

Resettlement Plan

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Prepared by the State Investment Program Management and Implementation Unit (SIPMIU),
Urban Development Department, Government of Mizoram for the Asian Development Bank.

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CURRENCY EQUIVALENTS

(as of 9 June 2015)

Currency unit	–	Indian rupees (Re/Rs)
Re1.00	=	\$ 63.94680
\$1.00	=	Rs 0.01564

ABBREVIATIONS

ADB	–	Asian Development Bank
BPL	–	below poverty line
CPR	–	common property resource
DSMC	–	Design Supervision and Management Consultants
FGD	–	focus group discussions
GoI	–	Government of India
GRC	–	Grievance Redressal Committee
LARR	–	Land Acquisition, Rehabilitation and Resettlement (Act)
NGO	–	non-government organization
NRRP	–	National Resettlement & Rehabilitation Policy
NERCCDIP	–	North Eastern region Capital Cities Development Program
PRA	–	participatory rural appraisal
SIPMIU	–	State Investment Program Management and Implementation Unit
TOR	–	terms of reference
UD&PA	–	Urban Development and Poverty Alleviation
WHH/FHH	–	woman-headed household/ female-headed household

WEIGHTS AND MEASURES

Cm	–	Centimeter
dbA	–	Decibels
dia.	–	Diameter
Ha	–	Hectare
Kg	–	Kilogram
km	–	Kilometer
l	–	Liter
m	–	Meter
m ²	–	square meter
m ³	–	cubic meter
mg/l	–	Milligrams per liter
ml	–	Milliliter
MLD	–	million liters per day
mm	–	Millimeter
sq. km.	–	square kilometers
sq. m.	–	square meters
µg/m ³	–	micrograms per cubic meter

GLOSSARY OF TERMS

Land Acquisition means the process whereby land and properties are acquired for the purpose of the project construction.

Baseline Socio-economic Sample Survey The purpose of the baseline socioeconomic sample survey is to establish monitoring and evaluation parameters, it will be used as a benchmark for monitoring the socio-economic status of project affected people. The survey will cover 10% of affected people and 20% of vulnerable (severely affected) people. The survey will also collect gender-disaggregated data to address gender issues in resettlement. The survey will carry out the following: (i) preparation of accurate maps of the sub-project area; and (ii) analysis of social structures and income resources of the population.

Census The purpose of the census is to register and document the status of potentially affected persons within the sub-project impact area. The census will cover 100% of APs. The census will provide a demographic overview of the population, and will cover people's assets and main sources of livelihood.

Compensation means payment in cash or in kind of the replacement value of the acquired property.

Displaced Persons (DPs) means those who are physically displaced (relocation, loss of residential land, or loss of shelter) and / or economically displaced (economically displaced (loss of land, assets, access to assets, income sources, or means of livelihoods) as a result of involuntary acquisition of land.

Economic Displacement means loss of productive land and/or 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.

Valuation Committee (VC) means the committee established for determination of the amount of compensation.

Grievances Resolution Committee (GRC) means the committee established to resolve local grievances.

Severely Displaced Person means those DPs who lose 10 percent or more of their total productive assets or those physically displaced from their household.

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

Resettlement means all the measures taken to mitigate all or any adverse impacts of the project on the DPs property and/or livelihoods including compensation, relocation (where relevant), and rehabilitation.

Relocation means the physical displacement of DPs from their pre-project place of residence.

Rehabilitation means the measures provided under the resettlement plan other than payment of the compensation of acquired property.

Vulnerable Groups: This means any people who might suffer disproportionately or face the risk of being marginalized from the effects of resettlement including: female-headed households without economic support, marginalized ethnic groups, minorities, elderly, disabled, indigenous peoples, poor (living below poverty line, landless or households losing 100% of total landholdings, particularly those totally dependent on agriculture for livelihood), as well as remote villages.

NOTE

- (i) In this report, “\$” refers to US dollars

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EXECUTIVE SUMMARY

1. **Background.** The North Eastern Region Capital Cities Development Investment Program (NERCCDIP) envisages achieving sustainable urban development in the project cities of Agartala, Aizawl, Kohima, Gangtok and Shillong through investments in urban infrastructure. Urban infrastructure and services improvement is proposed in the following sectors (i) water supply, (ii) sewerage and sanitation, and (iii) solid waste management. The expected impact of NERCCDIP is increased economic growth potential, reduced poverty, and reduced imbalances between the North Eastern Region (NER) and the rest of the country. NERCCDIP is being funded under the multi-tranche financing facility (MFF) of ADB. A solid waste management subproject is proposed for Aizawl under Project 3 of the MFF.
2. **Subproject Description.** Proposed components of the Aizawl solid waste management subproject include: (i) collection (including primary collection) and transportation of waste; (ii) a resource management centre; (iii) 2 nos 11 TPD vermi-compost plants; (iv) 1 no. 50 TPD mechanical compost plant; (v) a sanitary landfill, planned for 5 years, with other Infrastructure facilities and buffer zone, and (vi) closure of Aizawl's existing solid waste dump site.
3. **Resettlement Plan.** This Resettlement Plan (RP) is prepared for the Aizawl solid waste management subproject, proposed for funding under Project 3 of the MFF for NERCCDIP. The RP is prepared on the basis of the updated Detailed Project Report (DPR) prepared for Aizawl solid waste management subproject.
4. **Scope of Land Acquisition and Resettlement.** The scope of land acquisition and resettlement is identified based on field visits to the project area sites. A total of 12.95 ha of private and government land has been obtained for the subproject, of which 4.429 ha is purchased through negotiation from 2 landowners, and 3.306 ha is obtained from 3 government land lessees. Eminent domain was not exercised in obtaining land. All land was obtained from landowners who were willing to sell their land; forcible acquisition of land was avoided (footnote 6). None of the landowners/lessees are poor or vulnerable. Potential livelihood impacts to 59 ragpickers have been identified, belonging to 33 households. Permanent impacts to livelihoods can be avoided by providing affected ragpickers employment opportunities in the new facilities created under the project. Temporary impacts to livelihoods can be avoided/minimized through careful scheduling of works and timely placements of APs in project-related jobs, i.e., by avoiding a time lag between commissioning of facilities and recruitment.
4. **Categorization.** The subproject is classified as "Category B" for Involuntary Resettlement (IR) impact as per ADB's Safeguard Policy Statement (SPS), 2009.
5. **Consultation and Disclosure.** Goals and objectives of the project have been disclosed to stakeholders (beneficiaries and affected persons) through public consultations and focus group discussions.
6. **Institutional Setup.** The Ministry of Urban Development (MOUD) is the national-level executing agency (EA) of the Program. SIPMIUs will be responsible for overall program implementation, monitoring, and supervision. The SIPMIU will have a Social Development (& Safeguards) Officer (SDO) responsible for RP implementation and reporting to ADB. Design Supervision Management Consultants (DSMC) with resettlement specialists on the team have been engaged to facilitate the planning, implementation and monitoring of the subprojects along with the SIPMU staff.

6. **Resettlement Budget and Financing Plan.** The resettlement cost for the subproject is estimated at INR 12.5 million including contingency which will be met from SIPMIU and counterpart (government) funds.

I. PROJECT DESCRIPTION

A. Introduction

1. The North Eastern Region Capital Cities Development Investment Program (NERCCDIP) envisages achieving sustainable urban development in the project cities of Agartala, Aizawl, Kohima, Gangtok and Shillong through investments in urban infrastructure. Urban infrastructure and services improvement is proposed in the following sectors (i) water supply, (ii) sewerage and sanitation, and (iii) solid waste management. The expected impact of NERCCDIP is increased economic growth potential, reduced poverty, and reduced imbalances between the North Eastern Region (NER) and the rest of the country. The expected outcomes of the Investment Program will be an improved urban environment and better living conditions for the 1.65 million people expected to be living in the NERCCDIP cities by 2018. To this end, NERCCDIP will (i) improve and expand urban infrastructure and services in the cities including slums and (iii) strengthen urban institutional, management, and financing capacity of the institutions, including the urban local bodies. Based on considerations of economic justification, absorptive capacity of the implementing agencies and sustainability, sub-projects have been identified in each city in the priority infrastructure sectors. NERCCDIP is being implemented over a six year period starting 2010, and is funded by a loan through the Multitranches Financing Facility (MFF) of ADB.

2. A Detailed Project Report (DPR) and Resettlement Plan (RP) were developed for Aizawl solid waste management subproject in the last quarter of 2010. This updated Resettlement Plan (RP) is prepared for the Aizawl solid waste management subproject, proposed for funding under Project 3 of the MFF for NERCCDIP. The RP is prepared on the basis of the updated Detailed Project Report (DPR) prepared for Aizawl solid waste management subproject. The subproject is classified as "Category B" for Involuntary Resettlement (IR) impact as per ADB's Safeguard Policy Statement (SPS), 2009. The RP will be updated and reconfirmed for the final IR impacts before start of civil works. The final RP will be reviewed and disclosed on MoUD and ADB websites. The IA is responsible to hand over the project land/site to the contractor free of encumbrance.

B. Proposed Subproject Components

3. Proposed components of the Aizawl solid waste management subproject include: (i) collection (including primary collection) and transportation of waste; (ii) a resource management centre; (iii) 2 nos 11 TPD vermi-compost plants; (iv) 1 no. 50 TPD mechanical compost plant; (v) a sanitary landfill, planned for 5 years, with other Infrastructure facilities, and (vi) closure of Aizawl's existing solid waste dump site.

4. Measures to minimize involuntary resettlement impacts include identification of land owned by a few (2) private landowners and plots of government land on periodic lease by 3 persons for proposed subproject facilities, and taking steps to ensure employment opportunities at the new facility site for persons whose livelihoods are likely to be affected by the subproject.

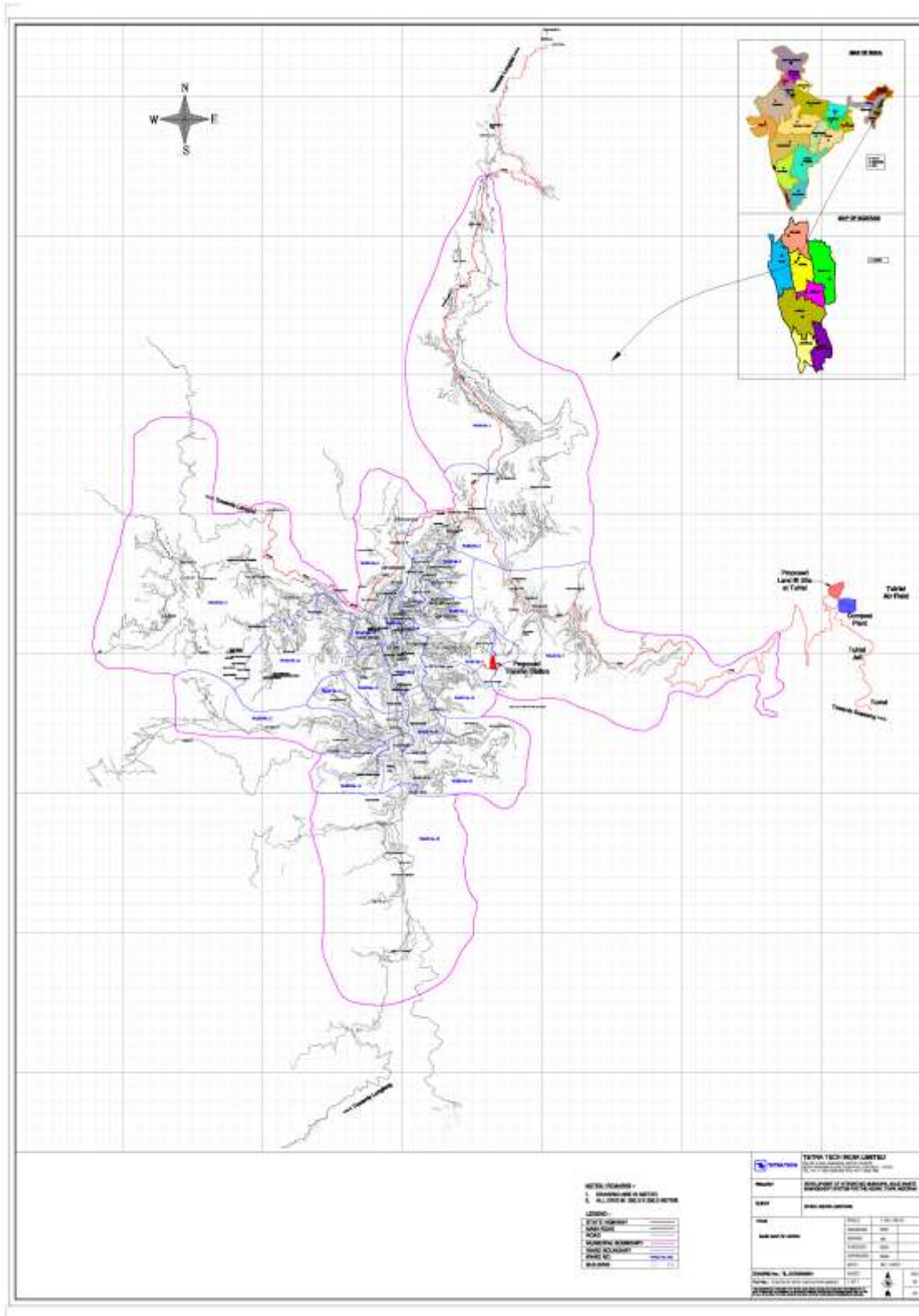
C. Objectives of Resettlement Plan

5. This Resettlement Plan (RP) is prepared for investments proposed for the Aizawl solid waste management subproject components, under Project 3 of the loan. It addresses the IR impacts of the proposed subproject and is consistent with the Resettlement Framework and ADB's SPS 2009.

6. This RP is prepared in accordance with ADB SPS requirements for IR Category B projects and to meet the following objectives:

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

Figure 1: Location Map of Aizawl and Map showing boundary of Aizawl Municipal Corporation and its wards



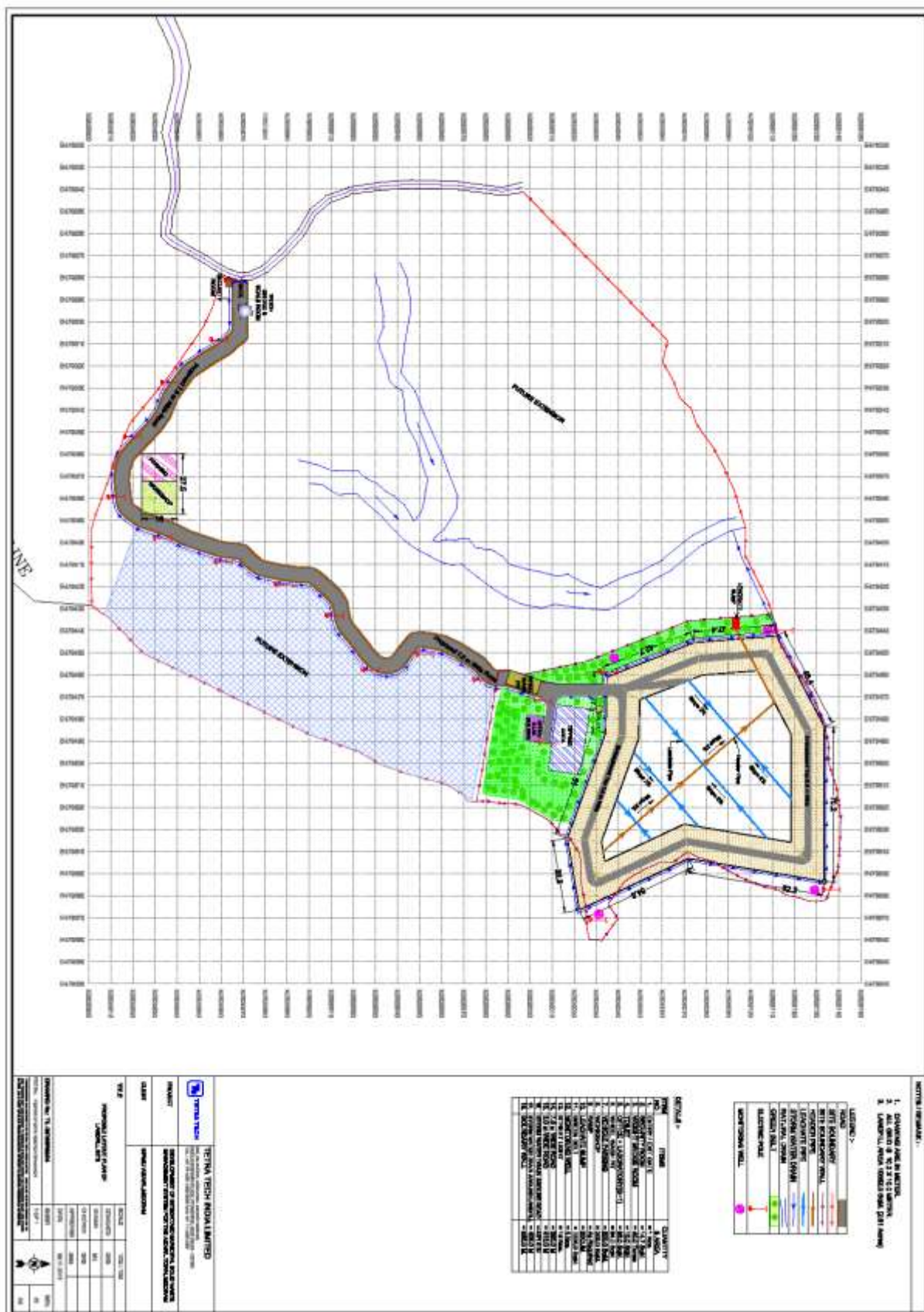


Figure 3: Google Map showing location of proposed subproject components at Tuirial



II. SCOPE OF LAND ACQUISITION AND RESETTLEMENT

7. The scope of land acquisition and resettlement is identified based on field visits to subproject sites and consultations. Proposed interventions and their potential IR impacts are presented sub-project component-wise, in **Appendix 1**.

8. The subproject components were initially estimated to require 3.26 Ha (32651 sq. m) to accommodate the proposed components - landfill (for 5 years), resource management centre, compost plants etc. Later, it was estimated that a total 5.64 Ha (56432 sq. m) would be required for the proposed components and for parking, internal roads and other facilities. A total of 7.736 Ha (77366.26 sq. m) land was obtained from private landowners and lessees of government land. Of the total land obtained from private owners and lessees, 4.429 Ha (44293.46 sq. m) of land was acquired from 2 private owners; and 3.306 Ha (33060.95 sq. m) land obtained from 3 lessees of government land.¹ In addition, 5.22 Ha of adjacent, vacant government land was added by the Revenue Department, giving a total of 12.95 Ha for the proposed solid waste facilities for Aizawl, obtained from private landowners, lessees of government land and government, keeping in mind the need for future expansion (after 5 years) and need for a buffer zone. The process of identifying and obtaining land was initiated in 2011, in anticipation of ADB funding. The process of acquisition involved: (a) consultation to seek landowners' consent / willingness to sell land; (b) seeking written commitment from landowners indicating their willingness to sell the land and the expected price for their respective parcels; (c) approaching the Deputy Commissioner and land surveyor to verify ownership and area of each parcel, whether disputed or clear title, and obtain the land at the quoted price;^{2 3} (d) Settlement to landowner/lessee;⁴ and (e) third party oversight of process and certification. No outstanding complaints were encountered during consultations with land owners/lessees and due diligence conducted.. During field visit, it was observed that the land purchased in 2013 continues to be vacant; fencing work is presently under way. Two landowners were willing to sell their land parcels and the three lessees willing to relinquish their leased land.^{5 6} The landowners/lessees

¹ The entire land parcel of each landowner/lessee at the location was obtained keeping in mind the potential future lowering of land prices in the vicinity of the proposed landfill.

² The practice of purchasing land through the Deputy Commissioner is followed by SIPMIU, Aizawl to ensure that land documents are authentic, proper survey is conducted by a government land surveyor, and verify that the land is dispute free. Payment for the land parcels to affected landowners was made on 28 March 2013, and issue of provisional land lease certificate for lands obtained from private owners/lessees and additional, adjacent government land measuring 12.95 Ha was undertaken by the Land Revenue and Settlement Surveyor on 2 August 2013. The temporary / provisional lease certificate was issued for a period of six months and the land ownership document is under process by the land revenue department.

³ An important aspect related to land transactions in the state is that market rate cannot be readily surveyed and ascertained, unlike other states. Price is usually fixed by the landowner. The only record of land price is available with the Land Revenue Department which is published in The Mizoram Gazette Extraordinary, which is low. When SIPMIU approached DC for acquisition, the government rate derived from the Gazette was low, hence the landowners/lessees were asked to conduct their own assessment and quote a lump sum amount inclusive of the cost of structures and trees, if any, for the concerned land parcels. The landowners themselves determined the price. The land revenue department and SIPMIU accepted the quoted price of each landowner/lessee. Independent due diligence activity had been conducted and all of the affected land owners and lessees confirmed to be satisfied with the compensation received.

⁴ In Mizoram, land valuation of agricultural land (periodic patta) for Grade I, II and III is published in The Mizoram Gazette. However, for Grade VI (land without approach road), land valuation is not published. The concerned land with unexpired lease fell under this category. Normally, valuation is undertaken only for trees and crops in such cases. However, in this case, the three lessees were asked to specify land valuation including value of trees and structures, if any.

⁵ In Mizoram, possession of Land Settlement Certificate (LSC) signifies land ownership. The Mizoram Gazette Extraordinary publishes the land valuation per hectare for agricultural land (LSC) from time to time. The last such notification was published on 27.6.2014, which specified the land valuation per hectare for agricultural land (LSC)

did not depend on the purchased land for their livelihood; some of them had planted fruit trees and timber trees on their respective lands. None of the affected persons are rendered landless due to land acquisition, as they have alternate lands in their possession. None are found to belong to vulnerable groups/categories. All proposed/new subproject components are proposed within the boundaries of the acquired land. Proposed subproject components and their impacts/potential impacts on land acquisition and resettlement is summarized in Table 1.

Table 1: Subproject components and their land acquisition and resettlement impacts

S. No.	Category	Impact
1	Land purchase from private landowners (Ha)	4.429
2	Government land obtained from private lessees (Ha)	3.306
3	Transfer of government land (Ha)	5.22
4	Temporary land acquisition (Ha)	None
5	Affected landowners (no. of titleholders)	2
6	Affected lessees (no.)	3
7	Affected non-titleholders	None
8	Affected temporary structures	1 (on one of the purchased private land parcels)
9	Affected trees	395
10	Affected crops	None
11	Potential impacts to livelihoods (No. of persons)*	59 (33 full-time and 26 part-time ragpickers)
12	Vulnerable persons with potential livelihood impacts (No.)*	59 (ragpickers)

Source: Socio-economic survey of landowners, 2011 and socio-economic survey of ragpickers, 2015

Note: *Permanent impacts to ragpickers' livelihoods on closure of the existing solid waste dump site to be avoided: (a) by ensuring that works at the new/proposed site are completed and commissioned before works related to closure of the old solid waste dump site are taken up; and (b) by accommodating the ragpickers in jobs created at the new landfill site, compost plants and resource management centre. Temporary loss of income to the ragpickers to be avoided by providing them opportunity for placement in the jobs created as soon as the new facilities are commissioned. Written commitment/assurance has been received from AMC stating that the 59 ragpickers identified through the survey will be given jobs at the new facility site (Annexure 5A to DDR). Placement and transition of ragpickers to the jobs will be carefully monitored by SIPMIU.

9. Land for the proposed solid waste management facilities for Aizawl was obtained after establishing willingness of the concerned landowners to sell the identified land and that of lessees to relinquish their lease rights. Copies of the Section 4 notice, declaration of no objection, land pass and agreements with landowners are attached in Annexure-1 to the Due

for Grade III land (higher grade land than the affected LSC land) as Rs. 20 per hectare with effect from 1.4.2014 (Source: Government of Mizoram, 2014, The Mizoram Gazette, Extraordinary, Vol XLIII, Aizawl, 27.6. 2014, Issue No. 307). The amount paid to each of the owners in 2013 was higher than the 2014 rate. The variation in rate between the two land sellers was due to a subjective assessment of loss by the two owners. Presence/absence of approach road and the extent of development work (tree plantation, construction of structures etc.) undertaken on their respective lands were considered by the two owners in arriving at their respective quoted prices.

⁶ Periodic patta (PP) is a specific term (generally valid for a period of 5 years) lease document issued by government to people who apply for such lease. The lessee pays annual land revenue to government, which depends on the land classification (type/grade of land) and a renewal fee for land lease whenever the lease expires. The land revenue and renewal fee payable is published as a notification by Government of Mizoram from time to time in The Mizoram Gazette Extraordinary. The last such notification was published on 27.6.2014, which specified the land valuation per hectare for periodic patta for Grade III land (higher grade land than the affected PP land) as Rs. 10 per hectare with effect from 1.4.2014 (Source: Government of Mizoram, 2014, The Mizoram Gazette, Extraordinary, Vol XLIII, Aizawl, 27.6. 2014, Issue No. 307). The amount paid to each of the lessees in 2013 was higher than the 2014 rate. The variation in rate between the three lessees was due to the varying loss of trees on their respective lands, and was based on a subjective assessment of loss by each of the lessees.

Diligence Report (Appendix 6).⁷ All landowners/lessees reside in Aizawl city. Although these lands are situated outside the AMC area and each of the concerned land passes issued by the Revenue Department classifies the land parcels as garden land area, none of the land is/was garden/agricultural land and none of the landowners dependent on agricultural activities for their livelihood. The affected land parcels comprise lands free of encroachers/squatters/informal users; and no income loss is anticipated for all affected households who will lose land/leases. One temporary structure on a private landowner's site was affected. Landowners and lessees who grew fruit/timber trees on their respective lands were compensated for the same; the compensation paid to each owner/lessee was inclusive of the cost of trees and structure, as applicable to each site. There are no settlements or human receptors within 200 meters of the site.

10. Payments to the 2 affected landowners and the 3 affected lessees at the quoted/agreed rate have been made through the competent authority (Deputy Commissioner of Aizawl). Ownership transfer to Urban Development and Poverty Alleviation (UD&PA) Department, Government of Mizoram (GoM) is under progress with the Land Revenue Department. Provisional Land Lease Certificate (valid for 6 months) to UD&PA Department (GoM) has been issued and is attached as Annexure-2 to the Due Diligence Report (DDR Appendix 6).⁸

11. Potential impacts to livelihoods of ragpickers have been identified, related to proposed closure of the existing AMC solid waste dump site. Permanent impacts to ragpickers' livelihoods on closure of the existing solid waste dump site will be avoided: (a) by ensuring that works at the new/proposed site are completed and commissioned before works related to closure of the old solid waste dump site are taken up; and (b) by accommodating the ragpickers in jobs generated at the new landfill site, compost plant and resource management centre.^{9, 10} Temporary loss of income to the ragpickers is possible if there is any delay in placement or recruitment to available jobs at the newly created/commissioned facilities. Hence, temporary loss of income to ragpickers is also to be avoided through timely recruitment to jobs created at the new facilities immediately on commissioning of works, thereby avoiding delays in placement. Socio-economic surveys and consultations with ragpickers were conducted over several days at the existing dump site, to ensure identification of all ragpickers. A total of 33 ragpickers (belonging to 33 vulnerable households) were identified, consulted and surveyed; in addition,

⁷ The Section 4 notice was initially issued to 6 persons. However, one of them was unwilling to sell his land; hence the project did not forcibly acquire his land. Land was obtained under LAA 1894, however, eminent domain was not exercised and it is evident that landowners had the right to refuse.

⁸ Certification of ownership of additional adjacent land (5.22 Ha) provided by the Revenue Department for the project and the land ownership document for the total 12.95 Ha (under process) will need to be appended to the DDR during RP finalization.

⁹ As per the Detailed Project Report for Aizawl solid waste management subproject, there will be requirement for a large number of unskilled workers at the facilities created under the proposed project: (i) the Resource Management Center is estimated to require about 50 unskilled workers, subject to increase later; (ii) the Mechanical Compost Plant will require an estimated 6 unskilled laborers; (iii) the Vermi Compost Plants will require an estimated 20 unskilled labor, subject to increase later; and the landfill will require 5 unskilled workers.

¹⁰ If an existing ragpicker chooses to move away from work at AMC's present dump site or from the ragpicking profession before construction completion and commissioning of works at the new site, the project will not undertake livelihood restoration for such a person. As per survey of ragpickers conducted in 2015, all identified full-time ragpickers and their family members (the part-timers) would prefer to work at the new facilities. This RP is prepared on the basis of socio-economic survey 2015 results. The final assessment related to livelihood restoration and compensation must be taken up in the Due Diligence Report to this RP, which will be updated before commissioning of the new, proposed works.

26 part-time ragpickers belonging to the same households were identified.¹¹ Safeguards monitoring will ensure that temporary income loss due to the closure of the existing site is avoided/minimized. The PD, SIPMIU supported by SDO SIPMIU and RS DSMC will be responsible for monitoring transition to new jobs for affected ragpickers. Out of the identified ragpickers, 5 are already employed in the resource management center for the solid waste management pilot project in Aizawl.¹²

12. For the proposed SWM subproject components in Aizawl, anticipated temporary impacts to indigenous peoples (IP) (rag pickers) are mitigated and included into this RP as part of vulnerable affected persons. No land acquisition of customary or ancestral lands involved in any of the subproject activities.

III. SOCIOECONOMIC INFORMATION AND PROFILE

A. Profile of Affected Persons

13. Obtaining land for the subproject components has affected 2 landowners and 3 lessees that belong to ST category, but they are not vulnerable indigenous people (IP) in the context of Mizoram. Due diligence on IP reveals that: (a) there will be no negative impacts to IPs or IP areas; (b) Scheduled tribe (ST) population is the majority beneficiary of positive impacts in Aizawl city, which has 92% ST population, triggering Category B for IP impacts. IP are the majority beneficiary in Aizawl, with only positive impacts identified as shown through due diligence. Therefore measures for IPs have been included in the overall project design in lieu of a separate IPP. The IPPF has been updated to ensure that any unforeseen impacts to IPs during project implementation are addressed.

14. The affected persons losing private land are Mizo, a general name encompassing all scheduled tribes in Mizoram, living in Aizawl city. The affected land parcels are not customary or ancestral land. Constitutional protection and programs for tribal development have brought significant changes since 1947, which have played a major role in improving the socioeconomic and political status of STs. In Mizoram, 99% of the people are STs and are therefore considered as part of mainstream society in the state. STs in Aizawl exhibit high literacy, are part of a mainstream religion (Christianity), and are represented in local decision-making bodies. Women in Mizoram are also active players in economic and governance systems. The proposed project site is 19 Km from Aizawl city core, but is located in the local council area of Zemabawk, within AMC limits. STs in the project area are living in urban setting of Aizawl Municipality and do not exhibit the distinct characteristics of a vulnerable IP within the context of Mizoram state.

15. In accordance with the involuntary resettlement principles relevant to this RP, the identified affected persons are entitled to a combination of compensation packages and

¹¹ The number (and list) of identified ragpickers (59 no.) has been sent to AMC by SIPMIU, which has provided written assurance that they will be provided employment opportunities at the proposed new facilities (Annexure 5A to Appendix 6, Due Diligence Report).

¹² The pilot project for solid waste management is being implemented with ADB funds in 5 local council areas (Laipuitlang, College Veng, Nursery Veng, Chawnpui and Kanan Veng) within Aizawl Municipal Council. The pilot aims to (i) promote an understanding of different kinds of waste and segregation of waste at source, (ii) educate and motivate people regarding conservation of solid waste to useful purpose; and (iii) generate awareness with regard to the 3 Rs (reduce, reuse and recycle) of waste management. A great deal of emphasis is placed on awareness generation and community involvement and participation. Five of the identified ragpickers at the existing dump site have been given priority for employment as waste segregation workers at the pilot resource management center. Employment has also been generated at the Vermizo Society Centre, a vermi composting centre with an area of about 540 sq. ft., at Lengpui, located about 35 Km from Aizawl.

resettlement assistance depending on the nature of ownership rights on lost assets, scope of impacts including socio-economic vulnerability of the affected persons and measures to support livelihood restoration, if livelihood impacts are envisaged. Affected persons meeting the cut-off date requirements (for title holders or lessees, the date of issuance of Section 4.1 of the LAA has been considered as the cut-off date, and for others (ragpickers), the last date of project census survey has been considered as the cut-off date). Any unforeseen impacts will also be compensated in accordance with the principles of this Plan.

16. Socio-economic survey of 2 affected landowners and 3 lessees was conducted in 2011. The average household size of is 7. All the affected landowners/lessees and their family members are literate. Socio-economic survey reveals that income level of affected landowner/lessee households ranges from INR 25,000 to INR, 50,000 per month. Hence, no landowner/seller/lessee household falls under BPL category and none are vulnerable.¹³ However, all the 5 affected landowners belong to scheduled tribes.¹⁴ As mentioned earlier, more than 99 percent of the population in Aizawl is scheduled tribe; these tribal groups are integrated in mainstream society. Summary of socio-economic profile of landowners is presented in Table 2. None of the households are classified as below poverty line (BPL), and none are headed by women. All affected households belong to scheduled tribes (ST). Majority of the affected persons preferred cash compensation as a resettlement option.

Table 2: Socio-economic profile of affected landowners/land pass holders

Name	Impact	Age	Family Size	Main	Other	Monthly Household Income (INR)	Literacy of HH members	Percent age of affected plot lost
Mr. B.Bualchhuak a)	Loss of private land	70	6	Pension	House rent	50,000	All HH members are literate	100%
Mr. B.Dawngliana	Loss of private land	70+	7	Business	House rent	Above 40,000	-do-	100%
Mr. Lalchhuana	Loss of leased land	40	9	Variety shop	-	25,000	-do-	100%
Mrs Lalzawni (1)	Loss of leased land	39	7	-do-	-	-do-	-do-	100%
Mr. Ramzauva	Loss of leased land	50	5	Fish business	-	30,000	-do-	100%

Source: Survey of APs, February 2011

¹³ Vulnerable households include vulnerable IP, woman-headed households, households with physically disabled member(s), and Below Poverty Line households.

¹⁴ The term "indigenous peoples" is used to refer to a distinct, vulnerable, social and cultural group possessing the following characteristics in varying degrees: (i) self-identification as members of a distinct indigenous cultural group and recognition of this identity by others; (ii) collective attachment to geographically distinct habitats or ancestral territories in the project area and to the natural resources in these habitats and territories; (iii) customary cultural, economic, social, or political institutions that are separate from those of the dominant society and culture; and (iv) a distinct language, often different from the official language of the country or region. In considering these characteristics, national legislation, customary law, and any international conventions to which the country is a party will be taken into account. A group that has lost collective attachment to geographically distinct habitats or ancestral territories in the project area because of forced severance remains eligible for coverage under this policy. ADB's indigenous peoples safeguards are triggered if a project directly or indirectly affects the dignity, human rights, livelihood systems, or culture of indigenous peoples or affects the territories or natural or cultural resources that indigenous peoples own, use, occupy, or claim as their ancestral domain. .

Note: (1) Mrs. Lalzawni's household is not female-headed. (2) Mr. Bualchhuaka has 1.9 Ha land at two other locations and Mr. Dawgliana has 21.4 Ha land at two other locations, on lease (periodic patta). Both landowners have lost 100% land owned by them. (3) The 3 lessees do not have any other agricultural land; however, they own and have Land Settlement Certificates for the land on which they have constructed their houses. (4) The urban poverty line for Mizoram in 2011-12 (year of survey) is Rs. 1155 per capita per month (Planning Commission, Government of India, 2013, Press Note on Poverty Estimates 2011-12). Hence, affected persons are not below poverty line. (5) Disclosure of AP names is not an issue with the concerned APs.

17. Socio-economic and inventory of loss survey of ragpickers was conducted on February 2015 to identify potential impact of loss of livelihood to ragpickers working at the existing AMC dump site. There is no likelihood of permanent loss of income to the ragpickers as the existing dump site will be closed only after the completion/commissioning of the proposed subproject components. The project will strive to ensure that potential temporary income loss is avoided/minimized, as discussed in earlier sections of this RP. The list and number of ragpickers at the existing dump site has been submitted to AMC to seek an assurance for employment opportunities for them. The Contractor will also be instructed to hire ragpickers interested to work as daily wage earners in project-related construction work, should the ragpickers be willing to take up such work. A preferential contract clause will be included, to this effect. The survey indicates that all the ragpickers are interested to undertake project-related work if employed under AMC in waste segregation, as their daily income will be stabilized and certain.¹⁵ Socio economic profile of rag pickers as per survey is depicted in Table 3. All identified ragpickers are vulnerable, comprising the poorest of poor in Aizawl; two of the identified ragpickers comprise female-headed households (i.e. households with multiple disadvantages), who will be given first priority in project-related employment.

¹⁵ There will be full-time jobs at the landfill site/Resource Management centre. The old site and new site are 500m-1 Km away from each other, depending on the route taken. The majority of ragpickers presently stay 1-2 Km from the site and walk to the site. A few stay far and use existing public transport facilities on the National Highway 52, next to the site and travel 12-13 Km to reach the site. Transport costs are therefore not likely to be an issue, as they may continue to use the same facility to access the site.

Table 3: Socio-economic profile of ragpickers

	Name	Age	Gender M/F	Family size	Address/ contact no.	Average Daily Income	Regular/ Not regular/ seasonal	Remarks
1	Lalduhkimi	25	F	6	H. No.33, Zemabawk, Aizawl. Ph: 8730839340	300	Regular	Husband also works as ragpicker
2	K. Lalpianpuia	30	M	7	Zemabawk South. Ph: 8575821337	500	Regular	
3	Lalzuidika Chhangte	51	M	6	Zemabawk South	200	-do-	2 sons work in a tea stall
4	Lalhmuakkimi	47	F	8	-do- Ph: 8974405755	300	-do-	Husband also works occasionall y with children as ragpicker
5	Lalbiakmawii	47	F	4	Airfied Veng, Ph: 8731004203	200 to 300	-do-	Husband also works as ragpicker
6.	Lalchhanhima Sailo	37	M	7	Zemabawk North, Ph: 8794335506	300	-do	Wife also works as ragpicker
7.	Nunthianglimi	45	F	5	Airfield Veng Ph: 8731004203	150 to 200	-do-	Husband also works as ragpicker.
8.	Zamnangthanga	60	M	4	Airfield Veng	200	-do-	Wife also works as ragpicker
9.	Lalnunmawii	42	F	7	Airfield Veng	200	-do-	Husband also works as ragpicker
10 .	Zomuani	20	F	4	H. No. 20 Air Field Veng	250	-do-	-do-
11 .	Chinzalala	52	M	4	Airfield Veng	300	-do-	Wife and son also work as ragpickers
12 .	Dassiamthanga	18	M	3	Airfield Veng Ph: 8974770696	200	-do-	Father also works as ragpicker
13 .	Hawinuami	18	F	3	Airfiels Veng Ph: 9862628235	200	-do	
14 .	Lalhratthanga	40	M	4	Zemabawk, Kanan Vengthar	300	Seasonal	Rag picking in dry season only. During monsoon, practices agriculture
15	Lalthanzuali	27	F	6	Zemabawk	400	-do-	Husband

.					Ph: 8729985032			also works as ragpicker
16	Peter Hmingthansanga	28	M	2	Airfield Veng	300	-do-	Wife also works as ragpicker
17	Khanniangi	40	F	6	Zemabawk South Ph: 9862503749	250	Not regular	One daughter works as a ragpicker during holidays
18	Lalruatsanga	28	M	5	Zemabawk Ph: 8413953914	200	Not Regular	Other 2 family members also work as ragpickers
19	Chingsenhawkaw ng	18	F	10	Aiefield Veng Ph: 9862694526	200	Regular	Father and mother also work as ragpickers
20	Hauva	24	M	3	Airfield Veng Ph: 8118953214	200 to 300	Regular	
21	Mary Vanlalpari	38	F	2	Zemabawk Ph: 8132842316	150	Regular	Husband also works as ragpicker
22	Sangmawii	38	F	6	Zemabawk	200	Regular	Husband and one son also works as ragpickers
23	Lalropuia	18	M	2	Zemabawk	300	Regular	Also works in sand quarry
24	Nubiaki	40	F	5	Airfield Veng Ph: 8119948541	200	Regular	
25	Lalnuntluangi	47	F	1	Airfield Veng	200	Regular	Female- headed HH
26	Niangi	50	F	1	Airfield Veng Ph: 8729987322	200	Regular	Female- headed HH
27	John Rambeiseia	38	M	3	Zemabawk South Ph: 8119948541	400	Regular	
28	Khupzalala	27	M	5	Airfield Veng	290	Regular	Employed at Pilot Resource Center earning INR 8700/- per month.
29	H. Rosiama	43	M	3	H. No. C/68 Zemabawk Ph:	290	Regular	-do-

					8118908134			
30	L.S. Dinga	40	M	7	Airfield Veng	290	Regular	-do-
31	Zahawii	65	F	2	Airfield Veng	290	Regular	-do-
32	Kapkhallanga	24	M	4	Airfield Veng	290	Regular	-do-
33	Hatuii	15	F	3	Airfield Veng Ph: 9612628235	290	Regular	Mother employed at Pilot Resource Center. She had come to replace her mother on the day the survey was carried out.

Source: Socio-economic survey, 2015

Note: (1) Average no. of working days per person reported in a month is 23.(2) Disclosure of AP names is not an issue with the APs.

18. Photographs of all the ragpickers present in the existing dump site were taken and every one of them consulted. Photos of each ragpicker identified through surveys undertaken over a few days at the existing dump site, are shown in Annexure.

19. At present, short-term contracts for garbage collection trucks are given to local contractors; discussions with stakeholders (AMC and local councils) reveal that contractors need to be changed frequently due to poor performance, hence truck drivers and helpers change with each contract. No ragpicking activity is allowed en route (directly from the trucks). Consultations with scrap dealers reveal that there are very few of them in Aizawl; further, consultations with AMC and SIPMIU reveal that the project proponents are keen to continue working with the scrap dealers in Aizawl, who are not likely to be affected by the proposed subproject.

IV. INFORMATION DISCLOSURE, CONSULTATION, AND PARTICIPATION

A. Public Consultation

20. The RP was prepared in consultation with stakeholders including affected persons, local councils and local people living in the vicinity of the proposed landfill site and other infrastructure facilities, Aizawl Municipal Council and other government departments, and targeted beneficiaries. Public consultations were conducted to gather feedback from local people on the proposed development and perceived socioeconomic impacts. Consultations with local council of Zemabawk was held to seek their consent to locate solid waste management facilities for Aizawl at the proposed location. Meetings and consultations with relevant government departments were carried out to assess the project approach. Public consultations, through focus group discussions (FGDs) with project beneficiaries and project-affected persons/potentially affected persons were undertaken. Consultations were thus held with 76 persons, of which 41% were female. In addition, extensive consultations with the public (beneficiaries) were undertaken during implementation of the pilot projects. Additional consultations were also undertaken during the course of environment impact assessment.

21. Key issues raised during consultations were: (a) smoke from burning waste and environmental pollution in Zemabawk local council area, and (b) potential livelihood impacts to ragpickers. The Zemabawk LC was informed that most of the waste would be recycled or composted and the remaining disposed at the scientific landfill. Also, that a buffer zone with trees would be created. Ragpickers were informed about jobs likely to be available at the new facility.

22. Several field visits were made to the proposed site and the potential impacts and mitigation measures discussed with stakeholders. These consultations helped identify the felt needs/concerns of the APs related to the project and priorities of relevant stakeholders. Appendix 7, Due Diligence Report, provides the summary of public consultations held.

B. Information Disclosure

23. Information dissemination and disclosure have been a continuous process since the beginning of the program. The approved RF has been placed in the offices of ULB, Deputy Commissioner's office, and UD&PA Office. RPs will be made available in District Magistrate's offices, SIPMIU offices and city libraries. The public information disclosure leaflet, Entitlement Matrix, compensation, details of grievance redress mechanism and other key RF provisions will be available in the local languages (Mizo and English). Draft and final RPs will also be disclosed in ADB's website, state government websites, and SIPMIU websites. ADB review and approval of the RP is required prior to the award of civil works contracts, and compensation/assistance to APs is required prior to displacement.

C. Continued Consultation and Participation

24. The SIPMIU and DSMC will continue consultations, information dissemination, and disclosure before, during and after project implementation. Project information will be continually disseminated and disclosure of resettlement plan and due diligence report updated from time to time, undertaken. The documents will contain information on compensation, entitlement, and resettlement management for the subproject, and will be made available in the local language (Mizo and English) and distributed to APs. The consultation process will be carried out throughout the project cycle.

V. GRIEVANCE REDRESS MECHANISM

25. A project-specific grievance redress mechanism (GRM) has been established to receive, evaluate, and facilitate the resolution of APs' concerns, complaints, and grievances related to social and environmental issues of the project. The GRM aims to provide a time-bound and transparent mechanism to voice and resolve social and environmental concerns linked to the project.

26. A common GRM is in place for social, environmental, or any other grievances related to the project. Every grievance shall be registered and careful documentation of process with regard to each grievance undertaken, as explained below. The SIPMIU environmental and social safeguards officers have the overall responsibility for timely grievance redress on environmental and social safeguards issues.

27. Public awareness campaign will be conducted to ensure that awareness on the project and its grievance redress procedures is generated. The SIPMIU environment and social safeguard officers are assisted by design and supervision management consultant (DSMC)

safeguards specialists with information/collateral/awareness material etc. and in conducting project awareness campaigns. The campaign will ensure that the poor, vulnerable and others are made aware of grievance redress procedures and entitlements per project Resettlement Framework, and SIPMIU will ensure that their grievances are addressed.

28. Affected persons will have the flexibility of conveying grievances/suggestions by dropping grievance redress/suggestion forms in complaints/suggestion boxes that have already been installed by SIPMIUs or through telephone hotlines at accessible locations, by e-mail, by post, or by writing in a complaints register in SIPMIU offices. Appendix 3 has the sample grievance registration form. Careful documentation of the name of the complainant, date of receipt of the complaint, address/contact details of the person, location of the problem area, and how the problem was resolved will be undertaken. SIPMIU safeguard officers have the overall responsibility for timely grievance redressal on environmental and social safeguards issues and for registration of grievances, related disclosure, and communication with the aggrieved party.

29. **Grievance redress process.** In case of grievances that are immediate and urgent in the perception of the complainant, the contractor and DSMC on-site personnel will provide the most easily accessible or first level of contact for quick resolution of grievances. Contact phone numbers and names of the concerned SIPMIU safeguard officers and contractors, will be posted at all construction sites at visible locations. The SIPMIU safeguard officers will be responsible to see through the process of redressal of each grievance.

- (i) **1st Level Grievance.** The phone number of the SIPMIU office should be made available at the construction site signboards. The contractors and SIPMIU safeguard officers can immediately resolve on-site in consultation with each other, and will be required to do so within 7 days of receipt of a complaint/grievance.
- (ii) **2nd Level Grievance.** All grievances that cannot be redressed within 7 days at field/ward level will be reviewed by the city-level grievance redress committee (GRC) with support from SIPMIU safeguard officers and DSMC environment and resettlement specialists. City-level GRC will attempt to resolve them within 15 days.
- (iii) **3rd Level Grievance.** The SIPMIU safeguard officers will refer any unresolved or major issues to the State-level GRC, who with consultation with SIPMIU and city-level GRC will resolve them within 15 days.

30. Despite the project GRM, an aggrieved person shall have access to the country's legal system at any stage, and accessing the country's legal system can run parallel to accessing the GRM and is not dependent on the negative outcome of the GRM.

31. In the event that the established GRM is not in a position to resolve the issue, the affected person also can use the ADB Accountability Mechanism through directly contacting (in writing) the Complaint Receiving Officer (CRO) at ADB headquarters or the ADB India Resident Mission (INRM). The complaint can be submitted in any of the official languages of ADB's developing member countries. The ADB Accountability Mechanism information will be included in the project-relevant information to be distributed to the affected communities, as part of the project GRM.

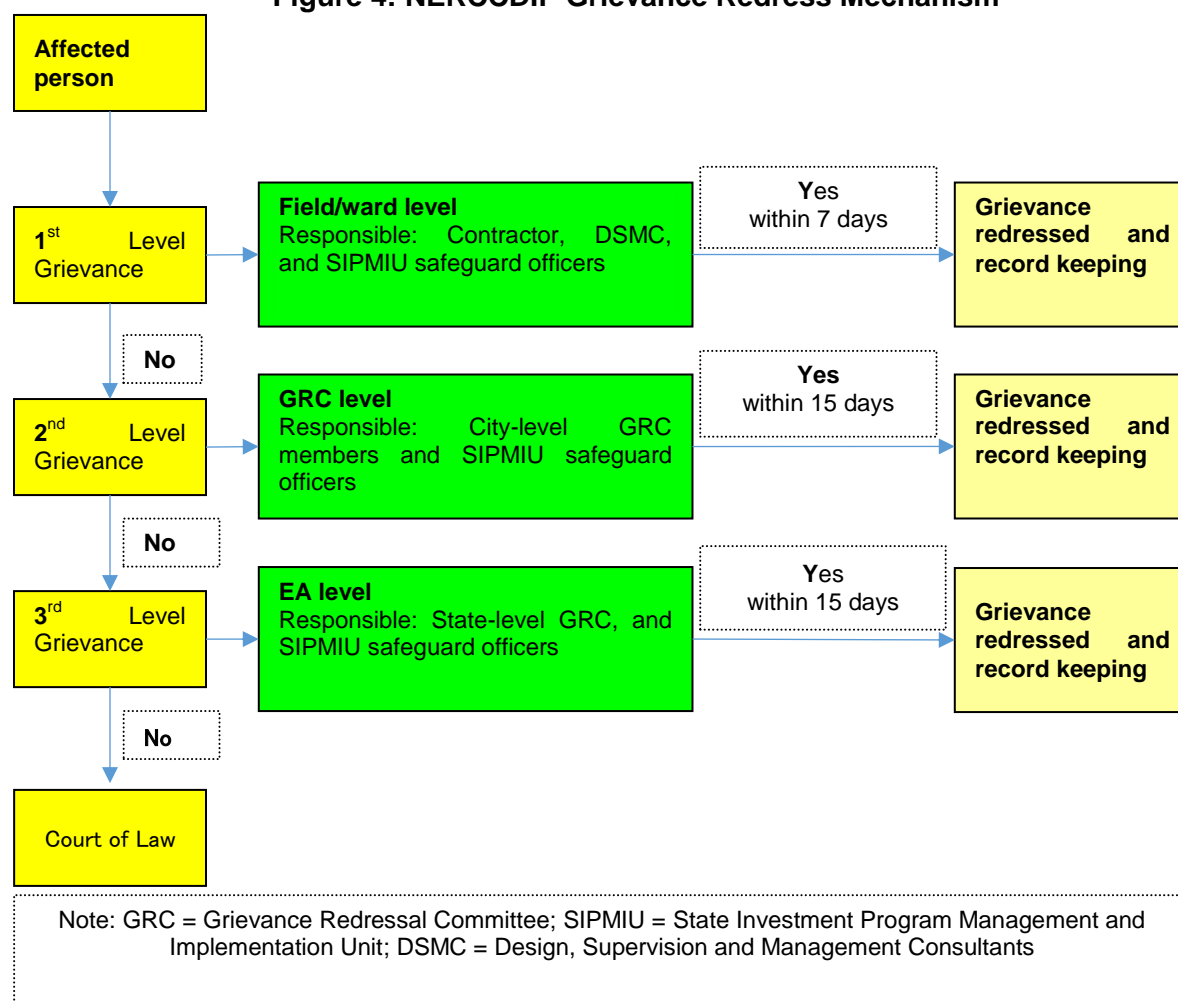
32. **Recordkeeping.** Records of all grievances received, including contact details of complainant, date the complaint was received, nature of grievance, agreed corrective actions and the date these were effected and final outcome will be kept by SIPMIU. The number of grievances recorded and resolved and the outcomes will be displayed/disclosed in the SIPMIU

office, and on the web, as well as reported in the semi-annual environmental monitoring reports to be submitted to ADB.

33. **Periodic review and documentation of lessons learned.** The SIPMIU safeguard officers will periodically review the functioning of the GRM and record information on the effectiveness of the mechanism, especially on the SIPMIU's ability to prevent and address grievances.

34. **Costs.** All costs involved in resolving the complaints (meetings, consultations, communication and reporting/information dissemination) will be borne by the concerned SIPMIU; while costs related to escalated grievances will be met by the EAs. Cost estimates for grievance redress are included in resettlement cost estimates. The grievance redress process is shown in Figure 4.

Figure 4: NERCCDIP Grievance Redress Mechanism



VI. POLICY AND LEGAL FRAMEWORK

35. **ADB Safeguards Policy Statement (2009).** The three important elements of the ADB's Safeguards Policy Statement (SPS) are (i) compensation to replace lost assets, livelihood, and income; (ii) assistance for relocation, including provision of relocation sites with appropriate

facilities and services; and (iii) assistance for rehabilitation to achieve at least the same standard of living with the project as without it. In addition, the absence of legal title to land should not be a bar to compensation. ADB SPS requires compensation prior to displacement.

36. **Government of India Laws and Policies.** Land acquisition process for the project was initiated and agreements with landowners signed in the period 2010-11; when the applicable legal and policy frameworks of the government, namely The Land Acquisition Act, 1894 (LAA, amended in 1984), and the National Resettlement and Rehabilitation Policy, 2007 (NRRP); state laws and regulations namely, Land Acquisition Act, 1894, Mizoram Prevention of Government Land Encroachment Act, 2001 and Mizoram Urban and Regional Development Act, 1990 were in place along with ADB's Safeguard Policy Statement, 2009 (SPS); and the agreed Resettlement Framework (RF). The erstwhile LAA did not cover non-titleholders and also did not provide for replacement cost of the property acquired, and had no provision for resettlement assistance for restoration of livelihoods of displaced persons, except for legal compensation for land and structures. Hence, gaps between national law and ADB's SPS were identified in the RP prepared in 2010, and bridging measures included in the entitlement matrix for the project, which were applicable during land purchase. Subsequently, Government of India put in place The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act (LARR), 2013, which by and large matches the rigour of ADB SPS in resettlement and rehabilitation; hence presently, both LARR and SPS along with the agreed RF apply to the RP.¹⁶ Appendix 4 provides a comparison between Government of India's LARR Act 2013 and ADB's SPS, 2009. The Resettlement Framework for NERCCDIP specifies that in case of discrepancy between the policies of ADB and the government, ADB policy will prevail.

37. Based on the above, the core involuntary resettlement principles applicable to the subproject are: (i) land acquisition, and other involuntary resettlement impacts will be avoided or minimized exploring all viable alternative subproject designs; (ii) where unavoidable, social impact assessment undertaken and time-bound resettlement plans prepared and APs will be assisted in improving or at least regaining their pre-program standard of living; (iii) consultation with APs on compensation, disclosure of resettlement information to APs, and participation of affected persons in planning and implementing subprojects will be ensured; (iv) vulnerable groups will be provided special assistance; (v) payment of compensation to APs including non-titled persons (e.g. informal dwellers/squatters, and encroachers) for acquired assets at replacement rates; (vi) payment of compensation and resettlement assistance prior to the contractor taking physical acquisition of land and prior to the commencement of any construction activities; (vii) provision for income restoration and rehabilitation; and (viii) establishment of appropriate grievance redress mechanism.

VII. ENTITLEMENTS, ASSISTANCE AND BENEFITS

A. Types of Losses and Affected Person (AP) Category

38. The types of losses—permanent or temporary, total or partial due to the project include (i) loss of private land; (ii) loss of structure; (iii) loss of trees; and (iv) potential temporary loss of livelihood.

¹⁶ Certain provisions of LARR 2013 are under revision by the Indian Parliament. However, until such revisions are finalized and accepted by both houses of Parliament, LARR 2013 holds good.

39. According to SPS 2009 of ADB, the absence of formal and legal title should not prevent the affected person from receiving compensation and resettlement assistance from the project.

40. The following categories of APs are affected/likely to be impacted due to implementation of the Aizawl solid waste management subproject:

- (i) APs (titleholders) who have faced permanent loss of land;
- (ii) APs (lessees) who have faced permanent loss of land;
- (iii) APs (titleholders) who have faced loss of structures and trees;
- (iv) APs (lessees) who have faced loss of trees;
- (v) APs (ragpickers) who may incur potential temporary livelihood disruption; and
- (vi) Vulnerable APs – APs included in any of the above categories who are defined as low-income people or physically or socially challenged, female-headed households, IP, or ethnic/ religious minority.

B. Principles, Legal, and Policy Commitments

41. The RP has the following specific principles based on the government provisions and ADB policy:

- (i) The land acquisition and resettlement impacts on persons displaced by the project would be avoided or minimized as much as possible through alternate design/engineering options.
- (ii) Where the negative impacts are unavoidable, the persons displaced by the project and vulnerable groups will be identified and assisted in improving or regaining their standard of living.
- (iii) Information related to the preparation and implementation of RP will be disclosed to all stakeholders, and people's participation will be ensured in planning and implementation. The RP will be disclosed to the DPs in local language.
- (iv) The displaced persons who do not own land or other properties, but have economic interests or lose their livelihoods, will be assisted as per the broad principles described in the entitlement matrix of this document.
- (v) Before starting civil works, compensation and resettlement and rehabilitation (R&R) assistance will be paid in full in accordance with the provisions described in this document.
- (vi) An entitlement matrix for different categories of people displaced by the project has been prepared. People moving into the project area after the cut-off date will not be entitled to any assistance.
- (vii) For non-titleholders such as informal settlers/squatters and encroachers, the date of completion of survey during detailed design will be the cut-off date, which will be declared by the EA.
- (viii) Appropriate grievance redress mechanisms will be established to ensure speedy resolution of disputes.
- (ix) All activities related to resettlement planning, implementation, and monitoring will ensure the involvement of women and other vulnerable groups.
- (x) Consultations with the APs will continue during the implementation of resettlement and rehabilitation works.
- (xi) There should be a clause in the contract agreement that the construction contractor will compensate any loss or damage in connection with collection and transportation of borrow materials.

42. In accordance with the agreed entitlement matrix for the project, 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, scope of the impacts including socioeconomic vulnerability of the displaced persons, and measures to support livelihood restoration if livelihood impacts are envisaged. The displaced persons will be entitled to (i) compensation for loss of land at the replacement cost; (ii) compensation for loss of structures (residential/commercial) and other immovable assets at their replacement cost (without counting the depreciation value); (iii) compensation for loss of income; (iv) assistance for shifting of structure; (v) rebuilding and/or restoration of community resources/facilities; (vi) livelihood/ transitional cash assistance for 3 months for all APs and an additional 3 months for vulnerable APs at official minimum wage of the appropriate AP's occupation for each head of the affected family. The PD, SIPMIU supported by SDO SIPMIU and RS DSMC will be responsible for social monitoring, in particular monitoring of transition of APs facing livelihood loss, to new jobs. Any ragpicker getting a project job without loss of working days will be considered a beneficiary, and not an AP. Hence, such persons will not be entitled to any cash compensation. If the duration of temporary income loss is greater than 3 months, the project will ensure that the number of actual working days lost is compensated, with additional compensation for vulnerable persons.

43. The applicable provisions in the agreed entitlement matrix for the subproject, based on the above policy principles are presented in Table 4.

Table 4: Entitlement Matrix

	Type of loss	Application	Definition of entitled person	Compensation policy	Implementation Issues	Responsible Agency
1	Loss of private land	Agricultural land, homestead land or vacant plot	Legal titleholders	<ol style="list-style-type: none"> 1. Compensation at replacement value /market value as specified in the RFCTLARRA or land-for-land where feasible; 2. Solatium to be paid at 100% of the compensation amount; 3. If the residual plot(s) is (are) not viable, any of the following two options are to be given to the affected person, subject to acceptance: <ul style="list-style-type: none"> • Option 1 - The affected person remains on the plot, and the compensation and assistance are paid only for the required amount of land to be acquired. • Option 2 - Compensation to be provided for the entire plot including residual part, if the owner of such land wishes that the residual plot should also be acquired by the executing agency. 4. A monthly subsistence allowance equivalent to Rs.3000.00 per month for a period of one year from the date of award will be provided. 5. Compensation for affected plants, standing crops and trees will be provided at market value.(refer to #6 of the Entitlement Matrix of the NECRRDIP RF)¹⁷ 	<ul style="list-style-type: none"> • If land-for-land option is offered to husband and wife, ownership will be in the name of both while respecting legal Ownership. • Charges will be limited to those for land purchased within a year of compensation payment and for land of equivalent size. • Vulnerable households will be identified during the census conducted by the implementing NGO/DSMC? 	Valuation Committee will determine replacement value; the DSMC/NGO will verify the extent of impact through a full survey of AHs to determine the required assistance, and Identify vulnerable households.

¹⁷ To be valued by persons experienced in the field of agriculture, horticulture forestry etc. as necessary.

	Type of loss	Application	Definition of entitled person	Compensation policy	Implementation Issues	Responsible Agency
				<p>6. 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 executing agency.</p> <p>7. One-time shifting assistance based on Resettlement Allowance of Rs.50, 000.</p> <p>8. All affected families will receive compensation for: (i) damage to land/quality of land (if any) sustained by reason of severing land proposed for acquisition or adjoining lands from/to affected land; calculated from the date of preliminary notification till the date of final award; (ii) diminution of the profits of the land between the time of the publication of the Declaration for taking possession of land and the time of the Collector's taking actual possession of the land; and (iii) Compensation incidental to such change if affected landowner is compelled to change his place of residence or business due to proposed land acquisition</p> <p>9. Additional compensation for vulnerable households³ (refer to #7 of the Entitlement Matrix of the NECRRDIP RF</p>		
2	Loss of structure	Structure and other	Legal titleholders	1. If a house is lost in rural area a constructed house shall be	<ul style="list-style-type: none"> Vulnerable households will be 	The Valuation Committee will determine replacement value.

	Type of loss	Application	Definition of entitled person	Compensation policy	Implementation Issues	Responsible Agency
		assets		<p>provided as per the Indira Awas Yojana specifications OR equivalent cost of the house.</p> <ol style="list-style-type: none"> 2. In urban areas, a constructed house shall be provided, which will be not less than 50 sq. mts in plinth area OR a one-time financial assistance for house construction, which shall not be less than Rs1,50,000. 3. The replacement value of the structure, will be provided, calculated as per the latest prevailing Basic Schedule of Rates (BSR) without depreciation; 4. Where the loss of structure is partial and the remaining structure is unviable, compensation will be based on the total structure and benefits will be given as mentioned in this section. 5. One-time financial assistance of Rs.50,000 as shifting allowance;. 6. A monthly subsistence allowance equivalent to Rs.3000.00 per month for a period of one year from the date of award will be provided 7. Right to salvage material from the demolished structure at no cost; 8. If relocation required, rental assistance at Rs.5000 per month till alternative house is 	identified during the census conducted by the implementing NGO/DSMC.	The DSMC/NGO will verify the extent of impacts through a 100% survey of AHs determine assistance, verify and identify vulnerable households.

	Type of loss	Application	Definition of entitled person	Compensation policy	Implementation Issues	Responsible Agency
				<p>ready;</p> <p>9. Each affected family shall be given a one-time Resettlement Allowance of Rs.50, 000 only.</p> <p>10. All fees, taxes and other registration charges incurred for the replacement structure shall be borne by executing agency.</p> <p>11. Additional compensation for vulnerable households³ (refer to #7 of the Entitlement Matrix of the NECRRDIP RF</p>		
2-a	Loss of trees and crops	Standing trees and crops	Legal Titleholders, sharecropper, leaseholder	<ol style="list-style-type: none"> 1. Affected person will be notified and given 60 days advance notice cut/clear the affected trees. For seasonal crops and fruit trees 6 months' notice is to be given. 2. Compensation for cash crops at prevalent market rates¹⁸, to be calculated as annual net product value multiplied by number of productive years remaining. 3. Compensation for one year net harvest for seasonal crops at prevalent market rates. 4. Compensation at market value of timber in case of timber-bearing trees. 5. For fruit bearing trees compensation to be calculated at market value of annual net product multiplied by the number of productive years 	<ul style="list-style-type: none"> • Harvesting prior to acquisition will be accommodated to the extent possible. • Work schedules will avoid harvest season. • Market value of trees/crops has to be determined. 	SIPMIU will ensure that the notice is issued; valuation committee will undertake valuation of standing crops, perennial crops, and trees, and finalize compensation rates in consultation with affected persons.

¹⁸ Valued by an experienced person in the field of agriculture.

	Type of loss	Application	Definition of entitled person	Compensation policy	Implementation Issues	Responsible Agency
				remaining		
3	Temporary disruption of livelihood	Commercial and agricultural activities	Legal Titleholders, tenants, sharecropper, leaseholder, employees, hawkers or vendors	<ol style="list-style-type: none"> 1. 30 days advance notice regarding construction activities, including duration and type of disruption. 2. Cash assistance based on the minimum wage for the loss of income/livelihood for the period of disruption 3. For construction activities involving disruption for a period of more than a month, provision of alternative sites for hawkers and vendors for continued economic activities. If not possible, allowance based on minimum wage rate for vulnerable households for 1 month or the actual period of disruption whichever is more. 	<ul style="list-style-type: none"> • During construction, SIPMIU will ensure availability of existing/alternative site to continue economic activity. • SIPMIU will ensure that civil works are phased to minimize disruption through construction scheduling in coordination with the contractors SIPMIU will ensure immediate placement/ recruitment of APs to project-related jobs, on completion/ commissioning of works. 	Alternative locations, if any, will be identified for the said duration of disruption.
4	Impact on vulnerable affected persons	All types of impact	Vulnerable affected persons Ragpickers	<ol style="list-style-type: none"> 1. Additional one-time lump sum of subsistence allowance at 3 months of assistance based on minimum wage rates per vulnerable family will be paid. This will be over and above the other assistance given in this framework. 2. Vulnerable households will be given priority in employment in the project construction activities. For FHH will be given first priority in project-related job opportunity/first 	<ul style="list-style-type: none"> • Vulnerable households will be identified during the census conducted by DSMC. 	<ul style="list-style-type: none"> • DSMC will verify the extent of impact through a 100% survey of Ahs to determine assistance, and to verify and identify vulnerable households

	Type of loss	Application	Definition of entitled person	Compensation policy	Implementation Issues	Responsible Agency
				<p>placement in newly commissioned facilities</p> <p>3. All Scheduled Castes and Scheduled Tribes relocated outside the district will be provided an additional 25% of the resettlement benefits to which they are entitled along with a onetime resettlement entitlement of Rs.50,000 per the provisions of the RFCTLARRA.</p> <p>4. Provision for skill training for displaced vulnerable persons including assistance for purchase of income generating assets and initial capital of INR 40,000/-</p>		
5	Any other loss not identified			<p>1. Any unanticipated impacts of the project will be documented and mitigated based on the spirit of the principles agreed upon in this Resettlement Framework and the RFCTLARRA. Corrective action plan (CAP) will be prepared.</p>	Unanticipated involuntary impacts will be documented and mitigated based on the principles provided in the ADB IR Policy	

¹To be provided for APs whose livelihood is affected by a subproject. The transitional allowance will be calculated based on minimum wage rates for semi-skilled labor for 26 working days a month for 3 months (Aizawl, INR 250/day). This allowance will be utilized by the AP until an alternative means of livelihood is found. In case of vulnerable affected households, the transitional allowance will be supplemented by livelihood-related skill training.

² To be provided to APs who are to be relocated from the site proposed for acquisition to a new place decided by the AP. This shall be equivalent to one day hire charges for a truck, including shifting, within a radius of 50 km (estimated at INR 3,000).

³ Vulnerable households comprise female-headed households, households with disabled/physically/mentally challenged members, vulnerable indigenous people's/scheduled tribe households, and below poverty line households.

VIII. COMPENSATION MECHANISM

44. The project will ensure that properties (land, structure and non-structure assets) affected by the project will be compensated at their full replacement cost. The principle for determining valuation and compensation for physical assets, as well as incomes and livelihoods is replacing the loss of affected assets, restoring the loss of income/livelihood experienced by the displaced households such that their socio-economic condition is improved but not diminished as a result of the project.

45. This RP ensures compensation at replacement cost for all the displaced people /affected people (AP) of the project. Resettlement assistance as indicated in this RP will be provided by the project with support from the SIPMIU and DSMC. The SIPMIU and DSMC social development specialist will assist the affected persons in opening bank accounts in case they do not have the same.

A. Replacement Value for Immovable Property

46. Replacement value for immovable property will be determined as follows:

- (i) **Land.** Compensation at replacement value / market price (excluding land transfer charges) to be determined by the Valuation Committee for the project and Mizoram (Land Revenue) Rule, 2013.
- (ii) **Leased land. Compensation** as per the latest applicable The Mizoram Gazette Extraordinary and Mizoram (Land Revenue) Rule, 2013.
- (iii) **Structure.** Compensation at replacement value / market price of materials used (without considering depreciation) to be determined by the Valuation Committee for the project.
- (iv) **Trees.** Compensation for trees based on timber value at market price to be determined by the Forest Department for timber trees and for other trees by the Horticultural Department, Government of Mizoram.

B. Valuation of Other Assets

47. Compensation for the assets attached with land or structures such as (wells, irrigation units, electricity or water connections etc.) will be based on replacement cost, estimated through market surveys/service providers. Displaced persons will have the right to salvage all movable assets attached with land.

48. Apart from compensation for land, trees, crops, structures and other assets, assistance for loss of income and livelihood, will also be paid to the DPs as per Entitlement Matrix. All compensation and resettlement assistances will be paid to the entitled DPs prior to commencement of civil works. If any loan taken on such land/properties remains unadjusted the balance amount of loan will be deducted from the total compensation.

C. Income Restoration

49. The objective of income restoration activities is to ensure that no DP becomes worse off as a result of the project, compared to his/her pre-project status. Accordingly, the Entitlement Matrix has the following provisions:

- (i) Assistance for lost income based on three months minimum wage rates

- (ii) Additional compensation for vulnerable households. Vulnerable households will receive priority in employment as labor in the project. Vulnerable persons will receive additional 3 months of assistance based on minimum wage rates.
- (iii) In the context of losses faced by the two affected FHHs, specific assistance proposed includes first priority in project-related job opportunity/first placement in newly commissioned facilities.

50. On-the-job training (for segregation, composting etc.) will be provided at the newly commissioned facilities. Since all APs facing potential livelihood disruption have indicated a preference for jobs at the newly created facilities under the subproject, no additional training will be necessary.

51. During the construction stage the APs, especially vulnerable APs and women, will be given preference over others for employment in project-related activities commensurate with their skills. In order to make the APs employable in project-related work, the DSMC will identify the required skills for construction and O&M activities and provide the required training to the APs. The contract document for the project shall include a provision for preference for employment to APs.

52. The Contractor will ensure that phased construction schedule is followed and work undertaken, completed and commissioned at the new proposed site first, before start of work on closure of existing dump site. Compensation and assistance to APs must be provided prior to start of civil works at the existing dump site.

IX. RESETTLEMENT BUDGET AND FINANCING PLAN

A. Resettlement Costs

53. The resettlement cost estimate for the Aizawl SWM subproject includes compensation for land, structure and trees, provisional sum for compensation for potential temporary impacts to livelihoods of vulnerable persons, support cost for RP implementation, and contingency provision amounting to be 15% of the total cost. The state government will be responsible for releasing the funds for resettlement in a timely manner. The total resettlement cost for the subproject is INR 12.5 million. The resettlement cost items and estimates are outlined in Table 5.

Table 5: Estimated Cost of RP Implementation

S.No.	Item	Unit	Qty	Unit Cost	Total Cost
1	Land cost (including trees and temporary structure) @	Ha	7.735		6600000
2	Provisional land pass fee paid				1500
3	Survey, registration and stamp duty			5%	322500
4a	Provisional sum for compensation of potential temporary livelihood loss \$	1 member of every AH/affected full-timers#	33	19500	643500
4b		Affected part-timers**	26	9750	253500
4c	Three months additional provisional support for affected vulnerable persons \$	APs	59	19500	1150500

5	Monitoring, surveys for RP updation, consultation, awareness generation, communication, logistics	LS			500000
6	Training	LS			250000
7	Grievance redress	LS			300000
	Sub-total				10021500
	Contingency			25%	2505375
	Total				12526875

@ Total price demanded by 5 affected landowners/sellers/lessees, based on type of land classification, no. and type of trees, agreed to by the Land Revenue Department and SIPMIU.

\$ Provisional sum for temporary livelihood loss and additional support to vulnerable persons is to be paid only if there is a time lag in recruitment of APs due to closure of existing landfill site, resulting in temporary income loss. Any ragpicker getting a project job without loss of working days will be considered a beneficiary, and not an AP. Hence, such persons will not be entitled to any cash compensation. If the duration of temporary income loss is greater than 3 months, the project will ensure that the number of actual working days lost is compensated, with additional compensation for vulnerable persons. A provisional budget for temporary income loss is provided, although the project will strive to ensure immediate recruitment of APs to new project jobs and avoid such losses.

Working days of full-time ragpickers in a month range between 20-26 days, averaging at 23 days. Calculation of potential temporary income loss to full-timers/one member of every affected HH is based on 26 work days X 3 months @ INR 250 per day, as per minimum wage rate in Mizoram. Refer Mizoram Minimum Wages w.e.f October 1, 2014, <http://www.paycheck.in/main/salary/minimumwages/mizoram>.

* Working days of part-timer ragpickers in a month range between 10-13 days. Calculation of potential temporary income loss to part-timers based on 13 work days X 3 months @ INR 250 per day, as per minimum wage rate in Mizoram. Refer Mizoram Minimum Wages w.e.f October 1, 2014, <http://www.paycheck.in/main/salary/minimumwages/mizoram>.

**SIPMIU SDO will be responsible for income rehabilitation, compensation for temporary impacts and assistance for job placement to affected persons.

X. IMPLEMENTATION ARRANGEMENTS

54. The Ministry of Urban Development (MoUD) is the national-level executing agency (EA) of the Program. SIPMIUs will be responsible for overall program implementation, monitoring, and supervision. The SIPMIU will have a Social Development Officer (SDO) responsible for RP implementation and reporting to ADB. Design Supervision Management Consultants (DSMC) is engaged to facilitate the planning and implementation of the subprojects along with the SIPMIU staff. The DSMC will have a resettlement specialist in the team who will work closely with the SIPMIU resettlement officer for all the planning and implementation activities including internal monitoring and reporting. Roles and responsibilities are identified in Table 5.

55. **Executing agencies and project management unit.** At the national level, the Ministry of Urban Development (MoUD) will be the Executing Agency (EA) with responsibility for subproject execution.

56. **Implementing agencies: State Project (SIPMIU)** will carry out procurement and contract management with support from PMO. The SIPMIU will depute required supervision personnel in the project, who will be supported by design, supervision and management consultants (DSMC) field engineers. The Social Development Officers (SDO) of SIPMIU will: (a) be responsible for extending support and assistance in RP updating, preparation and implementation; (b) act as the focal point for the Grievance Redress Committee, responsible for calling GRC meetings, prior provision of information on issues to be discussed at GRC meetings to all GRC members and invitees, record of GRC meetings, follow-ups for decisions, record of escalated grievances to PMC and information dissemination to complainants/APs; (c) monitoring of resettlement activity, and (d) guidance to DSMC in awareness generation and

information dissemination regarding the project and resettlement activity.

57. **Design, supervision and management consultants (DSMC).** The DSMC will have a Social Safeguards Specialist. The TOR of the DSMC SSS is provided in the Project Administration Manual.

58. **Civil works contracts and contractors.** The government will ensure that bidding and contract documents include specific provisions requiring contractors to comply with all: (i) the requirement to provide preferential employment to ragpickers in project-related construction work; (ii) applicable labor laws and core labor standards on (a) prohibition of child labor as defined in national legislation for construction and maintenance activities, on (b) equal pay for equal work of equal value regardless of gender, ethnicity or caste, and on (c) elimination of forced labor; and (iii) the requirement to disseminate information on sexually transmitted diseases including HIV/AIDS to employees and local communities surrounding the project sites.

Table 6: Institutional Roles and Responsibilities for Safeguards Implementation

Activities	Agency Responsible
Sub-project Initiation Stage	SIPMIU/DSMC
Finalization of sites for sub-projects	SIPMIU
Clearance and disclosure of updated safeguard documents on website, notice boards and affected people Disclosure of proposed land acquisition and sub-project details	SIPMIU/DSMC
Meetings with APs and communities	SIPMIU/DSMC
Formation of Valuation Committee	SIPMIU
RP Preparation/Updation Stage	SIPMIU/DSMC
Conducting Census of all APs	DSMC/SIPMIU
Computation of entitlements	SIPMIU/DSMC
Conducting FGDs/ meetings / workshops during SIA surveys	SIPMIU/DSMC
Computation of Replacement Values of land/properties/lost income proposed for acquisition and for associated assets	VC/SIPMIU/DSMC
Categorization of APs for finalizing entitlements	SIPMIU
Formulating compensation and rehabilitation measures	SIPMIU
Disclosure of final entitlements and rehabilitation packages	SIPMIU/DSMC
Fixing compensation for land/property with titleholders	VC/SIPMIU
Approval of RP	ADB
Sale Deed Execution and Payment	SIPMIU
Taking possession of land	SIPMIU
Implementation of mitigation and rehabilitation measures	SIPMIU/DSMC/ Contractor,
Consultations with APs during rehabilitation activities	DSMC/SIPMIU
Grievance redressal	SIPMIU/DSMC/GRC
Internal monitoring	SIPMIU/DSMC

A. Capacity Building

59. The safeguards personnel of project consultants (DSMC SSS, SIPMIU SDO), and other key project related staff of SIPMIU, will be oriented and trained by ADB on ADB safeguards policy and the approved project RF; RP preparation and updation process; monitoring, reporting and disclosure requirements, roles of different stakeholders in safeguards implementation and GRM, envisaged consultation and participation process, reporting and monitoring requirements, core labour standards for contractors, typical implementation issues, and lessons learnt in safeguards implementation in other ADB funded solid waste management projects. The key focus area of the training program will be ADB resettlement policy and principles and the

training will focus on the differences between the provisions of the ADB policy and GoI/GoM laws, as the awareness of these differences and the need to follow the provisions of the ADB policy are critical for successful implementation of RPs.

60. The DSMC SSS will be responsible for development of a training program based on a capacity assessment of target participants (contractor(s), SIPMIU, and for implementation of the training program to build capabilities on resettlement policy, planning, mitigation measures and safeguards. Basic principles of resettlement planning, avoidance of IR impacts and minimisation measures with an emphasis on protection of the poor and vulnerable, access to project information and benefits by APs, grievance redress process and its importance, and monitoring shall be covered in the training.

61. Typical modules will be (i) sensitisation to social safeguards, gender and vulnerability issues, (ii) resettlement planning and typical issues in implementation, (iii) introduction to social safeguards policy, including ADB policy, GRM, entitlements, compensation and social safeguards monitoring requirements and mitigation measures; (iv) monitoring and reporting on RP implementation, including monitoring methods and tools (v) core labour standards, including equal pay for equal work etc. The suggested outline of the training program is presented in Table 7.

Table 7: Indicative Capacity Building and Training Program

Description	Contents	Schedule	Participants	Tentative Schedule
Program 1 Orientation Workshop	Module 1 – Orientation ADB Safeguard Policy Statement Government of India policy Module 2 – Social/Environmental Assessment and Resettlement Planning/IEE Process ADB policy and process, identification of impacts and mitigation measures, RP/IEE preparation, implementation, and monitoring requirements. Incorporation of safeguards and gender into project design and contracts, with particular reference to SWM projects	1 day	SIPMIU/DSMC	Prior to start of implementation
Program 2 Workshop for Contractors and Supervisory staff	IR/environmental issues during construction Implementation of RP/IEE Monitoring of RP/IEE implementation Reporting Requirements	1 day	SIPMIU, DSMC & Contractors	Prior to start of implementation
Program 3 Experiences and Best Practices	Experience sharing on RP/IEE and Implementation – Issues	1 day on a regular period	SIPMIU DSMC Contractors	Semi-annual; throughout project cycle.

Description	Contents	Schedule	Participants	Tentative Schedule
Sharing	and Challenges - Best Practices followed - Exposure visit to best practice cases of ADB funded SWM projects in India	1 trip	SIPMIU, DSMC safeguards personnel	One-time

XI. IMPLEMENTATION SCHEDULE

62. All the compensation, livelihood restoration and assistance will be completed prior to the start of the civil work at the existing dump site. Disbursement of compensation, assistance and relocation of APs cannot commence until the RP has been cleared by ADB. All entitlements are to be paid prior to displacement. Written confirmation is required by the SIPMIU to ADB stating that all compensation at replacement cost and/or as per EM has been paid to APs. A tentative implementation schedule is given in Table 9.

Table 8: Implementation Schedule

	Year 1							Years 2				Year 3			
	M4	M5	M6	M7	M8	M9	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Appoint Social Development (& Safeguards) Officer (SDO) at SIPMIU															
Award of works contract to successful bidder															
Update draft RP to reflect surveys, consultations, detailed design and results of due diligence															
Consultations and disclosure, awareness generation															
Review and approval (ADB)															
Training of SIPMIU SDO/safeguards officer															
Start of civil works															
Start of commercial operations															
Update Due Diligence Report, re-verify and confirm list of APs, vulnerable APs, placement opportunities, compensation due; conduct additional consultations for DDR updation															
Facilitate placements and compensation payments, as required, including additional assistance to vulnerable APs*															
Internal monitoring, including surveys of APs on entitlements, satisfaction surveys															

* Note: (1) In case of a time lag between commissioning of works and employment of ragpickers, compensation for livelihood loss will be required for the period of disruption.

(2) Dates are not available in the Implementation Schedule provided in the Detailed Project Report; start of civil works and start of commercial operations indicated in the schedule above is based on available information. The updated RP (during final design, prior to implementation) will revisit the RP Implementation Schedule and revise it to include dates and timelines.

XII. MONITORING AND REPORTING

63. RP implementation will be closely monitored to provide effective basis for assessing resettlement progress and identifying potential difficulties and problems. Monitoring will be undertaken by the SIPMIU SDO. Monitoring will involve administrative monitoring to ensure that implementation is on schedule and problems are dealt with on a timely basis; socio-economic monitoring during and after any resettlement impact utilizing baseline information established through the detailed measurement/census survey of APs proposed during RP updation, and overall monitoring. Monthly progress reports reporting status of RP implementation will be prepared by DSMC, and consolidated by the SIPMIU SDO with the assistance of DSMC social safeguards specialist. The PD, SIPMIU supported by SDO SIPMIU and RS DSMC will be responsible for monitoring transition to new jobs for APs facing livelihood loss. The SIPMIU/EA will submit semi-annual monitoring reports to ADB for review and post all safeguard monitoring reports on ADB and MoUD website. A sample monitoring template is given in Appendix 5.

APPENDIX 1: PROPOSED SUB-PROJECT COMPONENTS IN SOLID WASTE MANAGEMENT SUB PROJECT AND THEIR INVOLUNTARY RESETTLEMENT IMPACTS STATUS

S. No.	Components	Capacity	Unit (No.)	Length/ Area	IR Impacts	IP Impacts*
1	Collection & transportation including Primary Collection				No IR impact anticipated. Community awareness will be undertaken through approved action plan. ADB funded pilot project is already being implemented.	None
2	Resource Management Center		2	2500 sq. m area	Proposed in the land obtained from 2 landowners (4.429 Ha) and 3 lessees (3.306 Ha) at a negotiated price demanded by them, near the existing Tuirial dumping site. In addition, adjacent government land measuring 5.22 Ha was added by the Revenue Department. Total land required for all proposed SWM facilities was 5.64 hectares, but a total of 12.95 hectare land was thus obtained from the landowners (and government, with a view to accommodate future expansion and the required buffer zone. All land obtained is free from squatters/encroachers and no livelihoods are affected. The entire (100%) land parcel owned/leased by each landowner/lessee at the location was obtained, keeping also in mind the potential future lowering of land prices in the vicinity of the proposed landfill. None of the affected landowners are vulnerable. One female landowner does not belong to a female-headed household, though the land lease document is in her name.	The land is in the jurisdiction of local council Zemabawk, within AMC area. All landowners belong to scheduled tribes (ST) but cannot be classified as IP in Mizoram context. All 5 landowners live in Aizawl, do not follow traditional way of life and possess additional lands (apart from the land parcels sold).
3	Vermi Compost Plant	11 TPD	2	2400 sq. m area	Same as above	None
4	Mechanical Compost Plant	50 TPD	1	4725 sq. m area	Same as above	None
5	Sanitary Landfill	5 years	1	23026 sq. m area	Same as above	None
6	Parking, internal roads and other facilities			23781 sq. m	Same as above	None
6	Closure of existing dump site				Ragpickers (33 full-time and 26 part-time) working in the existing solid waste dumping site are likely to lose their livelihood when the existing dump site is closed. All 59 APs are below poverty line, of which 2 APs are also female-headed households. The project will seek to provide employment opportunity to all 59 APs at the	None

					<p>proposed new SWM facility complex (landfill site/compost plant/resource center etc.). SIPMIU has provided details of APs/ragpickers to AMC and sought a written assurance that the APs will be given preference for employment at the new facility. Five full-timers are presently already employed by AMC at the Pilot Resource Center.</p> <p>At present, short-term contracts for garbage collection trucks are given to local contractors; discussions with stakeholders reveal that contractors need to be changed often due to poor performance. Truck drivers and helpers change with each contract. No ragpicking activity is allowed en route (directly from the trucks). Scrap dealers in Aizawl are not likely to be affected; scrap dealers are few in number and AMC and SIPMIU are keen to continue working with them.</p>	
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*NOTE: In Mizoram, 99% of the population belongs to scheduled tribes. However, none of the APs (affected landowners or ragpickers) can be defined as IP as they do not follow the traditional way of life and are all integrated in mainstream Mizo society under the influence of Christian missionaries.

APPENDIX 2: DRAFT PROJECT INFORMATION DISCLOSURE LEAFLET

A. Background

1. The Northeastern Region Capital Cities Development Investment Program (NERCCDIP) envisions achieving sustainable urban development in the project cities of Agartala, Aizawl, Kohima, Gangtok, and Shillong through investments in urban infrastructure sectors. The urban infrastructure and services improvement is proposed in the following sectors: (i) water supply, (ii) sewerage and sanitation, and (iii) solid waste management. The expected impact of NERCCDIP is increased economic growth potential, reduced poverty, and reduced imbalances between the NER and the rest of the country. A solid waste management subproject for Aizawl is proposed for funding under Project 3 of the MFF for NERCCDIP.

B. Subproject description

2. Proposed components of the Aizawl solid waste management subproject include: (i) collection (including primary collection) and transportation of waste; (ii) a resource management centre; (iii) 2 nos 11 TPD vermi-compost plants; (iv) 1 no. 50 TPD mechanical compost plant; (v) a sanitary landfill, planned for 5 years, with other Infrastructure facilities, and (vi) closure of Aizawl's existing solid waste dump site.

C. Resettlement Plan: Policy and Principles

3. A Resettlement Plan (RP) is prepared for Aizawl solid waste management subproject, based on the detailed engineering design and as per the Detailed Project Report (DPR). The subproject is classified as "Category B" for Involuntary Resettlement (IR) impact as per the ADB's Safeguard Policy Statement, 2009 (SPS).

D. Involuntary Resettlement impact

4. No major IR impacts are envisaged for the proposed project components. Land required for the project has been obtained from 2 private landowners and 3 government land lessees after consultations and consent from each landowner, at the price quoted by them. In addition, government land adjacent to the land parcels obtained from private landowners was provided by the Land Revenue Department. A total of 12.95 Ha land is available for the Aizawl solid waste management subproject. Land obtained is free from any squatters or encroachers and none of the APs' livelihoods were linked to the proposed solid waste facilities site.

5. Potential impacts to livelihoods of ragpickers have been identified, related to proposed closure of the existing AMC solid waste dump site. Permanent impacts to ragpickers' livelihoods on closure of the existing solid waste dump site will be avoided: (a) by ensuring that works at the new/proposed site are completed and commissioned before works related to closure of the old solid waste dump site are taken up; and (b) by accommodating the ragpickers in jobs generated at the new landfill site, compost plant and resource management centre. Temporary loss of income to the ragpickers is possible if there is any delay in placement or recruitment to available jobs at the newly created/commissioned facilities. Hence, temporary loss of income to ragpickers is also to be avoided through timely recruitment to jobs created at the new facilities immediately on commissioning of works, thereby avoiding delays in placement. Socio-economic surveys and consultations with ragpickers were conducted over several days at the existing dump site, to ensure identification of all ragpickers. A total of 33 ragpickers (belonging to 33

vulnerable households) were identified, consulted and surveyed; in addition, 26 part-time ragpickers belonging to the same households were identified. Safeguards monitoring will ensure that temporary income loss due to the closure of the existing site is avoided/minimised. Out of the identified ragpickers, 5 are already employed in the resource management center for the solid waste management pilot project in Aizawl.

E. Entitlement

5. The types of losses—permanent or temporary, total or partial due to the project include (i) loss of private land; (ii) loss of structure; (iii) loss of trees; and (iv) potential temporary loss of livelihood. According to SPS 2009 of ADB, the absence of formal and legal title should not prevent the affected person from receiving compensation and resettlement assistance from the project. All displaced persons will be entitled to a combination of compensation packages and resettlement assistance, depending on the nature of ownership rights on lost assets, 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 facing livelihood loss will be entitled to compensation for temporary loss of income and special assistance for vulnerable households, as all those facing livelihood loss are vulnerable. Affected persons including titled and non-titled will be eligible for compensation as defined in the Entitlement Matrix for the project. A budgetary provision of INR 12.5 million for RP implementation is made.

F. Institutional Arrangement

6. The Ministry of Urban Development (MOUD) is the national-level executing agency (EA) of the Program. SIPMIU Aizawl will be responsible for overall program implementation, monitoring, and supervision. The SIPMIU will have a Social Development Officer (SDO), who will be responsible for RP implementation and reporting to ADB. Design Supervision Management Consultants (DSMC) having resettlement specialist in the team is engaged to facilitate planning and implementation of the subproject along with the SIPMIU staff.

G. Grievance Redress Mechanism (GRM)

7. Grievances of affected persons will first be resolved by the contractor and SIPMIU on-site personnel. The SIPMIU SDO will be responsible to see through the process of redressal of each grievance. Grievances not redressed by the SIPMIU within 7 days will be brought to the city-level Grievance Redress Committee (GRC) set up to monitor project implementation in Aizawl, to be resolved within 15 days. Any unresolved or major issues will be brought to the attention of the state-level GRC, to be resolved within 15 days. The GRC at state-level is chaired by the Minister of UD&PA, GoM with representatives from the ULB, state government agencies, community-based organizations (CBOs) and NGOs. Grievances not redressed by the GRC will be referred to the appropriate courts of law. The GRC will continue to function throughout the project duration.

H. Contact details

Organisation	Name	Position	Address and phone numbers
Contractor		Safeguard supervisor	
DSMC		Social Safeguard Specialist	
SIPMIU		Social Development Officer	

APPENDIX 3: SAMPLE GRIEVANCE REDRESS FORM

(To be available in English and Mizo)

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

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

FOR OFFICIAL USE ONLY

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

APPENDIX 4: COMPARISON BETWEEN LARR ACT 2013¹⁹ AND ADB SPS 2009

ADB SPS Policy Principle	LARR Act	Remarks
Involuntary resettlement should be avoided whenever feasible; if unavoidable it should be minimized.	Followed	
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.	Followed	
Carry out meaningful consultations with affected 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 affected persons' concerns. 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.	Followed	
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 value 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.	Followed	
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.	Followed	
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.	Followed	
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.	Followed	
Ensure that displaced persons without titles to land or any recognizable legal rights to land are eligible for resettlement assistance and compensation for loss of non-land assets.	Followed	
Prepare a resettlement plan elaborating on displaced persons' entitlements, the income and livelihood restoration strategy, institutional arrangements, monitoring and reporting framework, budget, and time-bound	Prepared	The LARR Act refers to the RR scheme

ADB = Asian Development Bank, LARR = Land Acquisition, Rehabilitation and Resettlement, SPS=Safeguard Policy Statement

¹⁹ The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.

APPENDIX 5: SAMPLE MONITORING TEMPLATE

1. A semi-annual monitoring report shall be prepared on Resettlement Plan implementation and submitted to ADB by the PMC. It will include: (1) **the list of APs**, with need for placement and compensation, if any due to each and details of compensation paid with signed receipts annexed to the report, socio-economic status and satisfaction levels of APs with the RP implementation process, compensation and mitigation measures; (2) **the list of vulnerable APs** and additional compensation / special protection measures planned/implemented for them; socio-economic status and satisfaction levels of vulnerable APs with the RP implementation process, compensation and mitigation measures; (3) **details of consultations held with APs** (with number of participants by gender, issues raised, conclusion / agreement reached, actions required/taken; (4) **details of grievances** registered, redressed, outstanding complaints, minutes of GRM meetings held; (5) **details of information disclosure** and awareness generation activities, levels of awareness among target population and behavior change, if any; and (6) **any other relevant information** showing RP implementation progress. The following checklist may be used for overall monitoring of RP implementation.

S. N.	Resettlement Plan Activities	Completed Y/N	Remarks
A. Pre-Construction Activities and Resettlement Plan Activities			
1	Approval of final Resettlement Plan by ADB prior to contract award		
2	Disclosure of final Resettlement Plan on ADB and EA websites		
3	Circulation of summary RP in two local languages to all stakeholders		
A. Resettlement Plan Implementation			
1	Grievance Redress Committee and telephone hotlines established		
2	Entitlements and grievance redress procedure disclosed		
3	Finalization of list of APs, vulnerable APs and placements, compensation/ assistance due; consultations with APs		
4	Update DDR prior to assessed impact		
5	Affected persons received entitlements and livelihood support as specified in RP		
6	Payment of compensation required, if any (No. of APs)		
7	Additional assistance for vulnerable households given (No. of vulnerable APs)		
8	Grievances No. of grievances registered No. of grievances redressed Outstanding complaints Disclosure of grievance redress statistics		
9	Consultation, participation and disclosure as per Plan		
C. Monitoring			
1	Survey on socio-economic status of APs (including vulnerable APs) completed and compared with baseline survey results		
2	Survey on satisfaction levels of APs with RP implementation completed		
D. Labor			
1	Implementation of all statutory provisions on labor like health, safety, welfare, sanitation, and working conditions by Contractors		
2	Equal pay for equal work for men and women		

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

APPENDIX 6: DUE DILIGENCE REPORT AND SUMMARY OF CONSULTATIONS FOR AIZAWL SOLID WASTE MANAGEMENT SUBPROJECT

A. Scope of this report

1. This land acquisition and resettlement due diligence report is prepared for the proposed Solid Waste Management under Project-3 of MFF under the NERCCDIP. The proposed coverage area of the subproject includes the entire AMC area.

1. A due diligence process was conducted to examine the land acquisition and resettlement issues in detail, in line with ADB SPS 2009. This report describes the findings and provides copies of available legal documents, summary of consultations and photographs.

2. The Social Development Officer at SIPMIU will be required to undertake a review of this due diligence before displacement, prepare a confirmation letter or report documenting any modifications for the subproject and its impacts and submit to ADB. A 'no objection' confirmation will be again sought from ADB with the updated DDR, prior to start of works related to closure of the existing dump site, which is anticipated to cause potential temporary impacts to livelihoods under the subproject.

B. Subproject description

3. Proposed components of the Aizawl solid waste management subproject include: (i) collection (including primary collection) and transportation of waste; (ii) a resource management centre; (iii) 2 no.s 11 TPD vermi-compost plants; (iv) 1 no. 50 TPD mechanical compost plant; (v) a sanitary landfill, planned for 5 years, with other Infrastructure facilities, and (vi) closure of Aizawl's existing solid waste dump site. A Resettlement Plan (RP) is prepared for Aizawl solid waste management subproject, based on the detailed engineering design and as per the Detailed Project Report (DPR). The subproject is classified as "Category B" for Involuntary Resettlement (IR) impact as per the ADB's Safeguard Policy Statement, 2009 (SPS).

C. Outline of field work

4. In February 2011, field inspection of proposed subproject facility locations that had been identified was undertaken. These included field visit to the identified sites for acquisition; and stakeholder consultations. Information on land ownership was gathered and copies of no objection certificates and demand notes on land price obtained from owners of proposed sites during field work.

Subsequently, in 2015, potential temporary impacts to livelihoods of ragpickers at the existing dump site of AMC were identified and socio-economic surveys of APs and consultations conducted.

Appendix Table 6.2: Summary of consultations

Date	Location	No. of Participants	Type of Participants	Topics Discussed	Issues Raised
8Mar2011	Turial	6 M-5,F-1	Local members	About the project and descriptions and the change of method from the current dump site. Positive and negative impact of the construction. Local community response towards the project	Local people & community participation in project implementation Smoke from the current dumping site
31 Jan 2013	Zemabawk YMA Hall	30 M-17,F-13	Local Residents of Zemabawk, Local Council and NGOs	The location of proposed project land is under Zemabawk Local Council. Information and discussion was required for obtaining consent. About the project and descriptions and the change of method from the current dump site. Positive and negative impact of the Water Supply System construction	Low income household contribution/ participation in project implementation Awareness programs for the community about hygiene Smoke free disposal of waste. Declaration shown in Annexure 4
6 Feb 2015	AMC dump site	33 M-23, F-17	Affected persons (rag pickers)	Closure of AMC dumpsite. Potential positive and negative impacts of the project ADB safeguards policy and entitlements	Proposed project, potential impacts Livelihood restoration Preferred mitigation measures.

D. Land availability and resettlement impacts

6. Land measuring 12.95 ha has been obtained for the project. Of this, 4.429 ha was purchased from 2 landowners near the existing AMC dump site, 3.306 ha obtained from 3 government land lessees, and 5.22 ha of government land transferred.

7. The land obtained is free from encroachers/squatters. All the landowners/lessees were willing to sell/provide the land. All landowners/lessees submitted demand notes indicating willingness to sell and expected price for their respective land parcels. No permanent loss of livelihood due to land is anticipated. The average size of affected landowner households is 7 members. All family members of the affected households are literate. The socioeconomic survey reveals that the income level of affected households ranges from INR 25000 to INR 50,000 per month. None of the households are classified as vulnerable.

8. All the 5 affected persons/landowners/lessees belong to scheduled tribes as more than 99% of the population in Aizawl is scheduled tribe. All 5 live in Aizawl city, do not adhere to the traditional way of life of IPs, are integrated in mainstream Mizo society.

9. Potential temporary impacts have been identified at the existing dumpsite under AMC, proposed for closure. Potential impacts to livelihoods of ragpickers have been identified, related to proposed closure of the existing AMC solid waste dump site. Permanent impacts to ragpickers' livelihoods on closure of the existing solid waste dump site will be avoided: (a) by ensuring that works at the new/proposed site are completed and commissioned before works related to closure of the old solid waste dump site are taken up; and (b) by accommodating the ragpickers in jobs generated at the new landfill site, compost plant and resource management centre. Temporary loss of income to the ragpickers is possible if there is any delay in placement or recruitment to available jobs at the newly created/commissioned facilities. Hence, temporary loss of income to ragpickers is also to be avoided through timely recruitment to jobs created at the new facilities immediately on commissioning of works, thereby avoiding delays in placement. Socio-economic surveys and consultations with ragpickers were conducted over several days at the existing dump site, to ensure identification of all ragpickers. A total of 33 ragpickers (belonging to 33 vulnerable households) were identified, consulted and surveyed; in addition, 26 part-time ragpickers belonging to the same households were identified. Safeguards monitoring will ensure that temporary income loss due to the closure of the existing site is avoided/minimised. During the handover of facilities, condition will be imposed on AMC to give priority in employment to all the existing ragpickers; prior commitment to the same is already sought from AMC.

Appendix Table 6.2: Details of Land Availability and Ownership

S. No.	Proposed facility(ies)	Available area	Name of Owner(s)	Remarks: Due Diligence
1.	Resource Management Center 2nos.	1.95 Hectares of which 32651 sq m required for S. No 1-4 and 23781 sq m required for S. No. 5. Remaining land is proposed for future expansion and buffer zone.	Land obtained from 2 landowners and 3 lessees; compensation paid in 2013. Provisional land pass is presently in the name of UD&PA Department	Unused land free from any encroachment acquired from willing sellers at the respective prices demanded by them.
2.	2 nos. 11TBD capacity Vermi Compost Plant			Same as above
3	1 No. 50 TPD Mechanical Compost Plant			Same as above
4	Sanitary Landfill (5 years) with other infrastructural facilities			Same as above
5	Internal roads and other infrastructure facilities			Same as above
6	Closure of existing Dump site	N A	AMC	59 ragpickers likely to be affected due to closure of existing dumpsite. The RP identifies potential impacts and recommends mitigation measures.

E. Conclusions and next steps

1. DDR to be updated with:
 - (a) certification of ownership of government land (5.22 Ha) in the total land of 12.95 Ha allotted for solid waste facilities for the city;
 - (b) land ownership/transfer document for the subproject site;
 - (c) surveys and consultations with ragpickers for final updation of RP, before start of works at existing dump site.
2. The updated RP (prior to implementation) will revisit the RP Implementation Schedule and revise it to include dates and specific timelines.
3. ADB approval needs to be obtained for the updated RP and DDR.

Annexure 1: Landpass of 5 landowners/sellers/lessees, Notification and Provisional Land lease certificate of acquired land.

APPENDIX 'B'
(Vide Rule 19)

PERIODIC PATTA

Section 4 (2) of the Mizo District (Agricultural Land) Act, 1963.

No. 103101/101/101 of 2005

This periodic patta, temporarily allotting the Agriculture Land prescribed hereunder as recorded in the Register of Land Records for Periodic Patta, is issued for a period of 5 (Five) Calendar years under section 4 of the Mizo District (Agricultural Land) Act, 1963 to :-

Name Ramjauva Father's Name Buangrehuma
Address Zemabauie
Vide Govt. letter No. K-53011/214/00-REV/VOL-II Dt. 22-11-04

Regis- tration No.	Grade No.	Area in bigha	Revenue rate per bigha	Other taxes, cesses & rate payable	Total amount of revenue etc. payable per annum	Period of allotment and extension
<u>101/4/2005</u> <u>3-3-05</u>	<u>II</u>	<u>1.50 H</u> <u>2.76</u>	<u>8/160</u> <u>Rs. 8/-</u> <u>2400/-</u>	<u>140</u>	<u>B. 208</u> <u>Rs. 80/-</u> <u>350/-</u>	<u>2009-2013</u> <u>2005-2009</u>

Description of boundary with location :-

Location :- Bungmual, Zemabauie Validity extended upto 2009-2013
Vide No. S-11037/15/10-LSC
DTE (REV), Dt. 1/4/10

Survey No. :- 77

Boundary :- (a) North :- Lalgawni
(b) South :- Lolehuana
(c) East :- Dante lui
(d) West :- Bunglai

Asstt. Settlement Officer - II,
Land Revenue and Settlement,
Mizoram Aizawl

The holder of this Periodic Patta has entered into an engagement with the Govt. of Mizoram to pay land revenue, and other taxes, cesses and rates as shown above, and thereby acquired the status of Periodic Patta-holder as defined under Rule 2 (8) of the Mizo District (Agricultural Land) Rules, 1971. He has the right to use the land for a period of the allotment in accordance with the terms and conditions imposed in this Periodic Patta. This Periodic Patta is renewable on application at the expiry of the period of allotment.

Memo No. S-11034/28/04-LSC/RTA (REV) Dated Aizawl the 3-5-05

Copy to :-

- 1) The Director, Land Revenue & Settlement, Mizoram, Aizawl
- 2) The Deputy Commissioner (Revenue Branch) Aizawl/ Lunglei
Chumphai/ Mamit/ Kolasib/ Serchhip
- 3) The S.D.O./B.D.O./A.O. Hongnam
- 4) The Village Council President concerned Zemabauie
- 5) Periodic Patta Holder
- 6) Record Register

Signature of Issuing Officer
Land Revenue & Settlement
Mizoram Aizawl

Annexure 1.2

APPENDIX 'B'

(Vide Rule 19)

PERIODIC PATTA

Section 4 (2) of the Mizo District (Agricultural Land) Act, 1963.

103101 / 10 / 100 of 2005

This periodic patta, temporarily allotting the Agriculture Land prescribed hereunder as recorded in the Register of Land Records for Periodic Patta, is issued for a period of 5 (Five) Calendar years under section 4 of the Mizo District (Agricultural Land) Act, 1963 to :-

Name Lalgaoni Father's Name BuangkhumaAddress ZemabauVide Govt. letter No. R-53011/214/00-REV/01-II Dt. 22.11.04

Registration No.	Grade No.	Area in bigha	Revenue rate per bigha	Other taxes, cesses & rate payable	Total amount of revenue etc. payable per annum	Period of allotment and extension
100/8/2005 3.3.05	II	1.27 2.52 1 1/2 Hec	160 128/- 80	-	203 203.84 120/-	2005-2009 2009-2013

Description of boundary with location :-

Location :- Bungmual, ZemabauValidity extended upto 2009-2013Vide No 3-11037/15/10-LSC/DTE (REV), Dt. 11/6/10.Survey No. : 76Boundary :- (a) North :- Ramte lui(b) South :- Ramgauna(c) East :- Ramte lui(d) West :- BungluiAsst. Settlement Officer - II,
Land Revenue and Settlement,
Mizoram - Aizawl

The holder of this Periodic Patta has entered into an engagement with the Govt. of Mizoram to pay land revenue, and other taxes, cesses and rates as shown above, and thereby acquired the status of Periodic Patta-holder as defined under Rule 2 (8) of the Mizo District (Agricultural Land) Rules, 1971. He has the right to use the land for a period of the allotment in accordance with the terms and conditions imposed in this Periodic Patta. This Periodic Patta is renewable on application at the expiry of the period of allotment.

Memo No. S-11034/28/04-LSC/DTE (REV) Dated 11/6/10 the 3.3.05

Copy to :-

- 1) The Director, Land Revenue & Settlement, Mizoram, Aizawl
- 2) The Deputy Commissioner (Revenue Branch) Aizawl/ Lunglei
Champhai/ Mamit/ Kolasib/ Serchhip
- 3) The S.D.O./B.D.O./A.O. Targuam
- 4) The Village Council President concerned Zemabau
- 5) Periodic Patta Holder
- 6) Record Register

Signature of Issuing Officer
Asst. Settlement Officer - II
Land Revenue and Settlement
Mizoram - Aizawl

Annexure 1.3

(64)

APPENDIX 'C' DUPLICATE

CERTIFICATE OF AGRICULTURAL LAND SETTLEMENT
[Section 4 (2) of the Mizo District (Agricultural Land) Act, 1963]

No. 10.2101/10/284 of 2009

This Certificate settling the land prescribed hereunder as recorded in the General Register, is granted under section 4 (2) of the Mizo District (Agricultural Land) Act, 1963 and Section 6 & 19 of the Mizo District (Agricultural Land) Rule, 1971 to :-


Name : B. Dawngiana
 Father's Name : Zairuala (L)
 Location Address : Zerobauk ram
 Present Address : Electric Veng, Aizawl

Serial No.	Grade No.	Area in Bigha	Rate per Sq.ft	Revenue payable per annum
10/284 2009	I	<u>24.23</u> Bigha	Rs. 200/-	Rs. <u>646.720</u>
		<u>324.32.50</u> Sq.m/Sq.ft		
		Taken as <u>3.23</u> Hec		
		(<u>3 1/2</u> Hectare)		
		Bigha / Bighas for Revenue Assessment		

Description of Boundary with location :-

See Typed Boundary Description under Land Settlement Certificate No. 10/284 of 2009 attached to the Certificate.

The holder of this Certificate has entered into an engagement with the Government of Mizoram to pay Land Revenue as shown above and thus acquired the heritable and transferable right of use or of subletting in his land subject to the payment of all Revenues and taxes from time to time legally assessed or imposed in respect of the land with the terms and condition laid down overleaf.


 Signature of Issuing Officer

Annexure 1.4

(53)

APPENDIX 'C'

CERTIFICATE OF AGRICULTURAL LAND SETTLEMENT

Section 4 (2) of the Mizo District (Agricultural Land) Act, 1963

NO 10320/10/03 OF 1999

This Certificate settling the land prescribed hereunder as recorded in the General Register, is granted under section 4(2) of the Mizo District (Agricultural Land) Act 1963 and Section 6 & 19 of the Mizo District (Agricultural Land) Rule, 1971 to :-

Name : B. Bualchhunta

Father's Name : Kailua

Location Address : Zenabank

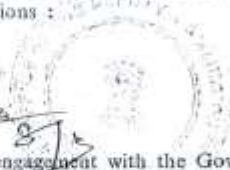
Present Address : Bawngkawn

Serial No.	Grade No.	Area in Bigha	Rate per Bigha	Revenue payable per annum
<u>10320/10/03</u> <u>1999</u>	<u>III</u>	<u>8 85</u> Bigha <u>1880</u> Sqm/Sq-ft. Taken as <u>9</u> Bigha, Bighas for Revenue Assessment	<u>Rs. 15/-</u> <u>(fifteen)</u>	<u>Rs. 135/-</u> <u>(one hundred thirty five)</u>

Description of Boundary with locations :

See Typed Boundary Description under Land Settlement Certificate No. 10320/10/03 of 1999 attached to the Certificate

The holder of this Certificate has entered into an engagement with the Govt. of Mizoram to pay land Revenue as shown above and has acquired and transferable right of use or of sublotting in his land subject to the payment of all Revenue and taxes from time to time legally assessed or imposed in respect of the land with the terms and condition laid down overleaf.


[Signature]
 Assistant Commissioner, Aizawl District

MGP-30,000-12/91

Annexure 1.5

APPENDIX 'B'
(Vide Rule 19)
PERIODIC PATTA

4 (2) of the Mizo District (Agricultural Land) Act, 1963.

No. 103101/10177 of 2005

This periodic patta, temporarily allotting the Agriculture Land prescribed hereunder as recorded in the Register of Land Records for Periodic Patta, is issued for a period of 5 (Five) Calendar years under section 4 of the Mizo District (Agricultural Land) Act, 1963 to :-

Name Lalehhuana Father's Name Buangkhuma
Address Remabai
Vide Govt. letter No. K-5301/24/80-REV/Vol-I Dt. 22.11.04

Registration No.	Grade No.	Area in bigha	Revenue rate per bigha	Other taxes, cesses & rate payable	Total amount of revenue etc. payable per annum	Period of allotment and extension
<u>77/8/2005</u> <u>1.3.05</u>	<u>II</u>	<u>1/2 Hasar</u> <u>6.27</u>	<u>Rs. 80</u>	<u>—</u>	<u>Rs. 52/136</u> <u>Rs. 40</u>	<u>2005-2009</u> <u>2009-2013</u>

Description of boundary with location :-
Location :- Bungmaial Remabai Corrected Vide Notification No. K-1201305/2 of 28.9.2005

Survey No. 78
Boundary :- (a) North :- Rangaura For, Asstt. Settlement Officer, Land Revenue & Settlement, Aizawl District, Mizoram
(b) South :- Kawn Valcity extended upto 2009-2013
(c) East :- Baundai lai Vide No. S-11054/16/03-LSC Dt. 16.10.03
(d) West :- Bunglai Asslt. Settlement Officer - II, Land Revenue and Settlement, Mizoram, Aizawl

The holder of this Periodic Patta has entered into an engagement with the Govt. of Mizoram to pay land revenue, and other taxes, cesses and rates as shown above, and thereby acquired the status of Periodic Patta-holder as defined under Rule 2 (8) of the Mizo District (Agricultural Land) Rules, 1971. He has the right to use the land for a period of the allotment in accordance with the terms and conditions imposed in this Periodic Patta. This Periodic Patta is renewable on application at the expiry of the period of allotment.

Memo No. S-11054/29/04-LSC (REV) Dated April the 1.3.05

Copy to :-

- 1) The Director, Land Revenue & Settlement, Mizoram, Aizawl
- 2) The Deputy Commissioner (Revenue Branch) Aizawl/ Lunglei Champhai/ Mamit/ Kolasib/ Serchhip
- 3) The S.D.O./B.D.O./A.O. Hangnam
- 4) The Village Council President concerned Remabai
- 5) Periodic Patta Holder
- 6) Record Register

Signature of Issuing Officer
Land Revenue & Settlement
Aizawl District, Mizoram

Annexure 1.6

GOVERNMENT OF MIZORAM
REVENUE DEPARTMENT.

NOTIFICATION

Dated Aizawl, the 15th Dec, 2010.

No.K.12011/14/10-REV : Whereas it appears to the appropriate Government (Hereinafter referred to as the Government of Mizoram) that the land specified in the schedule there-to (hereinafter referred to as the "said land") is likely to be needed for public purpose viz., Acquisition of land for establishment of Solid Waste Management Plant at Tuirial.

1. Now, therefore, the Government hereby notifies under sub-section (i) of section 4 of the Land Acquisition Act, 1894 (Central Act of 1894) hereinafter referred to as the said Act that the said land is likely to be needed for the purpose specified above.
2. Any person interested in any land being notified may submit his/her objection to the acquisition in writing to the Deputy Commissioner/Collector, Aizawl District within a period of 30 days from the date of publication of this Notification in the Mizoram Gazette, who will dispose of the objection and claims as per provision of section 5-A of the Land Acquisition Act, 1894.
3. All persons interested in the said land are hereby warned not to be obstruct or interfere with any Surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment exchange of the status of Pass or otherwise or any outlay commenced or improvement made therein without the sanction of the Collector will, under clause (seventh) of section 24 of the said Act, be disregarded while assessing compensation for such parts of the said land as may be finally acquired.

SCHEDULE

DISTRICT: AIZAWL

Description of land	Approximate Area.	Status of Pass
A plot of land belonging to		
1. B.Dawngliana, Zernabawk	24.23 bighas	Agri.LSC No.103101/10/284 of 09
2. Malsawmdawngliana, Zernabawk	16.81 bighas	P.Patta No.103101/10/654 of 2007
3. B.Bualchhuaka, Zernabawk	8.85 bighas	LSC No.103201/10/03 of 1993
4. Lalzawni, Zernabawk	11.21 bighas	P.Patta No.103101/10/100 of 2005
5. Ramzauva, Zernabawk	9.76 bighas	P.Patta No.103101/10/101 of 2005
6. Lalchhuana, Zernabawk	3.73 bighas	P.Patta No.103101/10/77 of 2005

Urban Dev. & Poverty Alleviation Deptt.
Receipt No. 5804
Date 15/12/10

Sd/-
R.L RINAWMA
Commissioner/Secretary to the Govt. of Mizoram
Revenue Department.

Annexure 1.7

1-FEB-2011 12:07 FROM: DY SECRETARY UD&PA, F 2300313

TO: 2340532

P.1

- 2 -

Memo No.K.12011/14/10-REV

Dated Aizawl, the 15th Dec, 2010.

Copy to :

1. Deputy Commissioner, Aizawl for information and necessary action. He is requested to take a timely action and to complete all proceedings within the time frame as provided under L.A. Act, 1894. Announcement of the Award in the open Court may be done after the same is approved by the Government.
2. Director, I & PR Department for favour of publishing the above Notification in two leading Local Newspapers. Ten spare copies are enclosed herewith. Any Notification bills received in this regard shall be sent to the Director, UD & PA for payment.
3. The Controller, Printing & Stationery, Mizoram, Aizawl for favour of publication in the Mizoram Gazette (Extra Ordinary) and a copy of which may kindly be sent to the undersigned for record.
- ✓ 4. The Secretary to the Govt. of Mizoram, UD & PA. This has reference to I.D No.B.13016/13/2007-UD&PA(SAW), dt.25.11.2010
5. The Director, UD & PA Department. He is informed to make payment of Advertisement Bills when received.
6. The Director, Disaster Management & Rehabilitation Department for information and necessary action.
7. Director, Land Revenue & Settlement, Govt. of Mizoram for information and necessary action.
8. The V.C.P. _____ for information and necessary action. He is requested to put up this Notification in the Local Notice Board.
9. Guard File.

(ROKIMI)

Under Secretary to the Govt. of Mizoram
Revenue Department.

Annexure 2 Provisional land lease certificate issued by Revenue Department for the acquired land*

PROVISIONAL LAND LEASE CERTIFICATE
[See Rule 7(6)]

No. 22 of 2014

Name of Provisional Certificate Holder : Secretary to the Government of Mizoram, UD&PA Dept.
Address : Aizawl : Mizoram
Location : Zemabawk, Bungmual
Purpose : Solid Waste Management Plan
Area in Bigha & Sqm. : 96.80 bighas = 129548.00 sqm.
Period of Validity : Six (6) month w.e.f. June,2014 to Nov,2014

Government Vide No.K15011/138/2012-REV Dt.4.6.2014

The holder of this Provisional Land Lease Certificate will be issued Land Lease Certificate after completion of these conditions:-

1. Properly demarcated with the assistance of Revenue Department using boundary pillars prescribed by the Revenue Department.
2. Boundary wall or proper fencing shall be put up by the allottee within six (6) months from the date of issue of Provisional Land Lease Certificate.
3. On satisfactory fulfilment of above two conditions the holder of this Provisional Land Lease Certificate shall apply for issue of Land Lease Certificate.


(R.LALRAMNGHAKA)
Director
Land Revenue & Settlement
Mizoram : Aizawl

Note: Provisional certificate issued by the Land Revenue Department, GoM as an interim measure, until survey and issuance of land documents is undertaken. SIPMIU has submitted a request for issuance of the land document to the Land Revenue Department, which is under process.

Name of Lessee :		URBAN DEVELOPMENT & POVERTY ALLEVIATION DEPARTMENT	
		GOVT. OF MIZORAM	
Purpose :	SOLID WASTE MANAGEMENT PLAN.		
Location :	ZEMABAWK, BUNGMAU, DAMDIAI LUI & BAMBOO ROAD INKAR		
Town :	ZEMABAWK LOCAL COUNCIL		
Previous Registration No.			
1. Garden Lsc. No. <u>3 of 1999</u> , Pass Area : <u>8.85</u> Bigha		2. Garden Lsc. No. <u>284 of 2009</u> , Pass Area : <u>24.23</u> Bigha	
3. Garden P/P. No. <u>77 of 2005</u> , Pass Area : <u>6.27</u> Bigha		4. Garden P/P. No. <u>100 of 2005</u> , Pass Area : <u>9.52</u> Bigha	
5. Garden P/P. No. <u>101 of 2005</u> , Pass Area : <u>9.76</u> Bigha		Total Pass Area : .58.63.Bigha	
Date of Survey : <u>2.8.2013 - 6.8.2013</u>		Scale : <u>1 : 4000</u> Survey Area : <u>129548.00 Sq.m.</u>	
Grade : <u>III</u>		<u>96.80 Bigha.</u>	
		<u>12.95 Hacture</u>	

Demarcated by	Checked by	Countersigned by	
(LALTHAKIMA) Surveyor D.L.R & S. Mizoram/Aizawl	(H. Remyia) Surveyor D.L.R & S. Mizoram/Aizawl	Muzam Asst. Director of Survey Revenue & Settlement Mizoram, Aizawl	<p>Note: He ram hi a chungha Garden Lsc. 2 leh Garden P/Patta. 3 te zawm khawm a Land Lease siam a ni.</p>
Approved by _____ Director Land Revenue & Settlement Mizoram / Aizawl			
Accepted by _____			
Issued by _____			

LINE	S/D	H/D	F/B	V/A	V/H
1	2	16.00	16.00	326°	0°
2	3	47.00	47.00	306°	0°
3	4	82.00	82.00	4°	0°
4	5	24.00	24.00	280°	0°
5	6	32.00	32.00	258°	0°
6	7	40.00	40.00	266°	0°
7	8	68.00	61.62	6°	25°
8	9	16.00	15.75	37°	10°
9	10	64.00	63.02	63°	10°
10	11	70.00	68.93	85°	10°
11	12	30.00	29.54	80°	10°
12	13	53.00	52.19	42°	10°
13	14	28.00	27.57	30°	10°
14	15	26.00	25.60	20°	10°
15	16	20.00	19.69	337°	10°
16	17	35.00	34.46	27°	10°
17	18	30.00	29.54	327°	10°
18	19	60.00	59.08	347°	10°
19	20	34.00	33.48	27°	10°
20	21	20.00	19.69	337°	10°
21	22	60.00	59.08	190°	10°
22	23	30.00	29.54	150°	10°
23	24	35.00	34.46	110°	10°
24	25	60.00	59.08	210°	10°
25	26	110.00	108.33	160°	10°
26	27	36.00	35.45	220°	10°
27	28	60.00	59.08	140°	10°
28	29	30.00	29.54	220°	10°
29	30	90.00	88.63	205°	10°
30	31	110.00	108.33	290°	30°
31	32	30.00	28.97	340°	15°
32	33	30.00	28.97	270°	15°
33	34	34.00	33.48	290°	30°
34	35	13.00	12.86	290°	15°
35	36	19.00	18.35	180°	15°
36	37	12.00	11.59	260°	15°
37	38	34.00	32.84	190°	15°
38	39	74.00	71.48	200°	15°
39	40	20.00	20.00	271°	0°
40	41	20.00	20.00	113°	0°

Annexure 3: Letters signifying willingness to sell by respective landowners, and price demanded

159-165
22/6
24/6/10

To,

The Senior Sanitation Officer
Urban Dev. & Poverty Alleviation Department
Aizawl : Mizoram.

Subject : Ram hralh phalna man leh L.S.C. xerox copy.

Reference : No. G-2007/7/2007-08/SSO Dated Aizawl, the 18th June, 2010.

Ka pu,

A chung a i lehkh a a i ngenna chhangin Tuirial kam Zemabawk ram-a ka ram (Agricultural Land), i department cawhliawh pailna bula mi, Sanitary Land Filling II huam atan lak min dil chu ka remti a, a man chu Rs. 46,00,000.00 (Cheng nuai sawmli paruk) a ni e.

L.S.C. No. chu 103101/10/284 of 2009 a ni a, hei a xerox copy ka rawn thil tel.

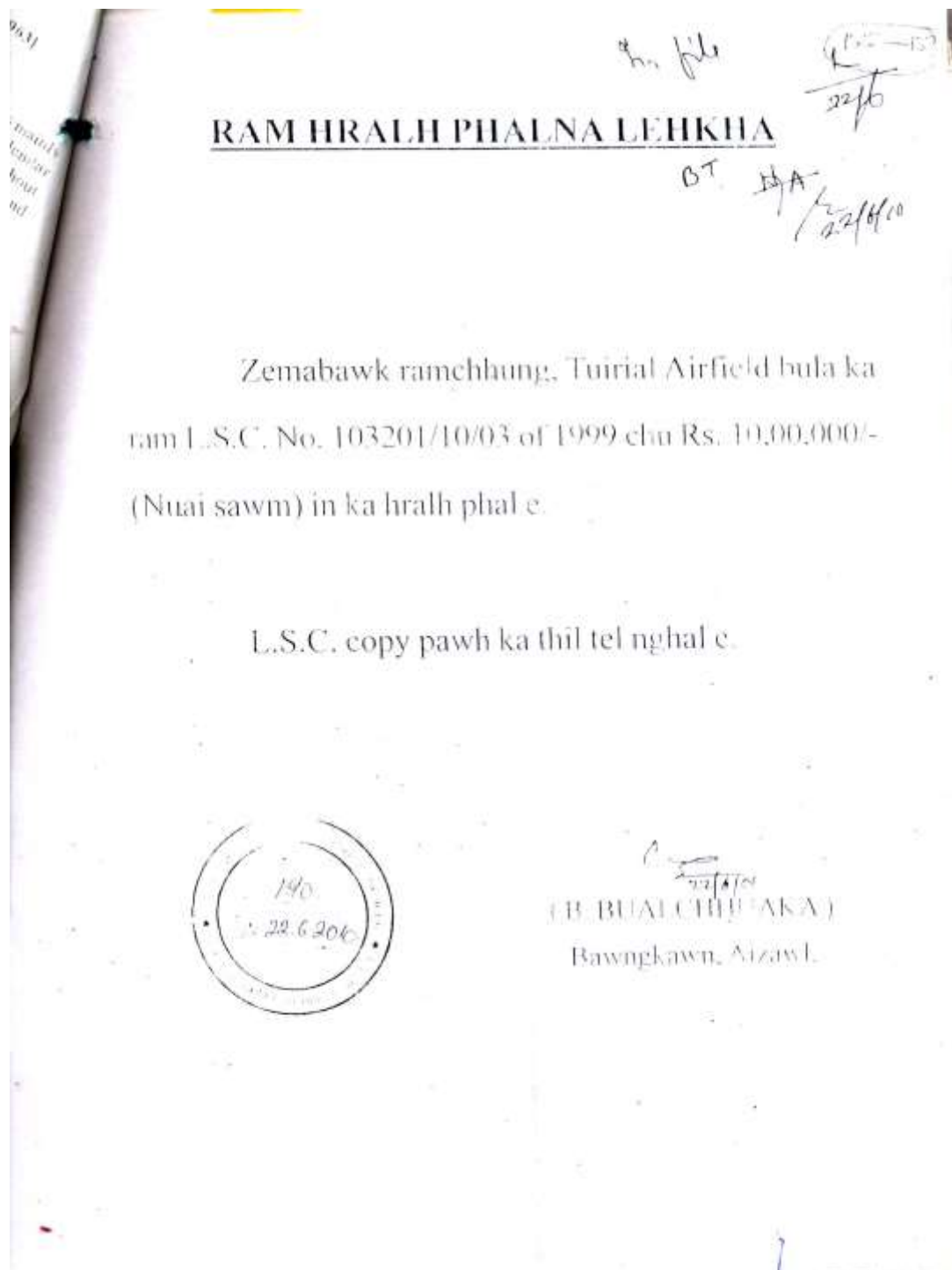
I rintlak,

Dated 21.6.2010

22.6.2010

B. Dawngliana
(B. DAWNGLIANA)
Electric Veng, Aizawl

Landowner Mr. B. Dawngliana's demand amount.



Landowner Mr. B. Bualchhuaka's demand amount

(16th - 17)

HUAN /LO/RAM

HRALH REMTIHNA LEHKHA

Heng kan **Huan/ Lo/ Ram** . Vaitlangsam/ Bungmual , rama mi te:

1. **P/Patta No. 77** of 2005
2. **P/Patta No. 100** of 2005
3. **P/Patta No. 101** of 2005

te hi kan remtihna zat, **Rs.10,00,000/= (Nuai sawm)** in hralh kan remti e.

Lalzawni 1-6-10

(LALZAWNI)

D/o B.Buangkhuma

Zemabawk Vengthar

Lalchhuana 1-6-10

(LALCHHUANA)

S/o B.Buangkhuma

Zemabawk Vengthar

Ramzauva 1-6-10

(RAMZAUVA)

S/o B.Buangkhuma

Zemabawk Vengthar

Landowner Mrs. Lalzawni, Mr. Lalchhuana & Mr. Ramzauva are brother and sister and had written in the same note, providing consent and demanding INR 4 Lakhs, 1 Lakhs and 5 Lakhs for land parcels owned, respectively.

Annexure 4: Land sale agreements

FORM-C
(See Rule 13)
Form of Agreement

This agreement made this 30th day of May, 2011.

Between

B. Daunglians of Kemabank

And

The District Collector, Aizawl District.

Hereinafter called "the owner" which expression shall unless repugnant with the context or meaning thereof includes his heirs, executors and administrators of the one part and the Governor of Mizoram, hereinafter called "the Government" of the other part. Whereas the owner is absolutely seized and in possession of or otherwise well and Sufficiently entitled to the piece or parcel of the land measuring 24.23 bighas At village Kemabank in Aizawl District.

Whereas the said piece and parcel of land has been notified for acquisition under the provisions of Land Acquisition Act, 1894 as amended from time to time for Solid waste Management Plant and possession thereof has been taken by Government duly serving notice under the provisions of the said Act, and whereas Section 11(2) of the Land Acquisition Act, 1894 read with Rule 13 of the Mizoram Land Acquisition Rules, 2010, provides that where the amount of compensation has been determined by agreement between the State Government and the person(s) to be compensated, it shall be paid in accordance with such agreement. And whereas the lawful holder/owner of the above land has agreed to receive compensation at 46 lakhs representing the compensation payable to the owner determined by the Land Acquisition Officer, as required under the said Act and whereas Government has agreed at the request of the owner to pay to the owner a sum of Rs. 46 lakhs representing the full compensation payable to the owner, which is inclusive of cost of land, structures, trees, other development works, the full compensation payable to the owners, which is inclusive of cost of land, structures, trees, other development works solatium, interest and items relevant for determination of compensation and the owner agreeing to execute a bond in the manner hereinafter appearing.

Now therefore, in consideration of the sum of Rs. 46 lakhs paid to the Government to the owner (the receipt of which the owner hereby acknowledges) the owner hereby agrees with the Government as follows:

1. The owner has received the sum of R. 46 lakhs
2. If hereafter it transpire that the owner is not entitled at all or is not exclusively entitled to the entire amount of compensation payable in respect of the said property or if the Government shall be required to pay compensation to any other person, the owner shall on demand, refund to the Government the said sum of Rs. 46 lakhs Or such lesser sum as may be determined as refundable by him to Government and shall also indemnify the Government against any loss or damage suffered or any cost, charges or expenses incurred by Government by reason of the payment to him.
3. Without prejudice to any other remedies for the enforcement of any refund or indemnity the Government may recover any sum due under this agreement as arrears of land revenue.

In witness whereof of the parties have set their hands the day and year first above written.

Signed by me
Before the Collector

Signature: B. Dawngliana
(B. DAWNGLIANA)
Remebauk,

23/6/2011
On behalf of and under the direction
of the Government of Mizoram

FORM-C
[Sec Rule 13]
Form of Agreement

(10)

This agreement made this 30th day of May 2011

Between

O. Bualchhuanke of Remabank

And

The District Collector, Aizawl District.

Hereinafter called "the owner" which expression shall unless repugnant with the context or meaning thereof includes his heirs, executors and administrators of the one part and the Governor of Mizoram, hereinafter called "the Government" of the other part. Whereas the owner is absolutely seized and in possession of or otherwise well and sufficiently entitled to the piece or parcel of the land measuring 8.85 bighas At village Remabank in Aizawl District.

Whereas the said piece and parcel of land has been notified for acquisition under the provisions of Land Acquisition Act, 1894 as amended from time to time for Solid Waste Management Plant and possession thereof has been taken by Government duly serving notice under the provisions of the said Act, and whereas Section 11(2) of the Land Acquisition Act, 1894 read with Rule 13 of the Mizoram Land Acquisition Rules, 2010, provides that where the amount of compensation has been determined by agreement between the State Government and the person(s) to be compensated, it shall be paid in accordance with such agreement. And whereas the lawful holder/owner of the above land has agreed to receive compensation at 10 Lakhs representing the compensation payable to the owner determined by the Land Acquisition Officer, as required under the said Act and rules and whereas Government has agreed at the request of the owner to pay to the owner a sum of ₹ 10 Lakhs representing the full compensation payable to the owner, which is inclusive of cost of land, structures, trees, other developmental works, the full compensation payable to the owners, which is inclusive of cost of land, structures, trees, other developmental works solatium interest and items relevant for determination of compensation and the owner agreeing to execute a bond in the manner hereinafter appearing.

Now therefore, in consideration of the sum of Rs. 10 Lakhs paid by the Government to the owner (the receipt of which the owner hereby acknowledges) the owner hereby agrees with the Government as follows.

1. The owner has received the sum of Rs. 10 Lakhs
2. If hereafter it transpire that the owner is not entitled at all or is not exclusively entitled to the entire amount of compensation payable in respect of the said property or if the Government shall be required to pay compensation to any other person, the owner shall on demand, refund to the Government the said sum of Rs. 10 Lakhs Or such lesser sum as may be determined as refundable by him to Government and shall also indemnify the Government against any loss or damage suffered or any cost, charges or expenses incurred by Government by reason of the payment to him.
3. Without prejudice to any other remedies for the enforcement of any refund or indemnity the Government may recover any sum due under this agreement as arrears of land revenue.

In witness whereof of the parties have set their hands the day and year first above written.

Signed by me
Before the Collector

Signature :

(B. BUALCHHUAKA)
Zemabakt.

On behalf of and under the direction
of the Government of Mizoram

FORM-C
[See Rule 13]
Form of Agreement

This agreement made this 27th day of May 2011

Between

Pi halzani of Zemabark

And

The District Collector, Aizawl District

Hereinafter called "the owner" which expression shall unless repugnant with the context or meaning thereof includes his heirs, executors and administrators of the one part and the Governor of Mizoram, hereinafter called "the Government" of the other part.

Whereas the owner is absolutely seized and in possession of or otherwise well and sufficiently entitled to the piece or parcel of the land measuring 11.21 Bighas At village Zemabark in Aizawl District.

Whereas the said piece and parcel of land has been notified for acquisition under the provisions of Land Acquisition Act, 1894 as amended from time to time for Solid Waste Management Plant and possession thereof has been taken by Government duly serving notice under the provisions of the said Act, and whereas Section 11(2) of the Land Acquisition Act, 1894 read with Rule 13 of the Mizoram Land Acquisition Rules, 2010, provides that where the amount of compensation has been determined by agreement between the State Government and the person(s) to be compensated, it shall be paid in accordance with such agreement. And whereas the lawful holder/owner of the above land has agreed to receive compensation at 4.00 Lakhs representing the compensation payable to the owner determined by the Land Acquisition Officer, as required under the said Act and rules and whereas Government has agreed at the request of the owner to pay to the owner a sum of ₹ 4.00 Lakhs representing the full compensation payable to the owner, which is inclusive of cost of land, structures, trees, other developmental works, the full compensation payable to the owners, which is inclusive of cost of land, structures, trees, other developmental works, solatium, interest and items relevant for determination of compensation and the owner agreeing to execute a bond in the manner hereinafter appearing.

Now therefore, in consideration of the sum of Rs. 4.00 lakhs paid by the Government to the owner (the receipt of which the owner hereby acknowledges) the owner hereby agrees with the Government as follows.

1. The owner has received the sum of Rs. 4.00 lakhs.
2. If hereafter it transpire that the owner is not entitled at all or is not exclusively entitled to the entire amount of compensation payable in respect of the said property or if the Government shall be required to pay compensation to any other person, the owner shall on demand, refund to the Government the said sum of Rs. 4.00 lakhs or such lesser sum as may be determined as refundable by him to Government and shall also indemnify the Government against any loss or damage suffered or any cost, charges or expenses incurred by Government by reason of the payment to him.
3. Without prejudice to any other remedies for the enforcement of any refund or indemnity the Government may recover any sum due under this agreement as arrears of land revenue.

In witness whereof of the parties have set their hands the day and year first above written.

Signed by me
Before the Collector

Signature: Lauzani
(LAUAWNI)
Zemabauk.

Rafiqul
On behalf of and under the direction
of the Government of Mizoram

FORM-C
[See Rule 13]
Form of Agreement

This agreement made this 27th day of May 2011

Between

P. Ramzauva of Zembabark

And

The District Collector, Aizawl District.

Hereinafter called "the owner" which expression shall unless repugnant with the context or meaning thereof includes his heirs, executors and administrators of the one part and the Governor of Mizoram, hereinafter called "the Government" of the other part. Whereas the owner is absolutely seized and in possession of or otherwise well and sufficiently entitled to the piece or parcel of the land measuring 9.76 bighas At village Zembabark in Aizawl District.

Whereas the said piece and parcel of land has been notified for acquisition under the provisions of Land Acquisition Act, 1894 as amended from time to time for Solid Waste Management Plant and possession thereof has been taken by Government duly serving notice under the provisions of the said Act, and whereas Section 11(2) of the Land Acquisition Act, 1894 read with Rule 13 of the Mizoram Land Acquisition Rules, 2010, provides that where the amount of compensation has been determined by agreement between the State Government and the person(s) to be compensated, it shall be paid in accordance with such agreement. And whereas the lawful holder/owner of the above land has agreed to receive compensation at 5.00 lakhs representing the compensation payable to the owner determined by the Land Acquisition Officer, as required under the said Act and rules and whereas Government has agreed at the request of the owner to pay to the owner a sum of ₹ 5.00 lakhs representing the full compensation payable to the owner, which is inclusive of cost of land, structures, trees, other developmental works, the full compensation payable to the owners, which is inclusive of cost of land, structures, trees, other developmental works solatium interest and items relevant for determination of compensation and the owner agreeing to execute a bond in the manner hereinafter appearing.

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Now therefore, in consideration of the sum of Rs. 5.00 Laks paid
by the Government to the owner (the receipt of which the owner hereby acknowledges) the
owner hereby agrees with the Government as follows.

1. The owner has received the sum of 5.00 Laks
2. If hereafter it transpire that the owner is not entitled at all or is
not exclusively entitled to the entire amount of compensation
payable in respect of the said property or if the Government shall
be required to pay compensation to any other person, the owner
shall on demand, refund to the Government the said sum of
Rs. 5.00 Laks Or such lesser sum as may be determined
as refundable by him to Government and shall also indemnify the
Government against any loss or damage suffered or any cost,
charges or expenses incurred by Government by reason of the
payment to him:
3. Without prejudice to any other remedies for the enforcement of
any refund or indemnity the Government may recover any sum
due under this agreement as arrears of land revenue.

In witness whereof of the parties have set their hands the day and year
first above written.

Signed by me
Before the Collector

Signature:

Ramzauva, 27.5.01
Ramzauva
Zemabark

On behalf of and under the direction
of the Government of Mizoram

27/5/2011

FORM-C
[See Rule 13]
Form of Agreement

This agreement made this 27th day of May, 2011

Between
Re. Lalchhuma of Zomabath

And
The District Collector, Aizawl District

Hereinafter called "the owner" which expression shall unless repugnant with the context or meaning thereof includes his heirs, executors and administrators of the one part and the Governor of Mizoram, hereinafter called "the Government" of the other part.

Whereas the owner is absolutely seized and in possession of or otherwise well and

Sufficiently entitled to the piece or parcel of the land measuring 3.73 bighas

At village Zomabath in Aizawl District.

Whereas the said piece and parcel of land has been notified for acquisition under the provisions of Land Acquisition Act, 1894 as amended from time to time for Solid Waste Management Plant and possession thereof has been taken by Government duly serving notice under the provisions of the said Act, and whereas Section 11(2) of the Land Acquisition Act, 1894 read with Rule 13 of the Mizoram Land Acquisition Rules, 2010, provides that where the amount of compensation has been determined by agreement between the State Government and the person(s) to be compensated, it shall be paid in accordance with such agreement. And whereas the lawful holder/owner of the above land has agreed to receive compensation at 1.00 lakh representing the compensation payable to the owner determined by the Land Acquisition Officer, as required under the said Act and rules and whereas Government has agreed at the request of the owner to pay to the owner a sum of ₹ 1.00 Lakh representing the full compensation payable to the owner, which is inclusive of cost of land, structures, trees, other developmental works, the full compensation payable to the owners, which is inclusive of cost of land, structures, trees, other developmental works solatium interest and items relevant for determination of compensation and the owner agreeing to execute a bond in the manner hereinafter appearing.

Now therefore, in consideration of the sum of Rs. 1.00 lakh paid by the Government to the owner (the receipt of which the owner hereby acknowledges) the owner hereby agrees with the Government as follows.

1. The owner has received the sum of Rs. 1.00 lakh.
2. If hereafter it transpire that the owner is not entitled at all or is not exclusively entitled to the entire amount of compensation payable in respect of the said property or if the Government shall be required to pay compensation to any other person, the owner shall on demand, refund to the Government the said sum of Rs. 1.00 lakh Or such lesser sum as may be determined as refundable by him to Government and shall also indemnify the Government against any loss or damage suffered or any cost, charges or expenses incurred by Government by reason of the payment to him.
3. Without prejudice to any other remedies for the enforcement of any refund or indemnity the Government may recover any sum due under this agreement as arrears of land revenue.

In witness whereof of the parties have set their hands the day and year first above written.

Signed by me
Before the Collector

Signature: (LALCHHUANA)

Zemabark

27/5/2011
On behalf of and under the direction
of the Government of Mizoram

Third Party Certification:**THIRD PARTY CERTIFICATION**To Whom It May Concern

This is to certify that I **Mr C. Lalnunmawia** s/o Mr. C. Thangrela Church Elder residence of Airfield Veng, Aizawl, Mizoram was appointed as third party witness in the process of land purchased at Bungmual, Zemabawk from 5 landowners namely **Mr. B.Bualchhuaka, Mr. B.Dawngliana, Mr. Lalchhuana, Mrs Lalzawni and Mr. Ramzauba** for the proposed SWM project.

I was present during the process from land identifications up to payment to the landowners and please to certify that:

- 1) There was no coercion involved in the process with any landowners for purchased of the parcel land by SIPMIU from the 5 landowners name as mentioned above.
- 2) No tenants/ labourers were displaced from the land as a result of land purchased.
- 3) The landowners were paid demanded amount due to non availability of market price of the area.
- 4) The demanded amount of landowners included trees, structure etc.

Signed: C. Hawnia Date: 30/5/2011 Place: Tinial
 Witness Name: C. LALNUNMAWIA Address: Airfield Veng, Tinial
 Contact No.: 9802950822

SUMMARY OF CONSULTATIONS WITH LAND SELLERS AND LESSEES

Consultations with all land owners/sellers and lessees of the land purchased/obtained for the proposed solid waste management facilities site were conducted on 21 April, 2013 as part of social safeguards due diligence, by the following team members:

Ms. Indah Setyawati, Social Safeguards Specialist, ADB
 Ms. Saswati Ghosh Belliappa, Social Safeguards Consultant, ADB
 Mr. Ignatius Zomuankima, Social Safeguards Expert, DSMC
 Mr. Lalhmuaka, Engineer, SIPMIU

The consultations helped confirm the process of obtaining land for the project and that full payment of the amount quoted and negotiated has been paid.

Consultation with Mr. Dawngliana, landowner/land seller (Land Settlement Certificate holder)²⁰

Mr. Dawngliana met the social safeguards due diligence team, DSMC and SIPMIU representative at his home in Ramhlun, Aizawl. Mr. Dawngliana explained the process of land purchase adopted by SIPMIU: In 2010, he was approached by officers of UD&PA Department to determine whether he was willing to sell his land for proposed solid waste management facilities for Aizawl. Mr. Dawngliana indicated his consent verbally to the officials. In 2011, he was approached by SIPMIU Aizawl and DC's office and asked to submit a letter indicating formal consent to sell and indicate the price at which he was willing to sell. (Another landowner who was approached, refused to sell and DC did not forcibly acquire the person's land). Mr. Dawngliana studied recent land transactions for road and other infrastructure projects in Mizoram where Rs. 30-40 per square meter had been paid as compensation, and quoted a price of Rs. 4600000 for his land. Mr. Dawngliana considered Rs. 4600000 to be a good price for his land (the biggest plot out of those of all affected landowners, with an approach road), where he had planted fruit bearing trees/plants (mango, citrus fruit, pineapple, guava), bamboo and timber trees. He had also constructed a temporary structure (farm shed made of tin/GI sheet) on the land. As articulated by him:

"I demanded a higher amount and received the amount negotiated with DC for the land, temporary structure and trees. The full compensation quoted by me and agreed with DC was received through a single cheque payment. I am satisfied with the compensation paid. Buying another piece of land was not in my mind. My idea was to construct a second house near my place of residence and earn a regular rent from the same. With the money received, I constructed a second house and am now receiving rent of Rs. 10000 per month for the ground floor and Rs. 5000 per month for the first floor of the house. Regular income is more beneficial to me."

²⁰ Possession of Land Settlement Certificate (LSC) signifies land ownership. The Mizoram Gazette Extraordinary publishes the land valuation per hectare for agricultural land (LSC) from time to time. The last such notification was published on 27.6.2014, which specified the land valuation per hectare for agricultural land (LSC) for Grade III land (higher grade land than the affected LSC land) as Rs. 20 per hectare with effect from 1.4.2014 (Source: Government of Mizoram, 2014, The Mizoram Gazette, Extraordinary, Vol XLIII, Aizawl, 27.6. 2014, Issue No. 307). The amount paid to each of the owners in 2013 was higher than the 2014 rate. The variation in rate between the two land sellers was due to a subjective assessment of loss by the two owners. Presence/absence of approach road and the extent of development work (tree plantation, construction of structures etc.) undertaken on their respective lands were considered by the two owners in arriving at their respective quoted prices.

Mr. Dawngliana has additional plots of land at two other locations: (i) one plot of about 12 bighas is located 6 Km from Kolasib and with road access, for which he has periodic patta, and has planted teak, timber trees; and (ii) another plot of about 4 bighas by the side of Tuirial River, for which he has periodic patta and grows guava and vegetables; this piece of land does not have motorable access and requires head load and yak. The visit to Mr. Dawngliana's house helped the social safeguards team to ascertain that he does not belong to vulnerable category.

Mr. Dawngliana also indicated that it is not difficult to find land free of cost for replacement, in Mizoram. Any resident of Mizoram can approach a village / local council for periodic patta for government land. After developing the land, he/she can apply for ownership / Land Settlement Certificate.

He indicated that SIPMIU officials also approached the local council to seek their consent to establish the landfill in their area. At first, the local council refused to grant consent to set up the facility. However, after the second meeting wherein technical details of the subproject were shared, the local council agreed to the proposal and provided a No Objection Certificate (NOC) for establishment of landfill.

Consultation with Mr. B. Bualchhuaka, landowner/land seller (Land Settlement Certificate holder)

Mr. Bualchhuaka met the social safeguards due diligence team, DSMC and SIPMIU representative at his home in Aizawl. He indicated that he was first approached by UD&PA Department officials, who sounded him out on his willingness to sell his plot of land identified for construction of solid waste management facilities for Aizawl. After he indicated his consent verbally, he was asked to quote his price for the said plot of land. Mr. Bualchhuaka consulted his family and found out how people are purchasing land and how the government acquires/purchases land, from people known to him. He also indicated that he had been wanting to sell his plot of land even before he was approached by government officials, as it was located close to AMC's existing dump site. Since no one else was willing to buy the plot of land located near the existing dumping ground, Mr. Bualchhuaka was happy to sell the plot to government. He quoted a price of Rs. 1000000 for his piece of land, which was accepted by the DC; he received his compensation in full and is happy with the compensation received.

Mr. Bualchhuaka has two other pieces of land – a plot of 1 hectare and another slightly less than 1 hectare. He also owns a large, pucca house in Aizawl with a shop on the ground floor, from which he received monthly rent. The visit to Mr. Bualchhaka's house helped the social safeguards team to ascertain that he does not belong to vulnerable category.

Joint consultation with Mr. Lalchhuana, Mrs Lalzawni and Mr. Ramzauva, government land lessees (Periodic Patta holders)²¹

²¹ Periodic patta (PP) is a specific term (generally valid for a period of 5 years) lease document issued by government to people who apply for such lease. The lessee pays an annual land revenue to government, which depends on the land classification (type/grade of land) and a renewal fee for land lease whenever the lease expires. The land revenue and renewal fee payable is published as a notification by Government of Mizoram from time to time in The Mizoram Gazette Extraordinary. The last such notification was published on 27.6.2014, which specified the land valuation per hectare for periodic patta for Grade III land (higher grade land than the affected PP land) as Rs. 10 per hectare with effect from 1.4.2014 (Source: Government of Mizoram, 2014, The Mizoram Gazette, Extraordinary, Vol XLIII, Aizawl, 27.6. 2014, Issue No. 307). The amount paid to each of the lessees in 2013 was

The three lessees of government land (from whom land was obtained for the subproject) are siblings, whose father had applied for and received a periodic patta from the concerned village council for the said land several years ago. The three children informally divided the land into three parts, based on mutual consent. They were approached and always met together (in joint meetings and consultations where all three were always invited together to attend) by concerned officials of SIPMIU and land revenue department. Each one of them used to cultivate their respective pieces of land many years ago and would undertake planting once a year. However, when they were approached by government officials in 2009-10 seeking their consent to relinquish the lease, they stopped cultivation. However, they were able to continue collection of fruits (pineapple, citrus fruits etc.) and take teak/timber from the land while the dialogue for relinquishment was ongoing.

Since the three siblings were lessees/periodic patta holders, they were entitled to compensation for trees (not land). The three of them jointly assessed the amount due to each of them and wrote a letter of consent for relinquishment of lease, indicating their expected compensation. The amounts quoted by them were accepted by the land revenue department. The compensation payment was received through a single cheque, which they distributed amongst themselves, as per amounts quoted by each. They were happy to sell their land as looking after it was very difficult, as it was located far from their place of residence. They all felt that it was easier to sell their land and get compensation. They were satisfied with the compensation received and spent the money on repairs and improvements to their respective houses, purchase of a taxi and investment in business. They also applied for water supply connection and used the money for payment of connection charge. The three lessees have working members in their respective families, with professions such as tailor, stone mason, variety shop and fish business. They expressed that they were not worse off after relinquishing the lease as they had used the amount received for useful / productive purposes.

The three lessees presently have Land Settlement Certificate (LSC) for residential land, on which they have constructed three houses - one for each of them, where they stay. They expressed that they were happy that the team had come to visit them in their home, to follow up on their condition. They also expressed their desire to take up project construction-related work, if any opportunity for such work is available.

higher than than the 2014 rate. The variation in rate between the three lessees was due to the varying loss of trees on their respective lands, and was based on a subjective assessment of loss by each of the lessees.


Annexure 5 Photos of ragpickers working at the existing dump site as per ID/Serial no. shown in RP



Annexure 5

Note: APs with IDs 1-33 are ragpickers and person with ID 34 is a scrap dealer. Scrap dealers are not considered as APs as they are very few in numbers in Aizawl, and AMC and SIPMIU have decided to continue working with them in future.

Annexure 5A Commitment letter from AMC assuring jobs to identified (59) ragpickers


AIZAWL MUNICIPAL COUNCIL
Thuampui, Aizawl - 796017

No. M. 14022/1/2014 — AMC
Dated Aizawl, the 16th April, 2015

To,

The Project Director
SIPMIU, Aizawl
Mizoram

Subj: **Assurance of Employment of Rack Pickers at New Site after Completion.**
Ref. No. W.11012/IV/2014-PD/SIPMIU (NERCCDIP)/42 Date 7/4/2015

Dear Sir,

With reference to your letters cited above, I would like to inform that there will be many labourers required in the new project site of Solid Waste Management after commissioning for operations and maintenance.

In regards to the Resettlement Guidelines of ADB, the policy initiated identifying impacts after the closure of the existing dumping site especially to those rack pickers going to lose their livelihood had made us aware of the fact for our further plan of actions.

Therefore, this office will give priority in respect of engaging the rack pickers from the existing dumping site for operations and maintenance in the new SWM site. First priority of engagement opportunity will be extended to the list enclosed herewith.

Thanking you.

SIPMIU (NERCCDIP)
Aizawl - Mizoram

Receipt No. 5752
Date 17/4/15
Section _____

16/04

Yours Faithfully

[Signature] 16.4.15
(M. ZOHMINGTHANGI)
Chief Executive Officer
Aizawl Municipal Council.

Annexure 6: Declaration from localities of Zemabawk comprising of Local Council and NGOs signifying no objection to establishment of landfill at proposed location.

AGREEMENT

Today, on the 31st of January 2013, a Meeting on Solid Waste Management under the Project Director Office SIPMIU (NERCCDIP) was held at YMA Committee Room, Zemabawk. On behalf of the people of AMC, Ward No. VII, Zemabawk Localities we do hereby declare that, we do not have any objection in the process of implementing the Solid Waste Management Sub Project including the development of a new Sanitary Landfill at Zemabawk locality and hereby give our full co-operation.

Vawün ni 31 January, 2013 hian Solid Waste Management chungchangah Project Director Office SIPMIU (NERCCDIP) te nen Meeting YMA Committee Room, Zemabawkah kan nei a. Aizawl AMC Ward No. VII, Zemabawk mipuite aiawhin he Sub Project Solid Waste Management bakah Bawlhhlawh sawngbawlna hmun thar (new Sanitary Landfill) Zemabawk rama siam thar turah hian engmah sawi buaina kan neilo a, theitawpin kan thlawp tlai a ni.

REPRESENTATIVE/KHAWTLANG AIAWH

31/1/13
(K.LALBIAKLIANA)
Member Secretary
Zemabawk Local Council
Aizawl

31/1/2013
(DAVIDA)
Chairman
Zemabawk Local Council
Aizawl

31/01/2013
(LALRAMSANGA)
Secretary
Young Mizo Association
Zemabawk Branch

31/1/2013
(ZOCHHUANA)
President
Young Mizo Association
Zemabawk Branch

31/1/13
(ZANGURI)
Secretary
Mizo Unawichhe Inawhkhawh Pawi
Branch : Zemabawk

31/1/13
(K.LALHMINGLIANI)
President
Mizo Unawichhe Inawhkhawh Pawi
Branch : Zemabawk

31/1/13
(SAINGURA SAILO)
Secretary
MUP
Zemabawk Unit

31/1/13
(CVL ROSANGA)
President
MUP
Zemabawk Unit

2/2/13

PHOTOGRAPHS



Socio Economic Survey, Consultation with Scrap Dealers



Socio Economic Survey, Consultation with Scrap Dealers



Consultation with Rag Pickers



Existing Dumping site of AMC



Proposed project site



Temporary shed at proposed project site for resting.