Deo (Sudhi Bigha)	1743	0.0471	Gupteshwar Singh					WHH
532	16+500-16+600	Deo (Sudhi Bigha)	1743	0.0470	Jai Ram Singh					BPL
533	16+500-16+600	Deo (Sudhi Bigha)	1743	0.0470	Manraj Kunwar					3
534	16+600-16+700	Deo (Sudhi Bigha)	1746	0.0392	Sharda Devi					BPL
535	16+600-16+700	Deo (Sudhi Bigha)	1748, 1746	0.0714	Bhim Singh					4
536	16+600-16+700	Deo (Sudhi Bigha)	1762, 1764, 1748, 1750	0.3979	Sunaina Devi					BPL
537	16+600-16+700	Deo (Sudhi Bigha)	1749, 1750	0.0653	Birender Kr Singh					WHH
538	16+600-16+700	Deo (Sudhi Bigha)	1762	0.1904	Uamkant Singh					BPL
539	16+700-16+800	Deo (Sudhi Bigha)	1761	0.0022	Balkeshwar Singh					WHH
540	16+700-16+800	Deo (Sudhi Bigha)	1764	0.1612	Rajan Kumar Singh					4
541	16+800-16+900	Deo (Sudhi Bigha)	1773	0.0647	Awdhesh Singh					BPL
542	16+800-16+900	Deo (Sudhi Bigha)	1774	0.0014	Kundan Kumar Singh					3
543	16+800-16+900	Deo (Sudhi Bigha)	1774, 1751	0.0042	Laxman Singh					
544	16+900-17+000	Deo (Sudhi Bigha)	1759, 6828, 1774	0.0825	Anuj Kumar Singh					3
545	16+900-17+000	Deo (Sarab Bigha)	1774	0.0014	Surendra Prasad Singh					3
546	17+000-17+100	Deo (Sarab Bigha)	6829, 6833, 2161, 2128	0.0711	Rampal Chaudhry					
547	17+000-17+100	Deo (Sarab Bigha)	6829, 6833, 2161, 2128	0.0711	Jagdish Prasad					PHH
548	17+000-17+100	Deo (Sarab Bigha)	6829, 6833, 2761, 2128	0.0711	Binod Prasad					NTH
549	17+100-17+200	Deo (Sarab Bigha)	6835, 6830	0.0213	Madan Chaudhry					3
550	17+100-17+200	Deo (Sarab Bigha)	6834, 2171	0.1293	Prem Shankar Chaudhry					SC
551	17+100-17+200	Deo (Sarab Bigha)			Bikhari Chaudhry	Semi-Permanent	House	18	Squatter	3
552	17+100-17+200	Deo (Sarab Bigha)			Phanish Kumar	Temporary	Kiosk	3	Squatter	BPL
553	17+100-17+200	Deo (Sarab Bigha)			Ravindra Chaudhry	Permanent	Res-cum-Comm	22	Encroacher	3
554	17+100-17+200	Deo (Sarab Bigha)	2128	0.0131	Santosh Kumar					WHH
555	17+200-17+300	Deo (Sarab Bigha)	2128	0.0131	Amal Kumar Chaudhry					
556	17+200-17+300	Deo (Sarab Bigha)	2128	0.0131	Omprakash					3
557	17+200-17+300	Deo (Sarab Bigha)	2128	0.0131	Birender Kumar					BPL
558	17+300-17+400	Deo (Sarab Bigha)	2182	0.0427	Shiv Prasad					
559	17+300-17+400	Deo (Sarab Bigha)	2160, 2161	0.0966	Jeera Devi	Semi-Permanent	Cattle Shed	18	TH	WHH
560	17+400-17+500	Deo (Sarab Bigha)	2160, 6835, 6830	0.0901	Gopal Parsad					

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
561	17+400-17+500	Deo (Sarab Bigha)	2160, 6835, 6830	0.0899	Manoj Kumar					BPL
562	17+400-17+500	Deo (Sarab Bigha)	2160, 6835, 6830	0.0899	Prahlad Prasad					NTH
563	17+400-17+500	Deo (Sarab Bigha)	2163	0.0523	Ramesh Kumar					SC
564	17+400-17+500	Deo (Sarab Bigha)	2160, 6835, 6830	0.0899	Rupesh Kumar					SC
565	17+400-17+500	Deo (Sarab Bigha)	2166, 2171	0.068	Indu Devi					BPL
566	17+500-17+600	Deo (Sarab Bigha)	2165, 2163, 6830	0.0788	Ravinder Kumar					WHH
567	17+500-17+600	Deo (Harkitan Bigha)	2169	0.0348	Hiramani Ravi Das					SC
568	17+500-17+600	Deo (Harkitan Bigha)	2169	0.0347	Jawahar Chaudhry					BPL
569	17+500-17+600	Deo (Harkitan Bigha)	2170	0.0255	Puja Kuamri					SC
570	17+500-17+600	Deo (Harkitan Bigha)	2170	0.0254	Rameshra Ram					SC
571	17+500-17+600	Deo (Harkitan Bigha)	2176	0.0564	Suman Kumar					NTH
572	17+500-17+600	Deo (Harkitan Bigha)	2177	0.0251	Prabha Kuwar (Ravi Raj Kumar)					WHH
573	17+500-17+600	Deo (Harkitan Bigha)	2178, 2333	0.0064	Bhikhari Chaudhry(Asha Devi)					3
574	17+500-17+600	Deo (Harkitan Bigha)	2179	0.1037	Baby Devi					3
575	17+500-17+600	Deo (Harkitan Bigha)	2166, 2329, 2369	0.2238	Ashok Singh					BPL
576	17+500-17+600	Deo (Harkitan Bigha)	2371, 2365	0.1745	Rajeev Kr Singjh					WHH
577	17+600-17+700	Deo (Harkitan Bigha)	2199	0.4667	Kuldeep Prasad					SC
578	17+600-17+700	Deo (Harkitan Bigha)	2327	0.0044	Mungia Devi					SC
579	17+700-17+800	Deo (Harkitan Bigha)	2331, 2429	0.0687	Meena Devi					BPL
580	17+700-17+800	Deo (Harkitan Bigha)	2330, 6861	0.102	Ramparvesh Churasia					BPL
581	17+700-17+800	Deo (Harkitan Bigha)	2332, 2177	0.1235	Pintu Chaurasiya					BPL
582	17+700-17+800	Deo (Harkitan Bigha)	2314	0.0010	Nehal Ahmad					SC
583	17+700-17+800	Deo (Harkitan Bigha)	2370	0.0726	Awdhesh Das					SC
584	17+700-17+800	Deo (Harkitan Bigha)	2328	0.0057	Shankar Chaudhry					SC
585	17+700-17+800	Deo (Harkitan Bigha)	2328	0.0057	Amar Kumar					SC
586	17+700-17+800	Deo (Harkitan Bigha)	2374	0.0100	Gyani Kuamr					BPL
587	17+800-17+900	Deo (Harkitan Bigha)	2373	0.048	Vishwanath Prasad Chaurasiya					NTH
588	17+800-17+900	Deo (Harkitan Bigha)	2398	0.0696	Gopal Prasad Gupta					WHH
589	17+800-17+900	Deo (Harkitan Bigha)	2398	0.0696	Mamta Devi					BPL
590	17+900-18+000	Deo (Harkitan Bigha)	2421	0.0375	Upender Prasad					WHH

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
591	17+900-18+000	Deo (Harkitan Bigha)	2421	0.0375	Md Wasim					WHH
592	17+900-18+000	Deo (Harkitan Bigha)	2421	0.0375	Javed Akhtar					NTH
593	17+900-18+000	Deo (Harkitan Bigha)	2421	0.0375	Hazara Khatoon					SC
594	17+900-18+000	Deo (Harkitan Bigha)	2383	0.1613	Sharwan Kr Chaudhry					BPL
595	17+900-18+000	Deo (Harkitan Bigha)	2424, 2180, 2175	0.1312	Dulari Devi					SC
596	17+900-18+000	Deo (Harkitan Bigha)	2424, 2425, 2426	0.1422	Nand Lal Sharma	Temporary	Cattle Shed	18	TH	SC
597	17+900-18+000	Deo (Harkitan Bigha)	2424	0.0205	Bhikhari Chaudhry(Asha Devi)					SC
598	17+900-18+000	Deo (Harkitan Bigha)	2424	0.0205	Siyamani Devi					WHH
599	18+000-18+100	Deo (Harkitan Bigha)	2425	0.1017	Jimdar Das	Permanent	House	45.6	TH	SC
600	18+000-18+100	Deo (Harkitan Bigha)	2429	0.1438	Lachho Singh					SC
601	18+000-18+100	Deo (Harkitan Bigha)	2430, 2449	0.2041	Parmila Devi					SC
602	18+100-18+200	Deo (Harkitan Bigha)	2428	0.0010	Radha Rani Singh					WHH
603	18+100-18+200	Deo (Harkitan Bigha)	2431	0.1227	Pawan Kumar					
604	18+100-18+200	Deo (Harkitan Bigha)	2431	0.1227	Sunil Chaudhry					WHH
605	18+100-18+200	Deo (Harkitan Bigha)	2449	0.0496	Munir Khan					BPL
606	18+200-18+300	Deo (Harkitan Bigha)	2449	0.0496	Anju Devi					BPL
607	18+200-18+300	Deo (Harkitan Bigha)	2466	0.0033	Premti Kuwar					WHH
608	18+200-18+300	Deo (Harkitan Bigha)	2449	0.0496	Kavita Gupta (Kavita Devi)					SC
609	18+300-18+400	Deo (Harkitan Bigha)	2465, 1251(CHANDPUR)	0.0088	Shashi Kumar					SC
610	18+500-18+600	Banokhar	1, 8	0.0685	Vashisht Yadav					SC
611	18+500-18+600	Banokhar	1	0.0428	Vijay Mistry					NTH
612	18+600-18+700	Banokhar	1	0.0428	Fatima Khatun					WHH
613	18+700-18+800	Banokhar	1, 8	0.0657	Kapil Deo Mistry					NTH
614	18+800-18+900	Banokhar	1, 8	0.0657	Brahmadeo Mistry					BPL
615	18+800-18+900	Banokhar	1, 8	0.0657	Dharamdeo Mistry					NTH
616	18+900-19+000	Banokhar	5, 8	0.0435	Krishna Yadav					BPL
617	18+900-19+000	Banokhar	5, 8	0.0435	Meera Devi					WHH
618	19+100-19+200	Banokhar	8	0.0228	Birender Prasad					WHH
619	19+100-19+200	Banokhar	8	0.0228	Pradeep Kumar Verma					BPL

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
620	19+100-19+200	Banokhar	8	0.0228	Mahendra Prasad Soni					BPL
621	19+200-19+300	Banokhar	8	0.0228	Runa Devi					BPL
622	19+200-19+300	Banokhar	8	0.0228	Indiravati Devi					NTH
623	19+200-19+300	Banokhar	8	0.0228	Smriti Prema Devi					NTH
624	19+200-19+300	Banokhar	8	0.0228	Satender Chaudhry					SC
625	19+200-19+300	Banokhar	8	0.0228	Rajesh Chaudhry (Satender Chaudhry)					SC
626	19+200-19+300	Banokhar	8	0.0228	Kanti Devi					WHH
627	19+200-19+300	Banokhar	8	0.0228	Mina Devi					WHH
628	19+200-19+300	Banokhar	8	0.0228	Ramvilas Prajapat					BPL
629	19+200-19+300	Banokhar	8	0.0228	Sunita Devi					BPL
630	19+400-19+500	Banokhar	8	0.0228	Jaglal Saw					NTH
631	19+400-19+500	Banokhar	8	0.0228	Prawesh Bhuiya					SC
632	19+500-19+600	Kathbar (Bangla Par)	701	0.0077	Sitaram Prajapat					BPL
633	19+600-19+700	Kathbar (Bangla Par)	17	0.0110	Brihaspat Ram					SC
634	19+600-19+700	Kathbar (Bangla Par)	17	0.0110	Kapildeo Mahto	Semi-Permanent	Other Comm	7.5	TH	BPL
635	19+700-19+800	Kathbar (Bangla Par)			Subhash Kumar Verma	Temporary	Kiosk	6.25	Encroacher	
636	19+700-19+800	Kathbar (Bangla Par)	17	0.0110	Birender Nunia					BPL
637	19+700-19+800	Kathbar (Bangla Par)	17	0.0110	Mandeep Chaudhry	Temporary	Kiosk	2.85	TH	SC
638	19+700-19+800	Kathbar (Bangla Par)			Arvind Chaudhry	Temporary	Kiosk	3.4	Squatter	SC
639	19+700-19+800	Kathbar (Bangla Par)	17	0.0110	Ashok Chaudhry	Permanent	House	9	TH	SC
640	19+700-19+800	Kathbar (Bangla Par)	17	0.0110	Manoj Choudhry	Permanent	House	5	TH	SC
641	19+700-19+800	Kathbar (Bangla Par)			Manoj Choudhry	Temporary	Kiosk	3	TH	WHH
642	19+700-19+800	Kathbar (Bangla Par)	17	0.0110	Binod Chaudhry	Permanent	House	34.5	TH	SC
643	19+700-19+800	Kathbar (Bangla Par)			Binod Chaudhry	Temporary	Kiosk	2	TH	BPL
644	19+700-19+800	Kathbar (Bangla Par)	17	0.0110	Laxman Parsad					3
645	19+800-19+900	Kathbar (Bangla Par)	17	0.0110	Leela Devi					WHH
646	19+800-19+900	Kathbar (Bangla Par)	17	0.0110	Dhanwanti Devi					
647	19+800-19+900	Kathbar (Bangla Par)	17	0.0110	Dhanjay Chaudhry					SC
648	19+900-20+000	Kathbar (Bangla Par)	17	0.0110	Parmeshwar Yadav					BPL
649	19+900-20+000	Kathbar (Bangla Par)	17	0.0110	Malti Devi	Temporary	Cattle Shed	11.55	TH	SC

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
650	19+900-20+000	Kathbar (Bangla Par)	17	0.0110	Birju Chaudhry					SC
651	19+900-20+000	Kathbar (Bangla Par)	17	0.0110	Vijay Chaudhry	Temporary	House	4.84	TH	SC
652	19+900-20+000	Kathbar (Bangla Par)	17	0.0110	Jimeddar Bhuiya	Temporary	House	5.76	TH	SC
653	19+900-20+000	Kathbar (Bangla Par)	17	0.0110	Tilesari Kuwar	Temporary	House	5.28	TH	SC
654	19+900-20+000	Kathbar (Bangla Par)			Tilesari Kuwar	Permanent	House	5.28	TH	NTH
655	19+900-20+000	Kathbar (Bangla Par)	17	0.0110	Dharamdev Bhuiya					SC
656	19+900-20+000	Kathbar (Bangla Par)	17	0.0110	Jarah Bhuiya	Semi-Permanent	House	5.6	TH	SC
657	19+900-20+000	Kathbar (Bangla Par)	17	0.0110	Chandramohan Bhuiya	Permanent	House	10.08	TH	SC
658	19+900-20+000	Kathbar (Bangla Par)	17		Chandramohan Bhuiya	Temporary	Hut	12.4	TH	
659	20+000-20+100	Kathbar (Bangla Par)	17	0.0110	Jasmatiya Devi					SC
660	20+000-20+100	Kathbar (Bangla Par)	17	0.0110	Pintu Paswan					SC
661	20+000-20+100	Kathbar (Bangla Par)	17	0.0110	Lalita Devi					WHH
662	20+000-20+100	Kathbar (Bangla Par)	17	0.0110	Akendra Ram		Boundary Wall	2.2	TH	SC
663	20+000-20+100	Kathbar (Bangla Par)	17	0.0110	Navin Parsad Chaurasia					BPL
664	20+000-20+100	Kathbar (Bangla Par)	17	0.0110	Sunil Kumar					NTH
665	20+000-20+100	Kathbar (Bangla Par)	17	0.0110	Jagdish Ram		Boundary Wall	8.3	TH	SC
666	20+000-20+100	Kathbar (Bangla Par)	17	0.0110	Lakhan Ram					SC
667	20+100-20+200	Kathbar (Bangla Par)	17	0.0110	Bhola Yadav					WHH
668	20+200-20+300	Peman	139	0.0302	Purendra Yadav					WHH
669	20+200-20+300	Peman	139	0.0301	Lakhan Singh					NTH
670	20+400-20+500	Peman	131,47, 48, 59	0.036	Sanjay Yadav					SC
671	20+400-20+500	Peman	131,47, 48, 50	0.0322	Ajay Yadav					BPL
672	20+400-20+500	Peman	131,47, 48, 50	0.0322	Pappu Yadav					WHH
673	20+400-20+500	Peman	131,47, 48, 50, 51	0.0382	Chotu Yadav					WHH
674	20+400-20+500	Peman	129	0.0304	Kamleshwar Yadav					WHH
675	20+400-20+500	Peman	130	0.0621	Dinesh Yadav					WHH
676	20+400-20+500	Peman	125	0.0051	Uttam Noniya					BPL
677	20+400-20+500	Peman	125	0.0051	Vinod Prasad Chouhan					3
678	20+500-20+600	Peman	125	0.0051	Kunua Kuwar					BPL
679	20+500-20+600	Peman	125, 61	0.0139	Awadesh Noniya					WHH

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
680	20+500-20+600	Peman	125, 61	0.0139	Sunita Kuwar					BPL
681	20+500-20+600	Peman	125	0.0051	Karmu Chouhan					BPL
682	20+600-20+700	Peman	123, 75	0.1584	Gopal Pathak					BPL
683	20+900-21+000	Peman			Basist Paswan	Temporary	Kiosk	2.21	Squatter	SC
684	20+900-21+000	Peman	79	0.0157	Kushum Devi					WHH
685	20+900-21+000	Peman	79	0.0157	Ramadhar Pathak					NTH
686	20+900-21+000	Karpatai	10, 40	0.069	Mahendra Saw					WHH
687	20+900-21+000	Karpatai	276, 10, 12	0.1826	Raghuwansh Singh					SC
688	21+000-21+100	Karpatai	276, 10, 12, 280, 286	0.3127	Nagendra Singh					BPL
689	21+100-21+200	Karpatai	10, 12, 50	0.1143	Krishna Kuwar					NTH
690	21+100-21+200	Karpatai	10, 72, 12, 137	0.1572	Sidhawaswar Singh					WHH
691	21+200-21+300	Karpatai	10	0.0448	Mithilesh Singh					BPL
692	21+200-21+300	Karpatai	10, 50, 12, 276, 88	0.2313	Sushma Singh					NTH
693	21+300-21+400	Peman	274	0.0244	Ravindra Yadav					BPL
694	21+300-21+400	Peman	274	0.0244	Chharadhan Yadav					WHH
695	21+300-21+400	Peman	274	0.0244	Raghu Yadav					
696	21+300-21+400	Peman	274	0.0244	Uday Yadav					BPL
697	21+300-21+400	Peman	274	0.0244	Nandu Yadav					3
698	21+300-21+400	Peman	274	0.0244	Baliram Bhagat					NTH
699	21+300-21+400	Peman	274	0.0244	Upendra Saw					BPL
700	21+300-21+400	Peman	274	0.0244	Rajendra Yadav					BPL
701	21+400-21+500	Peman	274	0.0244	Karmu Bhuiya	Semi-Permanent	Other Comm	20.5	TH	SC
702	21+400-21+500	Peman	274	0.0244	Shivlakhnan Ram					SC
703	21+400-21+500	Peman	274	0.0244	Ganesh Yadav					BPL
704	21+400-21+500	Peman	274	0.0244	Bhekha Ram					SC
705	21+400-21+500	Peman	274	0.0244	Prasidh Ram					SC
706	21+400-21+500	Peman	274	0.0244	Jagajivan Ram					SC
707	21+400-21+500	Peman	274	0.0244	Deonadan Ram					SC
708	22+600-22+700	Mahuain			Ramsevak Yadav	Semi-Permanent	Workshop	6	Encroacher	3
709	22+700-22+800	Mahuain	150	0.0062	Balram Bhagat					WHH

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
710	22+700-22+800	Mahuain			Dhananjay Kumar	Permanent	Shop	12.8	Encroacher	3
711	22+700-22+800	Mahuain			Awadesh Singh	Permanent	Res-cum-Comm	7.84	Encroacher	WHH
712	22+800-22+900	Mahuain			Kishore Ram	Temporary	Shop	4.55	Squatter	SC
713	22+800-22+900	Mahuain	156	0.0068	Ashok Singh					3
714	22+800-22+900	Mahuain	156	0.0068	Mitunjay Singh					
715	22+800-22+900	Mahuain	156	0.0068	Rana Ranjit Singh Parmar					
716	22+800-22+900	Mahuain	156	0.0068	Kishore Kumar Singh					
717	23+200-23+300	Manka	1156	0.0038	Rajendara Paswan	Semi-Permanent	Shop	2.1	TH	SC
718	23+300-23+400	Manka	1007	0.0041	Giraja Paswan					SC
719	23+300-23+400	Manka	1008	0.0060	Kanti Devi					3
720	22+400-22+500	Manka	1009	0.0118	Jagarnath Saw					WHH
721	23+400-23+500	Manka	1009	0.0118	Parsh Pandey					BPL
722	23+400-23+500	Manka	1009, 1010, 613	0.0572	Jay Kishor Pandey					BPL
723	23+400-23+500	Manka			Dilip Kumar	Temporary	Shop	4.5	Encroacher	WHH
724	23+400-23+500	Manka			Shayamdeo Prasad	Temporary	Eatery	6.27	Encroacher	3
725	23+400-23+500	Manka			Chadradeep Singh	Temporary	Shop	8.25	Encroacher	WHH
726	23+400-23+500	Manka	1349	0.0206	Shiv Keswar Bari	Permanent	Res-cum-Comm	3.63	TH	4
727	23+400-23+500	Manka			Bajjnath Saw	Temporary	Eatery	2.15	Encroacher	3
728	23+400-23+500	Manka	1059, 1060	0.0173	Dinesh Kumar Singh	Semi-Permanent	Other Comm	12.3	TH	
729	23+400-23+500	Manka			Basanti Devi	Temporary	Kiosk	3	Squatter	WHH
730	23+500-23+600	Manka	1067	0.0013	Raghubansh Kumar Pandey					
731	23+500-23+600	Manka	1067	0.0012	Nawal Kishor Pandey					WHH
732	23+500-23+600	Manka	1067	0.0012	Shri Ram Pandey					3
733	23+500-23+600	Manka	1067	0.0012	Ashok Kumar Pandey					3
734	23+500-23+600	Manka	1067	0.0012	Krishna Kumar Pandey					3
735	24+500-24+600	Manka	1329	0.0009	Dharmu Pandey (Anand Mohan Pandey)					WHH
736	24+500-24+600	Manka	1329	0.0010	Damodar Pandey					BPL
737	24+500-24+600	Manka	1332	0.0048	Madhuri Devi					
738	24+500-24+600	Manka	1333	0.0019	Roop Chand Saw					3
739	24+500-24+600	Manka	1333	0.0019	Santosh Saw					3

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
740	24+700-24+800	Manka	1349	0.0206	Bindeshwar Yadav (Sita Yadav)					WHH
741	24+700-24+800	Manka	1349	0.0206	Sita Yadav					WHH
742	24+700-24+800	Manka	1349	0.0206	Vikay Singh					3
743	24+800-24+900	Manka	1345	0.0191	Satandra Bhuiya					SC
744	24+800-24+900	Manka	1345	0.0191	Sankar Bhuiya					SC
745	24+800-24+900	Manka	1345	0.0191	Moti Bhuiya					SC
746	24+900-25+000	Manka	1345	0.0190	Joginder Bhuiya					SC
747	24+900-25+000	Manka	1345	0.0190	Rinki Devi (Ram Pyare Singh)					WHH
748	24+900-25+000	Manka	1345	0.0190	Haridawar Bhuiya					SC
749	24+900-25+000	Manka	1345	0.0190	Radhe Bhuiya					SC
750	24+900-25+000	Manka	1345	0.0190	Fulwa Devi					SC
751	24+900-25+000	Manka	1345	0.0190	Arun Kumar					SC
752	25+900-26+000	Nima Anjan	1110	0.0058	Kameshwar Bhuiya					SC
753	26+100-26+200	Nima Anjan	1118	0.0038	Amarik Bhuiya (Rajmuni Devi)					SC
754	26+100-26+200	Nima Anjan	1118	0.0038	Dilkeshwar Ravidas					SC
755	26+100-26+200	Nima Anjan (Shalupura)	1118	0.0038	Bigan Bhuiya					SC
756	26+100-26+200	Nima Anjan (Shalupura)	1118	0.0038	Raghnandan Bhuiya					SC
757	26+300-26+400	Nima Anjan (Shalupura)	1127	0.0159	Ranjeet Kumar Diwakar					BPL
758	26+300-26+400	Nima Anjan (Shalupura)	1127	0.0159	Mosadi Yadav					WHH
759	26+300-26+400	Nima Anjan (Gewalganj)	1127	0.0158	Ramashish Yadav					3
760	26+400-26+500	Nima Anjan (Gewalganj)			Kailash Yadav	Semi-Permanent	House	34.56	Encroacher	3
761	26+400-26+500	Nima Anjan (Gewalganj)			Vikash Yadav	Semi-Permanent	House	18.5	Encroacher	SC
762	26+400-26+500	Nima Anjan (Gewalganj)	1129	0.0141	Shivnandan Yadav	Temporary	House	23.56	TH	3
763	26+400-26+500	Nima Anjan (Gewalganj)	1145, 1144	0.0474	Ramlagan Yadav					3
764	26+400-26+500	Nima Anjan (Gewalganj)	1145, 1144	0.0474	Krishan Yadav					BPL
765	26+500-26+600	Nima Anjan	1143/4232	0.0092	Lalita Devi					SC
766	26+500-26+600	Nima Anjan	1143/4232	0.0093	Balinder Yadav					WHH
767	26+700-26+800	Nima Anjan	1141, 1128, 1135, 787	0.0873	Mahehsuari Devi					BPL
768	26+700-26+800	Nima Anjan	1141, 1128, 1135, 787	0.0873	Ramlakhan Yadav					WHH
769	26+700-26+800	Nima Anjan	1141, 1128, 1135, 787	0.0874	Ramkeshwar Yadav					BPL

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
770	26+700-26+800	Nima Anjan	1141	0.0365	Ramsawrup Yadav					4
771	26+700-26+800	Nima Anjan	1141	0.0365	Chanrdip Yadav (Lalan Yadav)					BPL
772	26+800-26+900	Nima Anjan	1141	0.0365	Arun Singh (Syamsundar)					3
773	26+800-26+900	Nima Anjan	1141	0.0365	Sayam Sundar	Semi-Permanent	Other Res	14.96	TH	SC
774	26+800-26+900	Nima Anjan	1141	0.0365	Yogendra Singh (Bagwan Singh)					WHH
775	26+900-27+000	Nima Anjan	1141	0.0365	Ajay Singh (Shyamsundar Singh)					3
776	26+900-27+000	Nima Anjan	1141	0.0365	Bhagwan Singh					BPL
777	26+900-27+000	Nima Anjan	1141	0.0366	Anju Kumari (Sayam Sundar)					WHH
778	27+000-27+100	Jhikatia	202, 203	0.0399	Yogendra Yadav (Jagdish Yadav)					3
779	27+000-27+100	Jhikatia	202, 203	0.0399	Jagdish Yadav					3
780	27+000-27+100	Jhikatia	202, 203	0.0399	Nagina Devi					3
781	27+100-27+200	Jhikatia (Bishunganj)	203, 244, 197	0.0676	Krishna Murari Prasad					WHH
782	27+400-27+500	Jhikatia (Bishunganj)	244	0.0072	Bitu Devi					SC
783	27+400-27+500	Jhikatia (Bishunganj)	244	0.0073	Kalawati Devi					SC
784	27+400-27+500	Jhikatia (Bishunganj)	239	0.0113	Dewrani Devi					SC
785	27+400-27+500	Jhikatia (Bishunganj)	239, 418, 416	0.0195	Jitu Lal					BPL
786	27+400-27+500	Jhikatia (Bishunganj)	239	0.0114	Shankar Sonar					NTH
787	27+500-27+600	Jhikatia (Bishunganj)	239, 418	0.0185	Ramdas Chaudhary					SC
788	27+500-27+600	Jhikatia (Bishunganj)	238	0.0093	Bindeshwari Devi					SC
789	27+500-27+600	Jhikatia (Bishunganj)	238	0.0094	Rinku Devi					SC
790	27+500-27+600	Jhikatia (Bishunganj)	237	0.0008	Chandardeep Yadav					BPL
791	27+500-27+600	Jhikatia (Bishunganj)	237	0.0008	Yogendra Yadav (Sunita Devi)					BPL
792	27+500-27+600	Jhikatia (Bishunganj)	237	0.0009	Jaiwird Yadav					BPL
793	27+500-27+600	Jhikatia (Bishunganj)	237	0.0009	Laxman Chaudhary					SC
794	27+600-27+700	Jhikatia (Bishunganj)	410	0.0130	Ayodhya Prasad					SC
795	27+600-27+700	Jhikatia (Bishunganj)	410	0.0130	Sp Yadav					WHH
796	27+600-27+700	Jhikatia (Bishunganj)	410	0.0131	Mahesh Chaudhary (Sakuntala Devi)					SC
797	27+600-27+700	Jhikatia (Bishunganj)	411, 414, 416	0.0291	Ramjeet Chaudhary					SC
798	27+600-27+700	Jhikatia (Bishunganj)	411, 417	0.0282	Raghuveer Prasad					

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
799	27+700-27+800	Jhikatia	414	0.0005	Bharosi Chaudhary					SC
800	27+800-27+900	Jhikatia	417	0.0006	Mohan Lal					WHH
801	27+800-27+900	Jhikatia	417	0.0007	Pargan Yadav					BPL
802	27+800-27+900	Jhikatia	417	0.0007	Ramrup Yadav (Abhay Kumar)					SC
803	27+800-27+900	Jhikatia	418	0.0071	Shiv Narayan Chaudhary (Karu Chaudhary)					SC
804	27+800-27+900	Jhikatia	238	0.0094	Arun Chaudhary	Temporary	Kiosk	2.16	TH	SC
805	28+100-28+200	Umga (Rachhol)	3348	0.0448	Saryu Chaudhary					SC
806	28+200-28+300	Umga (Rachhol)	3331	0.0066	Chandra Shekhar Singh (Vinay Singh)					NTH
807	28+200-28+300	Umga (Rachhol)	3331	0.0065	Shiv Kumari Devi					BPL
808	28+200-28+300	Umga (Rachhol)	3331	0.0065	Uday Singh (Priyanshu Kumar)					WHH
809	28+200-28+300	Umga (Rachhol)	3331	0.0065	Vinay Singh					BPL
810	28+200-28+300	Umga (Rachhol)	3331	0.0065	Manoj Singh					BPL
811	28+200-28+300	Umga (Rachhol)	3348	0.0448	Vijay Kumar Singh					BPL
812	28+200-28+300	Umga (Rachhol)	3348	0.0448	Sanjay Yadav (Dhananjay)					WHH
813	28+200-28+300	Umga (Rachhol)	3348	0.0448	Dharmdev Yadav					3
814	28+200-28+300	Umga (Rachhol)	3348	0.0448	Mithlesh Yadav					WHH
815	28+200-28+300	Umga (Rachhol)	3348	0.0448	Kailash Prasad					BPL
816	28+200-28+300	Umga (Rachhol)	3348	0.0448	Nilu Devi					WHH
817	28+200-28+300	Umga (Rachhol)	3348	0.0448	Sushma Devi					BPL
818	28+200-28+300	Umga (Rachhol)	3348	0.0448	Rajesh Prasad Gupta (Murari Prasad)					BPL
819	28+600-28+700	Umga (Rachhol)	10271	0.0033	Ram Chandra Yadav					
820	28+600-28+700	Umga (Rachhol)	10271	0.0034	Devnandan Yadav					BPL
821	28+600-28+700	Umga (Jalwand)	2778/10270	0.0043	Tetar Yadav					WHH
822	28+600-28+700	Umga (Jalwand)	2778/10269	0.0046	Rampukar Yadav					BPL
823	28+600-28+700	Umga (Jalwand)	2778/10269	0.0046	Bindeshwar Yadav (Rajeshwar Yadav)					WHH
824	28+600-28+700	Jalwand	205	0.0080	Motilal Bhuniya					SC
825	28+600-28+700	Jalwand	205	0.0080	Ajay Prasad					BPL
826	28+600-28+700	Jalwand	205	0.0080	Kait Yadav					WHH
827	28+700-28+800	Jalwand	205	0.0080	Baijnath Bhuiya					SC

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
828	28+800-28+900	Jalwand	208	0.0028	Karu Bhuiya					SC
829	28+800-28+900	Jalwand	208	0.0029	Chhotu Bhuiya					SC
830	28+800-28+900	Jalwand	58	0.0106	Upendra Yadav					SC
831	29+100-29+200	Jalwand	58	0.0105	Inadradev Yadav					SC
832	29+100-29+200	Jalwand	58	0.0105	Girja Devi					SC
833	29+100-29+200	Jalwand	58	0.0105	Saryu Yadav (Indradev Yadav)					WHH
834	29+200-29+300	Jalwand	56/317	0.0062	Rajballabh Singh					
835	29+200-29+300	Jalwand	56/317	0.0062	Kamla Kuwar					SC
836	29+200-29+300	Jalwand	56/317	0.0062	Maheswari Kuwar					SC
837	29+200-29+300	Jalwand	56/317	0.0062	Naina Kuwar					SC
838	29+200-29+300	Jalwand	56/317	0.0062	Kail Yadav					BPL
839	29+200-29+300	Jalwand	56/317	0.0062	Rajkumar Yadav (Sachin Kuwar)					BPL
840	29+300-29+400	Jalwand	56	0.0043	Kamta Singh					BPL
841	29+300-29+400	Jalwand	56	0.0043	Birendra Singh					WHH
842	29+300-29+400	Jalwand	56	0.0044	Satendra Singh					BPL
843	29+300-29+400	Jalwand	56	0.0044	Binod Kumar Singh					BPL
844	29+400-29+500	Umga (Purnadih)	2711, 2710	0.0117	Anuj Kumar Pathak					BPL
845	29+500-29+600	Umga (Purnadih)	2709	0.0022	Nageshwar Pathak (Paras Nitya Nand)					NTH
846	29+500-29+600	Umga (Purnadih)	8109	0.0121	Ashok Thakur (Bivam Sakti)					BPL
847	29+500-29+600	Umga (Purnadih)	8109	0.0121	Ganori Thakur					NTH
848	29+500-29+600	Umga (Purnadih)	8110	0.0646	Laxmi Jha					NTH
849	29+600-29+700	Umga (Purnadih)	2706	0.0315	Suresh Ram (Satnaraya Ram)					SC
850	29+600-29+700	Umga (Purnadih)	2705	0.0306	Prabhakar Pathak					
851	29+600-29+700	Umga (Purnadih)	2703	0.0151	Munni Singh					BPL
852	29+600-29+700	Umga (Purnadih)	2703	0.0151	Awadhesh Paswan					SC
853	29+600-29+700	Umga (Purnadih)	2703	0.0151	Mahesh Paswan					SC
854	29+600-29+700	Umga (Purnadih)	2703	0.0151	Yogendra Paswan					SC
855	29+600-29+700	Umga (Purnadih)	2703	0.0150	Raghunandan Paswan					SC
856	29+600-29+700	Umga (Purnadih)	2703	0.0150	Keswar Paswan					SC
857	29+600-29+700	Umga (Purnadih)	2703	0.0150	Basanti Kuwar					SC

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
858	29+600-29+700	Umga (Purnadih)	2703	0.0150	Ramvilash Paswan					SC
859	29+700-29+800	Umga (Purnadih)	2703	0.0150	Bindeswar Paswan (Rajnandn Paswan)					SC
860	30+000-30+100	Umga (Purnadih)	2652, 2699, 2578, 2581, 2580/10198	0.104	Manglanand Pathak	Permanent	Other Comm	4.2	TH	BPL
861	30+000-30+100	Umga (Purnadih)			Manglanand Pathak	Semi-Permanent	Other Comm	21.7	TH	WHH
862	30+000-30+100	Umga (Purnadih)	2652	0.0049	Sahendra Prasad					BPL
863	30+000-30+100	Umga (Purnadih)	2652	0.0049	Brajesh Kumar	Permanent	Shop	7.8	TH	
864	30+000-30+100	Umga (Purnadih)	2652, 2638	0.0118	Mithilesh Kumar Singh					WHH
865	30+000-30+100	Umga (Purnadih)	2652	0.0048	Krishna Prasad (Dharmendra Kumar)					BPL
866	30+000-30+100	Umga (Purnadih)	2652	0.0048	Supriti Devi (Brajesh Kumar)					BPL
867	30+000-30+100	Umga (Purnadih)	2652	0.0048	Lakhan Rikiyashan					SC
868	30+000-30+100	Umga (Purnadih)	2652	0.0048	Alakdev Prasad (Brajesh Kumar)					SC
869	30+000-30+100	Umga (Purnadih)	2647	0.0144	Arjun Rikiyashan					SC
870	30+200-30+300	Umga (Purnadih)	1994	0.0873	Bishwa Viajy Singh	Semi-Permanent	Shop	25.48	TH	BPL
871	30+700-30+800	Umga	1794	0.0038	Sharda Devi					WHH
872	30+700-30+800	Umga	1794	0.0037	Sharwan Singh					BPL
873	30+700-30+800	Umga	1794	0.0037	Pradip Singh (Bindeshwar Singh)					BPL
874	30+700-30+800	Umga	1794	0.0037	Arvind Singh (Pankaj Kumar)					3
875	30+800-30+900	Umga	1799	0.0058	Kamla Devi					WHH
876	30+800-30+900	Umga	1799	0.0058	Ramratan Yadav					3
877	30+800-30+900	Umga	1799	0.0058	Jitendra Prasad					3
878	30+800-30+900	Umga	1799	0.0058	Surya Dev Saw					SC
879	30+800-30+900	Umga	1822, 1713	0.0525	Satyadev Singh					
880	30+800-30+900	Umga	1800	0.0018	Suchit Singh Urf Sitaram Sigh					WHH
881	30+800-30+900	Umga	1800	0.0018	Sunil Singh					WHH
882	30+900-31+000	Umga			Sanjay Saw	Temporary	Eatery	9.8	Squatter	SC
883	30+900-31+000	Umga			Kamlesh Kumar	Temporary	Kiosk	1.26	Squatter	SC
884	31+200-31+300	Umga	1730	0.0206	Rajeshwar Ram					SC
885	31+200-31+300	Umga	1730	0.0206	Dinesh Ram					SC
886	31+200-31+300	Umga	1730	0.0206	Ajay Ram					SC

Sl. No.	Chainage	Village	Plot No.	Affected Area (Acre)	Name of the Owner	Construction Type	Usage of Structure	Affected Area (Sqm.)	Status of Structure	Vulnerability
887	31+200-31+300	Umga	1730	0.0206	Sanjay Ram (Karmi Devi)					SC
888	31+200-31+300	Umga	1730	0.0206	Sanjagni Devi					SC
889	31+200-31+300	Umga	1730	0.0206	Suresh Ram (Soni Devi)					SC
890	31+200-31+300	Umga	1730	0.0206	Raj Keswar Singh					BPL
891	31+400-31+500	Umga	1730	0.0206	Niranjan Kumar					SC
892	31+400-31+500	Umga	1730	0.0206	Urmila Devi (Sujit Kumar)					SC
893	31+400-31+500	Umga	1730	0.0206	Sujeet Kumar					SC
894	31+400-31+500	Umga	1730, 1722	0.0266	Bashist Singh					
895	31+500-31+600	Umga	1723	0.0195	Devendra Kumar Singh					BPL
896	31+500-31+600	Umga	1722	0.0059	Suresh Paswan					SC
897	31+600-31+700	Umga	1722	0.0059	Munni Devi					WHH
898	31+600-31+700	Umga	1722/10069	0.0026	Gora Saw					BPL
899	31+600-31+700	Umga	1722/10069	0.0025	Jitendra Yadav					BPL
900	31+600-31+700	Umga	1721	0.0023	Satish Kumar					BPL
901	31+600-31+700	Umga	1721, 1730	0.0229	Baikunth Singh					BPL
902	31+600-31+700	Umga	1730, 1750	0.0278	Rakesh Kumar Singh					BPL
903	31+700-31+800	Umga	1730, 1750	0.0278	Santosh Kumar Singh					BPL
904	32+000-32+100	Umga	1730	0.0206	Vinay Kumar Singh					WHH
905	32+200-32+300	Umga (Darji Bigha)			Md Tajmuddin	Temporary	Kiosk	2.6	Squatter	BPL
906	32+200-32+300	Umga (Darji Bigha)	1186	0.0262	Md Moinuddin					BPL
907	32+400-32+471	Umga (Darji Bigha)			Goush Akbar	Temporary	Kiosk	0.88	Squatter	

LIST OF DISPLACED PERSONS (TENANTS)

Sl. No.	Village	Name of the Owner	Name of the Occupier	Father's Name of Occupier	Type of Occupancy	Vulnerability
1	Ratti Khap	Vimal Parjapati	Parmod Kumar	Amrik Saw	Tenant	OBC
2	Ratti Khap	Vimal Parjapati	Prakash Kumar	Krishna Paswan	Tenant	SC
3	Ratti Khap	Vimal Parjapati	Sanjay Kumar	Late- Ramlakhan Mahto	Tenant	OBC
4	Ratti Khap	Vimal Parjapati	Amrik Saw	Late- Dhanoki Saw	Tenant	OBC
5	Suhi	Rajendra Yadav	Ghulame Mustafa	Late- Md Usman	Tenant	OBC
6	Israur (Chatti)	Md Yusuf	Manoj Parjapati		Tenant	SC
7	Israur (Chatti)	Ram Kumar Ram	Akbar Zakir	Md Hasi	Tenant	OBC
8	Israur (Chatti)	Ranjan Kumar	Sani Deola Thakur	Jay Prakash Thakur	Tenant	OBC
9	Israur (Chatti)	Krishna Chaudhry	Ramesh Kumar		Tenant	SC
10	Kathbar	Ramjanam Prasad	Subhash Kumar Kushwaha	Late- Yamuna Prasad Kushwaha	Tenant	OBC
11	Manka	Sambhu Lal Chaudhary	Bhola Mahto	Late Doman Mahto	Tenant	SC
12	Manka	Sambhu Lal Chaudhary	Nitish Kumar	Shyamdeo Prasad	Tenant	OBC
13	Manka	Sambhu Lal Chaudhary	Ramesh Kumar Pandey	Parasnath Pandey	Tenant	General
14	Manka	Ramsundar Saw	Ubhas Kumar Pandey	Parsh Pandey	Tenant	General
15	Manka	Ramsundar Saw	Indal Kumar Mahto	Krishna Mehto	Tenant	OBC
16	Manka	Ramsundar Saw	Santosh Pal	Late Vishnupat Pal	Tenant	OBC
17	Manka	Ramsundar Saw	Nagendra Prasad	Sahrai Saw	Tenant	OBC
18	Manka	Ramsundar Saw	Nikhil Kumar	Soharai Saw	Tenant	OBC
19	Niranjan Pur	Banarsi Lal	Chandrashekhar Saw	Sudarshan Saw	Tenant	OBC
20	Israur (Chatti)	Md Mushtak Rangsaj	Ranjan Kumar	Late- Upender Singh	Tenant	General
21	Israur (Chatti)	Vinay Thakur	Shubham Kumar	Binay Thakur	Tenant	OBC
22	Israur (Chatti)	Vinay Thakur	Manoj Kumar	Arjun Chaudhri	Tenant	OBC
23	Israur (Chatti)	Vinay Thakur	Dipak Kumar	Biran Prasad	Tenant	OBC
24	Mahuain	Ramsevak Yadav	Gorakhnath Kumar	Late Ramlakhan Mahto	Tenant	OBC
25	Mahuain	Dhananjay Kumar	Arun Kumar Singh	Late Viswanath Singh	Tenant	General

APPENDIX 3: LIST OF CPR

Sl. No.	Side	Chainage	Name of the Village	Name of the Owner	Distance from Center (mtr)	Construction Type	Use of Structure	Status of Structure
1	Right	12+700-12+750	Bishunpur	Bus Stop (Govt. Of Bihar)	7.6	Semi-Permanent	Community Center	Encroacher
2	Left	12+300-12+350	Bishunpur	Middle School,Jalalpur (Govt. Of Bihar)	4	Semi-Permanent	Community	Encroacher
3	Left	22+800-22+900	Mahuain	Middle School,Jalalpur (Govt. Of Bihar)	4	Semi-Permanent	Community	Squatter
4	Right	22+600-22+700	Mahuain	Temple	3.2	Semi-Permanent	Community	Squatter
5	Left	12+600-12+650	Bishunpur	Shiv Temple	4	Permanent	Temple	Encroacher
6	Left	15+100-15+200	Chandpur (Bambhuri)	Jama Masjid, Rajhat	4.5	Permanent	Temple	Squatter
7	Left	31+100-31+200	Umga	Jama Masjid, Rajhat	7.4	Semi-Permanent	Temple	Squatter
8	Right	9+800-9+850	Suhi	Eid Gah	7	Permanent	Temple	Squatter
9	Right	10+000-10+050	Suhi	Imambada Akbarpur	4.9	Permanent	Temple	Squatter
10	Right	11+850-11+900	Bishunpur	Temple	5.6	Semi-Permanent	Temple	Squatter
11	Right	12+200-12+250	Bishunpur	Primary School, Bakharipachrukhi (Govt. Of Bihar)	3	Semi-Permanent	Temple	Squatter
12	Right	29+300-29+400	Jalwand	Samuhik Gram (Temple)	5	Permanent	Temple	Squatter
13	Right	30+000-30+100	Umga (Purnadih)	Temple	4.4	Semi-Permanent	Temple	Squatter
14	Right	30+000-30+100	Umga (Purnadih)	Mandir Bhawan	3.6	Permanent	Temple	Encroacher
15	Left	12+200-12+250	Bishunpur	Durga Mandir ,Khaira	3.5	Semi-Permanent	Religious	Encroacher
16	Right	20+900-21+000	Peman	Durga Mandir	3.5	Semi-Permanent	Religious	Encroacher
17	Right	29+300-29+400	Jalwand	Pushtakalay Bhawan	4	Semi-Permanent	Religious	Squatter
18	Left	4+050-4+100	Dhongra	Pushtakalay Bhawan	6.9	Permanent	Govt Office	Squatter
19	Left	3+900-3+950	Dhongra	Himaytul Islam, Daniyar	5.1	Permanent	School	Squatter
20	Left	31+300-31+400	Umga	Urdu Prathmik Vidyalay, (Govt. Of Bihar)	7.5	Permanent	School	Encroacher
21	Right	22+800-22+900	Mahuain	Shiv Temple	6.5	Permanent	School	Encroacher
22	Left	9+950-10+000	Suhi	Utkarmitmabh Madh Vidyalay, Koriauna (Govt. Of Bihar)	4.6	Permanent	Bus Stop	Squatter
23	Left	25+400-25+500	Nima Anjan	Utkarmitmabh Madh Vidyalay, Koriauna (Govt. Of Bihar)	6.7	Permanent	Bus Stop	Squatter
24	Right	18+400-18+500	Deo (Harkitan Bigha)	Shekh Sahab (Temple)	5	Permanent	Bus Stop	Squatter
25	Left	30+900-31+000	Umga	Nal Jal Tank (Govt. Of Bihar)	4.8	Permanent	Government	Encroacher
26	Left	30+900-31+000	Umga	Hanuman Mandir	5.4	Permanent	Government	Encroacher
27	Left	30+900-31+000	Umga	Sahu Samaj Samudaik Bhawan	5	Permanent	Government	Encroacher
28	Left	30+900-31+000	Umga	Sarswati Bhawan ,Mandir	7	Permanent	Government	Encroacher
29	Left	15+100-15+200	Chandpur (Bambhuri)	Iamambara	4.5	Semi-Permanent	Government	Squatter

Sl. No.	Side	Chainage	Name of the Village	Name of the Owner	Distance from Center (mtr)	Construction Type	Use of Structure	Status of Structure
30	Left	32+200-32+300	Umga (Darji Bigha)	Durga) Temple	3.7	Semi-Permanent	Government	Encroacher
31	Left	32+300-32+400	Umga (Darji Bigha)	Hanuman Mandir (Madhopur)	3.5	Semi-Permanent	Government	Squatter
32	Right	22+800-22+900	Mahuain	Samudayik Bhawan, Govindpur	7	Semi-Permanent	Government	Encroacher
33	Right	22+800-22+900	Mahuain	Libarary (Govt. Of Bihar))	7	Permanent	Government	Encroacher
34	Right	27+000-27+100	Jhikatia (Bishunganj)	Govt Of Bihar	5	Permanent	Government	Squatter
35	Left	27+800-27+900	Jhikatia	Temple	5	Semi-Permanent	Government	Squatter

APPENDIX4: FINDINGS OF CONSULTATIONS

Chainage	Village	Type of village	Tehasil/ Block	District	GPS Coordinates Longitude/Latitude	Date of Consultation	Number of Participants (Male/Female)
12+300-12+400	Bishunpur	Rural	Deo	Aurangabad	Longitude: N24°38'34" Latitude: E 84°24'03"	13/01/22	18/03
16+200 - 16 +300	Chandpur	Rural	Deo	Aurangabad	Longitude: N24°38'46" Latitude: E 84°25'55"	14/01/22	11/00
23+500-23+600	Manka	Rural	Madanpur	Aurangabad	Longitude: N24°39'15" Latitude: E 84°29'57"	13/01/22	35/00
Total	3 Consultation Meetings						64/03

Village	General perception about the project and the awareness about the proposed project.	Support of local people for the proposed project.	Any critical issue or concern by the local people regarding the project ?	Any specific measure you would like to see considered during project design, construction and operation stage ?
Bishunpur	Positive perception about the proposed project	Local people are in support of the proposed project.	No	Yes, people will like to see speed breaker, Drainage and street light in the village area road.
Chandpur	People are aware and general perception is that the project should implement as soon as possible.	Yes, local people are in the support for the proposed project.	No, not any.	There Should be Yatri Shed and Plantation both side the Proposed Road.
Manka	General Perception is Positive, Public are aware about this project.	Yes, local people are in the support for the proposed project.	No	Yes, there should be divider and speed breaker on the proposed road. Drainage should be on both side of the road.

Village	Do you have any problem with the existing road?	In your opinion If the road has to be expanded, which side should the expansion take place and why?	What is the Mode of Transport?	How much time you spend for reaching to District HQ?
Bishunpur	Yes. Existing Road is in Poor condition.	According to design expand both the Side.	Bus , Truck, Auto , Pick up and Private Vehicle.	1.35 minutes to reach District HQ.
Chandpur	Yes, existing Road is too Narrow due to Which jam occur generally.	Both side of the existing road equally.	Bus, Auto, and Private Vehicle	It takes approx 1 hour to to reach District HQ.
Manka	Existing road has too narrow traffic are regularly jam.	According to design expand both the Side.	Auto,Bike and private Vehicle	It takes approx 1 hour to to reach District HQ.

Village	How is the Frequency of Public Transport?	Do you sell your agricultural product in the market? If yes, How do you transport them?	Is the proposed project going to reduce accidents and provide better traffic system?	Is it commercially developed area?	Is it an industrial area ?
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Bishunpur	The frequency of public transport is approx 1 hour .	Yes, through the tractor.	Yes, vehicle will be pass easily, so it will reduce chances of accident.	No	No
Chandpur	The frequency of public transport is approx Between 20 -30 Minutes	Yes, Through Tractor and Truck.	Definately it may reduce accident.	No	No
Manka	Between 15-20 Minutes.	Yes, through Tractor .	Yes ,It may reduce accident	No	No

Village	What are the economic activities? Land use, cropping pattern (Seasonal), type of crops etc.?	Current rates for the land per acre	Main source of drinking water	Is there shortage of water for human consumption?
Bishunpur	Economic activities are Agriculture, Labour. Most of land is use for agriculture purpose.Type of crops are Paddy, Wheat ,Mustard, Tori, Onion and potato.	4000000/ acre	Hand pump and Supply water	No
Chandpur	Agriculture, Business and Service. 2 Seasonal Crops:Paddy, Wheat, mustard,Vegetables etc.	60000000/acre	Supply water and Hand Pump.	Yes, in Summer time there is Shortage of water.
Manka	Agriculture, Business and LabourAgriculture, Business and Labour. 2 Seasonal Crops:Paddy, Wheat, mustard, Pea, Gram etc.	50000000/acre	Hand pump and Supply water	No

Village	Is there any loss of residential/commercial structures due to the project?	Is there any Loss of community life like Market places or community activities to be effected?	Resettlement and Land acquisition (if foreseen due to expansion of road) Has there been land acquisition before?	Availability of Hospitals and over all environment condition. Is there any chronic disease prevalent in this area and are you aware about HIV/AIDS and STD?
Bishunpur	Yes, there loss of residential structure due to the project.	No	No, there had not been any land acquisition before.	No
Chandpur	Yes, there has loss of few residential/commercial structure due to the project.	No	No, there had not been any land acquisition before.	No, there has not any chronic diseas in our area.
Manka	Commercial structure are loss due to this project.	No	No, there had not been any land acquisition before.	No not any Chronic Disease has available in this area

Village	What are the challenges facing due to Covid -19 in the area?	Poverty Level: Is the area poor or very poor or well off?	Education Status: Literate, illiterate etc	Employment Status: Percentage of employment/ unemployment	Migration pattern (If any), inward or outward
Bishunpur	Lack of foods, medicine and grocery products.	Proverty level is Very Poor.	60% people are literate and 40% are Illiterate.	30 % are Employed and 70 % are Unemployed	Yes, toward Inward.
Chandpur	Lack of Employment and medical facility.	Proverty level is Poor.	Approx 75 % are Literate and 25 @ are Illiterate	70 % are Employed and 30% are Unemployed.	No
Manka	Lack of foods, medicine and grocery products.	Proverty level is Poor.	Approx 60 % are Literate and 40 % are Illiterate	75% are Employed and 25% are Unemployed	Yes, toward outward.

Village	If the widening of the road necessitates dislocation, where would you like to be relocated ?	What is the possibility of shifting the religious structure(s) if any? And where to relocate?	Preferred option for compensation (Cash or kind)	Perceived benefits from the project
Bishunpur	If the widening of the road dislocation we will relocated to some other place.	Yes it may be Possible.	Cash Compensation.	Easy to reach hospital , college and other destination. Business and employment opportunity will increase.
Chandpur	They would relocate to back side.	Yes it may be Possible.	First preference Cash Compensation	Employment opportunity will Increase. Business will increase. Area will be develop.
Manka	They will relocate to other place.	Yes, it may be possible to shift the religious structure.	Cash Compensation.	Business and employment opportunity will increase

Village	Perceived Losses from the project	what are the organizations like NGOs/CBOs active in the area?	Is this consultation useful? How?	Likely involvement of local people in the implementation of the project?	What is the tourism potential in the area?	Any other Issues
Bishunpur	Loss of Land and Residential Structure.	No, there are not any organization like (NGOs/CBOs/Civil society) active in the area.	Yes,came to know more about the proposed project	Yes, local people will involve in the implementation of the project as required.	No.	There should be Yatri Shed and street Light on the Proposed project.
Chandpur	Loss of Agriculture Land.	No, there are not any organization like (NGOs/CBOs/Civil society) active in the area.	Yes, this consultation is useful, due to this people are able to understand many things.	Yes, local people will like to involve in the implementation of the project as worker.	Yes,Sun Temple and Patal Ganga is the old Temple of this area.	There should be Yatri Shed and street Light on the Proposed Road.
Manka	Loss of structure and agriculture land.	No, there are not any organization like (NGOs/CBOs/Civil society) active in the area.	Yes,came to know more about the proposed project	Yes, local people will like to involve in the implementation of the project as worker	No.	There may be community center be develop for Villagers.

APPENDIX 5: PHOTOGRAPHS AND LIST OF PARTICIPANTS IN FGD

	
Consultation at Bishnupur Village	
	
Consultation at Chandpur Villages	
	
Consultation at Manka Vilages	

Vill - Bishunpur

Bihar State Highway Project-3 (Phase-2)

4. List of Participants

S.L.	Name	Profession	Age	Sex	Signature
1	SAROT KUMAR	LABOUR	50	M	सरोज कुमार
2	SURENDER RAM	LABOUR	40	M	सुरेन्द्र राम
3	SATENDER KUMAR	LABOUR	38	M	सत्येंद्र कुमार
4	VINOD KUMAR	FARMER	50	M	विनोद कुमार
5	MOHAMMAD TAJKIR	LABOUR	35	M	मोहम्मद तैकीर खान
6	SHANKAR KUMAR	FARMER	44	M	शंकर कुमार
7	GANESH BHUYA	LABOUR	30	M	गणेश भुइया
8	SHABAZ ALAM	TEACHER	30	M	शहबाज आलम
9	JAI PRAKASH BAIDH	LABOUR	37	M	जयप्रकाश बैद
10	MEHBOOB ALAM	LABOUR	52	M	मेहबूब अलम
11	PARWEEN KUMAR	LABOUR	30	M	परवीण कुमार
12	MUSTAFA KAMAL	OLD	70	M	मुस्तफा कामल
13	MD SIRAJUDDIN	LABOUR	32	M	मोहम्मद सिराजुद्दीन
14	MD ASLAM ALAM	LABOUR	40	M	Mod Aslam Alam
15	MAHENDER KUMAR	SOCIAL WORKER	42	M	महेंद्र कुमार
16	RANCHANDER RAM	LABOUR	65	M	रामचन्द्र राम
17	BIGHNI DEVI	LABOUR	40	F	बिघनी देवी
18	ANITA DEVI	LABOUR	37	F	अनिता देवी
19	ASHA DEVI	LABOUR	28	F	आशा देवी
20	NARMADESH	LABOUR	50	M	नर्मदेश भुइया
21	RAMESH CHANDAR RAVI	JUNIOR ENG	33	M	Ramesh

Vill- Chandpur

Bihar State Highway Project-3 (Phase-2)

4. List of Participants

S.L.	Name	Profession	Age	Sex	Signature
1	Bipin Kumar	Business	30	M	Bipin Kumar
2	Sanjay Pandey	Farmer	58	M	Sanjay Pandey
3	Rupesh Kumar	Farmer	47	M	Rupesh
4	Yogendra Kumar Chaudhary	Farmer	39	M	Yogendra Kumar Chaudhary
5	Sunil Kumar Singh	Farmer	52	M	Sunil Kumar Singh
6	Abhyanand Kumar	Farmer	37	M	Abhyanand Kumar
7	Ram Anugrah Chaudhary	Farmer	67	M	Ram Anugrah Chaudhary
8	Amit Kumar	Farmer	35	M	Amit Kumar
9	Ramdhyan Pandey	Farmer	32	M	Ramdhyan Pandey
10	Sridhyan Pandey	Social Worker	36	M	Sridhyan Pandey
11	Surendra Kumar Singh	Farmer	45	M	Surendra Kumar Singh
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					

Vill - Manka

Bihar State Highway Project-3 (Phase-2)

4. List of Participants

S.L.	Name	Profession	Age	Sex	Signature
1	Bajulal	Business	38	m	बाजुलाल
2	Vijay Lal	unemployment	52	m	विजयलाल
3	Suresh Thakur	labour	68	m	सुरेश ठाकुर
4	Birendera pasad	Farmer	45	m	बिरेन्द्र पासद
5	Vinod pasad	Farmer	41	m	विनोद पासद
6	Arun shaw	Farmer	55	m	अरुण शर्मा
7	Mithlesh singh	Farmer	54	m	मिथलेश सिंह
8	Suendera pasad	Retired	63	m	सुन्दर पासद
9	Bazrang pasad	Private job	62	m	बाजुरंग पासद
10	mithlesh Lal	labour	28	m	मिथलेश लाल
11	Mahendra choudhary	business	39	m	महेंद्र चौधरी
12	Suryadeo Singh	Retired	80	m	सुर्यदेव सिंह
13	Rajesh Lal	Business	45	m	राजेश लाल
14	Rajesh Pandey	Business	50	m	राजेश पाण्डेय
15	Sambhu Choudhary	Farmer	58	m	संभु चौधरी
16	Talkeshwar choudhary	Old	54	m	तारकेश्वर चौधरी
17	Rambunder Shaw	Business	61	m	रामबुन्दर शर्मा
18	Parbhat Choudhary	Business	24	m	परभत चौधरी
19	Chandadip singh	business	47	m	चन्ददीप सिंह
20	Jagnath pasad	Farmer	55	m	जगन्नाथ पासद
21	Shiv nandan Thakur	Farmer	68	m	शिवनन्दन ठाकुर

Vill- Manka

Bihar State Highway Project-3 (Phase-2)

S.L.	Name	Profession	Age	Sex	Signature
22	Subodh Lal	business	48	M	सुबोध लाल
23	Balkeshwar Choudhary	labour	47	M	बालकेश्वर चौधरी
24	Loknath Ram	farmer	35	M	लोकनाथ राम
25	Akhil Kumar	labour	36	M	अखिल कुमार
26	Keishna Singh	farmer	60	M	कैशना सिंह
27	Basant Lal	labour	35	M	बसंत लाल
28	Jaykishor Pandey	farmer	75	M	जयकिशोर पांडे
29	Amresh Lal	labour	35	M	अमरेश लाल
30	Vijay Kumar Ravi	farmer	55	M	विजय कुमार राव
31	Arvind Ram	farmer	65	M	अरविंद राम
32	Manoj Kumar Singh	farmer	46	M	मनोज कुमार सिंह
33	Novel Kishor Pandey	farmer	55	M	नवल किशोर पांडे
34	Krishna Kumar Pandey	gov job	63	M	कृष्ण कुमार पांडे
35	Shivkeshwar Bori	old	70	M	शिवकेश्वर बोरी

APPENDIX 6: TOR FOR THE RP IMPLEMENTING AGENCY FOR SH-101

A. Project Background

1. The Bihar State Road Development Corporation Limited (BSRDCL), Government of Bihar is presently implementing Bihar State Highways (BSHP) Project under Asian Development Bank (ADB) assistance to strengthen and rehabilitate the deteriorated state roads and upgrade some newly declared state roads to provide reliable road transport services in the state. BSRDCL is planning for Upgradation of SH-101 (32.471 km) into 2-lane road in Aurangabad District and requested ADB for financing under project loan modality.

2. This RP for two-lane SH-101 project is prepared based on the detailed design report prepared by BSRDC. As per the RP total private land to be acquired is 23.87 acre and total number of structures affected is about 241, number of households affected is about 914 and number of CPRs is about 35. The RP complies with the applicable State Government, Government of India and ADB policy and legal framework. This project is considered as Category-A²⁶ as per as Involuntary Resettlement (IR) is concerned. BSRDC is implementing the project and an RP implementing agency is required to implement the Resettlement Plan prepared for the project.

3. The RP implementing agency shall be responsible for assisting BSRDCL in implementing resettlement activities for the two-lane SH-101 project. The proposed road traverses along 32 villages of Aurangabad districts.

4. The project construction would necessitate clearance of road and displacement and loss of assets, livelihood and community property resources. The displaced households include titleholders losing land and structures and non-titleholders losing assets.

5. The overall implementation period for this assignment is 36 months from the commencement of contract.

B. Objectives of the Assignment

6. The RP implementing agency shall be responsible for assisting BSRDC in facilitating and Resettlement Plan (RP) implementation and assistance in getting the Government land transferred in name of BSRDC in an efficient and transparent manner for the project road. The implementation shall follow The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 and the ADB's Safeguard Policy Statement 2009.

7. The overall tasks of the RP implementing agency are to:

- (i) Coordinate the entire process from start to finish for disseminating assistance to relevant DPs;
- (ii) Coordinate with, and provide support, where needed, to Revenue officials and other relevant line agencies in expediting the land acquisition and resettlement process;
- (iii) Implement livelihood and income restoration program;
- (iv) Disseminate project information to DPs in an ongoing manner;
- (v) Assist the DPs in redressing their grievances (through the grievance redress committee set up for the project);
- (vi) Conduct awareness program for HIV/AIDs, health and hygiene, and human trafficking in affected villages;
- (vii) Conduct awareness on Road Safety aspect and train the stakeholders with regard to road safety as required/directed by the Project Management and Authority Engineer of the Project.

²⁶ According to ADB Safeguard Policy Statement (SPS-2009), Involuntary Resettlement Category A: Significant means 200 or more affected people will experience major impacts, which are defined as (i) being physically displaced from housing, or (ii) losing 10% or more of their productive assets (income generating). Involuntary Resettlement Category B: Not Significant include involuntary resettlement impacts that are not deemed significant as per the ADB Operational manual Involuntary Resettlement Category C: No involuntary resettlement impacts. A resettlement plan is required in case of both category A and B project.

- (viii) Collect data and submit progress reports on a monthly and quarterly basis for BSRDC to monitor the progress of RP implementation; and
- (ix) Any other tasks as assigned by BSRDC.

C. Scope of Work

8. The principal responsibilities of the RP implementing agency will include, but not limited to the following:

1. Administrative Responsibilities of the RP implementing agency

9. The RP implementing agency will work under the direction of the Deputy General Manager (Tech.)/ Project Resettlement Officer or any person authorized by the him. RP implementing agency shall assist BSRDC in carrying out the implementation of the RP for the project road.

10. The RP implementing agency shall assist BSRDC in conducting all public meetings, information campaigns at the commencement and during implementation the road safety information as per the direction of Road safety Expert of Project Management and Authority Engineer of the project and give full information to the affected villages. This includes translating the summarized RP into local language in a form of a Project Information Brochure for disclosure and dissemination to DPs.

11. The RP implementing agency shall submit monthly and quarterly progress report to BSRDC. The report should cover implementation issues, grievances and summary of consultations

12. The RP implementing agency shall assist BSRDC in convening the GRC and keep the records of GRC at PIU and State level.

13. Assist BSRDC in the management of the database of the DPs, and at the end of the assignment, ensure proper handover of all data and information to BSRDC.

2. Responsibilities for Implementation of the RP

26. The agency shall verify the information already contained in the RP and the individual losses of the relevant DPs. They should validate the data provided in the RP and make suitable changes if required and wherever changes are made it should be supported by documentary evidence. The RP implementing agency shall establish rapport with all DPs, consult and provide information to them about the respective entitlements as proposed under the RP, and distribute entitlement cum Identity Cards to the eligible DPs. The identity card should include a photograph of the DP, the extent of loss suffered due to the project, and the choice of the DP with regard to the mode of compensation and assistance.

27. The RP implementing agency shall develop rapport between the DPs and the Project Authority. This will be achieved through regular meetings with both the PIU and the DPs. Meetings with the PIU will be held at least fortnightly, and meetings with the DPs will be held monthly, during the entire duration of the assignment. All meetings and decisions taken shall be documented by the RP implementing agency.

28. The RP implementing agency shall display the list of eligible DPs in prominent public places like villages, Panchayat Offices, Block/Tehsil headquarters, and the District Headquarters.

29. During the verification of the eligible DPs, the RP implementing agency shall ensure that each of the DPs are contacted and consulted either in groups or individually. The agency shall specially ensure consultation with women from the DP families especially women headed households.

30. Participatory methods should be adopted in assessing the needs of the DPs, especially with regard to the vulnerable groups of DPs. The methods of contact may include village level meetings, gender participation through group's interactions, and Individual meetings and interactions.

31. The RP implementing agency shall explain to the DPs the provisions of the policy and the entitlements under the RP. This shall include communication to the roadside squatters and encroachers about the need for their eviction, the timeframe for their removal and their entitlements.

32. The RP implementing agency shall disseminate information to the DPs on the possible consequences of the project on the communities' livelihood systems and the options available, so that they do not remain ignorant.

33. In all of these, the RP implementing agency shall consider women as a special focus group, and deal with them with care and sympathy.

34. The RP implementing agency shall assist the project authorities in ensuring a smooth transition (during the part or full relocation of the DPs), helping the DPs to take salvaged materials and shift. In close consultation with the DPs, the RP implementing agency shall inform PIU about the shifting dates agreed with the DPs in writing and the arrangements desired by the DPs with respect to their entitlements.

35. The RP implementing agency shall assist the DPs in opening bank accounts explaining the implications, the rules and the obligations of a bank account and how s/he can access the resources s/he is entitled to. The RP implementing agency shall recommend methods of disbursement for assistance to BSRDC for approval. The disbursement method should be transparent, efficient and meets government audit requirements.

36. The RP implementing agency shall prepare a micro plan based on its verification and socio-economic survey and implement the livelihood restoration program for those DPs who qualify for the same. The RP implementing agency shall coordinate with relevant organization or mobilize its own short-term experts in carrying out the training activities.

37. The RP implementing agency shall ensure proper utilisation of the R&R budget available for the subproject. The RP implementing agency shall counsel the DPs in finding suitable economic investment options and help them in regaining the losses of land and other productive assets.

38. Accompanying and Representing the DPs at the Grievance Committee Meetings

39. The RP implementing agency shall nominate a suitable person (from the staff of the RP implementing agency) to be a member of the GRCs. The RP implementing agency shall make the DPs aware of the existence of grievance redressal committees (GRCs).

40. The RP implementing agency shall help the DPs in filling the grievance application and also in clearing their doubts about the procedure as well as the context of the GRC award.

41. RP implementing agency/It shall submit a draft resolution with respect to the particular grievance of the DP, suggesting multiple solutions, if possible, and deliberate on the same in the GRC meeting through the RP implementing agency representative in the GRC.

42. To accompany the DPs to the GRC meeting on the decided date, help the DP to express his/her grievance in a formal manner if requested by the GRC and again inform the DPs of the decisions taken by the GRC within 3 days of receiving a decision from the GRC.

3. Carry out Public Consultation

43. In addition to counseling and providing information to DPs, the RP implementing agency will carry out periodic and ongoing consultation with DPs and other stakeholders.

44. Assisting the PIU with the Project's Social Responsibilities

45. The RP implementing agency shall assist the BSRDC to implement Road safety awareness, HIV/AIDS awareness measures, basic health and hygiene and trafficking. The RP implementing agency shall coordinate with Project Management and Authority Engineer and relevant organization or mobilize its own short-term experts in carrying out the activities.

4. Monitoring and Reporting

46. The RP implementing agency involved in the implementation of the RP will be required to supply all information, documents to the external monitor.

D. Documentation and Reporting by RP Implementation Agency

47. The RP implementing agency shall submit all of the following reports, brochures and outputs in a format approved by BSRDC.

- (i) **Inception Report.** To be submitted within two weeks of mobilization which includes work plan for the whole contract period, staffing and personnel deployment plan, and a withdrawal plan at the end of the period of contract.
- (ii) **Project Information Brochure.** Summarize the RP, translate summary and produce Project Information Brochure in local language within 1 month of mobilization. For distribution to all affected households.
- (iii) **Micro plans for relevant Non-titleholders.** Includes issuance of ID cards and other documents. To be completed at an agreed time with BSRDC.
- (iv) **Monthly Progress Reports.** To be submitted to BSRDC at the end of each month. Shall include weekly progress and work charts as against the scheduled timeframe of RP implementation.
- (v) **Quarterly Progress Reports.** To be submitted to BSRDC at the end of each quarter. Shall include progress on implementation, livelihood restoration program, GRC, HIV/AIDS awareness program, issues and challenges, and etc.
- (vi) **Completion Report** at the end of the contract period summarizing the actions taken during the project, the methods and personnel used to carry out the assignment, and a summary of support/assistance given to the DPs.
- (vii) All other reports/documentation as described in these terms of reference.
- (viii) Record minutes of all meetings.

E. Staffing Schedule

48. The table below details the required staffing structure for the assignment. Key personnel will be evaluated during the proposal evaluation stage. The RP implementing agency is required to submit CVs for the key personnel positions. Non-key personnel will not be evaluated during proposal stage. At least one woman should be included as Field Support Staff.

1. Required Experts

No.	Particulars	No. Positions	Estimated Person-months
Key Personnel			
1.	Team Leader	1	18 (intermittent over 36 months)
2.	Key Professional (A) R&R Expert	2 (one for each revenue district)	24 (intermittent over 36 months)
3.	Key Professional (B) Civil Engineer	2 (one for each revenue district)	6 (intermittent over 36 months)
4.	Key Professional (C) Social Development Expert	2 (one for each revenue district)	24 (intermittent over 36 months)
5.	Key Professional (D) Land Acquisition Expert	2 (one for each revenue district)	18 (intermittent over 36 months)
Non-key Personnel			
6.	Field Support Staff	4 (two for each revenue district)	24 (intermittent over 36 months)
7.	MIS Expert	1	24 (intermittent over 36 months)
8.	Support Staff Amin, Chain-man and field staff	6 (one each for each revenue district)	12 (intermittent over 36 months)
Total		20	354

49. All staff should be mobilized within 3 days of notice from the project resettlement officer.

2. Key Indicative Tasks per Position

50. The position-based tasks specified for each of the positions is mentioned below. The tasks are indicative and the RP implementing agency needs to propose its own working arrangement as a team based on the overall requirements in the TOR.

No.	Particulars	
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No.	Particulars	
1	Team Leader	Provide overall technical and operational management of RP implementing agency team. Act as main counterpart when communicating with BSRDC and relevant government agencies. Draft work plan and ensure work plan is followed. Ensure deliverables and activities are completed in a timely and transparent fashion. Review documentation and reports to verify accuracy.
2	Key Professional (A) R&R Expert	Responsible for assigned section of alignment Provide guidance to Field Staff and verify information collected. Ensure deliverables and activities are completed in a timely and transparent fashion. Provide support to Grievance Redressal Mechanism
3	Key Professional (B) Civil Engineer	Responsible for assigned section of alignment. Valuation of assets of DPs. Responsible collecting field level information. Undertake continued information disclosure and consultation.
4.	Key Professional (C) Social Development Expert	Responsible for community development and community awareness related assignment. Road Safety and Highway users psychology understanding. Responsible collecting field level information. Undertake continued information disclosure and consultation.
5.	Key Professional (D) Land Acquisition Expert	Responsible for land acquisition related matter and co-ordination with revenue department of the district. Preparation of compensation with LA office and facilitating distribution of compensation. Preparation/distribution of assistance amount.
6.	Field Support Staff	Responsible for working on field with DPs.
6.	MIS Officer	Perform all computer/database related needs for the assignment.

3. Qualification & Experience

51. Qualification and experience requirements for experts are listed below.

Staff	Qualification & Experience
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Staff	Qualification & Experience
Team Leader	<ul style="list-style-type: none"> Minimum: Post graduate degree in social science or Sociology/ Economics/ Master in Social Work/ Masters in Rural Development, Bachelors of law shall be added qualification 10 years of minimum professional experience in R&R implementation. 5 years of minimum relevant experience with 3 (three) linear project experience in implementing land acquisition and resettlement and rehabilitation activities. Previous experience in project funded by external donors. Good understanding of land acquisition process and The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013
Key Professional (A) R&R Expert	<ul style="list-style-type: none"> Minimum: Bachelor's degree in Social Science (Sociology/Social work/Anthropology/Geography/Economics). Post graduate degree in social science is preferred 10 years of minimum professional experience 5 years of minimum relevant experience in at least 3 linear project implementing land acquisition and resettlement and rehabilitation activities. Previous experience in project funded by external donors strongly preferred. Good understanding of land acquisition process and The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. Proficient in local language preferred.
Key Professional (B) Civil Engineer	<ul style="list-style-type: none"> Minimum: Bachelor's degree in Civil Engineering. 3 years of minimum professional experience with experience in valuation of land asset/building, preparation of estimate. Knowledge of LA act is essential particularly the estimate preparation. Previous experience in working rural communities required. Proficiency in local language is required.
Key Professional (C) Social Development Expert	<ul style="list-style-type: none"> Minimum: Bachelor's degree in Social Science (Sociology/Social work/Anthropology/Geography/Economics). Post graduate degree in social science is preferred 10 years of minimum professional experience. 5 years of minimum relevant experience in at least 3 linear project in community development and community awareness projects. Previous experience in project funded by external donors strongly preferred. Good understanding of land acquisition process and The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. Proficient in local language preferred.
Key Professional (D) Land Acquisition Expert	<ul style="list-style-type: none"> Land Acquisition Expert Should be at least a graduate. S/he should have about 15 years of working experience in the field of land measurement, land records, and, acquisition of land. Should have worked for about 5 years in R&R or rural development projects. S/he should have experience of participatory management. Knowledge of local language is a necessary qualification.
Field Support Staff	<ul style="list-style-type: none"> The field support professionals should be graduate or equivalent in social sciences. Knowledge of local language and experience of working in the region is essential.
MIS Officer	<ul style="list-style-type: none"> Minimum: Bachelor's degree in computer application or related fields. 3 years of minimum professional experience Proficient in operating computer and Microsoft Word, and Excel. Ability to design and manage database. Proficient in English and local language.

4. Condition of Services

52. The RP implementing agency shall ensure that the RP is implemented in an effective and proper manner. The prime responsibility of the RP implementing agency shall be to ensure that each and every eligible DP receives appropriate and due entitlement (within the Entitlement Framework) and that, at the end of the project R&R services, the eligible DPs have improved (or at least restored) their previous standard of living. Additionally, the RP implementing agency shall help the BSRDC in all other matters deemed to be required to implement the RP in its spirit and entirely including activities involving some financial implications.

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

5. Data, Services and Facilities to be provided by BSRDC

54. The BSRDC will provide to the RP implementing agency the copies of all relevant documents required for the agency to undertake its work. Documents will include the DPs' Census, the RP, and technical drawings. The BSRDC will assist the RP implementing agency in collaborating with the Supervision Consultants. All facilities required in the performance of the assignment, including office

space, office stationery, transportation and accommodation for staff of the RP implementing agency, etc., shall be arranged by the RP implementing agency.

6. Payment Schedule:

55. The following payment milestone is proposed for making the payment to the RP implementing agency. The payment will be made subject to the submission of a certificate from the BSRDC that the targets have been achieved in a satisfactory manner.

Sl. No.	Indicative Payment Milestone	Payment (% of contract Value)
1	On submission and approval of the inception Report complete in all respects	10%
2	On completion of the identification, verification of DPs and initial consultation sessions, and submission of updated data on DPs (Identification and Verification report) and review of the same by the BSRDC.	10%
3	Demarcation of ROW,	5%
4.	On submission and approval of first 30% of the Micro Plans of DPs	5%
5.	Publication of Declaration and Summary of R&R up to Section 19 of LA Act,	5%
8.	Preparation of Compensation sheet and Declaration Award up to Section 22 & 23 of LAAct	5%
9.	On submission and approval of second 30% of the Micro Plans of DPs	5%
9.	On submission and approval of final 40% of the Micro Plans of DPs	5%
7	On completion of distribution of compensation amount to DPs.	20%
8	On completion of the rehabilitation process and implementation of Livelihood and Income Restoration Program, Road Safety Awareness and HIV/AIDs, health and hygiene, and human trafficking in affected villages.	10%
9	On submission of the Final Completion Report	10%
10	On approval of the Final Completion Report	10%
	Total	100%

56. For livelihood restoration Road Safety awareness and HIV/AIDS awareness component, BSRDC will provide additional funding specific for those activities. RP implementing agency will submit cost proposal to BSRDC for approval prior to implementation of specific component. RP implementing agency will be reimbursed based on actual costs.

57. The above remuneration includes all costs related to carrying out the services, including overhead. The service tax or any other tax component shall be reimbursed/ paid to agency on production of documents. The insurance cost will be separate of the total project cost; the client shall be billed for this.

APPENDIX 7: TOR EXTERNAL MONITORING AGENCY/EXPERT FOR SH-101

A. Introduction

1. The Bihar State Road Development Corporation Limited (BSRDCL), Government of Bihar is presently implementing Bihar State Highways (BSHP) Project under Asian Development Bank (ADB) assistance to strengthen and rehabilitate the deteriorated state roads and upgrade some newly declared state roads to provide reliable road transport services in the state. BSRDCL is planning for upgradation of SH-101 (32.471 km) into two-lane road and requested ADB for financing under project loan modality.

2. This RP for two-lane road project is prepared based on the detailed design report prepared by BSRDC. The RP complies with the applicable State Government, Government of India and ADB policy and legal framework. This project is considered as Category-A²⁷ as per as Involuntary Resettlement (IR) is concerned. BSRDC require an independent consultant for external monitoring and reporting of RP implementation for the project.

B. Objectives and Requirements of Monitoring and Evaluation

3. The objectives of monitoring and evaluation are to assess whether the RP is implemented on schedule and within budget and whether the goals and principles of the RP are achieved. Specifically, monitoring and evaluation will focus on the following aspects of the DPs' situation and the resettlement process.

- Social and economic situation prior to and after resettlement;
- Timely disbursement of funds;
- Functioning of the grievance redress mechanism
- Environmental conditions;
- Social adaptability after resettlement;
- Rehabilitation of vulnerable groups
- Special items related to the vulnerable groups;
- Condition and quality of land temporarily acquired when it is returned to the original land users;
- Measures taken to restore affected livelihoods; and,
- Living conditions and economic status of DPs following resettlement in comparison to the "without project" scenario.

4. Monitoring and evaluation will include (i) the verification or establishment of a socio-economic baseline of the DPs prior to actual land acquisition, physical displacement/relocation, loss of assets or disruption of businesses (as relevant); (ii) verification of internal monitoring data and reports; (iii) the regular monitoring of their {resettlement or displacement/relocation (as relevant)} and adjustment during Project implementation; and (iv) evaluation of their situation for a period of one year after land acquisition or displacement or relocation (as relevant). In addition, qualitative and quantitative evaluation will be made on the sustainability of living conditions of DPs. Investigation will include consultations and observations with DPs, IAs, local officials, village leaders, as well as a quantitative sample survey of displaced households. Focus group discussion will be conducted with male and female DPs, and vulnerable groups.

5. If the findings of the EM indicate significant compliance DPs, the EM will work with the EA and PIU to prepare a separate corrective action plan (CAP) in cooperation with the relevant stakeholders, to address pending or new LAR impacts. The EM will monitor and report on the implementation of the CAP.

C. Monitoring Indicators

6. Monitoring will include process, output and outcome indicators. The monitoring framework and formats stipulated in the RP will be adopted. The following general indicators will be covered.

- Disbursement of entitlements to DPs and enterprises/businesses: compensation, relocation, housing, cultivated farmland, and employment as specified in the RP.

²⁷According to ADB Safeguard Policy Statement (SPS-2009), Involuntary Resettlement Category A: Significant means 200 or more affected people will experience major impacts, which are defined as (i) being physically displaced from housing, or (ii) losing 10% or more of their productive assets (income generating). Involuntary Resettlement Category B: Not Significant include involuntary resettlement impacts that are not deemed significant as per the ADB Operational manual Involuntary Resettlement Category C: No involuntary resettlement impacts. A resettlement plan is required in case of both category A and B project.

- Provision of relocation options: the affected persons must move into chosen resettlement/housing option at least one month before physical displacement/relocation; for those opting for self-construction, payment of compensation and provision of housing sites should be completed at least three months before physical displacement/relocation; the compensation for construction of houses should be equivalent to the replacement cost; the DPs must receive their entitlements and allowances on time.
- Development of economic productivity: re-allocation of cultivated land, land restoration, job opportunities available to DPs, number of DPs employed or unemployed.
- Standard of living: Throughout the implementation process, the trends in standards of living will be observed and the potential problems in the way of restoration of standards of living will be identified and reported. The Monitor will carry out a comprehensive socio-economic survey after the completion of resettlement implementation to document the standards of living and the conditions of the DPs after resettlement. The survey will be updated annually.
- Restoration of civic infrastructure: all necessary infrastructure should be restored at the resettlement sites at least up to a standard equal to the standard at the original location; the compensation for all infrastructure should be sufficient to reconstruct it to the same quality
- Effectiveness of resettlement planning: Adequacy of assets measurement, entitlements, sufficiency of budget, and timeliness of mitigation measures.
- Level of satisfaction of DPs: level of satisfaction of DPs with various aspects of the resettlement program; the operation of the mechanisms for grievance redress will be reviewed and the speed and results of grievance redress measures will be monitored.
- Social adaptability and cohesion: impacts on children, indigenous peoples/ethnic minorities and other vulnerable groups, public participation, DPs' attitudes and reaction to post resettlement situation, number of complaints and appeal procedures, implementation of preferential policies, income restoration measures, and improvements in women's status in villages.
- Other Impacts: The monitor will verify if there are unintended environmental impacts and impacts on employment and incomes.

D. Special Considerations

7. Special attention will be paid to women, indigenous peoples/ethnic minorities/groups, as well as the poor and vulnerable groups during monitoring; these include:

- The status and roles of women: Closely monitor any change in women's status, function and situations.
- Differential impacts on indigenous peoples/ethnic minority groups. Closely monitor the socioeconomic status of indigenous peoples to ensure that they have not been further marginalized. Monitoring indicators should to the extent possible be disaggregated by gender and ethnicity.
- Care and attention to vulnerable groups: Closely monitor living conditions of the poor, the elderly, the handicapped, female headed households and other vulnerable groups after resettlement, to ensure that their livelihood is improved.
- Monitoring and evaluation will provide information on the utilization and adequacy of resettlement funds.

APPENDIX 8: PHOTO IDENTIFICATION OF DISPLACED PERSON

Not to be used as a Bid Document, Only for Reference



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