



## **The World Bank Financed Climate Smart Irrigated Agriculture Project Ministry of Agriculture Procedure for Voluntary Land Donation**

The experience from previous rural sector, local government and CDD projects suggest that small plots of lands were largely made available through voluntary donations or from government owned lands where the public agency is prepared to transfer such small and to the community organizations (e.g. donation of private and transfer of public lands for rural roads, small irrigation system development, local market complexes, rural water supply schemes were the common methods adopted for obtaining small and plots under Gemidiriya project, Reawakening Project, and NELSIP).

Although project does not encourage voluntary donations in principle, the community-based organizations, farmer producer organizations and other local institutions participating in project activities have the right to accept or decline voluntary land donations from beneficiaries. In case of voluntary land donation, the Project will ensure the following:

- The land to be obtained through voluntary donation is free of any structures or assets
- The land size will be a small area (less than 10% of total land owned by individual owner) that its donation does not negatively impact on the livelihood of the owner
- The voluntary nature of donation will be fully and independently verified
- Impact on donor household will be marginal, i.e., it will not involve more than 10 percent of the land holding and there will be no physical relocation
- The land is unencumbered of squatters, tenants, share crop pers or any other dependents and conflicting claims
- The remaining assets of the household donating land will be economically viable to ensure livelihood and shelter
- That a local/community level grievance redressal system is available
- The land will be transferred in the name of the recipient institution through a legal process

The community-based mitigation measures will be acceptable and a consent letter from the land owner will be obtained granting permission for the use of the land for project activities, and a legal contract will be instituted which would include details of the land being donated; formal consent of the land owner/interested parties, and the witnesses. Template for legal agreement on land donation is provided in Annex VII.

The DPD offices at the provincial or district levels will be responsible for ensuring that the above conditions regarding land donation are fulfilled by visiting the sub-project site, consult land donors, and other local stakeholders to verify that the donation is marginal and that it was not coerced

## Annex VII: Template for Legal Contract for Voluntary Land Donations

The following agreement has been made on.....day of .....between Mr./Ms .....aged ..... Resident of ..... GN.....District.....the grandson/daughter of ..... and son/daughter of .....

1. That the land with certificate no.....is a part of .....is surrounded from eastern side by .....western side by ..... on northern side, by ..... and southern side by .....

2. That the owner holds the transferable right of ..... (unit of land) of land/structure/asset .....

3. That the owner testifies that the land/structure is free of squatters of encroachers and not subject to any other claims.

4. That the owner hereby voluntarily grants to the.....this asset for the construction and development of .....in.....GN/Location, ..... supported by the Climate Smart Irrigated Agriculture Project for the benefit of the community.

5. That the owner will not claim any compensation against the grant of this asset nor obstruct the construction process on the land in case of which he/she would be subject to sanctions according to law and regulations.

6. That the PMU/MoA agrees to accept this grant of asset for the purposes mentioned and the voluntary nature of the transfer of the asset.

That the agency (name of subproject executing agency)/ .....shall construct and develop infrastructures under the project and take all possible precautions to avoid damage to adjacent land/structure/other assets.

7. That the provisions of this agreement will come into force from the date of signing of this deed.

Signature of the Owner

Signature of Grama Niladhari

Signature of the Divisional Secretary/ Chairperson, Local Authority

Witness:1 ..... Witness: 2.....