Social Compliance Audit Report

Project Number: 55182-001 Land Acquisition Audit Report February 2022

India: AJ Solar Power Project

Prepared by Arcadis India Private Limited for AEW India West One Private Limited and the Asian Development Bank.

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ARCADIS

Land Acquisition Audit Report

For 80 MW Solar Project, Surendranagar

February 2022



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Acronyms and Abbreviations

ADB AEWIWOPL DC E&S EPC	Asian Development Bank AEW India West One Private Limited District Collector Environment and Social Engineering, Procurement and Construction
ESMP	Environmental and Social Management Plan
FI GETCO	Financial Institutions
GRM	Gujarat Energy Transmission Corporation Limited Grievance Redress Mechanism
GSS	Grid Sub-station
IESE	Initial Environmental, Social and Gender Examination
IFC	International Finance Corporation
kV	Kilowatt
LA	Land Acquisition
LAA	Land Acquisition Audit
MW	Megawatt
NBFC	Non-Banking Financial Company
NH	National Highway
NOC	No Objection Certificate
OBC	Other Backward Classes
PPA	Power purchase agreement
R&R RFCTLARR	Rehabilitation and Resettlement Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act
RoW	Right of Way
SC	Scheduled Caste
SEP	Stakeholder Engagement Plan
SIA	Social Impact Assessment
SIMP	Social Impact Management Plan
SOI	Survey of India
SPS 2009	ADB Safeguard Policy Statement 2009
ST	Scheduled Tribes
TL	Transmission Line

1 Introduction

1.1 **Project Overview**

AEW India West One Private Limited (hereinafter referred as 'AEWIWOPL / AEW') developing an 80 MW solar power plant in Jhakan and Kataria Village, Limbdi Tehsil/Block of Surendranagar district Gujarat, India (hereinafter referred as the "project" or "proposed project"). The Project is seeking to align itself with the environment and social standards established under the ADB Safeguard Policy Statement 2009 (SPS 2009) requirements associated with International Finance Corporation (IFC) Performance Standards and World Bank Group Environmental, Health and Safety (EHS) Guidelines. The objective of the audit report is to examine if land acquisition and resettlement are compliant with provisions of the relevant Government's laws and regulations on land acquisition, compensation, assistance, and resettlement. For this purpose, Arcadis India Private Limited (Arcadis) has been appointed to carry out Land Acquisition Audit of the proposed project.

The proposed project site is located on a flat to slightly undulating private agricultural & open scrubland across two villages namely Jhakan and Kataria village under Limbdi tehsil/Block of Surendranagar district in the state of Gujarat. The nearest village settlements to the project site are: i.Katariya village (towards south-west direction at an approximate aerial distance of 900m from the boundary of the proposed project site); ii. Jhakan village is located towards south direction at an approximate aerial distance of 3.2 km from the boundary proposed project site; and iii. Choraniya village is located ~ 3.2 km south- west from the proposed project site. According to the government records, the entire parcel of land is classified as agricultural land. However, due to a scarcity of rain and lack of irrigation facilities, the land is incompatible for intense agricultural activities. The location of the project is presented in **Figure 1.1**.



Figure 1-1 Project Location Map

A transmission line between the project pooling substation and the GSS will be developed. As on date the transmission line route is not finalized. 220 KV Grid Sub-station (GSS) is located Choraniya village which is ~ 3.5 km from the proposed project site. Compensation for the Right of Way (RoW) for Transmission line shall be made as per the Ministry of Power Guidelines.

The project will have to upgrade the existing access road as approach road for the project which shall be approximately 4m and 0.5 m shoulder on both side and ~ 1.2 km in length. The upgradation of the existing road will not require any additional land nor will not create any temporary or permanent restriction to use of the road by the locals. The access road to the project site gets connected to National Highway (NH)- 8A. Nearest railway station is the Surendranagar Railway Junction located at an approximate distance of 35 km from site. Nearest airport to the site is Ahmedabad Airport, located at an approximate distance of 120 km. **Table 1.1** provides a snapshot of the proposed project.

Particulars	Description
Project Name	80 MW Solar Power Project
Project Capacity	80 MWac/116 MWp
Project Owner	AEW India West One Private Limited
Location of Site	Village: Jhakan and Kataria Village Tehsil/Block: Limbdi Surendranagar (Gujrat)
Geographical Coordinates	Latitude 22.58 °N Longitude 71.84 °E
Current Status	 Grid connectivity obtained for the Project Bay allotment process completed for the Project. Land aggregator appointed Legal due diligence completed on Project land
Nearest village Settlements	North: Village Mota Timbla South: NH 47 East: Village Katariya West: Village Bhalgamda
Site Surroundings	North: Narmada Minor Canal South: NH 47 East: Village Katariya West: Village Bhalgamda
Nearest Town Major Town	Surendranagar (35 km in West)
Nearest Railway Station	Nearest railway station District -Surendranagar (30 km in West)
Nearest Airport	Ahmadabad Airport, ~ 120km.
Nearest Sea Port	Mundra Port
Total Land Area	332 acres
Period of land Leasing	29 years 6 Months
Land holding type/ Classification of land	Private agricultural land
Type of Land use (5 km radius from site)	Agricultural land, open scrub, water body and settlement
Present status of the project/project phase	Planning phase.
Power evacuation	Choraniya 220KV Substation. ~ 3.5 km (transmission line)
Location of PSS	Within the solar plant
Mode of Implementation	EPC (Engineering, Procurement and Construction)
Project Life	29 years 6 month

Table 1-1: Project Overview

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Project Components	Land Area Requirement	Remarks on Land Acquisition
Module Area	227 Acres	Part of leased property
Inverter and Inverter Transformer	35 Acres	Part of leased property
Plant Side Switchyard along with Main Control room	10 Acres	Part of leased property
Internal Roads within Site	15 acres	Part of leased property
Laydown/Storage Area	5 acres	Part of leased property
Standby Land	40 Acres	Part of leased property
Total	332 Acres	Part of leased property

Table 1-2 Land Area Requirement on Various Project Components and Associated Facilities

1.2 Objectives

The objective of the study is to examine if land acquisition and resettlement activities are compliant with (i) provisions of the relevant Government's laws and regulations on land acquisition, compensation, assistance and resettlement; and (ii) requirements of ADB Safeguards Policy Statement Safeguard Requirements 2 on Involuntary Resettlement. In case of gaps, identify corrective actions to fully comply with policy requirements and ensure that negative impacts are avoided, mitigated or reduced.

1.3 Methodology

The approach and methodology adopted for undertaking the and acquisition audit study is as provided below. The stages of the and acquisition audit process is described below.

1.3.1 Desktop Review

Desk based review of the relevant documents of the project and its surroundings were undertaken to have a clear understanding of the Project and the land leasing process, compensation / term payment to the landowners / APs. This step was conducted utilizing a high-level description of the Project. The screening process involved in reviewing of applicable regulatory framework for the project and collection and compilation of available secondary baseline data from different sources; and

The desk-based review was primarily focused on but was not limited to the following documents:

- Site layout plan along with tentative TL route
- Project overview, technology, Power evacuation,
- Gram Panchayat NOC
- Sample Lease Deeds
- List of Landowners
- Land Details with survey numbers

1.3.2 Site Visit and Consultation with Stakeholders

In order to determine compliance and document the details of the land transactions, valuation and compensation, the team of Social experts from Arcadis Dr. Chhavi Ankita, Nilay Kumar and Sourabh Gupta visited the site in September 2021 (20^h to 23rd September). Representatives from AEWIWOPL, Mr. Divya Bhagat accompanied Arcadis personnel during the site visit.

The site visit consisted of walkthrough survey along the project site and surrounding areas. For the purpose of baseline study, consultation with landowners and community members were held separately at each study area village. Consultation was carried out with representative of project proponent, land aggregators, Village representatives, Landowners, School Teacher, Health Staff, vulnerable peoples like women, women headed household, scheduled castes etc. and other community members from Katariya and Jakhan village, etc. to discuss on social aspects including the land livelihood issues, land acquisition process, compensation package, and obtaining any relevant additional information.

Following on- site activities were undertaken by the Arcadis team

- Debriefing with AEWIWOPL site team
- Site reconnaissance- visit to the project site
- Consultation and discussion with land aggregator
- Consultations with village panchayat head etc.
- Land revenue department/tehsildar
- Interaction with landowners and local community around the site
- Discussion with vulnerable communities like women, farm workers etc.

1.4 Limitations

This report has been prepared primarily based on the information/ documentation provided to Arcadis team by the client and information gathered during consultation with site representatives and multiple stakeholders including land aggregator, landowners and agriculture farm workers and vulnerable community members etc. Arcadis had collected adequate representable number of sample consultation with the stakeholders, i.e. out of 116 landowners, consultation was carried out with 28 numbers of landowners, 15 agriculture workers from the villages were consulted along with school teachers, revenue officials, health officers, etc. as per their availability during site visit and the same is provided in the report recorded through photographic evidence.

The conclusion and observations are based upon available data from AEWIWOPL, and the assessment is based on site conditions at a particular date and interview and discussion carried out during site visit. Site conditions may change later. Arcadis does not make any representations or warranties regarding the condition or value of the property, regardless of the results of the assessment set out in the report.

Further, most information and findings are based on oral statements by the AEWIWOPL team and land aggregator which have been verified as much as possible, by observations and consultation on site, as well as through document analysis. The LAA team had to rely partly on management interviews. This has been indicated in the report using the word "reportedly" or "As reported".

Land transaction process was going on during site visit. Though negotiation with all landowners have been completed in the month of October 2021,no land leasing agreements were executed with landowners as on date of site visit. Based on the recent communication from the AEWIWOPL, formal leasing has started in the month of November 2021. During Arcadis team visit to the site, land parcels were not demarcated and reportedly the same will be undertaken after land leasing is completed. Hence, Arcadis team had to rely upon site representative of AEWIWOPL to understand the site area.

Arcadis had made maximum possible efforts to reach the all the set of stakeholders related to the proposed project. The stakeholders consulted includes the landowners, Land aggregators, Panchayat members, Anganwadi workers, staffs from education institution, Health care professionals, Agriculture labours, women groups, etc. Though, Arcadis had consulted with all the landowners available at site and also tried to reach the landowners who were city dwellers and residing in other districts/ states by through telephone. Since the project was in the initial phase and land leasing was not completed at full, reaching out to landowners who reside away from site was not possible during the study. Arcadis had taken an adequate number of representative samplings to present the findings.

1.5 Structure of the Report

Chapter 1: Introduction

Chapter 2: Legislative Review Chapter 3: Review of Project's Resettlement Practices and Status Chapter 4: Review Against ADB SPS Safeguard Requirements-2 Chapter 5: Action Plan

2 Legislative Review

2.1 Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act (RFCTLARR), 2013

This Act repeals the Land Acquisition Act, 1894 and is applicable to all states in India (except the State of Jammu and Kashmir). RFCTLARR, 2013 is a first national/central law that addresses land acquisition and rehabilitation and resettlement. This Act provides enhanced compensation as compared to earlier LA Act of 1894 and resettlement & rehabilitation assistance. It provides enhanced compensation (factor of 2 in rural areas and a factor of 1 in urban areas).

The Act lays down procedures for providing resettlement & rehabilitation assistance, fair compensation of the affected families (and not just the titleholders) due to land acquisition, rehabilitation, and resettlement. Some of the key features include the following: (i) Preliminary investigations/preparation of Social Impact Assessment (SIA) and prepare a Social Impact Management Plan (SIMP). (ii) Preliminary notification stating: project/ public purpose; reasons necessitating land acquisition; summary of SIA; and particulars of the Administrator appointed for the purpose of rehabilitation and resettlement; receipt of objections and hearing after the approval of SIA and within 12 months from the date of SIA approval; (iii) Preparation of Rehabilitation and Resettlement scheme and its declaration by the District Collector after the same is approved by the Commissioner-Rehabilitation and Resettlement; (iv) Public notice and award of compensation and R&R assistances by District Collector (DC) within a period of twelve months from the date of the award publication.

The objectives of Act are as follows:

- to minimize displacement and to promote, as far as possible, non-displacing or least displacing alternatives.
- to ensure adequate rehabilitation package and expeditious implementation of the rehabilitation process with the active participation of the affected families.
- to ensure that special care is taken especially for protecting the rights of the members of the Scheduled Castes and Scheduled Tribes, and to create obligations on the State for their treatment with concern and sensitivity.
- to provide a better standard of living, making concerted efforts for providing sustainable income to the affected families.
- to integrate rehabilitation concerns into the development planning and implementation process; and
- Where displacement is because of land acquisition, to facilitate the harmonious relationship between the requiring body and affected families through cooperation.

2.2 Scheduled Areas

The Scheduled Tribes live in contiguous areas unlike other communities. It is, therefore, much simpler to have an area approach for development activities as well as regulatory provisions to protect their interests. To protect the interests of Scheduled Tribes Article 244 of the Constitution has made provision for 'Administration of Scheduled Areas and Tribal Areas. The Fifth Schedule under Article 244(1) of Constitution defines "Scheduled Areas" as such areas as the President may by order declare to be Scheduled Areas. These areas can be altered by the President of India after consultation with the Governor of that State under Article 244(2).

The purpose of Scheduled Area is to preserve the tribal autonomy, their culture and economic empowerment, to ensure social, economic and political justice and preservation of peace and good governance.

2.3 Forest (Conservation) Act, 1980 and Amendment 1988 and Forest (Conservation) Rules, 2003

The Forest Conservation Act 1980 was enacted to help conserve the country's forests. It strictly restricts and regulates the de-reservation of forests or use of forest land for non-forest purposes without prior approval of Central Government. To this end, the Act lays down the pre-requisites for the diversion of forest land for non-forest purposes. In all such cases, prior approval is required form Central and State Government depending upon type and extent of forest land required for non-forest purposes.

As per Rule 6 of the Forest (Conservation) Rules, 2003 every user agency who desires to use the forest land for non-forest purpose shall make the proposal in the appropriate form appended to the rules to the concerned nodal officer authorized by the state Government, along with requisite information and documents, complete in all aspects, well in advance of taking up any non-forest activity on the forest land. The proposed project does not involve any forest land.

2.4 Indian telegraph Act 1885

Indian telegraph Act 1885, part 3, section 10 to 19 conferred under section 164 of the Electricity Act 2003 through Gazette by India, extra ordinary dated 24th Dec. 2003, has the authority to place and maintain transmission lines under over along or across and posts in or upon, any immoveable property. As per the provisions of Indian Telegraph Act 1885 Part III Section 10 (b) which prohibits acquisition of any rights other than that of use only, land for tower and right of way is not acquired and agricultural activities are allowed to continue. However, as per clause 10 (d) of same act stipulates that the user agency shall pay full compensation to all interested in any damages sustained during the execution of said work.

Section 10 in The Indian Telegraph Act, 1885

Power for telegraph authority to place and maintain telegraph lines and posts-The telegraph authority may, from time to time, place and maintain a telegraph line under, over, along, or across, and posts in or upon, any immovable property: Provided that—

- a) the telegraph authority shall not exercise the powers conferred by this section except for the purposes of a telegraph established or maintained by the 1 [Central Government], or to be so established or maintained.
- b) the 1 [Central Government] shall not acquire any right other than that of user only in the property under, over, along, across, in or upon which the telegraph authority places any telegraph line or post; and
- c) except as hereinafter provided, the telegraph authority shall not exercise those powers in respect of any property vested in or under the control or management of any local authority, without the permission of that authority; and
- d) in the exercise of the powers conferred by this section, the telegraph authority shall do as little damage as possible, and, when it has exercised those powers in respect of any property other than that referred to in clause (c), shall pay full compensation to all persons interested for any damage sustained by them by reason of the exercise of those powers.

2.5 ADB's Safeguard Policy Statement (SPS), 2009

The objectives of ADB's SPS (2009) with regards to involuntary resettlement are: (i) to avoid involuntary resettlement wherever possible; (ii) to minimize involuntary resettlement by exploring project and design alternatives; (iii) to enhance, or at least restore, the livelihoods of all displaced persons in real terms relative to pre-project levels; and (iv) to improve the standards of living of the displaced poor and other vulnerable groups.

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

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

2.6 Comparison of Government and ADB Policies

Table 2-1 Comparison of Government and ADB Policies

S. No	ADB SPS-2	RFCTLARR Act 2013	Remarks and provisions in RFCTLARR Act 2013	Measures to bridge the Gap
Polic	y Objectives			
1	Avoid involuntary resettlement (IR) wherever feasible, If IR is unavoidable, minimize involuntary resettlement by exploring viable alternate project design	Yes	Social Impact assessment (SIA) should include: (i) whether the extent of land proposed for acquisition is the absolute bare minimum extent needed for the project; (ii) whether land acquisition at an alternate place has been considered and found not feasible	
2	Development Projects should be assisted in their efforts to enhance or at least restore the livelihoods of all displaced persons in real terms to pre-project levels	Yes	The cumulative outcome of compulsory acquisition should be that affected persons become partners in development leading to an improvement in their post-acquisition social and economic status and for matters connected therewith or incidental thereto	
Scop	e of Application			
3	Involuntary acquisition of land	Yes	In the Sec.2 (2) b. The provisions of this Act relating to land acquisition, consent, compensation, rehabilitation and resettlement, shall also apply, when the appropriate Government acquires land including for a for private companies for public purpose.	
4	Involuntary restriction of land use or on access to legally designated parks and protected areas.	Yes	In the Section 3. Definition, Affected family is defined as family whose primary source of livelihood for three years prior to the acquisition of the land is dependent on forests or water bodies and includes gatherers of forest produce, hunters, fisher folk and boatmen and such livelihood is affected due to acquisition of land.	
Eligit	pility Criteria			
5	Those who have formal legal rights to land lost in its entirety or in part	Yes	In the definition of affected family, it includes 'a family whose land or other immovable property has been acquired'	
6	Those who do not have formal legal rights to land lost but who have a claim to such land that are recognized or recognizable under national laws	Yes	In the definition of affected family, it includes a family which does not own any land but a member or members of such family may be agricultural labourers, tenants including any form of tenancy or holding of usufruct right, share-croppers	

S. No	ADB SPS-2	RFCTLARR Act 2013	Remarks and provisions in RFCTLARR Act 2013	Measures to bridge the Gap
			or artisans or who may be working in the affected area for three years prior to the acquisition of the land, whose primary source of livelihood stand affected by the acquisition of land	
7	Those who have neither formal legal rights nor recognized or recognizable claim to land lost	Yes	In the definition of affected family, it includes a family which does not own any land but a member or members of such family may be agricultural labourers, tenants including any form of tenancy or holding of usufruct right, share-croppers or artisans or who may be working in the affected area for three years prior to the acquisition of the land, whose primary source of livelihood stand affected by the acquisition of land	
8	Persons who encroach on the area after the cut-off date are not entitled to compensation or any other form of resettlement assistance	Yes	The cut-off date will be notified by the land administrator, during land acquisition.	
Polic	y Principles			
9	Carry out meaningful consultations with affected persons, host communities and concerned non-government originations	Yes	Whenever a SIA is required, the appropriate Government shall ensure that a public hearing is held at the affected area, after giving adequate publicity about the date, time and venue for the public hearing, to ascertain the views of the affected families to be recorded and included in the SIA Report.	
10	Establish a grievance redress mechanism to receive and facilitate resolution of the affected persons' concerns.	Yes	For the purpose of providing speedy disposal of disputes relating to land acquisition. Compensation, rehabilitation and resettlement, establish, by notification. one or more Authorities to be known as "the Land Acquisition, Rehabilitation and Resettlement Authority	The project specific GRM procedures will be developed to address the land acquisition related issues.
11	Preference to land-based resettlement strategies for displaced persons whose livelihoods are land-based.	Yes	Land for land is recommended in irrigation projects and in projects where SC/ST is involved equivalent land.	
12	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	Yes	The Rehabilitation and Resettlement Award shall include all of the following (c) particulars of house site and house to be allotted, in case of displaced families; (d) particulars of land allotted to the displaced families; (e) particulars of one-time subsistence	

S. No	ADB SPS-2	RFCTLARR Act 2013	Remarks and provisions in RFCTLARR Act 2013	Measures to bridge the Gap
	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.		allowance and transportation allowance in case of displaced families	
13	Improve the standards of living of the displaced poor and other vulnerable groups, including women, to at least national minimum standards	Partly	The act provides for special provisions and assistance for scheduled caste and scheduled tribe in scheduled area. Further the act recognizes widows, divorcees and women deserted by families as separate families The act does not recognize other vulnerable category and also SC/ST from non-scheduled areas.	Preference will be given to the local people for employment opportunities.
14	Develop procedures in a transparent, consistent, and equitable manner if acquisition is through negotiated settlement.	No	Not explicitly stated	Land sourcing will be done based on executing long term lease agreement through negotiations.
15	Prepare a resettlement plan elaborating on displaced persons entitlements, the income and livelihood restoration strategy, institutional arrangements, monitoring and reporting framework, budget and timebound implementation schedule	Yes	The Act provides for the preparation of Rehabilitation and Resettlement Scheme including timeline for implementation	
16	Disclose a draft resettlement plan, including documentation of the consultation process in a timely manner, before project appraisal, in an accessible place and a form and language(s) understandable to affected persons and other stakeholders. Disclose the final resettlement plan and its updates to affected persons and other stakeholders	Yes	The appropriate Government shall ensure that the Social Impact Assessment study report and the Social Impact Management Plan, are prepared and made available in the local language to the Panchayat, Municipality or Municipal Corporation, as the case may be, and the offices of the District Collector, the Sub-Divisional Magistrate and the Tehsil, and shall be published in the affected areas, in such manner as may be prescribed, and uploaded on the website of the appropriate Government. Further the commissioner shall cause the approved Rehabilitation and Resettlement Scheme to be made available in the local language to the Panchayat, Municipality or Municipal Corporation. As the case may be, and the offices of the district	

S. No	ADB SPS-2	RFCTLARR Act 2013	Remarks and provisions in RFCTLARR Act 2013	Measures to bridge the Gap
17	Pay commission and provide other resettlement entitle before physical or economic displacement. Implant the resettlement plan under close supervision throughout project implementation	Yes	collector, the Sub-Divisional Magistrate and Teshil, and shall be published in affected areas, in such manner as may be prescribed and uploaded on the website of the appropriate Government The Collector shall take possession of land after ensuring that full payment of compensation as well as rehabilitation and resettlement entitlements are paid or tendered to the entitled persons within a period of three months for the compensation and a period of six months for monetary part of rehabilitation and resettlement entitlements listed in the Second Schedule commencing from the date of the award made under section 30	
18	Monitoring and assess resettlement outcomes, their impacts on the standard of living of displaced persons, and whether the objectives of the resettlement plan have been achieved by taking into account the baseline conditions and the results of resettlement monitoring. Disclose monitoring reports.	Yes	The Central Government may, whenever necessary for national or inter-state projects, constitute a National Monitoring Committee for reviewing and monitoring the implementation of rehabilitation and resettlement schemes or plans under this Act.	

3 REVIEW OF PROJECT'S LAND LEASING PRACTICES AND STATUS

3.1 Land Details

3.1.1 Profile of the Project Villages

The proposed project is located at Jakhan and Katariya villages under Limbdi block of Surendranagar district, Gujarat. Total population of village Katariya and Jakhan villages are 2968 and 879 respectively. In village Katariva and Jakhan villages, the Scheduled Caste (SC) population constitutes 27.7% and 27.3% respectively, and there is no ST population in the villages. The average literacy rate in the villages was 80.7% (Katariya) and 73% (Jakhan). In Katariya and Jakhan village the cultivators constitute 29.1 percent and 16.04 percent, agriculture labour are 52.5 percent and 65.4 percent, and household industries are 8.7 percent & 3.2 percent and other workers are 5.9.6 percent & 15 percent respectively. Cultivators a person is classified as cultivator if he or she is engaged in cultivation of land owned or from government or from private persons or institutions for payment in money, kind or share.. Agricultural laborers are a person who works on another person's land for wages in cash or kind or share is regarded as an agricultural labourer. A large percentage of the working population is dependent on wage labour in farm and nonfarm sectors. Women play a significant role in agriculture and allied activities including crop production, livestock production, horticulture, post-harvest operations, agro-forestry etc. With respect to the amenities in the villages, Primary Health-Sub centre is there in Katariya village and the PHC is located at Limbdi Taluk located at 7km and villages are covered with emergency ambulance facility. The primary and secondary level schools are there in the village, for higher education facilities children move to Limbdi taluk. As per the site observation and consultation, there are no Common Property Resources (CPR) within the proposed project site. There are Archaeological Survey of India (ASI) no notified sites / monuments are located within 10km from the project site.

3.1.2 Type of Land

The total land identified for the proposed project is 332 acres. All of the land are private agricultural land based on government records. The project is located in two villages namely Katariya village and Jakhan village located in Limdi Taluka of Surendranagar District. The land would be leased through the land aggregator "M/S Ocean Trading Company," who has been appointed by AEWIWOPL for the land leasing. Out of 332 acres of total land, approximately 238.7 acres of private land to be leased from the 87 (Eighty-seven) landowners in Katariya village and the remaining 93.3 acres of land to be leased from the 29 (Twenty-Nine) landowners in Jakhan village, who are primarily engaged in agricultural allied activities for their source of livelihood. During the site visit (September 2021) it was observed that the identified land parcels were planted with Kharif season crops. Mostly Kharif Crops like cotton used to be cultivated during monsoon while Jowar was cultivated during post-monsoon period in few land parcels. It is understood that the land is not intensely cultivated with diversified crops throughout the year due to lack of any irrigation facilities. The average earning of land which is proposed for land leasing was Rs. 8000-12,000 per acre per annum.

It was reported on the site, the procedure of lease agreement with the landowners is not yet started and consultation with them indicates that the land has been obtained voluntarily and has not resultant any landowners into landlessness. Complete list of landowners details of around 116 landowners have been

attached in **Appendix D**. NOC from respective Village Panchayats is also obtained and copy of the same attached in **Appendix E**.

SI. no	Village Name	Land Leasing (Acres)	No of Landowners
1	Jakhan	93.3 acres	29
2	Katariya	238.7 acres	87
Total		332 acres	116

Source: AEWIWOPL

Table 3-2: Project Land Details

S.No	Land Use	Total land (Acre)	Agriculture Land	Government Land	Forest Land	Requirement for involuntary resettlement
1	Project Site –	332, acres	332. acres	NA	NA	NA
I	Solar plot	552. acres		11/1	11/1	
2	Transmission Line	Land sourcing for transmission line has not yet started.	NA	NA	NA	NA
3	Access road	NA	NA	NA	NA	NA

And as reported by during the consultation with the landowners, average earning of a good season from their land parcel leased for project was INR. 8000-12,000 /acre /annum. And by leasing the land to the project the landowners were able to make assured income through yearly lease rental of INR. 33,500/Acre/Annum for 29 years & 6 Months with 5 % escalation for every three years.

Among 15 agriculture labours consulted, about 6 women agriculture workers reported to have reduced agriculture activities/job opportunities due to the development of solar project. These agriculture labours are not primarily dependent on the piece of project site land. Moreover, the project will generate number of direct and indirect employment opportunities in the neighbouring villages both during construction and operation phase, the work includes various construction works during the construction phase and during operation phase like grass cutting, module cleaning, panel tilting works, deployment of security staffs etc.. There will be no permanent or temporary restriction in access to community facilities due to the project.

Since the land acquisition audit was carried out during land leasing process, it was found that land leasing process was undertaken by AEW voluntarily and lease compensation would be given to landowners appropriately without any delay. Copy of land lease deeds document is presented in **Appendix A**. Land leasing process has not yet started.

3.2 **Project Alternatives**

3.2.1 Alternative Site Layout

As reported by AEWIWOPL the project was site layout was initially different from the proposed project site. The initial layout was changed in view of exploring project and design alternatives to facilitate the easy access of the land for the project development. During the legal land audit, it was found that few farmers were not willing to lease their land for the project, there were no clear land documents, legal

issues related to landownership, etc. And due to which the initial layout was not contiguous and land parcels were scattered. This makes initial layout unfeasible for developing solar project. Hence the AEWIWOPL altered the existing layout by selecting other land parcels adjacent to the exiting layout to minimize the impact and to gain maximum acceptance of the project from the stakeholders. The initial site layout and proposed site layout finalized for developing the project is presented in **Figure 3-1**.



Figure 3-2 Map Showing the initial site layout and final site layout.

3.2.2 Alternate Routes for Transmission Lines

As on date of site visit, the land transmission line route connecting the PSS and GSS is not finalized and as reported by AEW, the route of the transmission line will be selected keeping in mind the following factors.

- Transmission line route is planned to avoid any habitations along the route.
- No house or community structures are located under the transmission line.
- Areas requiring extensive clearing of vegetation have been avoided.
- Selection of the transmission route avoids any environmental sensitive site like schools, health centres, etc.
- Right of way/access roads will be shared with the common user of the substation.

The shortest possible route after considering the above factors will be selected for the transmission lines. Consideration of all the above factors will reduce the environmental, ecological, and social footprint of the transmission line. The following options were considered for laying Transmission line.

Option 1. AEW proposed independent TL Route 1, from 220KV PSS AEW to GETCO Choraniya 400KV Substation as shown in red colour.

Option 2. AEW proposed TL Route 2 with Juniper line, from 220KV PSS AEW till Juniper line independent line (green colour) and then with Juniper line (Pink colour) to GETCO Choraniya 400KV Substation.





Figure 3-3 Map Showing the Alternative Routes for Transmission line

3.3 Land Transaction Process

AEW land procurement team in support of land aggregators were involved in identification, selection and leasing of land from willing landowners on a negotiated settlement basis. Based on the discussion with the project site team and landowners, the land has been proposed to be leased on voluntary basis. The AEW had engaged land aggregator named M/s Ocean Trading land developer since 2020 to identify contiguous parcels of land through lease process. The local panchayat head supported the process as key intermediaries at the village level.

As per the agreement between AEW and Land aggregator, it was noted that, the land which are disputed / having legal issues, the land belonging to the scheduled caste/tribe, the land with residential structures / houses on it, etc. would not be considered for land leasing. Land leasing will not result in any physical displacement as confirmed during the site visit and discussions held with landowners, representative of the Gram Panchayat of Jakhan, Katariya, Land Aggregator and land team of AEW. As reported, the landowners are satisfied with the leasing of land because the existing agriculture practices on the proposed land have become unviable due to infertile land and shortage of rainfall and increased agriculture labor costs in the region. As on date of site visit, land lease process was not yet completed. The land leasing process for the project started in January 2021 and the process will be completed by June 2022. As on date (12th November 2021) 8 number of lease deeds covering 47.54 acres of land was executed.

The transmission line route is not yet finalized. With respect to proposed transmission line, the route with minimal RoW issues is to be selected. Right of way and payment of compensation will be decided following due criteria as per the Guidelines issued by Ministy of Power on Right of Way for Transmission

lines dated 15th Oct 2015. Transmission towers are proposed to be erected on the private land through negotiation on voluntary basis.

3.3.1 Steps involved in land leasing:

The land leasing for the project has been undertaken through experienced land aggregator with prior experience on land acquisition for the development projects.

- The land parcels were identified during pre-bid stage in collaboration with experienced land aggregators.
- Variety of factors were taken into consideration for land finalisation including proximity to grid substation with spare capacity, solar resource availability, proximity to highways etc.
- Barren or rainfed agriculture lands were identified as part of initial planning stage (Desktop identification stage).
- AEW Land team along with land aggregator will be visiting to site for conducting initial site visit observations. These observations include reconfirming the official revenue records with the local situation, land use status, encroachments, road connectivity, crops grown, waterbodies, etc.
- Consultation with the revenue officials and extracting land records
- Consultation with the landowners, panchayat officials, revenue officials, etc.
- Determination of lease rental amount.
- Obtaining consent from the landowners for leasing land for solar project.
- Appointment of legal experts for verifying the land encumbrances and for undertaking land due diligence.
- Change in site layout if required
- Application Non-Agriculture (NA) Conversion
- Receipt of NA Certificate
- Executing lease deeds with landowners.
- Obtaining NOC from Gram Panchayats.

The below is the various activities carried out along with timeline / duration.

Table 3-3 Land Leasing stages and Timeline

Steps	Agency Responsible	Duration
Desktop Identification of Land for the Project	AEW & Proposed Land Aggregators	November 2020 (Pre-bid phase)
Physical visit to land	AEW & Proposed Land Aggregators	January 2021 (Post issuance of Letter of Award for the Project from GUVNL)
Land Aggregator's Discussions with local landowners & Village Panchayat at Project site	Proposed Land Aggregator	February 2021
Appointment of Land Aggregator	AEW	April 2021
Consent from Landowners for leasing of the land	Land Aggregator	March 2021 to August 2021
Land Due Diligence	Trilegal	April 2021 to August 2021

Steps	Agency Responsible	Duration
Application Non-Agriculture (NA) Conversion	Landowner (NA is converted in the name of the Landowner)	September 2021 onwards (ongoing activity)
Receipt of NA approvals	From District Authorities	October 2021 onwards (ongoing activity)
Leasing of Land	Land Aggregator is coordinating	October 2021 onwards (ongoing activity)
Gram Panchayat NOC for the Project	Land Aggregator	July 2021 (completed)

Source: AEW

Land Aggregators Roles and Responsibilities:

The land aggregators have been responsible for:

- To Identifying a contiguous land parcel (with survey numbers) which shall consist of a legal, marketable, encumbrance free, vacant with no construction of any nature and/or without any crops/plants, trees, vegetation etc. of any nature, private land parcels, where landowners enjoy lawful and peaceful possession totaling to Project Land for development of the Project.
- To provide land revenue records and other documents required for the completion of the legal due diligence.
- Discuss and negotiate with the Landowners of the Project Land.
- The leasing of the all the land parcel forming part of the Project Site must be unconditional and irrevocable for the lease period of at least 30 years.
- The Developer shall have all rights over the land parcels, except the ownership rights, and such rights should be duly transferred to the IPP under the lease agreement executed with IPP.
- Lease agreements shall have an explicit/expressed provision regarding the right of the lessee i.e., Developer to permit creation of any charge in favor of any party/parties including any domestic or international banks/NBFCs/FIs etc. and enforcement of such charge in terms of the applicable laws.
- In case encumbrances were created over the land parcel by the owners, then Land Aggregator shall obtain the No dues certificates from banks/ co-operative societies/other financial institutions (as applicable) and shall submit to Developer before execution of lease for the land parcel.
- Procuring a certified copy of the village/SOI map including boundary with approved access/approach roads for the Project Site.
- Process the conversion of Land from Agriculture status to non-Agriculture status.
- To obtain the mutation of all land parcel forming part of Project Site in IPP's name and get the land use changed from agriculture to non-agricultural/ appropriate noting in the land records in terms of respective States Land Revenue Rule.
- To obtain Gram Panchayat NOC required for the Project Land.
- Getting project site demarcation done along with updating in revenue records if required.

3.4 **Project related land Leasing and specific issues:**

Land Leasing related specific issues are as presented in Table 3-4 below.

Features	Location	No. of Household/ No. of Individuals	Description
Schedule V Area	Katariya/ Jakhan	Not Applicable	The Project Area does not fall under the Schedule V area. There are no Schedule V notified land in Surendranagar District. ¹
Forest Land	Katariya/ Jakhan	Not Applicable	As per the available information, no forest land has been leased for the project.
Encroachment and Squatting	Katariya/ Jakhan	None	Based on the discussion with the project team, land aggregator, the local community, and titleholders, the land parcels identified for the project are primarily comprised of private agricultural land. It was confirmed during the consultation, that the land belongs to the individual farmers having necessary title deeds and there no are encroachments within in the project site land and same was confirmed through visual observation during the site visit.
Physical Displacement	Katariya/ Jakhan	None	Land leasing will not result in any physical displacement as no structure/ hut/boundary wall (temporary or permanent) etc. reported on the proposed land during site visit.
		Agriculture Labors – 6 Individuals	And as reported by during the consultation with the landowners, average earning of a good season from their land parcel leased for project was INR. 8000-12,000 /acre /annum. And by leasing the land to the project the landowners were able to make assured income through yearly lease rental of INR. 33,500/Acre/Annum for 29 years & 6 Months with @ 5% escalation for every three years. This is more than the average yield per acre of land.
Economic Displacement	Katariya/ Jakhan	(Expressed their view of losing livelihood opportunities due solar power projects).	Among 15 agriculture labours consulted, about 6 women agriculture workers reported to have reduced agriculture activities/job opportunities due to the development of solar project. These agriculture labours are not primarily dependent on the piece of project site land. Moreover, the project will generate number of direct and indirect employment opportunities in the neighbouring villages both during construction and operation phase, the work includes various construction works during the construction phase and during operation phase like grass cutting, module cleaning, panel tilting works, deployment of security staffs etc
Common Property Resource	Katariya/ Jakhan	No Impact	The project is located on private land and no CPRs found on proposed land and it is also not influencing any common property resource (CPR) land, hence no CPR will be use for the project.

Table 3-4: Land Leasing and specific issues

¹ NITI AYOG

https://niti.gov.in/planningcommission.gov.in/docs/sectors/sj/List%20of%20Fifth%20Scheduled%20Area.doc

Features	Location	No. of Household/ No. of Individuals	Description
Land use Change	Katariya/ Jakhan	Low Impact	The project with all its components shall be set up on private land and entire land parcel is reported to be an agricultural land. Under such circumstances, the setting up of the solar power project will result into the permanent land use change to industrial use. The application for the conversion of land shall be applied once the land leasing process is completed.
Cultural Heritage	Katariya/ Jakhan	No impact	As confirmed during site visit, no cultural heritage will be affected by the project activities.
Access Road	Katariya/ Jakhan	No impact	Existing village road will be used and there will be no permanent or temporary restriction in access to village road due to the project activities. The existing road will not be blocked during upgradation / enhancement.
Affected due to loss of access to facilities/assets	Katariya/ Jakhan	No impact	No impact envisaged due to the project. Since there is no restriction of any access road or no CPR within the project site.
Temporarily affected during construction	Katariya/ Jakhan	NA	No impact envisaged due to the project. Since there is no restriction of any access road or no CPR within the project site.

Source: AEWIWOPL

3.5 Compensation, and Benefits for landowners

As reported by the AEW and the local community during the consultation, the lease rent was established based on negotiations held with landowners and the market rate in the area. Determination of land rental by considering the following considerations,

- a) with due consultation with the landowners and considering the prevailing market rental rate
- b) the rate provided by the precedent renewable energy developer (Juniper) in the vicinity
- c) the average yield of the land per acre.

The lease rent of INR 33,500/Acre/Annum for 29 years & 6Months with 5 % escalation after every three years on current rates will be paid every year and will be paid uniformly to all the landowners, irrespective of the land quality or location of land. The current land lease rate was finalized on mutual discussion among land aggregator and landowners. Also, the rate was same as precedent RE developer (Juniper) who had already leased at the same price in the surrounding villages and two times of the average revenue earned through agriculture activities.

As per the conditions mentioned in the lease deed, on expiry of the lease deed, Lease deed will be proposed for renewal on basis of the mutually consent of the parties i.e. the landowner and AEW. If not, project will be dismantled and land to be handed over in same condition as it was prior to lease signing and land shall be converted back to agricultural post 29 Years 6 Months as per the NA order. Sample copy of lease deed of both village and Copy of NA order (**Appendix A & B**) and Consultation with representative of AEW, Land aggregator and landowners (**Appendix C**).

3.6 Information Disclosure and Public Consultation

Prior to this study, the project proponent had conducted consultations with the landowners, revenue officials and with other key stakeholders to disclose the proposed project in their respective villages, to understand the land status, get consent from the landowners for initiating the land lease process, etc. Land leasing processes and lease rentals were discussed in detail and ensured that land would be leased from those landowners who are willingly ready to lease the land for the project. The project proponent has appointed the land aggregators who are directly and in regular contact with the landowners of Jakhan and Katariya village. The date of meeting with different Stakeholders consulted in study area village is provided in Table 3-5 and Table 3-6

S.N o	Date / Period of Consultation	Stakeholders Consulted	Agency Carried out Consultation / Disclosure	Outcome of the Consultation
1	November 2020	Landowners, Gram Panchayat including Sarpanch of Village Jakhan & Katariya.	Proposed Land Aggregator	 Landowners had expressed their consent to lease their land for the Project. Gram Panchayat members and Sarpanch were also positive towards the development of the Projects in their villages.
2	November 2020	Revenue Officials of the Taluk & District	Proposed Land Aggregator & AEW land team	 Discussion on the available land revenue records for the Land Parcels. To understand if there are any issues with respect to the land documents in the current area. To understand the process of the land acquisition in the area. Basis the discussion, revenue officials informed us that all revenue records are properly maintained both online and offline and there were no pending issues in the Land documents.
3	December 2020	Precedent Renewable Energy Developers	AEW Land team	 Discussion on issues faced by them during the execution of the Project, market rates in the area and acceptance of the Project. We understood that there are no major issues faced by developers at the Project site and all the stake holders for the Project welcomed the Project in the area. Further, we also understood the lease rent prevailing in the area is Rs 33500/- per acre per year with an escalation of 5% every 3 years.
4	January 2021	Landowners	Proposed Land Aggregator & AEW land team	 Meeting with Landowners and AEW to get a first-hand information and consent. Discussed the lease rent for the Project land and agreed the tentative terms of lease with the Landowners.
5	January & February 2021	Revenue Officials of the Taluk & District	Proposed Land Aggregator & AEW land team	 Understood the status of revenue documents for the Project land. Initiated the process of document collection for the Land parcels through proposed land aggregator.

Table 3-5 : Consultation with Different Stakeholders conducted by AEW

S.N o	Date / Period of Consultation	Stakeholders Consulted	Agency Carried out Consultation / Disclosure	Outcome of the Consultation
6	March 2021	Gram Panchayat of Village Jakhan & Katariya along with Sarpanch	Proposed Land Aggregator & AEW land team	• Understood the willingness of the Gram Panchayat and Sarpanch for the construction of the Project.
7	April 2021	Land Aggregator	AEW Land Team	Appointed Ocean Trading Co as the land aggregator for the Project
8	March 2021 to August 2021	Revenue officials, Landowners	Proposed Land Aggregator	Collection of land revenue records from revenue authorities and landowners
9	March 2021 to August 2021	Landowners	Land Aggregator	Signing of Consent letters from Landowners
10	July 2021	Gram Panchayat Officials	Land Aggregator & AEW Land team	Obtained Gram Panchayat NOC for the Project.
11	March 2021 to August 2021	Revenue Officials and Other Statutory Authorities	Trilegal, Land Aggregator & AEW Land team	Legal due diligence of Land documents.
12	July 2021 to ongoing event	Landowners, Revenue Officials	Land Aggregator	• Coordination for application to non- agriculture conversion of land, mutation of revenue records and other documentation required for leasing of the land. Clearing of loan/encumbrances on the land by payment of advances from AEW.
13	October 2021 to ongoing event	Landowners	Land Aggregator, AEW Land Team	• Execution of lease and other necessary agreements, payment of lease consideration. Application for mutation of revenue records.

Table 3-6: Consultation with Different Stakeholders conducted during LAA / IESE

Stakeholder	Name & Designation	Department/Address	Date
Project Proponent	Mr. Divya Bhagat	Jenwa	20/09/21
Land Aggregator	Chandrakant Soyala Felenthy H (Bhavesh Bhai-9376899992)	Ocean Trading Company	20/09/21
Panchayat Member	Mahavir Singh Janak Ben Wife of Bharat singh)	Panchyat Head, Jakhan Village Panchayat Head, Kataria Village	20/09/21
Anganwadi workers	Nirmala Ben-jantabhai Pramila Ben, Prabha ben, Kanta Ben	Jakhan Anganwadi Kataria Anganwadi	21/09/21
Educational Institution	Nilesh Bhai	Principal/ Government High School, Kataria	21/09/21
Educational Institution	Varshuben Vinodchandra Pandit	Principal/ Middle School, Jakhan	21/09/21
Health Sub-centre	Lalita Ben, Dulera Usha Ben,	Kataria	22/00/24
	Chaya Ben (Asha Workers) Ratan Ben Mbora- Asha Worker	Jakhan	22/09/21

Stakeholder	Name & Designation	Department/Address	Date	
	Villagers Name			
	Khoman Chand (5acre)			
	Jaswat Bhai (7.2acre)			
	Praveena Ben(3 acre)			
	Ramesh Bhai (4acre)			
	Jairam Kabji bhai(3 acre)			
Landowner,	Kalubhai bhikabhai	Kataria Village		
Landowner,	Premjibhai Bhikabhai		22/09/21	
	Dhirubhai bhikabhai (24 acre for all 5 total)			
	Mahipatbhai bhikabhai			
	Kalubhai Bhikabhai			
	"Dikpal singh zala (7acre)			
	Harjiwan Bhai Lakshman bhai (7acre)			
	Kathiya Pratak Singh (5.6acre)			
	Villagers Name			
	Mayur Dhwaz singh Kanchan singh Zala (7acre)			
	Shakti singh Mayur singh Rana (20acre)	Jakhan Village		
	Digpal singh Hardeep singh Zala (7.2acre)			
Landowner	Dilip singh Gajendra Singh (10acre)		23/09/21	
	Vrajkuvarba Dilubha Rana (9.8acre)	9.8acre)		
	Divya raj singh chandra singh Zala (10acre)			
	Kirti singh natuba zala (9acre)			
	Aniruddh singh Jitubhai Zala (8.9acre)			
	Women Participant			
	Savitaben			
	Ranjan Ben			
	Champaben			
Agricultural laborers	Sajan Ben	Katariya	22/09/21	
	Sangeeta Ben			
	Manjula Ben			
Agricultural laborers	Not available	Jakhan	22/09/21	
	Pramilaben Prabhabhai			
	Jayaben			
Women	Pramilaben	Katariya		
	Savitaben			
	Ranjan Ben			

Stakeholder	Name & Designation	Department/Address	Date
	Champaben		
	Sajan Ben		
	Sangeeta Ben		
	Manjula Ben		
	Ranjan Ben		
	Gauri Ben		
	Pahu Ben		
	Koyal ben		
	Chaya Ben		
	Fula Ben		
Women	Janaki Ben		
	Savitri ben	Jakhan	22/09/21
	Chhaya Ben		,
	Ratan Ben		

Source: Primary survey by Arcadis Team

Consultation with Project Proponent (AEW)

Site Representatives of the project proponent informed the Arcadis team that the land leasing is underway. The details of the land lease process, extend of land required for the project, land aggregators roles and responsibilities, status of Land identification and non-objection certificate from the landowners, etc were discussed. As reported, land required for the project will be sourced from 116 landowners through land leasing process and as on date of site visit, NOC from half of the landowners was obtained. During consultation with the Land aggregator as well as landowners, it was found that that land leasing is being undertaken on voluntary basis and land lease agreement made for 29 Years 6 months. Arcadis team had reviewed a sample lease deed to confirm the same. The representatives of the project proponent informed that NOC from the respective Village Panchayats has also been obtained.

Consultation with Community Members and Sarpanch

It was informed that Community and the Panchayat Members were aware of the upcoming solar power project in the village. It was reported that the solar project will not result in any physical displacement. There are floating farm labours working on the affected land parcels as reported during interaction. They are expecting betterment in their livelihood with the initiation of the same. Some of the issues raised during public consultation. The people have general aspirations of development in the locality with the upcoming solar power project.

Consultation with Land aggregator of Solar plant

Consultation meeting was held with the Land Aggregator on 22nd September 2021. As informed by the Land Aggregator, they have individually approached landowners during the land leasing process. A total of 332 acres have been finalised till date. Landowners have voluntarily agreed to lease the land on the compensation/term payment provided which is Rs 33,500/Acre/Annum for 29 years & 11 Months and with escalation of 5% after every 3 years. No physical and economic displacement was reported among the landowners during consultations.

Figure 3-1: Stakeholder Consultation at Site





Consultation with Land aggregator/facilitator and project proponent

Consultation with Sarpanch of Jakhan village



Consultation with farmers of Jakhan village



Consultation with farmers of Jakhan village



Consultation with Asha workers of Jakhan village



Consultation with women of vulnerable community



Consultation with Landowners of Kataria village

FGD with women stakeholders





Consultation with Asha workers, Anganwadi workers and women agriculture labour

Consultation with Principal of school

Details and summaries of stakeholder's consultation have been provided in **Appendix C**.

3.7 Affected Households' Perceptions towards the Land Leasing for the Project

Some notable key findings of different level stakeholder consultation are appended below:

As per consultations with the landowners of the Kataria and Jakhan village (rural areas lying in Block - Limbdi, District - Surendranagar) most of the land is non irrigated agricultural land with private ownership of the farmers. A total of 28 consultations were held out of which 19 consultations were held with landowners of Kataria village (Khasra no. 644, 794, 795, 663, 770, 769, 774, 779, 767, 247, 793 and 9 consultations were held in Jakhan village (Khasra no. 258, 258/1, 347, 240, 264, 542, 255, 254).

The landowners are majorly Hindu and are socially categorised as OBC (Koli Patel), General (Rajput - Zala), etc. All the 28 landowners were ration card and voter card holders. Among all the 28 consultations, 70% of the total consultations were done with OBC community as majority of the landowners were from OBC category.

None of the landowners/ titleholders belonged to marginal and small category because their average landholdings were more than 5 acres (As per definition of Ministry of agriculture and farmer welfare, Farmers having less than two hectares (five acres) of land are called small farmers and those having less than one hectare (2.5 acres) are called marginal farmers). The total land of the project site is 76% cultivable and 24% non-cultivable. The landowners of Kataria and Jakhan village reported that land for the proposed site has largely remained uncultivated for the last five to seven years because of uncertainty in rainfall and there is lack of irrigation facilities. The land is devoid of trees and standing crops except in a few land parcels in which cotton, bajra, jawar crops are being cultivated. More than 85 percent of these landowners have an additional land parcel which is more fertile and have better

irrigation facility which enables the landowners to continue the farming activities on the remaining land near the village and grow crops like cotton, bajra, jawar crops and make their livelihood.

During the consultations with the landowners of both Kataria and Jakhan village it was seen that all the landowners have an approximate land holding of area equal to or greater than 5 acres in the proposed site and have given their consent for the land leasing. This proposed site land parcel mostly remains uncultivable throughout the year, landowners practice farming when there is enough rain in the season. Among all 3 landowners reported that the average earning of a good season from their land parcel leased for project was Rs. 8000-12,000 per acre per annum, which is less than the annual rental payment to be received from the land leasing.

No landowner experienced physical or economic displacement. No landowners reside in the land parcel proposed for leasing. There has not been any case of physical displacement as no structures were reported during site visit. Majority of the landowners who have agreed to lease the land for solar plants also own an additional land parcel either in the same or some other villages. There is no contract labour, sharecropper and tenants etc. associated on the proposed land as verified during discussion with the local community.

As reported by the landowners, the average market rate of the land in the region is around 3.5 lakh/acre to 4.5 lakh/acre. As per discussion with the land aggregator, and landowners, it was found in Jakhan village that women are also engaged in agriculture activities. Women equally participate in agriculture activities and spend 7-8 hours in field during peak cultivation period.

Farmers reported that for appropriate annual income, farmers of kataria village opt to cultivate the land on their own as hiring labour is costly business to them and the labour cost is about Rs. 200-300 per day. The cost of labour is exclusive of the transportation cost and refreshment meal which cost around Rs. 50-60 additionally to the farmers. Their annual income completely depends on the cultivation of crops, any bad season or poor yield affects their profit margins, thus hiring agricultural labour adds to additional expenses which might lead to the loss in income. So, they opt to cultivate the land on their own.

As reported, the landowners are satisfied with the leasing of land because the existing agriculture practices on the proposed land have become unviable due to increased labour cost, infertile land and shortage of rainfall in the region. Now they can have a fixed income from leasing of land. And are Voluntarily agreeing on the compensation/term payment provided which is Rs 33,500/Acre/Year for 29 years & 11 Months with 5% escalation after every 3 years. However, along with the cash compensation landowners expressed their interest in learning new skills through skill development programs.

3.8 Local Perceived Impacts of Land Leasing on Livelihoods

Locals were positive about the upcoming project in their village. It will provide employment opportunities for local workers. Local contractors and sub-contractors will be engaged during construction phase During consultation with the agriculture labors, six women agriculture labors were apprehensive about the upcoming project and reported that leasing land to the project, will result in reduced agriculture activities and engagement in agriculture works. Also, they expressed their interest in learning new skills through skill development programs which will somewhere resolve the purpose.

In Kataria village women were aware of the proposed solar project. They were aware that their land parcel is being taken on rent in exchange of a sum of money during consultation, women were imparted knowledge of the upcoming solar plant.

3.9 Perceived Impacts by Households with Land Acquisition for -220 kV Transmission Line Outside the Project's Boundaries

The external transmission line is still under planning stage. However, based on the discussion, the length of external transmission line connecting PSS and GSS will be approximately 4 to 5 km with 18 to 20 towers. As reported location of towers has not been finalized. Furthermore, it was reported that the transmission line will pass through private land. Compensation for the RoW shall be made as per the Ministry of Power 'Guidelines for payment of compensation towards damages regarding right of way for transmission lines or provision for underground transmission route.

4 REVIEW AGAINST ADB SPS SAFEGUARD REQUIREMENTS-2

This section provides the findings against the requirements of ADB's SPS 2009, including recommendations based on these findings. The action plan for the Project Owner to address the gaps against ADB's SPS 2009 is presented in the following section. Findings are defined as Aligned, Partially Aligned, Not Aligned, and Insufficient Information for the Assessment and Not Applicable as detailed in the table below.

Rating	Definitions		
Aligned	The Project fulfils the requirement and/or is aligned with intended outcome of the requirement.		
Partially Aligned	The Project partially fulfils the requirement and/or is partially aligned with intended outcome of the requirement.		
Not Aligned	The Project does not fulfil the requirement.		
Not applicable	Sections not applicable to this project		

Table 4.1 presents the findings and observations on compliance with ADB's SPS 2009, as well as recommendations to achieve conformance.

Table 4-1 Findings and Recommendations

S.N o	Requirements of ADB's SPS 2009	Findings/ Observations	Complianc e	Recommendations
1.	Project Alternatives to Minimise Resettlement			
1.2	Avoid involuntary resettlement (IR) wherever feasible,	The proposed project is sourcing land by executing long term lease agreement on voluntary basis. Hence Involuntary resettlement is not envisaged for the project.	Aligned	-
1.2	The client will consider feasible alternative project designs to avoid or minimize physical and/or economic displacement, while balancing environmental, social, and financial costs and benefits, paying particular attention to impacts on the poor and vulnerable.	alternatives to facilitate the access of the land for the project development. During the legal land audit, it was found that few farmers were not willing to lease their land for the project, there	Aligned	A Resettlement Framework will be developed by AEW that will be the basis of future land transactions for the transmission line.
S.N o	Requirements of ADB's SPS 2009	Findings/ Observations	Complianc e	Recommendations
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		AEWIWOPL altered the existing layout by selecting other land parcels adjacent to the exiting layout to minimise the impact and to gain maximum acceptance of the project from the stakeholders. At the time of the audit, land transaction for the transmission line has not yet commenced. Consideration of factors relating to environmental, ecological and social footprint, three alternative routes were identified. The shortest route with minimal impact on E&S aspects will be considered, three alternative transmission line routes were identified		
2.	Compensation, Assistance and Benefits for Displa	aced Persons		
2.1.	Para. 7 - Displaced persons in a project area could be of three types: (i) persons with formal legal rights to land lost in its entirety or in part; (ii) persons who lost the land they occupy in its entirety or in part who have no formal legal rights to such land, but who have claims to such lands that are recognized or recognizable under national laws; and (iii) persons who lost the land they occupy in its entirety or in part who have neither formal legal rights nor recognized or recognizable claims to such land. The involuntary resettlement requirements apply to all three types of displaced persons	 adequate lease rent will be paid. 100% of the land sourced are private agricultural land with formal legal rights. As reported, there are no encroachments on the project site land. There is no physical displacement envisaged due to the proposed project. 	Not Applicable	
2.2	Para. 8 – The borrower/client will provide adequate and appropriate replacement land and structures or cash compensation at full replacement cost for lost land and structures, adequate compensation for partially damaged structures, and relocation assistance, if applicable, to those persons described in para. 7(i) and 7(ii) prior to their relocation	- -	Not Applicable	
2.3	Para. 9 – Preference will be given to land-based resettlement strategies for displaced persons whose livelihoods are land-based. These strategies may include resettlement on public land, or on private	- -	Not Applicable	

S.N o	Requirements of ADB's SPS 2009	Findings/ Observations	Complianc e	Recommendations
	land acquired or purchased for resettlement. If land			
	is not the preferred option of the displaced persons,			
	or sufficient land is not available at a reasonable			
	price, nonland-based options built around			
	opportunities for employment or self-employment			
	should be provided in addition to cash compensation			
2.4	for land and other assets lost. The lack of land will			
2.4	Para. 10 – The rate of compensation for acquired		Not	
	housing, land and other assets will be calculated at		Applicable	
	full replacement costs. The calculation of full replacement cost will be based on the following			
	elements: (i) fair market value; (ii) transaction costs;			
	(iii) interest accrued, (iv) transitional and restoration			
	costs; and (v) other applicable payments, if any.			
	Where market conditions are absent or in a formative			
	stage, the borrower/client will consult with the			
	displaced persons and host populations to obtain			
	adequate information about recent land transactions,			
	land value by types, land titles, land use, cropping			
	patterns and crop production, availability of land in			
	the project area and region, and other related			
	information. The borrower/client will also collect			
	baseline data on housing, house types, and			
	construction materials. Qualified and experienced			
	experts will undertake the valuation of acquired			
	assets. In applying this method of valuation,			
	depreciation of structures and assets should not be			
	taken into account			
2.5	Para. 11 – In case of physical displaced persons		Not	
0.0			Applicable	
2.6	, , ,	 Landowners willingly leased their land and will be provided with adapted part bicket then the surrent income derived 	Aligned	
	persons, regardless of whether they are physically displaced, the borrower/client will promptly	with adequate rent higher than the current income derived from agricultural activities.		
	compensate for the loss of income or livelihood	nom agricultural activities.		

S.N o	Requirements of ADB's SPS 2009	Findings/ Observations	Complianc e	Recommendations
2.7	sources at full replacement cost. The borrower/client will also provide assistance such as credit facilities, training, and employment opportunities so that they can improve, or at least restore, their income-earning capacity, production levels, and standards of living to pre-displacement levels. The borrower/client will also provide opportunities to displaced persons to derive appropriate development benefits from the project Para. 13 – Involuntary resettlement should be conceived of and executed as part of a development project or program. In this regard, the best strategy is to provide displaced persons with opportunities to share project benefits in addition to providing compensation and resettlement assistance. Such opportunities would help prevent impoverishment among affected persons, and also help meet the ethical demand for development interventions to spread development benefits widely. Therefore borrowers/clients are encouraged to ascertain specific opportunities for engaging affected persons as project beneficaries and to discuss how to spread such opportunities as widely as possible among affected persons in the resettlement plan. Para. 14 – The borrower/client will ensure that no physical displacement or economic displacement will occur until (i) compensation at full replacement cost has been paid to each displaced person for project components or sections that are ready to be	agriculture workers reported to have reduced agriculture activities/job opportunities due to the development of solar project. These agriculture labours are not primarily dependent on the piece of project site land. Does not directly or indirectly get impacted due to the project development. Moreover, the project will generate number of direct and indirect employment opportunities in the neighboring villages both during construction and operation phase, the work includes various construction works during the construction phase and during operation phase like grass cutting, module cleaning, panel tilting works, deployment of security staffs etc.		

resettlement plan have been provided to displaced persons; and (iii) a comprehensive income and livelihood rehabilitation program, supported by an adequate budget, is in place to help displaced

S.N o	Requirements of ADB's SPS 2009	Findings/ Observations	Complianc e	Recommendations
	persons improve, or at least restore, their incomes and livelihoods			
3.	Social Impact Assessment			
3.1	Para. 15 – The borrower/client will conduct socioeconomic survey(s) and a census, with appropriate socioeconomic baseline data to identify all persons who will be displaced by the project and to assess the project's socioeconomic impacts on them. For this purpose, normally a cut-off date will be established by the host government procedures The social impact assessment (SIA) report will include (i) identified past, present and future potential social impacts, (ii) an inventory of displaced persons and their assets, (iii) an assessment of their income and livelihoods, and (iv) gender-disaggregated information pertaining to the economic and sociocultural conditions of displaced persons	 Public consultation was conducted by involving various stakeholders to understand the perception about the project. The consultations were conducted among the following stakeholders i.e., local representatives of project proponent, landowners, officials from local sub-registrar office, village counsellor, teachers, and villagers, women groups, etc. Details of various stakeholder consultation conducted is presented in Table 3-5 & Table 3-6. The study area (located in Surendarnagar district) does not fall in any Notified Schedule-V area There is no tribal population reported in both the villages and also verified from the secondary data of Census of India 2011. Therefore, no tribal land will be involved. 	Partially Aligned	Another round of land transaction review will be conducted upon completion of signing of lease agreement, and completion of land transactions for the transmission line.
3.2	Para. 16 – As part of the social impact assessment, the borrower/client will identify individuals and groups who may be differentially or disproportionately affected by the project because of their disadvantaged or vulnerable status. Where such individuals and groups are identified, the borrower/client will propose and implement targeted measures so that adverse impacts do not fall disproportionately on them and they are not disadvantaged in relation to sharing the benefits and opportunities resulting from development.		Aligned	
4.	Resettlement Planning			
4.1	Para. 17 –The borrower/client will prepare a resettlement plan if the proposed project has	• While the transaction is voluntary and there is no physical displacement is envisaged due to the project.	Not Applicable	

Requirements of ADB's SPS 2009	Findings/ Observations	Complianc e	Recommendations
involuntary resettlement impacts. The objective of a			
resettlement plan is to ensure that livelihoods and			
standards of living of displaced persons are			
improved, or at least restored to pre-project (physical			
and/or economic) levels and that the standards of			
living of the displaced poor and other vulnerable			
groups are improved, not merely restored, by			
providing adequate housing, security of land tenure			
and steady income and livelihood sources.			
Para. 18 – A resettlement plan will be based on the			
social impact assessment and through meaningful			
consultation with the affected persons			
Para. 19 – The borrower/client will analyse and			
summarize national laws and regulations pertaining			
to land acquisition, compensation payment, and			
relocation of affected persons in the resettlement			
plan. The borrower/client will compare and contrast			
such laws and regulations with ADB's involuntary			
resettlement policy principles and requirements. If a			
gap between the two exists, the borrower/client will			
propose a suitable gap-filling strategy in the			
resettlement plan in consultation with ADB			
Para. 20 – All costs of compensation, relocation, and			
livelihood rehabilitation will be considered project			
costs.			
Para. 21 – The borrower/client will include detailed			
measures for income restoration and livelihood			
improvement of displaced persons in the			
resettlement plan. Income sources and livelihoods			
affected by project activities will be restored to pre-			
project levels. For vulnerable persons and			
households affected, the resettlement plan will			
include measures to provide extra assistance so that			
they can improve their incomes in comparison with			

S.N o	Requirements of ADB's SPS 2009	Findings/ Observations	Complianc e	Recommendations
	 preproject levels. The resettlement plan will specify the income and livelihoods restoration strategy, the institutional arrangements, the monitoring and reporting framework, the budget, and the time-bound implementation schedule. Para. 22 – Information in the RP maybe tentative until a census of APs has been completed Para. 23 – Projects with significant involuntary resettlement impacts will need adequate contingency funds to address involuntary resettlement impacts that are identified during project implementation. The borrower/client will ensure that such funds are readily available Para. 24 – The borrower/client will use qualified and experienced experts to prepare the social impact assessment and the resettlement plan 			
5.	Negotiated Land Acquisition			
5.1	Para. 25 – Safeguard Requirements 2 does not apply to negotiated settlements unless expropriation would result upon the failure of negotiations.	 Not applicable for the project. 100% of the land required for the proposed project is sourced by executing long term lease agreement with the private landowners. The landowners willingly leasing their land because the existing agriculture practices on the proposed land has become unviable due to increased labour cost and infertile land in the region. 	Not Applicable	
6.	Information Disclosure			
6.1	Para. 26 The borrower/client will submit the resettlement plans and resettlement monitoring documents to ADB for disclosure on ADB's website. Para. 27 – The borrower/client will provide relevant resettlement information in a timely manner, in an accessible place and in a form and language(s) understandable to affected persons and other	 Public consultation was conducted by involving various stakeholders to understand the perception about the project. The consultations were conducted among the following stakeholders i.e. local representatives of project proponent, landowners, officials from local sub-registrar office, village counsellor, teachers, and villagers, women groups, etc. Details of various stakeholder consultation conducted is presented in Table 3-5 & Table 3-6 	Partially Aligned	 The IESE, Land Acquisition Audit, and Resettlement Framework will be disclosed in a form and language understandable to

S.N o	Requirements of ADB's SPS 2009	Findings/ Observations	Complianc e	Recommendations
	stakeholders. For illiterate people, suitable other communication methods will be used.			affected persons and stakeholders. • All finalised documents will be disclosed on ADB's website.
7.	Consultation and Participation			
7.1	Para. 28 – The borrower/client will conduct meaningful consultation with affected persons, their host communities, and civil society for every project identified as having involuntary resettlement impacts. Meaningful consultation is a process that (i) begins early in the project preparation stage and is carried out on an ongoing basis; (ii) provides timely disclosure of relevant and adequate information; (iii) is undertaken in an atmosphere free of intimidation or coercion; (iv) is gender inclusive and responsive, and tailored to the needs of disadvantaged and vulnerable groups; and (v) enables the incorporation of all relevant views of affected people and other stakeholders into decision making, such as project design, mitigation measures, the sharing of development benefits and opportunities, and implementation issues.	Consultation and disclosure of project information was conducted by AEW prior to LAA and IESE activities. Some of the key stakeholders consulted were landowners, revenue officials, panchayat representatives, village representatives, precedent Renewable Energy Developers, etc. were Consulted. In addition, as part of LAA and IESE study, Acradis team had consulted the above-mentioned stakeholders to understand the project related impact and their perception towards the project. The consultations were conducted among the following stakeholders i.e. local representatives of project proponent, landowners, officials from local sub-registrar office, village counsellor, teachers, and villagers, women groups, etc. Details of various stakeholder consultation conducted is presented in Table 3-5 & Table 3-6	Aligned	Consultation and project related disclosure to the stakeholders to be continued as part of Stakeholder Engagement plan and Grievance Redressal Mechanism.
7.2	SPS 2 principle: Pay particular attention to the needs of vulnerable groups, especially those below the poverty line, the landless, the elderly, women and	Vulnerable groups have been included in the Project's consultation and engagement, in impact analysis, and in development of management plans	Partially Aligned	Vulnerable groups should continue to be prioritised in the
	children, and Indigenous Peoples, and those without legal title to land, and ensure their participation in consultations.			implementation of management plans,
8.	legal title to land, and ensure their participation in			•

S.N o	Requirements of ADB's SPS 2009	Findings/ Observations	Complianc e	Recommendations
8.1	Para. 29 – The borrower/client will establish a mechanism to receive and facilitate the resolution of affected persons' concerns and grievances about displacement and other project impacts, paying particular attention to the impacts on vulnerable groups. The grievance redress mechanism should be scaled to the risks and adverse impacts of the project. It should address affected persons' concerns and complaints promptly, using an understandable and transparent process that is gender responsive, culturally appropriate, and readily accessible to the affected persons at no costs and without retribution. The mechanism should not impede access to the country's judicial or administrative remedies. The borrower/client will inform affected persons about the mechanism.	Grievance Redress Mechanism (GRM) along with Stakeholder Engagement Plan (SEP) is developed as part of IESE.	Partially Aligned	GRM along with SEP to be implemented at site level to address the grievance of the landowners and the community related to project.
9.	Monitoring and Reporting			
9.1	 Para. 30 – The borrower/client will monitor and measure the progress of implementation of the resettlement plan. The extent of monitoring activities will be commensurate with the project's risks and impacts. In addition to recording the progress in compensation payment and other resettlement activities, the borrower/client will prepare monitoring reports to ensure that the implementation of the resettlement plan has produced the desired outcomes. Para. 31 – The borrower/client will prepare semi-annual monitoring reports that describe the progress of the implementation of resettlement activities and any compliance issues and corrective actions. These reports will closely follow the involuntary resettlement monitoring indicators agreed at the time 	Not Applicable, the project does not involve in resettlement activity. The project is still at pre-implementation stage	Not Applicable	Inspection, Monitoring and Auditing section as developed and presented in IESE report. The same will be implemented during the project phase to monitor the grievance reported and actions taken to resolve the issues.

S.N o	Requirements of ADB's SPS 2009	Findings/ Observations	Complianc e	Recommendations
	of resettlement plan approval. The costs of internal and external resettlement monitoring requirements will be included in the project budget.			
10.	Unanticipated Impacts			
10.1	Para. 32 – If unanticipated involuntary resettlement impacts are found during project implementation, the borrower/client will conduct a social impact assessment and update the resettlement plan or formulate a new resettlement plan covering all applicable requirements specified in this document	As per the consultations with project proponent, land aggregator and landowners, it is envisaged that the project will not involve any displacement and resettlement activity.	Not Applicable	
11.	Special Considerations for Indigenous Peoples			
11.1	Para. 33 – The borrower/client will explore to the maximum extent possible alternative project designs to avoid physical relocation of Indigenous Peoples that will result in adverse impacts on their identity, culture, and customary livelihoods. If avoidance is impossible, in consultation with ADB, a combined Indigenous Peoples plan and resettlement plan could be formulated to address both involuntary resettlement and Indigenous Peoples issues. Such a combined plan will also meet all relevant requirements specified under Safeguard Requirements 3.	Not Applicable. The study area (located in Surendarnagar district) does not fall in any Notified Tribal Area of Surendarnagar State. There is no tribal population reported in both the villages and also verified from the secondary data of Census of India 2011. Therefore, no tribal land will be involved.	Not Applicable	

5 ACTION PLAN

Table 5.1 presents proposed Land Acquisition Audit Action Plan to bring the Projects in compliance with the requirements of ADB's SPS 2009.

Table 5-1 Action Plan

10010	5-1 Action Plan			Completion/
Ref. #	Measure and/or Corrective Actions	Responsibility	Deliverable	Implementation Timeline
1	Development of a Resettlement Framework to guide AEW in future land transactions related to the transmission line.	AEWIWOPL	Resettlement framework	Prior to start of land transactions for the transmission line and prior to project approval
2	Development of a Livelihood Restoration Plan		Livelihood Restoration Plan	Prior to project approval
3	Develop and implement a community grievance mechanism	AEWIWOPL	Grievance installation activities and Grievance records	Prior to first disbursement
4	IESE, LAA documents and other project related E&S performance documents will be disclosed among the stakeholders and published in ADB website	AEWIWOPL	Consultation records	Prior to project approval
5	Follow the SEP to implement on-going information disclosure and consultation and engagement through the project development phases.	AEWIWOPL	Stakeholder engagement records	Within a month upon finalization of the plan. Throughout the project life.
6	Conduct of Land Acquisition Audit and social impact assessment follow through activity to: • review the remaining land transaction processes for the solar power plant • review the land transaction process for the transmission line • identify any person affected by physical or economic displacement due to future transactions or those that were not identified during this LAA	AEWIWOPL	LAA Addendum and Social Impact Assessment	Within a month upon completion of the land transactions for the transmission line Identification of other affected persons not later than six months from commencement of civil works
7	Implement Corporate Social Responsibility activities / community development activities as suggested in IESE and provide timely funding for the implementing the same.	AEWIWOPL	CSR Reporting	Per Community Development Plan timeline

Ref. #	Measure and/or Corrective Actions	Responsibility	Deliverable	Completion/ Implementation Timeline
8	Monitor and report the implementation status of LAA-Action plan	AEWIWOPL	monitoring reports	Frequency will depend on the nature of corrective action and upon the monitoring requirement of specific plans

Appendix A – Land Lease Deed

Copy of Lease Deed- Katariya Village



Copy of Lease Deed- Jakhan Village



BY & BETWEEN ના દ્વારા અને વચ્ચે કરવામાં આવેલ છે.

 (A) Shri Janaksinh Anandsinh Rana, S/o Anandsinh Rana, Aged about -68 years, Resident -City – Nadiad, Ta,-Nadiad Dist.-Kheda, having Aadhar No:-764526795382, Income Tax Permanent Account No- AABPZ7558D ("Lessor");

 (અં) જનકસિંહ આણંદસિંહ રાભ્રા તે આણંદસિંહ રાભ્રાના પુત્ર, ઉમર આશરે વર્ષ – ૬૮, રહેવાસી –નડીયાદ, તા. નડીયાદ, જી. ખેડા, જેઓનો આધાર નં – 764526795382, ઈન્ક્રમટેક્ષ પરમેનન્ટ એકાઉન્ટ નં.AABPZ7558D (''ભાડાપટ્ટે આપનાર'')

(Lessor is hereinafter collectively referred to as the "Lessors" which expression, unless repugnant to the context or meaning thereof, will include his/her/their legal heirs, successors in interestand permitted assigns) of the **FIRST PART**;

(ભાડાપટ્ટે આપનાર ને હવે પછી સંયુક્ત રીતે આ દસ્તાવેજમાં ભાડાપટ્ટે આપનારાઓં તરીકે સંબોધવામાં આવેલ છે, જે શબ્દના અર્થમાં તેઓના કાયદાકીય હિત ધરાવનાર વંશ, વાલી, વારસદારો અને મંજુર થયેલા એસાઈનીઓનો સમાવેશ થાય છે.)

> AND અને



b)M/s.AEW India West One Private Limited, GST no. 07AAUCA6097Q1ZI, acompany registered and existing under the laws of India having its Corporate Identity No:U40200DL2021FTC375220(CIN), registered office situated at 3393, 3rd Floor, Ranjet Nagar, South Patel Nagar, Near Siddharth Hotel, Delhi-110008, hereinafter referred to as the "Lessee" or "AEWW1" represented by its duly authorized representative Mr. Gurudarshan Madapura, authorized signatory as per the resolution passed by its Board of Directors dated – 18/06/2021 (which expression unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns) of the SECOND PART;

મે. **એઈડબલ્યુ ઈન્ડીયા વેસ્ટ વન પ્રાઈવેટ લીમીટેડ**, GST no. 07AAUCA6097Q1ZI, કંપની કે જે ભારતીય કાયદાઓ હેઠળ નોંધાયેલ અને અસ્તિત્વમાં છે, જેઓનો કોર્પોરેટ આઈડેન્ટીટી નંબર (સીઆઈએન) – U40200DL2021FTC375220) જેનો (પાન નં. AAECJ7548P) છે, જેની રજીસ્ટર્ડ ઓફીસ – ૩૩૯૩, ત્રીજો માળ, રબ્રજીત નગર, સાઉથ પટેલ નગર, સીધ્ધાર્થ હોટલની પાસે, દિલ્હી – ૧૧૦૦૦૮ ખાતે આવેલ છે. જેમને હવે પછી આ દસ્તાવેજમાં (ભાડાપટ્ટે રાખનાર / લેનાર અથવા ''એઈડબલ્યુડબલ્યુ વન'' તરીકે સંબોધવામાં આવેલ છે. જેના વતી તેના કાયદેસર અધિકૃત પ્રતિનિધિ શ્રી, તે શ્રીગુરૂદર્શન મદાપુરા , જેઓ બોર્ડ ઓફ ડાયરેકટર્સના તારીખ ના રોજ કરેલ ઠરાવ મુજબના ઓથોરાઈઝડ સીગ્નેટરી, (જે શબ્દના અર્થમાં તેઓના ઉતરાધિકારીઓ અને મંજુર થયેલા એસાઈનીઓનો સમાવેશ થાય છે.)

The Lessors and the Lesee are hereinafter individually referred to as "Party" and jointly referred to as "Parties".

ભાડાપઢે આપનાર અને ભાડાપઢે લેનાર દરેક હવે પછી વ્યક્તિંગત રીતેપક્ષકાર અને સંયુક્ત રીતે પક્ષકાર્રો તરીકે સંબોધવામાં આવશે.





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Appendix B: Jakhan NA Conversion-Final Order

OFFICE OF THE COLLECTOR & DISTRICT MAGISTRATE

Dist. Seva Sadan-1, Tower Road, Surendranagar, Gujarat - 363040

Phone number: 2752 – 283892 e-mail: collector-sm@gujarat.gov.in

Under Section-65 of the Gujarat Land Revenue Act, 1879 (temporary non-agriculture)

Order No.: 712/08/10/036/2021 Dt. 17/09/2021

Taken on record:

- 1 Online application (No.308102021011272) and Affidavit of Applicant BALBHADRASINH ANANDJI RANA
- Res.: E-114, Sainath Park, Vasna Road, near Raneswar temple, Vasna, Vadodara, VADODARA-390007 Section 48, 65, 66 & 67 of the Bombay Land Revenue Act, 1879.
- 3 Rule 81, 100, 101, 102 of the Gujarat Land Revenue Rules, 1972.
- 4 Resolution No.BaKhaPa/1006/425/Ka dt. 01/07/2008 of Government's Revenue Department.
- 5 Circular No.BaKhaPa/102018/327/Ka dt. 08/05/2018 of Government's Revenue Department.
- Resolution No.ST/TP/12209/769/11/Ha.1 dt. 31/03/2011 of Government's Revenue Department.
- 7 Resolution No.BaKhaPa/102018/425/Ka dt. 09/01/2019 of Government's Revenue Department.
- 8 Circular No.BaKhaPa/102018/425/Ka dt. 10/02/2019 of Government's Revenue Department.
- 9 Opinion of the Mamlatdar and agriculture Panch (tribunal) (ALT) dt. 13/09/2021.
- 10 Case details on iRCMS Portal.

ORDER:

Vide application & Affidavit, Sr. No. 1 of taken on record, applicant Shri BALBHADRASINH ANANDJI RANA, requested the permission for the nonagriculture purpose for land admeasuring 10816 S.M. area bearing Survey/ Block No. 256 of Moje Jakhan, Ta. Limbdi, Di. Surendranagar, under the Gujarat Land Revenue Act, 1879.

2 In village specimen No.7/12, details of possessors of land in question is as per below.

Survey/Block No.	Area (S.M.)	Names of possessors	Type of authority of land
	of demand	(Account No.263)	(as per 7/12)
Survey/Block No. 256 Old Survey/Block No 181/2	10816.00	Balbhadrasinh Anandji Rana	Old condition (Ju.Sa.)

3 Details of taxes collected are as per below. Deposited Challan in Bank on 15/09/2021 No.570000135515092117735.

Details of taxes	Reference	Area of demand (S.M.)	Rate per Sq. Mtr.	Total amount (Rs.)
Conversion tax	569-0035-00-800-01	10,816.00	6.00	64,896.00
Special Act	570-0035-00-101-01	10,816.00	0.10	1,082.00
Local Fund	574-0029-00-103-01	10,816.00	0.13	1,406.00
Education cess	575-0045-00-108-01	10,816.00	0.03	324.00
Measurement fee	577-0029-00-106-01	10,816.00	-	2,400.00

4 Taking into consideration the above details, the order is hereby issued granting temporary non-agricultural permission purpose (Industrial use) under Section 65 of the Gujarat Land Revenue Act, 1879, for the period from 17/09/2021 to 17/03/2051 for land admeasuring 10,816.00 S.M. bearing Survey/Block No.256 of Moje Jakhan, Tal. Limbdi, Dist. Surendranagar, subject to the conditions mentioned below.

Conditions:

- 1 On receiving this order, Sanad in specimen "M" will be received within two months.
- 2 Measurement fee is deposited in the District Inspector, Land Record Office. Therefore, make/arrange to make measurement and required to prepare correction statement as per the approved plan and only after the implementation of correction statement in the Revenue Records, the sale of non-agricultural land/ plot in question made by the registered deed will be noted in the records.
- 3 Applicant is required to pay every year cess, excluding agriculture cess, @ Rs.0.10 per S.M. i.e. Rs.1082/- and required to pay Local Fund and Education cess as per the rules, which are subject to change from time to time.
- 4 Construction is to be made as per the plan approved by the Town Planning Office, Surendranagar, and construction is to be completed within three years from the date of the order issued.
- 5 As resolved in Resolution No. BaKhaPa/1093/1052/Ka dt. 13/09/1993 of the Revenue Department of the Government, common plot and land for road will be of ownership of the society or common ownership of all the plot holders; original owner will not have any right on this.
- 6 As per circular No. BaKhaPa/1091/1756/Ka dt. 07/08/1991 of the Revenue Department of the Government, respective Municipal Corporation / Town Area Development Authority, who is the construction controlling authority, is required to take legal steps in respect of unauthorised construction.

If petroleum/water or any type of pipeline is passing through this land, than the respective authority issuing development permission is required to obtain noobjection certificate of respective departments and Development Permission is to be issued.

7

- 8 Following Conditions of circular No. BaKhaPa/ 102018/425/Ka dt. 12/02/2019 of the Revenue Department of the Government, are to be followed.
 - I If earlier paid premium for a particular purpose and Development Permission is sought for other purposes/ plans are to be approved than before issuing the Development Permission, and the respective authority is required to ensure that difference in premium is paid and thereafter only Development permission is to be issued.
 - 2 If, as per the GDCR, permission is not available for that purpose/use, than it cannot be used.
 - 3 Development permission is to be issued for the area, equal to the construction area available as per the GDCR in the Agriculture Zone.
 - 4 After receiving non-agriculture permission, if construction is made for religious use without special permission than it will be treated as breach of condition and this construction becomes removable.
- 9 Following conditions of Resolution No. BaKhaPa/ 1006/425/Ka dt. 01/07/2008 of the Revenue Department of the Government, are to be followed.
 - Original Tippan limits should be shown on the measurement sheet issued by the District Inspector, Land Records. The submitted plan and lay-out plan should have been approved by the competent authority.
 - 2 Before starting the construction, should get the approval of construction plans by the competent officer. However, an applicant will not get such a construction permission letter without obtaining the non-agriculture permission.
 - 3 In a city area where town planning is approved, their construction is to be made as per the rules of G.D.C.R. and Zoning.
 - 4 Provision for the disposal of wastewater is to be done as per the approved plans keeping an eye on health.
 - 5 Applicant is required to make construction maintaining distance from the middle point of the road applicable to types of road under the Ribbon

- 6 Required permission of the District Magistrate is to be obtained for the Nonagriculture permission for floor mill, cinema / touring cinema/ theatre, and further action to be undertaken.
- 7 Required permission of the District Magistrate is to be obtained for the Nonagriculture permission for the installation of Petrol, Diesel, Kerosene, C.N.G., L.P.G. pumps and further action to be undertaken.
- 8 Required permission of the District Magistrate is to be obtained for the Nonagriculture permission for Manganese, fireworks, explosives under the Indian Explosive Act, and further action to be undertaken.
- 9 If the land in question is near the Railway line, then construction is to be made after living the space as per the railway limit rules.
- 10 If the electricity grid wires / high tension power or poles are situated on the land in question or passing nearby to it, at that time, applicable rules for this area to be followed, and construction is to be made accordingly.
- 11 If the land for which non-agriculture permission is sought is situated within the radius around the Aerodrome, at that time height of construction and no objection certificate in respect of Aerodrome is to be obtained from the Civil Aviation Department and rules of the Civil Aviation Department are to be followed.
- 12 Applicant is required to follow respective rules in case land is situated near the O.N.G.C. Well.
- 13 Applicant is required to follow the rules for maintaining the distance between the construction if the land is situated near Narmada canal/other irrigation canals.
- 14 Wherever necessary, the applicant is required to follow prevailing provisions of maintaining distance as per rules if the area of the protected monument is declared by the Central Government or the State Government.
- 10 If there is any charge of any bank/society is due on this land than before paying this, in no way this property can be sold, given as a gift, make its will, agreement to sale, mortgaged and cannot directly or indirectly transfer its ownership or possession/use to anyone.
- 11 Conditions prescribed by the Municipality/ Municipal Corporation/ Town Area Development Authority for the permission in the land in question that conditions are to be followed and construction should be done accordingly.

- 12 Invariably, on this land arrangement for percolation bore well is to be made at the rate of one per building or multi-story building for the underground flow/storage of the rainwater, and construction is to be done after making arrangements for the disposal of rainy water.
- 13 If the construction made on the land in question is not according to the rules of the local self Government institutions, than local self Government institution can take action as per the rules. There will not be any ban on account of this order.

The applicant is required to follow the above conditions. If fails, breach of condition will be treated, and the competent authority will initiate legal action.

- 14 On breach of any of the above conditions, punishment steps will be taken under Section 657 of the Land Revenue Act. And if punishable under any other, then without any ban on this, will impose a penalty or recover cess, as they deem fit and allow continuing the possession with the applicant.
- 15 Whatever provided in above conditions, construction made against the said order of the Collector or any additional building or construction is not removed, or changes are not made as per the instruction within the fixed time limit, then whatever expenses incurred for doing so, is authorised to recover from the possessor as land revenue dues.
- 16 On the expiry of the said time limit fixed for the temporary non-agriculture approval, and its non-agriculture use cannot be continued without the prior permission of the competent authority, else, will become eligible for the appropriate action under the Land Revenue Act and Rules inclusive of the breach of condition.
- 17 1 Required to deposit difference amount in respect of measurement fee in the District Inspector, Land Record office. So that measurement can be made on the basis of this order and to prepare/arrange to prepare the correction statement on the basis of the plan approved.

2 Non-agriculture permission is granted for the purpose according to land situated in which zone.

Moreover, subject to the above conditions and on the basis of details of the affidavit submitted by the applicant, permission was granted for non-agriculture use of the land in question.

Sd/-(Amrutesh K. Aurangbadkar) Collector, Surendranagar.

To,

BALBHADRASINH ANANDJI RANA e-114, Sainath Park, Vasna Road, near Raneswar temple, Vasna, Vadodara, VADODARA – 390007.

Copy sent to

- 1 The Town Planner, Surendranagar Town Planning Office
- 2 The Mamlatdar, Ta. Limbdi, Di. Surendranagar (for the implementation of the order as per the Record of Rights of village records)
- 3 The District Inspector, Land Record, Di. Surendranagar
- 4 The Talati, Jakhan, Tal. Limbi, Dist. Surendranagar.
- 5 The Deputy Mamlatdar, e-Dhara, Mamalatdar office, Limbdi.
- 6 Select file, land 2 branch, Collector Office, Surendranagar.

This order is in noted in e-Dhara Centre vide Note number 1700 in Moje – Jakhan, Ta. Limbdi, Di. Surendranagar.



Appendix C – Stakeholder Consultations

Stakeholder Group	Village/ Depart Designation	:ment/	Name	Methodology	Findings
Project Proponent	Representatives	s from	Mr. Divya Raj	Face to Face	 The landowners of the proposed 80 MW solar power plant belong to Jakhan and Kataria village. The proposed project land is agriculture unirrigated land which will be leased
	Jenwa	5 110111	Singh	interaction	lease for by titleholders/landowners voluntarily for 29 years 11 months. NOC from both Jakhan and Katariya Gram Panchayat has been obtained.
					No physical displacement involved in land leasing for the project.
					Local language used is Khatiwadi
					• Most of the family members of villagers have migrated to Rajkot for getting better livelihood and employment opportunities.
			Bhavesh Bhai		• Due to the rainfall and from the impact of Narmada canal, the soil of the area has become salty, thus making it less productive.
	Ocean Company	Trading			Three solar power plant situated in the close proximity are-
Land Aggregator				Face to Face Interaction	A 150 MW solar project installed by Junipar is operational from the last 2 years.
					• A 35 MW solar project situated 20 km away from the project site is operational and was installed by the Aditya Birla Group.
					• A 70 MW solar project situated 20 km away from the project site is operational and was installed by Avaada 2 years back.
					• For keeping transparency during the process of land leasing, video conference is arranged to make the owners know about the compensation and to obtain their consent.
Land Aggregator	Ocean Company	Trading	Chandrakant Soyala- Partner; Ocean Trading Company	Telephonic interaction	• There is no physical displacement reported during consultations with landowners. The landowner agreed with the project proponent for giving the land on lease as the land was less productive and low yielding and they were not able make significant income from it. The landowners also had perception that, if they give the land on lease for solar project, then their land will become safe from the overhead transmission line project of government. This is because if the solar panels are installed then the government will not pass the transmission line from those area of land and neither the solar company will allow to do so.
					• The landowners used to cultivate corn on the land and that too once in 1.5-2 year because of poor fertility of land.

Stakeholder Group	Village/ Department/ Designation	Name	Methodology	Findings
				• Generally, the Village head men of the village approach the land acquisition company for installation of solar project on the unused/ barren land of farmers.
				• Also, the Rajput community of the village don't sell their land, and since the land was also barren thus, they themselves agreed to give the land on lease because by this way it will be of some use and provide additional income to them.
				• The landowners also own fertile land apart from the barren land which they are now willing to give on lease.
				 As conveyed by the land team and based on our discussion we came on conclusion that the landowners are not doing any major/ high yield producing cultivation on the land which they are giving on lease and also, they are giving their land on lease with their full consent
				Toilet facility - None
			Group interaction	Treated drinking water - not available
				Electricity connection - not available
		Lalita Ben Dulera Usha Ben Chaya Ben		108 emergency service – available
Asha Worker	Kataria			 Currently the ASHA workers are giving treatment and medicines to the villagers from their own house and sometimes use the GP office for organizing small health camps because there is no separate health center available in village.
				• During the discussion, ASHA workers highlighted that healthcare facility in the village is not adequate and need improvisation. General medicines are most of the times remains available with ASHA workers but their availability sometimes becomes an issue when requirement suddenly surges.
				Total 100 children are enrolled in anganwadi.
				There are 2 rooms in anganwadi Kendra.
Anganwadi	K - t - ri-	Pramila Ben	Group	• 2 Toilets are present, one each for boys and girls.
Worker	Kataria	Prabha ben	interaction	Source of drinking water is not available in anganwadi kendra
		Kanta Ben		Electricity connection is not available in anganwadi
				Basic facilities are lacking in anganwadi centre.
				• 1 room, 1 Kitchen and 1 toilet facility is available in anganwadi.
Anganwadi	Jakhan	Nirmala Ben- jantabhai	Face to Face interaction	• Currently, 40 children are enrolled in the anganwadi centre.
		Jantavilai		Treated drinking water facility is available in anganwadi centre.

Stakeholder Group	Village/ Department/ Designation	Name	Methodol	logy	Findings
					Mats are used for sitting purpose.
					 Dani Dharya Rekha is a helper who works in anganwadi and prepare food for children and staff.
					• There is lack of desk and benches in the anganwadi kendra. During the discussion, the anganwadi workers has highlighted that there is need of at least 30 sets of desk and benches
					 Also, the teaching resource are limited and there is need for additional tools such as small toys, learning-by-doing study materials and display icon of alphabets and Hindi numeric etc in Kendra.
					Working as Asha worker in the village since last 12 years.
		Ratan Ben Mbora	Face to interaction	Face	• The Primary health centre (PHC) is located in Choraniya village, and 10-12 villages are there under this PHC
Asha Worker	Jakhan				 Children of age 0-5 years are enrolled under this PHC for whom childcare service such as vaccinations, medical treatment are given.
					On every second Wednesday of the month, Mamta Diwas is celebrated.
					 Awareness regarding the diet of children, diet pan has also been given by the Asha workers
					108 emergency service is also available.
					• The school has classes from 1-10 in which total 311 students are enrolled. Out of 311 students, 154 are boys and 157 girls.
			Face to interaction	face	 The school has 11 rooms in total which includes classrooms, staff rooms, principal room etc. The school also has 1 separate toilet facility for each boys and girls.
Principal- High school	Kataria	Nilesh Bhai			 RO water facility for drinking is also available in the school. Electricity is available mostly all the time (20 hours approx.) in school. Since almost all the students lives in the same village within 2KM radius from school; transport facility is not required.
					 School has a playground covered with boundary walls and sports equipment were also available.
					Computer lab is functional with 10 desktops computers.
					• The repair and maintenance for all the amenities like computers, RO purifiers, desk, benches etc are done periodically or on need basic by the principal by utilizing the fund from the grants.

Stakeholder Group	Village/ Department/ Designation	Name	Methodology	Findings
				• Smart classes are also available in school in which subjects are taught to students in Gujrati language
				• There is need for more smart class in school in other language like Hindi, English.
				• Cycles were also been distributed to the girls student of class 9 and 10 under the government schemes based on the family income criteria.
				No complaint of harassment or torture registered in school till date.
				• Total of 73 students are enrolled in school out of which 38 are boys and 35 are girls.
Principal- Middle		Varshuben Vinodchandra Pandit	Face to Face	• The school has 6 rooms, 2 toilets (separate for boys and girls), RO water facility provided by government, electricity connection, Library, sports equipment for Cricket, volleyball etc. First aid kit is also available
school	Jakhan		interaction	• Tables and benches are also available in school but are not sufficient. Some students sit on the floor because of non-adequate nos. of benches.
				• There is need for repair and maintenance of classroom in the schools. Re- painting of some areas, walls, repair of existing benches and requirement of additional benches.
	Kataria/ 644	Vikram Bhai		• He is having total 11 acre of land from which he is willing to give 5 acres on lease.
			Telephonic	• There is no major cultivation done on the land which he is giving on lease.
Landowners				• The other 6-acre land which he is having is cultivable and from that he earns 2-3 lakhs in a year. Apart from this he is a serviceman in a construction company.
				• Vikram is a Hindu in religion and belongs to OBC category and is having 4 members in family.
				• He will get 33,500/ year/acre on the land which he is giving on lease.
				• Hiren is a Hindu in religion and belongs to OBC category.
Landaumana	Kataria/ 663	Hiren Bhai	Face to Face interaction	 He has given 7 acres of his barren land with his full consent for installation of project. Apart from this land he is also having 15 bigha of land which is cultivable and on which he does agriculture related works.
Landowners				• He sometimes used to cultivate Jawar on the land which he is giving on lease, but that too only once in a year but from that he was hardly able to earn anything.
				• He is doing job of Diamond casting from which he is able to earn 400/day.

Stakeholder Group	Village/ Department/ Designation	Name	Methodology	Findings
				• On the land which he is giving on lease, on that he will get Rs33500/year/acre for 30 years. The contract is for 30 years
				Market rate of the land in the local area is 4lakhs/acre.
				Raju bhai belongs to Hindu religion from OBC category.
				• He has given 12 acres of his barren land with his full consent for installation of project. Apart from this land he is also having 6 acres (total 18 acre) of land which is cultivable and on which he does Agriculture related works.
Landowners	Kataria	Raju Bhai	Face to Face	• He sometimes used to cultivate cotton on the land which he is giving on lease, but that too only once in a year but from that he was hardly able to earn anything.
	Natana	Naju Dhai	interaction	He is doing job of construction work in Sanad.
				• On the land which he is giving on lease, on that he will get Rs33500/year/acre for 29years 11 months. The contract is for 30 years
				Market rate of the land in the local area is 4.5-5 lakhs/acre
				He is having 4 members in family including him, wife and 2 sons.
				He also has voter id card, other government related documents
				• He is a Hindu and belongs to OBC community.
				• Sanjay bhai earlier purchased a 17-acre land which he is now giving on lease for solar project. He will get Rs 33500/year/acre as lease rent and the contract is for 30 years.
Landowners	Kataria/ 795	Sanjay Bhai	Telephonic	 He is also having 30 acres on land in Fhulwariya. He is involved in livestock work, from which he earns for his living Sanjay bhai is having 4 members in his family among which he is the only earning member. From livestock, he manages to earn around 60000 in a year and from the agricultural land in Fhulwariya he earns around 1-2 lakhs in a year depending on the yield and productivity
Landowners	Kataria	Jayesh Bhai Bhagwan bhai	Face to Face	 Jayesh bhai owns 8 acres of land out of which he is going to lease 3.6 acre. Jayesh bhai was earning 40000/ annum from the affected land. He was willing to lease the land because the land was less productive and
				was requiring more effort and high cost of cultivation. By giving the less productive land on lease, he can get 1-1.5 lakhs per annum.
Landowners	Kataria/ 794	Girdhar bhai Lakshman Bhai	Face to Face interaction	• Gridhar Bahi owns 6.4 acre of land out of which he is willing to lease 3.2 acre.

Stakeholder Group	Village/ Department/ Designation	Name	Methodology	Findings
				• The earning which he was having from producing crops on the land was very less and sometimes he is also unable to make any profit. Thus, he is giving the land on lease because he will make profit without working on those acres of land.
Landowners	Jakhan	Jitendra Bhai	Face to Face interaction	 Jitendra bhai owns 55 acres of and out of which he is willing to lease 30 acres of land. He approximately earns around 1 lakh per annum from labour and Agri works
				 and is willing to lease his land voluntarily. Khoman Chand owns 11 acres of land out of which he is willing to lease 5 acres on lease for solar power project.
Landowners	Kataria	Khoman Chand	Face to Face interaction	• The earning which he was having from producing crops of the land was very less and sometimes he is also unable to make any profit. Thus, he is giving the land on lease because he will get profit without working on those acres of land.
				• Jaswat bhai owns 14.4 acre of land out of which he is willing to lease 7.2 acre on lease.
Landowners	Kataria	Jaswat Bhai	Face to Face interaction	• The earning which he was having from producing crops of the land was very less and sometimes he is also unable to make any profit. Thus, he is giving the land on lease because he will get profit without working on those area of land.
				Praveen Ben owns 7 acres of land out of which he is willing to lease 3 acres on land
Landowners	Kataria	Praveena Ben	Face to Face interaction	• The earning which he was having from producing crops of the land was very less and sometimes he is also unable to make any profit. Thus, he is giving the land on lease because he will get profit without working on those acre of land
				Ramesh Bhai owns 8 acres of land out of which he is willing to lease 4 acres on lease
Landowners	Kataria	Ramesh Bhai	Face to Face interaction	 According to Ramesh bhai, the output is negligible compared to the input thus making profit amount negligible. That's why he is willing to give land on lease, because by this way he will make earning without providing any efforts and cost
Landowners	Kataria	Jairam Bhai Kabji bhai	Face to Face interaction	• Jairam bhai owns 7 acres of land out of which he is willing to lease 3 acres of land

Stakeholder Group	Village/ Department/ Designation	Name	Methodology	,	Findings
				•	Jairam bhai during the discussion mentioned that there is very less income in farming. He has to provide more input and effort and in return he manages to get very less profit.
				•	He said that by giving some part of land on lease, he will get the money without doing any work and without putting any extra efforts , thus it will also save his time which he can utilize on other works.
		Mayur Dhwaz	Face to Fac	•	Mayur Dhwaz singh owns 20 acres of land out of which he is willing to lease 7 acres of land.
Landowners	Jakhan/ 258 singh Kanchan interaction singh Zala		•	He is willing to give his land on lease because those land are less productive and less fertile, thus by giving it on lease he will earn more as compared to his previous earnings from farming on the affected land.	
	Jakhan/ 258-1	Shakti singh	- , -	•	Shakti SIngh owns 60 acres of land out of which he is willing to lease 20 acres of land
Landowners		Mayur singh Rana	Face to Fac interaction	•	He is willing to give his land on lease because those land are less productive and less fertile, thus by giving it on lease he will earn more as compared to his previous earnings from farming on the affected land.
	Jakhan/ 347	Digpal singh		•	Digpal singh owns 40 acres of land out of which he is willing to lease 7.2 acre of land
Landowners		Hardeep singh Zala	Face to Fac interaction	•	He is willing to give his land on lease because those land are less productive and less fertile, thus by giving it on lease he will earn more as compared to his previous earnings from farming on the affected land
		Kalubhai bhikabhai		•	They have 74 acres of land in total which is taken care by Mukesh bhai out of which they are leasing 24 acres of land in total for solar project.
	Kataria/770	Premjibhai Bhikabhai		•	On the remaining land, Jawar, cotton cultivation is mainly practiced.
Landowners	769 774 779	Dhirubhai bhikabhai	Face to Fac interaction	e •	They are leasing the land because they were hardly able to make profit from those 24-acre land. Those land were less productive
	767	Mahipatbhai bhikabhai	Interaction	•	Also, they were dependent on the rain for irrigation, thus it becomes difficult to them to produce sufficient crop if total rainfall remains below average.
		Kalubhai Bhikabhai		•	According to the statement given by Mukesh bhai, by leasing the land on lease they will be able to make profit without doing any work
Landowners	Jakhan/ 240	Dilip singh Gajendra Singh	Face to Fac interaction	•	Dilip singh, Vrajkuvarba, Divra Raj has total of 80 acres of land out of which Dilip is giving 10 acres on lease

Stakeholder Group	Village/ Department/ Designation	Name	Methodolo	ogy	Findings
					 Since Rain-fed agriculture is practiced in area, so for irrigation they are only dependent on rainwater as there is no other source of water present for irrigation. They have to do more hard work and put extra efforts and in return they were getting very less profit.
					• By giving some land on lease they will get the amount without putting any efforts.
					• Also, they think that by giving the land for solar project, they will prevent the overhead transmission lines to be passed from their land
Landowners		Vrajkuvarba	Face to I	Face	• Since Rain-fed agriculture is practiced in area, so for irrigation they are only dependent on rainwater as there is no other source of water present for irrigation. They have to do more hard work and put extra efforts and in return they were getting very less profit.
Landowners	Jakhan/ 264	Dilubha Rana	interaction		• By giving some land on lease they will get the amount without putting any efforts.
					• Also, they think that by giving the land for solar project, they will prevent the overhead transmission lines to be passed from their land
	l-11 (540	Divya raj singh	Face to I	Face	• Since Rain-fed agriculture is practiced in area, so for irrigation they are only dependent on rainwater as there is no other source of water present for irrigation. They have to do more hard work and put extra efforts and in return they were getting very less profit.
	Jakhan/ 542	chandra singh Zala	interaction	I	 By giving some land on lease they will get the amount without putting any efforts
					• Also, they think that by giving the land for solar project, they will prevent the overhead transmission lines to be passed from their land
					• He owns 20 acres of land out of which he is leasing 7 acres of his less productive and.
Landowners	Kataria/ 247	Dikpal singh Zala	Face to I interaction	Face	• His one brother works in service. Apart from the land which he is leasing, he does the farming from which he has turnover of 4lakhs/ year.
		Luiu	meracuon		• He is giving 7 acres on lease because from that he will make around 2.5 lakhs in year without putting any effort. This will also save his time and cost of production/ cultivation
Landowners		Kirti singh	Face to I	Face	• He owns 32-acre land out of which he is willing to lease 9 acres.
	Jakhan/ 255	natuba Zala	interaction		• He has himself approached to the team for leasing his land because by this way he will be able to get money without labour work and will also save time.

Stakeholder Group	Village/ Department/ Designation	Name	Methodology	Findings
				• From the total land he makes around 5 lakhs in a year which is very less for 32-acre land. Thus, by giving on lease he will get around 3 lakhs/ year for 9 acres of land
1		Hariiwan bhai	Face to Face	• He has 45 acres of land out of which he is willing to give 7 acres on lease
Landowners	Kataria/ 793	Lakshman bhai	interaction	• By leasing the land, he will make around 2.5 lakhs in year without putting any effort. This will also save his time and cost of production/ cultivation.
				• He has total of 5.6 acre of land, and he is giving his total land on lease.
Landowners	Kataria	Kathiya Pratap	Face to Face	• Some of his earning members of family works in other town and he do the labour work from which he earns 200-300/ day.
	ιταταπα	singh	interaction	• He was not able to make any profit from agriculture and as said by him, by giving the land on lease for solar project, he will get regular source of earning which will be much more as compared to agriculture

The main source of income in both the villages were farming and wages earn working as agriculture labour.

The land in both the villages were less productive and less fertile.

Cost of cultivation in the village were high.

Almost all the villagers were giving the land voluntarily on lease.

There is requirement of alternate source of employment as the earning of most of the people are low and the employment opportunity is only limited to farming and labour from which they don't able to earn significant amount.

There is also needed to improve the irrigation facility in villages so that they should not only remain dependent on rainwater for farming.

Appendix D: List of landowners and land details

					Area in	
SI.No	District	Tehsil	Village	Khasra No.	Acre	Owner Name
1	Surendranagar	Limbdi	Jakhan	243	4.445762293	Jyotsanaba Kishorsinh Zala
						Krushndevsinh Kishorsinh Zala
2	Surendranagar	Limbdi	Jakhan	244	3.676303435	Mayurdhwajsinh Ghanshyamsinh Rana
						Rajaniba Hardevsinh Rana
						Digpalsinh Hardevsinh Rana
3	Surendranagar	Limbdi	Jakhan	245	3.638991846	Mayurdhwajsinh Ghanshyamsinh Rana
						Rajaniba Hardevsinh Rana
						Digpalsinh Hardevsinh Rana
4	Surendranagar	Limbdi	Jakhan	246	6.255744996	Rana Janakba Dilipsinh
5	Surendranagar	Limbdi	Jakhan	248	4.371386212	Zala Dipendrasinh Ajitsinh Zala Bhavnaba
6	Surendranagar	Limbdi	Jakhan	249	4.3649617	Bhagirathsinh
7	Surendranagar	Limbdi	Jakhan	250	4.36570299	Jyotiba Ashoksinh Zala
						Bharvad Narendrakumar
8	Surendranagar	Limbdi	Jakhan	251	7.105016061	Ghudabhai
9	Surendranagar	Limbdi	Jakhan	252	8.958487769	Kusumba Vikramsinh Zala Rana
						Mitaba Vikramsinh Zala Rana
						Rashmitaba Vikramsinh Zala Rana
						Dharmadipsinh Vikramsinh Zala Rana
						Pritiba Vikramsinh Zala Rana
10	Surendranagar	Limbdi	Jakhan	254	8.869532987	Premkuvarba Jitubha Zala
						Devendrasinh Jitubha Zala
						Aniruddhsinh Jitubha Zala
11	Surendranagar	Limbdi	Jakhan	255	8.959723252	Kirtisinh Natubha Rana
12	Surendranagar	Limbdi	Jakhan	256	2.672596985	Balbhadrasinh Anandsinh Rana
13	Surendranagar	Limbdi	Jakhan	257	3.114158636	Janaksinh Anandsinh Rana
14	Surendranagar	Limbdi	Jakhan	258	4.799851742	Mayurdhwajsinh Ghanshyamsinh Rana
15	Surendranagar	Limbdi	Jakhan	258-P1	4.449715839	Zala Shaktisinh Mayurdhwaysinh Mahendrasinh
16	Surendranagar	Limbdi	Jakhan	259	2.053619965	Manendrasinn Takhubha Rana Mahendrasinh
17	Surendranagar	Limbdi	Jakhan	260	2.061032864	Takhubha Rana Vrajkuvarba Dilubha
18	Surendranagar	Limbdi	Jakhan	264	9.18902891	Rana, title correction in process

					Area in	
SI.No	District	Tehsil	Village	Khasra No.	Acre	Owner Name
					00.05404040	

					Area in	
S.No.	District	Tehsil	Village	Khasra No.	Acre	Owner Name
1	Surendranagar	Limbdi	Katariya	639-P1	4.903138127	Jagjivanbhai Bhikhabhai Koli
						Rameshbhai
						Jagdishbhai Parnaliya Mukeshbhai
						Jagdishbhai Parnaluya
						Bharvad Shankarbhai
2	Surendranagar	Limbdi	Katariya	641	10.14405733	Kamabhai
						Masharubhai Kamabhai
						Bharvad Shelabhai Kamabhai
						Bharvad
						Barad Pravinaben
3	Surendranagar	Limbdi	Katariya	642	4.120088955	Ranjitsinh
	- ·					Rana Mahendraba
4	Surendranagar	Limbdi	Katariya	643	9.948109711	Indrasinh
						Rana Amardipsinh Indrasinh
						Rana Hardipsinh
						Indrasinh
						Vikrambhai Kanjibhai
5	Surendranagar	Limbdi	Katariya	644	4.904867803	Koli Patel
0				0.45	0.000404400	Balkrushna
6	Surendranagar	Limbdi	Katariya	645	3.000494193	Ambarambhai Parmar Gatorbhai Becharbhai
7	Surendranagar	Limbdi	Katariya	651	4.99851742	Koli
	<u> </u>					Naranbhai Nanjibhai
8	Surendranagar	Limbdi	Katariya	652	4.526562886	Koli
0				050	4.0.47000404	Vitthalbhai Kanjibhai
9	Surendranagar	Limbdi	Katariya	653	4.647393131	Koli Ko.Pa. Dhanjibhai
10	Surendranagar	Limbdi	Katariya	654	3.776377564	Ravjibhai
10	Guronaranagar	Linibal	rtatariya	001	0.110011001	Ko.Pa. Jerambhai
11	Surendranagar	Limbdi	Katariya	655	3.750432419	Ravjibhai
10					/	Vasantben
12	Surendranagar	Limbdi	Katariya	656	5.216950828	Karshanbhai Kolipatel Krishnaben Hemubhai
13	Surendranagar	Limbdi	Katariya	657	5.105263158	Kiishnaben Heinubhai Kathiya
10	Guronaranagar	Eimbar	Ratariya	007	0.100200100	Jasuben Hemubhai
						Kathiya
						Gambhirsang Hmubhai Kathiya
						Pratapsang Hemubhai Kathiya
						Karansinh
						Ghanshyambhai
						Kathiya
						Jyotsanaben Ghanshyambhai
						Kathiya
						Varashaben
						Ghanshyambhai
						Kathiya

93.35161848

					Area in	
SI.No	District	Tehsil	Village	Khasra No.	Acre	Owner Name
14	Surendranagar	Limbdi	Katariya	658	7.795156906	Bhimubhai Dansangbhai Barad
	ouronaranagar	Linda	Halanya	000	1.100100000	Hathisangbhai
						Bhikhubhai Barad Pratapsingbhai
						Bhimubhai Barad Ranjitsinh Bhimubhai
						Barad
						Gitaba Bhimubhai Barad
45	Curren dreme gen	Linahali	Katariya	660	0.004040040	Karshanbhai
15	Surendranagar	Limbdi	Katariya	660	8.084012849	Dharamshibhai Koli Monghiben Bhikhabhai
16	Surendranagar	Limbdi	Katariya	661	7.613293798	chauhan Ghanshyambhai
						Bhikhabhai Chauhan
17	Surendranagar	Limbdi	Katariya	662	6.901655547	Khumansang Narsangbhai Barad
10		Linahali		662 D4	4	Ajaybhai Jasrajbhai
18	Surendranagar	Limbdi	Katariya	663-P1	4	Patel Hirenbhai Jasrajbhai
19	Surendranagar	Limbdi	Katariya	663-P2	3.833951075	Patel Dineshbhai Bhavanbhai
20	Surendranagar	Limbdi	Katariya	664	4.304423029	Gohil
21	Surendranagar	Limbdi	Katariya	665	4.336051396	Monghiben Nagjibhai Gohil
	<u> </u>		, , , , , , , , , , , , , , , , , , ,			Hansaben Nagjibhai Gohil
						Galabhai Nagjibhai
						Gohil Amrutbhai Nagjibhai
						Gohil
						Vinuben Nagjibhai Gohil
						Vikrambhai Nagjibhai Gohil
						Babuben Nagjibhai
						Gohil Bharatbhai Labhubhai
22	Surendranagar	Limbdi	Katariya	666-P1	2.293056585	Meniya Rameshbhai Labhubhai
23	Surendranagar	Limbdi	Katariya	666-P2	2.293056585	Meniya
24	Surendranagar	Limbdi	Katariya	666-P3	2.293056585	Gambhubhai Labhubhai Meniya
	Ŭ					Matarbhai Labhubhai
25	Surendranagar	Limbdi	Katariya	666-P4	2.293303682	Meniya Prmjibhai Bhikhabhai
26	Surendranagar	Limbdi	Katariya	747	5.827526563	Koli Chhayaben Premjibhai
						Parnaliya
						Uttambhai Premjibhai Parnaliya
						Nileshbhai Premjibhai Parnaliya
						Rana Punaba
27	Surendranagar	Limbdi	Katariya	765	5.14306894	Pravinsinh Rana Pravinsinh
28	Surendranagar	Limbdi	Katariya	766	5.156412157	Ratubha
29	Surendranagar	Limbdi	Katariya	767	5.702742772	Kalubhai Bhikhabhai Koli

DistrictUnageNo.AcreOutlier VallieImageIm						Area in	
Image: second	SI.No	District	Tehsil	Village	Khasra No.	Acre	Owner Name
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Image: second							Parnaliya
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Image: second							
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	42	Surenuranagar		ralanya	192	0.020/00/00	
	43	Surendranagar	Limbdi	Katariya	793	2.548307388	

					Area in		
SI.No	District	Tehsil Village Khasra No. Acre		Acre	Owner Name		
44	Surendranagar	Limbdi	Katariva	794	3.740795651	Girdharbhai Lakhmanbhai Koli	
	Surenurariagai	LIIIIDUI	Natariya	7.94	3.740793031	Maljibhai Hamirbhai Ko	
45	Surendranagar	Limbdi	Katariya	795	17.11218186	pa	
						Kanuben Maljibhai Parnaliya	
			332.0937608				

List of Land Owners consulted during site visit

S.No	Survey No	Name	Total Land in possession with Landowner (in Acre)	Extent of land leased for Solar Project	Extent of Land holding post Leasing
1		Khoman Chand	11	5	6
2		Jaswat Bhai	14.4	7.2	7.2
3		Praveena Ben	7	3	4
4		Ramesh Bhai	8	4	4
5		Jairam Bhai Kabji bhai	7	3	4
6	258	Mayur Dhwaz singh Kanchan singh Zala	20	7	13
7	258/1	Shakti singh Mayur singh Rana	60	20	40
8	347	Digpal singh Hardeep singh Zala	40	7.2	32.8
9	770	Mukesh Bhai			
10	769	Mukesh Bhai			
11	774	Mukesh Bhai	74	24	50
12	779	Mukesh Bhai			
13	767	Mukesh Bhai			
14	240	Dilip singh Gajendra Singh			
15	264	Vrajkuvarba Dilubha Rana	80	29.8	50.2
16	542	Divya raj singh chandra singh Zala			
17	247	Dikpal singh zala	20	7	13
18	255	Kirti singh natuba zala	32	9	23
19	793	Harjiwan Bhai Lakshman bhai	45	7	38
20		Kathiya Pratak Singh	12.6	5.6	7
21	254	Aniruddh singh Jitubhai Zala	18	8.9	9.1

22	Vikram Bhai	11	5	6
23	Raju Bhai	18	12	6
24	Jayesh bhai Bhagwan Bhai	8	3.6	4.4
25	Girdhar bhai Laxman bhai	6.4	3.2	3.2
26	Sanjay Bhai	47	17	30
27	Hiren bhai	6	2.8	3.2
28	Jitendra bhai (small contractor)	55	30	25

Appendix E: NOC from Village Panchayat



પ્રતિ,

મેનેજરશ્રી.

AEW INDIA WEST ONE PRIVATE LIMITED Unit No.411, 4th Floor, Southern park, D-2, Saket, District Centre New Delhi,110017

> વિષયઃ- <u>ના-વાંધા પ્રમાણપત્ર આપવા બાબત.</u> સંદર્ભઃ- આપશ્રીના તા.૧૧/૦૭/૨૦૨૧ વાળો પત્ર.

જયભારત સાથે જણાવવાનું કે ,આપશ્રીની ઉકત વિષય અંગેની અરજી સંદર્ભે ના વાંધા પ્રમાણપત્ર મેળવવા બાબતે આપની અરજીને ધ્યાનમાં રાખીને જણાવવાનું કે, મોજે ગામ:.કટારીયા, તા.લીંબડી, જી.સુરેન્દ્રનગરમાં જમીન માલીકો દ્વારા ૨૯.૬ વર્ષના ભાડા પટટાના કરાર પર આપવામાં આવેલ જમીન પર M/s. AEW INDIA WEST ONE PRIVATE LIMITED દ્વારા સોલાર પાવર પ્લાન્ટ પ્રસ્થાપિત કરવામાં આવે તો ગ્રામ પંચાયતને કાંઇ વાંધા સરખું નથી. જે આથી પ્રમાણિત કરી આ ના-વાંધા પ્રમાણપત્ર આપવામાં આવે છે.

R.w.ut સરપંચશ્રી, કટારીયા ગ્રામ પંચાયત BEISA



પ્રતિ,

મેનેજરશ્રી,

AEW INDIA WEST ONE PRIVATE LIMITED Unit No.411, 4th Floor, Southern park, D-2, Saket, District Centre

New Delhi,110017

વિષય:- <u>ના-વાંધા પ્રમાણપત્ર આપવા બાબત.</u> સંદર્ભ:- આપશ્રીના તા.૧૧૮૦૭૮૨૦૨૧ વાળો પત્ર.

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1. nohuele

સરપંયશ્રી, જાખણ ગ્રામ પંચાયત (મહાવીરસિંહ એમ. ઝાલા)

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