

# Draft Social Safeguards Compliance Audit Report and Corrective Action Plan

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October 2016

## INO: Muara Laboh Geothermal Power Project

Prepared by Mott MacDonald for PT Supreme Energy Muara Laboh (PT SEML)

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Muara Laboh Geothermal Power Project

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## Issue and revision record

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# Executive summary

## Introduction

A social compliance audit has been undertaken of the Muara Laboh geothermal power project (the Project), which is located in West Sumatra Province, Indonesia. The Project is being developed by PT. Supreme Energy Muara Laboh (SEML), with finance sought from investors including Asian Development Bank (ADB). The Project is expected to reach financial close in October 2016. Engineering procurement and construction (EPC) and development drilling is scheduled to commence in December 2016 with physical construction expected in early 2017 and commercial operation by April 2019.

The Project has a draft environmental, social and health impact assessment (ESHIA) and an approved national environmental impact assessment (AMDAL) and environmental management plan (EMP, known as a RKL-RPL in Indonesia).

This report presents the findings of the social compliance audit with the aim to confirm the adequacy of the Project against ADB Safeguard Policy Statement (SPS) 2009 and SPS Safeguard Requirements 2 and 3 (Involuntary Resettlement and Indigenous Peoples).

The audit was based on site visits and consultations with affected persons; and, review of a sample of signed and notarized land agreements and verification of land acquisition records maintained by SEML, including the cash compensation receipts signed by the affected households and bank account details of the affected persons.

## Social Safeguards Compliance Audit Findings

The audit has found that there will be no impacts on land and assets belonging to titleholders. All land required for the project has been obtained from 221 non titled users of the land, through negotiated settlement. From the audit we conclude that the project-affected households have been fully compensated based on the negotiated rates, and no outstanding grievances related to land procurement and compensation exist. The audit recommended the need for a comprehensive baseline socio-economic survey profiling the 221 households and the assessment of vulnerabilities.

The 221 households affected due to the land procurement, mostly belong to Minang ethnic group. The locally affected Minang people are considered to meet some of the ADB criteria for indigenous peoples, namely they self-identify, they have a distinct language, and they have some traditional or Adat representatives within the community. The audit confirms that SEML has carried out consultations with the representatives of traditional institutions, village representatives. The Project has clearance from the National Land Agency that lands in the project area are state controlled and categorized as free lands and does not form part of any traditional lands or lands with customary rights.

The households using the project area for cultivation purposes moved into the area after the closure of operations of the tea plantations in the late 1990s. The affected households do not maintain collective attachments or claim the project area as their ancestral territories, and do not qualify to be considered as a distinct, vulnerable, social and cultural group. The need to obtain broad community support of affected Minang people is not triggered. The social compliance audit confirmed that the consultations were conducted in a culturally appropriate manner (using both Bahasa Indonesia and the Minang dialect) and with facilitators from the Minang community. The audit findings confirm that impacts on the affected households are limited, due to the high compensation amounts received and the opportunities for



investment in replacement lands and businesses, apart from opportunities for livelihood improvement and skill development through the Project's Integrated Social Development Program (ISDP).

Table ES1 below presents a summary of the overall compliance audit findings against each component of Safeguard Requirements 2 (Involuntary Resettlement) and 3 (Indigenous Peoples). In the cases of non-compliance it is thought that these can be addressed through the corrective actions proposed in the following section.

**Table ES1: Summary of compliance audit findings**

ADB Safeguard Requirement	Compliance	Comment
<b>ADB Safeguard Requirement 2: Involuntary Resettlement</b>		
1. Resettlement Impact	Compliance	Involuntary resettlement impacts have been avoided in the project. All lands have been procured through negotiated settlements at replacement costs or higher.
2. Explore Alternatives	Compliance	No comment
3. Conduct detailed socio-economic surveys	Partial-compliance	While detailed land measurements surveys and inventory of the affected households and assets was part of the land procurement process of SEMML, a detailed socio-economic profile of the affected households was not carried out. However the socioeconomic profile survey of the affected households and vulnerability needs assessment described in row 6 below is expected to address any apparent impacts on livelihoods due to the project and inform appropriate livelihood improvement measures.
4. Meaningful Consultation	Compliance	No comment
5. Grievance Redress Mechanism	Compliance	No comment
6. Improve or Restore Livelihoods	Partial-compliance	SEML to undertake a socioeconomic profile survey of the affected households and vulnerability needs assessment. Though not expected, if livelihood impacts are identified, livelihood and skills development opportunities identified in consultation with the affected persons are to be included in the Integrated Social Development Programme (ISDP) being implemented by SEMML through their existing CSR programme.
7. Land-based Resettlement Strategy	Not Applicable	Not Applicable
8. Replacement Cost Compensation	Compliance	No comment
9. Relocation Assistance	Not Applicable	Not Applicable
10. Support for Landless	Compliance	No comment
11. Disclose Resettlement Plan	Compliance	No comment
12. Resettlement as Part of Development	Compliance	No comment
13. Compensation Pay	Compliance	No comment
14. Monitor Outcomes and Impact	Compliance	Any livelihood restoration will be monitored through the ISDP monitoring processes.
<b>ADB Safeguard Requirement 3: Indigenous Peoples</b>		
1. Screen Indigenous Presence and Impact	Compliance	No comment
2. Culturally Appropriate, Gender Sensitive Impact Assessment	Compliance	SEML, in its socialization and land procurement process, has carried out consultations with the Minang communities, the traditional institutions. The ISDP seeks to identify potentially vulnerable groups within the Minang population, and if identified, consideration be given to specific mitigation and benefit sharing measures



ADB Safeguard Requirement	Compliance	Comment
<b>ADB Safeguard Requirement 2: Involuntary Resettlement</b>		
		for them, including more detail on the skills development and employment opportunities targeted to the local people.
3. Meaningful Consultations	Compliance	Consultations with the communities to be continued through the construction and operational phases of the Project. The Stakeholder engagement Plan requires continuous consultations with stakeholders
4. Ensure Consent	Not Applicable	Not Applicable
5. Avoid Displacement and Restricted Access of Protected Areas	Not Applicable	Not Applicable
6. Prepare Indigenous Peoples Plan (IPP)	Not Applicable	Not Applicable
7. Disclose Draft IPP	Not Applicable	Not Applicable
8. Monitor IPP Implementation	Not Applicable	IP development, livelihood and benefit sharing measures implemented through the ISDP will be monitored through implementation of ISDP monitoring processes

In conclusion, none of the 221 non titled land users have been removed forcibly, and SEMML has carried out consultations with the affected persons and have arrived at the negotiated compensation for the land and assets. The compensation paid for the lands are significantly higher than the government rates for land purchase and the market prices for equivalent lands in the region. There is a grievance mechanism available on ground, and there are no outstanding grievances, related to compensation and assistance associated with the land procurement till date.

The land acquisition for the transmission line will be carried out by PLN. While SEMML has no direct control over PLN's land acquisition procedures, SEMML informed the audit team about its ongoing discussions with PLN to adopt the same compensation practices and approaches to negotiated settlements for the lands to be procured for siting the transmission towers. Appendix A. on Documentation of Land Procurement Process for the Project includes Land Procurement & Certification guidelines – SEMML (Appendix 7).

The information furnished by SEMML substantiates the ADB requirements for negotiated settlements. There is a need to assess and address livelihood impacts on the 221 non-titled affected users of the land for the following reasons:

1. The absence of a comprehensive baseline socio-economic survey profiling the 221 households and the lack of assessment of vulnerabilities and any livelihood impacts
2. The absence of any analysis from SEMML on the utilisation of compensation amounts, and likely livelihood impacts

## Corrective Actions

The audit recommends the need for a comprehensive baseline socio-economic survey profiling the 221 households and the assessment of vulnerabilities. Based on the audit recommendations, SEMML commits to carry out socio-economic surveys and assessment of vulnerabilities, carry out targeted consultations and stakeholder engagement, and prioritize vulnerable affected households for employment and opportunities as part of ISDP implementation.

The implementation of the provisions of SEMML's Land Procurement & Certification guidelines by PLN for the land acquisition for the transmission line will be assessed by SEMML. SEMML has committed to carrying



out a baseline socio-economic survey of these households impacted due to the transmission line and towers land acquisition, identify any gaps in compensation standards in relation to the process adopted by SEML for the project site, identify any vulnerability and prioritize vulnerable affected households for employment and opportunities as part of ISDP implementation.

#### Summary of corrective actions

Corrective action	Deliverable / KPI	Responsibility	Timeline to resolve	Estimated budget (USD)
CA1: Socioeconomic survey of 221 affected households and vulnerability assessment	Socioeconomic profile of the affected households Vulnerability/needs assessment Livelihood and skill development opportunities identified in consultation with the affected person Included in the ISDP	SEML	March 2017	<\$20,000
	Implement livelihood and skill development activities to the identified households as part of ISDP	SEML	Through construction and operations	To be part of the ISDP budget. If additional required, <\$100,000 maximum
	Continued consultation with the identified vulnerable households, representatives of the traditional institutions and local governments.	SEML	Through construction and operations	<\$10,000
CA2: Land procurement for transmission line	Work closely with PLN during the land procurement process, and provide support to PLN in social mobilization and implementation of the provisions of the Land Procurement & Certification guidelines of SEML	SEML	Likely in 2017	<\$5,000
	Carry out socio-economic surveys of the affected households and include the vulnerable households as part of the ISDP for livelihood and skill development opportunities.	SEML	Through construction and operations	<\$20,000



# 1 Introduction

## 1.1 Overview

PT. Supreme Energy Muara Laboh (SEML), a company owned by Supreme Energy, Engie Energy Asia Co., Ltd and Sumimoto Corporation (the Sponsors), is developing the Muara Laboh geothermal power project of approximately net 80 MW, located in West Sumatra Province, Republic of Indonesia (hereafter referred to as the Project).

The Sponsors are seeking finance for the construction and operation of the Project from investors including Asian Development Bank (ADB).

In order to meet the requirements of ADB Safeguard Policy Statement (SPS) 2009, a stand-alone audit of compliance with SPS Safeguard Requirements (SR) 2 (Involuntary Resettlement) and 3 (Indigenous Peoples), must be disclosed on ADB's website alongside social documentation. This report presents the findings of the social compliance audit with the aim to review the adequacy of the Project against ADB's requirements.

## 1.2 Objectives

The objectives of this social compliance audit are to:

- Review social compliance of the Project against ADB SR 2 (Involuntary Resettlement) and 3 (Indigenous Peoples).
- Propose a corrective action plan (CAP) that sets out the actions that the Project needs to implement in order to achieve compliance with ADB SR 2 and 3.

## 1.3 Scope

The scope of the social compliance audit comprises the existing and future facilities outlined in the following section, including associated facilities, and all relevant technical and social reports, policies and studies. Full details of the Project components included in the scope of the audit are provided in Table 1.1.

The audit was conducted between May and October 2016 and involved desk based review of documentation, a site visit, and follow up discussions with SEML. The findings of the audit rely on the data included in the report entitled Documentation of Land Procurement Process for the Project, most recently re-issued by SEML in September 2016, as presented in Appendix A, which summarises SEML's land procurement process and project grievance redress mechanism.

A detailed list of the other key documents reviewed to inform this audit is provided in Appendix B.



## **1.4 Project description**

The following subsections present a description of the Project's location, components and status. The scope of this social compliance audit includes existing and future components of the Project, including associated facilities.

Details of project participants and a review of safety health and environment (SHE) capacity at SEML are also provided.

### **1.4.1 Project location**

The Project is located approximately 150km south east of Padang in the Solok Selatan Regency, West Sumatra Province, Indonesia. The Project's location is presented in Figure 1.1.

The Project area of approximately 140 hectares lies within the Liki Pinangawan Muaralaboh Geothermal Working Area (WKP), which is situated along the trend of the Great Sumatran Fault that runs parallel to the southwestern coast of Sumatra.

The Project is located in the Barisan Mountain range (Bukit Barisan) at an altitude of approximately 1500 metres above sea level. The climate of this region is characterised by relatively heavy rainfall throughout the year and the local area is prone to landslides during periods of heavy rain. The Project is located in land that was previously used as a tea plantation and is adjacent to the Kerinci Seblat National Park (Taman Nasional Kerinci Seblat, TNKS) which is a UNESCO world heritage site. Existing monitoring data for the site indicates that baseline air quality, water quality and noise levels are good as would be expected in an area with little industry and pollution sources.

There are several small settlements (Jorong) in the vicinity of the project site: Pinang Awan, Taratak Tinggi, Kampung Baru and Pekonina. Although residential areas are all more than 1.5km from the power plant and production wellpad area, other project infrastructure such as reinjection wellpads and access roads are located in close proximity to local communities, as shown in Table 1.1.

### **1.4.2 Project components and status**

#### **1.4.2.1 Existing facilities**

In March 2012, construction of access roads, wellpads, water supply system, and supporting infrastructure for drilling commenced. Six wellpads and associated access roads have been constructed: ML-A, -B, -C, -D, -E and -H. Following the completion of the access roads and wellpads, SEML started the exploration drilling which was completed in September 2013. To date, SEML has drilled six full-diameter exploration wells at Muara Laboh: ML-A1, -B1, -C1, -E1, -H1, and -H2. Associated facilities including the admin complex, staff accommodation, water intakes, temporary water supply pipelines, yard and workshop areas and security posts have also been constructed.



The power plant is expected to have a generation output of approximately 80MW net.

#### 1.4.2.2 Future facilities

We understand SEML intend to construct one new wellpad (ML-F) and associated access road. The power plant and associated generating equipment will also be constructed along with the pipelines, scrubbers, separators and additional water intakes. Eleven new wells are proposed to be drilled across six wellpads, plus an additional two contingency wells if required. The wellheads, together with the proposed pipelines, separators and other associated infrastructure will form the Steamfield Above Ground System (SAGS). All lands for these facilities have been acquired by SEML.

PT Perusahaan Listrik Negara (PLN) (the Indonesian state-owned electricity company) is responsible for building the transmission infrastructure for the Project; the interface between PLN and SEML's responsibilities is the power plant switchyard. Details of the transmission line route have not been confirmed by PLN, although the current proposal is to construct a new substation (Batang Sangir) on SEML land approximately 3.2km from the power plant. PLN will construct a new 150kV transmission line from the switchyard to this substation; the substation would also provide connection for a separate local hydroelectric project and potentially other power generation facilities in the local area. The 3.2km 150kV transmission line from the power plant switchyard to the Batang Sangir substation is considered an 'associated facility'.

Assurance of social compliance of the transmission line development is the responsibility of SEML and PLN. SEML's role is to help PLN to procure the land for only 3.2 km transmission line from the Project power plant to Batang Sangir substations. The SEML and PLN team have identified 14 tower footprint locations as follows:

- 1 (one) tower will be located on lands belonging to the local government
- 2 (two) towers will be located on SEML's land
- 11 (eleven) towers will be located on state controlled lands categorized as free lands (part of the erstwhile land for tea plantations, and have been informally used for cultivation purposes).

The land procurement for the transmission line will be carried out by PLN. While SEML has no direct control over PLN's land acquisition procedures, SEML has committed to working closely with PLN and providing support on ground to take forward the same compensation practices and approach to negotiated settlements for the lands to be procured for siting the transmission towers, as documented in SEML's Land Procurement & Certification guidelines. All lands for the transmission line are expected to be acquired through negotiated settlement and there will be no physical resettlement resulting from construction at these locations.

#### 1.4.2.3 Project timeframe

The Sponsors intend to reach Financial Close for the Project in October 2016. Engineering procurement and construction (EPC) and development drilling is scheduled to commence in December 2016 with physical construction expected in early 2017 and commercial operation by April 2019.



#### 1.4.2.4 Project Definition

For the purposes of this audit, the Project is defined as the power plant, existing and proposed wellpads and wells, SAGS, switchyard and associated transmission connections to the power plant, access roads, 3.2km transmission line from the SEML switchyard to the local substation, site buildings and water intakes. Project components and their current status are summarised in Table 1.1. The Project layout is presented in Figure 1.1.



Table 1.1: Project components and status

Component	Description	Jorong location	Distance of Jorong from wellpad (±km)	Land area required (ha)	No. landowners affected	Land already acquired?	Construction complete?
<b>Wellpads and associated access roads</b>							
Wellpad A	Production wellpad. Well ML-A1 (production) already drilled. 4 new wells to be drilled: ML-A2, ML-A3, ML-A4 and ML-A5	Pinang Awan	4	3 ha	2	Yes	Wellpad: Yes Drilling: No
Wellpad H	Production and reinjection wellpad. Well ML-H1 (production) and ML-H2 (reinjection) drilled. 4 new wells to be drilled: ML-H3, ML-H4, ML-H5 and ML-H6	Pinang Awan	4.5	3.2 ha	1	Yes	Wellpad: Yes Drilling: No
Wellpad F	Proposed additional production wellpad. 1 new contingency production well proposed (if required): ML-F1	Pinang Awan	3.5	4.7 ha	4	Yes	No
Wellpad C	Unproductive well, also not suitable for reinjection. Used for storage of drilling cuttings. No further wells to be drilled.	Taratak Tinngi & Kampung Baru	3	2.6 ha	16	Yes	Yes
Wellpad E	Reinjection wellpad. Well ML-E1 (reinjection) already drilled. No further wells to be drilled.	Pinang Awan	2.5	3.3 ha	4	Yes	Yes
Wellpad D	Reinjection wellpad. No wells drilled to date. 3 new reinjection wells to be drilled (ML-D1, ML-D2 and ML-D3) and 1 contingency reinjection well, if required (ML-D4)	Pinang Awan	2.5	2.5 ha	5	Yes	Wellpad: Yes Drilling: No
Wellpad B	Reinjection wellpad. Well ML-B1 (reinjection) already drilled. No further wells to be drilled.	Kampung Baru	4	5.4 ha	2	Yes	Yes
Access roads	Construction of new access roads and expansion of existing public roads	Pekonina, Kampung Baru, Taratak Tinggi & Pinang Awan	1-4	21.5 ha	39	Yes	Complete except Wellpad F access
<b>Pipelines</b>							
Steam pipelines	10km of SAGs pipelines to be constructed in total.	Pinang Awan & Kampung Baru	4 - 5	7.2 ha	45	Yes	No



Component	Description	Jorong location	Distance of Jorong from wellpad (±km)	Land area required (ha)	No. landowners affected	Land already acquired?	Construction complete?
Brine pipeline			2.5 - 4			Yes	No
Condensate pipeline			4 - 5			Yes	No
Water supply pipeline	Temporary installation in place currently. Water supply pipelines to be upgraded as part of Project.	Pinang Awan, Kampung Baru & Taratak Tinggi	1-5	0.83 ha	12	Yes	Temporary only
<b>Power plant and transmission infrastructure</b>							
Generating equipment	1 x 80MW Dual Flash Condensing Turbine	Pinang Awan	4	4 ha	4	Yes	No
Cooling towers	Six cooling towers		4				No
Switchyard	To be constructed at the power plant site		4				No
Transmission line	150kV 3.2km transmission line from power plant switchyard to local substation (to be constructed by PLN under the PPA)	Pekonina, Kampung Baru & Pinang Awan	2-4	Approx. 0.3 ha	To be identified by PLN, supported by SEML		No
<b>Associated infrastructure</b>							
Separators (x2), steam vent station, scrubber station	Locations to be determined	Pinang Awan	4	0.5 ha	4	Yes	No
Water intake 1	Existing water intake for drilling water	Pinang Awan	6	Approx. <0.5ha	9	Yes	Yes
Water intake 2		Pinang Awan	5	Approx. <0.5ha	1	Yes	Yes
Water intake 4a	Existing water intake for admin complex	Kampung Baru	2	Approx. <0.5ha	1	Yes	Yes
Water intake 4b		Kampung Baru	2	Approx. <0.5ha	1	Yes	Yes
Water intake 3b	New water intake to supply drilling water to wellpad F	Pinang Awan	2	Approx. <0.5ha	Temporary intake (no land acquisition)	N/A	No
Water intake		Pinang Awan	3.5	Not Applicable	Not Applicable	Yes	No



## Social Safeguards Compliance Audit Report

Muara Laboh Geothermal Power Project

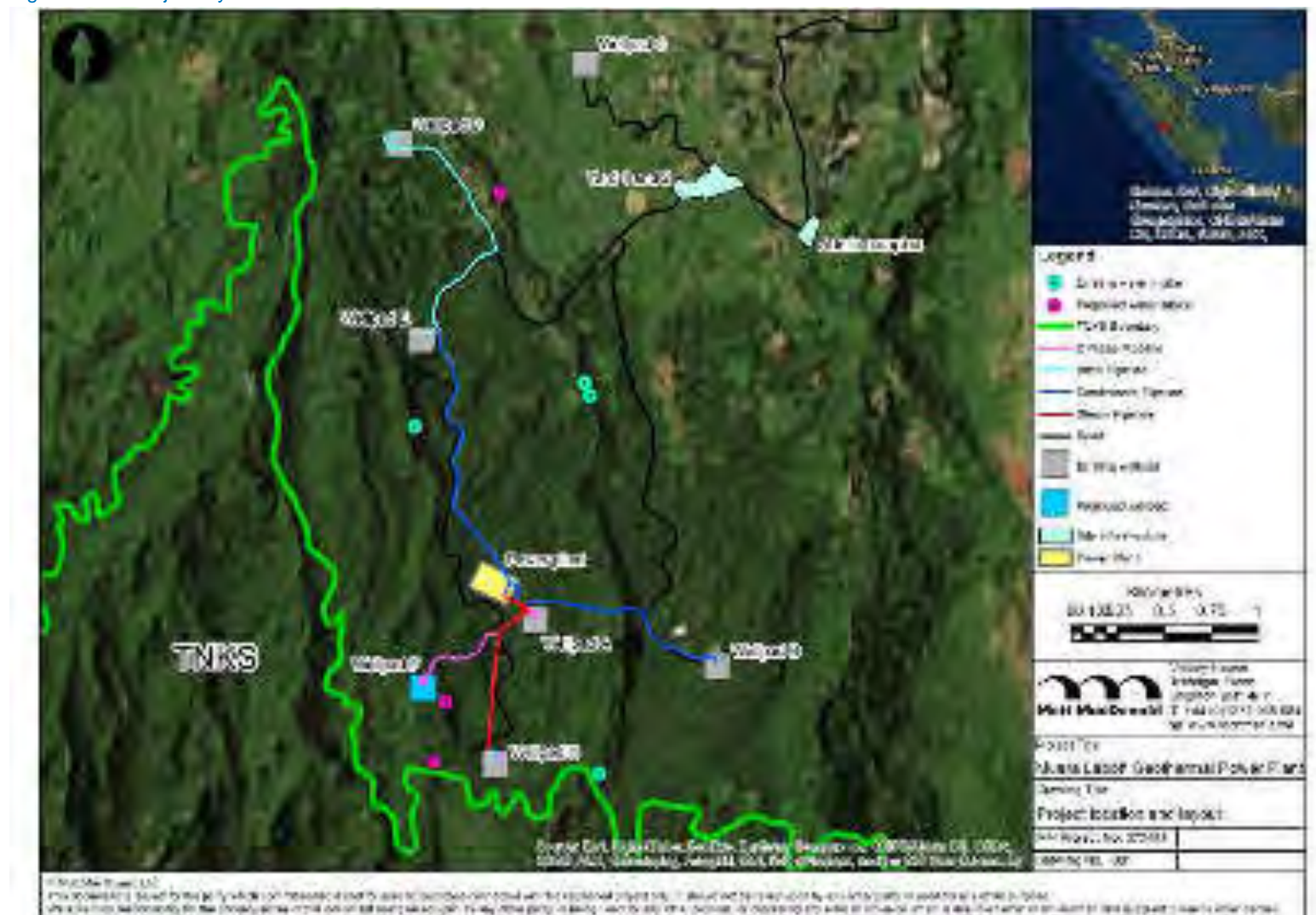


Component	Description	Jorong location	Distance of Jorong from wellpad (±km)	Land area required (ha)	No. landowners affected	Land already acquired?	Construction complete?
5				(included in wellpad F footprint)	(included in wellpad F footprint)		
Water intake 6	New water intake to supply drilling water to wellpad D	Pinang Awan	2.5	Not Applicable (included in wellpad D footprint)	Not Applicable (included in wellpad D footprint)	Yes	No
Admin complex	Offices, meetings rooms and staff accommodation.	Pekonina	3	0.9 ha	4	Yes	Yes
Yard 1	Contains water storage and treatment plant, fuel storage, nursery and workshop	Kampung Baru	2	0.9 ha	1	Yes	Yes
Yard 2	Contains explosive storage area and pipeline storage area	Kam	2	1.4 ha	3	Yes	Yes
Workers' accommodation camp ('Yard 3')	To be located in SEML owned land adjacent to Yard 1.	Pinang Awan	3	1.05 ha	1	Yes	No
<b>Total:</b>				<b>63.28 ha +</b>	<b>155 +</b>		

Source: Mott MacDonald, based on information provided by SEML



Figure 1.1: Project layout and location





### **1.4.3 Project participants**

The Contract for the Owner's Engineering Services was tendered and awarded to PT Sinclair Knight Mertz (SKM) in August 2013. In April 2016, the EPC Contract was awarded to a Consortium of Sumitomo Corporation and PT. Rekayasa Industri with a Guaranteed Net Dependable Capacity of 80,930 kW. SEML intends to manage the drilling activities itself using Conventional Drilling Management (CDM) method.

In terms of the Operation and Management (O&M) of the power plant, we understand that this will also be managed internally by SEML with personnel recruited from the energy industry (geothermal and thermal power generation and oil & gas industry) and trained by SEML. Only specific functions such as monitoring, inspection and facilities maintenance, well testing, geochemistry sampling and analyses, micro gravity and levelling surveys will be outsourced to external contractors.

### **1.4.4 SEML safety, health and environment resources**

The individual responsible for safety, health and environment (SHE) for the project is the SHE Manager who is based in Jakarta and is supported by a Safety and Health Engineer and two Environmental Engineers. This team is responsible for overseeing SHE at Supreme Energy's three geothermal sites in Sumatra: Muara Laboh, Rantau Dedap and Raja Basa.

SHE at the Project site is overseen by the Site Support Manager, who reports to the Muara Laboh project manager and Senior SHE Manager based in Jakarta. The Project site has a permanent SHE representative based at the site, who is supported by the Site Support Manager and the Senior SHE team in Jakarta. During drilling and construction, additional SHE members will be allocated to the site to provide additional support. SHE organograms describing roles and reporting structure for the team in Jakarta and the Project team have been provided for our review; this information is also presented in the Project ESHIA and is reproduced in Figure C.1 and Figure C.2, Appendix C.

The site SHE representative is responsible for overseeing all SHE aspects at the site, including enforcing safety requirements on site, upholding SEML's safety culture, undertaking routine (at least monthly) site inspections and monitoring, logging incident reports and overseeing any remedial action required such as revegetation of exposed areas.

During a visit to the project site, we met with the Senior SHE Manager and the project SHE representative, amongst other members of the SHE team. Based on the outcome of this visit and information provided subsequently, SEML's SHE resources appear well managed and structured and the SHE representative on site is provided with the necessary training and support to fulfil their role.



### 1.4.5 Applicable legislation

This section summarises the national and international laws, regulations and standards which are relevant to the Project. Further details of the regulatory framework for the Project can be found in Appendix D.

#### 1.4.5.1 National legislation

National legislation which is applicable to this Project is as follows:

- The New Geothermal Law (Law 21/2014)
- The Environmental Protection and Management Law (Law 32/2009)
- Land Procurement for Development in the Public Interest (Land Acquisition Law, No.2/2012)
- Land Procurement Procedures for Development and the Public Interest ('Perpres 71/2012')
- Presidential Decree No. 30 of 2015
- Peraturan Menteri Energi Dan Sumber Daya Mineral (ESDM) No.38/2013
- Ministry of Environment (MoE) Decree No. 5 of 2012 (5/2012)
- MoE Decree 5/2012
- Regulation No. 27 of 2012 on Environmental Permits (GR 27/2012)

#### 1.4.5.2 International standards and guidelines

The international guidelines applicable to this review are ADB Safeguard Policy Statement (2009) and specifically Safeguard Requirements 2 and 3 (Involuntary Resettlement and Indigenous Peoples). Consideration of Safeguard Requirement 1 (Environment) is set out in a separate Environment Audit Report. Consideration has also been given to recognised international best practice, such as IFC General Environmental, Health, and Social (EHS) Guidelines (2007) and IFC EHS Guidelines for Geothermal Power Generation (2007).



## 2 Approach

### 2.1 Overview

This section presents the approach to the social compliance audit. Using the information provided to us by the Sponsors and obtained during the site visit, we have reviewed the Project's compliance against ADB Safeguard Requirements 2 and 3. The findings of the audit have informed the production of a corrective action plan.

The audit approach has involved a desk based review and a site visit to obtain information. This compliance audit report has been informed by the review of Project documentation including a sample of land transaction records, and questions and answers with SEML. In addition, clarifications and additional information have been sought through meetings with representatives of the Solok Selatan Regency Secretary, local village leaders and people affected by land acquisition held on 2 June 2016 and findings from the site visit which was undertaken from 31 May 2016 to 3 June 2016.

The information obtained has been compared against the individual requirements of SR2 and SR3 in order to make informed, evidence-based judgements as to the risks associated whether the Project is compliant or not compliant with ADB requirements.

### 2.2 Audit Activities and Data Sources

#### 2.2.1 Desk-based Document Review

The desk based review of project documentation included the following key documents:

- Project Environmental Impact Assessment (ANDAL), October 2013
- Project Addendum Environmental Impact Analysis (ANDAL) and Environmental Management and Monitoring Plan (RKL-RPL), January 2015
- Environmental, Social and Health Impact Assessment (ESHIA) Draft Report, July 2016 and earlier revisions
- EPC Contract for Muara Laboh Geothermal Power Project; Stage 1 Development
- SEML's Safety Health and Environment (SHE) Policy and Manual
- Final Report, Skill Development Plan and Livelihood Opportunities Development
- SEML Documentation of Land Procurement Process for the Project, September 2016
- Draft Stakeholder Engagement Plan, September 2016.
- Land acquisition records maintained by SEML at its site office, including land ownership survey records, information on compensations paid to individual households including information on bank accounts, signed and notarized land agreements with the individual households and signed cash receipts on payment of full compensation.

Throughout the audit process, additional documents and revised versions of the earlier draft documents have been made available and considered in the audit findings. A full list of all documentation provided and reviewed to date is presented in Appendix B.



### 2.2.2 Site Visit Consultation

The site visit was undertaken from 31 May 2016 to 3 June 2016 and was attended by an environmental specialist, social safeguards specialist and ecology specialist from Mott MacDonald. Mott MacDonald staff were accommodated at the project site during the site visit.

The following Supreme Energy/SEML personnel were present during Mott MacDonald's site visit and were directly consulted:

- Andreas Avelinus Dwi Hartono
- Arief Tarunaprawira (Supreme Energy Senior SHE Manager)
- Caspar Ziegler (Project Engineer)
- Erwin Patrisa Floris (Head of Community Relations and Affairs, Act.)
- Ismoyo Argo (Manager of Business Relations)
- Paul Taylor (Muara Laboh Project Manager)

In addition, the environment and social team from PT Greencap were consulted during the site visit.

The following external stakeholder individual representatives and organisations were consulted during the site visit:

- Pak 'Zukfi', Wali Nagari (village head) of Pauh Duo Nan Batigo desa (village)
- Pak Joni Ludianto, Wali Nagari (village head) of Alam Pauh Duo desa (village)
- Pak 'Juliadi', local Ninim Mamak (elected traditional Adat leader)
- 3 x Local landowners
- Local Postu (health clinic) workers
- Ibu Tati – local recipient of CSR embroidery training programme
- Pk 'Pkani', Kerpala (head) of Taratak Tinggi Jorong (hamlet)
- Pk. Yulian Efi, Solok Selatan Regency Secretary

Full details of these meetings including dates, locations, issues and concerns raised and responses given are provided in Appendix E.

### 2.3 Information Gaps and Limitations

The limitations of the audit approach are that the duration of the site visit was only three days and, based on the timeframes inherent in the audit process, the audit only presents a snapshot of the Project's performance during the review period.

Many of the documents reviewed were in draft format and we understand that some of the gaps identified in these documents have been recognised by SEML and their consultants and that these will be addressed in future revisions.



SEML has been forthcoming with the provision of information when requested and information gaps we have identified throughout the audit represent items that are yet to be produced rather than items that have not been made available to us.

## 2.4 Compliance Rating Approach

We have provided commentary on compliance with ADB's requirements, which has been assigned on the following basis:

- **Compliance:** taking account of ADB's policies and requirements, the Project's practices, documents reviewed and our own observations, we consider the Project, on the whole, to be compliant with SR2 or SR3.
- **Partial- / Non-compliance:** taking account of ADB's policies and requirements, the Project's practices, documents reviewed and our own observations, we consider the Project has at least one area that is not being performed to the required standard of SR2 and SR3 and that this is of sufficient importance as to prevent compliance with SR2 or SR3.

The findings of the compliance audit have been used to identify recommendations that form the basis of the corrective action plan, which is presented in Section 4.



## 3 Social Compliance Audit Findings

### 3.1 Overview

This section presents the findings of the social compliance audit for each component of Safeguard Requirement 2 (Involuntary Resettlement) and 3 (Indigenous Peoples) and provides recommendations where compliance gaps are identified. A recommendation for categorisation of the project with respect to SR2 and SR3 is also provided.

### 3.2 Applicable National legislation and regulatory compliance

A regulatory overview of the Indonesian laws governing land acquisition, and the rights of people inhabiting customary land (defined for the purposes of this audit as indigenous peoples) in Indonesia is presented in Appendix D. Table 3.1 below presents the findings of the compliance audit against these national laws and regulations. The conclusion is that the Project is in compliance with national regulations in this regard.

Table 3.1: Compliance review – national requirements

Applicable national legal requirements	Project status	Compliance
<p>Land acquisition and resettlement:</p> <ul style="list-style-type: none"> <li>Presidential Regulation No. 65 of 2006 amending Presidential Regulation No. 36 of 2005 on the Procurement of Land for Realizing Development for Public Interest.</li> <li>The 2012 Land Acquisition Act implemented by Presidential Regulation No. 71 of 2012 on Land Procurement Process for the Public Interest, amended by Presidential Decree No. 30 of 2015.</li> <li>Transmission line right of way compensation: Peraturan Menteri Energi Dan Sumber Daya Mineral (ESDM) No.38/2013, which replaces Permen ESDM No.975/1999 covers.</li> </ul>	<p>The project was granted the land for use by the government and therefore no land needed to be acquired for the Project and there were no legal compensation requirements.</p> <p>Despite the absence of legal compensation requirements, informal land users (farmers) were compensated for crops and land in accordance with the Indonesian compensation regulations identified in the left hand column.</p> <p>Site visit consultation of affected land owners and review of a sample of the land transaction records did not present any evidence that any of the land users had not been compensated fully.</p>	Compliance
<p>Indigenous peoples:</p> <ul style="list-style-type: none"> <li>The second and third amendment to the 1945 Indonesian Constitution</li> <li>The People's Consultative Assembly Decree No 9/2001 on Agrarian Reform and Natural Resources Management</li> <li>Basic Agrarian Law No 5/1960</li> <li>Indonesian Forestry Act No 41/1999</li> <li>The Constitutional Court in May 2013 affirmation of the constitutional rights of people living in customary lands to their land and territories including their collective rights over customary forest.</li> </ul>	<p>None of the land that was used by the Project was in areas identified as customary land. Therefore there were no legal requirements in this regard.</p> <p>The Adat/traditional land held by the Minang Adat tribes are located in the Jorong Panijuan, Jorong TR Bukareh. Village leaders do not endorse acquisition of these traditional lands.</p>	Compliance



### 3.3 Safeguard Requirement 2: Involuntary Resettlement Compliance Review

Following the review of Project documentation and consultation with relevant stakeholders, it is considered that the Project falls under Category B for the purposes of ADB Safeguard Requirement 2 (Involuntary Resettlement). ADB Safeguard Policy Statement defines a category B project as follows:

*“Category B. A proposed project is classified as category B if it includes involuntary resettlement impacts that are not deemed significant. A resettlement plan, including assessment of social impacts, is required.”*

The information and conclusions contained within the Involuntary Resettlement (IR) Impact Categorisation Checklist (see Appendix F) provide the justification for this, in summary the key considerations are:

- The project is not resulting in any physical displacement impacts and all of the land acquisition completed as of October 2016 (for the main facility) was undertaken through 100 percent negotiated settlement, whereby people exercised their right to refuse to sell their land.
- The economic displacement (loss of farmland for 221 land user households) is expected to be partial and livelihood impacts are not expected to be significant (to be verified through additional monitoring surveys being undertaken).
- People are not expected to lose access natural resources, communal facilities and services
- An assessment has to be done on whether there are landowners/land users who may be vulnerable that may need to be covered for livelihood improvement, skill development and employment opportunities under the Integrated Sustainable Development Program (ISDP) being implemented by SEML.
- Additional land acquisition for the 3.2km transmission line will be taken up by PLN. The land acquisition procedure for the transmission lines is expected to be through negotiated settlements and follow the approach adopted by SEML for the land procurement in the project.

The project's compliance in relation to each of the components SR2 is discussed in detail in Table 3.2 overleaf.



Table 3.2: Compliance review – ADB Safeguard Requirement 2: Involuntary Resettlement

ADB Safeguard Requirement Policy Principles	Project setting / background	Compliance Analysis	Compliance status
<b>ADB Safeguard Requirement 2: Involuntary Resettlement</b>			
1 Involuntary resettlement should be avoided wherever possible	<p>The Project was situated and designed to avoid displacement impacts and is not resulting in any physical displacement impacts. The Project site selected was land that was formerly a tea plantation run by Pekonina Corporation. People started using/cultivating the land after the tea plantation ceased operation in the late 1990s. Some land users in the area acquired land use rights after that. The land acquired by SEML is classified as 'free land' by the government.</p> <p>The land acquisition process followed is based on the location permit mechanism ("Izin Lokasi"<sup>1</sup>), a key feature of which is that land acquisition is based on negotiation and agreed price with the land owners.</p>	There is no evidence from the audit consultation undertaken that the option of involuntary displacement was proposed or used as a threat. SEML's statement that the intention to achieve 100 percent negotiated settlement was based on a 'willing-buyer-willing-seller' process appears to be a true reflection of the situation. The audit consultation activities did not suggest that the threat of expropriation was present in the minds of farmers.	Compliance
2 Minimize involuntary resettlement by exploring project and design alternatives	During the land acquisition process, one land owner refused to sell their land and negotiated settlement could not be reached. As a result, the location of the administration building was changed to avoid resettlement impacts.	Physical displacement was avoided.	Compliance
3 Conducting census and socioeconomic profiles of displaced persons and resettlement planning	<p>A detailed ownership survey covering the physical inventory of land and assets impacted due to the land acquisition was carried out by SEML as part of the land procurement process, however a socioeconomic survey of displaced people was not undertaken.</p> <p>An affected peoples census was undertaken by SEML after step two of the consultation process outlined under row 4 below or the 'Stage 4 – Ownership Survey' in the detailed description of the land acquisition process, presented in Appendix A.</p>	The socioeconomic profile survey of the affected households and vulnerability needs assessment described in row 6 below is expected to provide the information necessary to address any apparent deterioration in livelihoods from the baseline position.	Partial compliance
4 Carry out meaningful consultation with displaced persons and ensure their participation in planning, implementation and monitoring of resettlement program	<p>Consultation occurred throughout the land acquisition process was verified by external stakeholders consulted during the audit site visit. Each step of this process is described in detail in Appendix A and to summarise here it is broadly divided into three main phases:</p> <ol style="list-style-type: none"> <li>1) A public meeting to disclose information about the Project and inform the community that SEML would like to acquire the land. This was prior to plot identification and surveying.</li> <li>2) A second public meeting to explain the survey and price negotiation process, grievance mechanism and payment methods. The Regency Bupati (governor) and</li> </ol>	<p>The land acquisition process was underpinned by a transparent consultative process with a number of public meetings as described by SEML and supported with photographs and documents.</p> <p>The process undertaken to date can be considered to on the whole be compliant with the SR2 consultation objectives.</p>	Compliance

<sup>1</sup> On 19 August 2010, SEML obtained the location permit based on the Head of Regency Decree No. 540.542.257.2010. The legal basis for this mechanism is stipulated in the Head of National Land Agency regulation no.2/1999 which sets out the location permit procedures for private business entities in acquiring land. This regulations states that land procurement for projects executed by private entities may be undertaken by the private entities directly and private business entities must first obtain location permit from the local government governing project location. Under the location permit mechanism, private business entities may implement land procurement through a direct negotiated settlement basis. The role of the local government is to facilitate and to monitor the project. A key feature of this Izin Lokasi mechanism is that, the private implementer holds no right to expropriate land owners from their lands. The land acquisition has to be done based on negotiation and agreed price with the land owners.



ADB Safeguard Requirement Policy Principles	Project setting / background	Compliance Analysis	Compliance status
	<p>the SEML Vice President were present.</p> <p>3) After the land surveys and displaced people's census was completed (farmers and local observers were part of the survey teams), a consultation event with multiple break-out group meetings was held.</p> <p>This clustered farmers - determined according to land user type and ethnicity – and compensation offers were made to initiate the negotiation process. The groups included farmers and land users (husband and wife), Ninik Mamak (traditional leaders), Wali Nagari and Kepala Jorong (local government leaders).</p> <p>Offers were made at the meeting so that the process was transparent and to counter jealousy between different farmer groups. Offers included disclosure of information such as the survey results, including prices, land use maps and photographs. All of this was explained to each household one by one.</p> <p>Two weeks were provided to consider the offer before counter offers were provided and the negotiation continued. Most agreements were made there and then at the meeting. Some farmers challenged the prices – as recorded in the Project grievance log – but later reached agreements.</p>		
5 Establish grievance redress mechanism	<p>A grievance mechanism (GM) hotline phone number was provided to land holders in the second of the above mentioned public meetings. The audit review of the Project grievance mechanism revealed one grievance about the initial prices offered – SEML stated that the farmers were asking for 50 times the market rate. Following further negotiation, agreement was reached and the settlement was negotiated to the satisfaction of both parties. This suggests that the grievance mechanism was functioning appropriately. No grievances were expressed during the audit consultation activities by affected farmers who had been compensated, all of whom said that they had a good relationship with SEML and were able to raise grievances through the land acquisition process.</p> <p>In August 2016 SEML produced a Stakeholder Engagement Plan (reissued September 2016) which details the grievance mechanism (summarised in Appendix A) that will be put in place for the Project going forward and will be accessible to any land users who are affected by future activities and displacement impacts related to the project.</p>	The GM is considered suitable and in compliance with ADB requirements.	Compliance
6 Improve or at least restore the livelihoods of all displaced persons	<p>A total of 221 households were compensated by SEML for lost land and crops. All local community and displaced peoples representatives consulted through the audit process, including local government leaders and farmers who have been compensated, expressed gratitude and appreciation of the compensation received. They all stated that compensation was above market value (as discussed in row 8 below). None of them identified any adverse livelihood impacts. Stakeholders stated that the money provided has enabled them to purchase new land, and invest in household health and education.</p> <p>The absence of adverse livelihood impacts cannot be categorically evidenced by SEML because it has not undertaken sufficient monitoring of livelihood impacts on displaced people. A monitoring survey was undertaken in 2016 but it only covered 75 of the total</p>	Livelihood impacts due to the land acquisition are not likely to be significant as all land procurement for the project has been through negotiated settlements. Further, SEML has compensated multiple times of the replacement cost of the affected land and assets. However, to ensure that livelihood impacts, if any, are identified and addressed, the audit recommends a socioeconomic profile survey of the affected households and vulnerability needs assessment to determine impacts. The survey and needs	Partial compliance



ADB Safeguard Requirement Policy Principles	Project setting / background	Compliance Analysis	Compliance status
	<p>202 compensated households. Apparently the remainder could not be identified as the head of household had either moved away, or passed away.</p> <p>We are of the opinion that this needs to be reviewed and revised from a methodological perspective, and then undertaken again covering a larger sample of the 221 affected households.</p>	<p>assessment should:</p> <ul style="list-style-type: none"> <li>■ Be methodologically sound and cover a representative sample of actual displaced households.</li> <li>■ Gather information on what percentage of the income generating productive land and assets of each household were affected and when the lands were acquired, to show that economic displacement was partial (as is claimed).</li> <li>■ Identify the most vulnerable households according to clearly defined criteria.</li> <li>■ Aim to verify that the compensation provided was replacement costs</li> <li>■ Show how the landowners have used their compensation and whether they have invested the money for income-generating assets or businesses to regain incomes</li> <li>■ Show any change in quality of life based on economic indicators and displaced people's perceptions</li> </ul> <p>In the event of some of the households being identified as vulnerable<sup>2</sup>, livelihood and skills development opportunities identified in consultation with the affected person are to be included in the Integrated Social Development Programme (ISDP) being implemented by SEML through their existing CSR programme. The ISDP should include the following opportunities to the vulnerable households impacted due to the land procurement:</p> <ul style="list-style-type: none"> <li>■ Priority in Project employment and skills development opportunities</li> <li>■ Land based strategies such as agricultural extensions</li> <li>■ Skills diversification training.</li> </ul>	
7 Land-based resettlement strategy	There was no physical displacement, but replacement farmland land was not offered as compensation for economic displacement. All compensation was monetary.	Not applicable as there was no physical displacement and the project achieved 100% negotiated settlement.	Non applicable

<sup>2</sup>The vulnerability will be assessed based on the following criteria, (a) HHs with incomes less than the Provincial Rates for full term employment and below under poverty line (b) women headed households without any other earning members, and (iii) HHs headed by elderly, or with disabled children.



ADB Safeguard Requirement Policy Principles	Project setting / background	Compliance Analysis	Compliance status
8 All compensation should be based on the principle of replacement cost	SEML has provided details of the prices paid showing that the average was IDR 15,422 per m <sup>2</sup> , whilst SEML states that the NJOP price (taxable transaction price) offered at that time was approximately IDR 1,700 per m <sup>2</sup> , which is approximately nine times less.  All displaced people consulted by us as part of the audit process stated the compensation they received was above market value (approximately 10 times the NJOP prices offered by the government, according to SEML) and had therefore not resulted in a deterioration of their livelihoods. Some stakeholders said that the money provided has enabled them to purchase new land, and invest in household health and education.	Based on site visit consultation and land transaction records reviewed, the Project is considered to be in compliance with the replacement cost principle.  This conclusion should be verified through the monitoring activities discussed above (Row 6) which should include questions on whether the compensation was at replacement cost and how the money received was used.	Compliance
9 Provide relocation assistance to displaced persons	Not applicable – there was no physical displacement and therefore relocation assistance was not required.	Not Applicable	Not Applicable
10 Ensure that displaced persons without titles to land or any recognizable legal rights to land are eligible for resettlement assistance and compensation for loss of non-land assets.	The people compensated had no legal entitlement to compensation for the land as the land was categorised by the government as 'free land' (assigned by the government for the Project's use) and the affected people did not officially hold land ownership or land use titles.	Affected people were compensated for (government owned) land losses, not only for lost crops. This was verified by the affected people consulted through the due diligence process undertaken as part of the audit.	Compliance
11 Disclose the resettlement plan, including documentation of the consultation in an accessible place and a form and language(s) understandable to affected persons and other stakeholders.	Land acquisition planning documentation was not produced or disclosed.	Despite the absence of disclosure of and LRP, the compensation process was undertaken in a consultative manner with affected people being fully informed, as discussed in row 4.	Compliance
12 Conceive and execute involuntary resettlement as part of a development project or program. Include the full costs of resettlement in the presentation of project's costs and benefits.	The costs of land acquisition have been considered in project budgets.	The audit site visit revealed development benefits to the community and project affected peoples through the Corporate Social Responsibility (CSR) investment and programmes. Benefits included amongst other things, construction of a new market to enable farmers to sell their produce, and livelihood diversification initiatives such as assistance to women in the establishment of garment and embroidery businesses.	Compliance
13 Pay compensation and provide other resettlement entitlements	The entire compensation, as negotiated and agreed with SEML was fully credited to the bank accounts of the individual prior to signing of the land agreement with SEML. The right to forcibly displace people from the land not exercised. Whilst a 100% audit of	Adoption of this process was confirmed during consultations with the affected persons. Audit consultations with affected land holders did not	Compliance



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Muara Laboh Geothermal Power Project



ADB Safeguard Requirement Policy Principles	Project setting / background	Compliance Analysis	Compliance status
before physical or economic displacement.	every compensation payment has not been undertaken as part of this audit, the audit team reviewed the land procurement documentation maintained at the SEML site office wherein the SEML were able to provide copies of the land agreements, information on bank accounts, cash compensation receipts, apart from photographs of participation of the communities and signed agreements for land relinquishment.	identify any claims of displacement from land before payment had been completed.	
14 Monitor and assess resettlement outcomes, their impacts on the standards of living of displaced persons.	This has not been done to date.	The activities in row 6 are expected to make the Project compliance with this requirement. Any livelihood restoration activities will be monitored through the ISDP monitoring processes.	Compliance



### 3.4 Safeguard Requirement 3: Indigenous Peoples Compliance Review

Following the review of Project documentation, it is considered that the Project falls under Category C for the purposes of ADB Safeguard Requirement 3 (Indigenous Peoples). ADB Safeguard Policy Statement defines a category C project as follows:

**Category C.** *A proposed project is classified as category C if it is not expected to have impacts on Indigenous Peoples. No further action is required.*

The information and conclusions contained within the Indigenous Peoples (IP) Impact Categorisation Checklist (see Appendix G) provide the justification for this, in summary the key considerations are:

1. **Self-identification as members of a distinct indigenous cultural group and recognition of this identity by others:** all stakeholders consulted in the audit site visit, including Adat (traditional tribal leaders), and the affected households due to the land procurement, either identified themselves as Minang, or recognised others in the area as such.
2. **Collective attachment to geographically distinct habitats or ancestral territories in the project area and to the natural resources in these habitats and territories:** audit stakeholder consultation revealed that no Adat or traditional land was acquired by SEMML; it was only 'free land' which was used.

The households using the project area are not native to the project area and have moved into the area after the closure of operations of the tea plantations, after 1990s. None of the households maintain collective attachments or claim the project area as their ancestral territories. The Adat/traditional land held by the Minang Adat tribes is located in the Jorong Panijuan, Jorong TR Bukareh. Adat lands are approximately 7 km from future construction locations. Village leaders do not endorse acquisition of these traditional lands. Therefore, the Minang people affected in the Project area do not meet this criterion related to collective attachment. A map of the Nahari showing the locations of Adat or traditional lands is in Figure 3.1 and shows that the proposed project area is outside of traditional lands.

The affirmation from the National Land agency that the project area is state controlled free land, after the expiry of the right to use agreements by the tea plantations in the 1990s, is provided as Appendix A Documentation of land procurement process for the project (see therein the BPN letter stating no customary land in SEMML project area)

Further, consultations during the audit confirmed that Village leaders do not endorse acquisition of these traditional lands. The village leaders and the representatives of the traditional institutions have been an integral part of the land procurement process, and do not recognize the lands in the project area as traditional lands.



Figure 3.1: Map showing locations of Adat or traditional lands in relation to the Project



Source: SEML



3. **Customary cultural, economic, social, or political institutions that are separate from those of the mainstream society or culture:** The Minang population in the Project area is integrated into mainstream society and has the same access to all Indonesian institutions as other ethnicities. There are Minang Adat elder/traditional council representatives in the affected communities and some of these were interviewed as part of the audit process; they helped to inform and confirm the conclusions presented here.
4. **A distinct language or dialect, often different from the official language or languages of the country or region in which they reside:** This is applicable as many people's first language in the area is Minang. The language is so dominant in the area that migrant settlers consulted in the local communities during the audit explained that they had learnt Minang upon arriving in the area.

Despite the people in the affected area meeting some of the ADB's definition of IPs, the affected households are not considered to be socially distinct from mainstream groups or to experience impacts any differently from non-Minang. These Minang households have moved into the project area after the closure of operations of tea plantations in 1999. The project area is not recognized as traditional lands or lands with customary rights and is not claimed or owned by the Minang households occupying the area for cultivation purposes. The Minang households do not have a collective attachment or rights in the project area, and do not qualify to be considered as a distinct, vulnerable, social and cultural group. Indigenous Peoples safeguards are therefore not triggered.

The project's compliance in relation to each of SR3's specific component requirements is discussed in detail in Table 3.3 overleaf.



Table 3.3: Compliance review – ADB Safeguard Requirement 3: Indigenous Peoples

ADB Safeguard Requirement Policy Principles	Project setting / background	Compliance analysis	Compliance status
<b>ADB Safeguard Requirement 3: Indigenous Peoples</b>			
1 Screen early on to determine (i) whether Indigenous Peoples are present in, or have collective attachment to, the project area; and (ii) whether project impacts on Indigenous Peoples are likely.	While the affected communities belonging to Minang group meet some of the ADB definition for IPs, but the affected households do not have collective attachment to the project area and they are not rendered vulnerable due to the project therefore SR3 is not applicable.	Our conclusion is also that the Minang in the affected area do meet some of the four criteria in the ADB's definition. We agree with SEML that they are not expected to experience impacts to a greater or lesser extent than other population groups and they do not appear to be particularly vulnerable. Therefore impacts are considered to be limited, mainly beneficial and can be mitigated and managed through the Project's ISDP. The reasons for this are detailed in Appendix G and below.	Compliance
2 Undertake a culturally appropriate and gender-sensitive social impact assessment or use similar methods to assess potential project impacts, both positive and adverse, on Indigenous Peoples. Give full consideration to options the affected Indigenous Peoples prefer in relation to the provision of project benefits and the design of mitigation measures.	SEML has carried out consultations with the Wali Nagari (traditional local representatives), village representatives, and has got local government clearance that there are no impacts on traditional lands.	The audit agrees that SEML has carried out consultations that can be deemed culturally appropriate, through involvement of the traditional institutions and their representatives throughout the socialization and land procurement phases.	Compliance
3 Undertake meaningful consultations with affected Indigenous Peoples communities and concerned Indigenous Peoples organizations to solicit their participation (i) in designing, implementing, and monitoring measures to avoid adverse impacts or, when avoidance is not possible, to minimize, mitigate, or compensate for such effects; and (ii) in tailoring project benefits for affected Indigenous Peoples communities in a culturally appropriate manner.  To enhance Indigenous Peoples' active participation, projects affecting them will provide for culturally appropriate and gender inclusive capacity development. Establish a culturally appropriate and gender inclusive grievance mechanism to receive and facilitate resolution of the Indigenous Peoples' concerns.	The Project SEP states that: "Traditional institutions still play an important role in the community, for instance to resolve any conflict situations. Hence, informal community leader such as Ninik Mamak and Karapatan Adat Nagari or KAN (traditional institution to preserve Minangkabau Culture) of the Project affected areas is regarded as important stakeholders."  It also states that: "Given the mainstream nature of the Minang communities that are affected by the project activities, this stakeholder engagement plan does not specifically focus on the Minang communities as such in order not to create new inequalities and vulnerabilities of the other ethnic groups that live in the 5 Jorongs and who are a minority."  A culturally appropriate grievance mechanism that includes the representatives of the representatives of the traditional village level institutions has been established and operational.	Upon completion of the ESIA, additional consultation activities with the community, which includes the majority Minang groups (as well as Javanese and Sundanese and others), was carried out in September 2016, and included participation of the affected households and the Adat representatives, apart from the various government and other stakeholders. During construction and the subsequent phases of the project, it is recommended that consultation with Adat representatives to identify and discuss Minang issues of concern and potential impacts on traditional culture, and to identify any targeted benefit sharing measures that the project could provide with the affected Minang communities. Any outcomes should feed into the ISDP and CSR programmes. This has already been incorporated in the Stakeholder Engagement Plan (SEP) for the project.	Compliance
4 Ascertain the consent of affected Indigenous Peoples communities to the following project activities: (i)	Audit stakeholder consultation revealed that no Adat or traditional land was acquired by SEML; it	Not Applicable	Not Applicable



ADB Safeguard Requirement Policy Principles	Project setting / background	Compliance analysis	Compliance status
commercial development of the cultural resources and knowledge of Indigenous Peoples; (ii) physical displacement from traditional or customary lands; and (iii) commercial development of natural resources within customary lands under use that would impact the livelihoods or the cultural, ceremonial, or spiritual uses that define the identity and community of Indigenous Peoples	was only 'free land' which was used. The Adat/traditional land held by the Minang Adat tribes is located in the Jorong Panijuan, Jorong TR Bukareh. Village leaders do not endorse acquisition of these traditional lands. Therefore, the Minang people affected and displaced in the Project area do not meet the ADB criterion related to collective attachment to geographically distinct habitats or ancestral territories in the project area and to the natural resources in these habitats and territories; as such their consent is not required.		
5 Avoid, to the maximum extent possible, any restricted access to and physical displacement from protected areas and natural resources.	There will be no physical displacement or restricted access to protected areas and natural resources used by Minang peoples.	Not Applicable	Not Applicable
6 Prepare an Indigenous Peoples Plan (IPP) that is based on the social impact assessment with the assistance of qualified and experienced experts and that draw on indigenous knowledge and participation by the affected Indigenous Peoples communities.	To date the Project has concluded that there are no impacts and as such there are no targeted measures and no separate IPP.	Not Applicable	Not Applicable
7 Disclose a draft IPP, including documentation of the consultation process and the results of the social impact assessment in a timely manner, in an accessible place and in a form and language(s) understandable to affected Indigenous Peoples communities and other stakeholders.	See row 6 above – no IPP or specific measures exist as of yet, but once these are included in the ISDP they will be disclosed through this means.	Not Applicable	Not Applicable
8 Prepare an action plan for legal recognition of customary rights to lands and territories or ancestral domains when the project involves (i) activities that are contingent on establishing legally recognized rights to lands and territories that Indigenous Peoples have traditionally owned or customarily used or occupied, or (ii) involuntary acquisition of such lands.	Not Applicable	Not Applicable	Not Applicable
9 Monitor implementation of the IPP using qualified and experienced experts; adopt a participatory monitoring approach, wherever possible; and assess whether the IPP's objective and desired outcome have been achieved, taking into account the baseline conditions and the results of IPP monitoring.	No separate monitoring has been specified in the ESHIA documentation for IPs.	The monitoring of the Resettlement activities and the implementation of the corrective actions to address the vulnerability impacts on the affected households will suffice.	Compliance



## 4 Corrective Actions

This section presents the corrective action needed for the Project to comply with ADB Safeguard Requirements 2 and 3.

The CAP sets out:

- The corrective actions based on the findings of the compliance audit and recommendations to achieve compliance with SR2 and SR3
- The deliverable or key performance indicator (KPI) that demonstrates the corrective action has been completed
- Responsibility for implementing the corrective action
- Timeline to resolve the corrective action, usually referencing financial close, commencement of construction or operation (expected calendar dates for these project milestones are provided in Section 1.4.2.3 – Project timeframe)
- Estimated budget to achieve the deliverable or KPI, stated as a range or estimated limit.

The CAP is presented in Table 4.1 below for Safeguard Requirements 2 and 3.

Table 4.1: Corrective action plan (CAP)

Corrective action	Deliverable / KPI	Responsibility	Timeline to resolve	Estimated budget (USD)
CA1: Socioeconomic survey of 221 affected households and vulnerability assessment	Socioeconomic profile of the affected households Vulnerability/needs assessment Livelihood and skill development opportunities identified in consultation with the affected person Included in the ISDP	SEML	March 2017	<\$20,000
	Implement livelihood and skill development activities to the identified households as part of ISDP	SEML	Through construction and operations	To be part of the ISDP budget. If additional required, <\$100,000 maximum
	Continued consultation with the identified vulnerable households, representatives of the traditional institutions and local governments.	SEML	Through construction and operations	<\$10,000
CA2: Land procurement for transmission line	Work closely with PLN during the land procurement process, and provide support to PLN in social mobilization and implementation of the provisions of the Land Procurement & Certification guidelines of SEML	SEML	Likely in 2017	<5,000
	Carry out socio-economic surveys of the affected households and include the vulnerable households as part of the ISDP for livelihood and skill development opportunities.	SEML	Through construction and operations	<\$20,000



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## Appendix A. Documentation of Land Procurement Process for the Project





PT. SE ML

**M uara Laboh  
Geothermal Development  
Project  
Phase 1**

**Documentation of land procurement  
process for the project**

**September, 2016**



**M uara Laboh**

Issued in September 2016

ML-RSH-RPT- Rev 0-September 2016

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**Muara Laboh Geothermal Development Project  
Documentations of land procurement process– September  
2016**

P.T. Supreme Energy [ML/ RD/ RB]  
Menara Sentraya, 23rd Floor  
J. Iskandarsyah Raya No. 1A, Kebayoran Baru, Jakarta 12160  
**P** +62-21-2788 2222  
**F** +62-21-2788 3333  
**W** [www.supreme-energy.com](http://www.supreme-energy.com)

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The Supreme Energy project companies - SE Muara Laboh, SE Rajabasa and SE Rantau Dedap are independent companies developing geothermal projects in Sumatra, Indonesia. Based on the agreement of the shareholders of the individual project companies, the Supreme Energy companies are managed in an integrated way in order to maximize the synergies in terms of use of resources and organization of their core and supporting processes. Consequently, important portions of the documentation body developed and applied within each company (manuals, procedures, description of processes, guidelines etc.) are common to all project companies. The applicability of each document to one or several project companies is reflected in the reference of each document.

Any document applicable to SE Muara Laboh contains the characters "ML" in the document reference.

Any document applicable to the SE Rajabasa project company contains the characters "RB" in the document reference.

Any document applicable to the SE Rantau Dedap project company contains the characters "RD" in the document reference.

If a document applies to all three Supreme Energy companies, the term "Supreme Energy" may refer to any and all of these companies.

Within each document, for any reference to the project company, the term "Company" will be used. This term will refer to those companies the names of which are referred to in the document reference. The term Project refers to the project developed by the Company.

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## **Executive Summary**

**Project Background.** The Indonesian government is committed to achieve a reduction in 'greenhouse' gas emissions to address global warming and to move away from fossil fuel power generation dependency. One of the government initiatives was a two-phase "fast-track" generating program. In the first phase, the Perusahaan Listrik Negara (PLN), a state-owned electricity company mandated to provide electricity to the Indonesian public, was authorized to build a total of 9,551 MW of new coal-fired generation capacity to become operational in 2010 and 2012. In the second phase of the program, 11,144 MW of new capacity will be built, with coal-fired power plants taking the biggest share (68%), followed by geothermal power plants (19%), combined-cycle gas-powered plants (10%), and hydropower plants (3%).

Under the Decrees of the Minister of Energy and Mineral Resource (MEMR) issued in 2008, PT Supreme Energy was assigned to conduct pre-feasibility studies in Liki Pinangawan Muara Laboh geothermal prospect. This assignment was completed in 2009 within the time specified in the decrees. The study successfully estimated the possible reserves and established the concession area for the prospect based on the conceptual models constructed by the integration of geological, geophysical, geochemical data and prior wells. Geotechnical data was added in order to identify any constraints or hazards for development of the field. The earth science data acquired during the pre-feasibility studies was used to estimate resource size of the prospect.

Following the tender award of the Muara Laboh concession (WKP – Wilayah Kuasa Pertambangan) to the Supreme Energy Consortium in early 2010, a mining license (IUP or Ijin Usaha Pertambangan) was issued to the project company PT Supreme Energy Muara Laboh (SEML). On 2nd March, 2012, the Power Purchase Agreement (PPA) between Perusahaan Listrik Negara (PLN) and the SEML was signed and on the same day the Ministry of Finance of the Republic Indonesia issued the Government Guarantee Letter (BVGL) for the Muara Laboh Geothermal Power Project.

Muara Laboh prospect was interpreted, based on the pre-feasibility study, as high temperature outflow with distributed permeability system which extended from Patah Sembilan (PS) to Sapan Malulong (SM) and covered an accessible prospect area of 15 km<sup>2</sup> (outside TNKS). The prospect is located along Great Sumatran Fault (GSF) system (Suliti segment) and controlled by dilatation zone associated with the GSF. Similar play was observed in Tongonan Field (a large geothermal field in Philippines) which shows a distributed permeability system. The surface manifestation indicated the existence of a High Temperature system (>220°C) from geochemistry sampling of Patah Sembilan (PS) and Idung Mancung (IM) fumarole.

The Muara Laboh geothermal prospect is located in the South Solok Regencies of West Sumatra, approximately 150 km from Padang. The contract area covers approximately 56,000 ha and is situated at an elevation ranging from 450 to 1,560 meters above the sea level borders the Kerinci Seblat National Park (TNKS) on the Kerinci Mountain volcanic complex, in which the existence of the geothermal system is indicated by a wide distribution of thermal manifestations, particularly on the flank of it. Based upon the geochemistry sampling and data integration showed that the main upflow of the geothermal system in Muara Laboh was from Patah Sembilan (PS) fumarole, then outflow to the Idung Mancung (IM) as productive outflow and discharge to the Sapan Malulong (SM). The main thermal manifestations showed the geothermometer temperature for PS (270 - 350 °C), IM (250 - 330 °C) and SM (200 - 210 °C).

The Muara Laboh Geothermal Project implementation is proposed in two phases. Phase 1 constitutes the geothermal exploration drilling and resource confirmation phase. Exploitation drilling, Steamfield



development and power plant construction will be taken up as part of Phase 2. The exploration program has completed and characterized six exploratory wells to prove and delineate the geothermal prospect. Six of the exploratory wells have been drilled inside the reservoir and provide 40 kg/s HP steam and 17 kg/s LP steam at wellhead from two wells (ML-A1 and ML-H1). The drilling result suggest that Muara Laboh reservoir is a fault-control system that is bounded by faults to the east and west part which have limited the resources outside the TNKS. Proven accessible resource area of 4 km<sup>2</sup> is inferred based on assessment and validation by GeothermEx. Subsequently to undertake the development of the geothermal power project through to commercial operation of a geothermal power plant comprising one units of 80MW with dual flash technology (“**Project**”).

**Purpose of this report.** This report documents the land acquisition process, including consultations with the affected persons, approaches followed for determining compensation, negotiation and settlement processes, to identify past and present concerns related to involuntary resettlement and Indigenous Peoples impacts associated with the the Project. Further, the report details the existing stakeholder engagement and grievance mechanisms in the project.

**Land acquisition and resettlement requirements.** A total of ±140 ha of land located in the districts of South Solok Regency will be needed for the exploratory phase. With the land status represents national land (state controlled land) based on National Land Agency Letter No. 3-VIII-1999 and National Land Agency letter No.4521/14.3-300/XII/2012. As the completion of exploration phase, all the land requirements have been acquired, the process of acquisition, adopting negotiated settlements, was initiated by SEML's Relations team in February 2011 and completed in September 2015. 100% of the land required has been obtained by SEML through negotiations with the landowners and cultivators and no involuntary resettlement and no physical relocation occurred in the process.

**Stakeholder consultations and engagement.** SEML initiated the community socialization activities on 13 March 2008 informing the communities of the Project, role of the village institutions and potential opportunities and benefits to the project area. Since then, the community relations team of SEML has been continuously involved with the communities and affected persons. The consultations were conducted in a culturally appropriate manner (using both Bahasa Indonesia and the Minang dialect) with facilitators from Minang community. To enhance stakeholder awareness, SEML organized a field trip for the communities, local leaders and representatives to Wayang Windu Geothermal Power Plant in West Java. Based on the field visits and subsequent consultations, a statement of support notification from the community offering complete support for the Project has been provided.

**Integrated Social Development Program (ISDP).** SEML has taken up the implementation of an ISDP to (i) effectively address adverse impacts on affected persons, especially the Minang communities, and (ii) implement various activities that are beneficial to the larger communities, based on community needs and expectations in the Project area. The integrated social program is implemented by SEML through the relations team and supported by the community relations staff. The activities taken up as part of ISDP are as follows:

#### **1. Health and Education**

- Providing wider and better health and education opportunity for local communities such as provide health program (example: mass circumcision), green campaign, improvement of school buildings, books and libraries, education related equipment and tools, teachers, education program, scholarship, etc
- Improvement of school facilities
- Providing scholarship and computer donations





**2. Infrastructure**

- Providing resources to address community needs in the form of better infrastructure for the community in the form of clean water, electricity, public roads etc
- Improvements to infrastructure in the project villages including public sanitation facilities, inner roads, drainage, mosque renovation, construction of welcome gate and small scale water supply improvements.

**3. Economic Empowerment**

- Enhancing community capacity/income and self-sustaining capabilities, green campaign, etc
- Skill development Training for women (sewing, food processing, catering supplies, computers) and youth (construction related trades, driving, electrician, mechanic, automobile repairs etc).

**4. Donations and community relationship**

- Donations or sponsorship on several events such sports events (Tour de Singkarak), independence day, religious festivals and support local values / customs
- Capacity building of leaders, village heads in conflict resolution, mentoring etc
- Community needs assessment

**5. Skills assessment and livelihood opportunities**

- Vocational training/ livelihood training
- Skills assessment and livelihood opportunities
- Employment opportunities
- Recruitment of unskilled and semi-skilled workers –during construction
- Recruitment of locals in SEML team
- Recruitment of locals in Plant operations



# 1. Introduction

## 1.1 Background

SE Muara Laboh (“**SEML**”) is developing the Muara Laboh Geothermal Project which is located in Pauh Duo and Sangir District, Solok Selatan regencies of West Sumatra. It lies at altitude from 450 to 1,560 meters above sea level, having an area of 56,000 ha. The project borders the Kerinci Seblat National Park (TNKS) on the West and South. The prospect is located in a remote and undeveloped area with steep terrain; most of the prospect area has only walking trails or very limited access ways at all.

The Muara Laboh Geothermal Project implementation is proposed in two phases. Phase 1 constitutes the geothermal exploration drilling and resource confirmation phase. Exploitation drilling, Steamfield development and power plant construction as well as utilization will be taken up as part of Phase 2. SEML had completed exploratory drilling to investigate the geothermal resource and, subsequently undertake the development of the geothermal power project through to commercial operation of a geothermal power plant comprising one units of approximately 80 MW using dual flash technology.

**Figure 1.1: Muara Laboh Location Map**



## 1.2 Purpose of this Report

The land acquisition, and resettlement required for the development phase (Phase 1) has been completed by SEML in September 2015. This report documents the land acquisition process, including consultations with the affected persons, approaches followed for determining compensation, negotiation and settlement processes, to identify past and present concerns related to involuntary resettlement and Indigenous Peoples impacts associated with the the Project. Further, the report details the existing stakeholder engagement and grievance mechanisms in the project.



### 1.3 Project Objectives and Benefits

The primary objective of the development of the Muara Laboh Geothermal Power Project is to increase the capacity of electricity generation in Indonesia. In addition, the use of a renewable energy source will reduce the reliance on fossil fuel that would have occurred if the increased capacity in electricity generation came from a fossil-fuel fired powered electricity generation facility, the most likely candidate for additional grid-connected electricity in Indonesia.

The Project will exploit a potential geothermal field in Muara Laboh, Indonesia. The concession of 56,000 ha is located in West Sumatra, 150km east of Padang City. While initial exploration results suggested that the Muara Laboh geothermal field could support around 220 MWe of electricity generation, the exploration results indicates the electric generations of 80 MWe. It is expected that the Project will support the sustainable development of Indonesia in the following respects:

**Economic:** The Project will supply the growing economy with an increase in the amount of reliable electricity supply from a domestic primary energy source.

**Social:** The Project will create local employment opportunities for both construction and operation offering Indonesian people new experience and skill in a sector that is growing internationally and with great growth potential in Indonesia.

**Environmental:** The Project is fuelled by renewable geothermal heat that has very few greenhouse gas emissions compared to thermal power projects and will have an Environmental Impact Assessment (EIA) carried out before construction to identify any changes that need to be made in order to mitigate or minimise environmental impacts.

**Growth:** Geothermal energy will therefore diversify the sources of electricity generation in the country and is an indigenous resource which enables sustainable energy production.

### 1.4 Project Development History

Through a competitive process PT Supreme Energy Muara Laboh (“**SEML**”) has earned the right to develop the geothermal resource at Muara Laboh on the island of Sumatra. SEML shareholders are PT. Supreme Energy, ENGIE, Sumitomo Corporation. SEML was established and shareholders agreement was signed.

On 2nd March 2012, the Power Purchase Agreement (PPA) was signed between PT PLN (Persero) (“**PLN**”) and SEML, and the Government Guarantee Letter namely Business Viability Guarantee Letter (BVGL) ensuring PLN to fulfil its obligations under the PPA was issued by the Ministry of Finance on behalf of the government of Indonesia. The signing was done by President & CEO of SEML, Supramu Santosa and President Director of PT PLN, Nur Pamudji, witnessed by Minister of Energy and Mineral Resources, Jero Wacik. Signing of PPA marks a key milestone as it defines the contractual rights and obligations of the parties during the exploration phase, construction phase and operation phase – conditions which are necessary to start exploration drilling activities. At the same time socialization effort with the communities and land acquisition process had started to secure ±140 Ha nation land.



Construction of access roads, wellpads, water supply system, and supporting infrastructure for drilling were immediately initiated on March 2012 following approval of the PPA and BVGL. Upon completion of the access roads and wellpads, exploration drilling started during September 2012 and was completed in September 2013.

In their capacity as Lenders' Resource Consultant, GeothermEx, Inc. (GeothermEx) has performed a due-diligence review of the Muara Laboh Geothermal Power Project Stage 1 Development. Following completion of the six well exploration drilling program, GeothermEx have estimated the resource capacity based on both a heat in place and numerical simulation. The result from both analyses indicates that the capacity is approximately 60 MW gross electrical based on single flash technology.

In order to improve the station capacity, and project economics, it is proposed that the Muara Laboh Geothermal Power Project Stage 1 Development will utilise dual flash technology to increase the generation output. GeothermEx have confirmed that dual flash technology may be used to improve conversion efficiency and increase station output provided that the flows are based on 60 MW single flash technology.

In April 2016, the EPC Contract was awarded to a Consortium of Sumitomo Corporation and PT. Rekayasa Industri. The Contractor's Guaranteed Net Dependable Capacity is 80,930 kW. The expected Plant Rated Capacity allowing for measurement uncertainty, allowance for normal operation and increased station house load is 80,000 kW.

### **1.5 Land acquisition for Phase 1 Development – Chronology**

The land acquisition and resettlement requirements, for locating the facilities required for the Phase 1 development of the Project is completed, and payments (towards compensation for land, structures and assets lost) to land owners/cultivators has been made. Table 1.1 shows the chronology of the key activities carried out by SEML as part of the land acquisition.

**Table 1.1: Chronology of Land Acquisition for Project**

<b>Date</b>	<b>Process</b>	<b>Remarks</b>
19 August 2010	Location Permit issued by the South Solok Regency covering project location at Jorong Pinang Awan (Pauh Duo Nan Batigo); Taratak Tinggi, Kampuang Baru, Pekonina (Pauh Duo); Jorong Liki Nagari (Sangir)	Head of Regency Decree No. 540.542.257.2010



Date	Process	Remarks
22 March 2011	Dissemination & Public Consultation in regard with Liki Pinangawan Muara Laboh Geothermal Power Plant Project.	Held at Gedung PNPM Ampalu Pauh Duo Subdistrict South Solok Regency. The Project developer invited local communities (head of Subdistrict, Wali Nagari, Jorong, Ninik Mamak etc) to socialize the Project activity. The attendees for the stakeholder consultation meeting were invited by invitation letter. The objective of the meeting was to inform stakeholders about the Project activity, to explain the stakeholders concerning contribution of the Project activity to the sustainable development and to receive comments from the stakeholders.
May 2011	SEML land procurement plan dissemination	South Solok Regency Hall, attended by Head of Regency, Head of District Army & Police, SEML, and the communities from Jorong/hamlet within our targeted area for land procurement.
August 2011	Forming Joint land procurement team comprises of representative from community, sub district government, and SEML  Under Presidential decree No. 36 year 2005 as amended by Presidential decree No.65 year 2006, The land procurement team was established by SEML with supervision under head of sub-district.	SEML & Community Leaders
Sept – Dec. 2011	Ownership survey (plants identification and registration, staking out the required land), recorded into MoM signed by the land owner, surveyor, land procurement team and witnesses	SEML, Surveyor, land owner, and land procurement team, Head of Jorong.
19 Dec 2011	SEML land negotiation process dissemination (Price negotiation, payment methods, and grievance mechanism) to the affected peoples.	Attended by Head of Solok Selatan Regency/Bupati, VP. Relations of SEML, local government offices, Head of subdistrict, Wali Nagari, Jorong, Ninik Mamak and land owners/affected peoples.
12 Dec. 2012	Local Government Regulation No. 08/ 2012 concerning 2011 – 2031 Spatial Planning for Solok Selatan Regency was issued	SEML project area is already in the right spatial planning based on this regulation according to Spatial planning confirmation letter No. 050/43/BPPMD-2013
2011-2015	Series of negotiations thru multiple break-out meeting with landowners for land compensations and/or crop compensation, followed by the signing of land owner statement letter and deed of relinquishment legalized by the public notary	202 households for total area ±140 Ha. No Involuntary resettlement, no expropriation, no physical displacement.





**Muara Laboh Geothermal Development Project**  
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**2016**

<b>Date</b>	<b>Process</b>	<b>Remarks</b>
2012 - 2015	Payment to the affected persons ( Listed in Appendix 1)	Bank account opening with payment settlement directly to affected persons via transfer or cash with the total of households affected 202 households

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## **2. Project Description**

This Chapter discusses the details of exploratory drilling to investigate the geothermal resource and, if investigations are satisfactory, to subsequently undertake the development of the Project through to commercial operation of a geothermal power plant comprising one unit of 80 MW.

### **2.1 Project Justification**

Geothermal energy offers the compelling prospect of power generation that operates continuously – regardless of weather conditions, and with negligible fuel costs and greenhouse gas (GHG) emissions. It also has the potential to help insulate energy consumers from future rises in the oil price and in the cost of emitting GHGs, for Indonesia itself it could also have strategic value, providing a secure source of energy to sustain economic growth.

The Project is also in line with Government initiatives in reference to the new Electricity Law (Law No. 30/2009), enacted in September 2009, which fully deregulates the power market by allowing independent power producers to generate and sell electricity to end users. To meet the country's increasing energy needs, the Government of Indonesia initiated a two-phase “fast-track” generating program. Supreme Energy Muara Laboh was one of the pioneers to capitalize the opportunity under the new regulations.

### **2.2 Project Site**

The Muara Laboh geothermal prospect is located in Pauh Duo and Sangir Subdistrict, Solok Selatan regency of West Sumatra, approximately 150 km from Padang, the capital city of the West Sumatera province. The contract area covers approximately 56,000 Ha and is situated at an elevation ranging from 450 to 1,560 meters on the Kerinci volcanic complex, in which the existence of the geothermal system is indicated by a wide distribution of thermal manifestations, particularly on the flank of it. **Figure 1.1** shows the project site locations.

### **2.3 Summary of Project Components**

The key Project components and their current status of implementation is summarized in Figure and Table below:



Figure 2.1: Muara Laboh Project Map



Table 2.1: Muara Laboh Project Milestone

Feb 2008	: PT. Supreme Energy assigned by the Minister of Energy and Mineral Resources (MEMR) to conduct technical pre-feasibility study for a geothermal resource area located in Muara Laboh, South Solok Regency, West Sumatra.
Mar 2009	: Confirmation given by the MEMR on Muara Laboh geothermal resource area as a geothermal mining work area (WKP).
Apr 2010	: PT. Supreme Energy earned the right to develop the Muara Laboh geothermal mining work area (WKP) and granted with the Mining business license (IUP).
Feb 2011	: PT. Supreme Energy Muara Laboh (SEML) established together with international sponsors, i.e., GDF Suez and Sumitomo Corporation.
Mar 2012	: Power Purchase Agreement (PPA) between SEML and PT. PLN (Persero) (PLN) signed and Business Viability Guarantee Letter (BVGL) issued by the Ministry of Finance ensuring PLN to fulfill its obligations under the PPA.
Sep 2012	: Spud in of first well (ML-A1) which marked the beginning of exploration drilling program of the Project.
Sep 2013	: Exploration drilling program completed (ML-H2 rig down)
Jun 2014	: Resource Confirmation
Dec 2014	: Southern boundary extension attained
Feb 2016	: Completion of Tariff negotiation with PLN
Dec 2016	: Financial Closing
Dec 2018	: Back feeding (completion of transmission line)
Mar 2019	: First synchronization
Jun 2019	: Commercial Operation Date



### 2.3.1 Infrastructure during Exploration Phase

During the exploration phase the following infrastructure was developed to support exploration drilling and to prepare for the exploitation phase.

1. Construction of 6 wellpads ML-A, ML-B, ML-C, ML-D, ML-E, ML-H
2. Upgrade of the public main access road and bridge
3. Construction of access roads to each wellpad
4. Construction of a rig camp and laydown area with fuel storage, warehouse, open yards and explosive bunkers
5. Installation of a service water system for supply of drilling water to wellpads and transfer of geothermal brine to injection wells
6. Construction of an administration and accommodation block complete with power supply, fire fighting system and treated water supply
7. Establishment of security control posts and portals at Kerinci Post and ML-E
8. Installation of a trunking radio system
9. Installation of fibre optic communication between Site and Head Office.

**Figure 2.2: M uara Laboh Infrastructure**



### 2.3.2 Infrastructure of Development Phase

In relation to the development phase the following infrastructure was planned to be build for the exploitation phase.



### **2.3.2.1 Geothermal Power Plant**

EPC Contractor has proposed a dual flash turbine with an output of 85 MW gross with the design steam flows. This turbine and all other components of the facility will be capable of a maximum output of 88.8 MW gross if an additional 5% steam is available. The dual flash cycle utilises the brine from the first flash to produce additional low pressure steam to generate additional power, and the most cost-effective way to utilise the additional steam is within a single steam turbine that accepts admission of the LP steam.

A single generating unit will be provided as this will be more cost effective in both capital and operating cost terms than two (or more) smaller units providing the same total capacity, or separate units utilising HP and LP steam flows. Overall availability will be about the same for single or multiple units.

The generating unit is expected to provide efficient conversion of geothermal energy to electricity over a lifetime of at least 30 years, be designed in keeping with established geothermal practice, and be constructed of materials proven in geothermal service

### **2.3.2.2 Steam Gathering System**

Two wellpads have been selected by SEMI for production. Wellpad ML-A has one well drilled, producing approximately 50 kg/s of HP steam. Another three wells are assumed to also be available on this wellpad, with each well able to deliver 20 kg/s of HP steam.

The other wellpad selected for production is wellpad ML-H, located 1,140 m further up the valley. Semi-commercial well ML-H1 has been drilled on this wellpad. It has been assumed that up to four wells could be available for production;

10. ML-H1 (current) – a low pressure well able to deliver approximately 12 kg/s of LP steam
11. ML-Hx (future) – three high pressure wells with each well able to deliver approximately 20 kg/s of HP steam

Separators are proposed at both ML-A and ML-H. The ML-H separator station (SS2) would consist of a single separator vessel sized to deliver up to 12 kg/s of LP steam. The ML-A separator station (SS1) would consist of two HP separators each sized to deliver 60 kg/s of HP steam each and a single LP separator designed to flash all of the HP brine to LP steam. This corresponds to approximately 20 kg/s of LP steam. All HP two phase fluid, including discharge from the ML-H wells, shall be delivered to the SS1 station adjacent to wellpad ML-A, next to the existing ponds.

A single HP line has been sized to transport 120 kg/s of HP steam from SS1 to the Power Plant, with sufficient condensate pots included to remove both brine carryover and condensate generated in the line due to heat losses.

A single LP line, sized for 12 kg/s of LP steam, from ML-H will transport steam and combine with a line sized for 20 kg/s of steam from the SS1 LP separator. The combined line has been sized for 24.5 kg/s of LP steam.



Rupture discs will be required on these lines near to the separation stations, to provide pressure protection. A steam venting station and rock muffler is also included, near to the Power Plant, to vent excess steam during normal operation and full steam on turbine trip. Separate muffler chambers are required for the HP and LP steam flows.

It was assumed that steam scrubbers would be included in the Power Plant scope of work, rather than the SGS (and cost for providing them is included in the Power Plant estimate).

The separated brine from SS1 area will be transported to two wellpads selected by SEM L for injection. The wellpads are wellpad ML-D and wellpad ML-E, both situated further down the ridge adjacent to the road, 2,320 m and 3,840 m distant respectively from wellpad ML-A. ML-D will act as the primary injection wellpad with back up provided by ML-E. All brine produced on ML-H will normally be reinjected into ML-H2, but in the event of ML-H2 being unavailable to accept all or even part of the expected reinjection volume, a brine line from wellpad ML-H to SS1 where it joins with a brine line to the reinjection wells, has been included and sized to accept the full brine flow expected from ML-H1 LP separation.

A design based on gravity flow to all injection wellpads is possible based on topographical data provided by SEM L.

Power plant condensate also requires injection. This will take place at wellpad ML-B with contingency reinjection to wellpad ML-E. As it is marginal as to whether or not this would need to be pumped (to wellpad ML-B) for the purposes of this Study, it has been assumed that pumping is required and the cost for this is included in the cost estimate.

All data regarding flow rates to and from wellpads, enthalpies, flow injection destinations, etc., were provided by SEM L in the Final Wellfield Assumptions document.

Elevation of the SGS above sea level equates to an atmospheric pressure of 0.85 bara.

### **2.3.2.3 Production Wells, Injection Wells**

The SEM L project would required additional 9 production wells, and 4 additional injection from the existing exploration wells.

Injection (or reinjection) wells are required to discharge brine and condensate back to the formation. The injection wells will be located outside the target hydrothermal zone, to minimize risk of production wells cooling.

### **2.3.2.4 Additional Wellpad**

In the event that the drilling results necessitate another drilling location or targets, one additional wellpad will be constructed at ML-F. Construction of ML-F access road and wellpad is included in the EPC Contract with a Construction Completion Milestone of 9 months. Depending on the results from the early drilling activity, a decision gate is included at month 10 for an EPC Contract Optional Works package to connect the the well(s) from ML-F.



#### **2.3.2.5 Pipelines**

Pipeline consists of pipes for dry steam, wet steam and for draining brine and condensate to injection wells as well as pipes for fresh water supply. The production piping system consists of two-phase liquid pipes from wellhead to separator and three different single-phase fluid pipes: steam, brine and condensate. The steam pipes will divert stean from the separator stations to the Power Plant, the brine will be rerouted to the injection well, while the condensate will be diverted from the Condenser of the Power Plant to the Injection well.

The pipeline route will follow existing roads or dedicated corridors to facilitate construction and maintenance during production operation. Cut and fill are necessary in some section of pipeline corridors to provide stable slopes and safe operating conditions.

Drainage channels will be built parallel to the pipeline in addition to inspection roads. At some section, structures to cross roads, rivers or other features are to be built.

#### **2.3.2.6 Atmospheric Flash Tank and Steam Muffler**

During well testing, steam is released through an Atmospheric Flash Tank (AFT), while during an upset of the power plant system steam can be released through steam mufflers.

#### **2.3.2.7 Separation Station**

Steam is separated from the brine in the separator station. Brine exiting the separator contains naturally occurring trace elements that will be channelled back into the reservoir through injection wells with a depth of 1,500 to 2,500 meters. The re-injected brine will be re-heated in the geothermal reserveoir into superheated water and steam.

#### **2.3.2.8 Scrubber**

A scrubber is applied to purify steam from impurities such as silica by applying water mist. The working principle of the scrubber in purifying steam is similar to that in the separator: by utilizing the cyclone effect and gravity, steam is separated from liquid water due to the greate density of the latter. Steam from the scrubber will be directed through the main pipe to the turbine.

#### **2.3.2.9 Turbine**

For the turbine unit, heat energy in the steam is converted to mechanical energy driving the generator shafts. The pressurized steam passes turbine blades so as to spin them, which in terms rotates the generate shaft to produce electricity.

#### **2.3.2.10 Condenser**

After passing through the turbine blades, steam is directed to the condenser, in which cooling water is injected from a spray nozzle to condense steam into water condensate. From the condenser, cooling water is continuously pumped back to the cooling tower to reduce its temperature so it can be reused as a closed cooling water system



#### **2.3.2.11 Cooling Tower**

Further cooling of water is accomplished in the cooling tower, reducing water temperature. Some water from the cooling tower (“condensate water”) is used for circulation in the condenser unit as water that is sprayed through nozzles in the condenser; additional water is used in the Gas Removal System. Excess water from the cooling tower (“blowdown”) is piped to the injection wells

#### **2.3.2.12 Gas Removal System**

Geothermal fluids contain non-condensable gases (NCGs) in various amounts. NCGs flow to a conventional geothermal power plant (GPP) with steam phase and are withdrawn from the condenser by the Gas Removal System to prevent increased condenser pressure and consequently decreased power generation.

Non Condensable Gas (NCG) concentration was measured at approximately 0.6% weight of the steam. NCG are separated from the steam fraction in the steam ejector, an instrument used for creating vacuum pressure in the Condenser via the Venturi effect (converging inlet nozzle / diverging outlet diffuser). Separated NCGs are released to the atmosphere through the cooling tower stacks.

#### **2.3.2.13 Generator**

The generator converts mechanical energy into electricity energy that is channelled to a switchyard and then to PLN’s transmission network cable after its voltage is increased from 11 kV to 150 kV using a step-up transformer unit

#### **2.3.2.14 Access Roads**

Access roads will have been mostly constructed in the exploration phase. Improvement of roads to wellpads and construction of new roads for transportation of equipment and materials needed in preparing the new wellpad and conducting operational well drilling will be carried out.

#### **2.3.2.15 Additional Supporting Facilities**

In addition, SEMML also plan to build domestic water supply and treatment, storm water treatment, waste water treatment plant, chemical storage, workshop, firefighting system, emergency power and office buildings for Project administration

#### **2.3.2.16 Switchyard**

As the terminal point for the PLN provided transmission line is the high voltage terminals at the boundary of the Power Plant Switchyard, the provision of the Switchyard is included within the Power Plant scope. The Switchyard has been specified on the following basis;

- Air Insulated Switchgear (AIS)
- Provision for double circuit out-going transmission line
- Provision to connect two generating units, one being the Stage 1 turbine, the other being an unspecified future plant
- Two diameters arrangement using “breaker and a third” diameters with twin bus



The Switchyard is proposed to be located at the north side of the proposed Power Plant site to accommodate ready connection of the overhead transmission lines which would need to run from this location to the north (down the site).

### **2.3.2.17 Transmission Line**

The switchyard is the end point of connection, at a voltage of 150 kV to the PLN transmission and distribution network. Then from this switchyard, PLN will connect a 3.2 km transmission line to the PLN Batang Sangir substation, which also receives electricity from other power plants. From this Batang Sangir substation, the 150 kV transmission line will be connected to Sungai Rumbai substation, approximately 71.5km away. At the Sungai Rumbai substation, the voltage will be stepped up to 275 kV and then joins the Sumatra 275 kV transmission line.

The 3.2 km transmission line considered as a project facility (yellow lines in figure 2.3). Details of the location and routing of this infrastructure element are not known and different options are under consideration.

**Figure 2.3: Proposed PLN Transmission Line**





**Figure 2.4: SEM L Infrastructure for Development Phase**





## **2.4 Land Acquisition and Resettlement Requirements in the Project**

Before 100 years ago, this Project area was considered as a remote area due to lack of infrastructure available. And since this area is considered as a very remote area then there were very little or even no human population living in, even the Minangs groups as the majority groups living in West Sumatera. Then since 1920, those things were changed, once the Project area became the tea plantation owned by the Dutch colonial. Dutch Colonial implemented the transmigration programs which brought in the javanese, and sundanese ethnics settled in and became as tea plantation workers.

This conditions attracted Minangs group to move and reside in this area. Mostly this Minang groups came from the Alahan Pajang, Twin Lakes area. Other ethnics group then following like Batak, Nias, etc. This is still happening up to now, and in the year 2014 the population in this area become 30 -40 persons/km<sup>2</sup>.

On 1973 and 1979, this area became cultivation right area owned by 2 privates company namely PT Tri Usaha Bakti (PT TUB) and PT Peconina Baru (PT PB). Not all of the area former Dutch colonial regime were managed as the tea plantation, some of the area were idle and left into the woods became as forest area. On 1999 and 2001 the cultivation rights of PT TUB and PT PB were expired, and based on the applicable law and regulations this area became state controlled land (national land) and categorized as free land. Hence, since this era (1999/2001 – 2011) the Project area were occupied by the affected households. Because the affected peoples knew that they don't have the land right, they were not living in this area, the Project area were utilized by the community for wet rice fields, dry-land for orangery, coffee and quinine planting, and general community land (no houses or other physical property).

Muara Laboh Geothermal Project area required a total of ±140 ha of land for the establishment of wellpads, access roads, pipeline systems, transmission lines and substations, located in the district of Pauh Duo, in Solok Selatan Regency, with 202 households affected via land compensation. None of the 202 households required physical displacement of housing and commercial assets, As per exploration and exploitation phase, all the land requirements have been acquired as of September 2015 on a “willing buyer-willing seller” basis and all affected households have been compensated above the market price and approximately 10 times the taxable value (NJOP). The entire land acquisition process has been documented in detail and was based on fair and open negotiations between SEML and affected peoples, witnessed by the Government and local elders.



**Table 2.2 Details of Land Requirement for Project**

Item	Area (m <sup>2</sup> )
Access Road	215,465
Wellpad	186,849
Service Water System	8,333
Soil Disposal	109,564
Other Facilities	34,379
Stage 1 Development Facilities	125,194
<b>Total Facilities</b>	<b>709,787</b>
<b>Total Land Acquired</b>	<b>1,418,444</b>
<b>Total Land Acquired Not Utilized</b>	<b>708,657</b>

As explained before, SEM L site is located on non-forestry area, former Cultivation Rights of PT Pekonina's tea plantation area, which was valid from 14 Feb 1979 for 22 years. After the cultivation rights validity has expired, then the land become the national land (based on The National Land Agency Letter No. 3-VIII-1999 and National Land Agency letter No.4521/14.3-300/XII/2012 dated 14 December 2012), and this area is dedicated for geothermal development in accordance with the Regency Detailed Spatial Plan Regulation No. 08/2012 as well as Location permit letter No.540.542.257.2010, dated 19 August 2010, and letter No. 050/43/BPPMD-2013, dated 4 March 2013. therefore there is no customary land in the SEM L's Project area.



Table 2.3 Project land use detail information

Component	Description	Jbr ong location	Distance of Jbr ong from wellpad	Land area required (ha)	No. landowners affected	Land already acquired?	Construction complete?
	<b>Wellpads and associated access roads</b>						
Wellpad A	Production wellpad. Well ML-A1 (production) already drilled. 4 new wells to be drilled: ML-A2, ML-A3, ML-A4 and ML-A5	Pinang Awan	4	3 ha	2	Yes	Wellpad: Yes Drilling: No
Wellpad H	Production and reinjection wellpad. Well ML-H1 (production) and ML-H2 (reinjection) drilled. 4 new wells to be drilled: ML-H3, ML-H4, ML-H5 and ML-H6	Pinang Awan	5	3.2 ha	1	Yes	Wellpad: Yes Drilling: No
Wellpad F	Proposed additional production wellpad. 1 new contingency production well proposed (if required): ML-F1	Pinang Awan	5	4.7 ha	4	Yes	No
Wellpad C	Unproductive well, also not suitable for reinjection. Used for storage of drilling cuttings. No further wells to be drilled.	Taratak Tinggi & Kampung Baru	3	2.6 ha	16	Yes	Yes
Wellpad E	Reinjection wellpad. Well ML-E1 (reinjection) already drilled. No further wells to be drilled.	Pinang Awan	3	3.3 ha	4	Yes	Yes
Wellpad D	Reinjection wellpad. No wells drilled to date. 3 new reinjection wells to be drilled (ML-D1, ML-D2 and ML-D3) and 1 contingency reinjection well, if required (ML-D4)	Pinang Awan	2.5	2.5 ha	5	Yes	Wellpad: Yes Drilling: No
Wellpad B	Reinjection wellpad. Well ML-B1 (reinjection) already drilled. No further wells to be drilled.	Kampung Baru	5	5.4 ha	2	Yes	Yes
Access roads	Construction of new access roads and expansion of existing public roads	Pekonina, Kampung Baru, Taratak Tinggi & Pinang Awan	1-4	21.5 ha	39	Yes	Complete except Wellpad F access



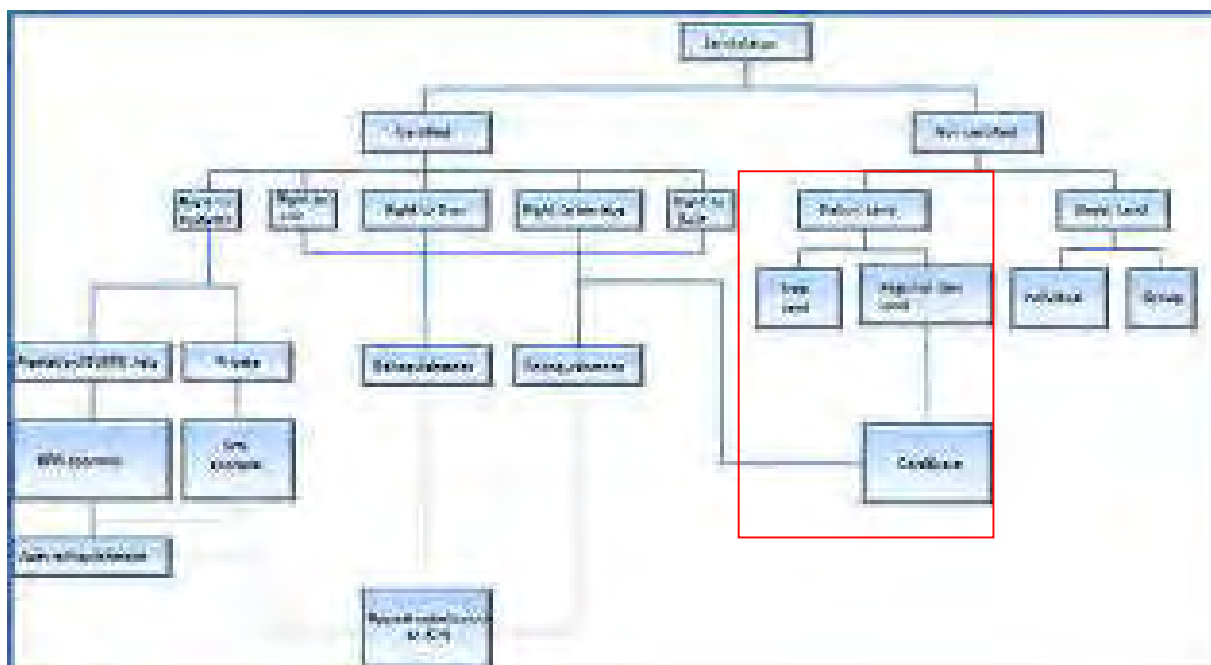
Component	Description	Jr ong location	Distance of Jr ong from wellpad	Land area required (ha)	No. landowners affected	Land already acquired?	Construction complete?
<b>Pipelines</b>							
Steam pipelines	10km of SAGs pipelines to be constructed in total.	Pinang Awan & Kampung Baru	5	7.2 ha	45	Yes	No
Brine pipeline			4			Yes	No
Condensate pipeline			6			Yes	No
Water supply pipeline	Temporary installation in place currently. Water supply pipelines to be upgraded as part of Project.	Pinang Awan, Kampung Baru & Taratak Tinggi	1-5	0.83 ha	12	Yes	Temporary only
<b>Power plant and transmission infrastructure</b>							
Generating equipment	1 x 80MW Dual Flash Condensing Turbine	Pinang Awan	4	4 ha	4	Yes	No
Cooling towers	Six cooling towers		4				No
Switchyard	To be constructed at the power plant site		4				No
Transmission line	150kV 3.2km transmission line from power plant switchyard to local substation (to be constructed by PLN under the PPA)	Pekonina, Kampung Baru & Pinang Awan	2-4	Approx. 0.3 ha	To be identified by PLN, supported by SEM L	Yes	No
<b>Associated infrastructure</b>							
Separators (x2), steam vent station, scrubber station	Locations to be determined	Pinang Awan	4	0.5 ha	4	Yes	No
Water intake 1	Existing water intake for drilling water	Pinang Awan	6	Unknown	9	Yes	Yes
Water intake 2		Pinang Awan	5	Unknown	1	Yes	Yes
Water intake 4a	Existing water intake for admin complex	Kampung Baru	2	Unknown	1	Yes	Yes
Water intake 4b		Kampung Baru	2	Unknown	1	Yes	Yes
Water intake 3b	New water intake to supply drilling water to wellpad F	Pinang Awan		Unknown	Temporary intake	N/A	No



Component	Description	Jr ong location	Distance of Jr ong from wellpad	Land area required (ha)	No. landowners affected	Land already acquired?	Construction complete?
Water intake 5		Pinang Awan		Unknown	Inside pad F	Yes	No
Water intake 6	New water intake to supply drilling water to wellpad D	Pinang Awan		Unknown	Inside pad D	Yes	No
Admin complex	Offices, meetings rooms and staff accommodation.	Pekonina	3	0.9 ha	4	Yes	Yes
Yard 1	Contains water storage and treatment plant, fuel storage, nursery and workshop	Kampung Baru	2	0.9 ha	1	Yes	Yes
Yard 2	Contains explosive storage area and pipeline storage area	Kam	2	1.4 ha	3	Yes	Yes
Workers' accommodation camp ('Yard 3')	To be located in SEM L owned land adjacent to Yard 1.	Pinang Awan	3	1.05 ha	1	Yes	No
Total:				63,28 ha	155		

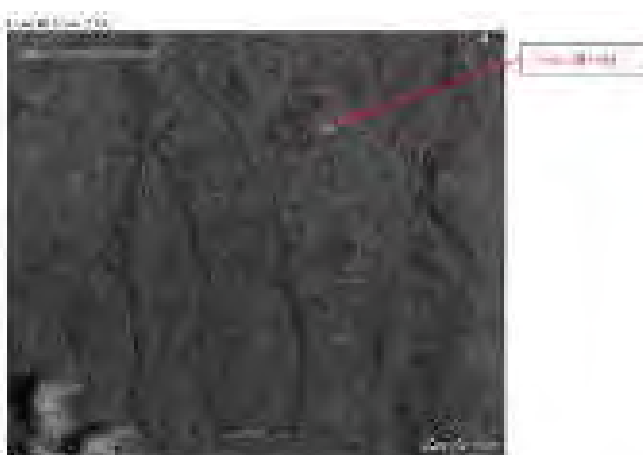


**Figure 2.5: Land Status in Indonesia**



Since 2011, SEML has started to identify, socialize, negotiate and settle the trees/plantation compensation to the cultivators. For Stage 1 Development, SEML has procured the land totally ±140 Ha, divided into 3(three) batches: batch 1(one) around 93 Ha, batch 2(two) around 10 Ha, and batch 3(three) around 37 Ha. All the land procurement process has been conducted prudently and in compliance with the related applicable land procurement laws and regulations as well as SEML Land Procurement and Certification Guidelines No. SE-PRD-GE-PRO-0001.

**Figure 2.6: Aerial Pictures of SEM L Land Conditions**







Following completion of the land procurement process and all notarial documents, SEML proceeded with the certification process based on the existing applicable laws and regulations. Land certification process for SEML Stage 1 Development has commenced since 2012, and up September 2016 the status of certification process is as follows:



**Table 2.4 Details of Land Certification issuance**

Description		Status	Date of Issuance
<b>Batch 1</b>			
1	Land certificate No. 03.19.03.02.3.00002	Completed	9 December 2014
2	Land certificate No. 03.19.03.01.3.00006	Completed	9 December 2014
3	Decree of BPN No. 95/2014 superseded by Decree of BPN No. 1/Rlt/HGB/KEM-ATR/BPN/2016	Proceed for Certificate	September 2016 (Expected)
4	Land certificate No. 03.19.03.01.3.00002	Completed	4 September 2013
5	Land certificate No. 03.19.03.01.3.00003	Completed	4 September 2013
<b>Batch 2</b>			
6	Land certificate No. 03.19.03.02.3.00003	Completed	10 December 2014
<b>Batch 3</b>			
7	Land certificates No. 03.19.03.02.3.00004; No 03.19.03.02.3.00005; No 03.19.03.02.3.00006; No 03.19.03.02.3.00007; No 03.19.03.02.3.00008; No 03.19.03.02.3.00009; No 03.19.03.02.3.00010; No 03.19.03.01.3.00017; No 03.19.03.01.3.00018	Completed	24 May 2016
8	Land certificates No. 03.19.03.02.3.00011; No. 03.19.03.02.3.00012	Completed	28 July 2016
8.b	Land Certificate No. 03.19.03.02.3.00013	Completed	15 September 2016
9	Decree has been signed (1 parcel)	Proceed for Certificate	September 2016 (Expected)

Hence, by End of September 2016 SEML expecting to obtain 100% of the land certificates for Stage 1 Development. The certification process accomplished and attained in timely manner to support stage 1 development due to on 2015 Minister of Agrarian and Spatial/Head of National Land Agency has issued regulation No. 2 year 2015 concerning Standards Services and Settings In Agrarian, Spatial and Land for Investment Activities. This regulation has imposed clear timeline in land right certification process. Moreover, Government of Indonesia fully supports towards electricity infrastructure development through Presidential Decree No. 4 year 2016 concerning electricity infrastructure development acceleration program. On article 37 paragraph 1 Presidential Decree No. 4 year 2016 stated that Government supports PT PLN (Persero), subsidiaries of PT. PLN (Persero) or Independent Power Producer in land procurement process pursuant to applicable laws and regulations.

In addition, compensation for the land was all paid during the exploration stage activity. No physical relocation and no expropriation were necessary.



### 3. Land Procurement Process

#### 3.1 Introduction

The chapter documents the land acquisition process followed, including consultations with the affected persons, approaches followed for determining compensation, negotiation and settlement processes, to identify past and present concerns related to involuntary resettlement and Indigenous Peoples impacts associated with the Phase 1 development.

#### 3.2 Applicable Policies and procedures

##### 3.2.1 Indonesian laws/ regulations

**Land procurement.** In Indonesia, there are two mechanisms for land procurement, based on the whether the implementer of land procurement is a government or private agency. The first mechanism is through “Penetapan Lokasi”, or location designation, which is regulated in law No.2 year 2012 on land procurement for development of public interest projects and its implementing regulation, Presidential Regulation No.71 year 2012 as amended by Presidential Regulation No. 30 year 2015. These regulations replace the previous regulation, presidential regulation No. 36 year 2005 as amended by Presidential Regulation No.65 year 2006, which was the legal basis for implementation of land acquisition through the Penetapan Lokasi mechanism<sup>1</sup>. The regulation stipulates the establishment of land procurement committee (LPC) as the implementer of land acquisition. The committee is appointed by a local government in which the Project is situated. The LPC Procurement Team, as the representative of the State, conducts the land acquisition process and directly negotiates compensation for the land with the land owners. This mechanism does not apply to SEML, as a private entity.

The second mechanism, called “Izin Lokasi” or location permit mechanism is applicable for SEML and has been adopted for the Project. The legal basis for this mechanism is stipulated in the Head of National Land Agency regulation no.2/1999 which sets out the location permit procedures for private business entities in acquiring land. This regulations states that land procurement for projects executed by private entities may be undertaken by the private entities directly and private business entities must first obtain location permit from the local government governing project location. Under the location permit mechanism, private business entities may implement land procurement through a direct negotiated settlement basis. The role of the local government is to facilitate and to monitor the project. A key feature of this Izin Lokasi mechanism is that, the private implementor holds no right to expropriate land owners from their lands. The land acquisition has to be done based on negotiation and agreed price with the land owners.

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<sup>1</sup> Penetapan Lokasi regulates the process of land procurement for development in the public interest, which applies to the projects undertaken and initiated by governmental institutions or entities using the state or local government budget.



**Public consultation and disclosure requirements in Government Regulations.** SEML will comply with the relevant requirements in relation to public consultation and disclosure as required in the national laws and regulations.

Summary of Public Consultation Requirements for the purpose of Location License Determination under Law Number 2 of 2012 (Law 2/2012), President Regulation Number 71 of 2012 (PR 71/2012) as amended by Presidential Regulation No. 30 year 2015, and Head of BPN Regulation Number 2 of 1999 (BPN Regulation 2/1999) is provided in table below.

No.	Salient Terms	Description	Related Articles
1.	<b>Purpose and procedure of the Public Consultation</b>	<ol style="list-style-type: none"> <li>1.Public Consultation on the development plan are to be held to reach agreement on the location of the development plan with the Entitled Parties;</li> <li>2.The Public Consultation shall be held at villages' office or other official name or sub-district in the location of the planned development or at another place agreed by the Preparation Team and Entitled Parties;</li> <li>3.The Public Consultation must be held: <ol style="list-style-type: none"> <li>a. in stages and more than once according to the local conditions;</li> <li>b. within 60 working days as of the signing of the location of the planned development temporary list.</li> </ol> </li> <li>4.If the planned development will have a particular impact, then it may involve the community which will be impacted directly;</li> <li>5.The Entitled Parties and the local community which will be impacted should be invited to attend the Public Consultation;</li> <li>6.The Preparation Team should explain the Land Procurement plan during the Public Consultation which covers: <ol style="list-style-type: none"> <li>a. the purpose and objectives of the development plan for the public interest;</li> <li>b. the stages and timeline of the Land Procurement process;</li> <li>c. the role of the Appraiser in appraising the value of the Compensation;</li> <li>d. the incentives to be provided to the rights holders;</li> <li>e. the Object to be appraised for the Compensation;</li> <li>f. the form of Compensation;</li> <li>g. the rights and obligations of the Entitled Parties.</li> </ol> </li> <li>- A dialog is to be established between the Preparation Team and Entitled Parties and the local community which will be impacted;</li> <li>- The Entitled Parties and the local community which will be impacted may be represented by other persons holding powers of attorney, and is to be evidenced by an attendance list;</li> <li>- The Entitled Parties and the local community which will be impacted must be given a chance to express their views/comments;</li> <li>- The agreement on the location of the planned development reached is to be drawn up as minutes of agreement.</li> <li>- Upon the agreement, the Agency requiring the land shall file to the governor an application for confirmation of the location;</li> <li>- the governor shall confirm the location as intended within 14 working days as of the receipt of the application.</li> </ol>	7.Article 18 (3), 19, 20 (Law 2/2012) and Articles 29, 30, 31, 32, 33, 34 (PR 71/2012)



No.	Salient Terms	Description	Related Articles
5.	<b>The role of consultation in the determination of location license</b>	<p>8. The location license shall be granted by the governor after coordination meeting of inter institutions involved led by the governor or by an official permanently appointed by him;</p> <p>9. The materials for considerations and the coordination meeting shall be prepared by the Head of Land Affairs Office;</p> <p>10. The coordination meeting shall be supported by consultations with the society holding the rights over the land in the location applied for, which shall cover the following aspects:</p> <ul style="list-style-type: none"> <li>a. the dissemination of information on the investment plan to be implemented, the scope of its impacts and the land procurement plan as well as the solution of problems resulting from the land procurement;</li> <li>b. the exemption of the land right holder from obtaining information on the investment plan and seeking an alternative solution of the problems encountered;</li> <li>c. the gathering of direct information from the public for obtaining social and environmental data needed;</li> <li>d. public participation in the form of suggestions on the alternatives of the form and amount of indemnity in land procurement during the implementation of the location license.</li> </ul>	11. Article 6 (BPN Regulation 2/1999)

In addition, SEML has undertaken consultations as required before commencing any activity at site including for the Project socialization in March 2011, Trip to existing geothermal power plant at Wayang Windu West Java involving 50 participants from the community representatives, land procurement process, and the AMDAL process in December 2013 which the key issues and suggestions by the stakeholders are summarized in the chapter on consultations.

**4. Act No. 32 Year 2009 regarding Environmental Protection and Management**

- a. Outlines requirements for public involvement and information disclosure during the AMDAL process;
- b. Outlines the importance of social and environmental resources and values and delegates responsibility to project proponents to protect and preserve these values;
- c. Requires project proponents to conduct stakeholder engagement during project scoping;
- d. Requires project proponents to obtain community input into the project risk assessment process and definition of the project social zone of impact;

**5. Ministry of Environment Regulation No. 17 Year 2012 regarding Guidelines for Community Involvement in the Process of Environmental Impact**

- a. Outlines requirements for community involvement and information disclosure during the AMDAL process and Environmental Permits.
- b. Requires all development projects to involve the community – providing information in a transparent and accountable manner, equality among parties, resolving problems fairly and wisely, coordinating and communicating across all parties.



### 3.3 Land Acquisition Process

A summary of the steps undertaken in the land acquisition process conducted by SEM L is as follows:

- **Stage 1: Location Permit issuance**

Based on the applicable regulations, prior land procurement process, SEM L should obtain “Izin Lokasi” or Location Permit. On 19 August 2010, SEM L obtained this permit based on the Head of Regency Decree No. 540.542.257.2010. The legal basis for this mechanism is stipulated in the Head of National Land Agency regulation no.2/1999 which sets out the location permit procedures for private business entities in acquiring land. This regulations states that land procurement for projects executed by private entities may be undertaken by the private entities directly and private business entities must first obtain location permit from the local government governing project location. Under the location permit mechanism, private business entities may implement land procurement through a direct negotiated settlement basis. The role of the local government is to facilitate and to monitor the project. A key feature of this Location Permit mechanism is that, the private implementor holds no right to expropriate land owners from their lands. The land acquisition has to be done based on negotiation and agreed price with the land owners

- **Stage 2: Initial Socialization with communities**

The initial socialization with communities were performed in accordance with the regulations Presidential Decree No. 36 of 2005 as amended accordingly by Presidential Decree No. 65 of 2006 which has been supersided by Presidential Regulation No. 71 of 2012 as amended by Presidential Regulation No. 30 of 2015 . The project developer (SEM L) invited local communities to socialize the project activity. First event was held at Gedung PNPM Ampalu Pauh Duo Subdistrict South Solok Regency on 22 March 2011 , whilst second event was held at Regency Hall on May 2011. The Project developer invited local communities (head of Subdistrict, Wali Nagari, Jorong, Ninik Mamak etc). The attendees for the stakeholder consultation meeting were invited by invitation letter 7 days prior the event. The objective of the meeting was to inform stakeholders about the project activity and to explain the stakeholders concerning contribution of the project activity to the sustainable development and to receive comments from the stakeholders.

- **Stage 3: Forming Joint land procurement team**

This team was comprised of representative from community, sub-district government, and SEM L. This team joined with the appointed surveyor, conducted ownership surveys (plants identification and registration, staking out the required land). The survey teams also carried out consultations with the village heads and the community leaders to explain the process and to understand the land ownership along the proposed project locations and alignment.



Table 3.1 List of Consultations

Date of consultation	Location	Theme	Participants (Number of Participants)	Information Disseminated	Key Issues Raised
Jul 2011	Jorong Ampalu, Alam Pauh Duo Village	Project information	Project affected communities		<ul style="list-style-type: none"> <li>• Employment opportunities</li> <li>• Electricity need for South Solok regency</li> </ul>
Dec 2011	Jorong Pekonina and Jorong Kapung Baru, Alam Pauh Duo Village	Land acquisition and Compensation Process	Land owners, local government,	Project background, land requirements, procedure for land acquisition, negotiations, grievance mechanism, potential benefits to the communities including employment opportunities	<ul style="list-style-type: none"> <li>• Welcomed the project activities, and expressed support for the project and Company.</li> <li>• Clarity on negotiation process and fair compensation for land and crops lost</li> <li>• Tentative timing and schedule of the project</li> <li>• Concerns with respect to land measurement (land owner not in agreement with the size measured by the topographic surveys), age of crops</li> <li>• Potential for employment in the project stage, priority of local labor over outside labor</li> <li>• Impacts during construction and operation, dust, noise, and outside labor conflicts</li> <li>• Clarity on what the process for registering any complaints, grievances regarding the project activities</li> <li>• Need for better infrastructure in the project area, roads and other infrastructure, improvement of school buildings and facilities in schools, improvement to the mosques,</li> </ul>
19 Dec 2011	Alam Pauh Duo Village		Affected persons, village head, community representatives		
21 Dec 2011	Masjid Aljihad, Kampung Baru; Masjid Pekonina, Pekonina		Affected persons, village head, community representatives		



Date of consultation	Location	Theme	Participants (Number of Participants)	Information Disseminated	Key Issues Raised
10 Jan 2013	Singgalang Newspaper	Public Announcement	Project affected communities and wider audience	Public announcement was published	
16 Jan 2013	Meeting Room of Wisma Ummy Kalsum, Muara Labuh,	Public Consultation for the EIA (AMDAL)	PT Supreme Energy Muara Laboh (SEML) and PT Greencap NAA Indonesia, together with University of Andalas and with facilitation by Solok Selatan Regency Environmental Officer (Kantor Kementerian Lingkungan Hidup Daerah / KLHD) Head of KLHD (Mr. Hapison) Greencap Indonesia (Mr. Syarif Bastaman, Director) Mr. Ismoyo, Head of Business Relations  Project affected people consisting of community leaders, government officials, community from villagers (Nagari and Jorong Resident) and NGO's and the Media  79 participants	Public Consultation on Environmental Impact Assessment (EIA), or " <i>Analisis Mengenai Dampak Lingkungan (AMDAL) Pengembangan Panas Bumi (Geothermal) 250 MW di WKP Liki Pinangawan Muaralaboh, Kabupaten Solok Selatan, Provinsi Sumatra Barat</i> " (Figure 7). In addition, this event notifies the stakeholders regarding the Project benefits and impacts and also to gain feedback from the stakeholders as the first stage of EIA document preparation.	The community representatives to be involved in the EIA process were chosen by the Head of the AMDAL Commission. Comments included hopes that the project would improve the economy and requests to hire local labor and build public facilities; requests for proponent and government transparency with respect to the Project and its impacts; concerns about landslides, mud eruptions, erosion, disturbance of catchment function and drying of flows in upper watersheds, assistance with problems of illegal logging and land clearing; requests to control traffic congestion and damage to roads; careful control of Project emissions, effluents, and wastes; and requests for free electricity and water supply.
21 Oct 2015	Mess Hall Muara Laboh	CSR Stakeholder Meeting	25 participants were present, including the Wali Nagari (Village Head), Camat (Kecamatan Head), Kapolsek (District Police Head), Koramil (Military District Head), public figures (Tokoh Masyarakat), and previous CSR	Socialization of four pillars and program synchronization with the results of the kecamatan Development Planning Consultative Meeting (MUSRENBANG--Musyawarah Perencanaan Pembangunan) accommodating proposed CSR Program.	Development of CSR activities for 2016, developed together with attending participants, including education and health, economic empowerment, infrastructure, and community relations program



Date of consultation	Location	Theme	Participants (Number of Participants)	Information Disseminated	Key Issues Raised
			beneficiaries.		
1 September 2016	Wisma Gemini Hotel, South Solok Regency	Community Committee Workshop	Key stakeholders and affected community members	Workshop on the role and function of the Community Committee which serves as the front liner on the dissemination process.	Inauguration of Advisory and Members of Community Committee Employment information Community committee role and responsibility. Project status.
1 September 2016	Wisma Gemini Hotel, South Solok Regency	Grievance Mechanism (GM) Dissemination	Project affected communities, local government and traditional leaders	GM dissemination including the GM procedure, contact detail and discuss other project issues.	GM procedure and process



The Ownership survey was intended for plants identification and registration, staking out the targeted land and all those data was recorded into Minutes of Meeting signed by the land owner, surveyor, land procurement team and witnesses from customary leader. The ownership surveys were carried out in the presence of the land owners, hamlet heads, and customary leader. The survey result were summarized, and recorded into the minutes of meeting. Both parties (land owner and SEML) keep the ownership survey minutes of meeting. In the event of non agreement reached by the land owner and SEML, SEML will not force the agreement and no signing of minutes of meeting occurred. SEML has not experienced any unsigned minutes of meeting in this stage.

[illegible]



Figure 3.2 Ownership survey



#### ■ Stage 5: Collection of basic rates and computation for compensation

The initial collection of basic rates for compensation of dry land and paddys land was performed in accordance with the applicable government regulation i.a: Governor Decree of South Sumatra Province No. 25 Year 2009, Head of Bandung Regency No. 521.5/2002 and the relevant data from the market<sup>2</sup>, as well as land and building taxable value (NJOP). The computation of compensation used to negotiate with the affected people of local community was based on mutual consent.

The relations team of SEML, based on the ownership surveys data, provided the initial entitlement matrix which detailed the total land size, boundaries, number of plants – species wise and other structures, if any. Based on this information, then the land and crops offering matrix sheets were produced.

Towards ensuring community support for the project activities and to provide a fair compensation for the affected persons, SEML adopted much higher rates and included more flexibility in its approach to determine the compensation amounts for land and crops, as detailed in Section 4.4 on valuation methodologies adopted.

<sup>2</sup> Due to this area is national land and considered as remote area, the private sellers/buyers are very limited and those land transactions would be acknowledged by Jurong as witness, therefore the market price is established by using information provided by Jurong.



▪ **Stage 6: SEM L land negotiation process public meeting**

This stage was intended to disclose the information to the affected peoples concerning the Price negotiation, grievance mechanism and payment methods prior negotiation process commenced. This event was held on 19 December 2011, attended by Head of Solok Selatan Regency/Bupati, VP. Relations of SEM L, local government offices, Head of subdistrict, Wali Nagari, Jorong, Ninik Mamak and land owners/affected peoples.

**Figure 3.3 SEM L land negotiation process public meeting**



▪ **Stage 7: Negotiations**

The landowners were free to decide whether to agree or reject the compensation price offered by SEM L, provided the price offered has to be responded within 1 week. If they agreed with the compensation price offered, each owner signed a negotiation agreement and statement letter witnessed by the Jorong, Kerapatan Adat Nagari (KAN) and Wali Nagari. A consultation event with multiple break-out group meetings was held. This clustered farmers, determined according to land user type and ethnicity, and compensation offers were made to initiate the negotiation process. The groups included farmers and land users (husband and wife), Ninik Mamak (traditional leaders), Wali Nagari and Kepala Jorong (local government leaders). Compensation offers were made at the meeting so that the process was transparent and to counter claims of inconsistency between different land owner/farmer groups. Information such as the survey results, including prices/compensation matrix, land use maps and photographs was disclosed at this time. All of this was explained to each household individually. Land owner were provided with two weeks in which to consider the offer before making counter offers, after which the negotiation would continue.



Most agreements were made there and then at the meeting. Some land owners challenged the prices – as recorded in the Project grievance log – but later reached agreements. In the event of refusal by the landowner/cultivator to part with their lands for the SEML activities, alternative sites were identified.

*“Example Case of SEML experiencing refusal of land negotiation offering when SEML determined to purchase land for administration and accomodation building site. The land owner proposed much higher price than the price of SEML offering. The negotiation was not resolved, and SEML seek alternative location for site, without any expropriation to the land owner of negotiated party”*

**Figure 3.4 Negotiation process**



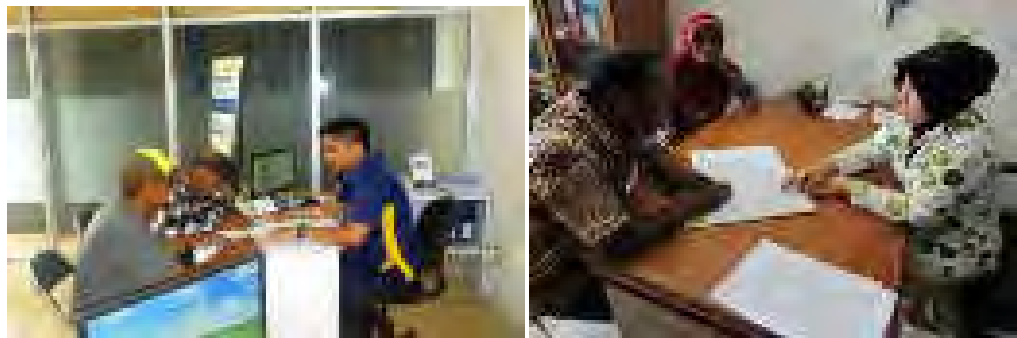
▪ **Stage 8: Signing of the deed of relinquishment & payment**

Once the individual negotiations were completed, the process was followed by the signing of land owner statement letter and deed of relinquishment attested by the public notary. once all legaly



binding deed of relinquishment has been signed, then the payment process will conducted. SEML facilitated the land owner to meet with the bank personels and the bank explained all requirements and the joint account opening process under the name of husband and wife. Appendix 1 provides a summary of the payments made to the 202 affected household.

**Figure 3.5 Notarial deed of relinquishment**



### 3.4 Valuation and Compensation Methodology

#### 3.4.1 Land

**Land rates as per Government Decree 2009.** The prevailing land as per Government requirements were based on Governor Decree of South Sumatra Province No. 25 Year 2009 the basis for land valuation, which was in the range of 1,350 IDR– 4,050 IDR per m2.



**Table 3.2: Land rates as per Government Decree, 2009**

a. Land with underbrush ( <i>belukar</i> ), marsh ( <i>rawa</i> ), and grass ( <i>alang-alang</i> ) on which the owner stays, Rp1,350.-/m <sup>2</sup>
b. Field ( <i>ladang</i> ) on which secondary crops ( <i>palawija</i> ) and vegetables are cultivated, Rp2,700.-/m <sup>2</sup>
c. Field ( <i>lading</i> )/rice field with paddy, Rp3,300.-/m <sup>2</sup>
d. Garden with plantation crops ( <i>kebun tanaman perkebunan</i> ), Rp4,050.-/m <sup>2</sup>
e. Garden with fruits and other crops ( <i>kebun tanaman buah-buahan dan lainlain</i> ), Rp2,850.-/m <sup>2</sup> .

**Land rates as per negotiations.** Based on the mutual consent between SEM L and affected people of local community the agreed rates were in the range of 6,500 IDR - 25,000 IDR per m<sup>2</sup> which indicates higher compensation provided by SEM L to the local community.

**Comparison between Land rates per negotiations, prevalent market and government regulations land rates in the project area :**

No	Type of land	Government Regulations Rate (per ha)	Market Rate (per ha)	SEM L Rate (per ha)
1	Dry lands	14 – 27 million IDR	20 – 30 million IDR	65 - 150 million IDR
2	Paddy lands	33 million IDR	50 – 80 million IDR	200 – 250 million IDR

The government requirements to compensate for lands lost are found to be lower than the prevalent market values, and in most cases will not match the replacement costs. The land transactions between private sellers occur on a negotiated agreed price and are usually lower than what is provided when corporate entities acquire lands. It was informed that the land costs (of 20 to 80 million IDR per ha) included costs of the trees, crops and assets located on the land parcel. The land acquisition process adopted by SEM L, separately values the standing crops and assets, and hence the negotiated rates are found to be higher than the prevalent market rates, due to which, there has been very minimum grievances from the communities.

### 3.4.2 Orangery, and coffee plants

The orangery plantation was the major highlight of crop compensation performed by SEM L since it was the majority of crop compensation transactions. With the actual rate settled in the range of 30.000 to 40.000 IDR per tree compared to the base rate set in governor decree of 28.000 IDR per stem, which indicates higher compensation provided by SEM L to the local community.

in addition, eventhough the number of coffee plants were not very significant, but for comparison sake, the actual rate settled in the range of 40,000 IDR per tree compared to the base rate set in the governor decree of 23,000 IDR per tree.



<b>Table 3.3: Compensation rates for orangery, and coffee plants as per Government of Sumatra Decree, 2009</b>	
For the orangery plantation which does not use high-quality seeds and is not managed in accordance with the plantation technical culture, the compensation amount shall be determined as follows (Age in years):	
<ul style="list-style-type: none"> <li>• - Up to 1, Rp 9,800.-/tree</li> <li>• - Up to 3, Rp 15,925.-/tree</li> <li>• - Up to 4, Rp23,890.-/tree</li> <li>• - Up to 5, Rp31,005.-/tree</li> <li>• - Up to 6, Rp40,370.-/tree</li> <li>• - Up to 7, Rp50,465.-/tree</li> <li>• - Up to 8, Rp50,465.-/tree</li> <li>• - Up to 9, Rp42,895.-/tree</li> <li>• - Up to 10, Rp38,605.-/tree</li> <li>• - Up to 11, Rp34,745.-/tree</li> <li>• - Up to 12, Rp31,270.-/tree</li> <li>• - Up to 13, Rp28,145.-/tree</li> <li>• - Up to 14, Rp25,330.-/tree</li> </ul> <p>Above 15, Rp22,795.-/tree</p> <p>Each orangery plantation shall be counted as 400 (four hundred) trees per hectare at maximum</p>	
For the coffee plantation which does not use high-quality seeds and is not managed in accordance with the plantation technical culture, the compensation amount shall be determined as follows (Age in years):	
<ul style="list-style-type: none"> <li>• - Up to 1, Rp19,125.-/tree</li> <li>• - Up to 2, Rp30,221.-/tree</li> <li>• - Up to 3, Rp33,780.-/tree</li> <li>• - Up to 4, Rp39,180.-/tree</li> <li>• - Up to 5, Rp37,500.-/tree</li> <li>• - Up to 6, Rp37,500.-/tree</li> <li>• - Up to 7, Rp27,600.-/tree</li> <li>• - Up to 8, Rp35,250.-/tree</li> <li>• - Up to 9, Rp34,138.-/tree</li> <li>• - Up to 10, Rp33,750.-/tree</li> <li>• - Up to 11, Rp32,700.-/tree</li> <li>• - Up to 12, Rp31,800.-/tree</li> <li>• - Up to 13, Rp30,750.-/tree</li> <li>• - Up to 14, Rp29,500.-/tree</li> <li>• - Up to 15, Rp28,506.-/tree</li> </ul>	<ul style="list-style-type: none"> <li>• - Up to 16, Rp27,450.-/tree</li> <li>• - Up to 17, Rp25,241.-/tree</li> <li>• - Up to 18, Rp24,999.-/tree</li> <li>• - Up to 19, Rp23,690.-/tree</li> <li>• - Up to 20, Rp23,302.-/tree</li> <li>• - Up to 21, Rp19,820.-/tree</li> <li>• - Up to 22, Rp19,227.-/tree</li> <li>• - Up to 23, Rp17,400.-/tree</li> <li>• - Up to 24, Rp15,620.-/tree</li> <li>• - Up to 25, Rp14,010.-/tree</li> <li>• - Up to 26, Rp10,280.-/tree</li> <li>• - Up to 27, Rp7,950.-/tree</li> <li>• - Up to 28, Rp5,919.-/tree</li> <li>• Up to 29, Rp2,735.-/tree</li> </ul>
Each coffee plantation shall be counted as 2,000 (two thousand) trees per hectare at maximum and the owner of the plantation gains benefit from the wood.	

The majority of orangery plants impacted are about 4 years old (requiring a compensation of 23,890 IDR per tree), SEM L agreed to provide a much higher rate, ranging from 30,000 IDR to 40,000 IDR per tree.

### 3.4.3 Other standing crops and trees

Orangery was the predominant crop in most of the lands acquired for the project. Other crops and trees on the affected lands were insignificant. The prevailing crop compensation as per Government requirements based on Governor Decree of West Sumatra Province No. 25 Year 2009 were as follows:



**Table 3.4 Crop Compensation Rate as per Governor Decree**

No	Crop Type	Price - IDR					Remarks
		5-10 Yr	10-20 Yr	20-30 Yr	30-40 Yr	40-50 Yr	
1	Pisang	6,525	26,100				Cluster
2	Kopi						Table 4.2
3	Lada			13,958			Stem
4	Jati						Stem
5	Kayu besi						Stem
6	Vanili						Stem
7	Kelapa	225,000	137,600				Stem
8	Sali						Stem
9	Kemiri						Stem
10	Bambu						Cluster
11	Bambang						Stem
12	Durian				2,000,000		Stem
13	Cempedak						Stem
14	Bacang						Stem
15	Duku		1,000,000				Stem
16	Kapuk						Stem
17	Kayu manis						Stem
18	Jengkoi			126,025			Stem
19	Sengon						Stem
20	Karet	214,616					Stem
21	Alpokot						Stem
22	Tomat						Meter
23	Daun Bawang						Meter
24	Brokoli						Meter
25	Nangka	14,700	63,940	152,490			Stem
26	Kayu Medang						Stem
27	Umbut Basung						Stem
28	Jeruk						table 4.2.
29	Jambu Biji		77,370	126,025			Stem
30	Petai Lamtoro				213,110		Stem
31	Mangga		156,310				Stem
32	Petai			126,025			Stem
33	Kayu Rimau				22,795		Stem
34	Jambu Air			126,025			Stem
35	Petai Besi						Stem
36	Sawah	3,300	3,300				Meter
37	Ladang/Kebun	2,700					Meter
38	Semak Belukar	1,350	1,350				Meter
39	Pekarangan	2,850					Meter
40	Rumah - Semi Permanen						Meter
41	Rumah - Permanen						Meter



**Table 3.5 Crop Compensation Rates provided by SEM L**

<b>Crop Identified within the vicinity</b> <b>PTSupreme Energy Muara Laboh Geothermal Site</b> <b>Pauh Duo Subdistric t - Solok Selatan Regency</b>							
No	Crop Type	Price - IDR					Remarks
		1-5 Yr	5-10 Yr	10-15 Yr	30-40 Yr	40-50 Yr	
1	Pisang	10,000	26,100				Cluster
2	Kopi		40,000	60,000			Sem
3	Lada			32,200			Sem
4	Jati				214,616		Sem
5	Kayu besi			157,277			Sem
6	Vanili		39,350				Sem
7	Kelapa	75,000	150,000				Sem
8	Sali				157,277		Sem
9	Kemiri				157,277		Sem
10	Bambu		2,000,000				Cluster
11	Bambang	157,277					Sem
12	Durian				2,000,000		Sem
13	Cempedak				126,025		Sem
14	Bacang			321,300			Sem
15	Duku		1,000,000				Sem
16	Kapuk	126,025					Sem
17	Kayu manis	50,000	75,000				Sem
18	Jengkoi			98,745			Sem
19	Sengon	144,956					Sem
20	Karet	60,247					Sem
21	Alpokot	43,995	103,680				Sem
22	Tomat	2,700					Meter
23	Daun Bawang	2,700					Meter
24	Brokoli	2,700					Meter
25	Nangka	14,700	63,940	103,680			Sem
26	Kayu Medang		213,238				Sem
27	Umbut Basung	154,220					Sem
28	Jeruk		30,000				Sem
29	Jambu Biji		19,110	126,025			Sem
30	Petai Lamtoro				213,110		Sem
31	Mangga		102,120				Sem
32	Petai			98,745			Sem
33	Kayu rimau						Sem
34	Jambu Air			94,040			Sem
35	Petai Besi						Sem
36	Sawah	20,000	10,000				Meter
37	Ladang/Kebun	12,000					Meter
38	Semak Belukar	10,000	6,500				Meter
39	Pekarangan	12,000					Meter
40	Rumah - Semi Permanen	150,000					Meter
41	Rumah - Permanen	600,000					Meter

While most of the rates agreed upon with SEM L were higher than the applicable rates by the Government Decree, for few crops such as durian, avocado, karet and cacao, etc. had lesser prevailing rates compared to what is required by government. The crops with lesser prevailing

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rates were insignificant part of the crop compensation and, that the agreed rate had already reflected the mutual consent between SEML and community. The community was in agreement since the overall orangery compensation payment already reflected higher rates.

#### 3.4.4 Structures

There were no permanent structures or buildings impacted within the  $\pm 140$  ha of lands acquired for the exploratory and development phase. None of the affected structures were used for residential or commercial purposes and no households will require physical or economic displacement due to the impact on structures. As per Government requirements based on Governor Decree of West Sumatra Province No. 25 Year 2009 the basis for building facility compensation related to the project development were not regulated. However, it was mentioned in the decree that rate can be used from the BAPPENAS Source. BAPPENAS rate for permanent building indicates the rate of 649,000 IDR/m<sup>2</sup>.

### 3.5 Traditional and customary lands in the project area

The National Land Agency (“NLA”), in its letter dated December 2012 (Annex.1), confirmed to the Head of West Sumatra Province National Land Agency Regional Office that the project area is a government owned free land, and the Right to Cultivate status provided to the tea plantations expired in late 1990s. This affirmation by the NLA confirms that there is no traditional or customary rights or ownership in the project area. To confirm from the The SEML team interacted with the local traditional institutions, including the Wali Nagari to understand the presence of customary lands in and around the project area. The map of Wali Nagari is included in Figure 3.6, which clearly shows that the project area does not include customary lands and is totally state controlled lands categorized as free lands.

**Figure 3.6 Wali Nagari Map**



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### **3.6 Profile of Minang communities**

Local communities in the South Solok regency where the Muara Laboh Geothermal Project is being constructed are predominantly Minangkabau or Minang, a collective term used to identify a number of ethnic groups predominantly found in West Sumatra, Indonesia. There are more than 4 million Minang living in West Sumatra, while about 3 million more are scattered through many Indonesian and West Malaysian cities and towns, comprising one of the largest ethnic groups in Indonesia.

#### **3.6.1 Minang – Culture**

Minangkabau have large corporate descent groups, but they traditionally reckon descent matrilineally. A young boy, for instance, has his primary responsibility to his mother's and sisters' clans. It is considered "customary" and ideal for married sisters to remain in their parental home, with their husbands having a sort of visiting status. Not everyone lives up to this ideal, however. In the 1990s, anthropologist Evelyn Blackwood studied a relatively conservative village in West Sumatra where only about 22 percent of the households were "matrihouses", consisting of a mother and a married daughter or daughters. Nonetheless, there is a shared ideal among Minangkabau in which sisters and unmarried lineage members try to live close to one another or even in the same house.

Landholding is one of the crucial functions of the suku (female lineage unit). Because Minangkabau men, like Acehnese men, often migrate to seek experience, wealth, and commercial success, the women's kin group is responsible for maintaining the continuity of the family and the distribution and cultivation of the land. These family groups, however, are typically led by a penghulu (headman), elected by groups of lineage leaders. With the agrarian base of the Minangkabau economy in decline, the suku—as a landholding unit—has also been declining somewhat in importance, especially in urban areas. Indeed, the position of penghulu is not always filled after the death of the incumbent, particularly if lineage members are not willing to bear the expense of the ceremony required to install a new penghulu.

The Minangs are the world's largest matrilineal society; properties such as land and houses are inherited through female lineage and guarded by clanmen. This custom is called Adat perpatih. Some scholars argue that this might have caused the diaspora (Minangkabau, "merantau") of Minangkabau males throughout the Maritime Southeast Asia to become scholars or to seek fortune as merchants. However, the native Minangkabaus agreed that this matrilineal culture is indeed the result of (not the reason for) diaspora. With their men travelling out of the country for unspecified time (with possibility of some of them not returning home), it is only logical to hand the land and property to those who do not have to leave it: The women. This also ensures the women's (meaning: mothers of the future generations') welfare and hence ensuring their offsprings welfare. Besides, native Minangkabaus argue that "Men can live anywhere and hence they do not need a house like women do". The concept of matrilineal can be seen from the naming of important museums such as "The house where Buya Hamka was born" by Maninjau Lake. It has never been and never will be Buya Hamka's house because it was his mother's house and passed down only to his sisters. Another museum in Bukit Tinggi was called by the locals: "Muhammad Hatta's Mom's house" where it is noticed that Muhammad Hatta (the Indonesia's Independence Proclamator) only had a room outside of the house, albeit attached to it.



As early as the age of 7, boys traditionally leave their homes and live in a surau (a prayer house and community centre) to learn religious and cultural (adat) teachings. When they are teenagers, they are encouraged to leave their hometown to learn from schools or from experiences out of their hometown so that when they are adults they can return home wise and 'useful' for the society and can contribute their thinking and experience to run the family or nagari (hometown) when they sit as the member of 'council of uncles'. This tradition has created Minang communities in many Indonesian cities and towns, which nevertheless are still tied closely to their homeland; a state in Malaysia named Negeri Sembilan is heavily influenced by Minang culture because Negeri Sembilan was originally Minangkabau's colony.

The traditions of sharia—in which inheritance laws favour males— and indigenous female-oriented adat are often depicted as conflicting forces in Minangkabau society. The male-oriented sharia appears to offer young men something of a balance against the dominance of law in local villages, which forces a young man to wait passively for a marriage proposal from some young woman's family. By acquiring property and education through merantau experience, a young man can attempt to influence his own destiny in positive ways.

Increasingly, married couples go off on merantau; in such situations, the woman's role tends to change. When married couples reside in urban areas or outside the Minangkabau region, women lose some of their social and economic rights in property. One apparent consequence is an increased likelihood of divorce.

Minangkabau were prominent among the intellectual figures in the Indonesian independence movement. Not only were they strongly Islamic (meaning: Their religious belief is different from the occupying Protestant Dutch), and like every other Sumatran: They are culturally and naturally proud people, they also have traditional belief of egalitarianism of "Standing as tall, sitting as low" (that no body stand or sit on an increased stage), they speak a language closely related to Bahasa Indonesia, which was considerably freer of hierarchical connotations than Javanese. Partly because of their tradition of merantau, Minangkabau developed a cosmopolitan bourgeoisie that readily adopted and promoted the ideas of an emerging nation-state.

Due to their culture that stresses the importance of learning, Minang people are over-represented in the educated professions in Indonesia, with many ministers from Minang.

In addition to being renowned as merchants, the Minangs have produced some of Indonesia's most influential poets, writers, statesmen, scholars, and religious scholars. Being fervent Muslims, many of them embraced the idea of incorporating Islamic ideals into modern society. Furthermore, the presence of these intellectuals combined with the people's basically proud character, made the Minangkabau homeland (the province of West Sumatra) one of the powerhouses in the Indonesian struggle for independence

The Minang people in the Project areas are **not classified** as IPs due to the following “distinctiveness” criteria:



Criteria	Applicable	Remarks
• self-identify and are identified by others as a distinct ethnic group;	✓	Minang people were a distinct ethnic group. however, It is part of a larger ethnic group, Malayan ethnic due to historically part of Malayan civilization which migrate from Indochina region to South East Asia  a state in Malaysia named Negeri Sembilan is heavily influenced by Minang culture because Negeri Sembilan was originally Minangkabau's colony.
People in the project area have a collective attachment to the project area. The project lands are closely related to and identified with particular clans. People feel a strong collective attachment to land of their ancestors in each of the affected villages;	X	the native Minangkabaus has custom to do diaspora. With their men travelling out of the country for unspecified time (with possibility of some of them not returning home), Besides, native Minangkabaus argue that "Men can live anywhere and hence they do not need a house like women do"
people have their own distinct customs and traditions, which they continue to display;	✓	Minang people customs were largely influenced by Islam culture and Malayan. Though the Minang have their distinct customs and traditions, the Minangs in the project area are Muslims and follow Muslim customs and traditions.  Not everyone lives up to this ideal, however, In the 1990s, anthropologist Evelyn Blackwood studied a relatively conservative village in West Sumatra where only about 22 percent of the households were "matrihouses", consisting of a mother and a married daughter or daughters
people have their own distinct language different from national language	✓	Minang have their distinct dialect though the language itself is not significantly different with Malayan or



		Indonesian language (the root of national language). Minang people are conversant with the national language in addition to their dialect.
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### 3.7 Profile and extent of resettlement impacts

Appendix 4 summarizes the household characteristics and nature of impacts to the 75 households that are living in the Project area. These 75 households were surveyed, while the rest 127 households live outside the Project area will be surveyed by SEMI after Financial Close (FC) and during mon. The nature and extent of impacts on the households living in the Project area is as follows:

**Ethnic profile.** around 80-90% of households belong to the Minang community or mixed between Minang and migrant from Javanese and sundanese groups.

**Extent of land loss.** 75 households of the total 202 households affected by the land acquisition have been identified, 41 households had more than 10% of their lands impacted.

**Table 3.6 Extent of Land Loss**

Extent of impact	number of households
0- 10%	12
10—20%	5
20 – 50%	17
50% and above	41
Total	75

**Land holding of affected households.** 75 households of the total 202 households affected by the land acquisition have been identified, 20 households had landholdings between 1 ha and 2 ha area. 52 household reported a land holding of less than 1 ha. 3 households were reported landholdings between 2 and 5 ha. This land holding data was based on the remaining land in the Project area holded by the affected household.

**Table 3.7: Land holding information**

number of households
----------------------



< 1 ha	52
1 ha to 2ha	20
> 2 ha to 5 ha	3
> 5 ha	0
Total	75

**Residual land holding and viability.** The extent of land loss information from the affected household confirms that 27 of the 75 households lost their entire land holding when SEML conducted land procurement process. It is confirmed that this 27 households utilized the compensation payment mostly for purchasing house, substituted land, and school tuition fee. Consultations with the sponsor and with communities indicated that a landholding of about two acres (0.85ha) will be required to sustain a family of 4 persons. The vulnerability of the households impacted will be further assessed during the detailed socio-economic impact monitoring activity.

**Years of occupation of the lands affected.** before 100 years ago, this Project area was considered as a remote area due to lack of infrastructure available. And since this area is considered as a very remote area then there were very little or even no human population living in, even the Minangs groups as the majority groups living in West Sumatera. Then since 1920, those things were changed, once the Project area became the tea plantation owned by the Dutch colonial. Dutch Colonial implemented the transmigration programs which brought in the javanese, and sundanese ethnics settled in and became as tea plantation workers.

This conditions attracted Minangs group to move and reside in this area. Mostly this Minang groups came from the Alahan Pajang, Twin Lakes area. Other ethnics group then following like Batak, Nias, etc. This is still happening up to now, and in the year 2014 the population in this area become 30 -40 persons/km2.

On 1973 and 1979, this area became cultivation right area owned by 2 privates company namely PT Tri Usaha Bakti (PTTUB) and PT Peconina Baru (PTPB). Not all of the area former Dutch colonial regime were managed as the tea plantation, some of the area were idle and left into the woods became as forest area. on 1999 and 2001 the cultivation rights of PT TUB and PT PB were expired, and based on the applicable law and regulations this area became state controlled land (nation land) and categorized as free land. Hence, since this era (1999/2001 – 2011) the project area were occupied by the affected households. Because the affected peoples knew that they don't have the right, they were not living in this Project area, they were only cultivated with the paddy, crops, seasonal plants, etc.



**Annual incomes of affected households<sup>3</sup>.** 75 households with averaging 4 members each had reported annual incomes between 500 thousand IDR to 3.5 million IDR per month. In September 2015, based on the data from National Statistical Bureau the poverty line indicator in the rural area of West Sumatera was 391,178 IDR per month per capita. whilst the minimum province wages rate for full time employment for year 2016 is 22 million IDR equal to 1.8 million IDR per month.

**Table 3.8: Annual Incomes of the 75 households**

Income category (IDR per month)	number of households
< 500,000	9
500,000 - 1,500,000	36
1,500,000 – 2,500,000	18
2,500,000 - 3,500,000	4
>3,500,000	5
Total	72 <sup>4</sup>

Based on the assessment, there were 5 members of the 75 households had worked in SEM L project, and 62 households had received the ISDP programs from SEM L.

**Table 3.9: Information on Secondary Income Sources**

	number of households
Received SEM L's Integrated social development programs	62 <sup>5</sup>

<sup>3</sup> The income data of the affected households presented in this section is based on the inventory collected by SEM L. These will be consolidated with the additional information on the remaining 127 affected households.

<sup>4</sup> from 75, there are 3 housewives with no income indicated

<sup>5</sup> The 62 people do not represent vulnerable households



<b>Working for Project</b>	5
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**Utilization of compensation amounts received.** Based on utilization of compensation received by affected household, most of the compensation amounts were used for house construction, children education tuition, and buy new lands, as well as daily living. The consultations carried out confirmed that most of the affected peoples are very happy with the compensation made by SEM L. the compensation fee was very usefull to restate their houses, so they had better living place, and bought the better land conditions than they had before. They can also paid the education tuition for their child, even up to master degree. they are also willing to sell their land if SEM L wants to buy their land again.

**Table 3.10: Utilization of compensation amounts received**

	Number of households
<b>Purchasing lands</b>	38
<b>Purchasing vehicle</b>	12
<b>Purchasing/ reinstate the House</b>	6
<b>Education/ tuition fee</b>	32
<b>General expenditures</b>	6

An analysis on the utilization of compensations received by households losing more than 20% of lands, show the same pattern with the previous analysis, which the significant part were used for buying new lands, education/tuition fee or daily living. This for sure, likely will improve the annual earning of the people affected in the short term, and the long term. Some of the affected household were also employed since exploration phase of the Project, and received social development program which will be expected to improve the economic status of the local community.

**Vulnerable Households.** Based on above analysis, hence the following affected households have been considered as vulnerable in the project:

- HHs with incomes less than the west Sumatra Provincial Rates for full term employment (IDR 22 million per annum) and lies under poverty line (391,178 IDR per month per capita) – 45 households
- Women headed households without any other earning members ; 4 households
- HHs headed by elderly, or with disabled children – 3 households.



### 3.8 Consultation, good faith negotiation and participation activities

Date of consultation	Location	Theme	Participants (Number of Participants)	Information Disseminated	Key Issues Raised
13 Mar 2008	Umi Kalsum Hotel, Muara Laboh	Project Information	Project affected communities	Information on planned project activities	<ul style="list-style-type: none"> <li>• Purpose of the project</li> <li>• Name of the project</li> <li>• Employment opportunities</li> <li>• Electricity black-out and shortage in South Solok</li> </ul>
18 Oct 2010	Solok Selatan Regency Office	Project information	Regent of Solok Selatan Regency and his team	Project activity dissemination as shown in Project Work plan; the contribution of the Project to sustainable development.	<ul style="list-style-type: none"> <li>• Employment opportunities</li> <li>• Electricity black-out and shortage in South Solok</li> </ul>
22 Mar 2011	Pau Duo District Hall (Aula PNPM)	Public consultation on the Mechanism for Clean Construction (MPB)	Danramil (Military District), Kapolsek (Police District), Jorong Heads, Village Government Apparatus, public figures (Tokoh Masyarakat), youth groups, Ninik Mamak, Community Empowerment Institute (LPM), and Journalists (79 participants)	Public consultation with respect to planned project activities i.a: what is Clean Development Mechanism, why this is important, what is Global Warming, what is Geothermal, why do we have to be aware of global warming, etc	<ul style="list-style-type: none"> <li>• Welcome the project</li> <li>• Hope for local employment</li> <li>• Expect company follows laws and regulations</li> <li>• Expect proper information on project and location in due time</li> <li>• Any negative impacts on Mt Kerinci due to project activities</li> <li>• Clarification on carbon emission reductions</li> </ul>
Jul 2011	Jorong Ampalu, Alam Pauh Duo Village	Project information	Project affected communities		<ul style="list-style-type: none"> <li>• Employment opportunities</li> <li>• Electricity need for South Solok regency</li> </ul>
Dec 2011	Jorong Pekonina and Jorong Kapung Baru, Alam Pauh Duo Village	Land acquisition and Compensation Process	Land owners, local government,	Project background, land requirements, procedure for land acquisition, negotiations, grievance mechanism, potential benefits to the communities	<ul style="list-style-type: none"> <li>• Welcomed the project activities, and expressed support for the project and Company.</li> <li>• Clarity on negotiation process and</li> </ul>



Date of consultation	Location	Theme	Participants (Number of Participants)	Information Disseminated	Key Issues Raised
19 Dec 2011	Alam Pauh Duo Village		Affected persons, village head, community representatives	including employment opportunities	fair compensation for land and crops lost <ul style="list-style-type: none"> <li>• Tentative timing and schedule of the project</li> <li>• Concerns with respect to land measurement (land owner not in agreement with the size measured by the topographic surveys), age of crops Potential for employment in the project stage, priority of local labor over outside labor</li> <li>• Impacts during construction and operation, dust, noise, and outside labor conflicts</li> <li>• Clarity on what the process for registering any complaints, grievances regarding the project activities</li> <li>• Need for better infrastructure in the project area, roads and other infrastructure, improvement of school buildings and facilities in schools, improvement to the mosques,</li> </ul>
21 Dec 2011	Masjid Aljihad, Kampung Baru; Masjid Pekonina, Pekonina		Affected persons, village head, community representatives		
10 Jan 2013	Singgalang Newspaper	Public Announcement	Project affected communities and wider audience	Public announcement was published	
16 Jan 2013	Meeting Room of Wisma Ummi Kalsum, Muara Labuh,	Public Consultation for the EIA (AMDAL)	PT Supreme Energy Muara Laboh (SEML) and PT Greencap NAA Indonesia, together with University of Andalas and with	Public Consultation on Environmental Impact Assessment (EIA), or “ <i>Analisis Mengenai Dampak Lingkungan (AMDAL) Pengembangan Panas</i> ”	The community representatives to be involved in the EIA process were chosen by the Head of the AMDAL Commission. Comments included hopes that the



Date of consultation	Location	Theme	Participants (Number of Participants)	Information Disseminated	Key Issues Raised
			<p>facilitation by Solok Selatan Regency Environmental Officer (Kantor Kementerian Lingkungan Hidup Daerah / KLHD) Head of KLHD (Mr. Hapison)</p> <p>Greencap Indonesia (Mr. Syarif Bastaman, Director)</p> <p>Mr. Ismoyo, Head of Business Relations</p> <p>Project affected people consisting of community leaders, government officials, community from villagers (Nagari and Jorong Resident) and NGO's and the Media</p> <p>79 participants</p>	<p><i>Bumi (Geothermal) 250 MW di WKP Liki Pinangawan Muaralaboh, Kabupaten Solok Selatan, Provinsi Sumatra Barat</i> (Figure 7). In addition, this event notifies the stakeholders regarding the Project benefits and impacts and also to gain feedback from the stakeholders as the first stage of EIA document preparation.</p>	<p>project would improve the economy and requests to hire local labor and build public facilities; requests for proponent and government transparency with respect to the Project and its impacts; concerns about landslides, mud eruptions, erosion, disturbance of catchment function and drying of flows in upper watersheds, assistance with problems of illegal logging and land clearing; requests to control traffic congestion and damage to roads; careful control of Project emissions, effluents, and wastes; and requests for free electricity and water supply.</p>
4 Sept 2013	Bukit Tinggi	Media Gathering	<p>All media in West Sumatra (newspapers &amp; electronics), local government's public relation, 35 participants were involved</p>	<p>Project disclosed information, company policy &amp; procedure, and question &amp; answer.</p>	<p>What is geothermal, how it works, and how many workers needed for geothermal operations. Other issues raised were about environmental concerns, forestry, and illegal mining.</p>
21 Oct 2015	Mess Hall Muara Laboh	CSR Stakeholder Meeting	<p>25 participants were present, including the Wali Nagari (Village Head), Camat (Kecamatan Head), Kapolsek (District Police Head), Koramil (Military District Head), public figures (Tokoh Masyarakat), and previous</p>	<p>Socialization of four pillars and program synchronization with the results of the kecamatan Development Planning Consultative Meeting (MUSRENBANG--<i>Musyawarah Perencanaan Pembangunan</i>) accommodating proposed CSR</p>	<p>Development of CSR activities for 2016, developed together with attending participants, including education and health, economic empowerment, infrastructure, and community relations program</p>



Date of consultation	Location	Theme	Participants (Number of Participants)	Information Disseminated	Key Issues Raised
			CSR beneficiaries.	Program.	
31 May – 3 June 2016	Local Market, Distric Office (Camat) and Regional Office (Bupati) of South Solok Regency	Lender's Consultant Site Visits	Local villagers visiting the local market	Questions were asked by Lender's Consultants about the knowledge of the local community and government officials about the project and the consultation so far as well as land acquisition and compensation process.	<ul style="list-style-type: none"> <li>• Community welcomes the project</li> <li>• Main concern raised is question about commencement date of the project</li> </ul>
20 -23 June 2016	Local Market, Distric Office (Camat) and Regional Office (Bupati) of South Solok Regency	ADB Lender Site Visit	Local villagers visiting the local market	Questions were asked by the ADB Lender about the knowledge of the local community and government officials about the project and the consultation so far as well as land acquisition and compensation process.	<ul style="list-style-type: none"> <li>• Community welcomes the project</li> <li>• Main concern raised is question about commencement date of the project</li> </ul>
1 September 2016	Wisma Gemini Hotel, South Solok Regency	Community Committee Workshop	Key stakeholders and affected community members	Workshop on the role and function of the Community Committee which serves as the front liner on the dissemination process.	Inauguration of Advisory and Members of Community Committee Employment information Community committee role and responsibility. Project status.
1 September 2016	Wisma Gemini Hotel, South Solok Regency	Grievance Mechanism (GM) Dissemination	Project affected communities, local government and traditional leaders	GM dissemination including the GM procedure, contact detail and discuss other project issues.	GM procedure and process



### 3.8.1 Introduction

The purpose of the consultations is to receive and consider views around the aspirations and objectives for all aspects of the proposed SEML geothermal project, including the issues of sustainability, integration, environmental improvement and quality of life. It is important that the consultations reflect the expectations, fears, apprehensions and general views of the people of the area and that through this consultation process; comments can be received, issues can be prioritized and changes can be made where appropriate during the project implementation.

There is also a need to ensure that the obligations for social inclusion are fulfilled by specifically targeting key groups, for example, people from ethnic minority communities, people with disabilities, children and young people, and the disenfranchised, who are often under represented or whose views are often not heard. Extra efforts were made to involve the females in the stake holder's consultation process. Special in house and corners meeting were arranged with the support of the local influential and residents. Besides all these, other important need of the consultation was also to fulfill the statutory requirement of the project.

SEML has been active in engaging the communities in the project area at all stages of the project till date, and is reflected in the general awareness and positive perceptions received from the communities and the affected persons. The public consultation activities undertaken till date are summarized in 4 stages:

1. At the project inception stage, where in Initial socialization meeting was organized in March 2011, to introduce the project, its proposed activities and impacts, timelines etc to the communities, local government, and customary leaders.
2. Consultations during the land acquisition and negotiation stage, wherein a series of village meetings (2011 – 2012) apart from individual and group consultations (2012 – 2015) with the affected persons were carried out. In addition, consultations with the village heads and community representatives have been carried out during Project disclosed information, Land acquisition process, the UKL/UPL for the exploration activity, and community field-trip to existing operated geothermal field and power plant, to understand the profile and perception of the communities.
3. Consultations during the AMDAL process, wherein a formal consultation on the project inviting a wide range of stakeholders, to understand the perceptions and priorities of the communities and stakeholders was conducted on 16 January 2013.
4. Annual Stakeholder meeting every month October, as a consultation and discussion forum to obtain stakeholders' needs in developing integrated social development program for upcoming year.

### 3.8.2 Initial socialization meeting

Stakeholder consultation meeting starts on 18 October 2010 at Solok Selatan Regency Office in Padang Aro which attended by Solok Selatan Regent and his team. The objective of the meeting were :



1. To inform stakeholders about the project activity that shown in Project Work Plan and Budget,
2. To explain the stakeholders concerning contribution of the Project activity to the sustainable development, and
3. To receive comments from the stakeholders.

There were serials of public consultation after this initial meeting, such as :

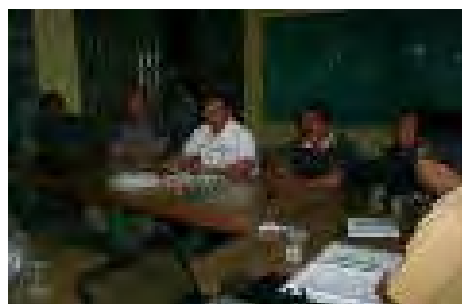
1. July 2011, Socialization Meeting to communities in Jorong Ampalu, Alam Pauh Duo Village.
2. December 2011, Land and price negotiation process dissemination with the land owners, local government, continued with land acquisition explanation and dissemination, followed with price negotiation in Jorong Pekonina and Jorong Kampung Baru, Alam Pauh Duo Village.

### **3.8.3 Consultations with communities in the Project Area (Grass root level)**

The grass root level consultations were carried out in the following project villages:

- Alam Pauh Duo Village
  - Pekonina Hamlets
  - Kampung Baru Hamlets
  - Taratak Tinggi Hamlets
- Pauh Duo Nan Batigo Village
  - Pinang Awan Hamlets

**Figure 3.6 Public Consultation Activities**







An overview of the village level consultations held during the land acquisition and negotiation stage with the affected persons and the village representatives is provided in Table below. Appendix 4 includes the list of persons who attended these consultation meetings.

**Table 3.11: Summary of Village level consultations with Affected Persons**

Date of consultation	Location	Number of participants	Background of participants	Information disseminated	Key issues raised
19 December 2011	Alam Pauh Duo Village		Affected persons, village head, community representatives	Project background, land requirements, procedure for land acquisition, negotiations, grievance mechanism, potential benefits to the communities including employment opportunities	Welcomed the project activities, and expressed support for the project and Company. Clarity on negotiation process and fair compensation for land and crops lost Concern from coffee planters within the protection area, whether they will be compensated for crops since the land does not belong to them Tentative timing and schedule of the project Concerns with respect to land measurement (land owner not in agreement with the size measured by the topographic surveys), age of
21 December 2011			Affected persons, village head, community representatives		



					<p>crops (compensation of coffee is based on age, the decree rates for 20 year old coffee plants is low)</p> <p>Potential for employment in the project stage, priority of local labor over outside labor</p> <p>Impacts during construction and operation, dust, noise, and outside labor conflicts</p> <p>Clarity on what the process for registering any complaints, grievances regarding the project activities</p> <p>Need for better infrastructure in the project area, roads and other infrastructure, improvement of school buildings and facilities in schools, improvement to the mosques,</p>
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The summary of SEM L's responses to the key issues raised is provided in Table below.

**Table 3.12: Issues raised and SEM L's response – Consultations with affected persons and communities**

<b>Key concerns and issues</b>	<b>SEM L's response</b>
Clarity on negotiation process and fair compensation for land and crops lost	<p>The compensation rates will be agreed upon only after negotiations with the affected landowners. No expropriation of lands will occur. In case of owners/ cultivators unwilling to part with their land/ assets, SEM L will not forcefully acquire their properties.</p> <p>The compensation rates will be fair and worked out to ensure that the affected persons are able to buy equivalent properties or invest in their businesses, so that their livelihood is not affected.</p> <p>The grievance mechanism and the Relations team are available for any further concerns of the affected persons on compensation and land acquisition related concerns.</p>
Concern from coffee planters within the protection area, whether they will be compensated for crops since the land does not belong to them	SEM L will compensate for all standing crops and assets on lands to be acquired, irrespective of the land ownership.
Tentative timing and schedule of the project	The exploratory drilling will be initiated by first quarter of 2014. The drilling activities are expected to be completed by end 2014. Depending on the success of the exploratory phase, the subsequent phase, ie. Geothermal plant construction will be initiated subsequently.
Concerns with respect to land measurement (land owner not in agreement with the size measured	The land measurements by topographic survey instrument is accurate. However, in the event of any issues in the measurement, there can be a verification in presence of the village heads and the SEM L team.



by the topographic surveys), age of crops (compensation of coffee is based on age, the decree rates for 20 year old coffee plants is low)	The rates for coffee plants will be fixed favorably to the affected persons. SEM L, to ensure that the local communities are not negatively impacted, proposes significantly higher compensation rates for coffee plants compared to the Government Decree requirements. In addition, SEM L proposes to compensate for 2500 plants per hectare as against the requirement to compensate for 2000 plants per hectare.
Potential for employment in the project stage, priority of local labor over outside labor	SEM L will have mechanisms to prioritize local labor. Arrangements (contracts) with the contractors will include the need to hire local labor, provide opportunities to local communities in provisions of supplies and other equipment hire
Impacts during construction and operation, dust, noise, and outside labor conflicts	SEM L will implement an environmental management plan to address construction related impacts associated with dust, noise, air quality etc. Since most of the unskilled labor will be hired locally, need for migrant labor will be minimal. The contractor will be required to train his workforce on conduct and relations with the local communities. SEM L proposes to include a community relations staff within the contractor team to ensure smooth working with the local communities. In the event of any concerns /impacts, the affected communities can contact the grievance mechanism and the Relations Team of SEM L
Clarity on what the process for registering any complaints, grievances regarding the project activities	Grievance redress mechanism has been developed and established. The process of grievance redress and the contact details of the person to be contacted was provided.
Need for better infrastructure in the project area, access roads, toilets etc, improvement of school and facilities, improvement to the mosques	SEM L is committed to implement an Integrated Social Development Program that will work together with the local communities and institutions in identifying priority infrastructure improvements.

### 3.8.4 Consultations with village heads and community leaders

Consultations with the village heads and local leaders were undertaken to understand the profile of the villages, cultural and religious practices, infrastructure availability apart from understanding the community perception of SEM L activities and about the project. The villagewise profile presented in Chapter 2 of this report summarizes the findings of these consultations and discussions with the village and community representatives. The key concerns and suggestions raised and the response by SEM L is provided in table below.

**Table 3.13: Issues raised and SEM L's response – Consultations with village heads and Community leaders**

Key concerns and issues	SEM L's response
Expectations of employment opportunities and benefits to the	Employment opportunities to the local communities, especially the affected persons will be ensured by SEM L. Mechanisms will be framed

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Key concerns and issues	SEM L's response
villages	during the exploratory phase and the subsequent stages to ensure that local workforce is prioritized by the contractors. SEM L is committed to the welfare and upliftment of the communities in its project locations. A social development program will be worked out in consultation with the communities, local leaders and representatives, to carry out various development initiatives in the project area and the regency.
Involvement of village apparatus in the decision making	SEM L committed that the village apparatus will be involved in the various decisions of the project, involving the communities, related to land negotiations or labor procurement.
concern about potential conflict and resentment between local population and migrant workers.	Majority of the workforce will be locally coming from South Solok Regency, Outside labor is limited to skilled labor and other technical positions not available locally. SEM L will ensure that all contractors to have a dedicated relations staff working with the community. Key role, addressing concerns of potential conflicts with the locals and assist in the employment opportunities. The contractors, in line with good engineering practices are required to orient migrant workers to minimize conflicts with host population. Any grievances of the host population with migrant labor can be reported to the grievance redress mechanism, or discussed with the staff of the relations team at site. There will be a code of conduct to minimize the conflict, this code of conduct will be socialized to the contractors

### 3.8.5 Public Consultation as part of AMDAL process

A formal public consultation, as part of the AMDAL process, was conducted on January 16, 2013 at Ummi Kalsum Big Meeting Hall in Muara Laboh Sub-District. The audience were coming from 2 subdistrict (Pauh Duo Sub-District and Sangir Sub-District) and included various stakeholders including the affected community, residents in the vicinity of the project area, village and community representatives, officials of the various government agencies in the Regency and subdistricts. The key issues raised during the AMDAL consultation is summarized in Table below. Proceedings of the AMDAL consultation meeting is summarized in Appendix 5.

**Table 3.14: Issues raised and SEM L's response – AM DAL Consultation meeting**

Key concerns and issues	SEM L's response
To provide opportunities for local people to do business with the company	SEM L is committed to provide opportunities to the local communities as partners/ suppliers in providing provisions supplies, equipment hire, catering supplies etc.
Provision of fair compensation to land and assets lost	The lands required for the exploratory activities has been obtained through negotiated settlements, and rates offered has been always higher than the market rates and the rates prescribed by the Government Decree. Similarly, the compensation for crops and other assets has been based on negotiations and fixed higher than the market prices. SEM L plans



Key concerns and issues	SEML's response
	to continue this process in the subsequent stages of the project too.
To maintain contact with local leaders as frequent as possible, to response with people of different view with SEM L, and to prove SEM L existence is to increase the welfare of the local community.	The relations team of SEM L apart from the project team, both deployed at the project location, will maintain contact on a regular basis with the local leaders. Further involvement of the local leaders and representatives are ensured through their participation in the presidium/community committee, consultation meetings and during the negotiations process
To provide priorities to locals for the unskilled labor opportunities in the project,	This is done through the local resource mechanism supported by community committee. Most of the unskilled labor is from locals. Priority to the affected persons, whose lands has been impacted, will be given.
Improve infrastructure facilities in the project area – specifically improvement of access roads, sanitation improvements, electricity supply, improvement to mosque etc	An integrated social development program is being developed and will be implemented by SEM L to address the urgent infrastructure priorities. The finalization of the infrastructure proposals will be taken up in consultation with the village heads and community representatives.
Prioritize at least 50% of the workforce during plant operations from locals	SEML is committed to employ local persons for job opportunities during operations. The communities will be provided opportunities for skill development so that they can be hired into the plant operations.
In the event of side effect to the local community from PT SEM L project, there should be a mechanism for PT SEM L to take accountability and responsibility.	SEML to conduct operations safely, and with minimal environment impact, and minimal negative impact to the community (such as: traffic, noise, pollution) The grievance redress mechanism has been effective in resolving grievances if any. In addition, interactions with the relations team on a regular basis will ensure smooth redress of complaints if any.

Summarizing the recommendation and input received during the consultation process as follows:

1. Employment opportunities for community, especially for affected people and the opportunity to provide goods or services for SEM L's need during the exploration phase
2. Transparency, close communication and coordination with community regarding the project activity
3. Upgrade on public facilities such as roads, market, praying facility etc

In addressing the recommendation and inputs received, SEM L had made responses to the issues discussed during the consultation, such responses were as follows:

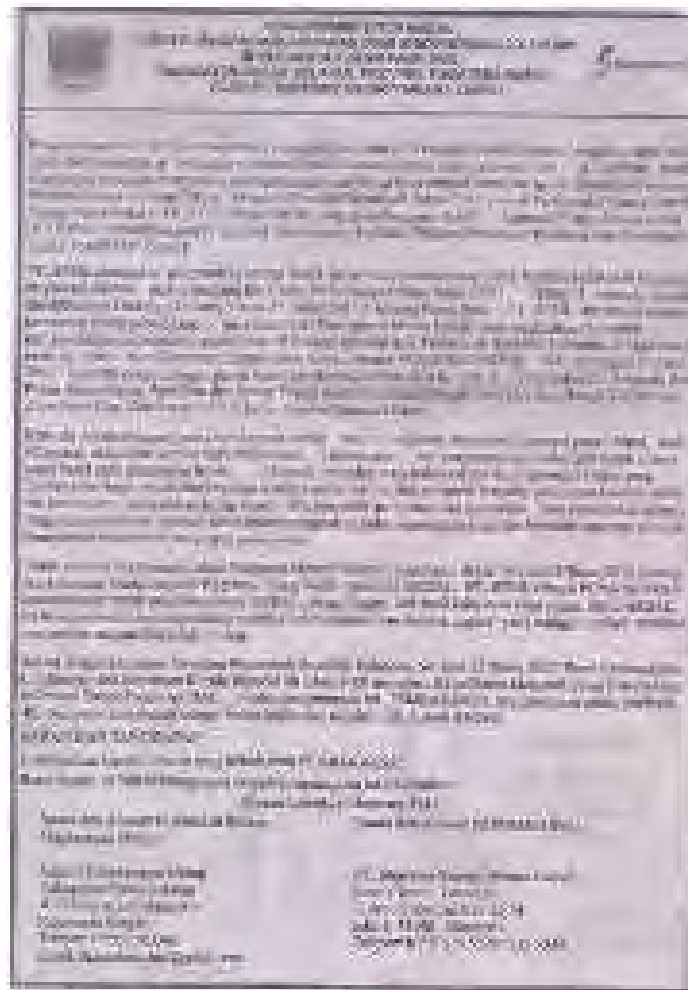
1. Employment Program for local communities during exploration phase, for example security guards and drivers.
2. Conduct benchmarking visit to Wayang Windu Geothermal Power Plant in West Java as part of socialization of geothermal power plant how it can impact positively to the community
3. Community development program performed by SEM L which focus on Education, Economy Empowerment, Community Relationship, and Infrastructure Improvements, including but not limited to, scholarship for students, computer for schools, donations/



sponsorship for community events, renovation of mosque, road improvement, embroidery training for women empowerment, and renovation of village market.







### 3.8.6 Benchmarking visit to geothermal plants operational in Java

One of SEML major initiatives in terms of providing meaningful socialization to the local communities and affected people was the benchmarking visit to geothermal plants operation in Wayang Windu, Pangalengan, West Java. Conducted on September 9, 2013 and attended by 50 representatives from local community, the visit was successfully conducted, with the release of statement of support notification letter signed by all the representatives

The visit was arranged by SEML relations team, with 90 representatives from local community (including community elders, NGO, government officials, and religious leaders). The visit primary objective was to provide information of Geothermal power plant operations, and how it can generates electricity for the local community to increase the welfare. The second objective is to help stakeholders understand the complexity involved during the exploration phase, and the importance of local community support will incredibly affected the successful continuation of the project, which will

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eventually provide more benefit to the local community as a whole, and the third objective was to demonstrate the benefits of geothermal powerplant for the environment, and the reality that it helps the conservation of the forest, and that the local people still able to continue their agriculture work without interruption, co-existing with the project. During the visit the attendees were provided with the information of basic operations of Geothermal power plant, and the conservation of forest surrounding the project area. The information and visual experience helped securing the attendees trust of the SEML project will be similar to what they experience at Kamojang, West Java.

By the end of the visit, every participant understood, and accepted the benefits of geothermal project for the community, and this was reflected by their willingness to support the project.

**Figure 3.8 Wayang Windu - Pangalengan Benchmarking visit**



### **3.9 Grievance Redress Mechanism**

SEML acknowledges that the company will only prosper by establishing and maintaining good relations with local communities, minimizing negative impacts, respecting human rights and providing sustainable benefit for its host communities. A Grievance Redress Mechanism to address the grievances of the communities has been established by SEML.

SEML will utilize various ways to socialize this Grievance Resolution Mechanism and to create community-level awareness of the grievance procedure. Specifically information will be provided through direct communication during consultation and community meetings. More specifically, upon request, each complainant will receive a written copy of this document once the complaint is logged.

The Project's activities are based on the concept of partnership. However, the Project recognizes that complaints during the Project development may arise. The Project also recognizes the need to acknowledge such complaints or claims and to have an established grievance tracking and resolution mechanism to efficiently and transparently address issues as they arise. Accordingly community members in the Project area, in particular villagers in the primary impact areas will have access to the grievance tracking and resolution mechanism as described below. The Project commits to ensuring that complainants can lodge and resolve complaints without cost and with the assurance of a timely response to the claim.





While the Project aims to resolve the majority of individual, group and community grievances by direct resolution at individual or group level, a hierarchical grievance resolution mechanism has been developed as follows:

1. direct resolution at the individual or group level;
2. community-level resolution through public meetings;
3. resolution through a stakeholder group comprising Project representatives, government representatives, religious and village leaders, and the complainants; and finally
4. Recourse to legal counsel if the grievance cannot be resolved.

The Project will establish a centralized grievance log and tracking system. This database will be utilized to allow all registered grievances to be tracked and recalled as and when necessary. The Project's performance in managing and closing out grievances will be reviewed as part of internal and external monitoring

More specifically the Grievance Resolution Mechanism details as follows.







**Step 1:** Complaints may be expressed verbally or in writing to the Field Representative PT Supreme Energy in Muara Laboh. Contact detail for the Representative will be provided and disclosed to the Affected Community through signage, flyers, and other media. Complaints received by other Project personnel will be forwarded to the Field Representative.

**Step 2:** Site Support Manager will be responsible for documenting verbal and written complaints. Complaints will be written onto a complaints log and action form (see attached). The complaints log and action form records (a) who reports the complaint; (b) the date the complaint was received and recorded; (c) the nature of the complaint; (d) information of proposed corrective action; (e) date of response (verbal and written) provided to the complainant; (f) corrective actions taken by whom and when, and (g) the date the complaint was closed out.

“Minor” complaints will be then directed to the Site GRC within 1 (one) day period, which could include the Relation Response Team, Community Committee, and/ or Contractor Representatives depending on the particular cases for necessary actions and immediate tactical with limited adverse impact to the community and the Company. This will be followed by the action plan provision and implementation no longer than 2 (two) working days. And it goes to Step 8.

As for “Major” complaints, the cases which have high adverse impact to the community and the Company will be directed to the Step 3.

**Step 3:** All complaints log and action forms will be forwarded to the management team. Appropriate actions to close out the complaint will be determined and written onto the form. Where necessary the Relation, Project, Security and/ or SHE team will investigate complaints from the community and an investigation report will be developed. All the process should be finalized within 1 (One) week at most, depend on the cases.

**Step 4:** A written response for every grievance will be prepared within 14 (fourteen) working days at most. The response will be delivered verbally before the written copy is provided to the complainant. The complainant will be asked to sign and date the complaints log and action form to confirm receipt of the Project written response and Action Plan.

**Step 5:** Action Plan implementation. The management PT Supreme Energy recognizes that eventually timelines for possible actions will be determined by the nature of the grievance as stipulated in the agreed action form. If more time is required to implement appropriate actions, the Relations and/ or Security team will inform the complainant. Relation and/ or Security Team, however, will assume responsibility for ensuring all actions are implemented to close out the complaint.

In most cases the written response and agreed actions may be sufficient to resolve the complaint, otherwise more actions will be taken. When the actions are completed the process will be continued by confirming to the Complainants on the compliancy of the results with the agreed action plan.

**If unresolved,**

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**Step 6:** the complainant will be referred to the Grievance Resolution Committee. The Committee will comprise department of Relations, Security, and Site Support. Other sections or department i.e., SHE, Legal, Project, Subsurface, Drilling, Supply Chain Management, Contract, Accounting, HRD, etc will be included on a needs basis. The Grievance Resolution Committee aims to resolve complaints within 21 (Twenty One) working days. Again, depending on the nature of the complaint, a longer timeline may be agreed upon with the complainant. If an agreeable solution is reached, the complainant will be asked to sign on the log book, date, complaints and the agreements to confirm receipt of agreement with the Project written response.

When it is resolved the process will be continued by action plan implementation (Step 5) and confirming the results to the Complainants.

**Step 7:** Should all the steps above be insufficient in resolving the issue, the final resolution is found by legal counsel. The Indonesian law jurisdiction shall apply. The timeline will follow the applicable law and regulations.

When it is resolved the process will be continued by the action plan implementation and confirming the results to the Complainants.

**Step 8:** The confirmation on the results from the Complainants should be submitted within 7 (seven) working days after the results confirmation log is given from the SEML, otherwise the complaint log will be deemed as closed. Should both parties are agreed on the compliances of results, both parties will sign and date the agreement form. Otherwise, the process will be given back to the Grievance Resolution Committee for the action plan re-implementation.

**Step 9:** The agreement on the results will become the log closing and will be recorded and archived as a formal document for filing and evaluation purposes.

### **Grievance Contact**

The grievance contact is an appointed individual tasked to handle grievances. It is usually the Relations Officer who is designated as the grievance contact. However, The Grievance Contact may be appointed from any section/ department within the organizational structure.

The Grievance contact will be trained to handle grievances related issues. The Grievance Contact will be responsible for training on grievance procedures to any staff at any facility that may request it and to build trust among the community. The Grievance Contact will also have the knowledge and capacity to manage the grievance mechanism and processes.

The grievance contact is in charge of acknowledging the receipts of any grievances for delivering a response to the complainant, regardless of who initially received the complaint. Other personnel at the project site may be involved in the grievance



resolution process, such as:

1. Site Support Manager
2. Security Coordinator
3. Relations Officer
4. Field SHE Representatives
5. Community Committe

The Grievance Contact is constantly taking the initiative in attempting to mitigate grievances before they become serious enough to be formal complaints. The Grievance Contact will work closely with the Grievance Resolution Committee to ensure all grievances are addressed in a reasonable time frame and that the resolution procedure is impemented in a local culturally sensitive manner and custom.

The Field Relations Manager is ultimately responsible for the resolution of any grievances associated with production and thus maintains control of the decision-making process with regards to the resolution of grievances.

Within one(1) day of the receipt complaint, the Grievance Contact is required to give a written notice to the complainant confirming receipt of the grievance and detailing the grievance investigation and reconciliation process. The Grievance Contact provides contact information to the complainant to facilitate further communication as well as inform a timeline for resolving the issues.

Futhermore, detailed grievance mechanism procedure is explained in the SEM L Stakeholder Engagement Plan (SEP).

### **Dissemination Program**

To have this mechanism succesfully implemented and well-known by the communities, a regular dissemination program should be introduced to the system, as follows:

1. Developing the role and function of the community working group as the front liner on the dissemination process. The Group would facilitate a regular gathering between the Company's representative and the community, among others to introduce and maintain the awareness on the Grievance Mechanism.
2. Regular update to the Head of the Village or "Wali Jorong", as the arm of the Grievance Contact, in understanding the community knowledge on the Grievance Mechanism.
3. Distribute the printed materials (newsletter) on the Grievance Mechanism to the community.
4. Provide signage and other media to inform the contact details of the Grievance mechanism and its committee to the affected community.



### Identification of Grievances

It is depending on the claims through the grievance mechanisms rather than bringing a formal complaint to the police or the court. Possible sources of information on grievances may include:

1. Individuals approaching project personnel on their own;
2. Individual voicing complaints during regular liaison visits to villages;
3. Media;
4. Stakeholder requests;
5. Community organizations;
6. Government Officer;
7. Employees;
8. Jealousy of others if one does not receive similar benefits;

Informal channels of communication such as personal conversation, hearsay, or community rumors may alert personnel to a possible grievance in the community.

In these cases, the nearest available Grievance Contact travels to the source of the information to investigate the validity of the possible grievance.

If there is an actual grievance involved and the claim is deemed valid by the Grievance Contact, the Grievance Contact immediately initiates the grievance procedure. Should there be no actual grievance confirmed, the complaint is deemed invalid.

**Table 3.15: Contact records the entire investigation for logging purpose.**

Type of Grievances	Complainant (s)	Example
Relatively minor and one-time problems related to company operations	An individual or family	A company truck damaging a community member's property
Relatively minor but repetitive problems related to company operations	An individual or family of small group of people	Livestock running loose due to company's failure to close gates
Relatively minor but repetitive and widespread problems	Multiple individuals, families, or larger groups	Company related road traffics raising dust on community properties
Significant and larger repetitive problems	Community groups, non governmental or community based organizations or local governments	Company structure or construction allegedly causing structural and/ or aesthetic damage to community buildings
Major claims that company activities have resulted in significant adverse impacts on larger populations of people	Community groups, non governmental or community based organisations or local governments	Company operations adversely impacting a community's water supply, making it unsafe for drinking, livestock, and/ or

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Major claims over policy or procedural issues	Non governmental organizations, community groups or community based organizations, or local governments	irrigation  A company's non-compliance with its own policies; failure to follow guidelines of multilateral lenders for adequate consultation to achieve prior and informed consent; inadequate resettlement and compensation of affected populations
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### **Grievance Log**

The Grievance Log contains a record of the person responsible for an individual complaint, and records dates for the following events:

1. Date the complaint was reported;
2. Date the Grievance Log updated;
3. Complaint description;
4. Date information on proposed corrective action sent to complainant (if appropriate);
5. Date the complaint was closed out;
6. Date response was sent to complainant;
7. Response of Complainant after Complaint Closed Out;
8. Date of the complaint was finally close out.

Informal complaints and criticisms, written or oral, made against PT Supreme Energy Muara Laboh staff are recorded in the same way as formal grievances and complaints against PT Supreme Energy Muara Laboh as a company. In the case of serious grievances, the issue is tracked and dealt with as PT Supreme Energy Muara Laboh Management sees fit.

### **3.10 Public consultation on ESIA**

Upon completion of the ESIA and the environment and social compliance audit reports, SEM L conducted the Public Consultation for Muara Laboh Geothermal Power Plant Development on Thursday, 28 September 2016 in Umi Kalsum Hotel at Muara Laboh City. During this public meeting that attend by almost 275 persons from the surrounding villages around Muara Laboh Project including affected persons, village communities, elected representatives, representatives of traditional institutions, the authorities from Regency, Police Sector, Military Sector, Forestry Office, Environmental Office, Kerinci Seblat National Park. The meeting covered the following key aspects:

- Project Description including its impacts on local communities and environment.
- Land Acquisition Plan for PLN Tower Footprint
- Recruitment for Drilling and Construction Project
- Opportunities for Local Supplier

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- Grievance Mechanism Procedure
- ESIA Results

Appendix 6 provides a summary of the findings of the consultations and the list of participants.

### **3.11 Integrated Social Development Program (ISDP) by SEM L**

This section details the efforts towards social development being implemented or proposed to be implemented by SEM L as part of the exploratory phase. The aim of these efforts by SEM L has been to (i) effectively address adverse impacts on affected persons, majority of whom are Minang communities considered IPs under ADB SPS, and (ii) implement various activities that are beneficial to the larger communities, based on community needs and expectations in the project area. The integrated social program is implemented by SEM L through the relations team and supported by the community relations staff. The relations team report on a regular basis, the efforts on ISDP implementation and stakeholder engagement, to the site support manager and as well as to the head office. Given its commitment towards social upliftment and development of communities, especially of the affected persons, SEM L managed internally to accommodate the interests of local communities with the interests of the Company, to achieve cordial relationships between the company and the local community. This section includes (i) an indicative social program being implemented and by SEM L; (ii) details on the opportunities to the local communities provided by SEM L till date in the exploratory phase; and, (iii) the budget for financing the integrated social program.

#### **3.11.1 Focus Areas of SEM L's ISDP**

SEM L, has in its commitment to implementing ISDP has clearly outlined its vision for the exploration phase and the subsequent phase. SEM L proposes actions targeting addressing the major concerns of the communities on date, related to (i) address adverse impacts on the communities in the project area, especially the affected persons and (ii) Implement various activities that are beneficial to the larger communities, based on community needs and expectations in the Project area for the residents of Pekonina, Kampuang Baru Pikonina, Taratak Tinggi Pekonina, and Sapan Sari Pekonina Jorong. Since the majority of the affected persons belong to Minang community and Minang group accounts for nearly 90% of the population in the project villages, this ISDP implementation will address impacts on the Minang communities, in terms of managing adverse impacts as well as providing benefits to the people.

SEM L's ISDP program basically has 4 main focus area, such as : Education, Economy Empowerment, Infrastructure and Community Relations.

- Education and health : The activities of SEM L by providing teacher skill upgrading, mass circumcision, athlete skill upgrading, book donation, and scholarship
- Economy Empowerment : The activities of SEM L by improving the agriculture product of the community by providing transfer knowledge and technology to local poultry, local fishing, distribution of quality seeds for farming
- Community Relationship : The activities of SEM L by improving the school facility, water treatment for local community, access road improvement, mosque renovation, health infrastructure, and government office infrastructure

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- Infrastructure : SEM L provides renovation for Mosque or praying facilities, road improvement, public sanitation facilities

**Figure 7.9 ISDP Activities for SEM L**



### 3.11.2 ISDP Programs and Activities

SEM L fully understands and acknowledges its responsibilities to conduct social development activities. During the exploration phase, SEM L has approximately spent USD 591,395 to date, funding for social development and livelihood restoration.

Following the community stakeholder engagement meeting held on October 2015, various proposal were received related to ISDP activities. The activities proposed are currently reviewed by SEM L management and subject to the continuation of SEM L project to the next phase of development.

**Table 4.16: Programs proposed to SEM L during community stakeholder meeting**

Activity	Target beneficiaries	Duration	Resources	Other partners
<b>1 Economic empowerment</b>				
Internship for 20 local poultry	Communities in South Solok Regency	Development Phase	SEM L	Agricultural office, local poultry
Provision of fish seeds for fish farmer	Pauh Duo Jorong in the vicinity of Project site (Circle 1)	Development Phase	SEM L	Agricultural office, local fisherman
Skill development training for women (sewing,	Jorong in the vicinity of Project	Development Phase	SEM L	Head of villagers, sub-district government



Activity	Target beneficiaries	Duration	Resources	Other partners
embroidery club) and youth (construction, trade, electrician, automobile repairs etc)	site (Circle 1)			officials, training institution, and skill development experts
Funding assistance for local entrepreneur	Pauh Duo Jorong in the vicinity of Project site (Circle 1)	Development Phase	SEML	Financing institution, experts etc.
Provision of Macademia seeds for local farmers	Pauh Duo Jorong in the vicinity of Project site (Circle 1)	Development Phase	SEML	Agricultural office, local farmers
<b>2 Education and scholarship</b>				
Scholarships (with specific targets on girls)	Land owners, affected communities	Development Phase	SEML	Local schools, and village heads
Provision for local religion books for school students	Pauh Duo Jorong in the vicinity of Project site (Circle 1)	Development Phase	SEML	Local schools, village heads, book publisher etc
Skill upgrade for local athlete (volley, soccer, badminton etc)	Pauh Duo Jorong in the vicinity of Project site (Circle 1)	Development Phase	SEML	Sport coach, local athlete, local sport school
Mass circumcision (with specific orphan children)	Pauh Duo Jorong in the vicinity of Project site (Circle 1)	Development Phase	SEML	Local school, and village head
Provision for local pre-school teacher to increase the education quality	4 Nagari Jorong (Circle 1)	Development Phase	SEML	Local school, and village head
Skill upgrading for teacher to increase the teacher quality	Communities in South Solok Regency	Development Phase	SEML	Local school, and education institution
<b>3 Infrastructure improvements</b>				
Access road improvement to the villages within the protection forests and improvement of connectivity between villages	Jorong in the vicinity of Project site (Circle 1)	Development Phase	SEML	Subdistrict office, village heads and local communities
Improvements to infrastructure in the project villages including public sanitation facilities, inner roads, drainage and small scale water supply improvements	Pinang Awan, Kampung Baru, Pakan Selasa	Development Phase	SEML	Subdistrict office, village heads and local communities
Improvements to education infrastructure in the project	Blok Nol, Taratak Tinggi,	Development Phase	SEML	Subdistrict office, village heads and local



Activity	Target beneficiaries	Duration	Resources	Other partners
villages related				communities, school
Improvement to local government office	Wali Nagari Office, Regent office, military district office	Development Phase	SEML	Subdistrict office, Local Government office
Improvements community water treatment to improve access for clean water and sanitation	Taratak Tinggi	Development Phase	SEML	Subdistrict office, village heads and local communities
<b>4 Donations and community relationship</b>				
donations or sponsorship on several events such sports events, independence day, religious festivals	Villages in Circle 1 and beyond Circle 1 in the Regency of South Solok	Development Phase	SEML	village heads and local communities
Support local values / customs	Villages in Circle 1 and beyond Circle 1 in the Regency of South Solok	Development Phase	SEML	village heads and local communities
Capacity building of leaders, village heads in conflict resolution, mentoring etc	Village heads, affected people	Development Phase	SEML	village heads and local communities
Community Stakeholder meeting to documented local community aspiration	Village heads, affected people	Development Phase	SEML	village heads and local communities

**Figure 3.10 Community Stakeholder meeting 2015**





### 3.11.3 Employment Opportunities Associated with Project

The proposed project will offer limited employment opportunities for the local people, primarily during the construction of EPC phase, and Operations phase. This is in line with the SEM L overall operating plan to taken into account community request to prioritize local worker over outsiders.

To avoid conflict during the recruitment process the following procedures were taken by the SEM L:

- 1) Distribute notification of recruitment among the villages through village officials, elders or from existing local employee
- 2) The selection and recruitment process conducted with transparency

This project will have a relatively short construction period, and will require a relatively small number of skilled and semi-skilled workers, including general labor, construction workers, procurement clerk, camp clerk, driver, foreman, surveyor, welder, foreman, operator crusher, storeman, mechanic and time keeper. The project developer should accommodate as much local labor as possible from the local area so that Short-term positive economic impacts to area businesses may result from increased expenditures for meals, fuel, etc.

Based on the current employment profile, there are 50 vacant positions will be filled with training being provided based on the skills required( such as: construction workers, procurement clerk, camp clerk, driver, foreman, surveyor, welder, foreman, operator crusher, storeman, mechanic and time keeper).

### 3.11.4 Budget for ISDP implementation

To assess the requirements for the community development activities, especially related to infrastructure and community development, SEM L perform basic needs assessment through series of public consultation, and internal consultation with the Presidium/Community Committe. The infrastructure requirements obtained from the villages were prioritized including provision of better access road to connect between villages apart from water supply, sanitation, drainage and other infrastructure services. The main input received from village leader and representatives were the opportunities for job employment and the request from local community to prioritize the people who were directly affected by the project. The budget proposed by SEM L to implement the ISDP actions is in Table below. The requirements will be further refined based on the outputs of the skill development and livelihood restoration program to be developed by the community development consultant. A budget of XXX million USD has been estimated and committed by SEM L for the ISDP implementation.

**Table 3.17: Budget for ISDP Implementation**

No	Activity	Estimated cost (USD)
1	<b>Economic empowerment</b>	
	Internship for 20 local poultry	
	Provision of fish seeds for fish farmer	
	Skill development training for women (sewing, embroidery club) and youth (construction, trade, electrician, automobile repairs etc)	

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	Funding assistance for local entrepreneur	
	Provision of Macademia seeds for local farmers	
<b>2</b>	<b>Education and scholarship</b>	
	Scholarships (with specific targets on girls)	
	Provision for local religion books for school students	
	Skill upgrade for local athlete (volley, soccer, badminton etc)	
	Mass circumcision (with specific orphan children)	
	Provision for local pre-school teacher to increase the education quality	
	Skill upgrading for teacher to increase the teacher quality	
<b>3</b>	<b>Infrastructure improvements</b>	
	Access road improvement to the villages within the protection forests and improvement of connectivity between villages	
	Improvements to infrastructure in the project villages including public sanitation facilities, inner roads, drainage and small scale water supply improvements	
	Improvements to education infrastructure in the project villages related	
	Improvement to local government office	
	Improvements community water treatment to improve access for clean water and sanitation	
<b>4</b>	<b>Donations and community relationship</b>	
	donations or sponsorship on several events such sports events, independence day, religious festivals	
	Support local values / customs	
	Capacity building of leaders, village heads in conflict resolution, mentoring etc	
	Community Stakeholder meeting to documented local community aspiration	
	donations or sponsorship on several events such sports events, independence day, religious festivals	
<b>5</b>	<b>Support for implementation of social development program</b>	
	Community/skill development specialist (s)	
	ISDP consultant for report and documentation	
	Management of grievance redress mechanism	
	Independent semi-annual monitoring	
	Disclosure materials – preparation and printing	
	<b>Total in USD</b>	



### 3.11.5 The Presidium/ Committee

In line with Supreme Energy Muara Laboh (“SEML”) project progress, there is potential issues arise between SEML with its contractor (“Company”), local community. The issues were as follows: Employment recruitment, selection of vendor, land negotiation, Corporate Social Responsibility, Conflict Settlement, and others. Hence, in solving these issues, requires proper and organized coordination and communication which will be performed by an entity called Presidium. The Presidium is established from the local community within the project vicinity area. Presidium is an official organization established by the Company (SEML) together with the Sub district and the local community.

Presidium can be named as Villages Forum or Committee, in accordance with the agreement of all parties when it is formed.

#### Definition and Role of Presidium

The objective of the establishment of the Presidium is to serve as a bridge between the interests of the Company and the interest of the surrounding community of the project. with the expectation of establishing a harmonized condition, which in the end will create conducive condition for the Company and surrounding community.

#### Members of Presidium

Presidium shall have an organization structure which consists of:

Patron

Patron comprises of :

The representatives sub-district:

1. Head of Sub district;
2. Head of Sub district Police; and
3. Head of Sub district Army
4. Head of KAN (specifically for SEML);
5. One (1) representative of the Company;

Member of Presidium

Member of Presidium shall consist of Head of Wali Nagari(specifically for SEML); with the organization chart as follow:

1. Chairman of Presidium;
2. Vice Chairman of Presidium;
3. Other functional position created as required by the Company in the field.

#### The establishment of Presidium

Member of the Presidium shall be established with the following procedures:



1. Member of Presidium comprises of the Head of Villages who are representing the Sub Districts located inside the Company's Geothermal Working Area (WKP), with the total number of five (5) persons at the maximum.
2. The establishment of Presidium Member shall be conducted based on the Company's initiative which shall be conveyed to the Head of Sub District/s through an official letter.
3. Head of Villages to be appointed as Presidium Member, will be selected based on deliberation result to reach consensus amongst the Head of Sub District, Head of Villages (who joined in Indonesian Village Administration Association), and customary leaders.
4. The working period of Presidium Member shall be for one (1) year, and each of the Member can only be re-appointed for a maximum of one (1) time or to be adjusted with condition in the field.
5. Presidium membership are *ex officio*, in which the membership of the Head of Village or the Head of the District as the Member or the Patron of the Presidium shall be attached to their title as the Head of Village or the Head of District, rather than to the personnel concerned.

**Duties of Presidium:**

1. Coordinate and communicate continuously to bridge over the interest of the Company and interest of the community.
2. Communicate/socialize the information provided by the Company and/or which has been approved by the Company and which is intended for the public/community consumption.
3. Assist on the preparation of recruitment process of local manpower and verification of local supplier required by the Company.
1. If requested by the Company, Presidium may facilitate the need of the Company in accordance with the ability and coverage of the area of Presidium.
2. Socialize, coordinate, and supervise the *Corporate Social Responsibility* (CSR) programs performed by the Company.

In order to implement the above duties, Presidium shall conduct the followings:

1. Conduct an *ad hoc* meeting to be adjusted with the condition and need of the Company in the field
2. Together with the Company and Local Government, conduct a stakeholder's meeting every October to discuss and formulate the CSR programs of the Company for the following year.
3. Create a data base/list of the candidate of manpower from each of Sub District/Village, in accordance with the area authority covered by the Presidium.
4. The Presidium including its Members shall maintain the commitment and confidentiality of

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information provided by the Company.

#### **The Presidium Communication Flow**

1. If required to be communicated to the Company, the Presidium may directly contact the Site Support Manager or other party appointed as representative of the Company in the field.
2. While to communicate with the contractors of the Company, Presidium may directly contact the contact person appointed by the related contractors, with the acknowledgment and approval of the Company.
3. As for the communication with the Government, especially in written, the Company shall acknowledge and pre-approve.

#### **The Presidium source of financing**

1. Fund resources ("Fund") required for the activities of the Presidium which has been approved by the Company shall be reserved from the CSR's fund.
2. The fees for the Presidium to support the Company's activities shall be paid by the Company. All of the active Presidium Members shall be compensated on monthly payment basis.
3. The amount of monthly payment for the Patron and the Presidium Members shall be adjusted from time to time as in accordance with the Company's budget and condition, and also in accordance with the prevailing rules and regulations.
4. Form and procedures of payment of fees shall be determined by the Company.
5. The amount of the above compensation can be further reviewed in accordance with the Company's policy and capability.
6. In performing the activities, the Presidium may have an office and/or secretariat in the location to be recommended further by the Presidium and approved by the Company.
7. Company may reserve the right to suspend the function of the Presidium during project suspension period. During this period Company is not oblige to pay remuneration.

#### **The Patron and Presidium Members can be terminated if:**

- a. Intentionally breach the rules and procedures of the Presidium and the Company.
- b. Not active in attending meeting and discussion without any reasonable and acceptable reason by the Company within two (2) times.
- c. Change of employment status to becoming the Company's employees, except for the Members



of Presidium who are the representative of the Company.

- d. Duty and authority status has changed / moved out from the Sub District/Village he/she represent.
- e. Resigning from the Presidium membership
- f. Passed away

**Presidium can be dissolved or suspended if:**

- a. This organization is not pro-actively facilitating and assisting the Company.
- b. Have other objective and/or conduct an action which is not in line with the objective of the Company.
- c. Its existence does not provide a conducive condition to the relationship between the Company and surrounding community.
- d. The Company ceases or suspend its operational activities in such area.

The dissolution or suspension of the Presidium can only be conducted by the Company by sending the dissolution letter of the Presidium and reported in written to the Regent/Head of Sub District.

**3.11.6 Employment Opportunities Associated with Project**

The proposed project will offer limited employment opportunities for the local people, primarily during the civil works construction phase. During exploration phase about 205 persons were employed ( The list of locals employed in the project is presented in Appendix 3). This is in line with the community request to accomodate local worker in the Project activity based on SEM L and contractors needs, as well to numbers of local workers availability.

Based on the EPC contract section B-21 concerning Schedule of Community the recruitment process for local resources should be as follow :

**Selection and Hiring Process.** In accordance with the Owner's local labour and/or local supplier selection, hiring and termination procedures, the selection and hiring process of the local labour and/or local supplier shall be conducted through a committee which is established by the Owner together with the sub-district and the local community with the objective to serve as a bridge between the interests of the Owner and the interest of the surrounding community of the Project, and establishing a harmonized condition, which in the end will create conducive condition for the Owner and surrounding community. Member of the committee comprises of the head of villages that are representing the sub districts located inside the Owner's geothermal working area, with the total number of five (5) persons at the maximum, in which the Owner will act as the supervisor of the committee.



Contractor shall conduct the selection and hiring process for local labour and/or local supplier based on the list provided by the committee. Before signing the contract with the local labour and/or local supplier, the Contractor must initiate socialization of scope of work, working period, work regulation, and SHE regulation, as well as to provide explanation on the reason for the rejection of the local labour and /or local supplier who have passed the selection, if any.

The Contractor shall make a binding contract to the local labour and /or local supplier who pass the selection. The contract shall govern in detail the rights and liabilities of the parties under the contract, including for termination of the contract.

Each of the recruitment steps taken by Contractor above has to be supported with the minutes of meeting written in English and Indonesian language, and reported in a coordination meeting with the Owner's Representative.

The Contractor shall be responsible for all costs and expenses incurred for the selection and hiring process (including the repeat process if it is required), except for the committee costs and expenses.

The Contractor is responsible for transfer of proper technology to local Indonesian labour through training development and on the job training, and providing valid certificates in order to enrich local labour's skill and knowledge.

**Termination Process.** Before the termination of the local labour and/or local supplier, Contractor shall provide termination notification letter to the Owner and the committee at the earliest within eight (8) weeks and at the latest within four (4) weeks prior to the termination of the local labour and/or local supplier.

Contractor shall cooperate with the Ministry of Labour and/or other relevant Government Institution, if required, to conduct termination plan socialization to the local employment and/or local suppliers; the socialization shall be conducted at the earliest within six (6) weeks and at the latest within three (3) weeks before the realization.

Contractor shall issue the termination letter to local employment and/or local suppliers, at the earliest within four (4) weeks and at the latest within two (2) weeks before the termination of the contract.

Each of the termination steps taken by Contractor above has to be supported with the minutes of meeting, and reported in a coordination meeting with the Owner's Representative.

Based on the current employment profile, during transition period of exploration to development phase, most of SEM employees and contractors were came from local resources as :

- Site routine maintenance : building maintenance, road and brigde repairs, etc
- Groceries, catering services, cleaning services, and clean water. The use of local services contractor to provide groceries, catering services and clean water for laundry, for the workers in the project area site, through Koperasi Serba Usaha.
- House rental for accommodation and waste management services, etc

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The numbers of local resources will be increase when the exploitation drilling and EPC activities commenced.

### **3.12 Labor, social protection requirements and gender initiatives**

#### **3.12.1 Approach to compliance to national legal requirements**

SEML employment standards are in compliance with all applicable national legal requirements, including Decree released and signed from the Ministry of Labour and Transmigration No.651/PHIJSK-PKKAD/PP/VII/2012 and in general as in accordance with the Manpower Law No. 13 Year 2003. These requirements are also implemented as contractual obligations for all the contractors and/or subcontractors working for SEML in the project. The standards cover social security, insurance protection as the basic benefit for all manpower working for the project.

#### **3.12.2 Approach to compliance with Code of Labor Standards**

SEML employment standards are in compliance with applicable Code Labor Standards (e.g. the relevant conventions of the International Labour Organisation [ILO]) in relation to a Project specifically in respect to forced or compulsory labour, child labour, discrimination in respect of employment and occupation, and freedom of association and the effective recognition of the right of collective bargaining

#### **3.12.3 Incorporation in bidding documents, monitoring and reporting**

The incorporation of SEML employment standards can be found from the stated clause in bidding documents, monitoring and reporting as referred in statement below:

*“The Contractor shall at all times during the term of the Contract conform in all respects with, and carry out all obligations imposed on it relating to personnel and the employment of personnel by, the Legal Requirements” – taken from the excerpts of Formal Instrument of Agreement and General Conditions of Contract for the Engineering, Procurement and Construction Contract for the Muara Laboh Geothermal Power Project section 13.7*

*“Contractor shall be liable for and promptly pay all salaries and wages, other benefits due to contractor’s personnel, including overtime, allowances, social benefits, relocation expenses, indemnities, advance pay, compensation and fringe benefits of whatever nature mandated by the applicable laws and shall ensure that all such payments comply with applicable law.” – taken from the excerpts of drilling rig services contract, clause 2.1.7*

#### **3.12.4 Supreme Energy policy in general (including for women)**

SEML as a company has developed SHE management System, to protect its people at work, the environment and the community, SEML also committed to protect its contractor, its subcontractors and their workers, vendors and customers, with the same priority as well as



Company employee through the Contractor Safety Management System (CSMS). All project contractors performing work are expected to have developed and implemented a comprehensive HSE program for managing the specific daily activities of their workforce, in accordance with requirements. Work opportunities should also be extended to local people especially women as long as meeting the company requirement

### **3.12.5 Opportunities to women**

During public consultation process, it was noted that females generally work for maintaining livestock, helping male members in agriculture related activities. Some women also work as a labor as well. As for as male members are concerned, some of them who have some education have moved to cities for jobs whereas most of them work as a laborer, and maintain their agricultural land.

The women in the area have a lot of potential for development of economic activities that can lead to income generation and improve their livelihood. Migrating activities by men (who are by and large head of the family) for getting economic resources during drought in the area is also necessitated for woman to involve in economic activities to fulfill families' immediate necessities. However they have to be provided with necessary infrastructure including adequate facilities of electricity, access to market, appropriate training, credit facilities etc.

SEML has identified the potential livelihood support for women-headed households affected by land acquisition. Since exploration phase, SEML already conducted Integrated Social Development Program (ISDP), which included activity such as embroidery training, and developed market facilities for trading.

Based on Stakeholder Engagement Plan (SEP), SEML will prepare the appropriate livelihood restoration plan which include women headed households affected by land acquisition.

SEML had also provided job opportunity at site, mostly related to the general services in the accomodation building (laundry, catering, house keeping, administration. etc). For the future operation, SEML will recruit potential skill-local labor open for any gender as well.

## **3.13 Monitoring, Reporting and Evaluation arrangements**

Based on the SEML policy and procedure, every year a stakeholder meeting will be conducted, to receive input from stakeholders concerning the community needs of Corporate Social Responsibility Program (CSR). This proposal will be considered and discussed with local government to make priority scale and to avoid overlapping with local government programs and other corporate CSR.

Once the input is collected and filtered, SEML will decide the CSR program plan in accordance with SEML policy and procedures within available budget.

The current monitoring of socio-economic conditions and culture is in line with the requirements of the Government of Indonesia. The monitoring requirements focus on the opportunities created for the



communities in the project area and an assessment of the perceptions of the communities regarding the project activities.

Monitoring location for socio-economic and culture issues include Pekonina Hamlet, Kampung Baru Hamlet, Taratak Tinggi Hamlet, Alam Pauh Duo Village, Pauh Duo District and Pinang Awan Hamlet, Pauh Duo Nan Batigo Village, Pauh Duo District in Solok Selatan Regency.

**Parameters Monitored:** Parameters measured to determine the socio-economic and cultural conditions in the study area include the number of employment opportunities, business opportunity, and perceptions in the study area in accordance with the government regulations on corporate social responsibility as stipulated in article 74 paragraph 1 to paragraph 3 of Law No. 40 of 2007 on Limited Liability Company (PT).

- Utilizing the services of local residents in businesses in any activity
- Acceptance of local labor and expertise objectively in accordance with company needs.
- Public socialization regarding recruitment to the community.
- Make a Specific Time Work Agreement (KKWT) and the Collective Labour Agreement (CLA) between the company and the workers.
- Enlisting the workers to the Social Security Program and Trade Unions
- Workers must be reported to the Department of Manpower and Transmigration Solok Selatan
- Involving community leaders and head of villages in the manpower recruitment process as to allow local residents to get priority as labor to fill in job positions such as security, mechanical helper, general helpers or incidental labor.
- Complying with applicable regulations in the field of employment.
- Minimum wage equal to UMR/ UMS.

**Monitoring Methods:** The method used in the monitoring of socio-economic and cultural quality of the method is by structured and in-depth interviews with local residents, management of the company, the head of the village / community leaders, and secondary data outlook i.a. statistical report issued by National Bureau Statistic, local government statistic and/or census reports, etc.

**Duration and Monitoring Frequency:** Period of monitoring activities for socio-economic and cultural issues will be done after financing close and before construction phase. Considering that socio-economic profiles is commonly changing very slowly, the duration and monitoring frequency policy will be reviewed annually during construction phase and will be continued every 2 (two) years afterward. Currently, there is no law that regulates the duration and monitoring frequency of social economic conditions.

#### **3.13.1.1 Monitoring of Contractor Compliance**

The monitoring and evaluation of contractors shall be compliance with applicable and relevant Indonesian labor standards as well as International core labor standards, and will be carried out in line with the management measures specified in the ESMP and the conditions in the contract documents.

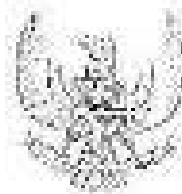




## **APPENDIX 1**

### **BPN letter stating no customary land in SEM L Project area**





## BADAN PERTANAHAN NASIONAL

KEPUTUSAN MENTERI NEGARA AGRARIA /  
KEPALA BADAN PERTANAHAN NASIONAL  
NOMOR : 5-VIII-1999  
TENTANG

PENYALINAN SEBAGAI TANAH NEGARA ATAS TANAH HAK GUNA USAHA  
NOMOR IPINANG AWAN TERCATAT ATAS NAMA PT. TRI USAHA BILAKTI,  
TERLETAK DI KABUPATEN SULO, PROPINSI SUMATERA BARAT

MENTERI NEGARA AGRARIA /  
KEPALA BADAN PERTANAHAN NASIONAL

- Menyatakan :
- Surat Kepala Kantor Wilayah Badan Pertanahan Nasional Propinsi Sumatera Barat tanggal 23 September 1999 nomor 340/844/DPN-1999, yang mengusulkan penegasan sebagai tanah Negara, atas tanah bekas Hak Guna Usaha nomor 1/Pinang Awan tercatat atas nama PT. Tri Usaha Bilakti seluas 1.942,90 ha, terletak di Kecamatan Sungai Paga, Kabupaten Solok, Propinsi Sumatera Barat, beserta surat-surat yang berhubungan dengan permasalahan tersebut.
- Menimbang :
- bahwa tanah yang diusulkan penegasan sebagai tanah Negara, terletak di Kecamatan Sungai Paga, Kabupaten Solok, Propinsi Sumatera Barat, seluas 1.942,90 ha, berdasarkan surat Kepala Kantor Wilayah Badan Pertanahan Nasional Propinsi Sumatera Barat tanggal 23 September 1999 nomor 340/844/DPN-1999, bertajuk Hak Guna Usaha nomor 1/Pinang Awan tercatat atas nama PT. Tri Usaha Bilakti, diperoleh berdasarkan Surat Keputusan Menteri Dalam Negeri ex. Direktur Jenderal Agraria tanggal 2 April 1973 nomor SK.1336/GM/1967/73, dan hingga telah berakhir pada tanggal 31 Desember 1998;
  - bahwa Kepala Dinas Perkebunan Propinsi Daerah Tingkat I Sumatera Barat dalam suratnya tanggal 8 Januari 1999 nomor 525046/525.3, menyatakan perkebunan yang dikuasai oleh PT. Tri Usaha Bilakti sejak tahun 1992 tidak diusahakan/ditertanahkan dan berdasarkan Klasifikasi Perkebunan Besar Swasta tahun 1997/1998, perkebunan dimaksud termasuk dalam kategori tertanah dan non kelas;
  - bahwa Kepala Kantor Wilayah Badan Pertanahan Nasional Propinsi Sumatera Barat dalam suratnya tanggal 23 September 1999 nomor 340/844/DPN-1999, menyatakan PT. Tri Usaha Bilakti tidak pernah membayar Uang Wajib Tanah selama jangka waktu 22 tahun (dari tahun 1975 sampai dengan tahun 1998);
  - bahwa berdasarkan hal-hal tersebut diatas, maka dipandang telah cukup alasan untuk mengonfirmasi penegasan tanah Hak Guna Usaha tersebut sebagai tanah yang dikuasai langsung oleh Negara.



## Mengingat

1. Undang-Undang nomor 5 tahun 1960 (Lamboran Negara tahun 1960 nomor 194).
2. Peraturan Pemerintah nomor 40 tahun 1996 (Lamboran Negara tahun 1996 nomor 58).
3. Peraturan Pemerintah nomor 34 tahun 1997 (Lamboran Negara tahun 1997 nomor 59).
4. Keputusan Presiden nomor 26 tahun 1988.
5. Peraturan Menteri Negara Agraria/Kepala Badan Pertanahan Nasional nomor 3 tahun 1997.
6. Peraturan Menteri Negara Agraria/Kepala Badan Pertanahan Nasional nomor 3 tahun 1999.

## MEMUTUSKAN

Menetapkan  
PERTAMA

1. Menetapkan tanah bekas Hak Guna Usaha nomor 1/Pinang Awan tercatat nama PT. Tri Usaha Bhakti seluas 1.942,90 ha (satu sembilan ratus empat puluh dua koma sembilan nol hektar), terletak di Kecamatan Sungai Paku, Kabupaten Solok, Provinsi Sumatera Barat, sebagaimana diuraikan dalam Surat Ukur tanggal 8 Agustus 1974 nomor 286/1974, sebagai tanah yang dikuasai langsung oleh Negara.

## KEDUA

2. Menginstruksikan kepada Kepala Kantor Pertanahan Kabupaten Solok, untuk menarik dan peredaran Sertipikat nomor 1/Pinang Awan seluas 1.942,90 ha, serta menghapus dari Buku Tanah dan Daftar Umum Pendaftaran Tanah, bekas Hak Guna Usaha tersebut pada Diklat Pertama Keputusan ini, dan selanjutnya mencatat sebagai tanah yang dikuasai langsung oleh Negara.

## KETIGA

3. Kepada bekas pemegang Hak Guna Usaha dalam hal ini PT. Tri Usaha Bhakti diwajibkan untuk melunasi Uang Wajib Tahunan yang belum dibayar, sebagaimana dimaksud dalam Diklat Kedua angka 2 Surat Keputusan Menteri Dalam Negeri ex. Menteri Jenderal Agraria tanggal 3 April 1973 nomor SK.130/HUDA/73.

## KEEMPAT

4. Pengaturan penataan kembali pendaftaran dan penggunaan tanah tersebut pada Diklat Pertama Keputusan ini, dilaksanakan oleh Pemerintah Daerah Tingkat I Provinsi Sumatera Barat sesuai dengan Rencana Tata Ruang Wilayah setempat.

## KELIMA

5. Keputusan ini mulai berlaku sejak tanggal ditetapkan, dengan ketentuan apabila di kemudian hari terdapat kekeliruan/kesalahan, Keputusan ini akan ditinjau kembali sebagaimana mestinya.

DITETAPKAN DI  
PADA TANGGALJAKARTA  
14 OKTOBER 1999MENTERI NEGARA AGRARIA /  
KEPALA BADAN PERTANAHAN NASIONAL

Kopikan:

1. Sdr. Kepala Kantor Wilayah Badan Pertanahan Nasional  
Provinsi Sumatera Barat, Padang.



NATIONAL LAND AGENCY

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STATE MINISTER OF AGRARIAN DECISION/  
HEAD OF NATIONAL LAND AGENCY

No : 3-VIII-1999

CONCERNING

AN AFFIRMATION AS STATE LAND ON THE RIGHT TO CULTIVATE LAND  
NUMBER 1/ PINANG AWAN REGISTERED IN THE NAME OF PT. TRI USAHA BHAKTI,  
LOCATED AT SOLOK REGENCY, WEST SUMATERA PROVINCE

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STATE MINISTER OF AGRARIAN/  
HEAD OF NATIONAL LAND AGENCY

**Reading:** The Head of West Sumatera Province National Land Agency Regional Office dated 23 September 1999 numbered 540/1844/BPN-1999, which proposes an affirmation as State land, on the former Right to Cultivate Land Number 1/Pinang Awan registered in the name PT. Tri Usaha Bhakti in the area of 1,942.90 hectare, located at Sungai Pagu District, Solok Regency, West Sumatera Province, as well as the letters in relation with the application.

**In consideration:**

- a. that the land proposed for an affirmation as State land, located at Sungai Pagu District Solok Regency, West Sumatera Province area of 1,942.90 hectare, based on Letter of Head of West Sumatera Province National Land Agency Regional Office dated 23 September 1999 numbered 540/1844/BPN-1999, has the status of Right to Cultivate no. 1/Pinang Awan registered in the name of PT. Tri Usaha Bhakti, obtained based on Decree Letter of Minister of Domestic Affairs cq. General Director of Agrarian dated 2 April 1973 number SK.13/HGU/DA/73, and the right has expired on 31 December 1998.
- b. that Head of Plantation Office of West Sumatera Level I Regional Province dated 8 January 1999 number 525/046/525.3, states the plantation controlled by PT. Tri Usaha Bhakti, since 1992 was not cultivated/abandoned and based on Large Private Plantation Classification of 1997/1998, such plantation is included as abandoned and non-class category.
- c. that the Head of West Sumatera Province National Land Agency Regional Office in his letter dated 23 September 1999 numbered 540/1844/BPN-1999 stated that PT. Tri Usaha Bhakti has never paid Annual Mandatory Payment during the period of 23 years (from 1975 until 1998).
- d. that based on the above matters, it is seen that there is sufficient reason to consider the affirmation on the Right to Cultivate mentioned as land directly controlled by the State.

**In View Of:**

- 1. Law number 5 of 1960 (State Gazette of 1960 number 104)
- 1. Government Regulation number 40 of 1996 (State Gazette of 1996 number 58)
- 2. Government Regulation number 24 of 1997 (State Gazette of 1997 number 59)
- 3. Presidential Decree number 26 of 1988
- 4. Minister of State Agrarian Regulation/Head of National Land Agency number 3 of 1997
- 5. Minister of State Agrarian Regulation/Head of National Land Agency number 3 of 1999.



## DECIDED

### Stipulate :

- FIRST** : Affirmed that the former Right to Cultivate Land Number 1/Pinang Awan registered in the name PT. Tri Usaha Bhakti in the area of 1,942.90 hectare (one thousand nine hundred forty two point ninety hectare), located at Sungai Pagu District, Solok Regency, West Sumatera Province, as indicated in the Measurement Letter dated 8 August 1974 number 286/ 1974, as land directly controlled by the State.
- SECOND** : To instruct the Head of Solok Regency Land Office, to withdraw from the distribution of Certificate number 1/Pinang Awan in the area of 1,942.90 hectare as well as removing from the Land Book and the Public Register of Land Registration, former Right to Cultivate on First Dictum of this Decision, and further states as land directly controlled by the state
- THIRD** : To the former holder of the Right to Cultivate in this matter PT. Tri Usaha Bhakti requires to settle the unpaid Annual Mandatory Payment that has not been paid, as mentioned in Second Dictum number 2 of the Decree of Minister of Domestic Affairs cq. General Director of Agrarian dated 2 April 1973 number SK.13/HGU/DA/73
- FORTH** : The arrangement of the realignment of allotment and land use in the First Dictum of this Decision, shall be implemented by West Sumatera Province Level 1 Local Government, in accordance to the local Spatial Plan area.
- FIFTH** : This decision shall come into force from the date specified, provided that if in the future there is a mistake/ error, this Decision will be reviewed as appropriate.

STIPULATED AT : JAKARTA  
ON THE DATE : 14 OCTOBER 1999

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STATE MINISTER OF AGRARIAN/  
HEAD OF NATIONAL LAND AGENCY  
[SIGNED]  
HASAN BASRI DURING

To:

1. Head of National Land Agency Regional Office  
West Sumatera Province, Padang





## BADAN PERTANAHAN NASIONAL REPUBLIK INDONESIA

Nomor : 4521/14.3-300/XII/2012  
Bila :  
Lampiran : -  
Hal : Mohon Penegasan Sebagai Tanah Negara bekas Hak Guna Usaha (HGU) Nomor 2/Nagari Kota Baru.

Jakarta, 14 Desember 2012

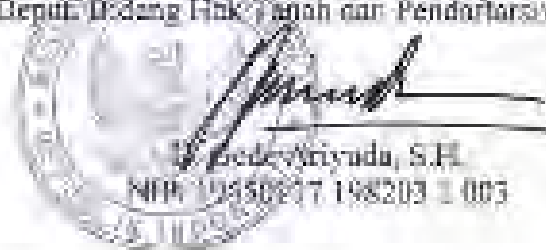
Yth. Kepala Kantor Wilayah Badan Pertanahan Nasional Provinsi Sumatera Barat  
di Padang

Selanjutnya dengan surat Saudara tanggal 7 September 2012 Nomor 631/14.3-300.9/IX/2012, yang intinya mohon Keputusan Pengesahan sebagai tanah Negara bekas Hak Guna Usaha Nomor 2/Nagari Kota Baru, bersama ini kami diberitahukan hal-hal sebagai berikut :

1. Berdasarkan surat Saudara tersebut, dinyatakan bahwa Hak Guna Usaha Nomor 2/Nagari Kota Baru seluas 1.029 ha sesuai Garis-batas Situasi tanggal 14 Februari 1979 Nomor 102/1979, secara otomatis telah berakhir haknya sejak tanggal 11 Oktober 2001, selanjutnya berdasarkan Pasal 74 Undang-Undang Nomor 5 Tahun 1960 tentang Peraturan Dasar Pokok-Pokok Agraria jo. Pasal 17 Peraturan Pemerintah Nomor 40 Tahun 1996 tentang Hak Guna Usaha, Hak Guna Bangunan dan Hak Pakai Atas Tanah, dinyatakan Hak Guna Usaha lapsus antara lain karena berakhirnya jangka waktu, sehingga tanah Hak Guna Usaha Nomor 2/Nagari Kota Baru menjadi tanah yang dikuasai langsung oleh Negara.
2. Dengan telah berakhirnya jangka waktu Hak Guna Usaha tersebut dan status tanahnya telah menjadi tanah yang dikuasai langsung oleh Negara, peraturan penggunaan tanahnya sesuai dengan Rencana Tata Ruang Wilayah setempat dan pemberian hak selanjutnya dapat diberikan kepada subjek hak yang memenuhi persyaratan sesuai ketentuan perundang-undangan.

Ditentukan untuk menjadi maklum.

h.h. Kepala Badan Pertanahan Nasional Republik Indonesia  
Deputi Bidang Hak Tanah dan Pendaftaran Tanah,



Tembusan:

1. Kepala Badan Pertanahan Nasional Republik Indonesia, di Jakarta;
2. Kepala Kantor Pertanahan Kabupaten Solok Selatan, di Padang Aro.



**NATIONAL LAND AGENCY  
REPUBLIC OF INDONESIA**

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No : 4521/14.3-300/XII/2012 Jakarta, December 14<sup>th</sup> 2012  
Status :  
Attachment : -  
Re : Request for Affirmation as Former Right to Cultivate (HGU) State Land Number 2/Nagari Koto Baru

To the Head of West Sumatra Province National Land Agency Regional Office  
in Padang

Referring to your letter on September 7<sup>th</sup> 2012 No. 631/14.3-300.9/IX/2012, which in principle applying for the Decision on the Affirmation as as Former Right to Cultivate (HGU) State Land Number 2/Nagari Koto Baru, we were told matters as follows:

1. Based on your letter, it is stated that the Right to Cultivate Number 2/Nagari Koto Baru measuring 1,029 Ha according to the Situation Picture dated February 14<sup>th</sup> 1979 No. 107/1979, registered as PT. Peconina Baru, has expired since October 11<sup>th</sup> 2001, furthermore based on Article 34 of Law Number 5 of 1960 concerning the Agrarian Principles Basic Rules in conjunction with Article 17 of Government Regulation Number 40 of 1996 concerning the Right to Cultivate, Right to Build, and Right to Use, it is stated that the Right to Cultivate is terminated due to, among others, its expiration thus the Right to Cultivate Number 2/Nagari Koto Baru shall became land directly controlled by the State.
2. With the expiration of the Right to Cultivate and the land status becomes land that is directly controlled by the State, the designation of the use of the land in accordance with the local Spatial Plans, and the next entitlement shall be given to the subject of right that meet the requirements under the provision of laws.

Please be advised.

On behalf of the Head of the National Land Agency of the Republic of Indonesia  
Deputy of Land Rights and Land Registration,

H. Gede Ariyuda, S. H.  
NIP 19550117 198203 1 003

Cc:

1. Head of the Indonesian National Land Agency of the Republic of Indoneia, in Jakarta;
2. Head of Land Office of South Solok Regency, in Padang Aro.





## **APPENDIX 2**

### **Spatial Planning**





**PEMERINTAH KABUPATEN SOLOK SELATAN  
BADAN PERENCANAAN PEMBANGUNAN  
DAN PENANAMAN MODAL DAERAH**

Jalan : Raya Timbulan – Padang Arah Telp./ Fax. (0755) 583369 Sangir Kode Pos 27378

Kantor : 050/ 43 /BPPMD 2013  
Lampiran : -  
Berihal : *Kesesuaian RTRW*

Padang Arah, 4 Maret 2013

Kepada Yth :  
Sdr. Yt Reliance & Sd B  
PT Supreme Energy  
di  
Tanjung

Dengan Hormat,

Menindaklanjuti Surat Saudara PT Supreme Energy Muara Laboh Nomor : 01-RSH-ET3.025.11.2013, Tanggal 21 Februari 2013 tentang Permohonan Surat Keterangan Mengungsi Kesesuaian Lokasi Kegiatan PT Supreme Energy Muara Laboh dengan Rencana Tata Ruang Wilayah (RTRW) Kabupaten Solok Selatan dengan ini dapat kami sampaikan bahwa kawasan yang dimaksudkan tersebut berada dalam Areal Penggunaan Lain (APL). Tidak mengganggu terhadap rencana kawasan budidaya dan telah disesuaikan dalam Rencana Tata Ruang Wilayah (RTRW) Kabupaten Solok Selatan Tahun 2013.

Sesuai dengan permohonan Saudara, maka kami menyatakan bahwa Kegiatan PT Supreme Energy Muara Laboh yang berlokasi di Jorong Pinang Nyam, Jorong Pakanua Kecamatan Paki, dan Jorong Laki Kecamatan Sangir Kabupaten Solok Selatan dapat saudara lakukan dengan ketentuan tidak melanggar peraturan perundang-perundangan yang berlaku.

Demiikianlah keterangan ini kami sampaikan, atas perhatian dan kerfahannya kami ucapkan terima kasih.

Plt. Kepala.  
  
**DR. SYAMSURIZALDI S.P., SE., MM**  
NIP. 197312301993031002







## **APPENDIX 3**

### **Summary of Payments Made to Affected Persons**



PT. Supreme Energy M uara Labuh		
Master List	Land procurement and Certifications	
Batch No	# 1, #2, #3	
Period	10 -23 April 2015	

Batch No	No	No File Elo	Notarial Deed		Name Land User	Legal Name	Site/ Area	SEM L Dossiers			PARCEL			Certificate BPN		
			Date	No.				Relinquishment Statement	Land Identification / Ownership Survey	Price Data (IDR)	Drawing No.	Area (m2)		No#	Date	File No (Elo)
1	1	ML-PRD-LAD-0001	1-Mar-12	7	Rudy Irawan	Rudi irawan/ Suparjilah	AB	RS-0001	OS-0001	27,000,000	PD-0001	1,800		03190301300003	4-Sep-13	ML-PRD-PLC-0004
1	2	ML-PRD-LAD-0002	9-Mar-12	74	Azis	Rosneli	AB	RS-0002	OS-0002	37,050,000	PD-0002	2,450		03190301300002	4-Sep-13	ML-PRD-PLC-0003
1	3	ML-PRD-LAD-0003	29-Mar-12	105	Nofri Yendri	Nofri Yendri/ Ernaliati	EB	RS-0003	OS-0003	55,900,000	PD-0003	2,600				
1	4	ML-PRD-LAD-0004	15-Jun-12	5	KT Hidung Mancung	Nofri yendri/ Yanuar Endri	EB	RS-0004	OS-0004	476,400,000	PD-0004	31,760				
1	5	ML-PRD-LAD-0005	12-Mar-12	77	Susmawati	Susmawati	MAR	RS-0005	OS-0005	4,200,000	PD-0005	420				
1	6	ML-PRD-LAD-0006	13-Mar-12	78	Edi/ Desmarni	Desmarni/ Tarmizi	MAR	RS-0006	OS-0006,1-3	20,040,000	PD-0006	2,505				
1	7	ML-PRD-LAD-0006	13-Mar-12	78	Desmarni To'o	Desmarni/ Tarmizi	WPB	RS-0006	OS-0006,2-3	52,710,000	PD-0006	5,271				
1	8	ML-PRD-LAD-0006	13-Mar-12	78	Jumardi	Desmarni/ Tarmizi	WPB	RS-0006	OS-0006,3-3	31,096,000	PD-0006	3,887				
1	9	ML-PRD-LAD-0007	14-Mar-12	79	Ed	Edward	MAR	RS-0007	OS-0007	36,000,000	PD-0007	1,800				
1	10	ML-PRD-LAD-0008	19-Mar-12	91	Jumiarti/ Marjulis	Jumiati/ Marjulis	MAR	RS-0008	OS-0008	16,520,000	PD-0008	800				
1	11	ML-PRD-LAD-0009	19-Mar-12	93	Firdaus	Firdaus/ Warni	MAR	RS-0009	OS-0009	7,500,000	PD-0009	750				
1	12	ML-PRD-LAD-0010	7-Mar-12	67	Munap	Nofrizen/ Leginem	MAR	RS-0010	OS-0010	22,420,000	PD-0010	1,981				
1	13	ML-PRD-LAD-0011	28-May-12	5	Edwar	Edwar	MAR	RS-0011	OS-0011	57,040,500	PD-0011	3,245				
1	14	ML-PRD-LAD-0012	21-Jun-12	8	Sahabir	Sahabir	MAR	RS-0012	OS-0012	6,345,000	PD-0012	423				
1	15	ML-PRD-LAD-0013	25-Jun-12	11	Firdaus	Firdaus	MAR	RS-0013	OS-0013	54,710,500	PD-0013	3,021				
1	16	ML-PRD-LAD-0014	26-Jun-12	13	Desmarni	Desmarni/ Tarmizi	MAR	RS-0014	OS-0014	13,425,000	PD-0014	895				
1	17	ML-PRD-LAD-0015	2-Mar-12	31	Warsidi	Haryono/ Armen	PS	RS-0015	OS-0015,1-2	182,430,000	PD-0015	9,067		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	18	ML-PRD-LAD-0015	2-Mar-12	31	Warsidi	Haryono/ Armen	PS	RS-0015	OS-0015,2-2	4,210,000	PD-0015	264		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	19	ML-PRD-LAD-0016	2-Mar-12	39	Sahbirin	Birin/ Sri rahayu	PS	RS-0016	OS-0016,1-3	207,728,750	PD-0016	9,653		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	20	ML-PRD-LAD-0016	2-Mar-12	39	Sahbirin	Birin/ Sri rahayu	PS	RS-0016	OS-0016,2-3	98,355,000	PD-0016	5,795		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	21	ML-PRD-LAD-0016	2-Mar-12	39	Sahbirin	Birin/ Sri rahayu	PS	RS-0016	OS-0016,3-3	56,010,000	PD-0016	3,325		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	22	ML-PRD-LAD-0017	5-Mar-12	51	Sugeng	Sugeng/ Walani	PS	RS-0017	OS-0017,1-2	312,975,000	PD-0017	16,318		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	23	ML-PRD-LAD-0017	5-Mar-12	51	Sugeng	Sugeng/ Walani	PS	RS-0017	OS-0017,2-2	143,798,000	PD-0017	7,762		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	24	ML-PRD-LAD-0018	29-Feb-12	17	Siman Manjang/ Dasman	Sunartik/ Dasman	PS	RS-0018	OS-0018	217,840,000	PD-0018	6,380		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	25	ML-PRD-LAD-0019	1-Mar-12	25	Asdi	Asdi	PS	RS-0019	OS-0019	283,330,000	PD-0019	8,800		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	26	ML-PRD-LAD-0020	5-Mar-12	54	Syafriyal	Sapriyal/ samsinar	PS	RS-0020	OS-0020	186,455,000	PD-0020	9,174		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	27	ML-PRD-LAD-0021	1-Mar-12	24	Kinam	Kinem	PS	RS-0021	OS-0021	84,885,000	PD-0021	4,959		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	28	ML-PRD-LAD-0022	1-Mar-12	9	Dedi Indra/ Anda	Indra Dedi	PS	RS-0022	OS-0022	65,596,500	PD-0022	3,051		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	29	ML-PRD-LAD-0023	1-Mar-12	5	Hadino	Hadino	PS	RS-0023	OS-0023	73,200,000	PD-0023	3,600		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	30	ML-PRD-LAD-0024	1-Mar-12	2	Turip	Turip/ jumiati	PS	RS-0024	OS-0024,1-2	142,344,000	PD-0024	6,476		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	31	ML-PRD-LAD-0024	1-Mar-12	2	Turip	Turip/ jumiati	PS	RS-0024	OS-0024,2-2	74,660,000	PD-0024	3,993		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	32	ML-PRD-LAD-0025	1-Mar-12	14	Mardi	Mardi/ Saikam	PS	RS-0025	OS-0025	118,110,000	PD-0025	3,774		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	33	ML-PRD-LAD-0026	1-Mar-12	8	Syafri	Syapri/ Nariwen	PS	RS-0026	OS-0026,1-2	104,999,000	PD-0026	4,046		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	34	ML-PRD-LAD-0026	1-Mar-12	8	Syafri	Syapri/ Nariwen	PS	RS-0026	OS-0026,2-2	296,920,000	PD-0026	16,537		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	35	ML-PRD-LAD-0027	29-Feb-12	27	Nurjani	Nurjani/ Aris afrianto	PS	RS-0027	OS-0027	114,781,500	PD-0027	5,447		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	36	ML-PRD-LAD-0028	29-Feb-12	24	Paina	Painah	PS	RS-0028	OS-0028,1-2	36,340,000	PD-0028	1,640		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	37	ML-PRD-LAD-0028	29-Feb-12	24	Paina/ Sahbirin	Painah	PS	RS-0028	OS-0028,2-2	111,602,000	PD-0028	5,128		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	38	ML-PRD-LAD-0029	5-Mar-12	52	Wardik	Suardi	PS	RS-0029	OS-0029,1-2	1,200,000	PD-0029	80		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	39	ML-PRD-LAD-0029	5-Mar-12	52	Wardik	Suardi	PS	RS-0029	OS-0029,2-2	1,260,000	PD-0029	80		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	40	ML-PRD-LAD-0030	29-Feb-12	20	Rusman	Rusman/ Nurmi	PS	RS-0030	OS-0030,1-3	85,762,000	PD-0030	3,968		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	41	ML-PRD-LAD-0030	29-Feb-12	20	Rusman	Rusman/ Nurmi	PS	RS-0030	OS-0030,2-3	51,975,000	PD-0030	3,000		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	42	ML-PRD-LAD-0030	29-Feb-12	20	Rusman	Rusman/ Nurmi	PS	RS-0030	OS-0030,3-3	54,560,000	PD-0030	2,728		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	43	ML-PRD-LAD-0030	29-Feb-12	20	Rusman	Rusman/ Nurmi	PS	RS-0030	OS-0030,3-3	214,030,000	PD-0030	12,610		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	44	ML-PRD-LAD-0031	2-Mar-12	33	Bajang/ Iswan	Bajang/ Samini	PS	RS-0031	OS-0031	160,567,000	PD-0031	7,620		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	45	ML-PRD-LAD-0032	29-Feb-12	21	Junip	Junip/ Hartini	PS	RS-0032	OS-0032	69,600,000	PD-0032	4,000		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	46	ML-PRD-LAD-0033	1-Mar-12	10	Lela	Nurlela/ Syafrianto	PS	RS-0033	OS-0033,1-4	2,250,000	PD-0033	150		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	47	ML-PRD-LAD-0033	1-Mar-12	10	Lela	Nurlela/ Syafrianto	PS	RS-0033	OS-0033,2-4	94,460,000	PD-0033	2,480		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	48	ML-PRD-LAD-0033	1-Mar-12	10	Lela	Nurlela/ Syafrianto	PS	RS-0033	OS-0033,3-4	97,410,000	PD-0033	5,974		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	49	ML-PRD-LAD-0033	1-Mar-12	10	Lela	Nurlela/ Syafrianto	PS	RS-0033	OS-0033,4-4	17,468,000	PD-0033	1,115		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	50	ML-PRD-LAD-0034	29-Feb-12	9	Eja	Ejawati/ alex sandi	PS	RS-0034	OS-0034	27,203,750	PD-0034	1,706		03190301300006	9-Dec-14	ML-PRD-PLC-0005



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			Date	No.				Relinquishment Statement	Land Identification / Ownership Survey	Price Data (IDR)	Drawing No.	Area (m2)		No#	Date	File No (Elo)
1	51	ML-PRD-LAD-0035	29-Feb-12	22	Indratno	Indratno/ Gustina	PS	RS-0035	OS-0035	285,960,000	PD-0035	13,378		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	52	ML-PRD-LAD-0036	29-Feb-12	23	Sar'ik	Sarhik	PS	RS-0036	OS-0036	120,285,000	PD-0036	6,432		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	53	ML-PRD-LAD-0037	29-Feb-12	25	Boim	Bohim/ Jumitri	PS	RS-0037	OS-0037	91,550,000	PD-0037	6,006		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	54	ML-PRD-LAD-0038	8-Mar-12	70	Ida	Hidayati	PS	RS-0038	OS-0038	1,380,000	PD-0038	72		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	55	ML-PRD-LAD-0039	29-Feb-12	11	Karni	Sukarni/ Nurmaini	PS	RS-0039	OS-0039,1-2	74,295,000	PD-0039	3,601		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	56	ML-PRD-LAD-0039	29-Feb-12	11	Karni	Sukarni/ Nurmaini	WPE	RS-0039	OS-0039,2-2	14,130,000	PD-0039	1,410		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	57	ML-PRD-LAD-0040	29-Feb-12	15	Ngatijok	Asih	PS	RS-0040	OS-0040	49,875,000	PD-0040	2,625		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	58	ML-PRD-LAD-0041	2-Mar-12	40	Ribut	Tuturina/ Ribut	PS	RS-0041	OS-0041	250,802,500	PD-0041	6,540		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	59	ML-PRD-LAD-0042	29-Feb-12	14	Suarni	Suarni/ Mardiono	PS	RS-0042	OS-0042,1-2	93,735,000	PD-0042	4,683		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	60	ML-PRD-LAD-0042	29-Feb-12	14	Suarni	Suarni/ Mardiono	PS	RS-0042	OS-0042,2-2	107,369,250	PD-0042	6,078		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	61	ML-PRD-LAD-0043	29-Feb-12	16	Iswanto	Iswanto/ Arni	PS	RS-0043	OS-0043	170,353,000	PD-0043	8,673		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	62	ML-PRD-LAD-0044	29-Feb-12	10	Rusdi	Rusdi/ Susi	PS	RS-0044	OS-0044	53,015,000	PD-0044	1,247		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	63	ML-PRD-LAD-0045	29-Feb-12	19	Sarno	Sarno/ Rasmi	PS	RS-0045	OS-0045,1-2	125,775,000	PD-0045	5,850		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	64	ML-PRD-LAD-0045	29-Feb-12	19	Sarno	Sarno/ Rasmi	PS	RS-0045	OS-0045,2-2	47,190,000	PD-0045	2,844		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	65	ML-PRD-LAD-0046	1-Mar-12	4	Ardi	Ardi/ Rumini	PS	RS-0046	OS-0046,1-2	194,161,000	PD-0046	8,914		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	66	ML-PRD-LAD-0046	1-Mar-12	4	Ardi	Ardi/ Rumini	PS	RS-0046	OS-0046,2-2	86,975,000	PD-0046	4,365		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	67	ML-PRD-LAD-0047	29-Feb-12	12	Sugiono	Sugiono/ lili wanti	PS	RS-0047	OS-0047,1-2	515,741,500	PD-0047	23,881		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	68	ML-PRD-LAD-0047	29-Feb-12	12	Sugiono	Sugiono/ lili wanti	PS	RS-0047	OS-0047,2-2	82,085,000	PD-0047	4,959		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	69	ML-PRD-LAD-0048	6-Mar-12	64	Maryarnis	Maryanis/ Jamaris	PS	RS-0048	OS-0048	122,444,000	PD-0048	6,257		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	70	ML-PRD-LAD-0049	2-Mar-12	28	Budiman	Budiman	PS	RS-0049	OS-0049	8,400,000	PD-0049	230		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	71	ML-PRD-LAD-0050	2-Mar-12	29	Bainar	Budiman/ Riza Jasnita	PS	RS-0050	OS-0050	115,200,000	PD-0050	4,560		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	72	ML-PRD-LAD-0051	20-Mar-12	96	Zaini Husin	Zaini/ Yurmaini	PS	RS-0051	OS-0051	129,667,500	PD-0051	7,500.5		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	73	ML-PRD-LAD-0052	29-Feb-12	13	Wanto	Wanto/ Mardiyah	PS	RS-0052	OS-0052	374,010,000	PD-0052	17,500		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	74	ML-PRD-LAD-0053	29-Feb-12	26	Saptonok	Saptono	PS	RS-0053	OS-0053	165,460,000	PD-0053	9,028		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	75	ML-PRD-LAD-0054	29-Feb-12	18	Dasman	Dasman/ Sunartik	PS	RS-0054	OS-0054,1-3	164,050,000	PD-0054	10,730		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	76	ML-PRD-LAD-0054	29-Feb-12	18	Dasman	Dasman/ Sunartik	PS	RS-0054	OS-0054,2-3	65,862,500	PD-0054	3,867		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	77	ML-PRD-LAD-0054	29-Feb-12	18	Dasman	Dasman/ Sunartik	PS	RS-0054	OS-0054,3-3	131,855,000	PD-0054	6,541		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	78	ML-PRD-LAD-0055	1-Mar-12	3	Jonedi	Jonedi/ Ema Yusnita	PS	RS-0055	OS-0055	93,680,000	PD-0055	5,974		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	79	ML-PRD-LAD-0056	29-Feb-12	7	Ngatiman	Ngatiman/ Surmik	PS	RS-0056	OS-0056	60,416,450	PD-0056	2,450		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	80	ML-PRD-LAD-0057	2-Apr-12	3	Khairul Amri/ Mak ai	Khairul Amri/ Tati	PS	RS-0057	OS-0057	101,172,500	PD-0057	5,837		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	81	ML-PRD-LAD-0058	1-Jun-12	1	Tukiran	Tukiran/ Esi	PS	RS-0058	OS-0058	8,540,000	PD-0058	556		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	82	ML-PRD-LAD-0059	1-Mar-12	3	Dt. Itam	Afrizal DT.Itam	PS	RS-0059	OS-0059	243,360,000	PD-0059	12,168		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	83	ML-PRD-LAD-0060	2-Mar-12	42	Marjohan/ Yasmiarni	Marjohan/ Yasmiarni	RC	RS-0060	OS-0060	81,000,000	PD-0060	135				
1	84	ML-PRD-LAD-0061	5-Mar-12	49	Abdul Hadi	Abdul Hadi	RC	RS-0061	OS-0061	10,100,000	PD-0061	500				
1	85	ML-PRD-LAD-0062	7-Aug-12	4	Eli Murni	Eli Murni	RC	RS-0062	OS-0062	600,000	PD-0062	40				
1	86	ML-PRD-LAD-0063	9-Mar-12	71	KT.Kinari/ Masfurisal	Masfurizal/ Fariza	WPA	RS-0063	OS-0063	65,792,000	PD-0063	8,224		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	87	ML-PRD-LAD-0064	5-Mar-12	53	Maruli	Safrinal	WPA	RS-0064	OS-0064	10,500,000	PD-0064	2,010		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	88	ML-PRD-LAD-0065	2-Mar-12	37	Ujang Ipuah	Samsinar/ Sarial	WPA	RS-0065	OS-0065,1-3	8,210,000	PD-0065	1,540		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	89	ML-PRD-LAD-0065	2-Mar-12	37	Samsinar	Samsinar/ Sarial	WPC	RS-0065	OS-0065,2-3	9,600,000	PD-0065	480				
1	90	ML-PRD-LAD-0065	2-Mar-12	37	Samsinar	Samsinar/ Sarial	WPC	RS-0065	OS-0065,3-3	7,737,500	PD-0065	405				
1	91	ML-PRD-LAD-0066	6-Mar-12	62	KT.Hidung Mancung	Darusnal & Yanuar	WPA	RS-0066	OS-0066,1-3	23,650,000	PD-0066	4,300		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	92	ML-PRD-LAD-0066	6-Mar-12	62	KT.Hidung Mancung	Darusnal & Yanuar	WPA	RS-0066	OS-0066,2-3	140,250,000	PD-0066	25,500		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	93	ML-PRD-LAD-0066	6-Mar-12	62	KT.Hidung Mancung	Darusnal & Yanuar	WPA	RS-0066	OS-0066,3-3	87,450,000	PD-0066	15,900		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	94	ML-PRD-LAD-0067	2-Mar-12	44	Syafrudin	Syafrudin/ maitina	WPA	RS-0067	OS-0067,1-3	19,500,000	PD-0067	2,750		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	95	ML-PRD-LAD-0067	2-Mar-12	44	Syafrudin	Syafrudin/ maitina	WPA	RS-0067	OS-0067,2-3	126,375,000	PD-0067	12,590		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	96	ML-PRD-LAD-0067	2-Mar-12	44	Ina	Syafrudin/ maitina	WPE	RS-0067	OS-0067,3-3	855,000	PD-0067	86		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	97	ML-PRD-LAD-0068	5-Mar-12	50	Agusman	Agusman	WPA	RS-0068	OS-0068	24,300,000	PD-0068	7,560		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	98	ML-PRD-LAD-0069	5-Mar-12	55	Deri/ Asran	Hasran/ Yusnaliati	WPA	RS-0069	OS-0069	224,640,000	PD-0069	14,100		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	99	ML-PRD-LAD-0070	6-Mar-12	60	Ujang Patah	ujang patah/ misnawati	WPA	RS-0070	OS-0070,1-2	8,355,000	PD-0070	1,220		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	100	ML-PRD-LAD-0070	6-Mar-12	60	Ujang Patah	ujang patah/ misnawati	WPA	RS-0070	OS-0070,2-2	70,100,000	PD-0070	10,100		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	101	ML-PRD-LAD-0071	6-Mar-12	61	Agusman alias Ujang Ipuah	Samsinar/ sarial	WPA	RS-0071	OS-0071,1-2	15,050,000	PD-0071	4,300		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	102	ML-PRD-LAD-0071	6-Mar-12	61	Agusman	Samsinar/ sarial	WPA	RS-0071	OS-0071,2-2	23,060,000	PD-0071	3,240		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	103	ML-PRD-LAD-0072	17-Apr-12	7	Rusdianto	Rusdianto/ meida	WPA	RS-0072	OS-0072	19,500,000	PD-0072	3,000		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	104	ML-PRD-LAD-0073	2-May-12	1	Armas/ Suardi	Suardi/ armas	WPA	RS-0073	OS-0073	17,230,500	PD-0073	4,923		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	105	ML-PRD-LAD-0074	10-May-12	2	Yusra/ Ninik Mamak	Yusra/ Syefni yenti	WPA	RS-0074	OS-0074	17,111,500	PD-0074	4,889		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	106	ML-PRD-LAD-0075	22-May-12	3	Embri	Sartini/ ambri	WPA	RS-0075	OS-0075	37,880,000	PD-0075	6,730		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	107	ML-PRD-LAD-0076	26-Jun-12	14	Osriadi	dedi apriono/ muliadi	WPA	RS-0076	OS-0076	71,487,000	PD-0076	10,998		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	108	ML-PRD-LAD-0077	14-Mar-12	80	Abdul Hadi/ Edi Suwarno	Edi Suwarno/ Hasmaini	WPB	RS-0077	OS-0077	135,260,000	PD-0077	13,526				



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1	109	ML-PRD-LAD-0078	29-Jun-12	5		Herdi / M.Yulis	WI	RS-0078	OS-0078	8,100,000	PD-0078	540				
1	110	ML-PRD-LAD-0079	7-Mar-12		DT.Panggao	darwis/ musri edi	WPB	RS-0079	OS-0079,1-2	2,715,000	PD-0079	180				
1	111	ML-PRD-LAD-0079	7-Mar-12		DT.Panggao	darwis/ musri edi	WPB	RS-0079	OS-0079,2-2	51,350,000	PD-0079	7,900				
1	112	ML-PRD-LAD-0079	7-Mar-12		DT.Panggao	darwis/ musri edi	WPB	RS-0079	OS-0079,2-2	19,500,000	PD-0079	3,000				
1	113	ML-PRD-LAD-0079	7-Mar-12		DT.Panggao	darwis/ musri edi	WPB	RS-0079	OS-0079,2-2	29,250,000	PD-0079	4,500				
1	114	ML-PRD-LAD-0080	2-Mar-12	32	Edi Mian/ Edi Harmen	Eldi Harmen/ Rahma deni	WPB	RS-0080	OS-0080	71,285,500	PD-0080	10,967				
1	115	ML-PRD-LAD-0081	2-Mar-12	45	Hengki	Embriadi Mandaro/ Murmiati	WPB	RS-0081	OS-0081,1-2	20,150,000	PD-0081	1,200				
1	116	ML-PRD-LAD-0081	2-Mar-12	45	Hengki	Embriadi Mandaro/ Murmiati	WPB	RS-0081	OS-0081,2-2	139,060,000	PD-0081	13,330				
1	117	ML-PRD-LAD-0082	26-Mar-12	102	M. Zen / Noverta	Muhamad Zen	WPB	RS-0082	OS-0082	37,120,000	PD-0082	4,640				
1	118	ML-PRD-LAD-0083	21-Jun-12	10	Kelp Sukajadi	Hasan Basri / Irwanto	WPB	RS-0083	OS-0083	144,001,000	PD-0083	16,000				
1	119	ML-PRD-LAD-0084	5-Jul-11	1	Yeri Sandrio	Yeri Sandrio/ Tarmizi	WPB	RS-0084	OS-0084	43,197,000	PD-0084	4,800				
1	120	ML-PRD-LAD-0085	14-Sep-12	6	KT. Danau Jati Tuo	M. Sahar/ Zulkarnaini	WPB	RS-0085	OS-0085	53,884,500	PD-0085	5,988				
1	121	ML-PRD-LAD-0086	6-Mar-12	63	Hasnul Fikri/ KT.HM	Zam harman/ Darusnal	WPB	RS-0086	OS-0086	269,500,000	PD-0086	49,000				
1	122	ML-PRD-LAD-0087	5-Mar-12	58	Sudirman	Sudirman	WPC	RS-0087	OS-0087	61,737,500	PD-0087	2,245				
1	123	ML-PRD-LAD-0088	26-Mar-12	101	Tasril	Muldafia	WPC	RS-0088	OS-0088	387,000	PD-0088	18				
1	124	ML-PRD-LAD-0089	9-Mar-12	73	Kan (Nurlela)	Nurlela	WPC	RS-0089	OS-0089	27,950,000	PD-0089	1,300				
1	125	ML-PRD-LAD-0090	2-Mar-12	35	Eri.M	Yusrizal	WPC	RS-0090	OS-0090	32,400,000	PD-0090	1,600				
1	126	ML-PRD-LAD-0091	5-Mar-12	48	Mil Patra/ Ade Beno.G	Ade Beno & Darnelli	WPC	RS-0091	OS-0091	84,037,000	PD-0091	3,818				
1	127	ML-PRD-LAD-0092	2-Mar-12	38	Samsul Bahri	Samsul Bahri	WPC	RS-0092	OS-0092	12,728,000	PD-0092	592				
1	128	ML-PRD-LAD-0093	1-Mar-12	22	Hanizar	Anizar	WPC	RS-0093	OS-0093	8,028,000	PD-0093	882				
1	129	ML-PRD-LAD-0094	1-Mar-12	23	Nedi	Nadirlan	WPC	RS-0094	OS-0094	4,397,000	PD-0094	448				
1	130	ML-PRD-LAD-0095	1-Mar-12	15	Herman Andika/ Yulison	Yulison	WPC	RS-0095	OS-0095	77,566,500	PD-0095	3,031				
1	131	ML-PRD-LAD-0096	1-Mar-12	16	Dius	Muhamad Dius	WPC	RS-0096	OS-0096	32,472,000	PD-0096	280				
1	132	ML-PRD-LAD-0097	1-Mar-12	17	Halnedi/ Jahal	Halnedi	WPC	RS-0097	OS-0097	9,502,500	PD-0097	481				
1	133	ML-PRD-LAD-0098	1-Mar-12	19	Kaidir	Kaidir / Roza malinda	WPC	RS-0098	OS-0098	63,173,500	PD-0098	3,799				
1	134	ML-PRD-LAD-0099	1-Mar-12	18	Samsuardi	Samsuardi	WPC	RS-0099	OS-0099	7,533,000	PD-0099	882				
1	135	ML-PRD-LAD-0099	1-Mar-12	18	Samsuardi	Samsuardi	WPC	RS-0099	OS-0099	1,320,000	PD-0099	120				
1	136	ML-PRD-LAD-0100	15-Mar-12	81	Hendri Nedi/ Ayub	Hendri Nedi	WPC	RS-0100	OS-0100,1 & 2	73,308,000	PD-0100	3,833				
1	137	ML-PRD-LAD-0101	16-Mar-12	88	Kudun	Syafrizal makudun/ Ermaini	WPC	RS-0101	OS-0101	11,655,000	PD-0101	558				
1	138	ML-PRD-LAD-0102	16-Mar-12	90	Baharudin	Baharrudin	WPC	RS-0102	OS-0102	202,550,000	PD-0102	10,012				
1	139	ML-PRD-LAD-0103	16-Mar-12	89	Syahril	Syahril / Yanti	WPC	RS-0103	OS-0103	26,350,000	PD-0103	1,735				
1	140	ML-PRD-LAD-0104	16-Mar-12	82	Syamsul Anwar	Samsul Anwar/ Yeni	WPC	RS-0104	OS-0104	13,200,000	PD-0104	645				
1	141	ML-PRD-LAD-0104	16-Mar-12	82	Malano	Samsul Anwar/ Yeni	WPC	RS-0104	OS-0104	12,770,000	PD-0104	634				
1	142	ML-PRD-LAD-0105	16-Mar-12	86	Yusrizal	Yusrizal/ Martinis	WPC	RS-0105	OS-0105	70,660,000	PD-0105	3,486				
1	143	ML-PRD-LAD-0106	16-Mar-12	83	Kasmir (Jang Patok)	Kasmir/ Nayani	WPC	RS-0106	OS-0106	11,150,000	PD-0106	1,100				
1	144	ML-PRD-LAD-0107	19-Mar-12	95	Baidarwan	Baidarwan/ Yosfenahelmi	WPC	RS-0107	OS-0107	5,960,000	PD-0107	495				
1	145	ML-PRD-LAD-0108	16-Mar-12	85	Kaidir	Kaidir/ Maizaldi	WPC	RS-0108	OS-0108	49,720,500	PD-0108	2,703				
1	146	ML-PRD-LAD-0109	16-Mar-12	84	M. Salimin	Salimin/ Darmailis	WPC	RS-0109	OS-0109	177,899,500	PD-0109	8,860				
1	147	ML-PRD-LAD-0110	9-Mar-12	72	Ibat	Basraini	WPC	RS-0110	OS-0110	1,800,000	PD-0110	12				
1	148	ML-PRD-LAD-0111	16-Mar-12	87	Yul	Yuldanil/ Yunesti	WPC	RS-0111	OS-0111	5,400,000	PD-0111	510				
1	149	ML-PRD-LAD-0112	2-Mar-12	46	Jaya Putra	Jaya Putra	WPC	RS-0112	OS-0112,1-3	4,426,000	PD-0112	318				
1	150	ML-PRD-LAD-0112	2-Mar-12	46	Jaya Putra	Jaya Putra	WPC	RS-0112	OS-0112,2-3	1,354,500	PD-0112	63				
1	151	ML-PRD-LAD-0112	2-Mar-12	46	Jaya Putra	Jaya Putra	RC	RS-0112	OS-0112,3-3	27,800,000	PD-0112	1,400				
1	152	ML-PRD-LAD-0113	27-Mar-12	103	Arpendi/ Mill Patra	Arpendi	WPC	RS-0113	OS-0113	4,200,000	PD-0113	280				
1	153	ML-PRD-LAD-0114	9-Oct-12	3	Kudun	Syafrizal makudun/ Ermaini	WPC	RS-0114	OS-0114	16,790,000	PD-0114	802				
1	154	ML-PRD-LAD-0115	19-Nov-12	3	Samsuardi	Samsuardi	WPC	RS-0115	OS-0115	24,535,000	PD-0115	1,480				
1	155	ML-PRD-LAD-0116	19-Nov-12	5	Kaidir	Kaidir	WPC	RS-0116	OS-0116	8,760,000	PD-0116	580				
1	156	ML-PRD-LAD-0117	19-Nov-12	6	Salimin	Salimin/ Darmailis	WPC	RS-0117	OS-0117	22,725,000	PD-0117	1,080				
1	157	ML-PRD-LAD-0118	19-Nov-12	4	Nurlela	Armen/ nurlela	WPC	RS-0118	OS-0118	25,500,000	PD-0118	1,275				
1	158	ML-PRD-LAD-0119	6-Dec-12	1	Baidarwan	Baidarwan/ Yosfenahelmi	WPC	RS-0119	OS-0119	5,145,000	PD-0119	335				
1	159	ML-PRD-LAD-0120	3-Jan-13	1	Herman Andika	Herman andika/ Dona	WPC	RS-0120	OS-0120	12,100,000	PD-0120	605				
1	160	ML-PRD-LAD-0121	11-Feb-13	6	Nurlela	Nurlela/ Yusrizal	WPC	RS-0121	OS-0121	4,580,000	PD-0121	229				
1	161	ML-PRD-LAD-0122	2-Mar-12	43	Romi Yantito/ Ma'as	Romi yantito	WPD	RS-0122	OS-0122	74,977,500	PD-0122	3,975		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	162	ML-PRD-LAD-0123	1-Mar-12	12	Herlinatati	Lina Tati	WPD	RS-0123	OS-0123	46,710,000	PD-0123	2,571		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	163	ML-PRD-LAD-0124	7-Mar-12	69	Lewis Raf	Ediwis Raf	WPD	RS-0124	OS-0124	1,310,000	PD-0124	77		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	164	ML-PRD-LAD-0125	2-Mar-12	41	Masrial M.Malano	Masrial M.Malano	WPD	RS-0125	OS-0125	24,140,000	PD-0125	1,207		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	165	ML-PRD-LAD-0126	1-Mar-12	1	Mirsal DT.Nan Kayo	Nirsal/ Marnis	WPD	RS-0126	OS-0126	26,100,000	PD-0126	1,305		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	166	ML-PRD-LAD-0127	2-Mar-12	47	Edi Arianto	Edi Arianto	WPD	RS-0127	OS-0127	16,500,000	PD-0127	660		03190302300002	9-Dec-14	ML-PRD-PLC-0006



Batch No	No	No File Elo	Notarial Deed		Name Land User	Legal Name	Site/ Area	SEM L Dossiers			PARCEL			Certificate BPN		
			Date	No.				Relinquishment Statement	Land Identification / Ownership Survey	Price Data (IDR)	Drawing No.	Area (m2)		No#	Date	File No (Elo)
1	167	ML-PRD-LAD-0128	2-Mar-12	30	Doni Prawira Negara	Doni Prawira Negara	WPD	RS-0128	OS-0128	13,200,000	PD-0128	660		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	168	ML-PRD-LAD-0129	1-Mar-12	13	Muliadi	Muliadi	WPD	RS-0129	OS-0129,1-2	23,155,500	PD-0129	1,077		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	169	ML-PRD-LAD-0129	1-Mar-12	13	Muliadi	Muliadi	WPE	RS-0129	OS-0129,2-2	3,208,000	PD-0129	391		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	170	ML-PRD-LAD-0130	1-Aug-12	3	Sosi Agustian	Sosi Agustian / Darma Wilis	WPD	RS-0130	OS-0130	64,200,000	PD-0130	3,135		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	171	ML-PRD-LAD-0131	1-Aug-12	1	Os	Jusniar/ Kosnedi	WPD	RS-0131	OS-0131	60,240,000	PD-0131	2,912		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	172	ML-PRD-LAD-0132	1-Aug-12	2	Ulfa Helmi	Afrinaldi Yusdi	WPD	RS-0132	OS-0132,1-4	122,500,000	PD-0132	5,600		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	173	ML-PRD-LAD-0132	1-Aug-12	2	Nafri Yondri	Afrinaldi Yusdi	WPD	RS-0132	OS-0132,2-4	93,110,000	PD-0132	4,200		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	174	ML-PRD-LAD-0132	1-Aug-12	2	Saparudin	Afrinaldi Yusdi	WPD	RS-0132	OS-0132,3-4	148,277,500	PD-0132	6,500		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	175	ML-PRD-LAD-0132	1-Aug-12	2	Afrinaldi	Afrinaldi Yusdi	WPD	RS-0132	OS-0132,4-4	91,560,000	PD-0132	4,578		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	176	ML-PRD-LAD-0133	6-Mar-12	59	Suhardiman/ Muliadi	Suhardiman/ osmaliza	WPE	RS-0133	OS-0133,1-2	20,725,000	PD-0133	1,086		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	177	ML-PRD-LAD-0133	6-Mar-12	59	Suhardiman/ Muliadi	Suhardiman/ osmaliza	WPE	RS-0133	OS-0133,2-2	12,956,250	PD-0133	893		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	178	ML-PRD-LAD-0134	19-Mar-12	92	Firnasrul	Rosnani/ Firnasrul	WPE	RS-0134	OS-0134	157,500,000	PD-0134	10,500		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	179	ML-PRD-LAD-0135	19-Mar-12	94	Candra Darma	Candra darma	WPE	RS-0135	OS-0135	145,000,000	PD-0135	12,300		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	180	ML-PRD-LAD-0136	7-Mar-12	66	Firdaus Dt Mudo	Firnasrul / Rosnani	WPE	RS-0136	OS-0136	35,808,000	PD-0136	4,476		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	181	ML-PRD-LAD-0137	2-Mar-12	36	KT.Kinari/ Edi Arianto	Edi Arianto/ M .Rozi	WPE	RS-0137	OS-0137,1-2	108,000,000	PD-0137	10,700		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	182	ML-PRD-LAD-0137	2-Mar-12	36	KT.Kinari/ Edi Arianto	Edi Arianto/ M .Rozi	WPE	RS-0137	OS-0137,2-2	114,080,000	PD-0137	10,208		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	183	ML-PRD-LAD-0140	1-Mar-12	6	Ardison	Ardison	WPE	RS-0140	OS-0140	35,743,000	PD-0140	2,422		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	184	ML-PRD-LAD-0141	1-Mar-12	20	Afriwandi/ Frisna	Frisna Farida	WPE	RS-0141	OS-0141	24,480,000	PD-0141	3,120		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	185	ML-PRD-LAD-0142	6-Mar-12	65	Yurnalis	Yurnalis/ Yuharneti	WPE	RS-0142	OS-0142,1-3	21,450,000	PD-0142	3,300		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	186	ML-PRD-LAD-0142	6-Mar-12	65	Yurnalis	Yurnalis/ Yuharneti	WPE	RS-0142	OS-0142,2-3	1,050,000	PD-0142	105		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	187	ML-PRD-LAD-0142	6-Mar-12	65	Yurnalis	Yurnalis/ Yuharneti	WPE	RS-0142	OS-0142,3-3	18,845,000	PD-0142	630		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	188	ML-PRD-LAD-0144	21-Mar-12	99	Anasril	Anasril	WPE	RS-0144	OS-0144	33,875,000	PD-0144	3,600		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	189	ML-PRD-LAD-0145	29-Mar-12	106	Syahril/ Jang Bogor	Syahril	WPE	RS-0145	OS-0145	42,650,000	PD-0145	4,265		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	190	ML-PRD-LAD-0146	17-Apr-12	6	Firnasrul	Firnasrul / Rosnani	WPE	RS-0146	OS-0146	13,512,000	PD-0146	1,689		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	191	ML-PRD-LAD-0147	19-Oct-12	7	Ardison	Ardison	WPE	RS-0147	OS-0147	35,020,000	PD-0147	3,000		03190302300002	9-Dec-14	ML-PRD-PLC-0006
1	192	ML-PRD-LAD-0148	29-Feb-12	8	Zulnasri	Zulnasir/ Suharni	WPG	RS-0148	OS-0148	303,310,000	PD-0148	14,520		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	193	ML-PRD-LAD-0149	1-Mar-12	11	Tukiran	Tukiran/ Esi	WPG	RS-0149	OS-0149	29,250,000	PD-0149	1,550		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	194	ML-PRD-LAD-0150	1-Mar-12	21	Saprial/ Diana Yursyah	Diana Yursyah/ yulmaini	WPG	RS-0150	OS-0150	15,230,000	PD-0150	1,348		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	195	ML-PRD-LAD-0151	2-Mar-12	34	Arpan	Syaiful arfan/ Almawati	WPG	RS-0151	OS-0151	8,760,000	PD-0151	876		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	196	ML-PRD-LAD-0152	1-Mar-12	26	Ernita	Ernita/ Ardi	WPG	RS-0152	OS-0152	8,800,000	PD-0152	880		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	197	ML-PRD-LAD-0153	1-Mar-12	27	Aldi Zamri	Aldi zamri/ Netri	WPG	RS-0153	OS-0153,1-3	4,500,000	PD-0153	450		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	198	ML-PRD-LAD-0153	1-Mar-12	27	Aldi Zamri	Aldi zamri/ Netri	WPG	RS-0153	OS-0153,2-3	17,920,000	PD-0153	1,792		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	199	ML-PRD-LAD-0153	1-Mar-12	27	Aldi Zamri	Aldi zamri/ Netri	WPG	RS-0153	OS-0153,3-3	54,900,000	PD-0153	5,490		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	200	ML-PRD-LAD-0154	5-Mar-12	56	Dasman	Dasmarijal/ elfariza	WPG	RS-0154	OS-0154	3,000,000	PD-0154	300		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	201	ML-PRD-LAD-0155	5-Mar-12	57	Masrial	Masrizal/ Ernati	WPG	RS-0155	OS-0155,1-4	6,000,000	PD-0155	600		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	202	ML-PRD-LAD-0155	5-Mar-12		Masrial	Masrizal/ Ernati	WPG	RS-0155	OS-0155,2-4	9,320,000	PD-0155	912		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	203	ML-PRD-LAD-0155	5-Mar-12		Masrial	Masrizal/ Ernati	WPG	RS-0155	OS-0155,3-4	8,120,000	PD-0155	800		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	204	ML-PRD-LAD-0155	5-Mar-12		Masrial	Masrizal/ Ernati	WPG	RS-0155	OS-0155,4-4	6,000,000	PD-0155	600		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	205	ML-PRD-LAD-0156	21-Mar-12	98	Armensis	Armensis/ Gusmanengsih	JP	RS-0156	OS-0156	27,200,000	PD-0156	2,350				
1	206	ML-PRD-LAD-0157	27-Mar-12	104	Syafrudin	Syafrudin/ Maitina	JP	RS-0157	OS-0157	11,760,000	PD-0157	1,470				
1	207	ML-PRD-LAD-0158	16-Apr-12	5	Ernaliati	Nofri Yendri/ Ernaliati	PS	RS-0158	OS-0158,1-4	52,750,000	PD-0158,1-2	3,350		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	208	ML-PRD-LAD-0158	16-Apr-12	5	Ernaliati	Nofri Yendri/ Ernaliati	WPG	RS-0158	OS-0158,2-4	33,000,000	PD-0158,1-2	2,180		03190301300006	9-Dec-14	ML-PRD-PLC-0005
1	209	ML-PRD-LAD-0158	16-Apr-12	5	Ernaliati	Nofri Yendri/ Ernaliati	MAR	RS-0158	OS-0158,3-4	73,340,000	PD-0158,2-2	4,019				
1	210	ML-PRD-LAD-0158	16-Apr-12	5	Ernaliati	Nofri Yendri/ Ernaliati	MAR	RS-0158	OS-0158,4-4	9,000,000	PD-0158,2-2	600				
1	211	ML-PRD-LAD-0159	21-Jun-12	9	Jalaludin	Jalaludin/ Nurhayati	WI	RS-0159	OS-0159	2,347,000	PD-0159	320				
1	212	ML-PRD-LAD-0160	21-Jun-12	7	Malyadi	Malyadi/ Efnida	WI	RS-0160	OS-0160	7,890,000	PD-0160	506				
1	213	ML-PRD-LAD-0161	21-Jun-12	6	Syafrizal	Syafrizal/ Warti	WI	RS-0161	OS-0161	1,403,000	PD-0161	280				
1	214	ML-PRD-LAD-0162	25-Jun-12	12	Jaya Putra	Jaya Putra	WI	RS-0162	OS-0162	1,833,000	PD-0162	282				
1	215	ML-PRD-LAD-0163	6-Jul-12	2	Kelp Krodon	Doni Saputra/ Giri	WI	RS-0163	OS-0163	22,405,000	PD-0163	1,494				
1	216	ML-PRD-LAD-0164	13-Jul-12	3	Hengki	Hengki/ Nodi	WI	RS-0164	OS-0164,1-2	2,561,000	PD-0164	394				
1	217	ML-PRD-LAD-0164	13-Jul-12	3	Hengki	Hengki/ Nodi	WPB	RS-0164	OS-0164,2-2	18,895,000	PD-0164	2,100				
1	218	ML-PRD-LAD-0165	12-Oct-12	4	Yuldanil	Farmaidi/ Yuldanil	JP	RS-0165	OS-0165	29,707,000	PD-0165	1,939				
1	219	ML-PRD-LAD-0166	12-Oct-12	5	Zahri Wahyudi	Noverta/ Zahri wahyudi	WI	RS-0166	OS-0166	19,500,000	PD-0166	1,300				
2	220	ML-PRD-LAD-0167	23-Apr-13	6	Herdi - M Yulis	Herdi - M Yulis	WPH	RS-0167	OS-0167	252,600,000	PD-0167	16,840		03190302300003	10-Dec-14	ML-PRD-PLC-0007
2	221	ML-PRD-LAD-0168	22-Apr-13	5	Dodi Putra	Dodi Putra	WPH	RS-0168	OS-0168	747,900,000	PD-0168	49,860		03190302300003	10-Dec-14	ML-PRD-PLC-0007
2	222	ML-PRD-LAD-0169	20-Apr-13	4	Yeri Sandrio	Yeri Sandrio	WPH	RS-0169	OS-0169	481,350,000	PD-0169	32,090		03190302300003	10-Dec-14	ML-PRD-PLC-0007
3	223	ML-PRD-LAD-0170	27-May-15	36	Osriadi	Osriadi-Sulastri	A-WPA	RS-0170	OS-0170,1-2	76,974,895	PD-0170	4,500.993		03190302300013	15-Sep-16	ML-PRD-PLC-0025
3	224	ML-PRD-LAD-0170	27-May-15	36	Osriadi	Osriadi	A-WPA	RS-0170	OS-0170,2-2	287,096,545	PD-0170	17,629.103				



Batch No	No	No File Elo	Notarial Deed		Name Land User	Legal Name	Site/ Area	SEM L Dossiers			PARCEL			Certificate BPN		
			Date	No.				Relinquishment Statement	Land Identification / Ownership Survey	Price Data (IDR)	Drawing No.	Area (m2)		No#	Date	File No (Elo)
3	225	ML-PRD-LAD-0171	7-May-15	9	Jend	Jendri Nedi-Nopriadi	A-WPA	RS-0171	OS-0171,1-2	129,801,440	PD-0171	7,275.096		03190302300013	15-Sep-16	ML-PRD-PLC-0025
3	226	ML-PRD-LAD-0171	7-May-15	9	Kelp Jend 1 (RU 1)	Jendri Nedi-Nopriadi	A-WPH	RS-0171	OS-0171,2-2	183,429,915	PD-0171	12,228.661		03190302300004	24-May-16	ML-PRD-PLC-0022
3	227	ML-PRD-LAD-0172	3-Jun-15	1	Maitina	Syafrudin-Lidia Putri	A-WPA	RS-0172	OS-0172	26,555,205	PD-0172	1,650.347		03190302300013	15-Sep-16	ML-PRD-PLC-0025
3	228	ML-PRD-LAD-0173	22-May-15	32	Milis	Darlis-Misnawati	A-WPA	RS-0173	OS-0173,1-2	4,583,745	PD-0173	305.583		03190302300013	15-Sep-16	ML-PRD-PLC-0025
3	229	ML-PRD-LAD-0173	22-May-15	32	Ujang Patah	Darlis-Misnawati	A-WPA	RS-0173	OS-0173,2-2	14,333,385	PD-0173	955.559		03190302300005	24-May-16	ML-PRD-PLC-0016
3	230	ML-PRD-LAD-0174	23-Jun-15	7	Hendri nedi	Hendri nedi-Endra	A-WPA	RS-0174	OS-0174	7,974,990	PD-0174	222.666		03190302300006	24-May-16	ML-PRD-PLC-0017
3	231	ML-PRD-LAD-0175	9-Jun-15	3	Agusman	Agusman-Desniyenti	A-WPA	RS-0175	OS-0175	40,556,510	PD-0175	1,923.434		03190302300005	24-May-16	ML-PRD-PLC-0016
3	232	ML-PRD-LAD-0176	18-May-15	18	Marulis	Nasrul Wilyedi	A-WPA	RS-0176	OS-0176,1-3	55,530,465	PD-0176	3,702.031		03190302300005	24-May-16	ML-PRD-PLC-0016
3	233	ML-PRD-LAD-0176	18-May-15	18	Kudun	Nasrul Wilyedi	A-WPA	RS-0176	OS-0176,2-3	30,826,815	PD-0176	1,800.121				
3	234	ML-PRD-LAD-0176	18-May-15	18	Edi	Nasrul Wilyedi	A-WPA	RS-0176	OS-0176,3-3	116,944,905	PD-0176	7,291.327				
3	235	ML-PRD-LAD-0177	21-May-15	25	Burahman	Burahman	A-WPA	RS-0177	OS-0177	617,528,835	PD-0177	38,793.589				
3	236	ML-PRD-LAD-0178	13-May-15	17	Herdi	Herdi M Yulis	A-WPA	RS-0178	OS-0178,1-4	92,200,455	PD-0178,1-3	6,146.697				
3	237	ML-PRD-LAD-0178	13-May-15	17	Herdi	Herdi M Yulis	WPA	RS-0178	OS-0178,2-4	75,480,930	PD-0178,2-3	5,032.062				
3	238	ML-PRD-LAD-0178	13-May-15	17	Herdi	Herdi M Yulis	A-WPH	RS-0178	OS-0178,3-4	20,851,680	PD-0178,2-3	1,390.112		03190302300012	28-Jul-16	ML-PRD-PLC-0024
3	239	ML-PRD-LAD-0178	13-May-15	17	Kelp Herdi 1	Herdi M Yulis	WPF	RS-0178	OS-0178,4-4	383,681,865	PD-0178,3-3	21,578.791		03190302300011	28-Jul-16	ML-PRD-PLC-0023
3	240	ML-PRD-LAD-0179	27-May-15	37	Nurmaini/ Karni	Sukarni-Nurmaini	A-WPE	RS-0179	OS-0179	22,169,000	PD-0179	1,468.500		03190302300006	24-May-16	ML-PRD-PLC-0017
3	241	ML-PRD-LAD-0180	23-Jun-15	9	Edwar	Afrianto-Edwar	A-WPE	RS-0180	OS-0180	35,881,846	PD-0180	2,562.989		03190302300006	24-May-16	ML-PRD-PLC-0017
3	242	ML-PRD-LAD-0181	3-Jul-15	1	Sopian Sori	Dodi putra_ Sopian sori	A-WPE	RS-0181	OS-0181	10,732,232	PD-0181	766.588		03190302300007	24-May-16	ML-PRD-PLC-0018
3	243	ML-PRD-LAD-0182	7-May-15	13	Sosi Agustian	Sosi Agustian	A-WPD	RS-0182	OS-0182	12,937,700	PD-0182	646.885		03190302300008	24-May-16	ML-PRD-PLC-0019
3	244	ML-PRD-LAD-0183	10-Jun-15	4	Edi arianto	Edi Arianto	A-WPD	RS-0183	OS-0183	9,450,120	PD-0183	472.506		03190302300008	24-May-16	ML-PRD-PLC-0019
3	245	ML-PRD-LAD-0184	20-May-15	23	Mirsal	Nisral - Marnis	A-WPD	RS-0184	OS-0184	6,404,800	PD-0184	320.240		03190302300008	24-May-16	ML-PRD-PLC-0019
3	246	ML-PRD-LAD-0185	20-May-15	24	Masrial	Masrial M Malano	A-WPD	RS-0185	OS-0185	5,784,460	PD-0185	289.223		03190302300008	24-May-16	ML-PRD-PLC-0019
3	247	ML-PRD-LAD-0186	23-Jun-15	8	Romi Yantito	Romi Yantito-Nefrida	A-WPD	RS-0186	OS-0186	15,290,780	PD-0186	764.539		03190302300008	24-May-16	ML-PRD-PLC-0019
3	248	ML-PRD-LAD-0187	5-May-15	3	Zainal/ Lina Tati	Lina Tati-Zaenal	A-WPD	RS-0187	OS-0187	25,311,880	PD-0187	1,265.594		03190302300009	24-May-16	ML-PRD-PLC-0020
3	249	ML-PRD-LAD-0188	28-May-15	38	Mulyadi	Mulyadi - Arlena	A-WPD	RS-0188	OS-0188	14,362,400	PD-0188	718.120		03190302300009	24-May-16	ML-PRD-PLC-0020
3	250	ML-PRD-LAD-0189	7-May-15	11	Pemi Rianto	Femi Rianto	WPA	RS-0189	OS-0189	423,629,205	PD-0189	28,241.947				
3	251	ML-PRD-LAD-0190	7-May-15	8	Kelp.RU 2	Malyadi -Syafrizal	WPA	RS-0190	OS-0190	215,084,385	PD-0190	14,338.959				
3	252	ML-PRD-LAD-0190	7-May-15	8	Kelp.RU 1	Malyadi -Syafrizal	WPA	RS-0190	OS-0190	31,660,110	PD-0190	2,110.674				
3	253	ML-PRD-LAD-0191	7-May-15	5	Kelp.RU 3	Dodi Putra	WPA	RS-0191	OS-0191	230,656,395	PD-0191	15,377.093				
3	254	ML-PRD-LAD-0192	7-May-15	10	Kelp.RU 4	Nasrul Sartuni	WPA	RS-0192	OS-0192,1-2	226,720,230	PD-0192	15,114.682				
3	255	ML-PRD-LAD-0192	7-May-15	10	Kelp RU 5/ Sartuni	Nasrul Sartuni	Intake	RS-0192	OS-0192,2-2	60,979,140	PD-0192	4,065.276				
3	256	ML-PRD-LAD-0193	7-May-15	6	Asran	Hasran	WPA	RS-0193	OS-0193	326,337,720	PD-0193	21,755.848				
3	257	ML-PRD-LAD-0194	4-May-15	2	Yusra	Yusra	A-WPH	RS-0194	OS-0194	269,514,030	PD-0194	17,967.602		03190302300012	28-Jul-16	ML-PRD-PLC-0024
3	258	ML-PRD-LAD-0195	7-May-15	7	Kelp Jend 1 (RU 1)	Syafri Joni-Mulyadi	A-WPH	RS-0195	OS-0195	100,503,615	PD-0195	6,700.241		03190302300010	24-May-16	ML-PRD-PLC-0021
3	259	ML-PRD-LAD-0196	13-May-15	15	Munap	Nofri Efendi	WPF	RS-0196	OS-0196	92,297,055	PD-0196	6,153.137		03190302300011	28-Jul-16	ML-PRD-PLC-0023
3	260	ML-PRD-LAD-0197	13-May-15	16	Kelp Herdi 2	Herdi - Irsad	WPF	RS-0197	OS-0197	547,109,220	PD-0197	31,473.948		03190302300011	28-Jul-16	ML-PRD-PLC-0023
3	261	ML-PRD-LAD-0198	22-May-15	31	herdi 1	Herdi-Emra	WPF	RS-0198	OS-0198,1-2	56,000,000	PD-0198	4,000.000		03190302300011	28-Jul-16	ML-PRD-PLC-0023
3	262	ML-PRD-LAD-0198	22-May-15	31	herdi 2	Herdi-Emra	WPF	RS-0198	OS-0198,2-2	70,000,000	PD-0198	5,000.000		03190302300011	28-Jul-16	ML-PRD-PLC-0023
3	263	ML-PRD-LAD-0199	21-May-15	26	Kelp Budi	Zahri Wahyudi	WPF	RS-0199	OS-0199	78,995,295	PD-0199	5,266.353		03190302300011	28-Jul-16	ML-PRD-PLC-0023
3	264	ML-PRD-LAD-0200	21-May-15	28	Ahmad Tarmizi	Ahmad Tarmizi	Intake	RS-0200	OS-0200	101,730,480	PD-0200	6,782.032				
3	265	ML-PRD-LAD-0201	22-May-15	30	Ahmad Tarmizi/ Joni Hartono	Joni Hartono	Line A-B	RS-0201	OS-0201	70,566,225	PD-0201	4,704.415				
3	266	ML-PRD-LAD-0202	28-May-15	39	Hengki	Hengki	Line A-B	RS-0202	OS-0202	45,866,850	PD-0202	3,057.790		03190301300017	24-May-16	ML-PRD-PLC-0014
3	267	ML-PRD-LAD-0203	21-May-15	27	Giri	Giri Indah Putra	A-WPB	RS-0203	OS-0203	22,451,565	PD-0203	1,496.771		03190301300017	24-May-16	ML-PRD-PLC-0014
3	268	ML-PRD-LAD-0204	21-May-15	29	Olfrit wandri	Olfrit Wandri	A-WPB	RS-0204	OS-0204	11,153,550	PD-0204	543.570		03190301300018	24-May-16	ML-PRD-PLC-0015





## **APPENDIX 4**

### **Summary of Land Acquistion of Surveyed Households**



No	Village (Jorong)	Name	Sex	Age	Main Occupation (e1)	Main Income (e3)	Location	Type of Land	Crops/Trees Affected	Land Area Taken by SEML M2(e17)	Remainng Land owned M <sup>2</sup>	%	Compensation (e19)	Compensation Utilization (e20)	Other Benefits
1	Taratak Tinggi	Agusman/Desniyanti	F	42	Farm Owner	Rp. 500.000 - Rp.1.500.000	A-WPA	Dryland	coffee	9484	5000	65%	> Rp. 50.000.000	School (tuition fee) and daily consumptions	-
2	Taratak Tinggi	sudirman	M	60	Farm Owner	Rp. 500.000 - Rp.1.500.000	WPC	Dryland	sugar cane	2245	10000	18%	Rp. 20.000.000 - Rp. 50.000.000	For Daily Consumptions	-
3	Taratak Tinggi	nurlela	F	35	Farm Owner	Rp. 500.000 - Rp.1.500.000	PS & WPC	Paddy field		12294	0	100%	>Rp. 50.000.000	Purchasing another house and for daily consumptions	-
4	Taratak Tinggi	yul daniel	M	50	Farm Owner	Rp. 500.000 - Rp.1.500.000	WPC & PL	Paddy field		2449	5000	33%	Rp. 10.000.000 - Rp. 20.000.000	School (tuition fee) and daily consumptions	3
5	Taratak Tinggi	syafrizal mahudu	M	59	Farm Owner	Rp. 1.500.001 - Rp. 2.500.000	WPC	Paddy field		1360	800	63%	Rp. 20.000.000 - Rp. 50.000.000	School (tuition fee) and daily consumptions, and Purchasing substituted land	1 & 3
6	Taratak Tinggi	rusdianto	M	37	Farmer Labor	Rp. 1.500.001 - Rp. 2.500.000	WPA	Dryland	no crops	3000	2000	60%	Rp. 10.000.000 - Rp. 20.000.000	School (tuition fee) and daily consumptions	-
7	Taratak Tinggi	kaidir	M	56	Farm Owner	Rp. 500.000 - Rp.1.500.000	WPC	Paddy field		7082	0	100%	> Rp. 50.000.000	School (tuition fee) and daily consumptions	-
8	Taratak Tinggi	deni romantika	F	31	Housewife	0	A-WPD & WPD	Dryland	no crops	1496	250	86%	Rp. 5.000.000 - Rp. 10.000.000	School (tuition fee) and daily consumptions	5 & 3
9	Taratak Tinggi	yurnalis	M	50	Farm Owner	Rp. 500.000 - Rp.1.500.000	WPE	Paddy field		4035	15000	21%	Rp. 20.000.000 - Rp. 50.000.000	School (tuition fee) and daily consumptions	-
10	Taratak Tinggi	mirsal	M	63	Farm Owner	Rp. 500.000 - Rp.1.500.000	A-WPD & WPD	Dryland	orange	1625	1200	58%	Rp. 20.000.000 - Rp. 50.000.000	School (tuition fee) and daily consumptions	3
11	Taratak Tinggi	lina tati	F	36	Others	Rp. 500.000 - Rp.1.500.000	A-WPD & WPD	Dryland	cassava	3637	30000	11%	> Rp. 50.000.000	School (tuition fee) and daily consumptions, and Purchasing substituted land	3 & 5
12	Taratak Tinggi	yusrizal	M	35	Farm Owner	Rp. 500.000 - Rp.1.500.000	WPC	Paddy field		1600	5000	24%	Rp. 20.000.000 - Rp. 50.000.000	School (tuition fee) and daily consumptions, and Purchasing substituted land	3
13	Sapan Sari	Sosi Agustian	M	38	Farmer Labor	Rp. 500.000 - Rp.1.500.000	WPD	Dryland	no crops	3783	15000	20%	> Rp. 50.000.000	Purchase Vehicle	-
14	Kampung Baru	suardi	M	49	Farm Owner	Rp. 1.500.001 - Rp. 2.500.000	WPA	Dryland	coffee	5083	0	100%	> Rp. 50.000.000	School (tuition fee) and daily consumptions	3
15	Kampung Baru	nofriyendri	M	52	Others	> Rp. 3.500.000	Main access road	Dryland	orange	44509	20000	69%	> Rp. 50.000.000	Purchasing substituted land	5
16	Kampung Baru	abdul hadi	M	60	Farm Owner	Rp. 2.500.001 - Rp. 3.500.000	Main access road	Paddy field		500	10000	5%	Rp. 10.000.000 - Rp. 20.000.000	School (tuition fee) and daily consumptions	-
17	Kampung Baru	jaya putra	M	38	Farm Owner	> Rp. 3.500.000	WPC	Paddy field		2063	5000	29%	Rp. 20.000.000 - Rp. 50.000.000	For Daily Consumptions	-
18	Kampung Baru	marjulis	M	39	Farm Owner	Rp. 500.000 - Rp.1.500.000	Main access road	Paddy field		800	10000	7%	Rp. 10.000.000 - Rp. 20.000.000	For Daily Consumptions	-
19	Kampung Baru	armensis	M	53	Farm Owner	Rp. 500.000 - Rp.1.500.000	PL	Dryland	no crops	2350	15000	14%	Rp. 20.000.000 - Rp. 50.000.000	For Daily Consumptions	-
20	Kampung Baru	mayarnis	F	46	Farm Owner	Rp. 500.000 - Rp.1.500.000	PS	Paddy field		6257	0	100%	> Rp. 50.000.000	For Daily Consumptions	3
21	Kampung Baru	syahril	M	50	Farm Owner	Rp. 500.000 - Rp.1.500.000	WPC	Paddy field		1735	15000	10%	Rp. 20.000.000 - Rp. 50.000.000	Purchasing house and Vehicles	3
22	Kampung Baru	muhammad dius	M	39	Farm Owner	Rp. 500.000 - Rp.1.500.000	WPC	Paddy field		280	4000	7%	Rp. 20.000.000 - Rp. 50.000.000	Purchasing substituted land, Vehicle and for daily consumptions	1 & 3
23	Kampung Baru	samsul bahri/desmayeni	F	24	Farmer Labor	Rp. 500.000 - Rp.1.500.000	A-WPC	Paddy field		592	4000	13%	Rp. 10.000.000 - Rp. 20.000.000	Purchasing substituted land	-
24	Kampung Baru	martinis/yusrizal	F	31	Farmer Labor	Rp. 500.000 - Rp.1.500.000	WPC	Paddy field		3486	800	81%	> Rp. 50.000.000		
25	Kampung Baru	wendridawati	F	45	Farmer Labor	< Rp. 500.000	Main access road	Dryland		500	10000	5%	Rp. 5.000.000 - Rp. 10.000.000	Purchasing substituted land, and for daily consumptions	3
26	Kampung Baru	susmawati	F	35	Farmer Labor	< Rp. 500.000	Main access road	Dryland	no crops	420	10000	4%	Rp. 5.000.000 - Rp. 10.000.000	School (tuition fee) and daily consumptions	3
27	Kampung Baru	ioned	M	38	Civil Servant	Rp. 2.500.001 - Rp. 3.500.000	PS	Dryland	orange	5974	5000	54%	> Rp. 50.000.000	School (tuition fee) and daily consumptions	3
28	Kampung Baru	murniati	F	32	Farm Owner	Rp. 500.000 - Rp.1.500.000	Main access road	Dryland	no crops	40	5000	1%	Rp. 5.000.000 - Rp. 10.000.000	Purchasing substituted land	3
29	Kampung Baru	samsinar	F	58	Farm Owner	Rp. 2.500.001 - Rp. 3.500.000	WPA & WPC	Paddy field		9965	20000	33%	> Rp. 50.000.000	Purchasing substituted land, houses, Vehicle and for daily consumptions	3, 4 & 5
30	Kampung Baru	hendri nedi	M	41	Farm Owner	> Rp. 3.500.000	A-WPA	Dryland	coffee	4056	10000	29%	> Rp. 50.000.000	Purchasing substituted land	3
31	Kampung Baru	Firdaus	M	58	Private sector employee	Rp. 1.500.001 - Rp. 2.500.000	Main access road	Paddy field		280	3771	7%	> Rp. 50.000.000	For Daily Consumptions	1 & 3
32	Kampung Baru	nedirlam	M	56	Farm Owner	Rp. 500.000 - Rp.1.500.000	WPC	Dryland	no crops	448	10000	4%	< Rp. 5.000.000	School (tuition fee) and daily consumptions	3
33	Kampung Baru	warni	F	33	Private sector employee	Rp. 1.500.001 - Rp. 2.500.000	Main access road	Dryland	orange, corn	750	1000	43%	Rp. 20.000.000 - Rp. 50.000.000	Other	3 & 5
34	Kampung Baru	arlena sasmita	F	45	Farmer Labor	Rp. 500.000 - Rp.1.500.000	A-WPD	Paddy field		2695	5000	35%	> Rp. 50.000.000	School (tuition fee), purchasing vehicle and for daily consumptions	3
35	Kampung Baru	marjohan	M	38	Farm Owner	Rp. 500.000 - Rp.1.500.000	Main access road	Dryland	orange	135	10000	1%	> Rp. 50.000.000	Purchasing Another house	3
36	Kampung Baru	samsuardi	M	36	Farm Owner	Rp. 500.000 - Rp.1.500.000	WPC	Dryland	banana trees	3962	1200	77%	Rp. 20.000.000 - Rp. 50.000.000	Purchasing substituted land	-
37	Kampung Baru	yusra	F	52	Farmer Labor	Rp. 1.500.001 - Rp. 2.500.000	A-WPH	Dryland	forest	22857	40000	36%	>Rp. 50.000.000	Purchasing substituted land	3 & 4
38	Pekonina	ardi	M	48	Farm Owner	Rp. 1.500.001 - Rp. 2.500.000	PS	Paddy field		13279	0	100%	> Rp. 50.000.000	Purchasing substituted land	3
39	Pekonina	sugeng	M	63	Farm Owner	Rp. 2.500.001 - Rp. 3.500.000	PS	Paddy field		24080	5000	83%	> Rp. 50.000.000	Purchasing substituted land	3
40	Pekonina	Erwan	M	43	Trader	Rp. 1.500.001 - Rp. 2.500.000	WPF	Dryland	forest	5266	10000	34%	> Rp. 50.000.000	Other	3
41	Pekonina	Ejawati	F	40	Farmer Labor	Rp. 500.000 - Rp.1.500.000	PS	paddy field		1706	0	100%	Rp. 20.000.000 - Rp. 50.000.000	School (tuition fee) and daily consumptions	3
42	Pekonina	Indratno	M	39	Farm Owner	Rp. 500.000 - Rp.1.500.000	PS	Paddy field		13378	0	100%	> Rp. 50.000.000	School (tuition fee) and Purchasing substituted land	3
43	Pekonina	Hadino	M	45	Farm Owner	Rp. 500.000 - Rp.1.500.000	PS	Paddy field		3600	0	100%	> Rp. 50.000.000	Other	3
44	Pekonina	Sarmi	F	63	Farm Owner	< Rp. 500.000	PS	Paddy field		1200	500	71%	Rp. 20.000.000 - Rp. 50.000.000	Purchasing Vehicle and for daily consumptions	3
45	Pekonina	Nariwen	F	43	Farm Owner	< Rp. 500.000	PS	Paddy field		20583	0	100%	> Rp. 200.000.000	School (tuition fee) and daily consumptions	3
46	Pekonina	Nurmi	F	45	Farm Owner	< Rp. 500.000	PS	paddy field		22306	0	100%	> Rp. 50.000.000	School (tuition fee), purchasing vehicle and for purchasing substituted land	3
47	Pekonina	Bajang	M	65	Farm Owner	Rp. 1.500.001 - Rp. 2.500.000	PS	Paddy field		7620	0	100%	> Rp. 50.000.000	Purchasing substituted land	3
48	Pekonina	Sar'ih	M	79	Others	< Rp. 500.000	PS	Paddy field		6432	0	100%	> Rp. 50.000.000	Purchasing substituted land, and for daily consumptions	3
49	Pekonina	Dasman	M	46	Trader	Rp. 500.000 - Rp.1.500.000	PS	Paddy field		21138	0	100%	> Rp. 50.000.000	School (tuition fee), and purchasing vehicle	3
50	Pekonina	Sunarti	F	38	Housewife	0	PS	Paddy field		6380	0	100%	> Rp. 50.000.000	School (tuition fee), and purchasing vehicle	3
51	Pekonina	Birin	M	51	Farmer Labor	Rp. 500.000 - Rp.1.500.000	PS	Paddy field		18773	0	100%	> Rp. 50.000.000	Purchasing substituted land	3
52	Pekonina	Mardi	M	38	Farm Owner	< Rp. 500.000	PS	Paddy field		3774	5000	43%	> Rp. 50.000.000	Other	3
53	Pekonina	Suhardiman	M	44	Private sector employee	> Rp. 3.500.000	WPE	Dryland	chili, cassava	1979	20000	9%	Rp. 20.000.000 - Rp. 50.000.000	Purchasing substituted land	3 & 1
54	Pekonina	safrinal	M	61	Farmer Labor	< Rp. 500.000	A-WPA	Dryland	forest	2010	20000	9%	Rp. 10.000.000 - Rp. 20.000.000	School (tuition fee), and for purchasing substituted land	3
55	Pekonina	Arni	F	32	Housewife	0	WPG	Dryland	no crops	880	0	100%	< Rp. 10.000.000	Purchasing substituted land	3
56	Pekonina	saptono	M	56	Farmer Labor	Rp. 1.500.001 - Rp. 2.500.000	PS	Paddy field		9028	5000	64%	> Rp. 50.000.000	For Daily Consumptions	3 & 5
57	Pekonina	kinem	F	51	Others	Rp. 500.000 - Rp.1.500.000	PS	Paddy field		4959	0	100%	> Rp. 50.000.000	Other	3
58	Pekonina	suarni	F	50	Trader	Rp. 1.500.001 - Rp. 2.500.000	PS	Paddy field		10761	0	100%	> Rp. 50.000.000	School (tuition fee)	3 & 5
59	Pekonina	rudi irawan	M	44	Trader	Rp. 1.500.001 - Rp. 2.500.000	canceled admin building	Dryland	no crops	1800	3200	36%	Rp. 20.000.000 - Rp. 50.000.000	Purchasing substituted land	3
60	Pekonina	junip	M	63	Farmer Labor	Rp. 500.000 - Rp.1.500.000	PS	Paddy field		4000	0	100%	> Rp. 50.000.000	Purchasing substituted land and another house	3
61	Pekonina	ngatiman	M	75	Farm Owner	Rp. 500.000 - Rp.1.500.000	PS	Dryland	coffee, cinnamon	2450	4000	38%	> Rp. 50.000.000	Other	3
62	Pekonina	budiman	M	33	Farm Owner	Rp. 1.500.001 - Rp. 2.500.000	PS	Paddy field		4790	10000	32%	> Rp. 50.000.000	Purchasing substituted land and another house	3 & 5
63	Pekonina	bohim	M	55	Others	Rp. 500.000 - Rp.1.500.000	PS	Paddy field		6006	15000	29%	> Rp. 50.000.000	Purchasing substituted land	3 & 5
64	Pekonina	rusdi	M	45	Farm Owner	Rp. 1.500.001 - Rp. 2.500.000	PS	Paddy field		1247	2000	38%	> Rp. 50.000.000	Purchasing substituted land	3
65	Pekonina	sugiono	F	31	Farm Owner	Rp. 500.000 - Rp.1.500.000	PS	Paddy field		28840	0	100%	> Rp. 500.000.000	Purchasing substituted land	3
66	Pekonina	erwin	M	42	Farm Owner	> Rp. 3.500.000	WPB	Dryland	forest	33060	10000	77%	> Rp. 50.000.000	Purchasing substituted land	3
67	Pekonina	sapriyal	M	54	Farm Owner	Rp. 500.000 - Rp.1.500.000	PS	Paddy field		9174	0	100%	> Rp. 50.000.000	Purchasing substituted land	3
68	Pekonina	ribut	M	61	Farm Owner	Rp. 500.000 - Rp.1.500.000	PS	Paddy field		6540	0	100%	> Rp. 50.000.000	Purchasing substituted land and scoll (tuition fee)	3
69	Pekonina	wanto	M	40	Farm Owner	Rp. 1.500.001 - Rp. 2.500.000	PS	Paddy field		17500	0	100%	> Rp. 200.000.000	School (tuition fee), purchasing substituted land, purchasing vehicle and for daily consumptions	3
70	Pekonina	asdi	M	54	Farm Owner	Rp. 1.500.001 - Rp. 2.500.000	PS	Paddy field		8800	0	100%	> Rp. 50.000.000	School (tuition fee), purchasing substituted land, purchasing vehicle and for daily consumptions	3
71	Pekonina	sarno	M	47	Farm Owner	Rp. 500.000 - Rp.1.500.000	PS	Paddy field		8694	8000	52%	> Rp. 50.000.000	School (tuition fee), purchasing substituted land, purchasing vehicle and for daily consumptions	3
72	Pekonina	sartuni nasrul	M	52	Others	Rp. 500.000 - Rp.1.500.000	WPA & intake	Dryland	coffee	25911	50000	34%	> Rp. 200.000.000	School (tuition fee) and daily consumptions	3 & 1
73	Pekonina	Turip	M	31	Farm Owner	Rp. 1.500.001 - Rp. 2.500.000	PS	Paddy field		10469	0	100%	> Rp. 200.000.000	School (tuition fee) and daily consumptions	3
74	Pekonina	Iswanto	M	40	Farm Owner	Rp. 1.500.001 - Rp. 2.500.001	PS	Paddy field		8673	0	100%	> IDR 100,000,000	School (tuition fee) and daily consumptions	3
75	Pekonina	Painah	F	50	Housewife	< Rp. 500.000	PS	Paddy field		6768	0	100%	> IDR 100,000,000	School (tuition fee) and daily consumptions	3

**Note for Other Benefits**  
1 =      Employed by Supreme  
2 =      Become Supreme's Supplier  
3 =      Received additional funding as CSR from Supreme  
4 =      Scholarship from Supreme  
5 =      Training from Supreme





## **APPENDIX 5**

**Sample of Land Ownership survey, offering sheet, statement letter, deed of relinquishment, land certificate**





## Land Acquisition Document

**SEML No.** : ML-PRD-LAD-0170

**Name** : Osriadi

**Area** : 22,130 m2

**Location** : WPA

### Contents

- |                             |                     |                                     |
|-----------------------------|---------------------|-------------------------------------|
| 1. Notarial Deed            | : No.36_27 May 2015 | <input checked="" type="checkbox"/> |
| 2. Pdf Drawing              | : PD-0170           | <input checked="" type="checkbox"/> |
| 3. Relinquishment Statement | : RS-0170           | <input checked="" type="checkbox"/> |
| 4. Ownership Survey         | : OS-0170,1- 2      | <input checked="" type="checkbox"/> |
| 5. Copy ID Cards            |                     | <input checked="" type="checkbox"/> |





**NOTARIS DAN PPAT**  
**HANIVA, SH, M.Kn**

SK. MENTERI HUKUM DAN HAK ASASI MANUSIA  
REPUBLIK INDONESIA NOMOR : AHU-0165.AH.02.01 TAHUN 2010  
TANGGAL 23 JANUARI 2010  
SK. KEPALA BADAN PERTANAHAN NASIONAL  
REPUBLIK INDONESIA NOMOR : 156 / KEP - 17.3 / VII / 2014  
TANGGAL 8 JULI 2014

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**SALINAN**

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**AKTA** : **PENGALIHAN HAK**  
.....  
.....  
.....  
.....  
**TANGGAL** : 27 Mei 2015  
.....  
**NOMOR** : 36  
.....

**KANTOR :**

Jorong Bariang Rao-Rao, Kenagarian Koto Baru  
Kec. Sungai Pagu, Kab. Solok Selatan  
Telp. (0755) 70965 HP. 0852 6374 8075  
email : haniva\_not@yahoo.com



**PELEPASAN HAK**

Halaman 4 dari 5



- Tawar Lari, No. 1, pada tanggal 27 (dua puluh tujuh) Mei 2019 (dibaca: limabelas);

- No. 1, 2019 (dibaca: dua puluh sembilan);

- Pada hari ini saya, **HAKIM, Sarjana Hukum, Magister Penatarian, Kepala di Solok Selatan, dengan (HAKIM) dan saksi-saksi yang saya pilih sendiri yang namanya akan disebutkan pada akhir kata ini;**

1. 1. **Tuan BERNABU, lahir di Solok pada tanggal 10** (sepuluh) November 1979 (sembilan puluh sembilan) tahun, telah menikah, status perkawinan: **Widua**, beragama **Kata Taha Penderita** (Kata Taha Penderita), No. 1 (13110001000000000000), Warga Negara Indonesia;

2. **Myeoya SULASTRI, lahir di Solok pada tanggal** 06 (enam) September 1979 (sembilan puluh sembilan) tahun, telah menikah, status perkawinan: **Widua**, beragama **Kata Taha Penderita** (Kata Taha Penderita), No. 1 (13110001000000000000), Warga Negara Indonesia;

- Keduanya akan diberi bertanda tangan di Solok Selatan, pada hari ini, tanggal 27 (dua puluh tujuh) Mei 2019 (dibaca: limabelas);

- Keduanya akan diberi bertanda tangan di Solok Selatan, pada hari ini, tanggal 27 (dua puluh tujuh) Mei 2019 (dibaca: limabelas);







di lahirkan pada tanggal 04 Juli, dari dan  
kandungnya disimpulkan bahwa menurut data Tuan ANGGOT  
JALINDA, lahir di Kuala Lumpur pada tanggal 01  
Juni 1961 (umur 54 tahun) adalah seorang pria berkebangsaan  
Malaysia, status pekerjaan Pegawai Negeri Sipil,  
bertempat tinggal di Pindai, Nagari Lambak Gadang,  
Kecamatan Bodi, Kabupaten Solok Selatan, provinsi  
Negeri Tanah Batak nomor : 131/010088/2000,  
Kings Bayan Indonesia.

- Untuk selanjutnya maka data ini akan dibuat  
sebagai berikut :

#### PIHAK PERTAMA

II. Tuan BUDANG JOAN, lahir di Perbang pada tanggal  
01 Januari 1968 (umur 56 tahun) adalah seorang pria berkebangsaan  
Malaysia, status pekerjaan swasta, bertempat  
tinggal di Jorong Kambatan, Nagari Kambatan,  
Kecamatan Kambatan, Kabupaten Tanah Jarat, provinsi  
Negeri Tanah Batak nomor : 131/030100880003,  
Kings Bayan Indonesia.

- Untuk sementara waktu di Solok Selatan,

- Menurut (keterangan) dalam hal ini bertepatan

terdapat satu orang (tanggal 10 Januari)  
Karet 2015 (umur 46 tahun) adalah seorang pria  
berkebangsaan Malaysia yang lahir pada tanggal 04  
Juni 1968 (umur 56 tahun) adalah seorang pria berkebangsaan  
Malaysia, status pekerjaan Pegawai Negeri Sipil, bertempat tinggal  
di Jorong Kambatan, Nagari Kambatan, Kecamatan Kambatan,  
Kabupaten Tanah Jarat, provinsi Negeri Tanah Batak nomor : 131/030100880003,  
Kings Bayan Indonesia.





berikutnya untuk dan akan nama Perseroan Terbatas

**PT. SUPREME ENERGY MUARA LABOH**, yang

berkedudukan di Kabupatannya Jakarta Selatan (00/00)

menjalannya dengan maksud; adalah suatu

perseroan yang didirikan dalam rangka Undang-

Undang Nomor 25 (tanggal 01 Mei 2007

(tanggal 01/05/07) sebagaimana yang telah diubah

dari perundangannya terdahulu di (tanggal 01 Juli 2009

(tanggal 01/07/09) nomor : 1, yang diubah oleh

dan disahkan dengan **IRWAN SANTOSO**, Sarjana Hukum,

Konsep di Jakarta, anggotanya dalam nama telah

menyampaikan anggotanya dari Menteri Hukum dan Hal

Keasri Hamada Republik Indonesia dengan Surat

Keputusan Menteri Hukum dan Hal Keasri Hamada

2008 (dan lain sebagainya), Nomor : AHU-

00100.AH.00101.2008, yang telah diumumkan

dalam Berita Negara Republik Indonesia

tanggal 01 (tanggal 01/01/08) nomor : 47,

Tambahan Berita Negara Republik Indonesia

Nomor : 5000/2000, anggotanya dalam nama telah

dibuat dengan : ~~.....~~

- Data Perusahaan 02 (tanggal 02) April 2007

(tanggal 02/04/07), Nomor : 107, dan Data

tanggal 24 (tanggal 24/04/07) April 2007

(tanggal 24/04/07), Nomor : 113, yang telah

dibuat dengan **SURTO YUSMANA**, Sarjana

Hukum, Notaris di Jakarta, yang anggotanya





perubahan data tersebut telah diterima dan dicatat dengan nomor 418998/2010 Administrasi Badan Hukum Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia berdasarkan suratnya tertanggal 10 (sepuluh bulan) Agustus 2010 (diambil kembali), Nomor : AHK-46100/10-2010 ;-----

- Atas surat tanggal 13 (tiga belas) Oktober 2010 (diambil kembali), nomor : 13, yang dibuat dihadapan **MUHAMMAD HAKATI**, Sarjana Hukum, Notaris di Jakarta Selatan, dan telah mendapat persetujuan dari Menteri Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Persetujuannya tertanggal 24 (dua puluh empat) Oktober 2010 (diambil kembali), Nomor : AHK-46875/AN-01/09/2010 ;-----

- Atas surat tanggal 26 (dua puluh enam) Februari 2011 (diambil kembali), Nomor 161, yang dibuat dihadapan **AULIA TAUFANI**, Sarjana Hukum, Notaris Pengganti dari **SUTIRNO**, Sarjana Hukum, pada waktu itu Notaris di Jakarta, dan telah mendapat persetujuan dari Menteri Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Persetujuannya tertanggal 11 (sebelas) Maret 2011 (diambil kembali), Nomor : AHK-12030/AN-01/03/2011 ;-----





- Akta tertanggal 12 (dua belas) Mei 2011 (dibaca sebelas), Nomor : 54, yang dibuat dihadapan **SUSITO TEDJAMULJA**, Sarjana Hukum, Notaris di Jakarta, yang laporan pembuatan akta tersebut telah diterima dan dicatat di Kantor Mahkamah Agung Republik Indonesia Kantor Wilayah Pengadilan Tinggi, dan Pengadilan Tinggi Republik Indonesia berdasarkan suratnya tertanggal 06 (enam) Mei 2011 (dibaca sebelas), Nomor : 410-2/2011/PT-12/27 ;-----

- Akta tertanggal 12 (dua belas) Agustus 2011 (dibaca sebelas), Nomor : 82, yang dibuat dihadapan **SUSITO TEDJAMULJA**, Sarjana Hukum, Notaris di Jakarta, yang telah mendapat persetujuan dari Menteri Hukum dan Hak Asasi Manusia Republik Indonesia dengan surat pencahajiannya tertanggal 29 (dua puluh sembilan) September 2011 (dibaca sebelas), Nomor : AHU-47349.AH.01.02 Tahun 2011 ;-----

- Akta tertanggal 22 (dua puluh dua) Oktober 2011 (dibaca sebelas), Nomor : 111, yang dibuat dihadapan **SUSITO TEDJAMULJA**, Sarjana Hukum, Notaris di Jakarta ;-----

- Akta tertanggal 27 (dua puluh tujuh) September 2011 (dibaca tigabelas), Nomor : 87, yang dibuat dihadapan **SUSITO TEDJAMULJA**, Sarjana Hukum, Notaris di Jakarta ;-----









lebih daripada dua rika seratus tiga puluh lima  
sembilanpuluh enam puluh persagi, dan bersedia  
menerima ganti rugi atas garapan tanaman dan lahan  
berupa segala sesuatu yang berlaku di bawah  
tindakan dari dan untuk kepentingan BIRUK KUDA.---

1- Bahwa BIRUK KUDA adalah perusahaan perseorangan yang  
melakukan kegiatan pengembangan Sumber Daya Perak  
Puri yang telah memperoleh izin berdasarkan  
Keputusan Menteri Dalam Negeri tentang Pembentukan  
Kedua Rika Kabupaten Agensi Golok Golok Nomor :  
340/32/2008/902-2010 tentang izin usaha  
pertambangan pasir besi di Wilayah Kerja  
Pertambangan Pasir Besi Liki Pincang Kecamatan  
Liki, Kabupaten LG (Kawasan) Januari 2015  
(Surat Izin) nomor : 340-32-2015.---

2- Hal tersebut adalah yang dimaksudkan dalam, para  
perusahaan tersebut telah izin atas BIRUK  
BIRUK sebagai perusahaan swasta dan bersedia  
menerima ganti rugi atas garapan tanaman dan lahan  
di atas tanah negara tersebut dari BIRUK KUDA, dan  
BIRUK KUDA yang bertanggung jawab ini bersedia  
menerima kerugian atas garapan tanaman dan lahan  
tersebut sebagai BIRUK BIRUK.---

3- Setelah hal dan kepentingan atas garapan tersebut  
dan lahan akan telah secara resmi di berikan  
dengan hak atas BIRUK KUDA memperoleh hak atas  
lahan tersebut/produksi sebagai hak atas tanah





tersebut kepada instansi yang berwenang. Selanjutnya  
saya memahami bahwa seperti tersebut diatas  
saya setuju dan setuju dengan syarat-  
syarat/ ketentuan-ketentuan sebagai berikut : -----

#### **Pasal 1**

Gajih gaji guru kelas disepakati oleh kedua belah  
pihak sebesar Rp. 128.134.337,- (tiga ratus delapan  
puluh juta seratus tiga puluh tiga ribu tiga  
puluh tiga rupiah) yang dibayarkan  
oleh Pihak Kedua kepada Pihak Pertama.

Jumlah uang muka akan dibayarkan dan disalurkan  
seluruhnya oleh PIHAK KEDUA kepada PIHAK PERTAMA  
sebelum masa ini dimana semua, dan untuk  
pemeriksaan yang selanjutnya terdapat di bawah tangan  
(ditandatangani) secara pribadi.-----

#### **Pasal 2**

Gajih guru ini diuraikan, PIHAK KEDUA adalah  
pihak yang berhak atas garapan lahan dan tanaman  
serta segala resiko yang melekat di atasnya dan  
PIHAK KEDUA berhak mengajukan hak-hak sebagai  
pihak dari lahan dan tanaman tersebut. -----

Selama PIHAK PERTAMA menerima penggantian kerugian  
dari PIHAK KEDUA sejumlah uang tersebut diatas, maka  
Pasal 5 (lima) dari ketentuan tidak penerbitan  
dan dari PIHAK KEDUA, PIHAK PERTAMA diwajibkan  
meningkatkan garapan lahan dan tanaman tersebut









Salah satu pihak lain yang menyatakan mempunyai hak terdapat dalam aset tanah mempunyai hak atas garapan tanaman dan lahan beserta segala sesuatu yang melekat di atasnya dan oleh karenanya PIHAK KEDUA dibebaskan oleh PIHAK PERTAMA dari segala tuntutan apapun juga dari pihak lain, dan apabila hal itu terjadi maka menjadi tanggung jawab PIHAK PERTAMA sepenuhnya.

4. Pelengkap hak atas garapan tanaman dan lahan beserta segala sesuatu yang melekat di atasnya berlaku dan berlaku kepada anak wakaf PIHAK PERTAMA.

#### Pasal 5

PIHAK KEDUA dapat memanfaatkan segala kesempatan dan potensi hak-hak dalam kepemilikannya sebagai pemilik aset garapan lahan dan tanaman yang diganti seluruhnya.

Salah satu pihak yang sudah dibebaskan kepada PIHAK PERTAMA yang terdapat di atas aset akan dituntut lagi oleh PIHAK KEDUA.

Salah satu garapan tanaman dan lahan beserta segala sesuatu yang melekat di atasnya, dilakukan sepenuhnya oleh PIHAK KEDUA.

#### Pasal 6

Hal-hal yang lain dan segala hal-hal lainnya yang diperlukan untuk mendapat semua hak yang sesuai dengan pengembangannya atas lahan dan tanaman beserta





yang akan berlaku yang berlaku di seluruh Indonesia  
dan berlaku sejak tanggal 1 Januari 2008.

#### Pasal 7

Salah satu tugas Badan Penyelenggara Pemilu adalah  
untuk melakukan kegiatan yang berkaitan dengan penyelenggaraan  
pemilihan umum, termasuk kegiatan yang berkaitan dengan  
dan letak di Kantor Panitia Penyelenggara Pemilu Kota  
Batu Kabupaten Batu.

#### Pasal 8

Pada Pasal 1 ayat 1 huruf a dan b Undang-Undang  
tentang Penyelenggaraan Pemilu, sebagaimana terdapat  
dalam Undang-Undang tersebut, yang dimaksudkan dengan  
nama, alamat dan lain-lain yang bersangkutan adalah  
tersebut dan selanjutnya Pada Pasal 1 ayat 1 huruf c  
yang dimaksudkan dengan nama dan lain-lain yang  
tersebut.

#### SEMIKIANLAH AKTA INI

Untuk keperluan hukum ini ditandatangani di Kota  
Batu, pada hari dan tanggal tersebut pada kepala  
Akta ini, dengan dihadiri oleh:

1. Nama RINI MAJUNITA, lahir di Lingsar Batu pada  
tanggal 01 (satu) Mei 1953 (satu setengah  
puluh tahun), bertempat tinggal di rumah  
No. 10, Jalan Raya Alan Pura, Kecamatan Batu  
Batu, Kabupaten Batu, penegang Kartu Tanda  
penduduk nomor + 321088105930031, Warga Negara  
Indonesia.







PD-0170

736,740 E  
9,821,446 N  
736,753 E  
9,821,426 N  
736,755 E  
9,821,431 N  
736,754 E  
9,821,410 N

736,715 E  
7,982,1319 N

11.OSRIADI  
4,500.993 M2  
ML-PRD-LAD-0170

736,738 E  
9,821,354 N  
736,746 E  
9,821,257 N  
736,737 E  
9,821,251 N

12.JEND  
7,275.096 M2  
ML-PRD-LAD-0171

736,759 E  
9,821,182 N

736,817 E  
9,821,236 N

736,824 E  
9,821,164 N

736,815 E

736,808 E  
9,820,530 N

736,825 E  
9,820,559 N

18.MARULIS  
3,586.055 m2  
ML-PRD-LAD-0176

736,813 E  
9,820,502 N

736,797 E  
9,820,481 N

736,793 E  
9,820,457 N

736,843 E  
9,820,466 N

19.KUDUN  
1,800.121 M2  
ML-PRD-LAD-0176

736,829 E  
9,820,449 N

736,872 E  
9,820,433 N

736,788 E  
9,820,432 N

736,822 E  
9,820,423 N

736,780 E  
9,820,392 N

736,842 E  
9,820,398 N

20.OSRIADI  
17,629.103 m2  
ML-PRD-LAD-0170

736,852 E  
9,820,377 N

736,764 E  
9,820,317 N

736,764 E  
9,820,252 N

736,774 E  
9,820,243 N

736,824 E  
9,820,248 N

736,845 E  
9,820,250 N

21.EDI  
7,291.327 m2  
ML-PRD-LAD-0176

736,918 E  
9,820,288 N

736,920 E  
9,820,288 N



**SURAT PERNYATAAN**  
**PELEPASAN HAK ATAS GARAPAN TANAMAN DAN/ATAU BANGUNAN**

Kami yang bertanda tangan di bawah ini,

- I. Nama : Qasrindi  
Tempat/Tanggal Lahir : Ampel, 05-11-1978  
Pekerjaan : Wiraswasta
- II. Nama : S. Jasmi  
Tempat/Tanggal Lahir : Padang, 14-09-1979  
Pekerjaan : Mengajar di Rumsos Lingsar

Keduanya adalah Suami Istri berdomisil tinggal di Jorong Ampel Nagari Alam Pauh Dusun Kecamatan Pauh Dusun Kabupaten Solok Selatan.

Menyatakan dengan sebenarnya dan sesungguhnya bahwa :

- Kami yang namanya tersebut di atas adalah pemilik atau penguasa hak yang sah atas garapan tanaman dan/atau bangunan dan/atau benda benda lain di atas Tanah Negara dengan identifikasi yang sudah sebagaimana disebutkan dalam berita acara identifikasi dan ketemuannya di bawah ini:

11. A-WPA.01 (Dokumen Terlampir)

12. A-WPA.10 (Dokumen Terlampir)

Kami bersedia melepaskan hak atas serta menyerahkan garapan tanaman dan/atau bangunan dan/atau benda-benda lain di atas tanah tersebut di atas, yang termasuk dalam wilayah lahan yang diperlukan untuk dibebaskan oleh PT. SUPREME ENERGY MUKRA LABOH, yaitu suatu perusahaan yang menjalankan usaha pengembangan sumber daya panas bumi di Wilayah Kerja Pertambangan (WKP) Panas Bumi Loh Pinangawan Muralahik berdasarkan Izin Usaha Pertambangan Panas Bumi dari Bupati Solok Selatan No. 346/02/2014/WKP-Bup-2014 tanggal 26 April 2014 ("Persetujuan"), selaras dengan kegiatan pengembangan sumber daya panas bumi, termasuk di antaranya kegiatan pra-eksplorasi, eksplorasi, studi kelayakan, eksplorasi serta penambang dan pengembangannya Pertambangan Listrik Tenaga Panas Bumi (PLTP) berupa garapan tanaman dan/atau bangunan dan/atau benda benda lain (sebagaimana tertera dalam berita acara identifikasi) yang terletak di:



Jenis	- Pohon Awan
Kemudahan	: Pohon Daun Merah
Kecamatan	: Pohon Duri
Kelengkapan	: Sifatnya beracun
Status Tanah	: Tanah Negara
Luas Tanah	: 22.220.000 M <sup>2</sup>
Dipergunakan Untuk	: Lokasi Pembangunan PLTP.

- Gerakan tuntutan dan aksi harpun di atas benda-benda lain tersebut di atas bebas dan sekehendak akan hukum yang dapat mengakibatkan timbulnya perkara di kemudian hari terhadap Perusahaan;
  - Kami pun menjamin akan memelihara Perusahaan dan seluruh aset maupun apa saja di kawasan hari tersebut termasuk atas tanah dan gedung tanaman dan lain bangunan dan lain benda-benda lain yang berada di atas tanah yang kami grup.
- Ditak melepaskan hak atas serta menyerahkan gerakan tuntutan dan lain bangunan dan lain benda-benda lain tersebut, kami bersedia membayar kompensasi berupa uang sebesar Rp 329.134.837 ( **Tiga Ratus Dua Puluh Sembilan Juta Seratus Tiga Puluh Empat Ribu Delapan Ratus Tiga Puluh Tujuh Rupiah**) dari Perusahaan; dan
- Kompensasi tersebut di atas akan dibayar oleh Perusahaan kepada kami secara langsung dan tanpa perantara setelah surat ini ditandatangani dan proses landa terapan dihadapan notaris setempat.

Berdasarkan hal tersebut di atas kami menyatakan dan berjanji sebagai berikut :

- Bahwa terhitung sejak kami menandatangani surat Pernyataan Pelepasan Hak atas Gerakan Tuntutan dan lain bangunan dan lain benda-benda lain tersebut ("Surat Pernyataan") dan kami telah menerima penggantian atas pelepasan hak kami di atas, maka kami tidak akan menuntut, hak dan tidak memiliki lagi hak kepemilikan atau kepentingan dan kewenangan apapun lagi atas gedung tanaman, bangunan, dan lain benda-benda lain tersebut, maupun atas segala sesuatu yang melekat pada gerakan tuntutan atau terapan di atas tanah dan lain bangunan tersebut, dan semua tuntutan, atau hal-hal lain yang mungkin timbul di kemudian hari yang berkaitan dengan surat Pernyataan ini adalah menjadi tanggung jawab kami sepenuhnya.
- Bahwa terhitung 5 (lima) hari kalender sejak kami menerima penggantian atas pelepasan hak kami di atas, kami akan secara serta merta menyerahkan gerakan tuntutan dan lain bangunan dan lain benda-benda lain tersebut diatas,



- Penitensi/kegiatan tanaman dan/atau bangunan di kawasan berdaerah lainnya yang melekat maupun ulah di atasnya kami serahkan sepenuhnya kepada pihak Pemerintahan.
- Surat Pernyataan ini juga akan berlaku untuk para ahli waris kami, apabila ada, di kemudian hari.
- Mengenal Surat Pernyataan ini dan segala akibatnya kami meneliti dan/atau pada Pengadilan Negeri Kota Baru Kabupaten Solok.
- Demikianlah Surat Pernyataan ini kami buat dengan sebenarnya dengan kesadaran penuh serta dalam keadaan pikiran yang wajar dan tanpa paksaan dari siapapun juga untuk dapat dijadikan sebagai bahan pertimbangan di kemudian hari.

Solok Selatan, 20 Mei 2019

Kami Yang Menyatakan

  
( Salsabih )


  
( Darsiti )

Diketahui Oleh:

  
KEPALA JORONG PIDANG AWAN  
(TAU H DARYONO)

Regno : 25/100/PE/16 - 2019  
Diketahui Oleh:

KETUA KAN PATEMBUO

  
N. 27 HANNO LABIN

Regno : 100/100/PE/16 - 2019  
Diketahui Oleh:

WALINAGARI  
TAU H DARYONO

  
LU KET



Catatan: Apabila saudara mengetahui besaran komposisi diatas, harap mengkonfirmasi minimal 10 hari sebelum diundi-minggu ke berapa. Saudara Bapak Bujang Jean (0812-7797-6322).



PROVINSI SUMATERA BARAT  
KABUPATEN SOLOK SELATAN

NIC = 131301001790001

Nama:	DAKLA	 DAKLA 131301001790001
Tempat lahir:	DAKLA	
Tanggal lahir:	131301001790001	
Jenis kelamin:	DAKLA	
Agama:	DAKLA	
Pendidikan:	DAKLA	
Pekerjaan:	DAKLA	
Alamat:	DAKLA	
Telepon:	DAKLA	
Email:	DAKLA	

PROVINSI SUMATERA BARAT  
KABUPATEN SOLOK SELATAN

NIC = 131301001790002

Nama:	DAKLA	 DAKLA 131301001790002
Tempat lahir:	DAKLA	
Tanggal lahir:	131301001790002	
Jenis kelamin:	DAKLA	
Agama:	DAKLA	
Pendidikan:	DAKLA	
Pekerjaan:	DAKLA	
Alamat:	DAKLA	
Telepon:	DAKLA	
Email:	DAKLA	

PROVINSI SUMATERA BARAT  
KABUPATEN SOLOK SELATAN

NIC = 131301001790003

Nama:	DAKLA	 DAKLA 131301001790003
Tempat lahir:	DAKLA	
Tanggal lahir:	131301001790003	
Jenis kelamin:	DAKLA	
Agama:	DAKLA	
Pendidikan:	DAKLA	
Pekerjaan:	DAKLA	
Alamat:	DAKLA	
Telepon:	DAKLA	
Email:	DAKLA	

Signature: [Handwritten Signature]



		Identifier Number. :11- Pad E <div style="border: 2px solid red; padding: 5px; display: inline-block; color: red; font-weight: bold;">OS-0170,1-2</div>
<b><u>FIELD LAND OWNERSHIP SURVEY QUESTIONNAIRE</u></b> <b>FORMULIR KUESIONER KEPEMILIKAN TANAH</b>		
Project / Proyek : LAND ACQUISITION BOUNDARY SURVEY		Location / Lokasi : Pad E Survey Date / Tanggal Survei : 29-03-2015

Propinsi / Province	: Sumatera Barat	Land Ownership Legal Type / Jenis Hukum Kepemilikan Tanah	: Ex-HGU
Kabupaten / Regency	: Solok Selatan	Document of legal / Certificate No. Dokumen Hukum / No. Sertifikat	: -
Kecamatan / District	: Pauh Duo	Legal Land Owner / Kepemilikan Secara Hukum	: -
Desa / Sub-district	: Alam Pauh Duo	Area m <sup>2</sup> (as written in certificate) / Area dalam m <sup>2</sup> (sesuai dengan yang tertulis dalam sertifikat)	: -

**A. General Land Condition /Data Tanah Secara Umum**

No. of boundary corners / Jumlah Batas atau sudut	Type of boundary corners / tipe batas sudut-sudut	General Description of Land Deskripsi Tanah secara umum
9 Sudut	Pohon Mahoni	Kebun

**B. Land Use / Penggunaan Lahan**

Occupant / Dihuni: Yes / ~~No~~ (Ya / ~~Tidak~~) , if Yes (jika Ya), :

No.	Name of Family Head Nama Kepala Keluarga	Occupant Status (Owner / Hire / Illegal) Status Penghuni (Pemilik/Penyewa/Tidak Resmi)	No. of Persons in House Jumlah penghuni dalam Rumah	Type of House / Tipe Rumah	Staying Duration / Lamanya menghuni	Contact No. / Kontak No.

Cultivated / Dibudidayakan : Yes / ~~No~~ (Ya / ~~Tidak~~) , if Yes (jika Ya),



		Identifier Number. :11- Pad E
<b><u>FIELD LAND OWNERSHIP SURVEY QUESTIONNAIRE</u></b> <b><u>FORMULIR KUESIONER KEPEMILIKAN TANAH</u></b>		
Project / Proyek : LAND ACQUISITION BOUNDARY SURVEY		Location / Lokasi : Pad E Survey Date / Tanggal Survei : 29-03-2015

No.	Name of Farmer / Nama Petani	Farmer Status (Owner / Hire / Illegal) Status Petani (Pemilik/Penyewa/Tidak Resmi)	Plantation type / Tipe Perkebunan	Age Plantation / Usia (lamanya) perkebunan	Farming Duration Lamanya Perkebunan	Contact No./ Kontak No.
1	Osriadi	Penggarap	281 Karet	4 Tahun	7 Tahun	
			312 Pisang	3 Bulan		
			36 Mahoni	2 Tahun		

Describe other land use status (if any) / *Jelaskan Penggunaan Lahan Lainnya (jika ada)* : .

**A.** .....

.....

.....

.....

**B. Other Remarks :**

- Equipment Used / *Peralatan yang digunakan*: Total Station / ~~Geodetic GPS~~ (RTK / Static Survey)
- Reference Control Point Used / *Titik Acuan*: BM.WPE.1 dan BM WPE.1A
- Coordinate System / *Sistim Koordinat*:
  - WGS 1984
  - Projection / *Proyeksi* : 47 South
  - Measurement Unit / *Unit Pengukuran* : Meter
- Raw Measurement Data Attached / *Lampiran Data Pengukuran Awal*





supreme energy

REG-000

Identification Number: 11

Access: NAB 14

## FIELD LAND OWNERSHIP SURVEY QUESTIONNAIRE FORMULIR KUESIONER KEPEMILIKAN TANAH

Project / Lokasi:

TAJUK A. LUSCH GEOTECHNICAL PULAU PERAK




Location / Lokasi:

980 E

Survey Date:

Tanggal Survei:

29.03.2015

Signature Tandatangan	Surveyed By / di interview oleh	Local Government / Pegawai Kerajaan	Witness By / Saksi
	Land Owner / Pemilik Tanah		
			
Name / Nama	ABD. RAHMAN	UJA BARYOND	DELINBI
Date / Tarikh	29.03.2015	29/03 2015	29.03.2015

Notes:

Attachment / Lampiran

a. Plans / Peta

- i. Map / Peta / Peta Pelan
- ii. Location Plan / Peta Lokasi
- iii. The Site / Peta Lokasi

b. Photographs

 29/3/15  
M. R. 20





Identifier Number. :11- Pad E

**FIELD LAND OWNERSHIP SURVEY QUESTIONNAIRE**  
**FORMULIR KUESIONER KEPEMILIKAN TANAH**

Project / Proyek :

LAND ACQUISITION BOUNDARY SURVEY

Location / Lokasi : Pad E

Survey Date /

Tanggal Survei : 29-03-2015



Batas Osriadi dengan Jend



Batas Osriadi dengan Jend



		Identifier Number. :11- Pad E
<p align="center"><b><u>FIELD LAND OWNERSHIP SURVEY QUESTIONNAIRE</u></b>  <b>FORMULIR KUESIONER KEPEMILIKAN TANAH</b></p>		
Project / Proyek :  LAND ACQUISITION BOUNDARY SURVEY		Location / Lokasi : Pad E Survey Date / Tanggal Survei : 29-03-2015



Tanah Osriadi



Pohon Karet Usia 4 Tahun



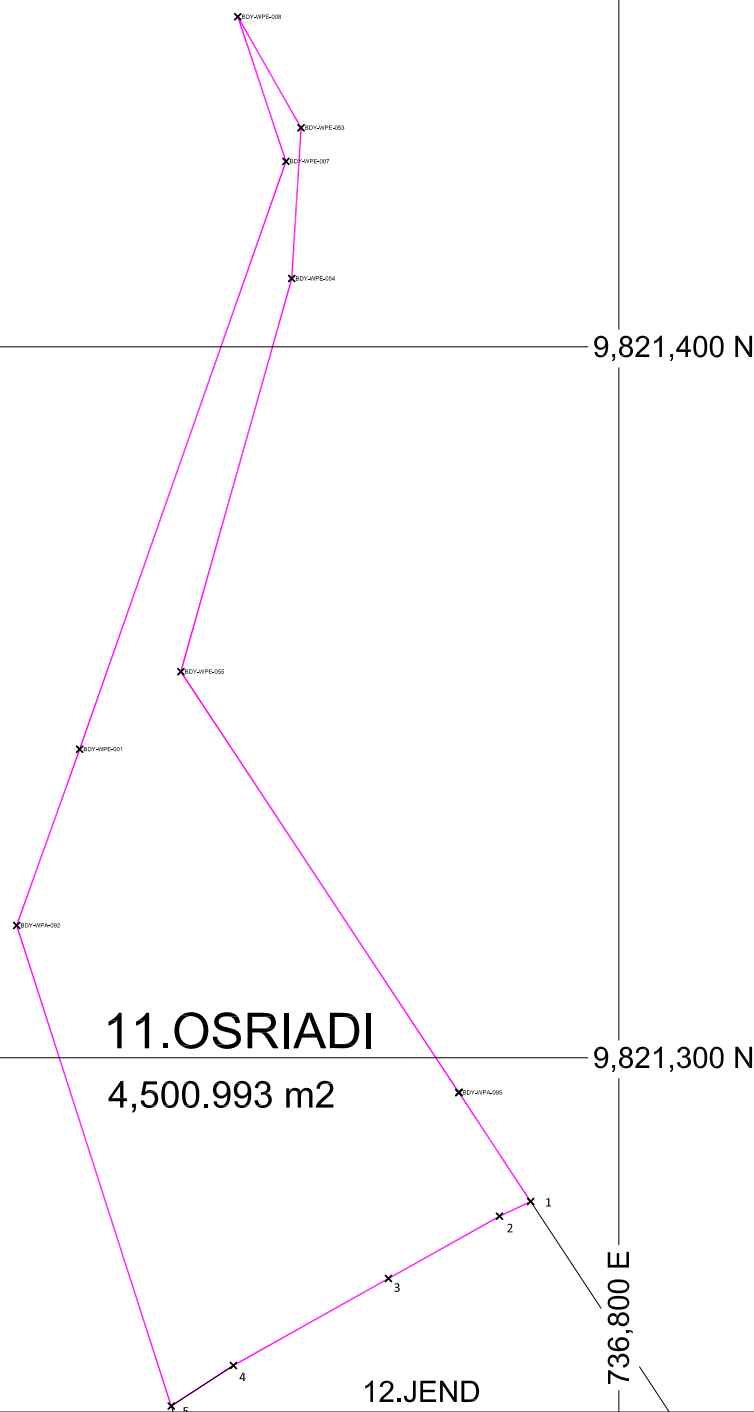
 		Identifier Number. :11- Pad E
<p style="text-align: center;"><b><u>FIELD LAND OWNERSHIP SURVEY QUESTIONNAIRE</u></b>  <b>FORMULIR KUESIONER KEPEMILIKAN TANAH</b></p>		
Project / Proyek :  LAND ACQUISITION BOUNDARY SURVEY	Location / Lokasi : Pad E Survey Date / Tanggal Survei : 29-03-2015	



Pohon Pisang Usia 3 Bulan



No.	Coordinate of Corner Boundary		Land Owner	Area (m2)
	Easting	Northing		
BDY-WPE-001	736724.171	9821343.396	OSRIADI	4,500.993 m2
BDY-WPE-007	736753.177	9821426.074		
BDY-WPE-008	736746.417	9821446.407		
BDY-WPE-053	736755.298	9821430.800		
BDY-WPE-054	736753.997	9821409.598		
BDY-WPE-055	736738.402	9821354.290		
BDY-WPA-095	736777.504	9821295.097		
1	736787.610	9821279.768		
2	736783.210	9821277.689		
3	736767.600	9821268.934		
4	736745.783	9821256.697		
5	736737.053	9821251.005		
BDY-WPA-092	736715.324	9821318.603		



LEGEND :

Land To Be Acquired

Other's Land

Notes:

Universal Transverse Mercator Projection Zone 47 South  
 CM = 99° 00' 00" deg east  
 Datum : WGS 84  
 Units : Meters

No.	Date	Drawn by	By	Checked

Client : PT. SUPREME ENERGY

Project : LAND ACQUISITION BOUNDARY SURVEY  
 MUARA LABOH GEOTHERMAL POWER PROJECT  
 SUMATERA - INDONESIA



Title : LAND ACQUISITION BOUNDARY SURVEY  
 PLOT PLAN

geoindo  
 Geomatics Engineering & Construction  
 Surveying, Mapping, Photogrammetry, GIS, CAD, GPS, Remote Sensing, Drone, UAV, LiDAR, BIM, etc.  
 Address: Jl. Raya Pematang Siantar - Medan, Sumatera Utara 55155  
 Phone: +62 61 7011111, 7011112  
 Email: info@geoindo.com, sales@geoindo.com

Drawn by	W S	Approved by	B B
Checked by	A D	Date	10/04/2015
Drawing No. :	SPE/016/02/011CA	File Name :	01602011CADWG
Scale :	1 : 1,000	Original Size :	A4
		Revision No. :	A

## APPENDIX 4 - FIELD LAND OWNERSHIP AND QUESTIONNAIRE FORM



		Identifier Number. :20- Pad A <div style="border: 2px solid red; padding: 5px; display: inline-block;"><b>OS-0170,2-2</b></div>
<b><u>FIELD LAND OWNERSHIP SURVEY QUESTIONNAIRE</u></b> <b>FORMULIR KUESIONER KEPEMILIKAN TANAH</b>		
Project / Proyek : LAND ACQUISITION BOUNDARY SURVEY		Location / Lokasi : Pad A Survey Date / Tanggal Survei : 29-03-2015

Propinsi / Province	: Sumatera Barat	Land Ownership Legal Type / Jenis Hukum Kepemilikan Tanah	: Ex-HGU
Kabupaten / Regency	: Solok Selatan	Document of legal / Certificate No. Dokumen Hukum / No. Sertifikat	: -
Kecamatan / District	: Pauh Duo	Legal Land Owner / Kepemilikan Secara Hukum	: -
Desa / Sub-district	: Alam Pauh Duo	Area m <sup>2</sup> (as written in certificate) / Area dalam m <sup>2</sup> (sesuai dengan yang tertulis dalam sertifikat)	: -

**A. General Land Condition /Data Tanah Secara Umum**

No. of boundary corners / Jumlah Batas atau sudut	Type of boundary corners / tipe batas sudut-sudut	General Description of Land Deskripsi Tanah secara umum
12 Sudut	Semak Ladang	Semak Belukar

**B. Land Use / Penggunaan Lahan**

Occupant / Dihuni: Yes / ~~No~~ (Ya / ~~Tidak~~), if Yes (jika Ya), :

No.	Name of Family Head Nama Kepala Keluarga	Occupant Status (Owner / Hire / Illegal) Status Penghuni (Pemilik/Penyewa/Tidak Resmi)	No. of Persons in House Jumlah penghuni dalam Rumah	Type of House / Tipe Rumah	Staying Duration / Lamanya menghuni	Contact No. / Kontak No.

Cultivated / Dibudidayakan : Yes / ~~No~~ (Ya / ~~Tidak~~), if Yes (jika Ya),



		Identifier Number. :20- Pad A
<b><u>FIELD LAND OWNERSHIP SURVEY QUESTIONNAIRE</u></b> <b><u>FORMULIR KUESIONER KEPEMILIKAN TANAH</u></b>		
Project / Proyek : LAND ACQUISITION BOUNDARY SURVEY		Location / Lokasi : Pad A Survey Date / Tanggal Survei : 29-03-2015

No.	Name of Farmer / Nama Petani	Farmer Status (Owner / Hire / Illegal) Status Petani (Pemilik/Penyewa/Tidak Resmi)	Plantation type / Tipe Perkebunan	Age Plantation / Usia (lamanya) perkebunan	Farming Duration Lamanya Perkebunan	Contact No./ Kontak No.
1	Osriadi	Penggarap	Semak		3 Tahun	
			2000 Kopi		Baru tanam	

Describe other land use status (if any) / *Jelaskan Penggunaan Lahan Lainnya (jika ada)* :

**A.** .....

.....

.....

.....

**B. Other Remarks :**

- Equipment Used / *Peralatan yang digunakan*: Total Station / ~~Geodetic GPS (RTK / Static Survey)~~
- Reference Control Point Used / *Titik Acuan*: Trv.738 Trv.739 Trv.548 dan Trv.549
- Coordinate System / *Sistim Koordinat*:
  - WGS 1984
  - Projection / *Proyeksi* : 47 South
  - Measurement Unit / *Unit Pengukuran* : Meter
- Raw Measurement Data Attached / *Lampiran Data Pengukuran Awal*





Geomatics

Formulir Nomor 20

Revisi: 11/9 108

**FIELD LAND OWNERSHIP SURVEY QUESTIONNAIRE**  
**FORMULIR KUESIONER KEPEMILIKAN TANAH**

Project / Proyek

Wapen UMSA GEMATAMPA Route Project

Location / Lokasi

100-R

Survey Date /

Tanggal Survei

29.03.2015

Signature / Tanda Tangan	Surveyed By / di Survei oleh	Local Government / Pemerintah Kabupaten	Witness By / Laksamana / Pemerintah Kabupaten
			
Wapen UMSA	100-R	Eka Daryono	100-R
Date / Tanggal	29.03.2015	29/03 2015	29.03-2015

Notes:

Attached / Lampiran

(C) Photo / Foto

- (i) Map / Peta
- (ii) Location Map / Peta Lokasi
- (iii) Photo / Foto

(D) Photographs

 29/3/15





Identifier Number. :20- Pad A

**FIELD LAND OWNERSHIP SURVEY QUESTIONNAIRE**  
**FORMULIR KUESIONER KEPEMILIKAN TANAH**

Project / Proyek :

LAND ACQUISITION BOUNDARY SURVEY

Location / Lokasi : Pad A

Survey Date /

Tanggal Survei : 29-03-2015



Batas Osriadi dengan Burahman



Batas Osriadi dengan Burahman dan Edi





Identifier Number. :20- Pad A

**FIELD LAND OWNERSHIP SURVEY QUESTIONNAIRE**  
**FORMULIR KUESIONER KEPEMILIKAN TANAH**

Project / Proyek :

LAND ACQUISITION BOUNDARY SURVEY

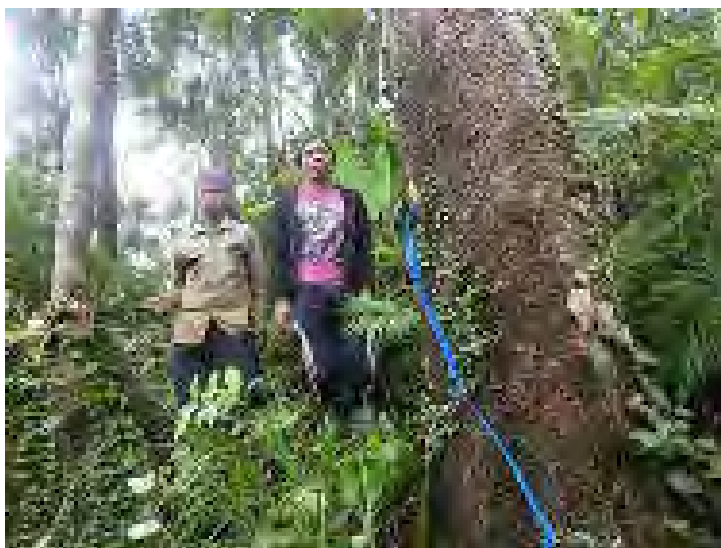
Location / Lokasi : Pad A

Survey Date /

Tanggal Survei : 29-03-2015



Tanah Osriadi



Batas Kudun dengan Edi dan Osriadi



		Identifier Number. :20- Pad A
<b><u>FIELD LAND OWNERSHIP SURVEY QUESTIONNAIRE</u></b> <b>FORMULIR KUESIONER KEPEMILIKAN TANAH</b>		
Project / Proyek :  LAND ACQUISITION BOUNDARY SURVEY		Location / Lokasi : Pad A Survey Date / Tanggal Survei : 29-03-2015

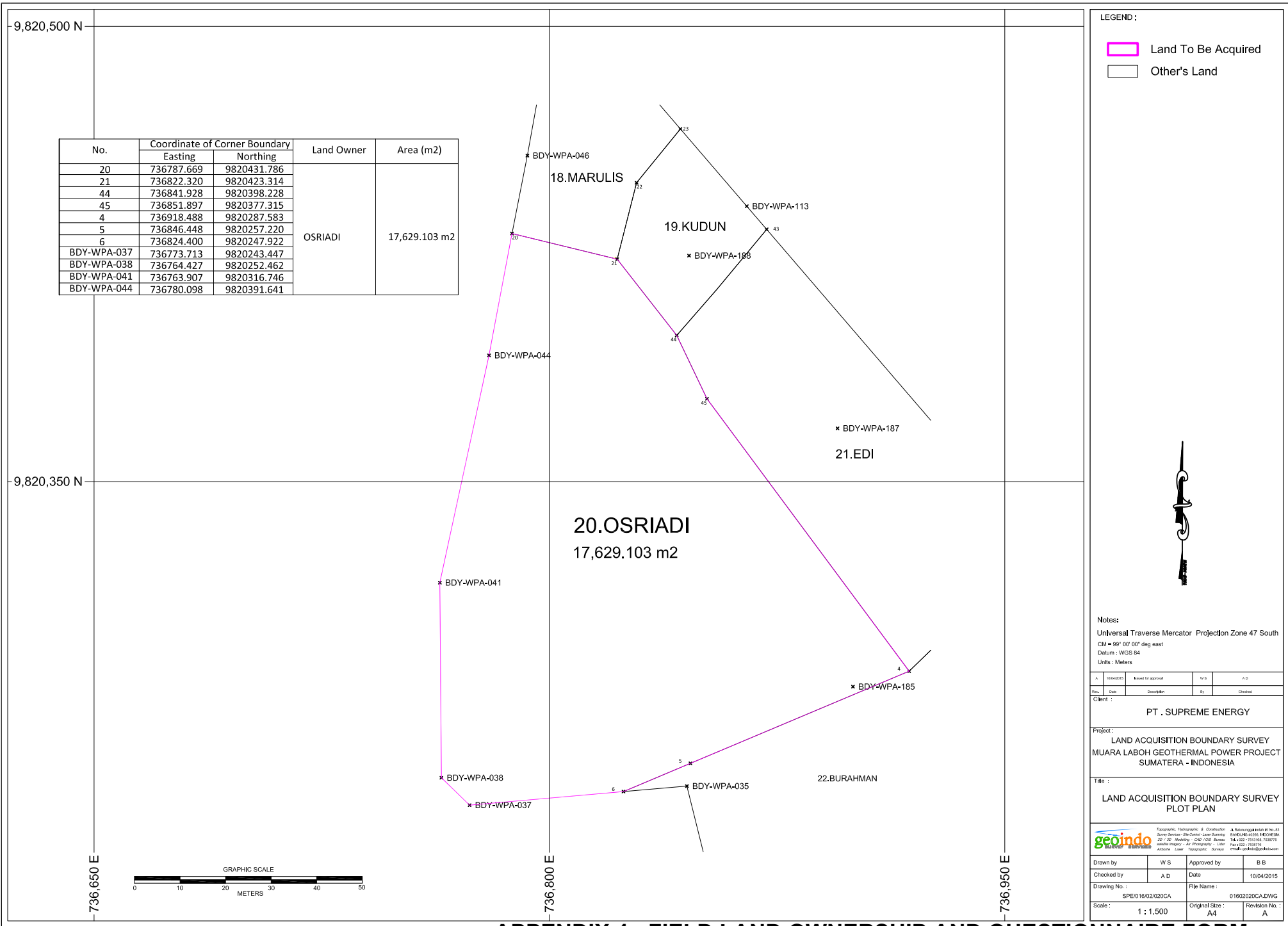


Batas Marulis dengan Osriadi



Batas Edi dengan Osriadi





## APPENDIX 4 - FIELD LAND OWNERSHIP AND QUESTIONNAIRE FORM



**BADAN PERTANAHAN NASIONAL  
REPUBLIK INDONESIA**



**SERTIPIKAT  
(TANDA BUKTI HAK)**

**KANTOR PERTANAHAN  
KABUPATEN/KOTA**

**SOLOK SELATAN**

0	3	°	1	8	°	0	3	°	0	2	°	3	°	0	0	0	1	3
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---



**BADAN PERTANAHAN NASIONAL  
REPUBLIK INDONESIA**

BPN RI

**SERTIPIKAT**

HAK : GUNA BANGUNAN No. 13

PROVINSI	SUMATERA BARAT
KABUPATEN / KOTA	SOLOK SELATAN
KECAMATAN NAGARI	PAUH DUO
DESA / KELURAHAN	PAUH DUO NAN BATICO

KANTOR PERTANAHAN  
KABUPATEN / KOTA  
SOLOK SELATAN

DAFTAR ISIAN 307  
No. 3046 / 2016  
DAFTAR ISIAN 208  
No. 1546 / 2016

03.19.03.02.3.00013



# PENDAFTARAN - PERTAMA

Heaman :

<p>a) HAK : Guna Bangunan          No. : 13          Negeri          Desa / Kd. : Pagar Dua dan Baligo          Tgl. peralihan hak : 15 September 2016</p>	<p>b) NAMA PEMERIKAH HAK          PT. SUPREME ENERGY MUARA LABOH</p>
<p>b) NIB : 03.19.03.02.00123          Lembar Tanah          Pagar Dua</p>	<p>Tanggal lahir / akta pendirian          04-07-2008</p>
<p>c) ASAL HAK</p> <p>1. <del>Kontribusi</del></p> <p>2. <del>Pemberian hak</del>          Tanah dengan batas hak Guna Usaha          No. 1000</p> <p>3. <del>Pemecahan / Pemecahan</del>          Penggabungan-batas</p>	<p>d) PEMBUKUAN          Padang Aia, 15 September 2016          Kepala Kantor Pertanahan          Kabupaten / Kota          Solok Selatan</p>
<p>e) DASAR PENDAFTARAN</p> <p>1. Daftar Isian MZ          Tgl.          No.</p> <p>2. Surat Keputusan <small>KEMENTERIAN SOLOK SELATAN</small>          Tgl. 24 Agustus 2016          No. 13433/BPN/13/2016</p> <p>3. Pemecahan Pemecahan /          Pemecahan / Penggabungan-batas          Tgl.          No.</p>	<p>f) YUNISAF ZAHRI NUZAHAR          NIP. 19820628 199203 1 003</p>
<p>g) SURAT BUKTI          Tgl. 07 Maret 2016          No. 00004/PDNB/2016          Luas 14.644 M<sup>2</sup></p>	<p>h) PENERBITAN SERTIFIKAT          Padang Aia, 15 September 2016          Kepala Kantor Pertanahan          Kabupaten / Kota          Solok Selatan</p> <div style="text-align: center;">  </div> <p>i) YUNISAF ZAHRI NUZAHAR          NIP. 19820628 199203 1 003</p>
<p>j) PENUNJUK          Daftar Isian 301 No. 2804/2016</p>	







03 • 19 • 03 • 02 • 3 • 00013

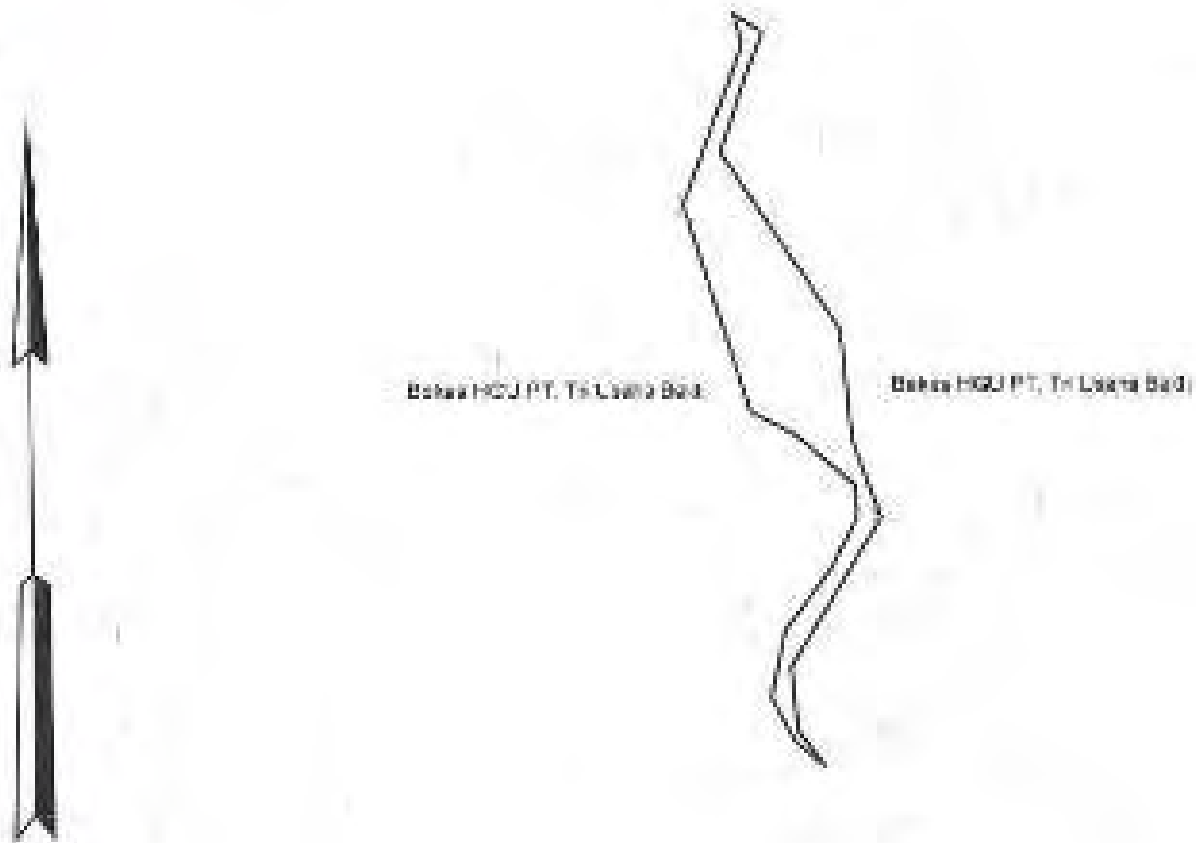
NIB :  
03.19.02.04.000128**SURAT UKUR**Nomor :  
00084/PDNB /2016**SEBIDANG TANAH TERLETAK DALAM**

Provinsi :  
Kabupaten/Kota : Sumatera Barat  
Kecamatan : Solok Selatan  
Desa/Kelurahan : Pauh Duo  
Negeri : Pauh Duo Nan Bologo  
Peta : Nama Peta Pendaftaran :  
Lembar : Dasar Pendaftaran :  
Ketak

Kondisi Tanah :  
Sebidang tanah PertanianTanda-tanda batas :  
Besi-besi tipe IV berdiri pada batas semuanya memenuhi sebagaimana yang  
ditentukan dalam Peraturan Menteri Negara Agraria / Kepala Badan Pertanahan  
Nasional No. 3 Tahun 1997 Pasal 22 Ayat (1) huruf a.Luas :  
14.844 M<sup>2</sup> (Empat Belas Ribu Enam Ratus Empat Puluh Empat Meter Persagi)Penunjukan dan penetapan batas :  
Ditunjukkan Oleh **BUJANG JOAN**



SKALA 1 : 5000



PENJELASAN : ..... batas tanah ini



Tanah ini berasal dari Tanah Negara

31 Maret 2015

49 / 2016

07. Marsi 2016

1993-2010

2015

Padana Agg. Tol 07 April 2018

Kepala Seksi Survei, Pengukuran dan Pemetaan

## Kamla Perlumahan

## Konsequenzen & Kritik

**Selok-Selatan**

Kepada: Ketua Mahkamah  
Kendaraan / Kota  
Sidoarjo

*[Signature]*

**B. YUNISAE ZAHRI NUZAHAR**  
NIP. 19620621-198203 1 003

NIPARDINAL YULTI. S. SIT

15720924 198403 1 002

Permisalasan

## Background

Sameer Malik

[illegible]

Names: book:



**Ketentuan P.P. 24 Tahun 1997  
yang perlu diperhatikan**

100

23. Persepsi dan kondisi sosial, budaya, dan kesehatan masyarakat yang mempengaruhi perilaku kesehatan yang dapat digambarkan

Figure 1

- [illegible]



- (2) Pemegang hak yang berimplikasi wajib melaksanakan persyaratan sebagai calon pembeli perusahaan (misalnya calon Pemegang Saham).

21. Menurut Anda, mengapa penting bagi pemerintah untuk melakukan regulasi yang ketat terhadap industri pariwisata? Apakah ada risiko jika pemerintah tidak melakukan regulasi yang ketat terhadap industri pariwisata? Jelaskan!

**Abstract**

- (1) Untuk pencapaian prestasi hasil kerja pemerintah masing-masing telah melakukan: a. dalam bentuk dan isi, b. cara dan waktu, c. jumlah sebagai yang telah dan rencana, demikian selengkap-lengkapnya dan sudah dan akan, d. yang dilaksanakan, e. yang dilaksanakan oleh, f. yang dilaksanakan oleh, g. yang dilaksanakan oleh, h. yang dilaksanakan oleh, i. yang dilaksanakan oleh, j. yang dilaksanakan oleh, k. yang dilaksanakan oleh, l. yang dilaksanakan oleh, m. yang dilaksanakan oleh, n. yang dilaksanakan oleh, o. yang dilaksanakan oleh, p. yang dilaksanakan oleh, q. yang dilaksanakan oleh, r. yang dilaksanakan oleh, s. yang dilaksanakan oleh, t. yang dilaksanakan oleh, u. yang dilaksanakan oleh, v. yang dilaksanakan oleh, w. yang dilaksanakan oleh, x. yang dilaksanakan oleh, y. yang dilaksanakan oleh, z. yang dilaksanakan oleh.





## **APPENDIX 6**

### **Public consultation on ESIA summary findings and list of participants**



## Supreme Energy Muara Laboh Public Consultation

PT Supreme Energy Muara Laboh (PT SEML) has just conducted the Public Consultation for Muara Laboh Geothermal Power Plant Development on **Thursday, 28 September 2016** in Umi Kalsum Hotel at Muara Laboh City. During this **public meeting** that attended by almost **275 person** from the surrounding villages around Muara Laboh Project including the authorities from Regency, Police Sector, Military Sector, Forestry Office, Environmental Office, Kerinci Seblat National Park. There are 3 (two) representatives from NGO: Achmed Sumengkar from World Wildlife Fund (WWF) based in Jakarta, Yesi Maryam from Institute for Essential Service Reform (IESR) based in Jakarta and Huttayuni from KKI – Warsi based in Muara Laboh. And also not to mention there were around 13 journalists from National and Local Mass Media who attended this meeting.

Focus Item that SEML Team disclosed was :

- Project Description including its contribution to local communities and environment.
- Land Acquisition Plan for PLN Tower Footprint
- Recruitment for Drilling and Construction Project
- Opportunities for Local Supplier
- Grievance Mechanism Procedure
- ESIA Result

During the discussion some concerns raised from the villagers, youth representatives and village heads as described below :

- The participants require that the recruitment process of the local manpower shall be fair and transparent.
- Villagers request to SEML to support the training to local communities to meet the SEML employment requirement.
- The participants request community committee shall be more active on delivering the recruitment information and its process.
- During mobilization of the material and equipment, PT SEML shall coordinate with local communities.
- SEML CSR Program shall be more wider to reach all the village near PT. SEML.
- SEML explains that the ESIA study result including Biodiversity Action Plan, Critical Habitat Assessment, Stakeholder Engagement Plan and Grievance Redress Mechanism to make the community more aware that SEML has the procedure to keep the project safe to community and no harm to environment. SEML also emphasizes that the community committee is the one of member of Grievance Redress Committee.
- Representatives from IESR recommend that SEML shall make some information nodes that will be distribute the company information more effective. The community committee may act as one of the information nodes.
- The next meeting will be more focus on women that will be conducted in terms of Focus Group Discussion.

This consultation is in line with the Stakeholder Engagement Plan chapter 9 regarding Stakeholder Engagement Program that has an objective to gaining support for the Project from key stakeholders and other project affected stakeholders and the consultation should be conducted regularly during pre-construction phase.



Documentation on photographs :







Links :

<http://www.antarasumbar.com/berita/187766/seml-lakukan-pengeboran-sumur-pengembangan-maret-2017.html>

<http://harianhaluan.com/news/detail/60328/supreme-energy-penuhi-kebutuhan-listrik-solsel-masa-depan>

===== *end of report* =====



**DAFTAR HADIR TAMU UNDANGAN**

Hari / Tanggal

Rabu / 28 September 2016

Jam

08.00

Lokasi

Wisma LINTA Gunung

Agenda

Public Consultation

NO	Nama	Alamat	Tanda Tangan
1	HAJI HANAFI	Perumahan	
2	SUDANDI	Perumahan (Kampung)	
3	ABDUL	Perumahan Blok 2	
4	MURDI	Perumahan Blok 2	
5	ABDUL	JALAN S. HANAFI	
6	Juwandi Jari	Juwandi	
7	Agung	Perumahan	
8	YUSHERNEL DESA		
9	ALFANDY	Perumahan	
10	PRIBADI PALAS	NOB MANILA	
11	MARIF RINGIT	MANILA	
12	JOJO RINGIT	Perumahan	
13	BO. DARISAN	K. PALA BONG	
14	JOJO WIDYAN	Perumahan	
15	EENDLART	Perumahan	
16	Camden Daman	Perumahan	
17	Salasun	Perumahan	
18	Yusmanik	Perumahan	
19	HANIDAN	DURUSUN	
20	ARJANO	Perumahan	





supreme

## DAFTAR HADIR TAMU UNDANGAN

Hari / Tanggal

Rabu / 28 September 2016

Time

08.00 - 12.00

Lokasi

Kantor PT Supreme

Agenda

Public Consultation

NO	Nama	Alamat	Tanda Tangan
21	MALYATI	RT Sukorejo	
22	Martini Eda	M. Indralu	
23	Bach. P.	m. labuh	
24	Basel Rendi	m. labuh	
25	Roloi Yilina	RT 010 BAW	
26	Syamsul	WADUKAN 03	
27	A. Siregar	WADUKAN 03	
28	Ancheta Istikom	RT Sukorejo	
29	DAVID	DE TIRAS	
30	Selamat	P. P. JAWA	
31	Syamsul	P. P. JAWA	
32	NOPI USAWATI	PS 22010	
33	Tutik Riza	Perumahan RT 010 BAW	
34	LEKTI	P. P. JAWA	
35	Agustina		
36	DEDA NIKI	Londong	
37	Jalaludin P. Hidayat	RT 010 BAW	
38	W. P. Hidayat	Sorotan	
39	Yusuf Hidayat	RT 010 BAW	
40	Sekeloa	RT 010 BAW	





SUPREMB

## DAFTAR HADIR TAMU LUNDANGAN

Hari / Tanggal

Rabu / 28 September 2015

Time

08.00 - 10.00

Locasi

Kecamatan Limbungan

Agenda

Public Consultation

NO	Nama	Alamat	Tanda Tangan
01	DIPA YUSRIATI	LIMBUNGAN	
02	HARUNUSAM	M. Lolo	
03	X/OERHUS	AK. C. Lolo	
04	RAT. RAYANING	JANI - JANI	
05	ALFARIZ	LEDO R	
06	SEPTENOXANDRA	PAUTAR	
07	BRUAR	KMP BAKU	
08	MULIADI	KMP BAKU	
09	MARDIANA	PT	
10	MELAKSA	PT	
11	DASARI	PT	
12	MARJULIS	KMP BAKU	
13	MARJULIS	Pengkonan	
14	LINDA RITA	PT BAKU	
15	REDA NENDRI	PURONG SIKAR	
16	SO. BAKU	PT BAKU	
17	OLIA ANA	PURONG SIKAR	
18	WATI WIDIA	PT BAKU	
19	ARIPATI	PURONG SIKAR	
20	SEKIDAR	PURONG SIKAR	



DAFTAR HADIR TAMU UNDANGAN

Hari / Tanggal : Rabu / 28 September 2016  
 Lokasi : OHP  
 Lokasi : WISMA UTI Kalsum  
 Agenda : Public Consultation

NO	Nama	Alamat	Tanda Tangan
61	Muchlisawati S.Pd	Plempo, Kuning ARP	"
62	Yogi, Dians	- ARP	"
63	A.R.I.	P. Banjaran	"
64	Wason Dinda	Saban Saba	"
65	APRIAL	Plempo Plempo	"
66	BURAHMAN	KIZ. KATU PIRAH	"
67	ENSURANI S.Pd	Arasari	"
68	PER. BISMAR	Plempo Kuning ARP	"
69	Joni Kurniawan	Wan ARP	"
70	PINUT	K. Lempu Mas P. ARP	"
71	JUDY	Plempo Kuning	"
72	Plempo SUDARNO	Bomas KB	"
73	ERI RADEN	IRT. KOTU IARS	"
74	Yulrizal	Plempo	"
75	Yusuf	Sopo KB	"
76	Syahrudin	P. Sopo	"
77	Wahid Kurnedy	P. Sopo	"
78	Budiman	P. Sopo	"
79	Sundaradi	Plempo Plempo	"
80	Yudi Sumantri	K. Bomas	"




DAFTAR HADIR TAMU UNDANGAN

Hari / Tanggal: Rabu / 28 September 2016

Tempat: 1001-20

Lokasi: Utama Undi Kalsum

Agenda: Public Consultation

NO	Nama	Alamat	Tanda Tangan
83	Alim Nurdin	KLH	
84	Amalia	Pekalongan	
85	Yeni	Pekalongan	
86	Endang	Pt. Talang	
87	Sandoro	Kp. Palak	
88	Fauzi	Kp. Palak	
89	Wahyuni	Jember	
90	Y. Anwar	P. Anwar	
91	Putri	P. Anwar	
92	Amalia	ESQW	
93	Supriat	Kemuning, Sukopu	
94	Eli Nurdin	Kemuning Sukopu	
95	Iyach	Sugai Pagi	
96	HARUN HR	KOTO GURU	
97	SEFFALITA	92 AIS PINDA	
98	Rasmanior	Pasin Talang	
99	Nafriani Koto	Tanjung Ampok	
100	Indratno	T. Tingai	
101	Masfudin	P. Anwar	
102	Makki	P. Anwar	



DAFTAR HADIR TAMU UNDANGAN

Hari / Tanggal: Rabu / 28 September 2023  
 Time: 08.00  
 Lokasi: Wisma Ulu Kelam  
 Agenda: Public Consultation

NO	Nama	Alamat	Tanda Tangan
101	M. LUKMAN PRATIWI	P. Selayar	101
102	MASRI	KOTO BARU	102
103	E. RUS MAREK	SUKSES LITONG	103
104	EDY SUDARNO	ZAKO LITONG	104
105	YONEDI	ALIM POKH GUD	105
106	ANWAR HARIS Koto Baru	SUKSES	106
107	MUSZAL BASRI	SAPIE LINDA ESPR	107
108	NAJIBUL	KOMPUNAN BARU	108
109	SAMUSIL	KOMPUNAN BARU	109
110	PEPI SUDARNO	AL OI ZAKO	110
111	PAJIE	KOTO BARU	111
112	MILLAGUN L.	KOTI DOTE	112
113	M-ZULHI	PURUS DURE	113
114	MARIZ TAPUZI	-	114
115	BIGI HARIS	P. Selayar	115
116	SITI S	P. Selayar	116
117	Edy Alim	Yunus Selayar	117
118	M. FITRIYAH	YUNUS Selayar	118
119	SYAFARIZ	MARSA LABU	119
120	Syahrul	KOMPUNAN BARU	120



## DAFTAR HADIR TAWELUNDANSAN

Hari/Tanggal

Rabu, 18 September 2016

Tipe

Tempat

Wisma Umi Kalsum

Standar

Pondok Cerucuk Batum

NO	Nama	Alamat	Fondasi Tangan
121	Elfenor R	P. Suman	"
122	Arifin R	"	"
123	Safin Muzid	"	"
124	Gede Suman	"	"
125	Nazriah B	"	"
126	Maman AR	Masa Lela Loma	"
127	Edi M	Tonjok T	"
128	Suher R	Pulau	"
129	Dharmas	P. Tanyu	"
130	Samar	P. Tanyu	"
131	Kusnadi	Durati	"
132	Rival E	P. Loma	"
133	Is. Sopian	U. Sopian	"
134	Muhammad	"	"
135	Martoyo	"	"
136	Dharmas	"	"
137	Rival E	"	"
138	Ala Mula	P. Tanyu	"
139	Erizma	"	"
140	Elwin	"	"



DAFTAR HADIR TAMU UNDANGAN

Hari / Tanggal

Rabu / 28 September 2016

Time

Tempat

Wisma Umi Hasani

Agenda

Public Consultation

NO	Nama	Alamat	Tanda Tangan
141	Asri	Pekalongan	
142	RIZKI PERNO		
143	Rendi		
144	Sucarno	Pekalongan	
145	SYABRI		
146	Suwatno		
147	Budiwinu	Pekalongan	
148	Purnama		
149	Juanda		
150	Fitriyati		
151	Indratna		
152	Rusman		
153	Taufik		
154	Sorah		
155	Wahid		
156	Sobri		
157	Iskanti		
158	Syafarizal		
159	Muhammad		
160	NOVERTA	Pekalongan	



DAFTAR HADIR TAMU UNDANGAN

Tgl. / Tanggal : Sabtu, 26 September 2010

Time : \_\_\_\_\_

Locate : Wisma Lini Gabung

Agenda : Public Consultation

NO	Nama	Alamat	Tanda Tangan	
161	Wati	Perumahan ...	161	[Signature]
162	DISBMAN	Buku ...	162	[Signature]
163	S. P. ...	Blok ...	163	[Signature]
164	...	Blok ...	164	[Signature]
165	...	Tanah ...	165	[Signature]
166	...	...	166	[Signature]
167	E. E. ...	...	167	[Signature]
168	...	...	168	[Signature]
169	...	...	169	[Signature]
170	...	...	170	[Signature]
171	...	...	171	[Signature]
172	...	...	172	[Signature]
173	...	...	173	[Signature]
174	...	...	174	[Signature]
175	...	...	175	[Signature]
176	...	...	176	[Signature]
177	...	...	177	[Signature]
178	...	...	178	[Signature]
179	...	...	179	[Signature]
180	...	...	180	[Signature]



DAFTAR HADIR (AMU) UNDANGAN

Hari / Tanggal : Rabu / 28 September 2016

Time : \_\_\_\_\_

Lokasi : Wisma Umi Kalsum

Agenda : Public Consultation

NO	Nama	Alamat	Tanda Tangan
181	Purwati	Pekalongan	181
182	ADIPRI YENDRI	Tl. Bulakamba	182
183	M. ZULUS	Tl. Bulakamba	183
184	STERDA	Sl. Bulakamba	184
185	ISTARI	Pekalongan	185
186	AGNI	Pekalongan	186
187	Endang Nurhidayah	T. Tinggi	187
188	Kardika	T. Tinggi	188
189	DALWISYAH	BPPD. SS.	189
190	Kusuma		190
191	SARASU HANANDA	Sl. Bumi	191
192	SUDIRMAN	Sl. Bumi	192
193	WIDHI CANORA	Sl. Bumi	193
194	Yuniars	Sl. Bumi	194
195	Yuniy Widiy	T. Tinggi	195
196	Muti Ardiyanti	Sl. Bumi	196
197	Sulistiyanto	PERK. 8	197
198	Syahrul	PERK. 8	198
199	Syahrul	Syahrul	199
200	Hidayat	Sl. Bumi	200



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# DAFTAR HADIR TAMBAH UNDANGAN

Tari / Tanggal : Rabu / 23 September 2015

Time :

Tempat : Widyadarmah Umi Salim

Agenda : Public Consultation

NO	Nama	Alamat	Tanda Tangan	
201	Dani Kartika	K. Jember	201	
202	Dedius Hendra	Atani	202	
203	Hendro	Atani	203	
204	WISF Zuh		204	
205	Alimudin	Sungulung	205	
206	Agus Warkopati	P. Jember	206	
207	Andi	Kp. Bani	207	
208	MULDAPIA	Kp. Bani	208	
209	Dus		209	
210	KEHIGSA ETAN	P. Jember	210	
211	ROR	P. Jember	211	
212	H. M. Widi		212	
213	Ir. Anandani	P. Jember	213	
214	Beni Pradi Nura	P. Jember	214	
215	Safyan	P. Jember	215	
216	BAHAR	KP. BR	216	
217	Fahri	KP. BR	217	
218	Widi	KP. BR	218	
219	Widi	KP. BR	219	
220	Widi	KP. BR	220	



DAFTAR HADIR TAMU UNDANGAN

Hari / Tanggal

Kabu / 28 September 2015

Time

Lokasi

Wisma Umi Rakum

Agenda

Public Consultation

NO	Nama	Alamat	Tanda Tangan	
221	ELI MURAH	R. S. L. A. S.	221	
222	Doni	Kp. Baru	222	
223	M. D. R. K. Y. B. A. S. H. P. S. I. N. A. W. A.		223	
224	Kari P. a. u. h. a. R. P. S. I. N. A. W. A.		224	
225	W. a. n. a. R. P. P.	K. S. A. M. A. S.	225	
226	P. S. I. N. A. W. A.	P. S. I. N. A. W. A.	226	
227	M. D. R. K. Y. B. A. S. H. P. S. I. N. A. W. A.	U. S. A. L. A. N.	227	
228	H. a. n. a. R. P.	B. a. g. y. a. S. a. S. S.	228	
229	M. a. R. I. S. A. S. A. R. I. S.	B. a. g. y. a. S. a. S. S.	229	
230	A. R. I. S. A. S. A. R. I. S.	P. S. I. N. A. W. A.	230	
231	M. a. R. I. S. A. S. A. R. I. S.	P. S. I. N. A. W. A.	231	
232	S. a. R. I. S. A. S. A. R. I. S.	P. a. S. S. S. a. S. S.	232	
233	F. a. R. I. S. A. S. A. R. I. S.	P. a. S. S. S. a. S. S.	233	
234	M. a. R. I. S. A. S. A. R. I. S.	P. S. I. N. A. W. A.	234	
235	S. a. R. I. S. A. S. A. R. I. S.	P. S. I. N. A. W. A.	235	
236	A. R. I. S. A. S. A. R. I. S.	P. S. I. N. A. W. A.	236	
237	M. a. R. I. S. A. S. A. R. I. S.	P. S. I. N. A. W. A.	237	
238	S. a. R. I. S. A. S. A. R. I. S.	P. S. I. N. A. W. A.	238	
239	M. a. R. I. S. A. S. A. R. I. S.	P. S. I. N. A. W. A.	239	
240	S. a. R. I. S. A. S. A. R. I. S.	P. S. I. N. A. W. A.	240	



DAFTAR HADIR TAMU UNDANGAN

Jarak Tempok: tanggal 28 September 2016

Tempat:

Indikator: Wawancara Lintas Kasus

Agenda: Public Consumption

NO	Nama	Alamat	Tanda Tangan
241	Joni Purnama	Jl. Purnama	
242	Yoh 5	Rm. Samsu	
243	Indrawati	Bl. Samsu	
244	Edy Spt	Kampung Samsu	
245	Yoh 12	Bl. Samsu	
246	Yoh 13	Bl. Samsu	
247	Elisa Erolina	Bl. Samsu	
248	Yoh 14	Bl. Samsu	
249	Yoh 15	Bl. Samsu	
250	Yoh 16	Bl. Samsu	
251	Joni Purnama	Bl. Samsu	
252	Andriani	Bl. Samsu	
253	Herman	Bl. Samsu	
254	Andriani	Bl. Samsu	
255	Kapitan Ryo	Bl. Samsu	
256	Rizki	Bl. Samsu	
257	Majus	Bl. Samsu	
258	Yoh 17	Bl. Samsu	
259	Roni K.	Bl. Samsu	
260	Iwan P.	Bl. Samsu	



## DAFTAR HADIR WARTAWAN

MAS  
MEDIA  
PERS

Hari / Tanggal

Batu / 26 September 2016

Time

08.00

Lokasi

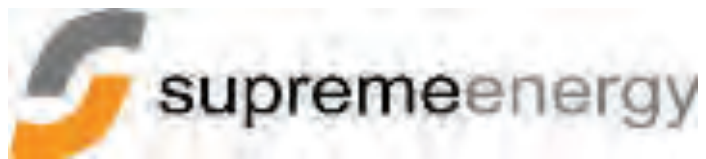
Visiwa Ulu Kelsum

Agenda

Public Consultation

NO	Nama	Instansi	Tanda Tangan
1	FAIR	ANTARA	
2	HAFIDH N.	BOS METRO	
3	HENDRIAN	INDONESIA	
4	HAIR AFRILIA	Rakyat Jember	
5	ADIN PRADI	Padang Berita	
6	JETU	SAWANG	
7	SYNDA L.	RAJAB	
8	MUSMAM	Kabar Padang	
9	SUPRIATNO		
10	ARGENTI		
11	HELWAN CA FOR. KUBU	REKOR	
12	REHAN MIRAL	GERAKAN RUMAH	
13	SAIRIL		
14	DENO	Investigasi	
15	SUPRI DART	Masa Depan	
16	ELFIR		
17			
18			
19			
20			





PT. SE ML/RD/RB

## Land Procurement & Certification Guidelines



Supreme Energy Geothermal Power Project Development

March 2015

SE-PRD-GE-PRO-0001 Rev B

Issued for Review

Internal Use Only



	Land Procurement & Certification Guidelines	SE-PRD-GE-PRO-0001 Rev B
--	---	--------------------------

	Position	Name	Signature	Date
Prepared By	SEML Construction Manager	Achmad Gunawan	Via EDMS	5 Mar 2015
	Sr. Manager Field Relations	Yulnofrins Napilus		
	Manager Business Relations	Ismoyo Argo		
	Project Cost Control & Scheduler	Alexander Nainggolan		
Reviewed By	SEML Project Manager	Paul Taylor	Via EDMS	21 Apr 2015
Approved By	VP Relations & SHE	Priyandaru Effendi		

## Revision History

Rev	Date	Prepared By	Approved By	Issued For
A	3 march 2015	Achmad Gunawan		Review
B	27 March 2015	Achmad Gunawan, Ismoyo Argo, Alexander Nainggolan		Review

<p style="text-align: right;">P.T. Supreme Energy [ML/RD/RB]  Equity Tower – 18<sup>th</sup> Floor, Sudirman Central Business District (SCBD), Lot 9  Jl. Jend. Sudirman Kav. 52-53, Jakarta 12190, Indonesia  <b>P</b> +62-21-5155 222  <b>F</b> +62-21-5155 333  <b>W</b> <a href="http://www.supreme-energy.com">www.supreme-energy.com</a></p>
--

<p style="text-align: right;">COPYRIGHT:</p> <p>The concepts and information contained in this document are the property of P.T. Supreme Energy [ML/RD/RB]. Use or copying of this document in whole or in part without the written permission of P.T. Supreme Energy constitutes an infringement of copyright.</p>
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<p>The Supreme Energy project companies - PT Supreme Energy Muara Laboh, PT Supreme Energy Rajabasa and PT Supreme Energy Rantau Dedap are independent companies developing geothermal projects in Sumatra, Indonesia. Based on the agreement of the shareholders of the individual project companies, the Supreme Energy companies are managed in an integrated way in order to maximize the synergies in terms of use of resources and organization of their core and supporting processes. Consequently, important portions of the documentation body developed and applied within each company (manuals, procedures, description of processes, guidelines etc.) are common to all project companies. The applicability of each document to one or several project companies is reflected in the reference of each document.</p> <p>Any document applicable to PT Supreme Energy Muara Laboh contains the characters “ML” in the document reference.</p>
---



	Land Procurement & Certification Guidelines	SE-PRD-GE-PRO-0001 Rev B
--	---	--------------------------

Any document applicable to the PT Supreme Energy Rajabasa project company contains the characters “RB” in the document reference.

Any document applicable to the PT Supreme Energy Rantau Dedap project company contains the characters “RD” in the document reference.

If a document applies to all three Supreme Energy companies, the term “Supreme Energy” may refer to any and all of these companies.

Within each document, for any reference to the project company, the term “Company” will be used. This term will refer to those companies the names of which are referred to in the document reference. The term Project refers to the project developed by the Company.



## Contents

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## 1. General

Proyek Panas Bumi pada umumnya berada didaerah pegunungan, yang status lahannya dapat berupa kawasan hutan dan/atau Area Penggunaan Lain (APL). Kawasan hutan dikuasai oleh Pemerintah dan penggunaannya melalui Ijin Pinjam Pakai sesuai ketentuan yang berlaku. APL statusnya dapat berupa: hak milik perorangan, penguasaan adat, hak penggunaan oleh pihak perusahaan/swasta, atau dikuasai oleh negara.

Dokumen ini dipergunakan sebagai petunjuk dalam pelaksanaan pengadaan sampai proses pengurusan sertifikasi lahan atau tanah yang diatasnya akan dibangun berbagai fasilitas untuk pembangunan proyek panas bumi di Wilayah Kerja Pengusahaan (WKP) yang dikuasai oleh PT Supreme Energy melalui afiliasinya.

Panduan ini dibuat dengan merujuk kepada peraturan perundangan yang berlaku di Indonesia, antara lain :

1	UU No.5 Tahun 1960	16	PMNA/KBPN no.3 Tahun 1997 jo PerkaBPN no. 8 Tahun 2012
2	UU No.25 Tahun 2007	17	PMNA/KBPN no.2 Tahun 1999
3	UU No.26 Tahun 2007	18	PMNA/KBPN No. 9 Tahun 1999
4	UU No.40 Tahun 2007	19	PerKa BPN No.4 Tahun 2006
5	UU No.28 Tahun 2009	20	PerKa BPN No.7 Tahun 2007
6	PP No.40 Tahun 1996	21	PerKa BPN No.2 Tahun 2013
7	PP No.24 Tahun 1997	22	PerKa BPN No.1 Tahun 2014
8	PP No.11 Tahun 2010	23	PerMen ATR / BPN 15 Tahun 2014
9	PP No.13 Tahun 2010		
10	PP No.15 Tahun 2010		
11	Perpres No.35 Tahun 2005		
12	Perpres No. 65 Tahun 2006		
13	Perpres No. 71 Tahun 2012		
14	Perpres No. 30 Tahun 2015		
15	Perpres No. 4 Tahun 2016		



## 2. Ruang Lingkup

Panduan ini menjabarkan tahap-tahap pelaksanaan pembebasan dan proses sertifikasi lahan yang harus dilakukan oleh Departemen Proyek, Legal, dan Keuangan, serta Departement Relations melalui tim pengadaan lahan dan/atau yang bekerja sama dengan konsultan, dan/atau tim pembebasan bentukan badan pemerintah, dan/atau masyarakat, untuk menunjang pelaksanaan proyek panas bumi, sesuai peraturan perundangan yang berlaku.

Panduan ini mengatur tugas dan tanggung jawab serta alur komunikasi antar departemen internal Supreme Energy dan pihak eksternal yang terkait.

Panduan ini juga menginformasikan data-data dan persyaratan yang diperlukan untuk pelaksanaan pengadaan lahan dan proses sertifikasi lahan.

Panduan ini akan disesuaikan jika ada perubahan peraturan perundangan yang berlaku



### 3. Tugas dan Tanggung Jawab serta Alur Komunikasi

Dalam proses pengadaan dan sertifikasi lahan, beberapa tahapan penting yang melibatkan koordinasi baik internal perusahaan maupun pihak lain/eksternal harus dilalui. Tahapan-tahapan tersebut merupakan *critical path* yang tata kelola dan tata waktunya harus diperhatikan, karena prosesnya akan mempengaruhi kelanjutan dari tahapan tersebut.

Di internal perusahaan, departemen yang terlibat antara lain : Departemen Proyek, Departemen Relation, Departemen Legal dan Departemen Finance BSD.

Alur komunikasi (*Interface*) tersebut meliputi beberapa tahapan pokok, yaitu:

1. Penyusunan informasi dasar.
2. Persiapan dan pematapan rancangan teknis.
3. Review internal
4. Survey lokasi
5. Pengadaan lahan
6. Proses sertifikasi

Berbagai tahapan penting/pokok tersebut adalah proses saling terkait yang dijabarkan pada tabel dibawah.

Item	Interfaces	Interface Detail			
		Details	Location	Affected Parties	Responsibility Parties
1	Basic Information	- Working Area Coordinates	Jakarta	Relation, Project, Sub-surface, Legal	Relation Dept.
		- Land Utilization Status (BPN Map)			
		- Location Permit			
		- UKL/UPL Permit			
2	Persiapan dan pematapan rancangan teknis (desain)	- SE Engineer(s)/Consultant to provide Final Land Acquisition Layout Drawing(s) issue for use	Jakarta	Engineers, Project, Consultant	Project Dept.
		- Define outline land boundaries			
		- Provide Land Boundary Coordinate(s)			
3	Internal Review	- Clarification of Project Site Location	Jakarta	Project, Relation	Project Dept.
		- Clarification of Project Schedule			
		- Handover final Land Acquisition Layout Drawing(s)			
		- Forming Land Procurement Team	Jakarta, Site	Relation	Relation Dept.
4	Land Survey	- Assign/nominate Land Surveyor	Jakarta	Project	Project Dept.



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		<ul style="list-style-type: none"> <li>- Relations complete initial discussion/enquiries and recommend revisions to Land Boundary</li> </ul>	Jakarta, Site	Project, Surveyor, Relation	Project Dept.
		<ul style="list-style-type: none"> <li>- Surveyor pegs out land boundary IP's coordinate with temporary post.</li> </ul>	Site		
		<ul style="list-style-type: none"> <li>- Survey land parcel and pegs out with semi permanent post.</li> </ul>			
		<ul style="list-style-type: none"> <li>- Surveyor prepare land parcel document.</li> </ul>			
		<ul style="list-style-type: none"> <li>- Surveyor to prepare Integrated Land Parcel drawing &amp; report showing coordinates of Land Parcels and land owner</li> </ul>	Jakarta, Site		
		<ul style="list-style-type: none"> <li>- As-built purchased land by the Surveyor</li> </ul>	Site		
		<ul style="list-style-type: none"> <li>- Install permanent post and benchmark of Land Boundaries IP's</li> </ul>	Site		
		<ul style="list-style-type: none"> <li>- Filing Survey Documentation to EDMS</li> </ul>	Jakarta, Site	Project, Surveyor	Project Dept.
5	Land Procurement	<ul style="list-style-type: none"> <li>- Appointing Local Notary</li> </ul>	Site	Relation, Legal	Relation Dept.
		<ul style="list-style-type: none"> <li>- Provide Price Table data</li> </ul>			
		<ul style="list-style-type: none"> <li>- Dissemination/socialization to the affected land owner</li> </ul>			
		<ul style="list-style-type: none"> <li>- Price Negotiation process to affected Land Owner</li> </ul>			
		<ul style="list-style-type: none"> <li>- Provide all documentation i.e Deed of relinquishment, land owner statement, SKT, copy of ID Card, etc.</li> </ul>			
		<ul style="list-style-type: none"> <li>- Obtain Land Owner Bank Account</li> </ul>			
		<ul style="list-style-type: none"> <li>- Payment process to Land Owner &amp; Tax</li> </ul>	Jakarta, Site	Relation, Legal, Finance	Finance Dept.
		<ul style="list-style-type: none"> <li>- Handover Procured Land Report to Project. (Format Refer to Appendix B)</li> </ul>	Jakarta	Relation, Project	Relation Dept.
		<ul style="list-style-type: none"> <li>- Filing Hand Over Document to EDMS</li> </ul>	Jakarta	Project, Relation	Project Dept.
6	Certification Process	<ul style="list-style-type: none"> <li>- Appointing Certification Consultant / Vendor</li> </ul>	Jakarta	Relation	Relation Dept.
		<ul style="list-style-type: none"> <li>- Prepare all land documentation and application letter to BKPM</li> </ul>			



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		- Document checking & distribution to local land agency, followed by issuance of BKPM Notification letter			
		- BPN land survey (measurement and checking installed permanent post and benchmark)	Site		
		Obtain Official Land Map from BPN	Site		
		Final document synchronization and checking, followed by issuance of Minutes of meeting.			
		- Provide additional Certification Requirements i.e. Technical Recommendation from Forestry, SSP/PPH, IPB, enviromental permits, Etc (if needed)	Jakarta, Site		
			Jakarta		
		-Obtain Decree Letter <2Ha : BPN Regency 2Ha - 15Ha : Regional BPN >15 Ha : Central BPN	Jakarta		
		- Registering Decree Letter to BPN	Jakarta, Site		
		- Certificate Copy upload to EDMS	Jakarta	Project, Relation	Project Dept.



## 4. Prosedur Pelaksanaan Pengadaan dan Sertifikasi Lahan

### 4.1. Prosedur Pelaksanaan Pengadaan Tanah

Pada tahapan pengadaan lahan, tim pengadaan lahan akan dibentuk dan ditentukan secara internal Perusahaan oleh VP. Relations & SHE .

Departemen lainnya dapat menunjuk wakilnya untuk bekerja sama dalam proses pembebasan lahan agar target penyelesaian pembebasan lahan berjalan lancar, dan sesuai dengan tata waktu target penyelesaian pembebasan lahan yang direncanakan.

Tim ini akan berhubungan dengan beberapa *stakeholder*/pihak eksternal yang berperan dalam proses pengadaan lahan dan sertifikasi lahan yaitu antara lain:

1. Kepala Desa
2. Pimpinan/tokoh/Lembaga adat resmi
3. Camat
4. Gubernur/Bupati sesuai kewenangannya
5. BKPM
6. Notaris
7. Kantor Pertanahan, BPN, Dinas-Dinas/SKPD terkait.
8. Institusi Legal (District Court, Provincial Court; Supreme Court)
9. Perbankan
10. Surveyor
11. Panitia Pangadaan lokal

Tahapan aktivitas yang akan dilaksanakan pada proses pengadaan lahan, dirancang sedemikian rupa sehingga sesuai dengan peraturan perundangan yang berlaku, termasuk juga akan disesuaikan dengan adat kebiasaan (jika ada) di lokasi pembebasannya. Prosedur pelaksanaan pengadaan lahan melalui tahapan sebagai berikut :

No	Tahapan	Penjelasan
1	Penyiapan surat pemberitahuan dan sosialisasi kepada pihak-pihak terkait yang berwenang	Memberikan informasi hal-hal sebagai berikut: <ul style="list-style-type: none"><li>• Adanya rencana pembebasan lahan</li><li>• Permohonan untuk tidak menerbitkan Surat Keterangan Tanah (SKT)</li><li>• Kesesuaian Tata Ruang Wilayah</li><li>• Rekomendasi Kawasan Hutan</li></ul>



2	Overlay Gambar dengan lokasi	Penandaan lokasi lahan yang akan dibebaskan
3	Identifikasi Pemilik Lahan	Bersama surveyor melakukan pendataan penggarap/pemilik lahan, baik individu maupun kelompok tani.
4	Pertemuan dengan para pemilik	Sosialisasi dan untuk mendapatkan dukungan dari pemilik lahan melalui pendekatan tokoh-tokoh kunci dan berpengaruh.
5	Sosialisasi dengan Unsur Pimpinan Kecamatan, Kelurahan dan tokoh/lembaga adat.	Sosialisasi sistem dan prosedur pembebasan lahan, meliputi administrasi, sistem pembayaran, retribusi, dan notaris. Mendapatkan masukan dan dukungan dari pihak terkait ini.
6	Menyiapkan formulir dan dokumen administrasi lainnya.	<p>Dokumen yang disiapkan antara lain;</p> <ul style="list-style-type: none"> <li>• -Berita Acara</li> <li>• -Surat Pernyataan.</li> <li>• -Surat Kuasa.</li> </ul> <p>Mendokumentasikan semua administrasi dengan baik</p>
7	Sosialisasi dan Negoisiasi harga.	Sosialisasi dan negosiasi harga dilakukan secara kolektif dan transparan. Tercapainya kesepakatan harga yang berazaskan kewajaran dan keadilan bagi kedua belah pihak.
8	Koordinasi dengan Notaris.	<p>Membuat akta-akta yg diperlukan untuk pelepasan hak.</p> <p>Melegalisasi semua proses transaksi dan saksi-saksi yang diperlukan.</p> <p>Menyiapkan dokumen pendukung untuk proses pelepasan hak dan selanjutnya untuk proses sertifikasi.</p> <p>Berkonsultasi dengan kantor pertanahan setempat.</p>
9	Identifikasi Lahan bersama Kepala Desa dan lembaga adat setempat, penggarap/pemilik lahan dan surveyor. Untuk penunjukan batas, tanaman, garapan, dan bukti pemilikan /	<p>Dibuat berita acara pemeriksaan lahan yang ditanda tangani bersama, dan peta lokasi masing-masing penggarap. Daftar hadir, amprah uang lelah tim.</p> <p>Sebagai bagian dari dokumen pembebasan</p>



	penguasaan	lahan, Data catatan lahan tiap-tiap bagian tanah harus diukur dengan tenaga surveyor / juru ukur yang kompeten. Salah satu bentuk dokumen pengukuran dan pencatatan data juru ukur harus dilampirkan sebagaimana Contoh terlampir. (Lihat Appendix D)
10	Penyiapan legal dokumen untuk ke Notaris	-Surat Alas Hak (bukti penguasaan). -Surat pernyataan kepemilikan. -Surat Kuasa untuk kelompok. -KTP dan KK atau surat nikah -Akte Notaris. -Kwitansi dan Materai
11	Pembukaan rekening bank, untuk masing-masing penggarap.	Masing-masing penggarap memiliki rekening tabungan baru di Bank setempat.
12	Pembayaran pembelian lahan.	Melalui transfer Bank: <ul style="list-style-type: none"> <li>Dilakukan setelah semua persyaratan administrasi terpenuhi.</li> <li>Sebagai bukti pihak perusahaan telah membayar secara langsung kepada penggarap/pemilik lahan.</li> </ul> Kontribusi kepada kepala desa dan lembaga adat setempat sebagai saksi sesuai ketentuan yang berlaku.

Detail prosedur pengadaan lahan dapat dilihat pada Appendix A

#### 4.2. Prosedur Proses sertifikasi Lahan

Untuk kegiatan pengusahaan panas bumi yang dikelola oleh perusahaan swasta, maka permohonan hak atas tanah yang digunakan untuk kegiatan, statusnya adalah Hak Guna Bangunan atau Hak Pakai (HGB/HP). Masa berlakunya hak tersebut akan disesuaikan dengan masa berlakunya Ijin Panas Bumi (IPB) yang dimiliki oleh perusahaan.

Prosedur sertifikasi lahan untuk memperoleh HGB/HP tersebut, ditetapkan dalam peraturan perundangan yang berlaku di bidang pertanahan. Dalam hal ini, Menteri Agraria dan Tata Ruang/Kepala Badan Pertanahan Nasional (MATR/BPN) menerbitkan Peraturan MATR/BPN No. 15 Tahun 2014 tentang Standar Pelayanan dan Pengaturan Agraria, Tata



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Ruang dan Pertanahan Dalam Kegiatan Penanaman Modal. Bagan alir proses sertifikasi lahan ini dapat dilihat sebagaimana Appendix E.



## 5. Time Schedule

Departemen Relation melalui tim pengadaan lahan akan membuat rencana kerja pengadaan dan sertifikasi lahan seperti terlampir (lihat Appendix C).



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## 6. Hasil Kerja

Dokumen pengadaan lahan, seperti catatan rapat (meeting) , surat menyurat, gambar dan dokumen Legal lainnya juga harus diberikan kepada pihak departemen Project dalam bentuk hard Copy, Scan Copy atau Electronic copy lainnya, untuk disimpan dalam sistem dokumentasi project (ELO).



## Appendix B. Documents reviewed during audit

### **B.1 Overview**

This appendix summarises the key documents provided by SEML and reviewed by Mott MacDonald for this social compliance audit.

### **B.2 Documents reviewed**

Table B.1 present details of the documents reviewed.



Table B.1: Documents reviewed by Mott MacDonald

Document	Document date	Content	Document author
<b>Documents provided to Mott MacDonald by SEML using the Project's Data Room</b>			
1 Environmental Impact Assessment (ANDAL)	October 2013	Original ANDAL and RKL-RPL prepared for the Project.	PT Greencap.
2 Environmental Management Plan and Environmental Monitoring Plan (RKL-RPL)	November 2013		PT Greencap.
3 Addendum Environmental Impact Analysis (ANDAL) and Environmental Management Plan – Environmental Monitoring Plan (RKL-RPL)	January 2015	Addendum ANDAL and RKL-RPL prepared for the Project to account for revised Project design e.g. power plant relocation.	PT Greencap.
4 Environmental Social and Health Impact Assessment Draft Report	July 2016	Draft ESHIA intended to meet international requirements; to be read in conjunction with AMDAL documents.	PT Greencap.
5 Draft EPC Contract for Muara Laboh Geothermal Power Project; Stage 1 Development, by and between PT. Supreme Energy Muara Laboh as Owner and Consortium of Sumimoto Corporation and PT. Rakayasa Industri as Contractor.	April 2016	Draft EPC Contract Documents, comprising Part 0 – Contract Cover Page and Table of Contents Part A – Formal Instrument of Agreement & General Conditions of Contract Part B – Attachments Part C – Schedule of Technical Requirements Part D – Contractor's Technical Proposal Part E – Information Only Documents	SEML
6 Safety, Health and Environmental Manual	June 2011	Corporate level SHE Manual containing Supreme Energy's SHE policy, working principles, management organisation, safety rules and operational guidelines, PPE requirements and detailed measures relating to health and hygiene, environmental management, security management, emergency preparedness and response and accident reporting.	Supreme Energy
7 Contractor Safety, Health & Environmental Management System (CSMS) Manual	May 2011	Defines the process, responsibilities and measures required to assist contractors in developing their own SHE policies that meet Supreme Energy's requirements.	Supreme Energy
8 Standard Operating Procedures (SOPs)	Various	A range of corporate level safe working SOPs including: Waste Management; General Environmental Requirements for Project Design & production Activities; Travel or Journey Management; Project Execution Planning – Safety Health Environmental; Guidance for Contractor SHE Management Plan; Excavation and Shoring; ERP; Incident-Accident Reporting and Investigation; Confined Space Entry; Hot Work; PPE; Drilling Preparation, Operations and Production Testing; Hydrogen Sulphide; Permit to Work; Lifting and Lifting Equipment; Working at Height; Incident Command System (ICS); Energy Isolation; Hazard Identification Risk Assessment and Risk Control; Job Safety Analysis; First Aid and Medical Care; Motorcycle Riding; Wild Animal Interference.	Supreme Energy
9 SHE Organogram (Jakarta and Site)	July 2015	Organograms of key Project and SHE personnel at corporate level in Jakarta and at the Muara Laboh site, including staff names.	SEML



Document	Document date	Content	Document author
10 Muara Laboh Geothermal Power Project Stage 1 Development Feasibility Study	May 2016	Feasibility study for the Project including drilling plan, project risks, Project schedule and financial analysis. Update following increase of proposed plant capacity to approximately 80MW net.	SEML
11 Company Personnel Policy	2015	Document outlining Supreme Energy's policy relating to entitlements and responsibilities of the company and employees.	SEML
12 Land Utilisation Permit	April 2016	Land Utilisation Permit for Pekonina area	Solok Selatan Regent
13 Location Permit	August 2010	Location Permit for the Project.	Solok Selatan Regent
14 Supreme Energy Muara Laboh CSR Strategy & Activities	Unknown	Presentation on CSR strategy and activities undertaken from 2011 to 2015	SEML
15 Skill Development Plan and Livelihood Opportunities Development, Final Report	2016	Study reporting the findings of a socio-economic questionnaire undertaken within the communities around the Project area. Includes details relating to a grievance redress mechanism.	Inti Hexa Semesta
16 Biodiversity Action Plan (draft)	July 2016	Draft Critical Habitat Assessment and Biodiversity Action Plan	PT Greencap
17 Documentation of Land Procurement Process for the Project	September 2016	Details and information pertaining to the land acquisition process for the Muara Laboh project. Refer to Appendix A for a copy of this document.	SEML
18 Draft Stakeholder Engagement Plan	September 2016	Draft Stakeholder Engagement Plan.	SEML
<b>Documents provided informally to Mott MacDonald by SEML during the site visit</b>			
A Presentation to MMD on Environmental-26May'16-Presented on 1Jun'16	June 2016	Presentation given by Arief Tarunaprawira (Supreme Energy Senior SHE Manager) to Shalini Arora (Mott MacDonald) during the site visit.	SEML
B WKP Permit	November 2014	WKP Permit for the Project	Minister of Energy and Mineral Resources
C Geothermal Permit (Izin Panas Bumi, IPB)	July 2015	Geothermal Permit for the Project	Minister of Energy and Mineral Resources
D Temporary Electricity Business Licence (IUPTLS)	October 2014	IUPTLS Permit for the Project	Director General of Electricity
E Conformation of Land Location from Forestry	December 2014	Letter from Solok Selatan district government, Forestry and Plantation Service to SEML confirming that the Project lies outside of the protected forest area.	Solok Selatan district government
F Conformation of Land Location from TNKS	January 2015	Letter from TNKS to SEML confirming that the Project lies outside of the TNKS.	TNKS
G Environmental Assessment, Geothermal Development of 250 MW Muara Laboh Power Plant Muara Labuh Regency, South Sumatra Province. PS8 Cultural Heritage – Chance Find Procedure	December 2013	Outlines a chance find procedure for the Project	PT. ENV Indonesia



Document	Document date	Content	Document author
H Laporan Pelaksanaan Pengelolaan Lingkungan Hidup Dan Pemantauan Lingkungan Hidup, Semester 1 Tahun 2015	January 2016	RKL-RPL report	SEML
I Malaria Training and Inspection	March 2015	Presentation containing photographs of malaria prevention training and inspections carried out at site	SEML
J Stage 1 Development Surface Water Usage	December 2014	Internal SEML memo presenting calculations of total surface water usage by the Project	SEML
K Water Intake Locations and Permit	May 2016	Presentation slide showing a map of water intake locations and an extract from the water use permit	SEML
L Email: Re: SEML : Data Properti Brine dan Uap untuk Due Diligence	May 2016	Internal SEML email containing available NCG testing data from well ML-A1 and ML-H1	SEML
M Pond Water Lab Analysis	June 2015	Sampling results from June 2015 of water in the mud ponds at wellpad C, B, E, A and H.	Intertek
N Drilling Cutting Analysis – ML-B1	May 2014	Analysis results of drilling cuttings from well ML-B1	ALS Laboratory Group
O Code of Conduct	November 2014	Document describing Supreme Energy's code of conduct and business principles, relating to aspects such as gifts and business entertainment, conflicts of interest, human rights, discrimination and harassment.	Supreme Energy
P SEML Training Record	May 2016	Copy of latest training record for the Muara Laboh site, showing names of staff against training modules completed.	SEML
Q Bridging Document Between PT Supreme Energy Muara Laboh And PT Apexindo Pratama Duta Tbk - Rig 10	June 2012	Bridging Document provided as an example of the arrangement in place between SEML and contractors. The document defines the contractor's SHE procedures and identifies communication routes and responsibilities between the two companies for implementing SHE measures.	SEML and Apexindo
R Muara Laboh Civil Works Construction – Well Pads and Access Roads. As Built Geotechnical Assessment Recommendations Action Item List	April 2013	SEML internal memo prepared based on the recommendations based in AECOM report reference No. JKTD10092; Civil Works Construction – Well Pads and Access Roads. As Built Geotechnical Assessment. Memo documents areas requiring attention for erosions/landslide risk and provides recommendations as to how these should be addressed and managed.	SEML, based on AECOM report

Source: Mott MacDonald

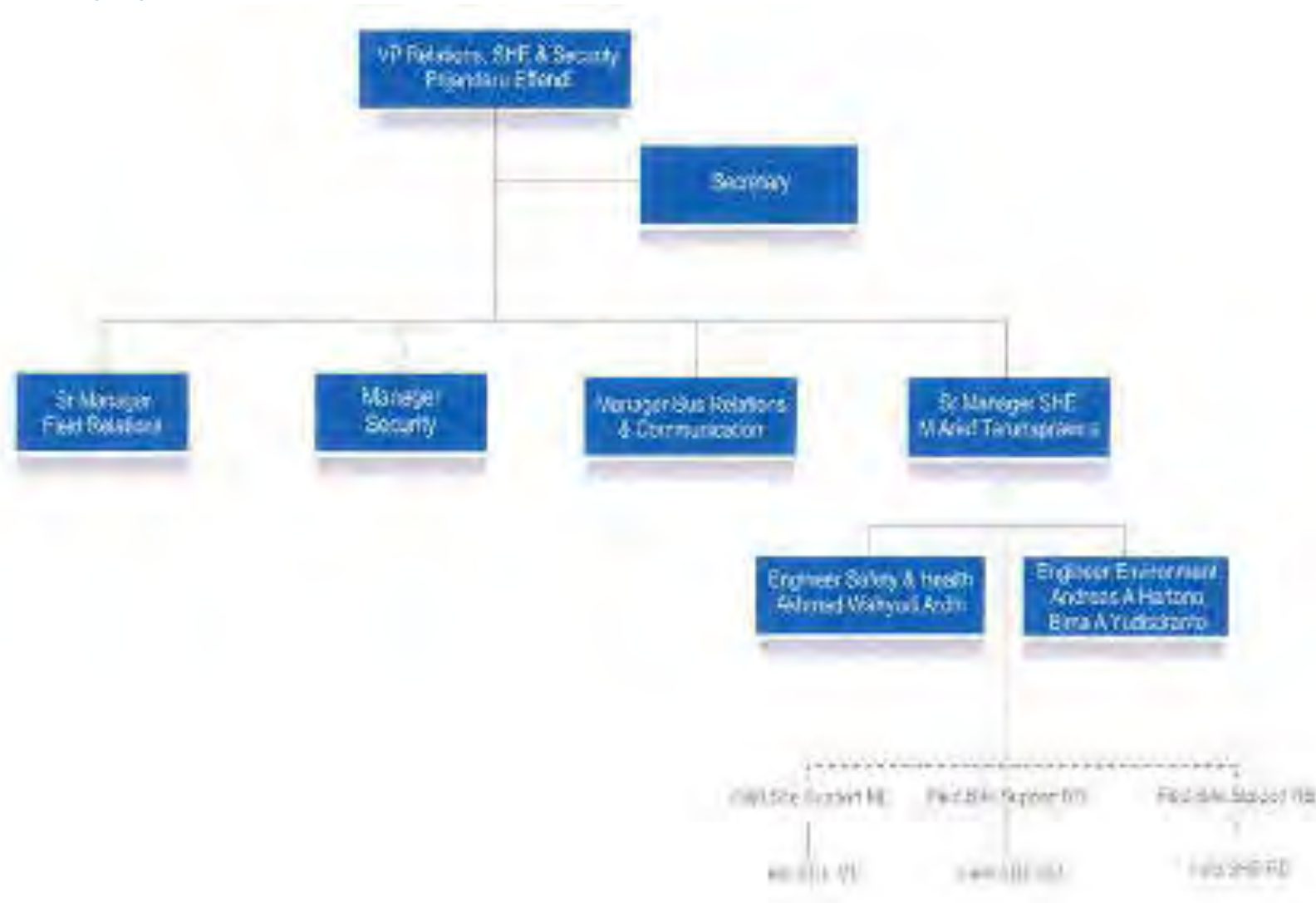


## Appendix C. SEML SHE Organograms

### C.1 SHE organograms



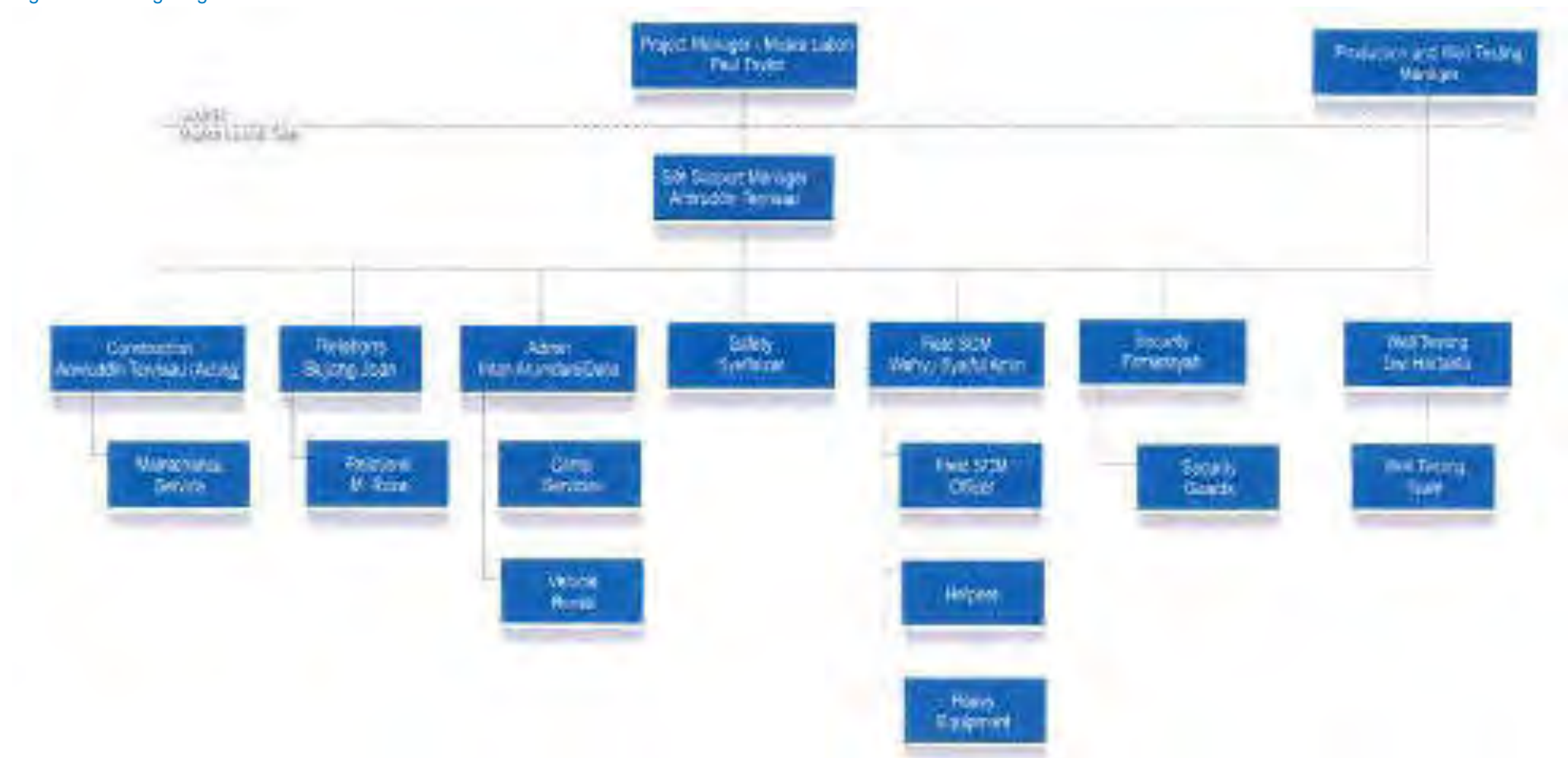
Figure C.1: Organogram of PT SEML SHE in Jakarta



Source: PT Greencap, ESHIA for Muara Laboh Geothermal Power Project



Figure C.2: Organogram of PT SEML SHE at Muara Laboh site



Source: PT Greencap, ESHIA for Muara Laboh Geothermal Power Project



## Appendix D. Regulatory setting

### D.1 Overview

This appendix details the key national and international legislation, standards and guidelines applicable to the Project.

### D.2 National legislation

#### D.2.1 Overview of relevant legislation

Geothermal development is specifically addressed in Indonesia by Law No. 21 of 2014 (the New Geothermal Law) which replaces the previous Geothermal Law No. 27 of 2003. The Geothermal Law recognises that Indonesia has abundant geothermal resources and encourages the development of geothermal energy generation as a sustainable and environmentally friendly approach to meet Indonesia's growing energy demand.

The New Geothermal Law relaxes the old legal and regulatory framework. The main changes introduced by the new law include:

- Geothermal activities are no longer considered 'mining activities'; mining activities are prohibited in protected forest and conservation areas and therefore the previous classification of geothermal as mining imposed severe restrictions on geothermal development activities.
- The New Law introduces different licences for direct and indirect utilization<sup>3</sup>. Indirect utilization (i.e. producing electricity) requires a Geothermal Licence (Izin Panas Bumi), which is issued by the central Government.
- New restrictions on the transfer of licenses and shares in entities holding such licenses

The Environmental Protection and Management Law (Law 32/2009; formerly the Environmental Management Act 23/1997) provides the overarching framework for Indonesian environmental legislation. Law 32/2009 is intended to strengthen the authority of the Ministry of Environment (MoE) and other provincial agencies to enforce environmental regulations. It is also intended to clarify ambiguities over levels of authority introduced with regional autonomy. Law 32/2009 requires the preparation, for certain development projects, of an environmental impact assessment (AMDAL) or environmental management and monitoring plan (UKL/UPL) with approval by the AMDAL Appraisal Commission (Komisi Penilai AMDAL).

Law 32/2009 has the following key provisions relevant to the Project:

- The AMDAL or UKL/UPL will be presented to the AMDAL Appraisal Commission for approval. (Article 29). The AMDAL document will be evaluated by the AMDAL Appraisal Commission established by the Minister, Governor, or Regent/Mayor based on their authority which is primarily based on the area covered by the Project, e.g. If it covers two provinces then it would be the Environmental Minister;

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<sup>3</sup> Direct utilization is geothermal resource utilization for purposes other than for producing electricity, such as tourism, agribusiness or industry. Indirect geothermal utilization is geothermal resource utilization for electricity generation.



- Every business or project that requires an AMDAL or UKL/UPL must have an Environmental Permit issued by the Minister, Governor or Regent/Mayor. (Article 36);
- The government shall request parties responsible for business and/or activity to conduct an environmental audit in the framework of enhancing environmental performance. (Article 48);
- The Minister shall require environmental audits for certain businesses and/or activities which pose a high level of risk to the environment; and/or parties responsible for businesses and/or activities which fail to comply with the legislation. (Article 49). It should be noted that this is at the ministerial level;
- The Minister may supervise the compliance of parties if the government considers serious violations to have occurred. (Article 71);
- Investigators within government institutions in charge of environmental protection and management are authorised to act to investigate environmental crimes (Article 94).

## **D.2.2 Land acquisition and compensation legislation**

### **D.2.2.1 Law on Land Acquisition No.2/2012**

On January 14, 2012, the Government of the Republic of Indonesia (GoI) issued Law No.2 of 2012 on Land Procurement for Development in the Public Interest ('Land Acquisition Law') in order to help secure land for infrastructure projects to aid the country's economic development. This law provides for a process of land acquisition that should take less than two years. The GoI subsequently issued Presidential Regulation No.71 of 2012 concerning Land Procurement Procedures for Development and the Public Interest ('Perpres 71/2012') as an implementing regulation of the Land Acquisition Law<sup>4</sup>. Perpres 71/2012 prescribes legally defined time periods for each stage of the land acquisition process. The Land Acquisition Law and Perpres 71/2012 are intended to promote good planning and legal certainty as well as fair compensation. Under the new law compensation may be in the form of money, replacement land, resettlement, stock ownership, or other forms as agreed between the affected persons and the expropriating body.

Perpres 71/2012 is amended by Presidential Decree No. 30 of 2015, which introduces a procedure for private investment during the land acquisition process. The new regulation also enables infrastructure projects at any stage in their development to make use of the Land Acquisition Act; the Act can now be applied to projects that commenced prior to its introduction providing that 75% of the necessary land has already been acquired. The 2015 amendment also introduces greater transparency regarding compensation payments to land owners and the introduction of a strict timetable for the completion of the land acquisition process.

#### **D.2.2.2 Compensation for Assets under the Right of Way**

Peraturan Menteri Energi Dan Sumber Daya Mineral (ESDM) No.38/2013 which replaces the previous Permen ESDM No.975/1999 covers compensation for assets under the right of way of transmission line with an operating voltage of between 35kV and 245kV (SUTT) and greater than 245kV transmission line

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<sup>4</sup> The Land Acquisition Law and Perpres 71/2012 also have a technical implementation guide: 'Peraturan Kepala Badan Pertanahan Nasional No.5/2012'.



(SUTET). This law stipulates that valuations must be carried out by the Office of Appraisal Services and independent professionals who can perform assessments of market value for land, buildings and plants. Consultation requirements, inventory activities, calculation of compensation and compensation payment procedures are all outlined within the law.

### **D.2.3 Customary land and territories legislation**

The Second and Third Amendments to the 1945 Indonesian Constitution ensure state recognition and respect for societies that live by customary law (i.e. according to the customs or usual practices of the indigenous communities). The People's Consultative Assembly Decree No 9/2001 on Agrarian Reform and Natural Resources Management further acknowledges societies that live by customary law with respect to agrarian reform and the management of natural resources, while the Basic Agrarian Law No 5/1960 and Indonesian Forestry Act No 41/1999 both regulate customary law on land, water, and forests. The Constitutional Court in May 2013 affirmed the constitutional rights of Indigenous Peoples to their land and territories including their collective rights over customary forest.

While Indonesia is a signatory to the UN Declaration on the Rights of Indigenous Peoples (UNDRIP), Indonesian laws generally do not make explicit reference to Indigenous Peoples, instead using various terms to refer to them such as masyarakat suku terasing (alien tribal communities), masyarakat tertinggal (neglected communities), masyarakat terpencil (remote communities), masyarakat hukum adat (customary law communities) and, more simply, masyarakat adat (communities governed by custom) .

In summary, Customary (adat) or indigenous lands are recognized, but only on the condition that their use is not in conflict with national interests. In rural areas of the outer islands, land certificates are not the norm; rather, land rights are recognized traditionally and informally within and among local and/or indigenous communities.



### D.3 International standards and guidelines

The international guidelines applicable to this review are the ADB Safeguard Policy Statement (2009) and specifically Safeguard Requirement 2 (Involuntary Resettlement) and Safeguard Requirement 3 (Indigenous Peoples). The policy principles and triggers of these requirements are described in more detail in the following subsections.

#### D.3.1 Asian Development Bank Safeguard Policy Statement

In 2009 ADB produced their Safeguard Policy Statement (SPS), which builds upon and supersedes their previous three safeguard policies on Environment, Involuntary Resettlement and Indigenous Peoples. The SPS applies to all ADB-supported projects; it aims to integrate sound environmental and sustainability considerations into all project decision making processes.

The three previous safeguard policies are now referred to as Safeguard Requirement 1 to 3 respectively. The scope of this social compliance audit is specifically Safeguard Requirement 2 and 3, as described in Table D.1.

##### D.3.1.1 Project categorisation

The SPS requires each project to be assigned to one of four categories depending on its potential to have significant adverse impacts. The categories are defined as follows:

- **Category A.** A proposed project is classified as category A if it is likely to have significant adverse impacts that are irreversible, diverse, or unprecedented. These impacts may affect an area larger than the sites or facilities subject to physical works. An environmental impact assessment is required.
- **Category B.** A proposed project is classified as category B if its potential adverse impacts are less adverse than those of category A projects. These impacts are site-specific, few if any of them are irreversible, and in most cases mitigation measures can be designed more readily than for category A projects. An initial environmental examination is required.
- **Category C.** A proposed project is classified as category C if it is likely to have minimal or no adverse impacts. No environmental assessment is required although environmental implications need to be reviewed.
- **Category FI.** A proposed project is classified as category FI if it involves investment of ADB funds to or through a FI (paras. 65-67).

##### D.3.1.2 Covenants

With regards to loan agreements, ADB Safeguard Policy Statement defines responsibilities for ADB as well as the borrower / client. Borrowers/clients are required to implement safeguard measures and relevant safeguard plans, as provided in the legal agreements, and to submit periodic monitoring reports on their implementation performance. ADB will require borrowers/clients to:

1. Establish and maintain procedures to monitor the progress of implementation of safeguard plans



2. Verify the compliance with safeguard measures and their progress toward intended outcomes
3. Document and disclose monitoring results and identify necessary corrective and preventive actions in the periodic monitoring reports
4. Follow up on these actions to ensure progress toward the desired outcomes
5. Retain qualified and experienced external experts or qualified NGOs to verify monitoring information for projects with significant impacts and risks
6. Use independent advisory panels to monitor project implementation for highly complex and sensitive projects
7. Submit periodic monitoring reports on safeguard measures as agreed with ADB.

ADB is required to monitor the project's ongoing performance against the commitments agreed in legal documents.



Table D.1: Overview of ADB Safeguard Requirements

	Objective	Scope and triggers	Policy principles
2: Involuntary Resettlement	To avoid involuntary resettlement wherever possible; to minimize involuntary resettlement by exploring project and design alternatives; to enhance, or at least restore, the livelihoods of all displaced persons in real terms relative to pre-project levels; and to improve the standards of living of the displaced poor and other vulnerable groups.	The involuntary resettlement safeguards covers physical displacement (relocation, loss of residential land, or loss of shelter) and economic displacement (loss of land, assets, access to assets, income sources, or means of livelihoods) as a result of (i) involuntary acquisition of land, or (ii) involuntary restrictions on land use or on access to legally designated parks and protected areas. It covers them whether such losses and involuntary restrictions are full or partial, permanent or temporary.	<ul style="list-style-type: none"> <li>Screening</li> <li>Carry out meaningful consultations, paying particular attention to vulnerable groups</li> <li>Improve or at least restore the livelihoods of all displaced persons</li> <li>Provide physically and economically displaced persons with needed assistance</li> <li>Improve the standards of living of the displaced poor and other vulnerable groups, including women, to at least national minimum standards.</li> <li>Develop procedures in a transparent, consistent and equitable manner if land acquisition is through negotiated settlement</li> <li>Ensure that displaced persons without titles or recognizable legal rights to land are eligible for resettlement assistance and compensation of non-land assets</li> <li>Prepare a resettlement plan</li> <li>Disclose a draft resettlement plan</li> <li>Conceive and execute involuntary resettlement as part of a development project or program</li> <li>Pay compensation and provide other resettlement entitlements before physical or economic displacement</li> <li>Monitor and assess resettlement outcomes.</li> <li>Disclose monitoring reports</li> </ul>
	To design and implement projects in a way that fosters full respect for Indigenous Peoples' identity, dignity, human rights, livelihood systems, and cultural uniqueness as defined by the Indigenous Peoples themselves so that they (i) receive culturally appropriate social and economic benefits, (ii) do not suffer adverse impacts as a result of projects, and (iii) can participate actively in projects that affect them.	The Indigenous Peoples safeguards are triggered if a project directly or indirectly affects the dignity, human rights, livelihood systems, or culture of Indigenous Peoples or affects the territories or natural or cultural resources that Indigenous Peoples own, use, occupy, or claim as an ancestral domain or asset. The term Indigenous Peoples is used in a generic sense to refer to a distinct, vulnerable, social and cultural group possessing the following characteristics in varying degrees: (i) self-identification as members of a distinct indigenous cultural group and recognition of this identity by others; (ii) collective attachment to geographically distinct habitats or ancestral territories in the project area and to the natural resources in these habitats and territories; (iii) customary cultural, economic, social, or political institutions that are separate from those of the dominant society and culture; and (iv) a distinct language, often different from the official language of the country or region. In considering these characteristics, national legislation, customary law, and any international conventions to which the country is a party will be taken into account. A group that has lost collective attachment to geographically distinct habitats or ancestral territories in the project area because of forced severance remains eligible for coverage under this policy.	<ul style="list-style-type: none"> <li>Screening</li> <li>Undertake a culturally appropriate and gender-sensitive social impact assessment</li> <li>Undertake meaningful consultations with affected Indigenous Peoples (IPs) communities and concerned IPs organisations</li> <li>Ascertain the consent of affected IPs communities for the Project activities</li> <li>Avoid, to the maximum extent possible, any restricted access to and physical displacement from protected areas and natural resources.</li> <li>Prepare an Indigenous Peoples plan (IPP) that is based on the social impact assessment with the assistance of qualified and experienced experts</li> <li>Disclose a draft IPP</li> <li>Prepare an action plan for legal recognition of customary rights to lands and territories or ancestral domains</li> <li>Monitor implementation of the IPP using qualified and experienced experts</li> <li>Disclose monitoring reports</li> </ul>

Source: Mott MacDonald, adapted from ADB SPS 2009



## Appendix E. List of individuals and organisations consulted

### E.1 Internal stakeholder consultation

The following Supreme Energy/SEML personnel were present during our site visit and were directly consulted:

- Andreas Avelinus Dwi Hartono
- Arief Tarunaprawira (Supreme Energy Senior SHE Manager)
- Caspar Ziegler (Project Engineer)
- Erwin Patrisa Floris (Head of Community Relations and Affairs, Act.)
- Ismoyo Argo (Manager of Business Relations)
- Paul Taylor (Muara Laboh Project Manager)

In addition, the environment and social team from PT Greencap and specialist biodiversity survey team were consulted during the site visit.

### E.2 External stakeholder consultation

The following relevant individuals and organisations were consulted during the site visit:

- Pak 'Zukfi', Wali Nagari (village head) of Pauh Duo Nan Batigo desa (village)
- Pak Joni Ludianto, Wali Nagari (village head) of Alam Pauh Duo desa (village)
- Pak 'Juliadi', local Ninim Mamak (elected traditional Adat leader)
- 3 x Local landowners
- Local Postu (health clinic) workers
- Ibu Tati – local recipient of CSR embroidery training programme
- Pk 'Pkani', Kerpala (head) of Taratak Tinggi Jorong (hamlet)
- Pk. Yulian Efi, Solok Selatan Regency Secretary

Full details of these meetings including dates, locations, issues and concerns raised and responses given are provided in Table E.1.

Table E.1: Individuals and organisations consulted during the site visit

	Individual / organisation name	Date and location of meeting	Issues and concerns raised	Responses made
4	Pak 'Zukfi', Wali Nagari (village head) of Pauh Duo Nan Batigo desa (village)	1 June, 2016, Walli Nagari local government office	Supportive of project to address power shortages. People have been positively impacted by land acquisition to date. Concerned about potential population influx impacts from expansion. Keen for CSR to investments to continue and scale up.	MM: we will provide recommendations to revise ESHIA to address potential influx impacts
5	Pak Joni Ludianto, Wali Nagari (village head) of Alam Pauh Duo desa (village)	1 June, 2016, Walli Nagari local government office	Supportive of project Wants more info about construction activity schedule and CSR implementation timeline?	A stakeholder engagement plan is being prepared and once it is ready it will be implemented and information will be disclosed on construction activities



	Individual / organisation name	Date and location of meeting	Issues and concerns raised	Responses made
				prior to the commencement.
6	Pak 'Juliadi', local Ninim Mamak (elected traditional Adat leader)	1 June, 2016, Walli Nagari local government office	Everyone speaks Minang they have a common heritage. However, Minang people are not treated any differently from non-Minang people in society or are they affected any differently by the Project. No concerns about the Project, traditional leaders have been involved in consultation and support the project.	Not Applicable
7	3 x Local landowners	1 June, 2016, Ujang Pata local market	Happy with compensation, money was invested in health education and purchasing new land. No concerns or issues raised. Hopes for future employment opportunities for children.	SEML explained that there will be a preference for local people in employment subject to appropriate skills.
8	Local Postu (health clinic) workers	1 June, 2016, Alam Pauh Dua Postu (clinic)	Fears about potential health impacts and whether the project will have similar effects to the Lapindo land disturbance disaster in Surabaya?	There is no risk of a Lapindo incident with this Project as they are not drilling for petrochemicals. This will be emphasised in the revised ESHIA.
9	Ibu Tati – local recipient of CSR embroidery training programme	1 June, 2016, Alam Pauh Duo village house	Trainers brought to the village by SEML in 2012 to train 20 women. Very successful, now has her own business providing economic empowerment for her and control over household finances	Not Applicable
10	Pk 'Pkani', Kerpala (head) of Taratak Tinggi Jorong (hamlet)	1 June, 2016, Alam Pauh Duo village house	SEML has a good relationship with the community who knows how to raise grievances which are addressed by SEML.	Not Applicable
11	Pk. Yulian Efi, Solok Selatan Regency Secretary	2 June, Regency office, Padang Aro Town	Very supportive of the Project, only concern is that it may not go ahead!? Keen for the public consultation to start to announce commencement. No adverse environmental impacts were evident in exploration. All of the positive impacts experienced and expected are beneficial, i.e. electricity, and CSR investment. PLN will make sure local supply is adequate before rolling out distribution networks. Supply is to be provided primarily by 2 HEP projects, and the ML Geothermal project is expected to contribute also. Existing plan is to construct a new switchyard at Gunung Pasir Kecamatan and to distribute from here, however, discussions are underway about potentially relocating this to the ML: geothermal camp.	SEML explained consultation will commence after Ramadan and in early July they will go from Mosque to Mosque to disclose information.

Source: Mott MacDonald



## Appendix F. Involuntary Resettlement Categorisation Checklist

Table F.1: Involuntary Resettlement Categorisation Checklist

Probable Involuntary Resettlement Effects	Yes	No	Not Known	Remarks
<b>Involuntary Acquisition of Land</b>				
1. Will there be land acquisition?	✓			<p>All lands required for the project, with the exception of the lands required for siting the 14 transmission line towers have been acquired by SEML. Involuntary acquisition of lands is not expected. SEML has procured all lands till date adopting negotiated land acquisition, and will adopt the same process for the land acquisition for the transmission towers.</p> <p>Well pads, access roads, power plant and supporting facilities. A total of 141.8 ha of lands in Pauh Duo Subdistrict, Solok Selatan regency, have been acquired for the project by SEML between 2011 and 2015. All lands procured for the project are state controlled lands, categorized as free lands, and was formerly part of a tea plantation run by Peconina Corporation that ceased operations upon expiry of their cultivation rights in the late 1990s. These lands were procured through negotiated land acquisition from the 221 households utilizing the lands for cultivation purposes and involuntary acquisition of land is not triggered.</p> <p>Transmission line connecting power plant to the substation. Land acquisition for the 3.2 km transmission line connecting the power plant to the substation will be carried out within state owned lands adopting the process of negotiated land acquisition.</p>
2. Is the site for land acquisition known?	✓			<p>The land acquisition is completed for all project components except the 3.2 km transmission line.</p> <p>The transmission line alignment connecting the substation with the power plant site is known.</p>
3. Is the ownership status and current usage of land to be acquired known?	✓			<p>The lands along the proposed alignment are state controlled lands, categorized as free lands, and were formerly part of a tea plantation and have been utilized for cultivation by communities. The footprints of the towers will be identified after completion of the engineering designs.</p>
4. Will easement be utilized within an existing Right of Way (ROW)?		✓		<p>To be determined / clarified by PLN for the transmission line, however it is not expected.</p>
5. Will there be loss of shelter and residential land due to land acquisition?		✓		<p>Loss of residential structures or residential lands not expected, as the usage of the lands for the project is for cultivation purposes only, and the households do not live within the project area.</p>
6. Will there be loss of agricultural and other productive assets due to land acquisition?	✓			<p>Most of the lands required for the project were used for orange plantations. In addition to orange plantations, coffee plants and paddy fields were also prevalent in the project area and were impacted.</p>
7. Will there be losses of crops, trees, and fixed assets due to land acquisition?	✓			



Probable Involuntary Resettlement Effects	Yes	No	Not Known	Remarks
8. Will there be loss of businesses or enterprises due to land acquisition?		✓		There are no businesses or commercial establishments within the lands required for siting the project components.
9. Will there be loss of income sources and means of livelihoods due to land acquisition?	✓			Loss of income sources to the 221 affected households, due to the loss of lands. Compensations higher than the replacement value provided by SEMML for the loss of lands and agricultural assets, together with the opportunities provided by SEMML to the affected persons as part of implementation of the Integrated Social Development Program (ISDP) will ensure that the livelihood losses are minimal and the affected persons are not worse off due to the land acquisition.
<b>Involuntary restrictions on land use or on access to legally designated parks and protected areas</b>				
10. Will people lose access to natural resources, communal facilities and services?		✓		
11. If land use is changed, will it have an adverse impact on social and economic activities?		✓		
12. Will access to land and resources owned communally or by the state be restricted?		✓		
<b>Information on Displaced Persons:</b>				
<b>Any estimate of the likely number of persons that will be displaced by the Project?</b> [ ] No [X] Yes				
<b>If yes, approximately how many?</b> 202 households – no socioeconomic survey undertaken so total AP no. not known				
<b>Are any of them poor, female-heads of households, or vulnerable to poverty risks?</b> [ ] No [ ] Yes TO BE ASSESSED				
<b>Are any displaced persons from indigenous or ethnic minority groups?</b> [ ] No [X] Yes				
Majority are Minang peoples, which meet some of the ADB definition of IPs in terms of self-identification, language and institutions, but importantly they do not have collective attachment to the land, they are not a minority in the area, and are not considered a vulnerable group, as such SR3 requirements are not triggered.				



## Appendix G. Indigenous Peoples Categorisation Checklist

Table G.1: Indigenous Peoples Categorisation Checklist

Key concerns (please provide elaborations in the remarks column)	Yes	No	Not Known	Remarks
<b>A. Indigenous Peoples Identification</b>				
1. Are there socio-cultural groups present in or use the project area who may be considered as 'tribes' (hill tribes, scheduled tribes, tribal peoples), 'minorities' (ethnic or national minorities), or 'indigenous communities' in the project area?	✓			The project is being developed on lands that are state controlled and categorized as free lands. The project area is not part of any traditional lands or lands with customary rights. The households, informally using the project area, for cultivation purposes, are predominantly Minangkabau, otherwise known as or Minang, a collective term used to identify a number of ethnic groups predominantly found in West Sumatra, Indonesia.
2. Are there national or local laws or policies as well as anthropological researches/studies that consider these groups present in or using the project area as belonging to 'ethnic minorities', scheduled tribes, tribal peoples, national minorities, or cultural communities?		✓		There are online resources providing maps of all indigenous peoples in Indonesia and they show Minang groups as being in the Solok Selatan regency, in which the project is located. However, the project area does not include any traditional lands or lands with customary rights.
3. Do such groups self-identify as being part of a distinct social and cultural group?	✓			The affected households and the Adat (traditional tribal leaders), either identified themselves as Minang, or recognized others in the area as such.
4. Do such groups maintain collective attachments to distinct habitats or ancestral territories and/or to the natural resources in these habitats and territories?		✓		The households using the project area are not native to the project area and have moved into the area after the closure of operations of the tea plantations, after 1990s. None of the households maintain collective attachments or claim the project area as their ancestral territories. Traditional lands held by the Minang are located in the Jorong Panijuan, Jorong TR Bukareh and none of these traditional lands will be utilized for the project.
5. Do such groups maintain cultural, economic, social, and political institutions distinct from the dominant society and culture?	✓			The Minang population in the project area is integrated into mainstream society and has the same access to all Indonesian institutions as other ethnicities. However, there are Minang Adat elder/traditional council representatives in the affected communities and they have parallel Adat institutions.
6. Do such groups speak a distinct language or dialect?	✓			The first language of the communities in the project area Minang. The language is so dominant in the area that migrant settlers had learnt Minang upon arriving in the area.
7. Has such groups been historically, socially and economically marginalized, disempowered, excluded, and/or discriminated against?		✓		Minang people have equal rights and opportunities as other ethnicities.
8. Are such groups represented as 'Indigenous Peoples' or as 'ethnic		✓		The Nagari government system – different from the national Desa system – is distinct to all of



Key concerns (please provide elaborations in the remarks column)	Yes	No	Not Known	Remarks
minorities' or 'scheduled tribes' or 'tribal populations' in any formal decision-making bodies at the national or local levels?				West Sumatra, not just the Minang communities.
<b>B. Identification of Potential Impacts</b>				
9. Will the project directly or indirectly benefit or target Indigenous Peoples?		✓		It will benefit the general Minang populations who meet some of the ADB criteria for IPs (i.e. self-identification, distinct language, Adat (traditional) representatives. However it will not directly impact any hill tribes or distinct minority groups as it is not situated on or will restrict access to their land and cultural heritage.
10. Will the project directly or indirectly affect Indigenous Peoples' traditional socio-cultural and belief practices? (e.g. child-rearing, health, education, arts, and governance)		✓		
11. Will the project affect the livelihood systems of Indigenous Peoples? (e.g. food production system, natural resource management, crafts and trade, employment status)		✓		
12. Will the project be in an area (land or territory) occupied, owned, or used by Indigenous Peoples, and/or claimed as ancestral domain?		✓		
<b>C. Identification of Special Requirements. Will the project activities include:</b>				
13. Commercial development of the cultural resources and knowledge of Indigenous Peoples?		✓		
14. Physical displacement from traditional or customary lands?		✓		
15. Commercial development of natural resources (such as minerals, hydrocarbons, forests, water, hunting or fishing grounds) within customary lands under use that would impact the livelihoods or the cultural, ceremonial, spiritual uses that define the identity and community of Indigenous Peoples?		✓		
16. Establishing legal recognition of rights to lands and territories that are traditionally owned or customarily used, occupied or claimed by indigenous Peoples?		✓		
17. Acquisition of lands that are traditionally owned or customarily used, occupied or claimed by indigenous peoples?		✓		