

Application of Inspection for the Panel of the World Bank for the negative affectation that has been suffered by the construction of the Avenue Ascends of the Program of Urban Services of the city of Bogotá that is built with money of the loan IBRD 7162.

People's affectation for the construction and operating of the road of the Suba Avenue for the public transportation of Transmilenio of the Program of Urban Services of Bogotá, which has a credit of the World Bank 7162, to show that the Institute of Urban Development (IDU by Spanish initials) is receiving resources of the mentioned loan to build the way and it is forced of recouping the damages, when it is affected the human beings negatively.

Families and businesses that we have kept a lot of patience every year, have been seriously harmed while the mentioned entity has ignored the situation and the measures so that we recover our conditions of life, our revenues and state of spirit that have gotten lost to open the way to roads that serve cars and buses. We believe that we are entitled the to have our lives like they were before being altered inappropriate and wrongly for IDU, treatment of the one that the commercial big malls and chain warehouses if he/she has the power of impacting in the decisions of this entity. Then the vulnerable ones are those that bigger damage suffers and those that we should be squashed by the indifferent power of the development.

The loan settles down that affected people in an adverse way for Suba Avenue they should be reestablished under their socioeconomic previous conditions. IDU resettlement plan presented to the World Bank as requirement to be able to get the resources of the loan elaborated the plan of social management, which established the obligation of that institute of carrying out the activities that were necessary so that the families or business received consultant ships and compensations so that losses of business, employment, properties and emotional damages were not assumed. Unfortunately, many of us, we have lost permanently and we still suffer many damages which IDU is not aware of the same ones and it is not willing to compensate them contravening, that not consecrated alone in the text of the loan, if not its same plan of social management, which we consider liar.

Next they are related, the cases of people that we have united to make visible the permanent, severe and unjust damages that have been suffered for almost 4 years and that we make know of the INSPECTION PANEL OF THE WORLD BANK, because the managements have been drained that humanly have carried out for our answer rights that you/they have been disrespected and ignored by IDU with reason of a project that it is built with money of the WORLD BANK:

1. The World Bank is financed the implementation of **the Program of Urban Services of the city of Bogotá, with resources coming from the loan IBRD 7162**. That loan settled down June 4th 2003 with the Bogotá. The construction of the Suba Avenue for the system of transport Transmilenio

it is a work of the one mentioned Program and it stops its construction it was required by an entity called Institute of Urban Development (IDU) the purchase of existent and inhabited properties of the area. From final of the 2002 and until to today, IDU stills continued buying properties.

In the web denominated infoshop of Bank one could obtain access to the loan Birf7162 that subscribed for the World Bank and Capital, dated Bogotá-district June of 2003, 4 of which is noticed in some on their behalves the following stipulations:

ARTICLE I / You Condition General / Section 1.02

(a) "Affected Persons" means persons who, on account of an involuntary taking of land under the Project, had or would have their: (i) standard of living adversely affected; or (ii) right, title or interest in any house, land (including premises) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently; and "Affected Person" means any of the Affected Persons;

(s) "Resettlement Action Plan" and the acronym "RAP" mean the resettlement action plan prepared by IDU, satisfactory to the Bank, in connection with the carrying out of Part A.1 of the Project, attached to the letter to the Bank from IDU's Director dated December 16, 2002, which sets out the principles and procedures governing land acquisition, resettlement, compensation and rehabilitation of Affected Persons, as well as administrative, reporting and monitoring arrangements to ensure compliance with said plan, as such plan may be revised from time to time with the agreement of the Bank;

ARTICLE III EXECUTION OF THE PROJECT / Section 3.01.

Section 3.01. (a) The Borrower declares its commitment to the objectives of the Project, as set forth in Schedule 2 to this Agreement, and, to this end, shall:

(iii) cause IDU to carry out Parts A.1, A.2, A.3, B.4, and B.7 of the Project with due diligence and efficiency and in conformity with appropriate administrative, engineering, environmental, financial, managerial, resettlement, social, technical and urban practices, and shall take or cause to be taken all action, including the provision of funds, facilities, services and other resources, necessary or appropriate to enable IDU to carry out Parts A.1, A.2, A.3, B.4, and B.7 of the Project and shall not take or permit to be taken any action which would prevent or interfere with the carrying out of such Parts of the Project by IDU

Section 3.09. The Borrower shall:

(d) With regard to Part A.1 of the Project, cause IDU to carry out the RAP in a manner satisfactory to the Bank, designed to improve or at least maintain the living standards, income earning capacity and production levels of all Affected Persons.

2. We understand that the Bank has the following one political and procedures O.P. 4,12 Involuntary Resettlement.
3. Our rights are, keeping in mind the obligation of the application of the politics of resettlement of the Bank:
 - a. To be consulted on the alternatives offered among those that are counted alternative of possible economic resettlement and technically (required Measures 6 (to).(ii))
 - b. To be prompt provided and indeed of compensations that restore the losses completely of active attributable directly to the project. (Required measures 6 (c).(iii)).
 - c. To have support after the displacement during a period of reasonable transition, necessary to reestablish the sustenance and the conditions of life.
 - d. To you provided with attendance for the development, in addition to the compensations, as attendance for housing reinstatement, credit facilities, training or employment opportunities.
4. IDU presented in the month of December of 2002, the "CENSUS AND SOCIOECONOMIC DIAGNOSIS OF THE SOCIAL LOCATED UNITS IN THE REQUIRED PROPERTIES FOR THE ADAPTATION OF THE AVENUE IT GOES UP TO THE SYSTEM TRANSMILENIO. PLAN DE REASENTAMIENTO", document of public consultation that defines the way in that that entity puts under an obligation to carry out the resettlement plan that we understand should be good to complete the politics of the World Bank O.P. 4,12 Involuntary Resettlement.
5. The one mentioned document of IDU says that it is good for the Identification and Valuation of the impacts that are generated with occasion of the displacement and that it stops that it should elaborate the Plan of Social Management. The document establishes the commitment of IDU of reestablishing the socioeconomic (page 67) activities.
6. IDU puts under an obligation to carry out the resettlement plan that should be good to complete the politics of the World Bank O.P. 4,12 Involuntary Resettlement. The document of IDU says that they owe you:
 - o To identify and to mitigate the socioeconomic negative impacts that will face the social units for the displacement with occasion of the sale from the property to IDU.
 - o To design a Plan of Social Management that allows to assists the population's main necessities to transfer, according to the negative identified impacts.

It showed up serious situations in the content and later implementation of the CENSUS AND SOCIOECONOMIC DIAGNOSIS OF THE SOCIAL LOCATED UNITS IN THE REQUIRED PROPERTIES FOR THE ADAPTATION OF THE AVENUE it GOES UP TO THE SYSTEM TRANSMILENIO. RESETTLEMENT PLAN:

That was not completed drifted by IDU.

It hasn't established that the families with bigger adults were for that reason one of the most vulnerable, for that reason occurred many deaths; they were had by the forced transfer. IDU was only interested to demolish the houses to alone IDU.

It was not considered that the business that you/they stayed in the properties to the border the work and that they were not bought they were the most vulnerable and affected groups. The Plan that made IDU didn't consider for anything, any measure type, neither if he/she wants the economic (page 69) compensations they settled down. This compensations, arbitrarily settled down alone to the beneficiaries to those that the property will buy. Many businesses disappeared because this reason and more when the work almost takes a long time 4 years in being built and IDU doesn't make anything to mitigate the damages.

Measures didn't settle down so that the properties with partial affectation could reestablish the socioeconomic activities and compensations were not also given by the caused damages.

They didn't settle down they completed the minimum times so that IDU committed to pay the payments of the properties. They didn't settle down times for the payment of the compensations, being important so that the business restored the business. The amount of the compensations and the calculation mechanisms that were not transparent were all totally unjust ones. The times outlined for the payments of the properties were violated flatly and interests were never recognized it delays.

The responsibilities of IDU didn't settle down in the purchase and in the attendance of the businesses, so it was free at all.

Additional measures were not contemplated in the event of the non reestablishment of the initial conditions of the families and business for what supposes that the whole process was perfect, that which is a lie of IDU.

A serious evaluation of the reestablishment of the initial conditions was not made because for IDU all the people and business recovered its situation socioeconomic initial. For that reason the present complains about the families that represent a small sample of all the cases that you/they suffered serious violations.

The general objectives (page 2) defined by own IDU were not completed then of:

- To mitigate and to compensate the socioeconomic impacts caused by the purchase of the properties and the population's transfer.
- To offer the accompaniment partner - juridical during the whole process of acquisition of the reinstatement housings and of adaptation to the new environment in the population that requires it.
- To facilitate as minimum the reestablishment of the initial conditions of the Social Units.
- To guide and to support to the Social Units in the acquisition of the reinstatement housing and the reestablishment of the productive activities.
- To offer support and artificial, psychosocial, real estate and socioeconomic consultant ship during the whole process of acquisition of the properties and during the transfer to the new environment of the Social Units that you/they require it.

7. The Bank has violated its own politicians in the following way:

In virtue to the lost ones economic and social that we have lived throughout this process of purchase of the property or of construction of the road we have been seriously affected so much at level of health, of not being able to restore our business, of seeing insolent our families, of accepting with resignation the abrupt entrance of the project of IDU, that that in conclusion, he/she has become poor. In general we have not had the support and the economic attendance with which IDU committed with the Bank, to leave us like we were before this project.

The required measures have been violated, defined as long as the numeral politics objectives 2 at the 5, the numeral one 6 of the politics of the Bank 4,12 (involuntary resettlement). Also in what has been the eligibility of the numeral beneficiaries 14, 15 and 16, since many of us have not been recouped in our damages caused by the construction of Transmilenio.

8. We believe that our rights have been adversely affected as a result direct of the violation of the Bank. The damages that have been caused are:

a. Nelida Vargas

Calle 77^a 20 -15 Telephone: 5488551

My grandmother had arrived to the city toward the year 1935, where she built house and she decided to lift a family. The housing located in street 38#80-31, not alone it served as our home but rather it also allowed us to develop a shop of clothe making that my father mounted in 1972 and a parking business. To part of the family, they worked in way permanent 2 workers. The atmosphere of family and of work it was very good, although my father dies in the year 1987, situation that takes me to be to the front of my grandmother's care and the handling of the business.

But at the end of the year 2002 IDU informs us that they want to buy the property for the Transmilenio project. Without any kind of assistance we faced the situation. My grandmother that took 68 years living in the property opposed herself flatly manifesting that she would not support to change housing. She was sad, depressed and began to make sick in an immediate way until she died at 97 in December of 2003, death that we accuse of the transfer that one came and of which IDU never kept in our mind condition and especially never detected that the great one roots of my grandmother over the housing, would take it to the death.

Our tragedy didn't finish there. Unfortunately the desire of IDU to buy the property doesn't wait to that our family overcame the mourning that we lived, it was more important to demolish the house than any other thing. That same December, a purchase offer was made with an evaluation that corresponded unless the cadastral evaluation that practically it didn't allow us to buy a similar housing. In this process the business of makings was suspended and that of the parking and one had to leave without employment to two people that worked in the local, losing revenues approximately of a million eight hundred thousand pesos per month.

We resist to the offer of IDU but the lawyers of that entity threatened us with using the expropriation, that which was not exactly for the so low price of the evaluation. From half-filled of the year 2003, you began to demolish the properties, it began us to injure for access to the housing, the noise, the mud that surrounded us, but the worst thing was that they stole us in three occasions for criminals that took advantage of the situation, stealing you scheme, furniture and tackle, practice that I use IDU to force to sell people that didn't accept the evaluations or the compensations. Each robbery was more violent because they began forcing the door, later they knocked down it and lastly they broke the roof. The police recommended us to sell because the situation was very dangerous.

A lawyer of IDU explained to us that if the offer was signed and we surrendered quickly the property, we could have a compensation of more than 6 million pesos, and the World Bank payments were faster.

We didn't have more alternative than to sell, but he/she played me to assume all the steps of the papers, to go to the companies of public services so that they approved the step to complete the complicated requirements that IDU demanded us. I had to assume the costs of private surveillance so that the accountants were not stolen until their delivery to the companies of public services. One had a succession that I play us to solve quickly and alone because IDU for anything helps us. After everything we didn't have any alternative to consent to the delivery of the property, situation that we made almost immediately but IDU didn't correspond this, and it almost delayed a year and half in paying the first bill. Given the property, I received my sole part in May of 2005.

I had an apartment seen and almost clever to negotiate but one was not able to with that delay in the payments that he/she forced us to pay leases during that time apart from the first floor I mount of the evaluation, what took us to lose our condition of proprietors. The compensation that took a long time another year came out for so alone \$600.000. One didn't keep in mind the revenues of the business because it hasn't existed.

In the face of so much injustice I went many times to the offices IDU in Calle 22 #7^a and in the work, where they told me that one could not make anything. I was planning to begin a demand but a lawyer of IDU told me that he should not make it. We never had an honest assistance to avoid them to happen to us so many misfortunes that we didn't deserve after being so much time living and working calm. We take many years supporting the moral, economic losses and our grandmother's loss by reason of the work, things that the powerful or fortunate of the avenue didn't live.

b. Benito Eduardo López

Calle 79B 50 21 / 50 15 (previous address Calle 80 #38 21) Telephone 3114548/9384

I'm the proprietor of a warehouse of furniture in the area with great trajectory and tradition in the city. With the announcement in the year 2003 of the construction of the Avenue Ascend to convert it to the system transmilenio, we think all the merchants and families of the sector will bring us benefits but it has brought us losses.

By the middle of that year, I realized the construction from a bridge to the front of the business of which we were never presented the design. Already to final the excavations began that practically frightened us the since clientele it was demolished the constructions of the front and you disappeared the wide road that allowed the access to the business.

From that date to the present time that is to say four years the sales diminished in 70%. We were not recouped or compensated hence as the other ones, to weigh that the plan of IDU mentions that they are paid to those affected. The building collapsed of a side due to the excavations of the work, presented damages in the interior that the engineers of the work didn't repair.

Today you cannot park, it's very important for the sale of a business of furniture, the bollards and the road that it serves to the particular car and not to our business like we had it before. During the construction of the area our recommendations were not accepted. I believe that in these circumstances difficultly can stay the business.

c. Liliana Margarita Torres (Muebles La España)

Calle 79B #50 27 Telephone 2404520/2408593

I am the owner of a traditional business of furniture. I realized that once they began the steps and later on the excavations, demolitions, etc. for the adaptation of the Avenue Goes up to the system Transmilenio in the year

2003. The revenues of the sales diminished in 80% for the access lack and visibility due to the green canvases, to the mud, to the exit and trucks entrance. It took place a deterioration and damage of furniture because of the powder generated in the works, losses so much in design and time in the arrangement and maintenance of the same ones. To part also of the debts that I have acquired to sustain the business, all that, it has caused uncertainty and it has put in risk the well-being of my family.

To today, the situation has not improved then we don't have a road that provides in a given moment the one it loads and discharge of since goods we have a road that is full with bollards and with an exclusive space for the traffic of vehicles, unmotivated this way the flow of clients. That if one keeps in mind that he/she had vehicular access and parking to the Warehouse and the cellar.

On the other hand, the environmental part has not improved the scents then they are nauseous for a well of waters of rains that combined with black waters that it is in the sidewalk, proliferation of insects and rodents. In short, a series of situations that you/they were not had before and that they transformed into damages that were not recognized by IDU, in spite of requesting visits to the establishment, of carrying out petitions to solve the inconveniences, in several opportunities where they always washed his hands and they responded with evasive and with answers that they didn't have resources dedicated for these things, and being always in the same ones in spite of having tests like pictures, videos and letters (petitions) and where the shortage of resources cannot intervene a direct demand to give green light and to recoup a little the violations caused by IDU and its contractors.

d. Alcira Morales de Guerrero

Calle 79B #50 27 Telephone 2404520/2408593

I'm the owner of this property. This is my third affectation for the transmilenio. In the 80 Avenue It was bought the property and for the Suba Avenue too. In the property in that I am at the moment and that it corresponds to the signal address it was not affected for partial purchase but the situation of the construction of the bridge altered the condition of the building because it has been suffered of sinkings of the construction, the doors have been taken down, the windows broken frequently and the walls are cracked; what has not been answered to IDU. I had two entrances for vehicles to the cellars, which were replaced by bollards. The retirement of the parking area and the difficult access to the front of the construction, it has taken to that two years ago that two lessees returned me two locals in lease that they generated me rent. During the whole construction of the area, the rent that generated was diminished by the almost total closing that caused the work to the business that they used the locals. The devaluation of the building with the transmilenio cannot refuse.

e. Oscar Mauricio Guerrero (Compraventa La España)
Calle 79B 50 -27. Local 2 Telephone: 2404520

I'm the owner of a sale and purchase business. I take 30 years in the sector and in the property living and working with my family. We suffer the same affectation that the partners of the area suffered. To begin the work of the bridge by the middle of the year 2003, we never think that we will suffer so much.

The blockade of the area, the visual obstruction, the contamination, the garbage, the presence of robberies for the confinement with green cloths, the presence of indigent that you/they occupied for a lot of time the demolished properties, all those things tossed to the floor the grant of loans, in consequence the revenues and the utilities that left me practically in the crash, situation that took me to a personal and family very difficult situation for that he/she could not respond as lessee and as merchant. The delay in the civil work extended us the situation without receiving information some in this respect.

In the superior part of the building we live, and I left my automobile inside the parking of the same one but this right got lost when it passed the work's IDU closed us the entrance building a run rowlock and bollards. At the present time, I owe park the car, paying a lot in this process.

For all those situations, it was written several times to IDU, I also made a petition right but I didn't obtain solution some to all those problems. For near 4 years, I have had to assume the losses caused by the work. In the June of 2006, I wrote to IDU so that it recognized an economic compensation for the caused damages but they responded me that they didn't have money for it. Several times I went to IDU to Social Management Area to see if they will help me in my case but they told me that one could not make anything.

f. Freddy Beltrán Rodríguez
Calle 57 #94A 15 (before Cra. 39 #93- 15)
Telephone: 6362687

Since 1992, I was the owner of a business of sale of paintings as a lessee. This business given to stay to me and 3 workers that you/they worked in the local. From the beginning of the construction in the year 2003, the sales left to the floor and one didn't have another thing that to consent to the compensation that IDU paid me, which uses to pay the late leases, because I am paid six months later, with that I lost a 11 year-old business. I didn't have another alternative that to provisionally use me, while he/she thought that he/she would find another opportunity in the life but the situation was very different, because to mount a new business is impossible for me for the costs and the impossible thing of finding a good one more when the area is complicated by the closings of roads. Now, I am employee working in a local of sale of paintings.

g. Cecilia Molina Moros

Diagonal 115 A #70B 24

Telephone 2533775

I'm the owner of a house that we acquire new with my husband, which died when it was very young. Most of the revenues to subsist come from the lease of two bedrooms and the lease of two parking zones, a small part comes from what I can sell in the crafts and paintings that I can make. My uneasiness began in the year of 2003, when IDU bought my neighbor's house, they demolished it and to make a road curve for cars inside a residential traditional area that cut the block for the half to take for the street 116, curve that one could and one can make 5 you houses below in a existing street with two sides. The affectation was carried out without having the reservation vial before buying the properties. With the purchase of my neighbor's house I lost my only and great company.

From that time, I have been disquieted with the entrance and taking of measures of my house, of receiving information that they will buy the property, of receiving information that they will affect me a piece. This has gotten sick, I have fallen of the stairways in tree occasions and recently I have tripped me and fallen to the floor.

The last thing that I knew, is that IDU will buy the piece where tow parking sides exist in my house, so that the cars can rotate with more speed. With that I'll lose a rent that is good me to subsist peacefully, contrary to what the engineers think.

I feel very sad that it can lose the space that we build with my husband in spite of their absence and of which serves me to live worthily. I am sleepy constant that they come to take me out of the house. To my 77 years it didn't consider fair that I am subjected to so much uncertainty. Some days they come to say that if or others that nr. Several people of the third age have already died for blame of that project and I don't want to be another.

h. Familia Luna. Mariana Luna.

Transversal 60 No 104-94 (Partial affectation)

Telephone: 271 6311

In December 5 of 2003, IDU elaborates a topographical registration of the facade of the property in mention, being occupied by the tenants, since it was about a property that consisted of 3 locals in the first floor, and 7 offices in the 2 floor. That is to say the property was completely busy, under very good conditions, generating rent and located in a sector of commercial use and enviable localization.

December 9th ,2003, my parents who are the proprietors received the Offer of Purchase (Resolution Not 9082 of October 6th 2003) since on the part of IDU it

had been affected Partially in form by the construction of the work Transmilenio – Suba Avenue.

The day December 16 the 2003, a document is sent to IDU with the purpose of that reconsiders the offered price, since it is about a property with excellent finishes, located in a commercial sector, rent generator; It also requested to notice a date of return of the property once they demolished it with the purpose of building the property again and this way to reestablish in the possible smallest time the rent that was stopped to receive, since it should be given had finished the lease contracts that were effective.

In the Year 2004, I should appear in person since of the matter in mention IDU it demanded to my Parents many requirements to give the property and I didn't see any support on the part of the entity for this negotiation.

They should give the unoccupied property, to retire public services and to negotiate before this entities the respective peace and salvos, besides gathering other documents, necessary for the moment of the signature of the Promise of Purchase-sale, the Writing and the payments that IDU should carry out them; task that became heavy and impossible of carrying out for two people of the third age that also that they were injured since its tranquility had been perturbed, its patrimony was affected, moral caused damages, health problems, and they didn't have the energy to carry out this marathon.

It is as well as I on one hand understanding each other with the Real estate one that administered the property so that it pressed the tenants to give the locals, (in some cases I should speak personally with the tenants), since otherwise has not been possible to give the property in the conventional date to the signature of the Promise of Sale and purchase and therefore to assume with sanctions and until the expropriation of the property; I should go time and again before the companies of public services so that they retired the services when the property was completely unoccupied and after a time to request the respective Peace and I Save, task that was quite annoying, and it tightens since he/she should be carried out at one time that it was already determined in the Promise of Sale.

October of the year 14 2004 my parents signed with IDU the Promise of Purchase-sale, where they should be welcomed to the form of payment 60%-20% - 20%, since to the date it had not been possible to vacate one of the locals, and therefore they could not apply to it formulates it 80% - 20% since (the which the less traumatic one was and it facilitated the reinstatement of the property) of having him fact they could not have fulfilled all that demanded by IDU for the delivery of the property, and have been penalized.

January 14 the 2005 surrendered the property to IDU; At this time I believed that in spite of not having been canceled on the part of IDU but 60% of the value of the property, we came closer finally of this Calvary and therefore they would demolish the property, and they would return my parents the lot, to more to take in 45 days, and I could be devoted this way to it with respect to

the construction of the property for this way to reestablish the rent that point my parents needed and of which you/they no longer enjoyed for several months.

Unfortunately this you collapses when I went in May from the 2005 to the Curaduria Urbana 4 (land audit) and when requesting the norm of the Sector they informed me that in spite of having a square, alone lot of 163.75 squared meters, I only could carry out a construction of 3 bottom meters for 13 front meters, it was this way when I sent a letter to IDU - Dr. Luis Carlos Zamora Reyes, technical Director of Properties, informing the situation and requesting that our case was exposed before Planeacion Distrital (Public Land Planning Entity) so that flexibility was given to Norma, since the property had been affected by the work of Transmilenio; To the time to happen and not to have answer went in Julio from the 2005 to Defensoria del Pueblo (civil rights entity) and to Personeria Distrital (local entity that audit public officials decisions) exposing the situation with the purpose of obtaining solution in this respect.

Defensoria del Pueblo went to IDU and the Personeria Distrital with the purpose of that clarity was given to our situation; in October of the 2005 the Curaduria Urbana 4 respond that it is not possible to build in the residual lots of the public works, until so much IDU and Planeacion Distrital don't reach an agreement on the treatment of the norm in these sectors therefore it was not possible to send construction licenses since it would be outside of the norm.

IDU responded to the Defensoria del Pueblo that it was not competition of them to give flexibility to the norm but that it would treat the matter with Planeacion Distrital, being that it was responsibility inside the Resettlement Plan to give the conditions that was necessary to restore the socioeconomic conditions of us.

Before the sad and dangerous IDU's answers and the Curaduria, there wasn't any other remedy that to wait, as if has no longer waited enough and it was not of for half the well-being of two grown-ups and mine.

In the 2006 I went to the Curaduria Urbana 5 with the hope that the norm has already been modified and it was flexible in these punctual cases, but unfortunately I realized that it continued equally; therefore, I returned to go to Planeacion Distrital without finding answer some.

For the time being I will continue knocking on doors, and I will prefer the resources that are necessary to give solution to this problem generated by IDU where this entity responds for the moral, economic damages and of health that you/they have caused us to my parents and my since all this he/she has made that he/she has had to leave my labor commitments from the 2004 when I was forced to surrender to this work since it was of for half the integrity of my Parents.

As if it was little all the previously exposed one, I have been in this long road other inconveniences as it has been:

When the work of the Avenue Suba was building, I should fight with the Contractors in charge of the work Transmilenio in the sector, since they considered the property like place of material storage, garbage dispose, debris therefore had to send letters time and again requesting them to vacate me the lot; so much so went to Personeria, Defensoria del Pueblo, IDU's information in the zone so that they collaborated me, finally I fenced the lot, and in spite of having been fenced it has been knocked down in 3 opportunities; nowadays I have an enclosure that has been weakened by the community, and I should support that constantly people deposit garbage and construction debris there, carry out graffiti's in the walls and also make there the physiologic necessities, and this without having the expenses that you/he/she has generated me to make the enclosure in the three opportunities and to clean the lot.

To process the non-affectation (desenglobe) of the property in Cadaster Entity.

To gather the Documentation demanded to the signature of the sale Promise and it Notarizes, and to make pursuit of the respective steps so that the processes were less slow since they should not be signed alone for IDU but for the Contractor Transmilenio works, and to carry out the payments in the offices of Registration and Charity.

To continue canceling taxes as if it was about a fallow lot of it puts on weight in spite of having him/her exposed to Cadaster, and Secretary of Treasury the situation of the property where I have demonstrated them that if in the fallow lot it has not been built it has not been for that one has not wanted but because they have not allowed it to us and that this taking to the broken banking to my parents.

As if it was little all the above-mentioned my parents have been affected since never in their health by the situation that you/they are living, they imagined that to these heights of the life they would lose the property that allowed them to finance the expenses characteristic of the age and which had been built by my father with the savings of many years of honest work.

6. We believe that these facts that have damaged our lives are responsibility of the Bank.

7. We have made efforts to worry and to make know to the team of the Bank this situation, in the following way:

- Countless requirements were made IDU so that the situation was assisted and they offered us solutions.
- Personal many visits of us those were made affected IDU, so that they took the decisions that were pertinent.

- It was tried to make contact with officials of the Bank to transmit the nonconformities directly and to expose the critical situation of our families and business, but officials of IDU told us that it was not possible.
- In the year 2004 were listened that an area of inspection of the Bank existed to make this class of birdcalls, but the officials of IDU never informed us as consenting to the same one.

8. Many of us receive incomplete and excessively late answers on the part of IDU that created us bigger uncertainties in many cases. We are sure that the answers of IDU have not been satisfactory because: They were not aware of the damages and they were unable and incompetent in taking the measures to reestablish what themselves had taken off.

- They sent us to understand each other with other entities or companies of Bogotá so that they solved us our serious situations.
- They told us personally many things, in almost all the cases that we wait that he/she will get ready the situation.
- They paid us economic compensations that didn't reach for anything.
- We had to accept some the evaluations of IDU that were imposed to the force and they had us consideration to assist our orders of justice.

Most of we have not taken additional measures as demands to begin IDU because we don't know the instances and we don't have to pay lawyers that could have gotten us to recoup the damages seriously and not to wait to the inability and wickedness of IDU that it is of an administration that helps only the poor's, and in this they have left us.

We believe that all the actions up signal they are contrary to the resettlement polity of the World Bank OP 4.12, affecting our rights and interests adversely and we require of the Panel to recommend to the Executive Directory of the Bank that an investigation is carried out with the purpose of solving the problem.

As it is recommended in their Operative Processes, this Application for Inspection is a summary. We can provide you more details. The correspondence that is voluminous and other evidence of these cases is available in each one of the families or mentioned businesses.

Annexes: [No]

We authorize to make this public information: [Yes]

FOR PERSEVERANCE OF THE PREVIOUS one it is SIGNED BY PEOPLE AFFECTED:

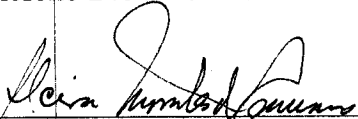
PARA CONSTANCIA DE LOS ANTERIOR SE FIRMA POR LOS PERSONAS
AFECTADAS CON FECHA OCTUBRE 1 DE 2007:



Benito Eduardo Lopez
Calle 79B 50 21 / 50 15
Teléfono 3114548 / 9384



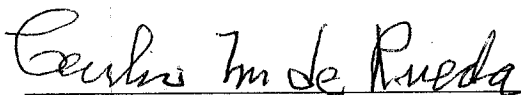
Liliana Margarita Torres
Calle 79B #50 27
Teléfono 2404520/2408593



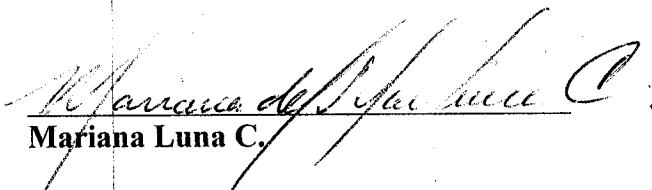
Alcira Morales de Guerrero
Calle 79B #50 27 e.e. 41'370.726
Teléfono 2404520/2408593



Freddy Beltrán Rodríguez
Carrera 57 #94A 15
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