



Review and Assessment & Problem-Solving Report of the Special Project Facilitator

PUBLIC

Project Number: 46526-007
Loan Number: 3562
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Pakistan: Punjab Intermediate Cities Improvement Investment Project

(Complaint One Received: 17 October 2022; Complaint Two Received: 26 June 2023)

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Asian Development Bank

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ABBREVIATIONS

ADB	–	Asian Development Bank
GRM	–	grievance redress mechanism
IVS	–	International Valuation Standards
MOU	–	memorandum of understanding
OSPF	–	Office of the Special Project Facilitator
PAP	–	project-affected person
PICIIP	–	Punjab Intermediate Cities Improvement Investment Project
PMU	–	Project Management Unit
WWTP	–	wastewater treatment plant

NOTE

In this report, "\$" refers to United States dollars.

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I. BACKGROUND

A. The Project

1. The Punjab Intermediate Cities Improvement Investment Project (PICIIP) aims to support urban planning, management, and infrastructure investment for Punjab's intermediate cities of Sahiwal and Sialkot. The project will assist the Government of Punjab to develop intermediate cities with clear vision and with integrated, efficient, and sustainable systems and services. PICIIP will support more effective implementation and management arrangements including stronger municipal management, professionalized service providers, and private sector partnerships.

2. The PICIIP will improve the quality of life of the residents in the intermediate cities of Sahiwal and Sialkot in Punjab Province, making these cities more livable and sustainable. This will be achieved by improving urban infrastructure and services, and the operations and maintenance capacity for urban service delivery.

3. The PICIIP aims to support the cities of Sahiwal and Sialkot with a total project amount of \$250 million, of which the Asian Development Bank (ADB) will finance \$200 million, and the Government of Punjab will provide \$50 million equivalent as counterpart funds. It will have three outputs: (i) improved access to clean water, (ii) improved sanitation operation, and (iii) improved access to urban public spaces and transport services.

4. The PICIIP was approved on 19 September 2017. The safeguard categories are A for involuntary resettlement, B for environment, and C for Indigenous Peoples.

B. The Complaint

5. The Office of the Special Project Facilitator (OSPF) received a complaint about the PICIIP on 17 October 2022 (SPF-2022-16-02-0136).¹ The complainants raised the following issues in connection with the subproject involving the installation of a wastewater treatment plant (WWTP) in Sahiwal: (i) dissatisfaction with the complaint handling and dispute resolution of the grievance redress mechanism (GRM) at the project level; (ii) dissatisfaction with the land acquisition, valuation, and compensation; and (iii) lack of meaningful consultation and participation.

6. The complainants' initial complaint was lodged with the OSPF problem-solving process on 7 January 2021 and was then deemed ineligible by the OSPF for its formal problem-solving process due to lack of good faith efforts to resolve issues at the ADB project team level.²

7. The complainants came back to OSPF in October 2022 as their grievances remained unresolved despite efforts to settle the dispute at the ADB project team level.

C. Determination of Eligibility

8. To determine the eligibility of the complaint and to better understand the issues, the OSPF reviewed relevant project-related documents, held virtual meetings with the concerned

¹ See Appendix 1 and [OSPF Complaint Registry](#).

² The Accountability Mechanism is a last resort mechanism and ADB project teams should have an opportunity to resolve issues with the complainants first. Thus, OSPF forwarded the initial complaint to the Central and West Asia Department project team for problem-solving. OSPF informed the complainants that they could submit a new complaint to the Accountability Mechanism should they not be satisfied with the actions taken to resolve their complaint.

complainants and the ADB project team.³ The ADB project team also confirmed with OSPF that the borrower had expressed its willingness to engage in the OSPF problem-solving process.

9. On 15 November 2022, pursuant to paras. 138, 141–143, and 163 of ADB’s Accountability Mechanism Policy, the Special Project Facilitator determined the complaint to be eligible for the formal problem-solving process.

D. The Second Complaint

10. On 26 June 2023, OSPF received another complaint from two other affected households raising concerns about the process of valuation of affected land and assets. They requested the exclusion of their land from the project or provision of replacement land in the event of unavoidable impacts to their land (SPF-2023-07-04-0146).⁴ This complaint was deemed eligible for the formal problem-solving process on 11 July 2023.

E. Consolidation of the Two Complaints

11. Based on discussions with the first set of complainants and the Project Management Unit (PMU) of PICIIP, it was agreed that the two complaints for this project that have very similar issues would be merged. All subsequent discussions with the two sets of complainants were taken up jointly. Thus, the OSPF merged two complaints (SPF-2022-16-02-0136 and SPF-2023-07-04-0146).

II. REVIEW AND ASSESSMENT

A. Objectives and Methodology

12. The objectives of the review and assessment are to (i) understand the history of the complaint and the issues, (ii) identify the key stakeholders and facilitate an initial dialogue among them, (iii) ascertain the dynamics of the proposed joint problem-solving, and (iv) recommend a course of action and next steps.

13. The review and assessment included the following actions: (i) a review of documents; (ii) face-to-face discussions and virtual meetings with the complainants, staff from the executing agency, the PMU, and the ADB project team; and (iii) site visits to the project area.

B. Identification of Stakeholders

14. **The Complainants.** The complainants are a group of 18 affected households who own about 43 acres of the 196 acres of lands to be acquired for the development of the WWTP in Sahiwal.

- (i) **Representation.** In the complaint form that was submitted, the complainants stated that they were being represented by one individual, Muhammad Imran Sardar, who is also a complainant. During the problem-solving process, some complainants subsequently advised the OSPF that they would prefer to act for themselves without a representative. Sardar remained part of the group of complainants (Appendix 3).

³ The ADB project team was composed of staff from the Pakistan Resident Mission, Central and West Asia Department.

⁴ See Appendix 2 and [OSPF Complaint Registry](#).

- (ii) **Confidentiality.** The complainants did not request that their identities be kept confidential.

15. **The Project Owner and Borrower.** The government agencies involved in making decisions for this ADB-assisted project are the project's executing agency, the Local Government and Community Development Department, the Government of Punjab, and the PMU.

16. **ADB Central and West Asia Department and Pakistan Resident Mission (ADB Project Team).** ADB's Central and West Asia Department and Pakistan Resident Mission are responsible for the administration of the PICIIP. The project officer based in the Pakistan Resident Mission implements and administers the PICIIP.

C. Assessment of Issues

17. The complainants were not satisfied with the process of the project's GRM, nor its outcome. On the other hand, the executing agency explained to OSPF that the project had established a robust GRM and that a total of 23 complaints from affected households engaged with the GRM on issues related to land valuation and compensation.

18. The executing agency further explained that due to the complaints received on land valuation and compensation at the project GRM, an additional valuation study using the International Valuation Standards (IVS) study was conducted.⁵ The study was commissioned by the executing agency, upon the recommendation and in coordination with the ADB project team. It covered both land and non-land assets and examined the replacement costs including the fair market value, transaction costs, and other applicable payments that might be needed to meet the requirements of the project Land Acquisition and Resettlement Plan.

19. After the IVS study, 22 of the 23 complaints related to the land valuation and compensation of the project GRM were successfully resolved and the affected households received their compensation payments. The unresolved complaint was from a group of 18 households who refused to accept the enhanced compensation offer based on the additional IVS study and subsequently reached out to OSPF.

20. The 18 households explained that the compensation amount determined was insufficient to purchase land of similar quality and size in the same locality. In addition, the complainants raised concerns about the efforts by the executing agency relating to the identification of replacement land and explained to OSPF that the land parcel proposed as replacement land was not equivalent to the land acquired under the project.

21. On the other hand, the executing agency and the ADB project team relayed to OSPF how they had both worked very closely with complainants to try to resolve the concerns relating to valuation and compensation. They explained that dispute resolution efforts at the ADB project team level included the following:

- (i) an IVS study to determine the current market value of the land and provide the replacement cost. The IVS determined compensation rates that were higher than those initially determined by the executing agency. The executing agency had made special efforts to obtain clearances from the Government of Punjab to enhance the

⁵ The IVS are standards for undertaking valuation assignments using generally recognized concepts and principles that promote transparency and consistency in valuation practice.

- land compensation in accordance with the rates determined by the IVS and had ensured the payment of higher compensation to all affected households;
- (ii) identification of alternate parcels of comparable land in the vicinity. The executing agency offered to facilitate negotiations between the two parties;
 - (iii) consultation sessions and GRM meetings between PMU consultants and complainants and the representatives; and
 - (iv) deposit of the compensation amount in an escrow account with the district treasury. Information about the availability of funds was relayed to the complainants so they could claim compensation if they choose to do so.

22. Having exhausted all options to address the issues with the executing agency and the ADB project team, the complainants took their complaint back to OSPF.

D. Communication and Consultation

23. In the complaint form and during virtual meetings with the OSPF team, the complainants narrated that throughout the IVS study commissioned by the executing agency, they were never consulted. They explained that they were surprised when the results of the IVS study were announced.

24. The executing agency maintained that information brochures of land acquisition and resettlement plans were prepared and translated into the local language and disclosed to the affected persons. In addition, the executing agency provided information about the consultations carried out during the IVS study, which included several of the complainant households.

25. Based on the discussions among all stakeholders and a review of the issues raised in the complaint, OSPF concluded in January 2023 that the complaint could be resolved through ADB's formal problem-solving process, involving further consultations, joint meetings, and continued dialogue among stakeholders. The parties had a shared interest in resolving the complaint immediately through dialogue and problem-solving.

III. AGREED COURSE OF ACTION

26. The OSPF and the ADB project team recommended revisiting the design of the WWTP and requested that the PMU reassess the land requirements for the WWTP, without compromising operational efficiencies. The complainants informed OSPF that they were amenable to giving up half of their land (and to receiving the corresponding compensation based on the additional IVS study), which would ensure that they would retain the ownership of at least half their lands to enable them to continue their agricultural livelihoods.

27. The executing agency conducted a thorough review of the WWTP design to assess the possibility of reducing the land requirements for the WWTP. Based on the review, the executing agency determined that the WWTP could be redesigned, and that the facility could be developed within 176 acres instead of the original 196 acres. It obtained technical approval to change in design from the Planning and Development Department, Punjab. This redesign would free up approximately 20 acres on the northern side of the 196-acre site, which could be reallocated and returned to the complainants.

28. To take forward the discussions and to obtain the consent of all parties on the proposed changes to the land acquisition, OSPF facilitated a joint meeting in Lahore, Pakistan with the complainants and the executing agency on 3 July 2023. After lengthy negotiations, the parties signed the memorandum of understanding (MOU) in Appendix 4. The key points are set out in Box 1.

Box 1: Memorandum of Understanding Summary Dated 3 July 2023

1. Land Adjustment:

- The design of the project will be revised by the Project Management Unit (PMU), resulting in the release of 20.22 acres of previously acquired land at the north end of the project site. This land will be de-notified by the Government of Punjab and returned to the Project-Affected Persons (PAPs), who will divide it among themselves through mutual agreement. The remaining 22.93 acres will be retained by the PMU for the Project.

2. Representation:

- On 25 March 2023, a Special Power of Attorney was executed by the PAPs, appointing the complainant as their lawful attorney to negotiate on their behalf with the PMU, relevant Land Revenue Authorities, and other concerned government departments, and liaise with the Asian Development Bank's Pakistan Resident Mission and the Office of the Special Project Facilitator.

3. Land Division Agreement:

- The PAPs have agreed on the division of the freed land as outlined in Schedule C of the Memorandum of Understanding.

Additional Terms and Conditions:

1. The PMU will undertake and complete the process of de-notification of the 20.22 acres of land and return it to the PAPs.
2. The PAPs have agreed to
 - accept the compensation rate for the lands and non-land assets as per the approved Land Acquisition and Resettlement Plan by the PMU;
 - withdraw all legal actions, including Lahore High Court Writ Petition No. 7668/22 and any other related cases or complaints, prior to the de-notification of the freed lands;
 - merge Complaint/Case No. SPF-2023-07-04-0146 with Complaint/Case No. SPF-2022-16-02-0136;
 - refrain from initiating any new complaints, applications, or legal actions related to the Project or subject lands;
 - not interfere with the execution of the Project and the subject lands during the land de-notification process and project completion; and
 - accept the provision of a 12-foot-wide unpaved road through the Buffer Zone at the north end as a public pathway, without filing any related complaints or cases.

29. The executing agency initiated the de-notification process for the 20.22 acres of land and submitted the application for approval of the State Board of Revenue, Punjab. Upon review of the application, the State Board of Revenue advised the executing agency that Rule 14 of the Land Acquisition Rules, 1893 does not permit implementation of the denotification agreed upon under the 3 July 2023 MOU. The pertinent portion of the Rules state

- i. Where any land has been acquired by any Department of the Government or a local authority for public purpose and it is proposed to abandon the same, it shall be handed over to the Collector who shall be responsible for the disposal of the same in accordance with the order of Government.*
- ii. The disposal of land under sub-rule (1) shall be made by the Government in its discretion, and its possession restored to the people from whom it was acquired or to their heirs as under:*

- a. *Free of cost to the original owners or their heirs, if compensation for the acquisition of land has not been paid.*
- b. *On refunding the amount paid as compensation of less than 15 percent granted for compulsory acquisition, if the original landowners or their heirs have already received cash compensation in respect of their land. The price may be lowered, if necessary, on account of deterioration, or enhanced in the rare case of land having been improved by the use to which Government has put it.*

30. The executing agency was further advised by the State Board of Revenue that, because of the denotification process, the original owners of the de-notified land (not all original owners are complainants in this complaint) needed to be given the first opportunity to buy back their land. Consequently, to restrict the denotification process to land solely owned by the complainants, the total land area slated for denotification had to be reduced from 20.22 acres to 15.275 acres. This reduction would be legally complex and could result in an uneven redistribution of land to the original owners. Given that the extent of land to be de-notified and returned to each household had already been agreed upon in the MOU signed on 3 July 2023, the complainants initially refused to accept any modifications that would decrease the amount of land to be de-notified.

31. OSPF emphasized the need for the complainants to reach an agreement among themselves to allow the continuation of the OSPF problem-solving process. OSPF highlighted that, without consensus on the land redistribution among the complainant households, OSPF would be compelled to close the complaint as the executing agency would no longer be willing to engage in the problem-solving process. To help the complainants, OSPF proposed to facilitate a joint meeting among the complainant households to negotiate an equitable arrangement for land distribution. Should an agreement be reached, OSPF committed to arranging an additional joint meeting with the executing agency to discuss and finalize a revised MOU.

32. On 20 January 2024, in a joint meeting facilitated by the OSPF team in Lahore, Pakistan, the complainants and the project team signed an MOU (Appendix 5), superseding the MOU dated 3 July 2023. The key points of the 20 January 2024 MOU are summarized in Box 2 on the next page.

33. As outlined in the summary of the MOU in Box 2, the complainants executed agreements among themselves to facilitate the transfer of land from one group to another. The transfer of land from one group to another was agreed upon and needed to take place after the denotification of the 15.275 acres (Appendix 6).

34. The denotification of the 15.275 acres of land was also contingent upon the receipt of compensation vouchers by the complainants. Accordingly, on 6 and 7 May 2024, a meeting was convened in Sahiwal to address and resolve any outstanding issues faced by the complainants. This meeting, facilitated and attended by OSPF's national facilitator, resulted in 17 out of 18 households submitting their applications for compensation vouchers and receiving their payments. One household was unable to submit its application due to the need to transfer land records to the legal heirs of a complainant who passed away in May 2024. Upon completion of the documentation requirements, the remaining household received the compensation voucher in early September 2024, after which the executing agency commenced the de-notification process.

35. OSPF is monitoring the implementation of the MOU by all the stakeholders.

Box 2: Memorandum of Understanding Summary Dated 20 January 2024

Parties Involved: Fifteen (15) project-affected persons (PAP) whose names are listed in Schedule A.

Background:

- The Project Management Unit (PMU) acquired 43.15 acres of land owned or possessed by the PAPs for constructing a wastewater treatment plant in Sahiwal under the Punjab Intermediate Cities Improvement Investment Program, funded by the Asian Development Bank with counterpart funding from the Government of Pakistan.
- The PAPs filed complaints to the Office of the Special Project Facilitator of the Asian Development Bank and also submitted a case to the Lahore High Court (Writ Petition No. 7668/22) regarding the land acquisition.
- The Office of the Special Project Facilitator merged the two complaints it received (Case No. SPF-2023-07-04-0146 and Case No. SPF-2022-16-02-0136) with the PAPs' consent.
- An understanding was reached to revise the project design, freeing 15.275 acres of land at the north end of the project site. This land will be de-notified by the Government of Punjab and returned to the PAPs, who will divide it among themselves as per mutual agreement. The remaining 27.875 acres will be retained by the PMU for the project.
- A previous MOU dated 3 July 2023 is superseded by this MOU.

Agreement Terms:

1. **Project Management Unit's Commitment:**
 - The PMU will move forward with the case for denotification of 15.275 acres of land and return it to the PAPs as shown in Schedule B.
2. **Project Affected Persons' Agreement:**
 - The PAPs will receive compensation for the acquired land and then the freed land will be de-notified and returned to them as per original ownership. They will then redistribute the land among themselves as detailed in Schedule C.
 - The PAPs must execute registered transfer deeds to implement the agreed redistribution.
 - De-notification and land transfer will only proceed if the PAPs adhere to the agreed redistribution.
 - The PAPs acknowledge the binding effect of this MOU and agree to enforce it among themselves.
 - Transferees of the redistributed land will make payments as per rates determined by the International Valuation Standards study and any other applicable payments under the Land Acquisition and Resettlement Plan for the project.
3. **Withdrawal of Legal Cases:**
 - The PAPs will withdraw the Lahore High Court Writ Petition No. 7668/22 and any other pending legal cases or complaints related to the project filed/lodged against PMU or the executing agency upon receipt of compensation.
4. **Non-Interference Agreement:**
 - The PAPs will refrain from interfering with the project and subject lands during the de-notification process and until the project's completion by the PMU.
5. **Agreement on Public Pathway:**
 - The PAPs agree not to contest the proposed 12-foot-wide unpaved road within the project area, which will serve as a public pathway/access route for public access to their lands and fields.

COMPLAINT FORM (SPF-2022-16-02-0136)



Office of the Compliance Review Panel

Asian Development Bank (ADB), Accountability Mechanism, Complaint Form

*(Add rows or pages, if needed)***A. Choice of function - problem solving or compliance review** *(Choose one below)*

Special Project Facilitator for problem solving *(Assists people who are directly and materially harmed by specific problems caused, or is likely to be caused, by ADB-assisted projects through informal, flexible, and consensus-based methods with the consent and participation of all parties concerned)*

Compliance Review Panel for compliance review *(Investigates alleged noncompliance by ADB with its operational policies and procedures in any ADB-assisted project in the course of the formulation, processing, or implementation of the project that directly, materially, and adversely affects, or is likely to affect, local people, as well as monitors the implementation of remedial action relates to the harm or likely harm caused by noncompliance)*

B. Confidentiality

Do you want your identities to be kept confidential? Yes No

C. Complainants *(Anonymous complaints will not be accepted. There must be at least two project-affected complainants.)*

Name and designation (Mr., Ms., Mrs.)	Signature	Position/ Organization <i>(If any)</i>	Mailing Address	Telephone number (landline/mobile)	E-mail address
1. Sardar Mohammed S/O Khair Din		Retired Govt Servant			
2. Nasser Ahmad S/O Din Muhammad		NA			

Authorized Representative or Assistant *(if any)*. *(Information regarding the representatives, or persons assisting complainants in filing the complaint, will be disclosed, except when they are also complainants and they request confidentiality.)*

Complainant represented	Name and designation (Mr., Ms., Mrs.)	Signature	Position/ Organization <i>(If any)</i>	Mailing Address	Telephone number (landline/mobile)	E-mail address

	Muhammad Imran Sardar S/O Sardar Mohamed – Implementation Coordinator		Private Employment			
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D. Project

Name	Waste Water Treatment Plant
Location	Sahiwal , Punjab , Pakistan
Brief description	We are from Chak No 66/G.D. Sahiwal.I am doing Job outside the country and My father is a retired Govt servant who is taking care of all of our family with cultivating land located in Chak 66/G.D. Since last few months we received many notices from the local Government that our land is required by ADB for Waste Water treatment plant , we tried to peruse with the local authorities and submit our reservation without getting any Positive feedback till now. However, recently we received the notice that they applied the Section 9 & 11 acquiring act of land which is totally reflecting one sided action. We are one of the 33 families part of Chak 66 / G/D Land Owners who are raising mater since there is no replacement of land offered or any other option provided to us with which we can take care of our families, Even the rates offered to us much Lower than nearby areas.

E. Complaint:

Have the complainants made prior efforts to solve the problem(s) and issue(s) with the ADB operations department including Resident Mission concerned? <input type="checkbox"/> Yes. If YES, please provide the following: when, how, by whom, and with whom the efforts were made. Please describe any response the complainants may have received from or any actions taken by ADB. <input checked="" type="checkbox"/> No

F. Optional Information

1. What is the complainants' desired outcome or remedy for the complaint? Below are the comments from our side with reference to the conclusive Email from Mr. Syed Umer.

SA Sehrish Ashraf <sehrishmsh@gmail.com>
Tue 12/21/2021 10:35 AM
To: You
Cc: Maira Khan; Syed Umar Ali Shah; Wilfredo R. Agliam; asifa.piciip; dpd@piciip.gop.pk; pd@piciip.gop.pk +3 others

Dear Imran Sb,
Thank you for your email!
Your Query was again discussed with ADB's safeguard consultant and in the light of their advice, it has been concluded that:
The transaction attached is after the cutoff date and as per ADB safeguard policy statement 2009, any transaction after the cut off date is not considerable on ADB financed projects. The cutoff date for the Land Acquisition and Resettlement Plan of your concerned land acquired is September 5th 2020.
The Implementing Agency and Execution Agency have fulfilled the requirement of ADB SPS and conducted third party validation of the land and non-land assets under Piciip Land and Resettlement (LAR) sub projects. Initially the Independent valuation was conducted on 24/03/2021 and revised IVS conducted on 21st August 2021. Hence even IVS conducted before the transaction shared by you, which is simply not comparable.
Regarding your 2nd query the BOR offered rate in 66 GD is PKR 16,49,462 including 15% Land Acquisition Charges where due to IVS the rate has been enhanced to PKR 24,84,000 difference in PKR 834,538 (50%)
Whereas at Muhammad Pur the BOR offered rate is PKR 24,34,225 per acre where due the IVS the rate has been enhanced PKR 29,70,000 the difference in PKR is 536,175 (22%). Therefore, your concern land rate has been enhanced 50% whereas Muhammad Pur land has been enhanced 22%
On behalf of the Implementing Agency and Execution Agency we once again request you and the rest of land owners to accept the enhanced 50% rate of PKR 24, 84,000 which was the market prevailing rate at the time of IVS in the best interest of Public.

Kind Regards

2. Parcel of Land Replacement: We disagreed on replacement land offered to us by ADB having reason is that It's really illogical that the Land Owner was asking same price or even higher price which ADB offered to us around (28 Lacs Per acor) for the Land which is approximate 4 KM away from Chak 66GD While Market rates are way low in that area!! and though it becomes more far from By-pass where new housing societies are build already due to which Land rates becomes m higher.

3. Here I would also highlight which PMU is trying to hide intentionally I guess that we requested ADB to secure the piece of replacement Land for us locater Chak 66 GD Owned by Bashir Bajwa who has almost 500 Acors there and also willing to sale their land, ADB arranged meeting with Shareef Lumber (representative of Bashir Bajwa) who informed to PMU team that they can't give us land on so low rates as they sold around 100 acors of Approx. 130 cro per acor to some Society.

Re: Response Awaiting on Complaint on Loan 3562-PAK: Punjab Intermediate Cities Improvement Investment Project (Case No. SPF-2021-01-01-104)



imran sardar

To: pmu.piclip

Cc: pd@piclip.gop.pk; Akhtar Abbasi; Dir.ME@piclip.gop.pk; Sehrish Ashraf; Syed Umar Ali Shah; Hashmat Khan; Maira Khan +7 others



Sun 5/22/2022 7:28 PM



Dear Miss Asifa,

Thanks for sharing the details of last meeting held with regards to our discussion for the Land Option highlighted in Chak 66 GD with concerned Owner. Please be informed that below major points were discussed as well during meeting but not added in the MOM document which must need to be added.

- **Mr.Shareef (Numberdar of Chak 66GD)** has acknowledged and informed in the meeting that Mr.Bashir has established a deal with a Society Owner for around **100 Acres** out of his total land on installment basis with rate approximately **2 Cror per acor**.
- Above statement was given in front of all attendees which is the major reason of refusal or giving excuses for not giving piece of land to DP/AP's.
- We notified in the meeting as well that due to having such a high rates in the area, it's not feasible to find any new piece of land.
- Above acknowledgment is endorsing our stance clearly which we are highlighting since beginning that Land rates are very high as compared to the approved rates by ADB.

It's a humble request to add all above points in minutes of meeting so that higher management of ADB and Local Government can understand our real concerns to skip our land from the Project which is our sole source of earning. The non-stoppage of financial murder of small families of village 66GD has led to death of few members and even my father become heart patient. During the last full period we couldn't even focus properly on crops and got a huge loss in terms of output. We people of Chak 66/GD, plead to your good office either to shift/move this project to some other nearby area or provide Land in replacement of Land in Chak 66/GD so that we, the plaintiffs, keep on earning our livelihood through cultivation on our inherited/owne lands.

Regards,
Muhammad Imran Sardar

A) Our stance was very clear since day first that Due to high inflation in Pakistan, offering rates are not enough to buy new piece of Land, we need land in replacement of land in the same village.

However, For the betterment of Project in our area even we offered yourself to keep half of the Land in Project and ADB to support to skip the rest half for us when at least we can continue our cultivation to fulfill basic requirements, but it wasn't considered.

2. Anything else you would like to add?

Further I have few quarries regarding my complaints,

- B) Senior management or authorized ADB representatives never visited us or even attended any single meeting. Since there was no any positive enhancement or outcome of our concerns by having meeting with your team, we were in contact with yourself in last couple of months and as per your last email shared on Jan 2022, the moment when we are expecting your intelligible feedback, Surprisingly you come up with the conclusion that the amount is deposited in some Govt account without any direct notification shared to us. How do you yourself consider our complaint as a closed complaint?
- C) Is ADB policy allowing to secure Final Project Execution approval while more than 20% Landowners didn't agree or receive the compensation amount? **(Landowners of more than 40 acres out of 200 acres)**

The people who had received compensation amounts are in trouble now and unable to arrange their bread and butters. Please also inform Local authorities not to threaten the people who haven't receive compensation to occupy the land until any conclusion is done.

At the end, I will request you again and ADB headquarter, please listen to us on merit but not biased because **the purpose of initiate such community projects doesn't mean only for the development of infrastructure, the aim is to serve the community by given economic strength of the needy areas/ needy people.**

Name of the person who completed this form: Muhammad Imran Sardar

Signature: _____

Date: 10-Oct-2022

Please send the complaint, by mail, fax, e-mail, or hand delivery, or through any ADB Resident Mission, to the following:

Complaint Receiving Officer (CRO), Accountability Mechanism
 ADB Headquarters, 6 ADB Avenue, Mandaluyong City 1550, Philippines,
 Telephone number: +63-2-6324444 local 70309, Fax: +63-2-6362086,
 E-mail: amcro@adb.org

COMPLAINT FORM (SPF-2023-07-04-0146)



Asian Development Bank (ADB), Accountability Mechanism, Complaint Form

A. Choice of function - problem solving or compliance review (Choose one below)

Special Project Facilitator for problem solving (Assists people who are directly and materially harmed by specific problems caused, or is likely to be caused, by ADB-assisted projects through informal, flexible, and consensus-based methods with the consent and participation of all parties concerned)

Compliance Review Panel for compliance review (Investigates alleged noncompliance by ADB with its operational policies and procedures in any ADB-assisted project in the course of the formulation, processing, or implementation of the project that directly, materially, and adversely affects, or is likely to affect, local people, as well as monitors the implementation of remedial action relates to the harm or likely harm caused by noncompliance)

B. Confidentiality

Do you want your identities to be kept confidential? Yes No

C. Complainants (Anonymous complaints will not be accepted. There must be at least two project-affected complainants.)

Name and designation (Mr., Ms., Mrs.)	Signature	Position/ Organization (If any)	Mailing Address	Telephone number (landline/mobile)	E-mail address
1.NOOR -UL- MUSTAFA NIZAMI					
2.NOOR -UL- NISSA					

Authorized Representative or Assistant (if any). (Information regarding the representatives, or persons assisting complainants in filing the complaint, will be disclosed, except when they are also complainants and they request confidentiality.)

Complainant represented	Name and designation (Mr., Ms., Mrs.)	Signature	Position/ Organization (If any)	Mailing Address	Telephone number (landline/mobile)	E-mail address

D. Project

Name	WASTE WATER TREATMENT PLANT, PICIIP SAHIWAL.
Location	MUHAMMAD PUR SAHIWAL
Brief description	<u>FORCED LAND ACQUISITION</u> MY LAND IS SITUATED IN THE REGION OF 66/GD & MUHAMMAD PUR. The complaint related to 66/GD Land has been compensated by the ADB while we both complainants didn't get respond on our land at Muhammad Pur. As our complaint was under review by the ADB so we reject to get Land amount for Muhammad Pur as well. In the recent case, ADB provided us some relief for 66 GD land while no relief for the Muhammad Pur land. Therefore, it is requested to resolve our land issue of Muhammad Pur which I don't want to be acquired at any cost because it will drastically affect my whole piece of land.

E. Complaint:

What direct and material harm has the ADB-assisted project caused, or will likely cause, to the complainants?

The piece of land acquired under the Program will not only affect our whole family economically but financially as well. This piece of land is the only sole source of income to us where we try to have dairy animals. If this piece of land will be acquired then there will be no other source of income to us. Our land in Muhammad Pur will be affected drastically as there is no other route to approach my rest piece of land in Muhammad Pur and all of my land will be of no use. This will impact our family income and will not be able to have bread and butter for our love ones. Therefore, Please don't acquire our land in Muhammad Pur.

Have the complainants made prior efforts to solve the problem(s) and issue(s) with the ADB operations department including Resident Mission concerned?

Yes. If YES, please provide the following: when, how, by whom, and with whom the efforts were made. Please describe any response the complainants may have received from or any actions taken by ADB.

We have raise the issues with local authority and ADB representative they have solved our issues of 66/GD but they not solving the issues of Muhammad Purr Land.

No

F. Optional Information

1. What is the complainants' desired outcome or remedy for the complaint?

I don't want my land acquire by ADB.

2. Anything else you would like to add?

Name of the person who completed this form: **NOOR-UL-MUSTAFA NIZAMI**

Signatures:

Date: **30-05-2023**

Complaint Receiving Officer (CRO), Accountability Mechanism
ADB Headquarters, 6 ADB Avenue, Mandaluyong City 1550, Philippines,
Telephone number: +63-2-6324444 local 70309, Fax: +63-2-6362086,
E-mail: amcro@adb.org

FOUR GROUPS OF COMPLAINANTS

No.	Group as per MOU	Name
1	1	Ahmad Yar S/o Muhammad Rafique
2	1	Muhammad Noor-ul-Mustafa Nizami S/o Muhammad Aslam
3	1	Noor-un-Nisa D/o Muhammad Aslam Nizami
4	1	Bismillah Muqaddas D/o Muhammad Rafique
5	1	Muhammad Saeed S/o Noor Muhammad
6	1	Muhammad Noor-ul-Mustafa Nizami S/o Muhammad Aslam
7	1	Noor-un-Nisa D/o Muhammad Aslam Nizami
8	2	Amanat Ali S/o Khair Din
9	2	Abdul Ghaffar S/o Khair Din
10	2	Sardar Muhammad S/o Khair Din
11	2	Muhammad Anwar S/o Ch. Amanat Ali
12	3	Muhammad Aslam S/o Muhammad Ali
13	3	Basheeran Bibi D/o Muhammad Ali
14	3	Jameelan D/o Hashmat Ali
15	4	Naseer Ahmad S/o Din Muhammad
16	4	Basheer Ahmad S/o Din Muhammad
17	4	Muhammad Shareef S/o Din Muhammad

MEMORANDUM OF UNDERSTANDING, 3 JULY 2023**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is signed on this ___ day of July, 2023 by and between:

The Project Management Unit (hereinafter referred to as the "PMU") for the Punjab Intermediate Cities Improvement Investment Program (hereinafter referred to as "PICIP") of the Local Government and Community Development Department (hereinafter referred to as the "Executing Agency") of the Government of the Punjab and represented herein by the Project Director PICIP, which expression shall include their successors-in-interest, legal representatives, executors, administrator and permitted assigns by operation of law or contract, of the first part, and

Fifteen (15) project affected persons (hereinafter collectively referred to as the "PAP" and/or the "Complainants") who were the owners of and/or in possession of lands acquired by the PMU for construction of a Waste Water Treatment Plant in Sahiwal (hereinafter referred to as the "Project"), which expression shall include their successors-in-interest, legal representatives, executors, administrators and permitted assigns by operation of law or contract, of the other part.

The PMU and the PAP shall individually be referred to as the "Party" and collectively as the "Parties".

WHEREAS,

- a) 43.15 acres of lands owned and/or in possession of the PAP (details of the lands owned by and/or in their possession is annexed herewith as **Schedule A**) were acquired by the PMU for the construction of the Project as part of PICIP, funded by the Asian Development Bank (hereinafter referred to as the "ADB"), with counterpart funding from the Government of Pakistan and being executed by the Executing Agency.
- b) The PAP had filed two complaints to the Office of Special Project Facilitator (hereinafter referred to as the "OSPF") of the ADB and also a case before the Lahore High Court titled Muhammad Anwar etc. vs. DC Collector Sahiwal etc. (Writ Petition No. 7668/22) in relation to land acquisition under the Land Acquisition Act, 1894.

AND WHEREAS,

- c) An understanding has now been reached between the Parties whereby the design of the Project will be revised by the PMU and 20.22 acres of previously acquired land at the north end of the project site will be freed and no longer used for the Project. It will be de-notified by the Government of the Punjab and returned to the PAP who have agreed to divide it amongst themselves through mutual agreement. The remaining 22.93 acres of land out of the total 43.15 acres will be retained by PMU for the Project.
- d) A Special Power of Attorney was executed on 25-03-2023 by the PAP in favor of appointing the Complainant (Special Power of Attorney containing details of the PAP are annexed herewith as **Schedule B**) as their "lawful Attorney" for representing them to negotiate on their behalf with the Project Management Unit (PMU) of the Executing Agency, the relevant Land Revenue Authorities, other concerned Government

Departments and liaison with the Asian Development Bank's Pakistan Resident Mission (PRM) and OSPF.

- e) PAPs have agreed to divide the freed land (as mentioned in para (c) above) among themselves in the manner mentioned in **Schedule C** to this MoU.

NOW THEREFORE, the Parties hereto agree to the terms and conditions as set forth below:

1. The PMU agrees to undertake and complete the process of de-notification of the freed-up 20.22 acres of the previously acquired land at the north end of the Project site and return the same to the PAP.
2. The PAPs agree to the following obligations:
 - 2.1 To accept the compensation rate offered for the lands and non-land assets in the approved Land Acquisition & Resettlement Plan prepared by the PMU in return for the Government's acquisition of the 22.93 acres of lands for the Project.
 - 2.2 To withdraw the Lahore High Court Writ Petition No. 7668/22, and any other pending legal case(s) or complaint(s) which in any way relate to the Project, the lands specified in Schedule A, the PMU or the Executing Agency, prior to denotification of freed lands in favor of the PAPs.
 - 2.3 PAPs consent to merge the Complaint/Case No. SPF-2023-07-04-0146 with Complaint/Case No. SPF-2022-16-02-0136.
 - 2.4 To refrain from initiating any other complaint / application / legal case / litigation (without limitation), at any other forum, in relation to the Project, the subject lands enlisted in Schedule A, the PMU or the Executing Agency.
 - 2.5 To refrain from interfering in the execution of the Project and subject lands in any adverse manner, or at all, during the pendency and up till completion of the land de-notification process, return of the land to the PAP and completion of the Project by the PMU;
 - 2.6 To accept and never to agitate before any forum against the proposed 12ft wide unpaved road provided within the Project going through the Buffer Zone at the north end as a public pathway/access route to facilitate the general public /inhabitants for provision of right of easement to access their lands and fields.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the day/date mentioned above.

For and on behalf of the PMU

For and on behalf of the PAP

SIGNED

Signatures appearing against their names in the Schedule C

The Project Director, PMU, PICIP

Witnesses:

For and on behalf of OSPF:

SIGNED

Viswanathan Ramasubramanian

SIGNED

Olivia Llanillo

Schedule C

Agreed Division of Land among PAPs
As agreed in the OSPF Meeting dated July 3, 2023, held at the Pearl Continental Hotel,
Lahore

	PAP Name	Share in freed land	Signatures
1.	Muhammad Ahmed Yar son of Muhammad Rafique	4 Acre, 3 Kanal	SIGNED
2.	Muhammad Noor-ul-Mustafa Nizami son of Muhammad Aslam		SIGNED
3.	Noor un Nisa daughter of Muhammad Aslam		SIGNED
4.	Bismillah Musqaddas daughter of Muhammad Rafique		SIGNED
5.	Muhammad Saeed son of Nazar Muhammad		SIGNED Represented by Muhammad Noor-ul-Mustafa Nizami, nephew of Muhammad Saeed
6.	Amanat Ali son of Khair Din	8 Acre, 6 Kanal, 10 Marla	SIGNED Represented by Muhammad Anwar, son of Amanat Ali
7.	Sardar Muhammad son of Khair Din		SIGNED
8.	Abdul Ghaffar son of Khair Din		SIGNED
9.	Muhammad Anwar son of Amanat Ali		SIGNED
10.	Muhammad Aslam son of Muhammad Ali (deceased)	4 Acre	SIGNED
11.	Bashiran Bibi daughter of Muhammad Ali		Represented by Tanzeel ur Rehman, son of Muhammad Aslam
12.	Jamila Bibi widow of Muhammad Aslam		
13.	Naseer Ahmed son of Din Muhammad	3 Acre	SIGNED Represented by Shahid Naseer son of Naseer Ahmed
14.	Bashir Ahmed son of Din Muhammad		SIGNED
15.	Muhammad Sharif son of Din Muhammad		SIGNED
	Total	20 Acre, 1 Kanal, 10 Marla	

MEMORANDUM OF UNDERSTANDING, 20 JANUARY 2024

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MOU") is signed on this 20th day of January, 2024 by and among:

The fifteen (15) project affected persons (hereinafter collectively referred to as the "PAP" and/or the "Complainants"), whose names are mentioned in **Schedule A** hereto. The said PAPs were the owners of and/or in possession of lands acquired by the PMU for construction of a Waste Water Treatment Plant in Sahiwal (hereinafter referred to as the "Project"), which expression shall include their successors-in-interest, legal representatives, executors, administrators and permitted assigns by operation of law or contract, of the other part.

The PAPs shall individually be referred to as the "Party" and collectively as the "Parties".

WHEREAS,

- a) Under the Punjab Intermediate Cities Improvement Investment Program (hereinafter referred to as "PICIIP"), 43.15 acres of lands owned and/or in possession of the PAP were acquired by the Project Management Unit (hereinafter, PMU) of PICIIP for the construction of the Project, which is funded by the Asian Development Bank (hereinafter referred to as the "ADB"), with counterpart funding from the Government of Pakistan and being executed by the Local Government and Community Development Department (hereinafter, the Executing Agency).
- b) The PAPs had filed two complaints to the Office of Special Project Facilitator (hereinafter referred to as the "OSPF") of the ADB and also a case before the Lahore High Court titled Muhammad Anwar etc. vs. DC Collector Sahiwal etc. (Writ Petition No. 7668/22) in relation to land acquisition under the Land Acquisition Act, 1894.
- c) With PAPs consent, OSPF merged the Complaint/Case No. SPF-2023-07-04-0146 with Complaint/Case No. SPF-2022-16-02-0136.
- d) An understanding has now been reached between the Parties whereby under the revised design of the Project, as done by the PMU, 15.275 acres of previously acquired land at the north end of the project site will be freed and no longer used for the Project. PMU has given to understand that the said 15.275 acres will be de-notified by the Government of the Punjab and returned to the PAPs. In furtherance of this, the PAPs have agreed to divide the said 15.275 acres amongst themselves through this mutual binding and enforceable agreement reflected in this MoU. The remaining 27.875 acres of land out of the total 43.15 acres will be retained by PMU for the Project.
- e) PAPs had earlier agreed to divide the freed land via a Memorandum of Understanding dated 3 July 2023, which shall stand superseded by this MoU along with all other documents including any power of attorney for representation etc.

NOW THEREFORE, the PAPs agree to the terms and conditions as set forth below:

1. The PMU has agreed and intends to undertake and forward the case for the process of de-notification of the freed-up 15.275 acres of the previously acquired land at the north end of the Project site and return the same to the PAP. The map showing freed land is given in **Schedule B**.

2. In view of freeing the land measuring 15.275 acres by PMU, the PAPs hereby agree as under:
 - (a) In accordance with the guidelines and the information provided by PMU and the Executing Agency, the PAPs shall **First** receive compensation for the land which was owned by them and was acquired for the Project; thereafter, as the **Second step**, the freed land will be de-notified and returned to the PAPs as per their original ownership prior to acquisition; and as the **Third step**, PAPs shall redistribute the freed land, notwithstanding the actual land owned by them in the excluded area of 15.275 acres. The **agreed re-distribution/transfers** inter se PAPs is given in **Schedule C**.
 - (b) The PAPs understand that the Executing Agency will take the possession of the acquired land by 22 January 2024 or at any time afterwards and shall not be obliged to entertain any claims for any damages which may be suffered by any PAPs.
 - (c) The PAPs unequivocally agree that it is mandatory for the relevant Party to execute registered transfer deed(s) to give effect to the agreed re-distribution/transfers as given the **Schedule C**.
 - (d) The PAPs hereby acknowledge that the entire process of de-notification is proposed to be carried out only if the PAPs give effect to the **agreed re-distribution/transfers** inter se PAPs is given in **Schedule C**. Moreover, the possession of transferred land as the result of the re-distribution/transfers shall be subject to the actual transfer under the said re-distribution scheme given in **Schedule C**.
 - (e) The PAPs further unequivocally agree that the terms of this MoU shall have a binding effect and the same may be specifically enforced by PAPs against each other.
 - (f) The PAPs further unequivocally agree that the transferees of land as a result re-distribution shall make payments (i) at the rates determined under the Independent Valuation Study (IVS) conducted by the Local Government and Community Development Department, Government of the Punjab and the Project Management Office; and (ii) any other applicable payments and allowances under the Land Acquisition and Resettlement Plan for the Project in relation to the land in question.
3. Upon denotification of the subject lands, the PAPs shall withdraw the Lahore High Court Writ Petition No. 7668/22, and any other pending legal case(s) or complaint(s) which in any way relate to the Project, the PMU or the Executing Agency.
4. The PAPs shall refrain from interfering in the execution of the Project and subject lands in any adverse manner, or at all, during the pendency and up till completion of the land de-notification process, return of the land to the PAP and completion of the Project by the PMU.
5. To never to agitate before any forum against the proposed 12ft wide unpaved road provided within the Project going through the Buffer Zone at the north end as a public

pathway/access route to facilitate the general public /inhabitants for provision of right of easement to access their lands and fields.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the day/date mentioned above.

Witness:

SIGNED

For and behalf of
Mr. Hamza Salik
Project Director, PMU, PICIIP

Schedule A**Project Affected Persons**

Names:	Signatures Owners or Owners' Representatives
1. Ahmed Yar son of Muhammad Rafique	SIGNED
2. Noor Mustafa son of Muhammad Aslam	SIGNED
3. Noor un Nisa daughter of Muhammad Aslam	SIGNED
4. Bismillah Muqaddas daughter of Muhammad Rafique	SIGNED
5. Muhammad Saeed son of Nazar Muhammad	SIGNED
6. Amanat Ali son of Khair Din	SIGNED
7. Sardar Muhammad son of Khair Din	
8. Abdul Ghaffar son of Khair Din	
9. Muhammad Anwar son of Amanat Ali	
10. Muhammad Aslam son of Muhammad Ali (deceased) through Tanzeel son of Muhammad Aslam	SIGNED
11. Bashiran Bibi daughter of Muhammad Ali through Tanzeel ur Rehman	
12. Jamila Bibi daughter of Muhammad Ali through Tanzeel ur Rehman	SIGNED
13. Naseer Ahmed son of Din Muhammad	SIGNED
14. Bashir Ahmed son of Din Muhammad	SIGNED
15. Muhammad Sharif son of Din Muhammad	SIGNED

AGREEMENTS AMONG LANDOWNERS INTER-SE (ENGLISH)

Dated: 20-01-2024

Settlement among the parties to confirm the agreed redistribution of the land which will be freed as the result of de-notification by [the concerned authorities in the project for establishing] the Water Treatment Plant [on the parcels of land earlier owned by them]. The terms of this document will be binding on the parties; and if any party will violate the terms of this agreement, the share to which he/she is entitled will be handed over to the other party¹, and the parties shall not be entitled to challenge such transfers in any court.

The details of the land are as under:

Sr. No.	PAP Name	Share of Land		
		Kanal	Marla	Sirsai
01	Sardar Muhammad s/o Khair Din caste Arain etc.	41	05	0
02	Noor-ul-Mustafa Nizami s/o Muhammad Aslam Nizami caste Jatt Mohal etc.	25	01	0
03	Bashir Ahmed, Muhammad Sharif, Naseer Ahmed (all sons of) Din Muhammad Gujjar etc.	33	01	0
04	Muhammad Aslam s/o Muhammad Ali caste Arain (deceased) through Tanzeel-ur-Rehman (real son)	22	17	0

- Muhammad Anwar s/o Amanat Ali Arain (Signature) (20-1-2024)
- Noor-ul-Mustafa Nizami s/o Muhammad Aslam (Thumb impression)
- Bashir Ahmed s/o Din Muhammad caste Gujjar (Signature and thumb impression)
- Shahid Naseer s/o Naseer Ahmed Gujjar (Signature and thumb impression)
- Tanzeel-ur-Rehman s/o Muhammad Aslam Arain (Thumb impression)
- Ahmed Yar s/o Muhammad Rafique Jatt Mohal (Signature and thumb impression)
- Razaqat s/o Muhammad Bashir caste Gujjar Ramma (Signature and thumb impression)
- Mudassir s/o Muhammad Sharif caste Gujjar (Signature and thumb impression)
- Salman Sardar s/o Sardar Muhammad Arain (Thumb impression)
- Mahr Bashir Ahmed s/o Muhammad Ismael Sahil (Witness) (Signature/thumb impression)
- Nasir Iqbal s/o Rajab Ali (Witness) (Signature and thumb impression)
- Rae Muhammad Ilyas Patwari Halqa (Signature)
- Mr. R.V from the Philippines at Lahore (Witness) (Signature)
- Mr. Ahmed Bashir Advocate Islamabad (Witness) (Signature)
- Madam Imrana Jalal Sahiba Philippines (Witness) (Signature)

Note: Parts of sentences appearing in [brackets] are not there in the original document and have been added to clarify the meaning and context

¹ 'the other party' in this sentence means the transferor parties in the transactions envisaged in the 4 annexed documents

Sardar Muhammad s/o Khair Din

41 K – 5 M

Signatories	Mustatil	Khasra/ Acre	Entitlement Kanal-Marla-Sirsai			Status
Shahid s/o Naseer Gujjar (signed/placed his thumb print)	21	16	05	07	0	Self-owned
	-do-	17	05	07	0	Naseer+Bashir Ahmed+Muhammad Sharif shall transfer this land Sardar Muhammad
		24	08	00	00	-do-
Muhammad Sharif (through Mudassir) (signed/placed his thumb print)		25	08	00	00	Self
		23/2	07	12	00	Naseer+Bashir Ahmed+Muhammad Sharif caste Gujjar shall transfer this land to Sardar Muhammad
Bashir Ahmed s/o Din Muhammad Gujjar (signed/placed his thumb print)						
Tanzeel-ur- Rehman s/o Muhammad Aslam (signed/placed his thumb print),	22	16	05	07	0	Muhammad Aslam through Tanzeel-ur-Rehman shall transfer this land to Sardar Muhammad
	-do-	17/2	00	16	00	Muhammad Aslam through Tanzeel-ur-Rehman shall transfer this land to Sardar Muhammad
Muhammad Anwar s/o Amanat Ali (signed/placed his thumb print) (20-01- 24)	25	3/2	00	04	03	-do-
	-do-	4	00	05	03	-do-
	-do-	5	00	05	03	-do-
41K-4M-0S						

Noor ul Mustafa Nizami etcetera

25 K – 1M – 0 S

Muhammad Pur	Mustatil	Khasra/ Acre	Share of Land Kanal-Marla-Sirsai			Status
	141	21	08	00	00	--
	-do-	22	04	06	00	--
	142	24/1	04	00	00	--
		25/2	05	15	00	--
		171/2	00	05	03	--
22K-6M-3S						
66/GD						
--	22	22/1	02	14	06	Muhammad Aslam shall transfer this land to Noor-ul-Mustafa
	-do-		22	06	03	
25K-01M-0S						

OK

Tanzeel through Aslam (signed and placed his thumb print)

Noor ul Mustafa (signed and placed his thumb print)

Muhammad Bashir, Naseer, Sharif (all sons of) Din Muhammad Gujjar

33K – 1M

--	Mustatill	Khasra/ Acre	Share of Land			Status
			Kanal	Marla	Sirsai	
	21	19	05	07	00	--
	-do-	20	05	07	00	--
	-do-	18	05	07	00	
	-do-	21	08	00	00	
	-do-	22	08	00	00	
	25	3/01	0	01	00	Muhammad Aslam s/o Muhammad Ali shall transfer this land to Muhammad Bashir, Naseer, Sharif
32K-2M-0S						
--	21	23/1	00	08	03	--
			32	02	00	
			00	10	06	
			33K-01M-0S Total			
	25	1	00	05	03	Muhammad Aslam s/o Muhammad Ali shall transfer this land to Muhammad Bashir, Naseer, Sharif
		2	00	05	03	Muhammad Aslam s/o Muhammad Ali has to transfer this land to Muhammad Bashir, Naseer, Sharif
0K-10M-6S						

- Tanzeel-ur-Rehman (signed and placed his thumb print)
- Muhammad Bashir s/o Din Muhammad (signed and placed his thumb print)
- Muhammad Mudassir s/o Muhammad Sharif (signed and placed his thumb print)
- Shahid Naseer s/o Naseer Ahmed (signed and placed his thumb print)

Muhammad Aslam s/o Muhammad Ali Arain Deceased

22 K-17 M-0 S

	Mustatil	Khasra/A cre	Share of Land Kanal-Marla-Sirsai			Status
	22	22/2	01	15	03	--
	-do-	23	08	00	00	--
	-do-	24	08	00	00	
	-do-	17/1	04	11	00	
22K-06M-03S						
--	24	3	00	05	03	Noor-ul-Mustafa shall transfer this land to Muhammad Aslam
		4	00	05	03	-do-
			00	10	06	
			22	06	03	
			22K-17M-0S Total			

OK

- Noor-ul-Mustafa Nizami (signed and placed his thumb print)
- Tanzeel-ur-Rehman (signed and placed his thumb print) [as a witness]