



Social Monitoring Report

Project Number: 40648-034
August 2017

Period: July 2016 – December 2016

IND: Infrastructure Development Investment Program for Tourism - Tranche 3

Submitted by

Program Management Unit, Tourism Development Board, IDIPT-Himachal Pradesh, Shimla

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Asian Development Bank

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No. IDIPT-HP/3223-IND/SMR/2017- 2085

Dated: 29 .07.2017.

Project Director

To

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Kind Attn: Mr. Leonardus Boenawan Sondjaja (ADB).

**Subject: Loan 3223- IND: Infrastructure Development Program for
Tourism, Project 3- Submission of Semi-annual Social
Monitoring Report (SMR) for the period
July, 2016 to December, 2016.**

**Ref No. : IDIPT-HP/3223-HP/HPTDB/SMR/2017-5171 dated
18.02.17**

Sir,

We are in receipt of your suggestions conveyed to this office vide above referred letter and as per the discussion with the Social Safeguard Officer, ADB. In this regard, please find enclosed the Semi-annual Social Monitoring Report (SMR) for the period July to December, 2016 incorporating Resettlement & Rehabilitation (R&R) issues. However the reply of the observations is attached in the matrix form. This is for your information and approval please.

Encl: As Above.

Yours Sincerely,

[Signature]
**Project Director,
IDIPT-H.P.**



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INFRASTRUCTURE DEVELOPMENT INVESTMENT PROGRAM FOR TOURISM, HIMACHAL PRADESH

Asian Development Bank Loan No. 3223-IND

Social Safeguard Monitoring Report Tranche III (July-December, 2016)

June, 2017

**Prepared by Department of Tourism, Government of
Himachal Pradesh for Asian Development Bank**

This social safeguard monitoring report 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.

ABBREVIATIONS

ADB	- Asian Development Bank
AP	- Affected Person
CBT	- Community Based Tourism
CCL	- Categorization Checklist
DDR	- Due-Diligence Report
AP	- Displaced Person
DSC	- Design and Supervision Consultants
EA	- Executing Agency
GoHP	- Government of Himachal Pradesh
GRC	- Grievance Redress Committee
GRM	- Grievance Redressal Mechanism
HPTDB	- Himachal Pradesh Tourism Development Board
IDIPT	- Infrastructure Development Investment Program for Tourism
NOC	- No Objection Certificate
NGO	- Nongovernmental organization
PIU	- Program Implementation Unit
PMC	- Program Management Consultants
PMU	- Project Management Unit
PWD	- Public Works Department
RF	- Resettlement Framework
RP	- Resettlement Plan
SDS	- Social Development Specialist
SIA	- Social Impact Assessment
SLEC	- State Level Executing Agency
SO	- Safeguard Officer

Table of Contents

I.	Project Background and Description:	2
II.	Purpose of the Report:	3
III.	Subprojects Categorization under IDIPT-3	3
IV.	Project Implementation Status	6
V.	Scope of Land Acquisition and Resettlement/Rehabilitation:	7
VI.	Institutional Arrangement:	8
VII.	Grievance Redressal Mechanisms	10
VIII.	Monitoring.....	11
IX.	Summary Monitoring Results and Key Findings:.....	11
X.	Future Monitoring Action Plan:	12
XI.	Lessons Learnt and Good Practices	12
	Annexure 1: Summary of Consultations at Jwalaji Site.....	13
	Annexure 2 (a): MOU between MC and Sanjeev Guleria	18
	Annexure 2 (b): MOU between MC and Sanjay Sood	20
	Annexure 2 (c): MOU between MC and Ashok Kumar	22
	Annexure 3: Affidavit of APs in Jwalaji project for shifting before ending June in the presence of MC and Third Party	24
	Annexure 4: Letter from Municipal Council, Jwalaji regarding dismantling of Shops and providing shifting assistance to the APs.....	26
	Annexure 5: Work Plan for Construction of New Shops.....	27
	Annexure 6: Consent of Shopowners (2 APs) on Proposed works schedule of Contractor in Jwalaji project	28
	Annexure 7: Concurrence of shopkeepers for carrying night works in Jwalaji project	29
	Annexure 8: Written assurance from Assistant Commissioner Temple-cum-SDO (Dharamshala)	30
	Annexure 9: Summary of Consultations with the AP in Dharamshala project	31
	Annexure 10: Informing the Scope of work, Requirement of Land Area and.....	31
	Acceptance by Kiosk Occupants.....	31
	Annexure 11: Letter of Commitment by Temple Trust in Markandeya	33
	Annexure 12: Letter of Satisfaction by APs in Markandeya project.....	35
	Annexure 13: Summary of Consultation in Markandeya project.....	37

INFRASTRUCTURE DEVELOPMENT INVESTMENT PROGRAM OF TOURISM, HIMACHAL PRADESH

SOCIAL SAFEGUARD MONITORING REPORT

I. Project Background and Description:

1. The Infrastructure Development Investment Program for Tourism (IDIPT) envisages an environmentally and culturally sustainable and socially inclusive tourism development, in the project States of Himachal Pradesh, Punjab, Tamil Nadu and Uttarakhand. The expected impact of the Project in the four states is sustainable and inclusive tourism development in priority State Tourism Sub-Circuits divided into marketable cluster destinations that exhibit enhanced protection and management of key natural and cultural heritage tourism sites, improved market connectivity, enhanced destination and site environment and tourist support infrastructure, and enhanced capacities for sustainable destination and site development with extensive participation of the private sector and local communities.

2. The Loan Agreement and Project Agreement of Loan 3223-IND project³ were signed on 28th September, 2015 and made effective from 28th October, 2015. Under Project-3, 15 sub-project proposals, and community based activity package have been identified (see Table 1). Tranche³ of Investment Program is under different stages of implementation.

3. The Infrastructure Development Investment Program for Tourism (IDIPT) targets enhanced economic growth and provision of livelihood opportunities for local communities through tourism infrastructure development with a focus on preservation and development of natural and cultural heritage and incidental services. The Program supports the state of Himachal Pradesh to develop tourism sector as a key driver for economic growth.

4. **Impact and Outcome:** The expected impact of the Program is increase in volume of domestic and international tourists to destinations within the state of Himachal Pradesh. The expected outcome of the Program is enhanced tourism environment & improvement in the livelihood of locals in the state of Himachal Pradesh. The outputs of the Program are:

- Improved basic urban infrastructure and services at tourist destinations and gateways;
- Improved connectivity to tourist attractions;
- Improving surrounding areas of the tourist locations;
- Enhanced quality of natural and cultural tourist attractions;
- Greater participation by local communities in tourism related economic and livelihood activities;
- Strengthened capacity of sector agencies and local communities for managing tourism related activities.

Table 1: Details of sub-projects under Tranche -3

SN	Package No	District	Description of Sub-projects/Packages
1.	HPTDB/11/1	Bilaspur	Rejuvenation of Markandeya Temple Precincts
2.	HPTDB/12/1	Chamba	Development of a Heritage Circuit: Conservation of Historic Buildings,

SN	Package No	District	Description of Sub-projects/Packages
			integrated with provision of Tourist Facilities, Chamba, Chamba District.
3.	HPTDB/13/1	Kangra	Upgrading the Historic Urban Precincts& Creating a Heritage Circuit, Dharamshala
4.	HPTDB/13/2	Kangra	Package 2: Conserving Prominent Temple Precincts & Upgrading Urban Infrastructure, Jwalaji
5.	HPTDB/13/3	Kangra	Restoration & Conservation of Rock Cut Temple at Masroor, Kangra District.
6.	HPTDB/13/4	Kangra	Restoration & Improvement of Chamunda,Bajreshwari Temple Precincts & Cultural Center at NagrotaBagwan
7.	HPTDB/13/5	Kangra	Construction of Dock & Eco Tourism Boat at Pong Dam Lake, Kangra
8.	HPTDB/14/1	Kullu	Creation of Centre for Traditional Arts & Crafts, Manali
9.	HPTDB/15/1	Mandi	Conservation & Upgradation of the Historic Urban Precincts & Buildings, Mandi
10.	HPTDB/16/1	Shimla	Conservation of Churches in the Heritage Zone
11.	HPTDB/16/2	Shimla	Restoration of Shimla Mall Road Extension
12.	HPTDB/16/3	Shimla	Tourism Cultural Centre at Shimla.
13.	HPTDB/16/4	Shimla	Eco-tourism Park at Naldehra
14.	HPTDB/16/5	Shimla	Restoration & Beautification of Ancient Temples & Surrounding Areas at Rampur Bushair
15.	HPTDB/17/1	Una	Creation of Cultural Centre for Traditional Crafts & Arts at Haroli, Una.

II. Purpose of the Report:

5. The purpose of Social Monitoring Report is to present the total implementation period of the project, progress so far keeping in view the compliance with approved Involuntary Resettlement (IR) documents such as Resettlement Plan (RP), Due Diligence Report (DDR) and Categorization Check List (CCL). This report covers Social Monitoring, addressing all the issues related with social safeguards, with reference to the progress achieved and current status of reporting period. This consolidated report outlines monitoring implementation of social safeguard activities from July 2016 to December 2016 in accordance with the ADB Safeguard Policies.

III. Subprojects Categorization under IDIPT-3

6. The Tranche 3 of IDIPT (Himachal Pradesh) does not require any acquisition of land and all the proposed subprojects will be constructed within the available land belonging to temple trust and state government. The two subprojects (Markandeya and Jwalaji) will cause temporary loss of livelihood while third subproject (Dharamshala) will cause permanent loss of structure. The tranche in Himachal Pradesh has been categorized as 'B' for Involuntary Resettlement (IR). The subproject wise details are provided in table 2 below.

Table 2: IR Categorization of sub-projects Tranche 3 sub-projects

SN	Package No	Name of sub-project	Summary of LA and R&R Impacts	IR Categorization	Remarks
1.	HPTDB/11/1	Rejuvenation of Markandeya Temple Precincts and Provision of Visitor Facilities, Bilaspur, HP	No IR impact was envisaged in this sub-project. RP prepared.	B	Any negative impact has been meticulously avoided.
2.	HPTDB/12/1	Development of a Heritage Circuit: Conservation of Historic Buildings, integrated with provision of Tourist Facilities, Chamba, Chamba District.	As per the SAR no IR impact was envisaged.	C	DDR/RP will be prepared after finalization of DPR.
3	HPTDB/13/1	Upgrading the Historic Urban Precincts & Creating a Heritage Circuit, Jwalaji, Kangra District	Impact was envisaged in terms of temporary loss of livelihood of 195 APs and permanent loss of a Govt. structure resulted temporary loss of livelihood of 02 AP, now mitigated.	B	<ul style="list-style-type: none"> Any negative impact has been mitigated through mutual agreement between the shopkeepers and Municipal Council, Jwalaji by providing them shifting assistance to move to their alternate existing shops. For 195 shopkeepers, the work will be undertaken during night time.
4	HPTDB/13/2	Conserving Prominent Temple Precincts & Upgrading Urban Infrastructure for Tourism in Dharamshala & Mcleodganj	As per SIA, one no. of AP will experience permanent loss of his commercial structure for providing access to the proposed cafeteria and toilet block at Bhagsu Temple premise. As per RP submitted, the AP will be given monetary compensation & an alternative location so that his livelihood is maintained.	B	-
5	HPTDB/13/3	Restoration & Conservation of Rock Cut Temple at Masroor, Kangra District.	As per the SAR no IR impact was envisaged.	C	DDR/RP will be prepared after finalization of DPR.

6	HPTDB/13/4	Restoration &Improvement of Chamunda & Bajreshwari Temple Precincts &Creation of Cultural Center for Traditional Crafts & Arts at Nagrota Bagwan, Kangra.	No IR impact was envisaged in this sub-project.	C	DDR approved by ADB
7	HPTDB/13/5	Construction of Dock & Eco Tourism Boat at Pong Dam Lake, Kangra.	As per the SAR no IR impact was envisaged.	C	DDR/RP will be prepared after finalization of DPR.
8	HPTDB/14/1	Creation of Centre for Traditional Arts & Crafts at Badagran near Manali.	No IR impact was envisaged in this sub-project.	C	DDR approved by ADB.
9	HPTDB/15/1	Conservation & Upgradation of the Historic Urban Precincts & Buildings in Mandi Town.	No IR impact was envisaged in this sub-project.	C	DDR approved by ADB.
10	HPTDB/16/1	Conservation of Churches in the Heritage Zone, Shimla.	No IR impact was envisaged in this sub-project.	C	DDR approved by ADB
11	HPTDB/16/2	Restoration of Shimla Mall Road Extension.	No IR impact was envisaged in this sub-project.	C	DDR approved by ADB
12	HPTDB/16/3	Tourism Cultural Centre at Shimla.	As per the SAR no IR impact was envisaged.	C	DDR/RP will be prepared after finalization of DPR.
13	HPTDB/16/4	Eco-tourism Park at Naldehra, Shimla.	No IR impact was envisaged in this sub-project.	C	DDR approved by ADB
14	HPTDB/16/5	Restoration & Beautification of Ancient Temples &Surrounding Areas at Rampur Bushair.	No IR impact was envisaged in this sub-project.	C	DDR approved by ADB.
15	HPTDB/17/1	Creation of Cultural Centre for Traditional Crafts & Arts at Haroli, Una.	As per the SAR no IR impact was envisaged.	C	DDR/RP will be prepared after finalization of DPR.

7. There is no Indigenous People (IP) living in the sub-project areas having any attachment to distinct habitation or territories, or are being affected in any way by the project outcome. Thus Tranche 3 has been categorized as 'C' for IP.

IV. Project Implementation Status

8. Under Tranche 3, 15 sub-projects were identified for implementation, out of which the seven are under execution, three under bidding stage while as five under DPR stage. The details are provided in tables 3, 4 and 5 below.

Table 3: Status of Sub-projects

SN	Package Name	Package no	District	Date of award	Contractor	Present Status
1.	HPTDB/11/1 (Rejuvenation of Markandeya Temple Precincts and Provision of Visitor Facilities, Bilaspur District)	HPTDB/11/1	Bilaspur	3 rd Nov. 2016	M/s MCC – DKS (JV)	Work in progress
2.	Upgrading the Historic Urban Precincts & Creating a Heritage Circuit, Jwalaji, Kangra District.	HPTDB/13/1	Kangra	23 rd Sept. 2015	M/s AKSEC-PKCC (JV)	Work in progress
3.	Conserving Prominent Temple Precincts & Upgrading Urban Infrastructure for Tourism in Dharamshala & Mcleodganj	HPTDB/13/2	Kangra	30 th June 2016	M/s ASE-MIB (JV)	Work in progress
4.	Creation of Centre for Traditional Arts & Crafts at Badagran near Manali	HPTDB/14/1	Kullu	29 th May 2015	M/s ASE-MIB (JV)	Work in progress
5.	Conservation and Upgradation of the Historic Urban Precincts & Buildings in Mandi Town	HPTDB/15/1	Kullu	19 th Sep. 2015	M/s R.S. Buildtek – Singla Constructions Ltd. (JV)	Work in progress
6.	Restoration of Shimla Mall Road Extension	HPTDB/16/2	Shimla	19 th Nov. 2015	M/s A S Enterprises-MIB (JV)	Work in progress
7.	Eco-tourism Park at Naldhera, Shimla	HPTDB/16/4	Shimla	27 th Nov. 2016	M/s A S Enterprises	Work in progress

Table 4: Projects under bidding stage

SN	Sub-Project Number	Sub-Project Title	IFB Issued Date	Submission Date
1.	HPTDB/16/1	Conservation of Christ Church in the Heritage Zone, Shimla.	22.11.16	27.01.17
2	HPTDB/13/4	Restoration and Improvement of Chamunda and Bajreshwari Temples Precincts and Creation of Cultural Centre for Traditional Crafts and Arts at Nagrota Bhagwan, Kangra.	Contract signed on 13 th December, 2016 & NTP to be issued	
3	HPTDB/16/5	Restoration and Beautification of Ancient Temples and Surrounding Areas at Rampur Bushair, Shimla.	Contract signed on 21 st November, 2016 & NTP to be issued	

Table 5: Projects under DPR stage

SN	Sub-Project Number	Sub-Project Title
1.	HPTDB/12/1	Development of a Heritage Circuit: Conservation of Historic Buildings Integrated with provision of Tourist Facilities, Chamba, Chamba District.
2.	HPTDB/13/3	Restoration and Conservation of Rock Cut Temple, Masroor, Kangra District.
3.	HPTDB/13/5	Construction of Dock & Eco Tourism Boat at Pong Dam Lake, Kangra District.
4.	HPTDB/16/3	Tourism Cultural Center at Shimla.
5.	HPTDB/17/1	Creation of Cultural Centre for Traditional Crafts and Arts at Haroli, Una District.

V. Scope of Land Acquisition and Resettlement/Rehabilitation:

9. Project impact assessment & follow up consultations revealed that, in Tranche 3 of IDIPT Himachal Pradesh, there has been no requirement of land acquisition for any of the sub-projects till the period December 2016. The land area required for construction of all the sub-projects either belongs to the local administration or the Temple Trust and no private land is involved.

10. The IR impacts were identified in 3 sub-projects i.e. Jwalaji (HPTDB/13/1), Conserving Prominent Temple Precincts Subproject Proposal, Dharamshala (HPTDB/13/2) and Rejuvenation of Markandeya Temple Precincts and Provision of Visitor Facilities, Bilaspur (HPTDB/11/1). In all three locations, there are shops owned by the local administration and occupied by locals(residents) on monthly rent.

11. In Jwalaji project, the issues of demolition of 03 existing shops and civil works of 195 shops were brought to the notice of authorities (MC, Jwalaji) and the authorities were involved in the execution of the work. Series of transect walks along with the consultations were held with the affected persons, officials of MC and members of Temple Trust (**Annexure 1**). Thereafter, MoU was executed between the shopkeepers and the MC (**Annexure 2**). As per the MOU, the shopkeepers agreed to shift from the proposed area of Community Center to their old shops (still functioning) during non-peak season. An affidavit has been signed. See **Annexure 3**. All the shopkeepers, shifted to their earlier functioning shops with assistance of Municipal Council Jwalaji on a non-working day (**Annexure 4**). Hence there was no loss of livelihood, permanent or even temporary as the tenants/shopkeepers will continue their economic activities from their alternate (earlier) shops and will get newly constructed shops. The discussions were held with the PIU and the contractor regarding the timely completion of permanent shops and handing over to the concerned APs. It was confirmed that new shops will be constructed before September, 2017 (**Annexure 5**). Same was informed to the APs and they both have agreed. Consent of APs is attached in **Annexure 6**. In addition to this, the impact on livelihood of 195 AP will be avoided by executing work in the night time and on non – market days and road improvements will be executed in phased manner. The Contractor will maintain the noises limits and will ensure that the noise level shall not exceed 55dB (A) as per Noise Pollution (Regulation & Control) Rules

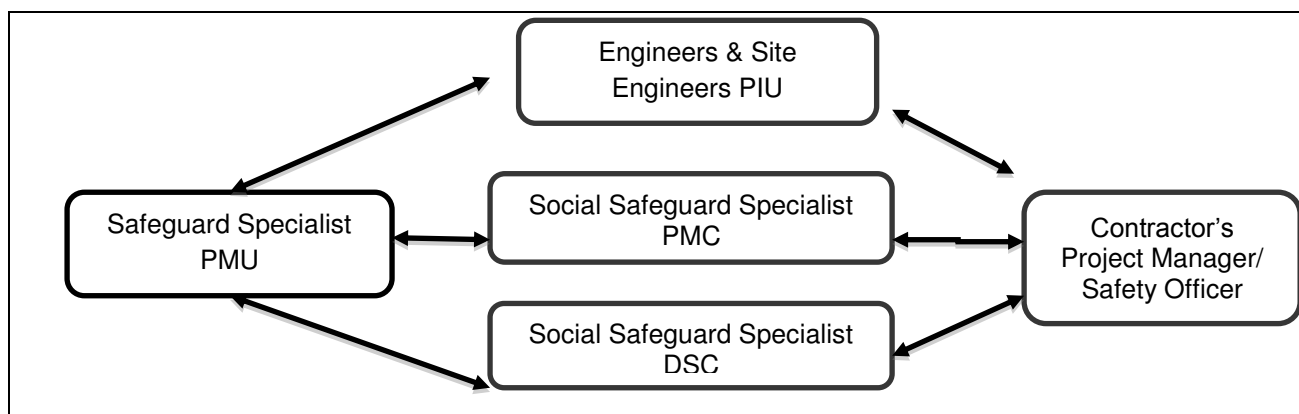
2000. The shopkeepers have given their concurrence for carrying civil works at night (**Annexure 7**).

12. In Dharamshala project, only one no of AP will experience permanent loss of commercial structure for providing access to the proposed cafeteria and toilet block at Bhagsu Temple premise and no issue of land acquisition is envisaged, because the land belongs to Temple Trust only, and given to the shop owners on monthly rent. As AP had incurred significant expenses on renovating the shop the replacement value of the structure will be provided to the AP along with an alternate shop by the District Administration (**Annexure 8**). Consultations were held with APs from 2016 onwards. The details are attached at **Annexure 9**.

13. In Markandeya project, 11 affected persons were identified as per the impact assessment. All the 11 APs were occupying Kiosks that belonged to the temple trust. The Kiosks were located on trust's land hence there was no issue of land acquisition. All 11 APs have to be temporarily dislocated (**Annexure 10**). The dislocation is required to happen twice, first, when relocating them from the existing location now required for construction/renovation work to the alternate shop locations, and second, when re-shifting them from the alternate location to the permanently built shops. Temporary shops were constructed by temple trust. All 11 APs were shifted to the temporary structures in April 2015 with the assistance by the temple trust. The shifting was done on a non-working/lean day, and one month rent was waived off. The Temple Trust has given its commitment for providing shifting assistance to all 11 AP's twice (**Annexure 11**). A letter of satisfaction was signed by all 11 APs confirming the assistance provided to them (**Annexure 12**). Various consultations were held with the APs and are attached as **Annexure 13**.

VI. Institutional Arrangement:

14. An institutional arrangement has been set up at project and sub-projects level to ensure that sub-projects comply with ADB SPS requirements. Institutional arrangement includes augmenting the capacity of project management & implementation staffs with regards to smooth implementation of Safeguard Issues. The Himachal Pradesh Department of Tourism and Civil Aviation is the Executing Agency (EA) responsible for coordinating procurement and construction of the project, through its Project Management Unit (PMU) at Shimla. At PMU level, there is a Safeguard Specialist, who looks into social as well as environmental safeguard concerns at work sites. The PMU Safeguard Specialist is supported by Social Safeguard Specialist from PMC (available for 68 days for the period July-December, 2016) and from DSC (available for 10 days for the period July-December, 2016). Project Implementation Unit (PIU) set up at Shimla, Kangra & Kullu, where the site engineers have been made aware of the safeguard issues and trained to monitor & report the same. At the sub-project locations there are Safety Officer deployed by the Contractor to look into safeguard issues including grievance issues put up by anyone at the site. In case of non-availability of Safety Officer at sites, the Project Manager look into the safeguard concerns. The Institutional Structure in relation to social safeguards is presented below.

Figure 1: Institutional Structure for Social Safeguards Implementation & Monitoring**Table 6: Institutional Roles and Responsibilities**

Activities	Responsible
Subproject Initiation Stage	
• Finalization of sites/alignments for sub-projects	PMU
Resettlement Plan Preparation Stage	
• Conducting Census of all affected persons	DSC/PIU
• Conducting FGDs/meetings/workshops during SIA surveys	DSC/PIU
• Categorization of affected persons for finalizing entitlements	PIU / DSC
• Formulating compensation and rehabilitation measures	PIU/ DSC
• Conducting discussions/meetings/workshops with all APsand other stakeholders	PMU/PMC/PIU/DSC
• Finalizing entitlements and rehabilitation packages	PIU/DSC/PMU/PMC
• Disclosure of final entitlements and rehabilitation packages	PIU/DSC
• Approval of RP	PMU/ADB
Resettlement Plan Implementation Stage	
• Implementation of proposed rehabilitation measures	PIU/ DSC
• Consultations with affected persons during rehabilitation activities	PIU/DSC
• Grievances redressal	PMU//PIU/GRC
• Monitoring	PIU/PMU

AP - Affected Person, DSC - Design and Supervision Consultant (Social Development Specialist), FGD - Focus Group Discussions, GRC - Grievance Redress Committee, PIU - Project Implementation Unit, PMU - Project Management Unit, RP - Resettlement Plan, SIA - Social Impact Assessment.

Table 7: Institutional Status Readiness Checklist

SN	Item	Status(Ready/Not ready/NA)	Follow-up required (Y/N)
1	Mobilization of civil works contractor	Ready *	Yes
2	Mobilization of Project Supervision	Ready	Yes
3	EA's Safeguards Unit with designated staff	Ready	Yes
4	Internal Monitoring	Ready	Yes
5	External Monitoring Agency	NA	

* Physical works started in 5 sub-projects

VII. Grievance Redressal Mechanisms

15. A Grievance Redressal Mechanism (GRM) has been established following the Resettlement Frameworks (RF) of the project with the objective of receiving and facilitating the resolution of complaints & grievances to the public as well as Affected Persons (APs). The GRM is scaled to the risks and adverse impacts of the project. It should address APs/Public concerns and complaints promptly, using an understandable and transparent process that is gender responsive, culturally appropriate, and readily accessible to all segments of the APs/public at no cost and without retribution.

16. Grievance will be first brought to the notice of the site engineer and focal person of the Project Implementation Unit (PIU), which will be forwarded to the Project Management Unit (PMU), if not resolved at the PIU level. The concerned official will review the grievances & address them in consultation with the PMU & PMC Social Safeguard Specialist. If the grievance remains unresolved, the Project Director, will refer the issue to the State Level Empowered Committee (SLEC), which will act as a Grievance Redress Committee (GRC). The GRC will resolve the issue within one month from the date of registration of any case in the GRC.

17. There has been no grievance from anyone in relation to R&R issues at any of the construction sites during the period July to December 2016.

18. Accessibility to GRC: The affected person/aggrieved party can access to GRC for redressal of his/her grievances through any of the following modes:

- (i) **Telecom based:** Phone no. of PIU has been circulated to the public to register their complaint through telephone / mobile phone to the PIU office.
- (ii) **Compliant box:** A complaint box has been kept at PIU office so that public can register their complaint

19. PIUs and the Contractor have been entrusted with the responsibility to maintain proper registers of grievances which will be endorsed by the all agencies involved in implementation. GRC registers are in place at the sub-project locations. The PMU, PMC & DSC Safeguard Officials intermittently visit the sub-project sites and do give training on preparation & monitor maintenance of grievance & pother registers and follow up of any grievances made.

VIII. Monitoring

20. The PIU internally monitors the implementation of RPs and looks after other safeguard issues. The Safeguard Specialist of PMU alongwith PIU officials and Social Safeguard Specialist of the PMC are entrusted with the responsibility of monitoring the implementation of RPs and assessing its performance and effectiveness based on review of reports, field observations, consultations with APs, other stakeholders. DSC will be primarily involved in implementation of proposed rehabilitation activities; measures, consultation with APs during rehabilitation grievance redressal, etc. (refer Table 7 for roles in detail). The monitoring is conducted at fields by the DSC's & PMC's Social Specialist on different activities in relation to R&R. After the reconfirmation of impact to APs, distribution of ID cards, opening bank accounts, micro plan and disbursement of compensation will be done.

IX. Summary Monitoring Results and Key Findings:

21. Up to the reporting period, physical works started in 7packages.The project areas have been visited by the safeguard team along with PMU/PIU/PMC officials. Contractor to identify/confirm any impacts in terms of resettlement and rehabilitation and other safeguard issues identified under the package, where IR impact was envisaged. While appointing people for various positions, including labor requirement, the priority are given to locals. Throughout the entire stages of project construction/development, the relevant stakeholders will be regularly consulted. The APs at all construction sites are regularly consulted & advised.

22. Assessment of the sub-project locations under Tranche 3 revealed that:

- i) There is no land acquisition in any of the subprojects of Tranche 3 during the period July – December 2016.
- ii) The sites for all other packages are not located on any private land or occupied in any manner. They are located on vacant Government lands and Temple Trust. NoCs have been procured from all the concerned Departments.).
- iii) No encroachment or any squatter has been found on the selected sites till date, therefore it does not involve any land acquisition and resettlement/rehabilitation. And wherever temporary dislocation and followed relocation and satisfaction of APs are being monitored.
- iv) The site assessment report does not indicate presence of any IPs.
- v) During the entire sub-project implementation, involvement of women & welfare programs for them will be considered planned & carried out.
- vi) Apart from assessment of availability of local labors, monitoring of their service utilization is also done.
- vii) No grievance was reported concerning R&R issues, in this period July to December 2016.

23. Site visits have been regularly conducted to observe the site conditions, availability of labor, engagement of female workers and provision of basic facilities, such as lodging, drinking water, sanitation etc. along with any other welfare programs at the site. Orientations are being given to the staff & labors on health and safety management at site. Nearby residents are being appraised about the duration of work and the likely inconveniences and the need for their active participation, cooperation and support during the ongoing civil works.

X. Future Monitoring Action Plan:







24. To identify any social impacts, during the entire stage of Project implementation, the Safeguard Consultant of PMC/DSC will visit the project sites on regular basis. Activities to follow in the next quarter is presented below:





- Consultations with local people for smooth implementation to be continued throughout the project implementation.
- Any unforeseen impact need to be documented and mitigated accordingly.









XI. Lessons Learnt and Good Practices






- All the RPs are assessed & prepared after extensive consultation with stakeholders and APs.
- Informative signages about the project, its components and their corresponding costs have been placed at the project site for maintaining the transparency.
- Consultations are being conducted with the concerned APs updating them about the progress of works (construction of permanent shops).

Annexure 1: Summary of Consultations at Jwalaji Site

Date	Location	Participants	Issues Discussed	Summary of Consultation/Decision taken	Photographs	
26.05.14	Gate No-1 Temple	Shop owners/ Business Association	Scope of works under ADB funded subprojects in Jwalaji. ADB safeguard policy, R&R provision for Affected Persons.	Shop owners have appreciated the proposed works and given their assurance to provide all kind of support for the further implementation of this subproject. They are happy to know that compensation provision is made in case any disturbance in their livelihood occurs.		
05.09.14	Community Hall, Jwalaji Temple	ADB representative, MLA, SDM, Consultants, Officials of Tourism Dept, Member of Mandir Trust	Scope of works under ADB funded subprojects in Jwalaji. NOC requirement, issues of land transfer, operation and maintenance of project assets etc. Social and Env. issues under this project.	ADB representative informed that under ADB policy works should be done in such a way that nobody's livelihood gets impacted. If impact will be occur, Resettlement Plan should be made with appropriate budget. SDM informed that all the relevant NOCs have been collected from concerned line agency as per ADB requirement.		
16.01.15	Gate No-1. Jwalaji Temple	Shop owners.	Socio-Economic status of DPs. Compensation provision under this project. Grievances Redress System under this project	Details consultation was made with affected persons regarding their socio-economic status, occupation. DSC persons informed them in details regarding entitlement provision, under these projects if affected. Grievances Redress System formed under this project was also shared.		

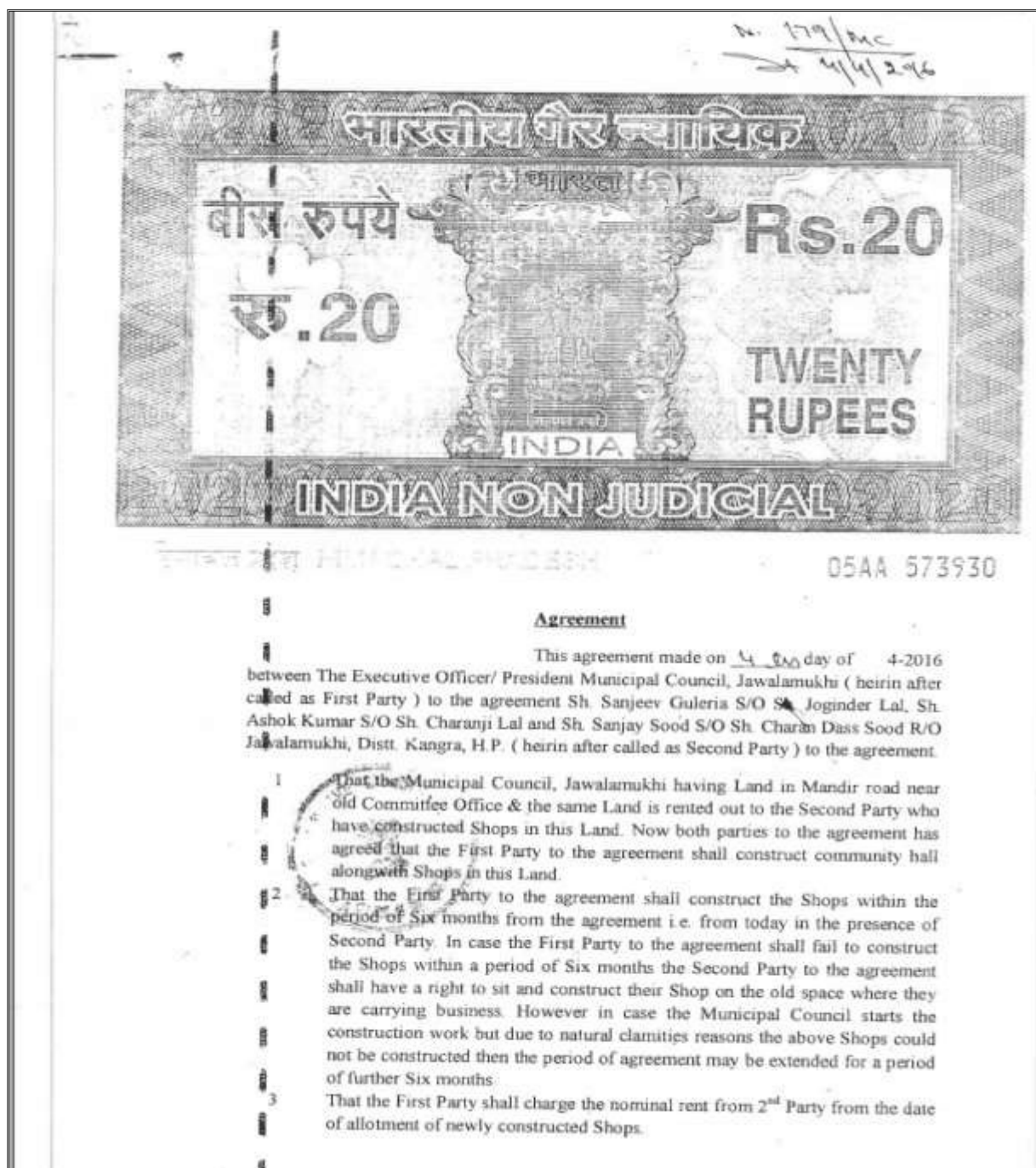
Date	Location	Participants	Issues Discussed	Summary of Consultation/Decision taken	Photographs	
20.01.15	Gate no.-1: Jwalaji temple	Shop owners	Concurrence of shopkeepers for carrying night works	Discussions were held with the shopkeepers to avoid the inconvenience to the Tourist/ Pilgrims and surrounding Commercial establishment by renovation of drains and canopy. The work will be carried at night to avoid any livelihood impact.		
29.01.15.	Gate No-1.Jwalaji Temple	Shop owners.	Leaflet distribution (Contained Project Information, R&R provision, GRM)	Consultants informed them about the R&R provision in case livelihood disturbances will occur.	-	-
20.06.15	Gate No-1.Jwalaji Temple	Temple Trust members and Shop owners.	Scope of works under ADB funded subprojects in Jwalaji.	Scope of works and R&R provision.	-	-
02.03.16& 03.03.16	Gate No-1.Jwalaji Temple	Shop owners, Project Contractor, Labor	Proposal for night works, Health and Safety measures.	<p>Meeting and discussion with project contractor regarding feasibility of night works from main gate to Temple to avoid disturbances to commercial establishment. They gave their assurance that they will follow the guidelines and all safety guidelines as per order/instruction given by PIU/DSC.</p> <p>Consultant informed the shop owners about the latest decision for night works in the stretches to avoid temporary disturbances. All appreciated this decision and gave their assurance for cooperation during execution.</p>		

Date	Location	Participants	Issues Discussed	Summary of Consultation/Decision taken	Photographs	
02.03.16 & 03.03.16	Municipal Council	AE,JE/ PMU /PMC/ PIU/DSC	Alternate shops for Tenants and identification of 3 rd AP	MC officers gave assurance that alternate shops will be provided to the Tenants. The 3 rd AP could not be located as the shop was closed. The MC officers were requested to identify the person whose shop was closed.		
04.04.16	Municipal Council	AP/ Municipal Council/ Shopkeepers	Signing of MoU between Executive Council Jwalaji and The Affected Persons	MoU for construction of permanent shops at Community Centre, Jwalaji was discussed and signed between Executive Council Jwalaji and the Affected Persons	-	-
07.04.16	Municipal Council office/ Patwari office, Stretch from the gate No. 1 to the temple	PIU, PMU, Temple Trust, Municipal Council, Patwari, Contractor	Alternate shops for Tenants	For providing alternate shops to the shopkeepers a meeting was convened with the Municipal Council and the Temple Trust. Locations were identified and revenue records were seen.	 	 
18.04.16	Gate No-1.Jwalaji Temple	Shop owners, Project Contractor, Labor	Proposal for night works, Health and Safety measures.	Contractor Ensured that night works will be done and manpower will be increased to complete the works in stipulated period of days.		

Date	Location	Participants	Issues Discussed	Summary of Consultation/Decision taken	Photographs	
20.04.16	Gate No-1.Jwalaji Temple	Shopowners	Alternate shops for Tenants	Shop owners informed that they have alternate shops where they will be shifted. They suggested that new shops will be constructed before February, 2017. Consultant also informed the shop owners in the entire stretches that night works will be carried out to avoid the temporary disturbances so that their livelihood is not affected. All the shop keepers appreciated the decision.		
22.04.16	Municipal Council	AP/ Municipal Council/ Shopkeepers	Affidavit of APs for shifting before ending June in the presence of MC and third party	A detailed discussion was held with the Municipal Council Jwalaji and APs to vacate the shops at Community Centre, Jwalaji and to re-construct the shops within 6 months before they are handed over to the Council.	-	-
20.06.16	Community Hall, Jwalaji Temple	APs/ Laboures/ Shopkeepers / Project Manager, PIU	Vacating the existing shops of APs and Discussions for conducting civil works at night	Detailed discussions were held with the 2 no of APs for vacating the existing shops. A visit was undertaken to see the conditions of their alternate shops where they were interested to shift. In addition, to this discussion were also held with the shopkeepers to carry work at night for drains and canopy work.		
7.12.16	Community Centre, Jwalaji	APs/ Contractor	Construction of permanent shops at Community Centre	The physical progress of the shops was discussed with the APs and the contractor.		

Date	Location	Participants	Issues Discussed	Summary of Consultation/Decision taken	Photographs	
13.04.17	Gate no 1: Jwalaji Temple	APs	Discussions were held with the APs regarding any impact envisaged during shifting	The APs have been shifted to their alternate shops as per the MOU with Nagar Palika and shifting has not caused any negative impact on them as the alternate shops are very close to their old shops. They were happy, if the shops are handed over to them before September, 2017	-	-

Annexure 2 (a): MOU between MC and Sanjeev Guleria



Nº 0048987 016

Himachal Government Judicial Paper

4 That the Municipal Council reserve their rights to increase the rent accordingly to the rent control act.

5 That the expression of the 2nd Party shall include their respective heirs, executor representatives and assigns.

6 That the 2nd Party is required to vacate the present possession within 15 days from today.

7 That at the time of handing over the possession of new Shops to the 2nd Party, the lease deed agreement has to be signed. The contents of the above agreement read over and explained to the parties and they admitted the same to be correct. The above said agreement is executed without any pressure under influence and with the consent of both the parties to the agreement. One copy of the agreement shall be given to the 2nd party.

Witness:-

1. Aakash Kumar Sarda
Attorn ✓

2. Rakesh Kumar
Rakesh Kumar C/o W. No 5, J) mukhi ✓

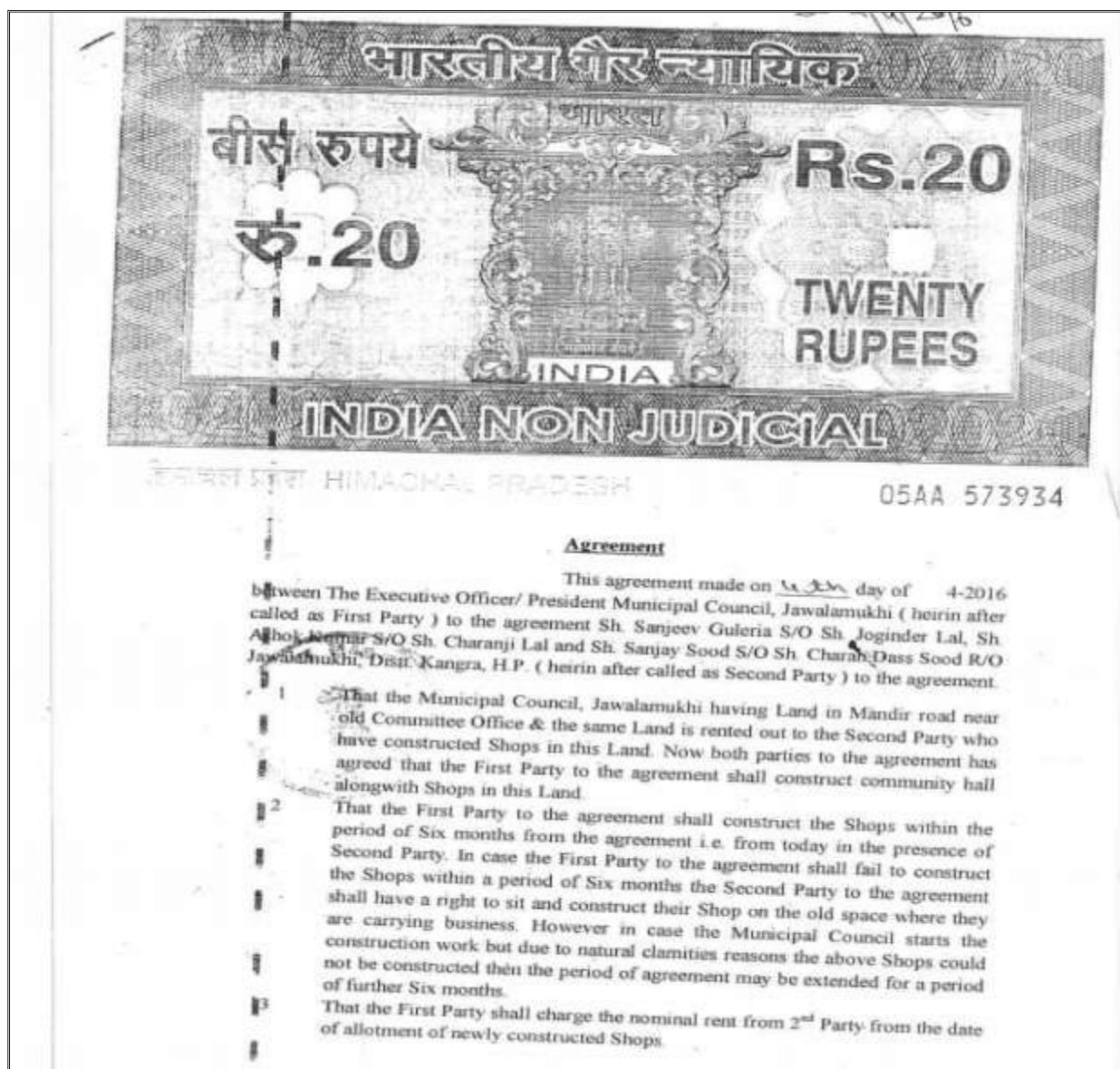
Executant
2nd Party
Sanjeev Guleria C/o
Sh. Joginder Lal
P/o W. No 4, J) mukhi ✓

Executant
1st Party
President, B ✓
Municipal Council, Jawalamukhi.
Municipal Council
Jawalamukhi (H P)

1st Party
Executive Officer, V ✓
Municipal Council, Jawalamukhi.

NO. 48987
EXECUTANT
Jawalamukhi

Annexure2 (b): MOU between MC and Sanjay Sood



No. 0048986 2016

Himachal Government Judicial Paper

4 That the Municipal Council reserve their rights to increase the rent accordingly to the rent control act.

5 That the expression of the 2nd Party shall include their respective heirs, executor representatives and assigns.

6 That the 2nd Party is required to vacate the present possession within 15 days from today.

7 That at the time of handing over the possession of new Shops to the 2nd Party, the lease deed agreement has to be signed. The contents of the above agreement read over and explained to the parties and they admitted the same to be correct. The above said agreement is executed without any pressure under influence and with the consent of both the parties to the agreement. One copy of the agreement shall be given to the 2nd party.

Witness:-

1. Anish Kumar Sood
Attorn

2. Rakesh Kumar Chowdhary S. J. Mukhi
Rakesh Kumar Chowdhary S. J. Mukhi

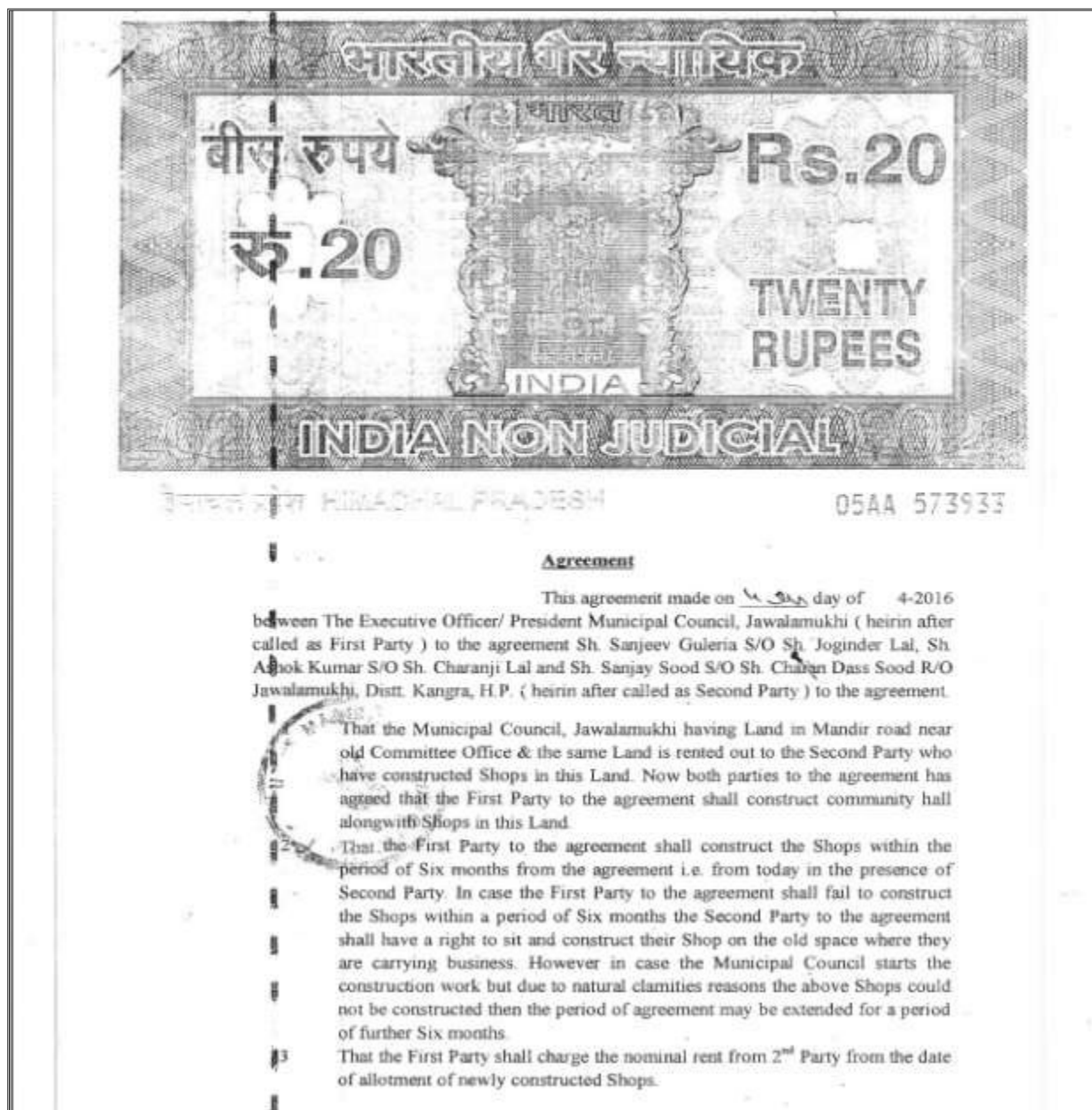
Executant
2nd Party
SANTAY SOOD
810 Katesh. Phoran
Dass Road
Word No. 2
Mandir Road
Jawalamukhi

Executant
1st Party
President,
Municipal Council, Jawalamukhi.
Jawalamukhi (H.P.)

1st Party
Executive Officer,
Municipal Council, Jawalamukhi.
Jawalamukhi (H.P.)

C.C. & A.E.
Hence Attested
2016
Jawalamukhi

Annexure 2 (c): MOU between MC and Ashok Kumar



No 0048985

Himachal Government Judicial Paper

4 That the Municipal Council, reserve their rights to increase the rent accordingly to the rent control act.

5 That the expression of the 2nd Party shall include their respective heirs, executor representatives and assigns.

6 That the 2nd Party is required to vacate the present possession within 15 days from today.

7 That at the time of handing over the possession of new Shops to the 2nd Party, the lease deed agreement has to be signed. The contents of the above agreement read over and explained to the parties and they admitted the same to be correct. The above said agreement is executed without any pressure under influence and with the consent of both the parties to the agreement. One copy of the agreement shall be given to the 2nd party.

Witness

1 Anish Kumar Sood
Mukhi


2 Rakesh Kumar
Rakesh Kumar d/o S. Jawalamukhi

Executant
2nd Party
Anish Kumar Sood
Shirangi Lal R/o
Anish, Jawalamukhi

Executant
1st Party
President,
Municipal Council, Jawalamukhi.
Municipal Council
Jawalamukhi (H P)
Executive Officer,
Municipal Council, Jawalamukhi.

A.O. S. S. S.
2016
Jawalamukhi

Annexure 3: Affidavit of APs in Jwalaji project for shifting before ending June in the presence of MC and Third Party



हिमाचल प्रदेश HIMACHAL PRADESH 09AA 223395

AFFIDAVIT

We (1) Sanjeev Kumar, aged 42 years S/O Sh. Joginder Lal R/O Ward No-4, Jwalasukhi (2) Sanjay Kumar, aged 17 years S/O Sh. Charan Dass, R/O Ward No-2, Jwalasukhi, (3) Ashok Kumar, aged 55 years S/O Sh. Charnji Lal, R/O Ward No-1 Jwalasukhi do hereby solemnly affirm and declare on oath as follows :-

1. That we the above are the possessors as tenant of shops owned by Municipal Council Jwalasukhi situated at Temple road near Old MC Office.
2. That we will agree to vacate the shops for re-construction on or before 28th Jun 2016.
3. That as this is the peak season is going on for our business till the month of Jun 2016.
4. That all of us will vacate the shops on the said date and handover those over to MC, Jwalasukhi.
5. That on support of our this affidavit kindly assure us to handover the shops within the six month of the vacation after re-construction so that our next peak session runs smoothly.

Place : Jwalasukhi

Deponent1. *[Signature]*
Sanjeev Kumar
2. *[Signature]*
Sanjay Kumar
3. *[Signature]*
Ashok Kumar

Date : 22-04-2016.

Contd 2/-

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No. 0046569

Himachal Government Judicial Paper

-2-

I, the above named deponents do hereby further declare that the deposition made in above by us are true and correct to the best of our knowledge and belief and nothing has been concealed therein.

Deposition made by
Attest it Sharma S/O of Sharma
Vard No-4, Javelasakhi

Deponent 1. Sanjay Kumar
Sanjay Kumar
Ashok Kumar

Witness
1. for Vijay Giff House
Sanjay Kumar
Dependent on Sanjay Kumar who has been identified by Mr. Sanjay Kumar who is a member known to me.
With Commissioner.

2. Sethu State Jaula Mukhi
Sethu State Jaula Mukhi
Vard No. 4, Javelasakhi

3. Radhika De Mohan
Radhika De Mohan
Vard No. 4, Javelasakhi

(4) Sanjesh Sood Mander Trust
Tawala Mukhi
Sanjesh Sood Mander Trust
Vard No. 4, Javelasakhi

Rajinder
Vard No. 4, Javelasakhi
Vard No. 4, Javelasakhi

Annexure 4: Letter from Municipal Council, Jwalaji regarding dismantling of Shops and providing shifting assistance to the APs

No.MCJ/2016-IDIPT- //7/
Office of the Municipal Council,
Jawalamukhi, District Kangra, H.P.

To

The Project Director,
IDIPT U.S.Club,
H.P.Shimla

Dated: 30.08.2016.

Subject: **Vacating and removal of old places in the newly constructed Community Centre Jawalamukhi .**

Sir,

With reference to your office requirement it is informed that as per the agreement executed vide dated 04.04.2016 (1) Sh.Sanjeev Guleria S/O Late Sh. Joginder Lal (2) Sh. Ashok Kumar S/O late Sh. Charanji Lal Sood and (3) Sh. Sanjay Sood S/O Sh. Charan Dass Sood Mandir Marg Jawalamukhi have vacated / removed structures from occupied places belonging to M.C.Jawalamukhi in all respect on 24.07.2016 for newly constructed Community Centre. They have now shifted to their own other shops with the assistance of Municipal Council Jawalamukhi.

Yours faithfully,

Executive Officer,
Municipal Council, Jawalamukhi,
District Kangra, H.P.

dated _____


Endost No. even-
Copy is forwarded to the:

1. The President , M.C.Jawalamukhi for favour of information please.
2. The Project Manager,IDIPT Dhaliyara for information and necessary action please.

Executive Officer,
Municipal Council, Jawalamukhi,
District Kangra, H.P.

Annexure 5: Work Plan for Construction of New Shops

Upgrading the historic urban precincts and creating a heritage circuit at Jawala (Package No. HPTDB/13/1)					
Sr. No.	Name of work	Contractor Name	Date of Start (Kiosk)	Date of Completion (Kiosk)	Reason of delay
1	Community Hall & Kiosk	M/s AKS Engineer & Contractor-PK Construction Co Joint Venture (AKSEC-PKCC JV), Sanjay Sadan, Chota Shimla, Shimla-171002	01.06.17	30.09.17	1. No space for stacking of material. 2. Turning point for tractor while carrying Tor Steel & other materia. 3. Due placement of concrete pump & concrete batch Mixer.


 Name & Signature of Contractor

Annexure 6: Consent of Shop owners (2 APs) on Proposed works schedule of Contractor in Jwalaji project

हमलोग अपने वैकल्पिक दुकान में नगरपालिका द्वारा किसे गए MOU के तहत Shift हो गए। श्रमान्तरण के समय किसी तरह का प्रभाव न पड़ा। वैकल्पिक दुकान भी पूर्व के दुकान के पास ही है।

MOU के तहत मार्च 2017 तक प्रोजेक्ट के तहत नई दुकानें बनने की बात कही गई थी, जिसमें विलम्ब हो चुकी है। हमलोगों का व्यवाय का इस समय पीक सीजन चल रहा है जो कि सितम्बर तक चलेगा।

आत! परियोजना के तहत यदि नई दुकानें पुनः शुरू हो सकेंगी तो हमलोगों को सुकुरेंड कर दिया जाए तो व्यवाय और भी सुगम हो सकेगा।

Sanjeev Kumar
13-4-2017.

Sanjeev Kumar
13-4-2017.

Transcript

We have shifted to our alternate shops as per the MOU entered with Nagar Palika, shifting has not caused any impact on us as our alternate shops are very close to our old shops. If the new shops are completed and handed over to us before September that will be of great help.

Annexure 7: Concurrence of shopkeepers for carrying night works in Jwalaji project

मंदिर दर्शन के लिए आ रहे दर्शनार्थी को स्थान में
रहकर तथा मंदिर मार्ग के दोनों तरफ व्यवसाय
कर रहे दुकानदारों के व्यवसाय को स्थान में नुकसान
निम्न होना दिख गए दिशा - निर्देश के अनुसार
परियोजना में लगे दीर्घकाल होना मंदिर मार्ग में
नालों तथा कुंजी या ज़िर्गोथार की रीत के
समय किया जाएगा।

1	श्री. सतगुरु लाल खुरद	<u>Sharma</u>
2	जय दुर्गा बैंगन व डाल	<u>Sharma</u>
3	गोविंद प्रसाद गोठार	<u>Sharma</u>
4	बाजी बैंगन स्वेटर	<u>Sharma</u>
5	सुनारी गौतम लाल	<u>Sharma</u>
6	मेरी स्वेटर	<u>Ric</u>
7	विजय प्रसाद गोठार	<u>Sonu</u>
8	काजल प्रसाद गोठार	<u>Kanil/Kishor</u>
9	लिलक राज प्रसाद गोठार	<u>Tilp Raj</u>
10	नरेश रीटवाल	<u>Kapil</u>
11	<u>Sharma</u> MAYUR STUDIO	<u>Sharma</u>
12	<u>Sood</u> Modless	<u>Sharma</u>
13	<u>Arjun</u> Kumar	<u>Sharma</u>
14	<u>Arjun</u> Kumar	<u>Sharma</u>
15	<u>Arjun</u> Kumar	<u>Sharma</u>
16	RISHI CHAND	<u>Rishichand</u>
17	N. K. Electronics	<u>Sharma</u>
18	N. K. Electronics	<u>Sharma</u>

10. Sharma Sharma
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Transcript

To avoid the inconvenience to the Tourist/Pilgrims and surrounding Commercial establishment, Contractor will carry civil works in Mandir Marg at night times for renovation of Canopy and drain as per instruction of Project Management Units.

**Annexure 8: Written assurance from Assistant Commissioner Temple-cum-SDO
(Dharamshala)**


UNDERTAKING

Certified that one running existing shop at present in the land of Bhagsu Nag Temple, Dharamshala where the ADB funded Project is proposed to be constructed.





1. Sh. Bihari Lal S/o Machlu R/o Village Bhagsu Nag Tehsil D/shala

The alternate space on market rent will be providing to the Running Shopkeeper at newly constructed shop in Bhagsunag. So, that their livelihood may not be effected. The Bhagsu Nag Temple is the line agency for the construction of conserving prominent temple precincts and upgrading urban infrastructure under ADB funded project.

No. 1523/SDA-BC, Dated 27-02-2016


Assistant Commissioner Temple –cum-
Sub Divisional Officer (c)
Dharamshala

Annexure 9: Summary of Consultations with the AP in Dharamshala project

Date	Location	Participants	Issues Discussed	Summary of Consultation/Decision taken	Photographs	
06.01.16	AghanjarM ahadev, Bhagsu Temple Chowks areas, DC Office, Park, Tulip Garden	Visitors, Shopkeepers and other Stakeholders	ADB Safeguard Policy and R&R provision	Shopkeepers expressed satisfaction to know that compensation provision for the disturbances.		
24.04.16	Bhagsu Temple	AP	Replacement value and provision of alternate shops	They have agreed for shifting in the alternate shops which will be provided by the Temple Trust.		

Transcript

On dated 19.04.2016, "Markandeya Parbandhank Seva Samiti" organized a meeting with the Kiosk owners and informed them about the ADB assisted proposed works for Markandeya Temple premises. Committee informed them that during construction of New Shops and upgradation of surfaces, their hut /kiosks need to be relocated from present location.

Committee informed them that alternate location will be provided to all of them for continuing their livelihood and that will be done before 15th May, 2016.

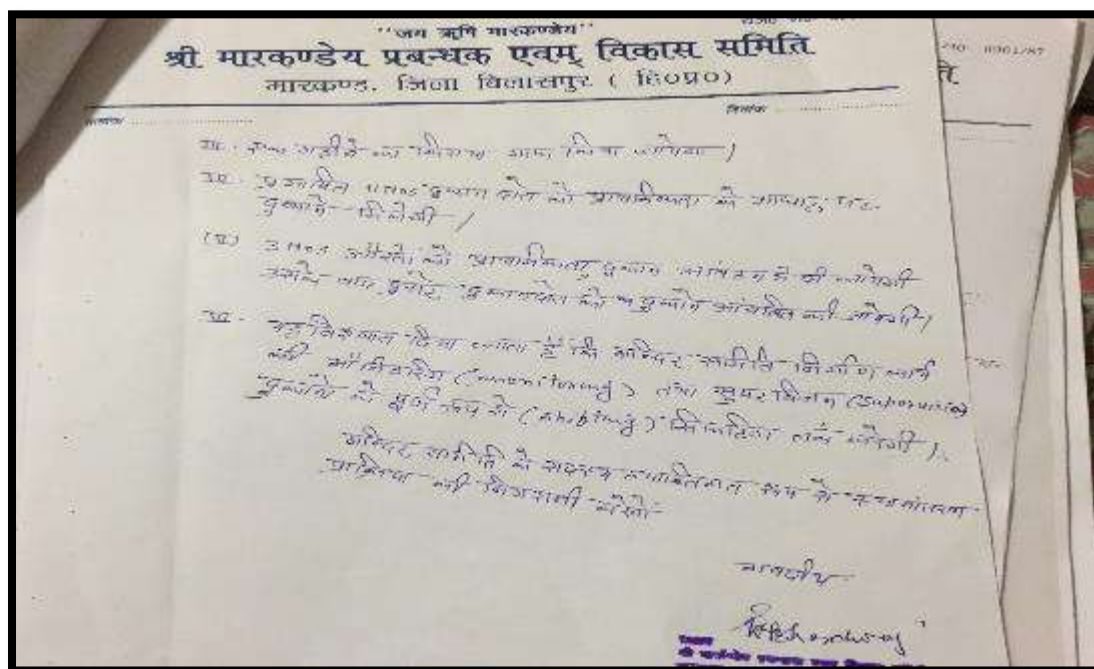
One month rent will not be taken from Kiosk owners during shifting and all APs will be allotted new permanent shops, which will be constructed under the project.

All the Kiosk owners have accepted the proposal unanimously.

Attendance Sheet:

SN	Name	Designation
1	Sh. Rajendra Pal	Kiosk owners
2	Sh. Subhash Chandra	
3	Sh. Ramesh Chandra	
4	Sh. Shashi Pal	
5	Sh. Kala Ram	
6	Sh. Anantram	
7	Ms. Rampyari	
8	Ms. Pyasa Devi	
9	Ms. Suneil Begam	
10	Sh. Amin	
11	Sh. S. P. Bhardwaj	Members, Markandeya Prabandhak Seva Samiti
12	Sh. Baburam	
13	Sh. S. R. Kashyap	
14	Sh. R. C. Sharma	
15	Sh. M. R. Sharma	
16	Sh. Sunil Koul	TL, PMC/DSC
17	Ms. Priyanka Khanghta	Safeguard Specialist, PMU
18	Sh. Arun Sood	Marketing & Training Officer, PMU
19	Sh. J. D. Singh	Social Safeguard Specialist, DSC

Special Invitee: Ms. Tripta Devi, Pradhan, Village Panchayat, Makri Markandeya



Transcript

This is regarding implementation of sub-project Rejuvenation of the Markandeya Temple Precincts, which involves temporary shifting of 11 Affected Persons (APs) to the temporarily constructed Kiosks and shifting back to the permanently constructed shops, for smooth implementation of the sub-project.

In this connection, I would like to state that the shifting of APs from proposed sub-project location to the temporarily constructed Kiosks was completed on dt 15.05.2016 with due support from the Temple Trust. And as per our discussions earlier regarding additional support and assistance to be provided to all 11 sub-project Affected Persons (APs), during their shifting from the existing temporarily built structures to the permanent well-structured shops, it is assured that the same approach will be followed for the re-shifting from temporary structures to the permanent shops. The supports provided in earlier shifting covered –

- Shifting assistance to all APs by the Temple Trust
- Shifting on a non-working/lean day
- One month rent to be waived off.

It is further added that all 11 APs will be accommodated in the newly constructed shops on priority.

It is again assured that the Temple Trust members will personally monitor and supervise the entire shifting process.

Annexure 12: Letter of Satisfaction by APs in Markandeya project

"जय ऋषि मारकण्डेय" रजि० न०: 5901/87

श्री मारकण्डेय प्रबन्धक एवम् विकास समिति
मारकण्ड, जिला बिलासपुर (हि०प्र०)

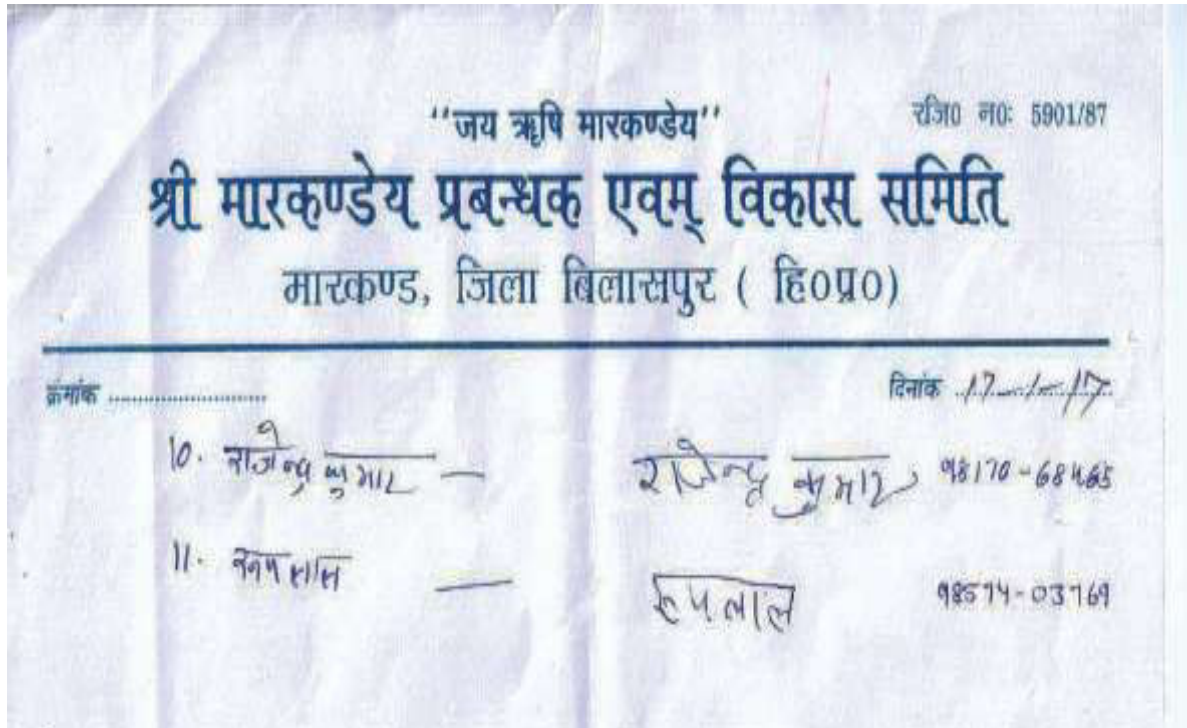
क्रमांक दिनांक 17.07.2017

हम सभी पुष्पागार जो अप्रैल 2015 को निर्माण के कारवाय में जगह तय करील
हूँ मैं तथा इस लवकीली के कारवाय में विनोद लोखरी सुहालेयत प्रकाश को श्री

1. जगह/पुष्पागार की लवकीली के लिए समिति ने रुक भास को
बिरासा भास किया था।
2. मन्दिर समिति की तरफ से पुष्पागार लवकीली में साहायता मिली थी।
3. पुष्पागार के सामान की लवकीली छुड़ी कोल दिन हुई थी तथा इस
कारवाय में हमारे कारोबार पर कोई बाधा नहीं पड़ा था।
4. हमें मन्दिर समिति की तरफ से विश्वास दिलाया गया था कि
इसी प्रकार पुष्पागार के निर्माण के बाद पुनः हमें पुष्पागार में
परिवर्तन करने के लिए अपर लेखित रुक गैर-बाध के अनुसार
सहायता मिलेगी।
5. इस परिवर्तन से हमें कोई नाराजगी/असुविधा नहीं है। तथा
परिवर्तन के बाद भी हमें कोई बाधा नहीं है। हमें समिति के
निर्णय के सहमत है तथा हमारी कोई नाराजगी नहीं है।
6. निर्माण कार्य के चलते हमारे व्यापकताय के कोई
अड़चन नहीं आ रही है।

सभी पुष्पागारों के नाम तथा हस्ताक्षर निम्न है।

नाम	हस्ताक्षर	सौं न.
1. श्री शी याल	98255 33586	
2. लाला/आसीन	9817105416	
3. लाला मोन	अनन्त शम - 96255 33324	
4. अमन मोन	सुनील वेगम - 88949-24499	
5. शहील वेगम	राम लाल - 88949-48536	
6. राज लाल	राम लाल - 88949-48536	
7. लाला देवी	राम लाल - 88949-48536	
8. रमेश चन्द	Amol Kumar (मोटा) 70181-07110	
9. पुष्पागार चन्द	राम लाल - 98171 - 19232	








Transcript



We all shop occupants who have been shifted to the new location were given the following assistance:



1. Temple Trust had waived off 1 month rent.
2. Trust had provided shifting assistance.
3. Shifting was done on a non working day and had no negative impact on the shopkeeper's livelihood.
4. We, the kiosk occupants were given assurance that same assistance will be provided to us for shifting again when the new permanent shops are constructed.
5. We are happy and satisfied with the shifting.
6. There is no negative impact of the ongoing construction work on our trade and livelihood.



All Kiosk occupants

Annexure13: Summary of Consultation in Markandeya project

Date	Location	Participants	Issue Discussed	Summary of Consultation/ Decision taken	Photographs	
23.08.14	At the temple complex	Markandeya Parbandhank Seva Samiti, Kiosk owners	An informal FGD/Individual interviews were done with various stakeholders at that site to discuss the scope of work along with the additional requirement from them.	The inputs were taken from the participants and were incorporated in the SAR and DPR.		
30.8.14	At the temple complex	Temple Trust members & Kiosk owner/APs	Identification of possible affected persons	Sub-project components were broadly discussed and possible impact assessed. APs were identified and listed.		
29.02.16	At the temple complex	Markandeya Parbandhank Seva Samiti	Scope of work were discussed as per the DPR and the requirements for the preparation of Social/ Environmental documents	The Samiti members requested to have detailed discussions with the Samiti members and the Kiosk owners.		

Date	Location	Participants	Issue Discussed	Summary of Consultation/ Decision taken	Photographs	
04.03.16	At the temple complex	Markandeya Parbandhank Seva Samiti, Village Panchayat, Kiosk owners.	<ul style="list-style-type: none"> Awareness and scope of the project and development components. Type of Losses and Entitlement Provision. Mitigation measures to avoid temporary losses. Procedure of Grievances Redress Mechanism. 	<p>The Kiosk owners informed that they are paying Rs. 800/meter as a rent in the month of April (Baishakhi) and rest of the month rent is Rs100/meter. They are involved in these activities from 5 to 20 years.</p> <p>The Samiti members were aware of the scope of work and the same was reiterated. They showed the 11 months Contract that the existing Kiosk owners have signed on renewable basis regularly. The MoU clearly states that for any developmental work the kiosk owner would temporarily shift the Kiosk till the work is completed.</p> <p>The Kiosk owners were already aware of the proposed project. The existing MoU signed with</p>		

Date	Location	Participants	Issue Discussed	Summary of Consultation/ Decision taken	Photographs	
				the Kiosk owners and the Samiti members were discussed. They all in unison are agreeable to temporarily shifting during the construction phase without asking for any shifting cost. The only assurance they required from the Committee in written was that they would be offered on preference once the permanent shops were built.		
19.04.16	At the temple complex	Markandeya Parbandhank Seva Samiti, Village Panchayat, Kiosk owners.	Alternate Location for Tenants, Allotment of new shops of the Tenants, Operation and Maintenance of Project Assets.	Kiosk owners informed that they all are agreed to shift the new location identified by the Committee and requested to provide new shops (Will be constructed by the project). Committee members informed that alternate location will be provided to AP's till the construction of new shops and one month rent will not be taken		

Date	Location	Participants	Issue Discussed	Summary of Consultation/ Decision taken	Photographs	
				from them during shifting. The alternate location was identified and the Kiosk owners showed their consent to temporarily shift to the new location. The decision was taken for considering their temporary disruption of livelihood during shifting.		
13.06.16	At the temple complex	Temple Trust Members & APs	The assistance provided to them, further on the sub-project components, on SWM & sanitation at the site.	Kiosk owners confirmed assistance from the Temple Trust for shifting, on waiving off of one month rent & that they are happy & satisfied. APs socio-economic status was re-confirmed.		
30.08.16	At the temple complex	Temple Trust Members & APs	Presenting the mitigation plan for second time shifting, on O&M of the amenities being developed,	They accept the mitigation plan of shifting & re-shifting with the given conditions. Would take care of the amenities being provided & take care of site sanitation.	