

Grant Disbursement Procedures for Private Houses Destroyed by the Earthquakes, 2073 (2016)

(Approved by the Council of Ministers in 29 December, 2016)



Government of Nepal

National Reconstruction Authority

Singhadurbar, Kathmandu

Previous changes have been highlighted in [green](#).
Recently revised sections highlighted in [blue](#).

Grant Disbursement Procedures for Private Houses Destroyed by the Earthquakes, 2073 (2016)

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In order to simplify and manage the Grant Agreement provided for the Reconstruction and Retrofitting of private houses that have been damaged by the earthquake that took place in 25 April 2015 and the ensuing tremors, and to determine the compliance and procedures of Reconstruction and Retrofitting,

The Government of Nepal has framed following Procedures.

- 1. Short Title, Extent and Commencement:** 1) This Procedure may be called as "Grant Disbursement Procedures for Private Houses Destroyed by the Earthquakes, 2073 (2016)"
2) This Procedure shall come in force in the earthquake affected districts as prescribed by the Council of Ministers of the Government of Nepal.
3) This Procedure shall come into force immediately.

2) Definitions: Unless repugnant to the subject and context in this Procedure

- (a) "Project Operation Procedure" means the procedure prepared to implement Reconstruction Program of Earthquake-affected Private Houses.
- (b) "Residential Unit" means the houses constructed as per the approved compliance, drawing and design.
- (c) "Central Level Project Implementation Unit" means Project Implementation Unit (PIU) in central level as established under respective line Ministries so as to carry out the activities for reconstruction and rehabilitation.
- (d) "District Level Project Implementation Unit" means District Level Project Implementation Unit (PLIU) in district level under line ministries so as to carry out the activities for reconstruction and rehabilitation.
- (e) "Authority" means "National Reconstruction Authority" formed in pursuant to the Earthquake Affected Infrastructure Reconstruction Act, 2072.
- (f) "**Retrofitting**" means repairs and maintenance of those infrastructures that are deemed grade 2 (requiring major repairs) and grade 3 (requiring minor repairs) by technicians, and this term shall refer to the grades and technical solutions mentioned in the Post Earthquake Damage Assessment Questionnaire developed by the Post Earthquake Damage Assessment Collection Program for the earthquake affected housing reconstruction.
- (g) "Beneficiary" means the family or individual who have been selected pursuant to section 3.
- (h) "Department" means Departments under the line Ministries that have been authorized by the Authority for reconstruction and rehabilitation.
- (i) "**Local level**" means rural municipality, municipality and district coordination committee.
- (j) "Claimer" means one who can inherit a share of the parental property.

3) Identification of beneficiaries: (1) Identification of beneficiaries shall be as follows:

- (a) Based on the CBS survey **and the analysis based on Schedule-1**, as well as those house owners who have been identified by the executive committee **based on the grievances management procedures 2073 and procedures for the relocation of hazard-prone settlement 2073**.

- (b) Person or family who does not have a house in the same place or elsewhere, except the damaged house.
- (2) Pursuant to Sub clause (1) the beneficiary must possess a copy of the citizenship certificate, copy of Land Ownership Certificate or Public Inquiry Deed pursuant to Point 12 of Schedule-1 and the survey slip provided by CBS.

4) Use of earthquake resistant technology: (1) The Authority, in coordination and technical support from related departments, shall prepare and approve earthquake resistant technology by also referring to the National Building Code. Any person, agency or institution who design such model houses must seek approval from the Authority.

(2) Those beneficiaries who have received the reconstruction grant must build the house by employing earthquake resistant technology and by selecting the approved designs pursuant to Sub clause (1).

(3) The beneficiaries must abide by prevailing Building Code while reconstructing the houses.

(4) For the purpose of establishing a compliance for Housing Designs and Construction, the Officers appointed by the Authority will form "Earthquake Resistant Housing Compliance Committee" in coordination with MoFALD, MoUD and DUDBC, experts from IOE and other experts as per need.

(5) Relevant PIU shall provide the beneficiaries with designs and minimum requirements that have been approved by the Authority. The beneficiaries shall select from the available model house designs or construct according to the earthquake resistant technology should they chose to select a different design.

(6) The beneficiaries must employ earthquake resistant building technology, and sign Schedule-3 to maintain quality work and Schedule-2 to follow the Retrofitting Guidelines for private houses during construction.

(7) Repealed

(8) The Authority or the organization, agency or technician appointed by the Authority shall inspect and certify as per the prescribed method. If the is not conducted as prescribed then the Authority shall conduct necessary monitoring.

5) Grant Agreement and Financial Arrangement: (1) The Local Authority shall disburse the housing grant through the authorized body or local level based on the conditional grant agreement letter.

(a) The Authority shall release the housing grant to DL-PIUs through the PIUs of the MoFALD.

(b) The DL-PIU will provide list of beneficiaries to respective banks and local bodies. Local bodies will establish grant agreement with the beneficiaries on the basis of which banks will deposit money in the beneficiaries' accounts.

(c) With regards to the grant distribution, those eligible households that have been evaluated pursuant to Schedule- 1 shall be identified by following the procedures pursuant to Schedule-4 and distributed NPR 50,000.00 as first tranche, NPR 150,000.00 as second tranche and NPR 75,000.00 as third and final tranche as well as NPR 25,000.00 under the Toilet or Alternative Energy support heading. A total of NPR 300,000.00 will be provided as Cash Grants. Those eligible households that have been evaluated pursuant to Schedule-1 as falling under the Retrofitting category shall be identified pursuant to Schedule-5. After establishing a grant agreement pursuant to Schedule 3, the households shall be disbursed NPR 50,000.00 as first tranche and NRR 50,000.00 as second and final tranche.

(d) If the total cost for housing reconstruction exceeds the grant amount of NPR 300,000.00, or the retrofitting costs exceeds NPR 100,000.00, the individual household must bear the additional cost.

(e) Those households who want to spend additional money for either reconstruction or retrofitting in addition to the grant amount can get interest-free loans from banks by putting up the house as collateral with collective guarantee as per the Procedures set by the Central Bank of Nepal

(f) For families who do not want to take loans from banks or financial institutions as mentioned in part (e), they are eligible for soft loans under the Special Housing Loan as per the Procedures set by the Central Bank of Nepal and the decisions made by the GoN.

(g) Beneficiaries receiving the interest-free loans on collective guarantee or the subsidized loans by mortgaging their houses which are under construction must be confirmed that they have reconstructed their houses pursuant to Sub-clause (2) and (3) of Clause 4.

(h) The beneficiaries shall spend the total grant amount received from the GoN only for the reconstruction of their houses.

(i) The DL-PIU shall establish grant agreement and maintain accounting of the expenditures, and send the records to the relevant local level, CL-PIUs the Authority periodically.

(j) Repealed

2. Those beneficiaries who have received grant from national or foreign POs for either reconstruction or retrofitting shall not receive the housing grant as per this Procedure. However, for those beneficiaries who have received the first tranche, the POs, by adhering to the approved compliance and procedures, can prove the remaining two tranches and complete the reconstruction or retrofitting. For beneficiaries who have received the grant in this manner, this sub section shall not obstruct them from obtaining loan mentioned in Sub section (e) and (f) of Section (1). But those beneficiaries whose houses have been fully built by partners will not be eligible for the loan provision.
3. As per this Procedure, if a beneficiary has more than one house that have been damaged by the earthquake, the grant shall be awarded for the reconstruction of one house only. Similarly, in case of Retrofitting, grant will be disbursed for only one house for each beneficiary.
4. Beneficiaries living in earthquake affected areas where the GoN has started acquiring lands for project implementation or those areas proposed for future project implementation will receive temporary housing grants pursuant to Schedule-1.

6) Provide assistance in the supply of construction materials:

(1) Management and Facilitation Committee for the supply of construction materials will be formed with representation from DDC, DL-PIUs, local bodies, DFO, Chamber of Commerce and Industries and Contractors Association of Nepal, which will be coordinated by the CDO in order to ensure abundant supply, quality assurance and regulation of necessary construction materials such as tin, cement, hooks and wood in the local market necessary for the reconstruction of private houses. The Committee will also develop a separate procedure to conduct meetings.

(2) Secretariat of District Coordination Committee under the Authority will monitor the quality assurance and supply management of the construction materials pursuant to clause (1).

7) Repealed

8) Conduct skill development and capacity building training:

Various trainings related with skill development and capacity building shall be conducted in the District and local authority to fulfil the human resources required for the housing reconstruction.

9) Can give directions:

The Authority can issue directives to the CL-PIUs while implementing its tasks as per this Procedure. It shall be the duty of every related agencies/public bodies to follow the instructions.

10) Action may be taken:

If anyone, with an intention to benefit dishonestly from this program, submits false statements or provides false recommendation, even if a grant agreement has been established it will be revoked, and necessary action shall be taken as per the prevailing laws.

11) Provision relating to assistance provided by national or foreign agencies/organizations:

(1) National or foreign agencies/organizations or individuals must abide by this Procedure while disbursing grants for reconstruction or retrofitting.

(2) Any national or foreign agencies/organization or individuals must obtain approval from the Authority while reconstructing houses or developing settlements or providing other technical assistance as such.

(3) If any national or foreign agencies/organization or individuals had established tripartite agreement with the Authority and distributed NPR 200,000.00 for housing reconstruction prior to the commencement of this Procedure but cannot provide the additional grant, those beneficiaries will receive the remaining grant as per this Procedure.

(4) Repealed

16) Save and Repeal:

(1) The Grant Disbursement Procedures for Private Houses Destroyed by Earthquakes, 2072, are, hereby, repealed.

(2) All acts and actions taken pursuant to the Grant Disbursement Procedures for Private Houses Destroyed by Earthquakes, 2072, shall be deemed to have been done pursuant to these Procedures.

Schedule- 1

Pursuant to Sub clause (1) of Clause 3

Beneficiaries Selection Criteria for Cash Grant Distribution for the Reconstruction or Retrofitting of private houses damaged by the earthquakes

Following will be the procedures for identifying beneficiaries whose houses were damaged by the earthquake of April-25 2015 and those that are eligible for the cash grant.

1. The house owners whose houses fall under the damage grades 3, 4 and 5 as per the survey data analysis conducted by the CBS under the "Post Earthquake Private Houses Damage Assessment Program", and require technical solution (major repairs or reconstruction) as well as those approved to receive the housing grant as per the grievances management procedures, 2073 and procedures for relocation of hazard-prone settlements, 2073 shall receive NPR 300,000.00 as cash grant. Similarly, those houses that fall under Grade 2 (technical solution - require major repairs), and/or Grade 3 (technical solution - require minor repairs) will receive NPR 100,000.00 cash grant as per the procedures approved by the Authority.

For those households who have been identified for relocation and wish to migrate to a safe location within the district or the adjoining earthquake affected district, the Authority shall provide a lump sum of NPR 200,000.00 to purchase a plot of land in the new location.

2. Those houses listed in Point 1 will be provided cash grants in the following ways:
 - (a) Those families who have partitioned the family property in the Land Revenue Office before 25 April 2015 will be considered as a separate family and provided with the Cash Grant.
 - (b) If the land ownership is in the name of a person who lives abroad, then the Cash Grant can be distributed to the closest relative after verifying their relationship.
 - (c) In case of settlements living in un-surveyed lands, the subsidized private housing grant shall be provided after the land is surveyed and the land ownership certificate is obtained legally or based on the recommendation from the local level or the public inquiry deed.
 - (d) If the eligible household wants to build the house in the same district where the damaged house was built, or to an adjoining affected district, then the beneficiary will receive the Cash Grant.
 - (e) In case where the land owner is deceased but the land ownership transfer has not been completed, the heirs must, either collectively or through a single heir, present the death certificate of the deceased owner, in order to be eligible for the cash grant.
 - (f) Those beneficiaries, who are included in the Authority's dataset but have started building their homes before establishing a grant agreement, will be eligible for the cash grant if the house, after being inspected by the organizations, agencies or technicians authorized by the Authority, is compliant and a separate documentation shall be prepared.
3. For those beneficiaries who fall under the flooding areas of Budigandaki Hydropower Project, the Cash Grants will be distributed as following:
 - (a) Those earthquake victims who have not taken the land compensation and own lands outside the flooding area of the Budigandhaki Hydropower Project but within the same District, can construct permanent houses by establishing an agreement as beneficiaries

with the local authorities of the flooding area, and receive cash grants from the Rural Municipality or Municipality of the new location. Duplication must be avoided.

- (b) Those earthquake victims who have not taken the land compensation and own lands outside the flooding area of the Budigandhaki Hydropower Project and outside the District, can construct permanent houses in any of the 31 earthquake-affected Districts by confirming the land ownership and establishing an agreement with of the local authorities of the flooding area as beneficiaries, and receive the Housing Cash Grants. Duplication must be avoided. In addition, the DDC, DL-PIUs and CL-PIUs of the new District shall provide service to those beneficiaries in par with other earthquake victims.
- (c) Those earthquake victims, who have not taken the land compensation and own land in other district other than those mentioned in Section (a) and (b) above, can construct permanent houses by confirming land ownership and establishing an agreement as beneficiary with the local authorities of the flooding area, and receive the Housing Cash Grants. Duplication must be avoided. In addition, the DDC, DTO and Office of the Building Division of the earthquake affected 31 Districts, where the beneficiary intends to build their house, shall fulfil their designated roles. [To be verified]
- (d) The sample designs for temporary Housing within the flooding areas will be finalized as per the approval of the MoUD, CL-PIU.

4. For the **construction of temporary shelters**, cash grant will be disbursed as following:

- (a) Cash grant for temporary shelters will be disbursed in three tranches.
- (b) The first tranche of NPR 50,000.00 will be deposited in the beneficiary's bank account after the Grant Agreement.
- (c) The second tranche of NPR 80,000.00 will be deposited after the plinth level task has been completed.
- (d) The third tranche of NRP 70,000.00 will be deposited after the roof level task has been completed.
- (e) Those shelters who have been built before the grant agreement will receive NPR 200,000.00 in lump sum after the technicians have inspected and approved the structure as compliant.

5. **Temporary shelter repairs and Retrofitting Cash Grants** will be distributed as following:

- (a) For those beneficiaries with whom the government has already made an agreement for the private housing grant of 3 lakh rupees pursuant to section 1 of Annex 1 but if the house was just retrofitted, such households shall be moved to the retrofitting beneficiaries list, the agreement shall be revised and if the retrofitting is compliant then such beneficiaries shall receive only 50,000.00 rupees as second and third tranches.

However, if any beneficiary does not retrofit their houses with the grant money or if the inspection technician report that the retrofitting does not comply with earthquake resistant technology, then action shall be taken as per the prevailing laws.

- (b) In case of houses that have already been retrofitted but are eligible for the retrofitting cash grant will receive NPR 100,000.00 in lump sum after verification by the designated engineers.
- (c) Those houses that have been identified as damage grade 1, and grade 2 requiring minor repairs, will not be eligible for the retrofitting cash grants as per this procedure.

6. Pursuant to Section (a) and (b) of Point 5, those houses that were eligible for the Housing Reconstruction Grant of NPR 300,000.00 and with whom the grant agreements were already

made but they didn't need to demolish the houses for reconstruction and were retrofitted, **such houses will be replaced under the Retrofitting category** and, as per the technical inspection, will receive Second and Final tranche of NPR 50,000.00 pursuant to Schedule-2.

Similarly, pursuant to Section (a) and (b) of Point 5, those houses with whom grant agreements were already made for retrofitting grant of NPR 100,000.00, but they had to demolish the houses while retrofitting, such houses will be replaced under the reconstruction category, establish a new grant agreement and disbursed NPR 300,000.00 as per the tranche disbursement provision outlined in Schedule-3.

7. **Where the damaged house has more than one owner**, where the members are living as a joint family, they will not be eligible for the cash grant if they own another undamaged house in the same place or elsewhere. However, if there has already been a partition before 25 April 2015 or the families have already been separated, then those beneficiaries whose names are in the list, but do not own any undamaged house/s in the same place or elsewhere are eligible for NPR 300,000.00 cash grant. But in the case of retrofitting, there shall only be a single beneficiary regardless of the number of house owners.
8. **Those families who had legally partitioned before the 25 April 2015 earthquake shall be counted as separate families and provided the cash grants.** However, for those families who were not legally partitioned before the 25 April 2015 earthquake but were living separately (with separate kitchen) and has been enlisted by the CBS survey, the Chief of the Rural Municipality/Municipality shall determine based on the public inquiry deed and, if true, such households shall be counted as separate families.
9. Apart from those individuals who have not been left out during the survey, only the name of the house owner as mentioned in the survey, and nobody else, shall be entitled for the cash grant.
10. **Regardless of whatever has been mentioned elsewhere in this Procedure, those damaged houses that have been built in public land, forest areas and government lands shall be provided NPR 200,000.00 to purchase a plot of land if any member of the family does not own any land inside Nepali territory.** However, those families shall not be allowed to use the current land.
11. Those households that are eligible for resettlement shall receive cash grant to build houses in approved lands as per this Procedures.
12. Except for the houses built in public, forest or government lands, **those houses that were built in Birta, Guthi, Swabasi, Benissa, Gau block, Kodali, Aankada, Bitauri and Ukhada**, if such households have official slips or receipts then the reference provided by the local authorities, otherwise a document of proof by least two neighboring landowners, can be used to create grant agreement with such household beneficiaries. However, the agreement shall not be considered as a certificate of land ownership. **For the private houses of the earthquake victims from newly formed municipalities of the 31 affected districts, the municipality shall issue an approval of the construction after recording the construction approval application with details like the length, width, height, site plan and right of way submitted by the beneficiaries.** Other provisions with regards to this issue shall be applied as per Schedule-6.

Schedule-2

Pursuant to Sub clause (6) of Clause 4

Grant Agreement Form for the Retrofitting of Houses damaged by the earthquakes

Survey Slip No:

Survey House owner S. N.

Grant Agreement S.N.

This Grant Agreement has been duly signed between Mr. /Mrs. /Ms.
(Hereafter the First Party), Grandson/Granddaughter/Daughter-in-law of Mr. /Mrs. /Ms.
....., Son/Daughter/Daughter-in-law of Mr. /Mrs. /Ms.
....., resident of District,
..... Rural Municipality /Municipality, Ward number.....,
..... Village/Tole as the beneficiary for Housing Reconstruction after the
earthquake that occurred in 25 April 2015 and the tremors thereafter, and
..... Rural Municipality /Municipality Office (Hereafter
the Second Party) inYear MonthDate as per the following compliance
established by the Government of Nepal.

The first party (Beneficiary) shall abide by following conditions:

- (1) It is true that my house has been damaged by the earthquake that occurred in 25 April 2015 and the tremors in the aftermath.
- (2) I do not have any habitable house elsewhere. I have sought Cash Grant for the Retrofitting of a single house only.
- (3) I have not received nor will receive any grants from other agencies and organization for the Reconstruction and Retrofitting of my house.
- (4) Me or my family have enough and suitable land for the reconstruction or Retrofitting of my or my family's house.
- (5) I will Retrofit my house according to the Grant Disbursement Procedures for Private Houses Destroyed by Earthquakes, 2073 (2016) and the conditions, compliance, technology and quality outlined in this Agreement.
- (6) I will be responsible for the purchase of construction materials and the arrangement of Carpenter, Mason, Plumber, Electrician and other human resources required for construction.
- (7) I will spend the Housing Retrofitting Cash Grant for the purpose of retrofitting my house only.
- (8) Whist completing the construction work, I will arrange additional investment or arrange from other sources or from interest-free loans or through the Earthquake Victims Special Housing Loans for any additional costs incurred apart from the Cash Grant distributed for Retrofitting.
- (9) I will participate in the Orientations and Trainings conducted under the Retrofitting Program.
- (10) I will receive the first tranche only through the bank that I have authorized.

- (11) I will receive the second and final tranche of NPR 50,000.00 only after verification by the technicians deployed by the MoUD, CL-PIUs.
- (12) If the Retrofitting of my house does not comply with the official quality, standards and technology, I will improve it by using my own resources, tools and materials.
- (13) I hereby declare that the above information is true. Whereupon the information is deemed as false I shall be willing to bear any legal actions.

The second party (local authority) shall abide by following conditions:

- (1) In the event where the first party abides by the conditions outlined above, the GoN shall disburse the Retrofitting Cash Grants for Private Houses through authorized banks.

First Party (Beneficiary)

(a) Personal Details of the Beneficiary

Full Name of the Beneficiary (In English)

Full Name of the Beneficiary (In Devanagari)

Permanent Address as mentioned in the Citizenship Certificate

District: Rural Municipality /Municipality:Ward:
.....

Citizenship Certificate Number: Issue District: Issue Date:
.....

Date of Birth: Contact Number:

In case of differences in the Permanent Address and that mentioned in the Citizenship Certificate

(Please fill in details of migration)

Migration Certificate Number: Date of Migration:

Photo of the beneficiary



Details of Person authorized to sign in the Grant Agreement

(In case the beneficiary cannot be present, his/her Representative)

Full Name of the Custodian or Authorized Representative:

Permanent Address:

District: Rural Municipality /Municipality:

Ward Number: Village/Tole:

Citizenship Certificate Number: Issue District:

Issue Date: Date of Birth:

Grandfather's Name:

Father's Name:

Relationship with the beneficiary:

Contact Number:

Thumbprint of the Beneficiary/Custodian or Representative

Right	Left

Signature of the Beneficiary/Custodian or Representative:

Date:

(b) Details of the bank account (Authorized bank only)

Bank Account Number:

Name of the Account holder:

Name of the bank:

Branch:

(c) Details of land occupied by the house that needs to be Retrofitted:

Kitta/Plot Number: Area: Sq. Meter

Address: District: Rural Municipality /Municipality:

Ward Number:

Type of House (that needs to be retrofitted):

a) Wall of Pillar Type number:

b) Storey or Roof Type number:

c) If the house design has been approved, then Design Approval Number: Others:
.....

I agree to retrofit my house as per the approved compliance.

d) Full Name of the custodian or Representative:

Relationship with the beneficiary:

e) Full name of the Witness:

Signature:

Second Party (Local Authority)'s Official Sign

Name/Address of the Rural Municipality /Municipality:

Authorized Officer's Name:

Designation:

Signature:

Date:

Necessary Documents:

1. Copy of the Citizenship Certificate
2. Copy of Land Ownership Certificate
3. Photo
4. Survey Slip
5. In case of representatives, Letter of Representation
6. Recommendation of the local authority and Public Inquiry Deed

Schedule-3

Pursuant to Section (c), Sub clause (1) of Clause 5

Grant Agreement Form for the Reconstruction of Private Houses Destroyed by Earthquake

Survey Slip Number:

Survey Household S.N.:

Agreement S.N.:

This Grant Agreement has been duly signed between Mr. /Mrs. /Ms.
(Hereafter the First Party), Grandson/Granddaughter/Daughter-in-law of Mr. /Mrs. /Ms.
....., Son/Daughter/Daughter-in-law of Mr. /Mrs. /Ms.
....., resident of District,
..... Rural Municipality /Municipality, Ward number.....,
..... Village/Tole as the beneficiary for Housing Reconstruction after the
earthquake that occurred in 25 April 2015 and the tremors thereafter, and
..... Rural Municipality /Municipality Office (Hereafter
the Second Party) inYear MonthDate as per the following compliance
established by the Government of Nepal.

The first party (Beneficiary) shall abide by following conditions:

- (1) It is true that my house has been damaged by the earthquake that occurred in 25 April 2015 and the tremors in the aftermath.
- (2) I do not have any habitable house elsewhere. I have sought Cash Grant for the Reconstruction of a single house only.
- (3) I have not received nor will receive any grants from other agencies and organization for the Reconstruction and Retrofitting of my house.
- (4) Me or my family have enough and suitable land for the reconstruction of my or my family's house.
- (5) I will reconstruct my house according to the Grant Disbursement Procedures for Private Houses Destroyed by Earthquakes, 2073 (2016) and the conditions, compliance, technology and quality outlined in this Agreement.
- (6) I will be responsible for the purchase of construction materials and the arrangement of Carpenter, Mason, Plumber, Electrician and other human resources required for construction.
- (7) I will spend the Housing Cash Grant for the purpose of reconstruction of my house only.
- (8) Whist completing the construction work, I will arrange additional investment or seek from other sources or from interest-free loans or through the Earthquake Victims Special Housing Loans for any additional costs incurred apart from the Cash Grant distributed for the Reconstruction.

- (9) I will participate in the Orientations and Trainings conducted under the Reconstruction Program.
- (10) I will receive the first tranche only through the bank that I have authorized.
- (11) I will receive the second tranche of NPR 150,000.00 only after verification by the technicians deployed by the MoUD, CL-PIUs that I have completed the plinth-level of construction as per the compliance.
- (12) I will receive the third tranche of NPR 75,000.00 only after verification by the technicians deployed by the MoUD, CL-PIUs that I have completed the roof-level of construction as per the compliance.
- (13) I agree to have my house inspected for compliance after the completion of the roof-level for certification. Similarly, I will be eligible for NPR 25,000.00 only if I construct a toilet or install Solar Power or construct a Biogas plant or arrange any other means of alternative energy within 2 years of Grant Agreement.
- (14) If the construction of my house does not comply with the official quality, standards and technology, I will improve it by using my own resources, tools and materials.
- (15) I hereby declare that the above information is true. Whereupon the information is deemed as false I shall be willing to bear any legal action/s.

The second party (local authority) shall abide by the following conditions:

- (2) In the event where the first party abides by the compliance mentioned above, the GoN shall disburse the Reconstruction Cash Grants for Private Houses through authorized banks.

First Party (Beneficiary)

(a) Personal Details of the Beneficiary

Full Name of the Beneficiary (In English)

Full Name of the Beneficiary (In Devanagari)

Permanent Address as per the Citizenship Certificate

District: Rural Municipality /Municipality:Ward:

..... Citizenship Certificate Number: Issue District:

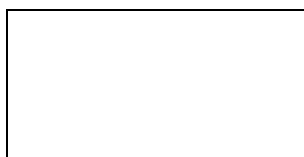
Issue Date: Date of Birth:/...../..... Contact Number:

.....

In case of difference in the Permanent Address and that mentioned in the Citizenship Certificate (Please fill in details of migration)

Migration Certificate Number: Date of Migration:

Photo of the beneficiary





Details of Person authorized to sign the Grant Agreement

(In case the beneficiary cannot be present, his/her Custodian or Representative)

Full Name of the Custodian or Authorized Representative:

Permanent Address:

District: Rural Municipality /Municipality:

Ward Number: Village/Tole:Citizenship Certificate Number:

Issue District:Issue Date: Date of Birth:

Grandfather's Name:

Father's Name:

Relationship with the beneficiary:

Contact Number:

Thumbprint of the Beneficiary/Custodian or Representative

Right	Left

Signature of the Beneficiary/Custodian or Representative:

Date:

(b) Details of the bank account (Authorized bank only)

Bank Account Number:

Name of the Account holder:

Name of the bank:

Branch:

(c) Details of land where the house is being constructed:

Kitta/Plot Number: Area: Sq. meter

Address: District: Rural Municipality /Municipality:

Ward Number:

Type of House being constructed:

If selected from the design catalogue, then Design Number: Or, if it an own design,

a) Wall or Pillar Type Number:

b) Storey or Roof Type Number:

c) If the house design has been approved, then Design Approval Number: Others:

I agree to reconstruct my house as per the approved compliance.

d) Full Name of the custodian or Representative:

Relationship with the beneficiary:

e) Full name of the Witness:

Signature:

Second Party (Local Authority)'s Official Sign

Name/Address of the Rural Municipality /Municipality:

Authorized Officer's Name:

Designation:

Signature:

Date:

Necessary Documents:

1. Copy of the Citizenship Certificate
2. Copy of Land Ownership Certificate
3. Photo
4. Survey Slip
5. In case of representatives, Letter of Representation.
6. Recommendation of the local authority and Public Inquiry Deed

Schedule-4

Pursuant to Sub clause (8) of Clause 4

Beneficiary Identification, Grant Disbursement and Technical Inspection Process for the Reconstruction of Private Houses

S.N.	Activities	Responsible body	Description
1	Identification of Beneficiaries	CBS, MoFALD, NRA	Identify beneficiaries based on the evaluation of statistics collected through the Post Earthquake Damage Assessment Program (Schedule-1) as per the Survey Forms approved from CBS.
2	Sign the Grant Agreement	Beneficiaries and Local Authority	Under the supervision of MoFALD DL-PIUs, sign the Grant Agreement Forms in the Grant Agreement venues conducted in local Resources Centers or Local Authority building or other suitable locations by following approved procedures.
3		Beneficiaries and authorized banks	Before or after signing the Grant Agreement, open bank accounts in your names where the tranche amount will be deposited.
4	First tranche distribution	Local Authority	The first tranche of NPR 50,000.00 will be deposited in banks that has been cited in the Grant Agreement.
5	Technical Inspection – 1	Technicians authorized by MoUD, DL-PIU	Provide certification by inspecting whether the foundation and plinth level work has been completed or not, and the quality has been maintained or not, as per the compliance.
6	Second tranche distribution	Local Authority	Deposit the second tranche of NPR 150,000.00 in beneficiaries' bank accounts.
7	Technical Inspection – 2	Technicians authorized by MoUD, DL-PIU	Inspecting regularly whether all the tasks above the plinth level like wall, window and door frame have been completed as earthquake resistant, and recommend for the final tranche after the completion of wall and roof-level.
8	Final tranche distribution	Local Authority	Deposit the third tranche of NPR 75,000.00 in beneficiaries' bank accounts. This amount must be used for roofing as well as all the remaining tasks.
9	Final Technical Inspection	Technicians authorized by MoUD, DL-PIUs	Normally, conduct technical inspection within 3 months of completion and certify that the house has been reconstructed using earthquake

			resistant design. The beneficiaries will also receive an additional grant of NPR 25,000.00 within 2 years of grant agreement for solar energy or forms of alternative energy as an encouragement.
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Unofficial Translation

Schedule-5

Pursuant to Section (c), Sub clause (1) of Clause 5
Beneficiary Identification and Technical Inspection Process for
Retrofitting of Private Houses

S.N.	Activities	Responsible body	Description
1	Identification of Beneficiaries	CBS, MoFALD, NRA	Identify beneficiaries based on the evaluation of statistics collected through the Post Earthquake Damage Assessment Program (Schedule-1) as per the Survey Forms approved from the CBS.
2	Sign the Grant Agreement	Beneficiaries and Local Authority	Under the supervision of MoFALD DL-PIUs, sign the Grant Agreement Forms in the Grant Agreement venues conducted in local Resources Centers or Local Authority building or other suitable locations by following approved procedures.
3	First tranche distribution	Beneficiaries and authorized banks	The tranche will be deposited in the authorized bank accounts after the Grant Agreement.
4	Bank Accounts	Local Authority	The first tranche of NPR 50,000.00 will be deposited in the beneficiaries' bank accounts by the Local Authority.
5	Second tranche distribution	Local Authority	The second and final tranche of NPR 50,000.00 will be deposited in beneficiaries' bank accounts after it has been certified by technicians deployed by MoUD DL-PIU that the Retrofitting has been done using earthquake resistance technology.

Schedule-6

Pursuant to Point (12) of Schedule-1

Various grievances that have been raised during the Grant Agreement, ambiguities related to the Grant Agreement, after evaluation, shall be handled as follows.

Those individuals whose names have been mentioned in the beneficiaries list and can come by self for agreement and if the land is also in his/her name, then Grant Agreement can be established with such beneficiaries if they bring the Citizenship Certificate, Land Ownership Certificate and Survey Slip.

For other cases, following will be applied.

S.N	Nature of ambiguity	Corrective measures	Documents to be submitted
1	Those whose name is in the beneficiaries list. However, the land is not in his/her name but in the name of another member of the family.	In such condition, the land owner must give a written approval to the beneficiary to build the house. This document with Citizenship Certificate, Survey Slip and Land Ownership Certificate must be submitted after which the Grant Agreement can be established immediately.	Agreement Letter allowing the other person to construct the house, Citizenship Certificate, Survey Slip and Land Ownership Certificate. The Form for such provision has been included in the Schedule.
2	Those whose name is in the beneficiaries list, is at home and is also the owner of the land but cannot be present.	You can appoint any family member as a representative.	Form for Representation, Citizenship Certificate of both persons, Survey Slip and Recommendation and Public Inquiry Deed from the Local Authority.
3	Those whose name is in the beneficiaries list but lives abroad currently and his/her spouse has come for the agreement.	Both persons has to sign the Form for Representation. In addition, Citizenship Certificates of both persons and Survey Slip also must be submitted after which the representative can sign the agreement.	Form for Representation, Citizenship Certificates of both persons, Land ownership certificate and Survey Slip.
4	Those whose name is in the beneficiaries list but does not have the Land Ownership Certificate of the land that they have been using.	In such situation the person must get the land measured from the District Survey Department; only after that they will be eligible for the Grant Agreement. They must follow a separate	Citizenship Certificates, Land ownership certificate and Survey Slip

		procedure for land acquisition and registration.	
5	Those whose name is stated as the first house-owner and a son or sons as the second or third house-owner, where the partition is not clear.	In this situation, the first house owner/beneficiary can establish the agreement. If there is any opposition from the second or third house-owner, this issue can be filed as a grievance. If the partition occurred before April 25, 2015, the second and third person can establish separate agreement provided that they submit adequate documents. Otherwise, there will only be one agreement.	Citizenship Certificates, Survey Slip and Document of Partition.
6	Those whose names are in the beneficiaries list but want to use communal land (Guthi) for self-purpose.	If the land is in the name of the beneficiary and if all necessary documents have been submitted then the agreement can be established immediately. If the land is in the name of the Guthi only, then the agreement can be made after the recommendation from the Guthi and recommendation and Public Inquiry Deed from the Local Authority	Citizenship Certificates, Survey Slip, Land ownership certificate and Recommendation and Public Inquiry Deed from the Local Authority.
7	Two adjoining houses that looked like they had a single roof. The two houses were listed as first and second house owner.	In such case, the first house owner can bring necessary documents and establish an agreement. The second house-owner can also establish a separate agreement if they bring a separate Land and House Ownership Certificate. Agreement can be made after filing a grievance and providing necessary documents and certificates.	Citizenship Certificates, Survey Slip and Land Ownership Certificate
8	In case of married couple, if either of the	The agreement can be established if either of	Form for Representation, Citizenship Certificates of both persons, Survey Slip

	spouse needs to represent the other.	them appoint the other as their representative.	and Land Ownership Certificate
9	If there are more than one owners of a house.	Agreement can be made with both persons or one person can appoint the other as representative.	Citizenship Certificates, Survey Slip and Land Ownership Certificate
10	My house has been destroyed. Do I need to rebuild the house in the same place or not?	You can build the house in your land. You can build the house in the same land if there is enough space, or in nearby plot or in another plot in adjoining Rural Municipality. Similarly, you can build in any plot of land inside the same District if you own the land.	Citizenship Certificates, Survey Slip and Land Ownership Certificate
11	If the lands of the Village block has not been registered or if Land Ownership Certificates have not been issued.	To resolve this issue, "Land acquisition Procedures for the Reconstruction of Earthquake affected structures" has been issued. According to the Procedures, agreement can be established after the Land Ownership Certificates have been issued (after land registration) or by the recommendation and Public Inquiry Deed issued by the Local Authority.	If they had submitted an application for the registration of their lands earlier then the Application Slip.
12	If the father or elder brother has been cited as the first house owner and the son or the younger brother as second owner, but they have been living separately after partition and possess necessary documents.	In such case the first house owner can establish the agreement. If the second owner can prove that the partition took place before April 25, 2015, after filing a grievance, then both owners can establish an agreement.	Citizenship Certificates, Survey Slip, Land Ownership Certificate and Document of Partition.
13	Those who names are in the beneficiaries list, and had official document before the earthquake but those documents (Citizenship certificate and land ownership certificate)	You can get copies of the documents from relevant public offices and sign the agreement.	Citizenship Certificate, Survey Slip and Land Ownership Certificate

	have been either lost or destroyed due to the earthquake or any other reasons.		
14	If there has been a landslide or, for any other geographic or geological reasons, the lands cannot be used and if there is a need for resettlement.	In such case, resettlement and land acquisition can be conducted according to the "Land acquisition Procedures for the Reconstruction of Earthquake affected structures" but this shall be registered as a grievance for now.	Citizenship Certificate, Survey Slip and Land Ownership Certificate
15	Those who have the Survey Slip but their names are not listed in the beneficiaries list.	In such case the household can file a grievance. However the decision will be made only after assessing the Detailed Description of the Survey. There is no guarantee that the names will be added in the beneficiaries list only due to grievance submission.	Citizenship Certificate, Survey Slip and Land Ownership Certificate
16	The house damaged by the earthquake is in the person's name but the name has been left out in the Survey.	In such case, the person needs to first file a grievance. After that, if there is a written proof from the village-level Public Inquiry Deed that the person's name has been left out then the matter will be forwarded to higher authorities for additional assessment. Separate survey can be possible.	Citizenship Certificate, Land Ownership Certificate and Public Inquiry Deed
17	The full name and family size in the Survey Slip and beneficiaries list is different.	This can be due to errors in the surveys. If the real name can be disclosed through Relationship Certificate and Citizenship Certificate, then the agreement can be made.	Citizenship Certificate, Survey Slip, Land Ownership Certificate, Relationship Certificate or any other official document which discloses the full name and/or relationships.

Form for appointing a representative for the Grant Agreement

Form 1:

**In case where the beneficiary cannot be present,
Sample form for appointing an authorized representative**

Date:

To Whom It May Concern

I, Mr./ Mrs. / Ms., age, resident of
.....District, Rural Municipality / Municipality,
Ward number, Village/Tole,
Grandson/Granddaughter/Daughter-in-law of Mr. /Mrs. /Ms.,
Son/Daughter/Daughter-in-law of Mr. /Mrs. /Ms., as
Earthquake-affected beneficiary, is related with Mr. /Mrs. /Ms.
....., resident of District,
..... Rural Municipality /Municipality, Ward number,
.....Village/Tole.

I would like to request that Earthquake-affected beneficiary Mr. /Mrs. /Ms.
....., Survey Slip number has authorized me to sign the Grant
Agreement under the Reconstruction and Retrofitting or Repair of Private Houses Program. Since
the Relationship Certificate and Authorization has been verified by the Rural Municipality
/Municipality, I hereby request for signing the Grant Agreement as a representative of the
mentioned beneficiary.

(14) I hereby declare that the above information is true. Whereupon information is deemed as
false I shall be willing to bear any legal action/s.

Authorized Applicant/Representative

Signature:
Full Name:
Address:
Citizenship ID No:

Beneficiary

Signature:
Full Name:
Address:
Citizenship ID No:

Authorized Rural Municipality /Municipality Official

Signature:

Full Name:

Designation:

Necessary Documents

1. Citizenship Certificate
2. Relationship Certification Letter from the Rural Municipality/Municipality

Unofficial Translation

Form 2:

**In case the land is owned by a different person than the beneficiary,
Sample form for approving the house construction**

**Regarding allowing use of land for the Reconstruction of Private Houses
(Form that must be filled by the Landowner)**

Registration No:

Date:

To Whom It May Concern

In response to the request made by Mr. /Mrs. /Ms.,
authorized representative of Earthquake affected beneficiary Mr. /Mrs. /Ms.
....., resident of District,
..... Rural Municipality / Municipality, Ward number,
..... Village/Tole, Grandson/Granddaughter/Daughter-in-law of Mr. /Mrs.
/Ms., Son/Daughter/Daughter-in-law of Mr. /Mrs. /Ms.
..... to reconstruct his/her house in my land, Plot Number:
....., Located in District, Rural
Municipality / Municipality, Ward number,
Village/Tole, I give my full consent.

Signature of the land owner:

Full name of the land owner:
.....

Beneficiary or Authorized Representative

Signature:

Full Name:

Address:

Survey Slip No:

Signature of the Authorized Official:

Full name of the Authorized Official:

Designation of the Authorized Official: