

Resettlement Plan – Land Acquisition Report

Project Number: 51112-001
March 2019

INO: Jawa-1 Liquefied Natural Gas-to-Power Project

Prepared by PT Jacobs Group Indonesia for PT Jawa Satu Power

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PLTGU Jawa 1 Independent Power Project

Land Acquisition Audit

AI014700-500-NP-RPT-0001 | 4

March 2019

Jawa Satu Power



Project Name

Project No: AI04700
 Document Title: Land Acquisition Audit
 Document No.: AI014700-500-NP-RPT-0001
 Revision: 4
 Date: 27 March 2019
 Project Manager: Martin Wibowo
 Author: David Crosbie
 File Name: AI014700-500-NP-RPT-0001_4 Land Acquisition Audit Report_20190327.docx

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Document history and status

Revision	Date	Description	By	Review	Approved
0	11/12/18	Land Acquisition Audit – Draft for discussion with JSP	D Crosbie	D Burgdorf	M Wibowo
0	03/01/18	Draft for ADB review	D Crosbie	D Burgdorf	M Wibowo
1	01/02/19	Revised based on ADB comments	D Crosbie	B. Harimundarti	M Wibowo
2	15/02/19	Update based on meeting 15 Feb 2019 between JSP-ADB-Jacobs	D Crosbie	B. Harimundarti	M Wibowo
3	11/03/2019	Update on CAP based on JSP comment 11 Mar 2019	D Crosbie	B. Harimundarti	M Wibowo
4	22/03/2019	Final – incorporating ADB review on 21 Mar 2019	D Crosbie	M Wibowo	M Wibowo
4A	27/03/2019	Final	D Crosbie	M Wibowo	M Wibowo

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Important note about your report

The sole purpose of this report and the associated services performed by Jacobs is to provide a high-level assessment of the environmental and social documentation provided for the proposed Jawa-1 Project in Cilamaya, West Java, Indonesia in accordance with the scope of services set out in the contract between Jacobs and the Client. That scope of services, as described in this report, was developed with the Client.

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Jacobs confirm that, to the extent possible in the time and with the information available, the due diligence study results have been determined in an independent and unbiased fashion and represent our technical judgements of the technical aspects of the proposed project.

Conflict of interest: Jacobs is not aware of any potential conflicts of interest in performing its role as Lenders' Environmental and Social Consultant as per the proposed Scope of Work.

Executive Summary

This report is the Land Acquisition Audit (herewith in the Audit) and subsequent Corrective Action Plan (CAP) prepared for the PLTGU Jawa 1 independent power project, hereafter referred to as the Project. The report presents the findings of the audit which was prepared by the independent consultancy firm Jacobs in October 2018, (and revised in February 2019 upon comments from ADB) who have acted as the Lenders Advisor on this project. The audit undertaken by Jacobs will assist the Project to meet the Asian Development Bank (ADB) social safeguard requirements, namely safeguard Requirement 2 (involuntary resettlement Safeguards).

PT Pertamina (Persero), Sojitz Corporation and Marubeni Corporation (hereafter referred to as the 'Sponsors') have an agreement to develop this Independent Power Producers (IPP) Project via the project company named PT. Jawa Satu Power (JSP). The project is seeking finance from a consortium of lenders which includes the Asian Development Bank (ADB) Japan Bank for International Corporation (JBIC), Nippon Export and Investment Insurance (NEXI) and a few commercial banks represented by Société Générale.

The total amount of land required for the project is approximately 2,684,969¹ m² (268.4 hectares). This Audit excludes the additional land required around the shoreline area as revised by JSP in October 2018. The land required includes differing land user types including private land owners, state owned enterprises, communal village land, as well as land leased from private entities (Pertagas) and land that is subject to restrictions on its use, imposed by the transmission line right of way.

The amount of land to be permanently acquired for the project is 762,671m² to allow for land in and around the tower footings of the transmission line, the jetty and pump house the on-shore pipe, access road, substation and the power plant. The total amount of land leased to date is 180,000 m², however this excludes temporary laydown areas for the onshore pipeline construction; laydown areas for the access road and for the transmission line construction, as these locations and amounts are generally decided during the construction stage and based on ease of access. The total amount of land required for the land use and land access restriction is 1,742,298m².

By rerouting the transmission lines 45 times the project design has purposefully avoided physical displacement of people, yet there is economic displacement as the project design has impacted 125 private owners and 23 land users through land acquisition and a further 724 land owners who are affected by having their land under the transmission line Right of Way (RoW). The final figure of land owners and land users affected by land acquisition will be modified and adjusted upon the completion of the surveys in the coastal area (see recommendations table) as a minor modification of the project design, has meant the acquisition of further land in the coastal area, 22 land owners more than doubling the current number.

JSP in partnership with Kwarsa has conducted a consultation, land acquisition and land restriction process to ADB safeguard standards, which is evident from the Resettlement Plan prepared by ERM in June 2018. The consultation process provided meaningful consultation with stakeholders. The land acquisition process and payments to those under the transmission line has been expeditious which has allowed JSP to deliver compensation with efficacy.

Under the 15 ADB SR2 principles listed in Table 4-2, the project is compliant against ADB SR2. Whilst the project is compliant to the identified principles, there are three thematic areas that would *enhance* the delivery of the project against SR2. These thematic areas refer to delivery of compensation to all affected parties - to ensure that outstanding payment of compensation is made. This recognises that either absent land owners, missing documentation or a delay of the formal land certification process, which is attributable to external national government process rather than the project, explains why JSP has been unable to fully compensate all affected parties. Thus, measures to enhance the CAP suggest establishing a database with appropriate documentation management. Finally, a measure to ensure the CAP considers the revaluation of PJT2 land if compensation cannot be disbursed by JSP within 24 months. These three thematic areas embedded within the CAP would 'enhance' the delivery of the project.

¹ As of June 2018. This does not include the additional land required around the shoreline area as required by JSP from October 2018.

A separate list of 'recommendations' has been produced covering six thematic areas for future monitoring. Whilst the itemised recommendations in chapter six do not fall under the compliance of this Audit, JSP should consider them as they will be used as a key indicator for the next external audit in 5-6 months-time.

Table 1-1: CAP to enhance compliance against ADB SR2

#	Topic	Deliverable / KPI	Responsibility	Timeline to Resolve	Est. budget
1	Compensation	<p>a. JSP to provide 100% payment (<i>kwitansi</i>) to all land owners under tower footings and coastal areas and 100% payment of compensation for land owners under the transmission line.</p> <p>b. The names of the Land owner (in the land certificate) must match with the RoW deeds for the outstanding residential plots.</p> <p>c. Transaction documentation completed. Payment to village land must be made and notarised. Recognizing discrepancies often occur within the land title transfer documentation process within Indonesia, JSP will undertake efforts to match the name of the land title certificate with the RoW deeds. In cases where the title of the deed does not match with the name of the land owner, or where it is not possible to provide alignment between land title and land owner names, supporting documentation and adequate reasons must be provided to justify such a situation. This will be recorded (as per item #2 and #3 in the CAP).</p> <p>d. Regarding outstanding compensation for the PJT2 lands, JSP will follow the applicable regulations for compensation to PJT2 lands in discussion with the relevant government authorities.</p>	JSP/Kwarsa	Before construction of the relevant sections commences	JSP internal resources
2	Monitoring	<p>a. Database: Subject to discussion with landowners and BPN (to provide supporting documentation), a consolidated</p>	JSP /Kwarsa	Before 15 June 2019	JSP internal resources

		<p>comprehensive database and consistent records of those Affected households from the land acquisition and RoW transmission line needs to be created, or maintained</p> <p>b. Documentation Management: There needs to consistency and alignment in land owner records. Correct file names of land owners to show alignment with APH* and SHGB*. Justification on documentation to be provided where the land title differs from land owner names</p> <p>c. The following are to be well documented:</p> <ul style="list-style-type: none"> • compensation payments received, • legal documents notarised.. • Consistency in land sizes of land owner in the documentation provided and the SHGB • File names corrected (justification and documentation to be provided where the land title differs from land owner names). • Information in the RP updated. • Community liaison officer is commissioned and employed 			
3	Valuation	<p>Regarding outstanding compensation for the PJT2 lands, JSP will follow the applicable regulations for compensation to PJT2 lands in discussion with the relevant government authorities.</p> <p>Subject to the discussion with relevant government authorities, if compensation has not been disbursed 24 months from when the assets were originally valued, it is recommended that JSP update the valuation for the land owned by PJT2. If compensation has been paid prior to April 2020 no revaluation is required.</p>	Independent appraiser	April 2020	JSP internal resources

1. Introduction

1.1 Overview

The land acquisition audit report is prepared for the PLTGU Jawa 1 independent power project, hereafter referred to as the Project. The report presents the findings of the audit which was prepared by the independent consultancy firm Jacobs, who have acted as the Lenders Advisor on this project. The audit undertaken by Jacobs will assist the Project to meet the Asian Development Bank (ADB) social safeguard requirements, namely safeguard Requirement 2 (involuntary resettlement Safeguards). The Audit will complement the requirements established by the Equator Principle Banks (JBIC and NEXI) as well supporting the principles established under IFCs Performance Standard 5 (Land Acquisition and Involuntary Resettlement).

State owned enterprise (PT PLN) largely dominate the Indonesian electricity market. However, opportunities for the private sector to both operate and implement in the electricity production and distribution as Independent Power Producers (IPPs) does exist. From this basis, PT Pertamina (Persero), Sojitz Corporation and Marubeni Corporation (hereafter referred to as the 'Sponsors') have an agreement to develop this IPP Project via the project company named PT. Jawa Satu Power (JSP).

The project is seeking finance from a consortium of lenders which includes the Asian Development Bank (ADB) Japan Bank for International Corporation (JBIC), Nippon Export and Investment Insurance (NEXI) and a few commercial banks represented by Société Générale.

The total amount of land required for the project is approximately 2,684,969 m² (268.4 hectares)². The land required includes differing land user types including private land owners, state owned enterprises, communal village land, as well as land leased from private entities (Pertagas) and land that is subject to restrictions on its use, imposed by the transmission line right of way. Additional land will be required in the coastal areas to accommodate for the access road.³

The amount of land to be permanently acquired for the project is 762,671 m² (76.2 hectares) for land in and around the tower footings of the transmission line, the jetty and pumphouse the on-shore pipe, access road, substation and the power plant. The permanent acquisition of land will affect 131 land owners and 63 land users.

As well as land being permanently acquired, land will be leased for the project. The total amount of land leased to date is 180,000 m², however this does not include laydown areas for the onshore pipeline construction; laydown areas for the access road and for the transmission line construction.⁴

As of November 2018, the total amount of land required for the land use and land access restriction is 1,742,298 m² (174 ha) which will affect 726 land owners, including 724 individuals and 2 government entities.

By rerouting the transmission lines 45 times the project design has purposefully avoided physical displacement of people, properties and excessive compensation requests from potentially affected households. Affected assets under the transmission line vary from household properties to a prayer room, (*musholla*), fishponds, graveyard as well as trees. The vertical clearance zone depends on land use and ranges from as low as 8.5 metres up to 18 metres for land use such as public fields.

The process of identifying specific plots for land acquisition and land affected through the right of way began at different periods depending on the location of the acquisition or restriction. Each section began at different

² As of June 2018. The 268 hectares does not include the additional land required around the shoreline area which was stated to the Consultant by JSP in November 2018 that additional land is required

³ As footnote (2) above

⁴ Worker accommodation will be managed by the EPCs sub contractors. Accommodation is to be located in nearby villagers using existing accommodation.

periods. For instance, the process for acquisition largely began in April 2017. The consultation for land acquisition, to determine the price for individual plots lasted approximately two or three months. A Resettlement Plan was produced as part of the ESIA to consolidate the impacts of acquisition and the restriction process up to the period 25th May 2018. The resettlement plan was publicly disclosed in June 2018. The purpose of the RP is to meet ADB social safeguard requirement 2 (SR2), on involuntary resettlement safeguards, as well as JBIC and NEXI E&S requirements and the IFC performance standard 5 (land acquisition and involuntary resettlement).

During the Land Acquisition Audit field survey completed by Jacobs in October 2018, it was apparent that additional land plots would be required. Extra plots are required for the access road, as the exact Right of Way (RoW) owned by Pertamina was unknown at the time of the ESIA. Also, land thought to be owned under the existing RoW owned by Pertamina in fact turned out to be owned by private land owners that needs to be acquired. These updates will need to be recorded in a supplementary RP and monitored by external consultants during the agreed periods

Jacobs, in the capacity of lenders advisor was requested to undertake the Audit of the land acquisition process to date. The intention of the Audit is to provide an update of land acquisition to date and identify opportunities for improvement through the production of a Corrective Action Plan (CAP). Jacobs acknowledges that an update to the RP and the production of a livelihood restoration plan will be completed to meet the requirements of SR2 and our separate outputs from the Audit.

1.2 Objectives of Land Acquisition Audit

The objective of the Audit is to understand and assess the land acquisition process to date which has been conducted for Jawa 1 and the extent to which this process has complied with the requirements of ADB SR2 and the national regulations of Indonesia. The Audit is conversant of equator principle bank safeguard requirements. The process of the Audit undertook research into the following key segments:

1. A review of the consultation and stakeholder engagement process with affected persons of the Project to determine adequacy of how consultation was conducted and determine their awareness of the project and the land acquisition and compensation process. Ensure that grievances are being adequately captured and addressed.
2. A review of the land acquisition process to date and the impacts thereof. A review of the land measurement surveys which legally documented exact land area which was agreed by both seller and buyer..
3. A review of the compensation process to date on affected individuals, company and village authorities impacted by the transmission line or land acquisition for both land and affected assets.
4. Provision of matrix of compliance actions against SR2 and the corrective actions required to meet these standards for existing or proposed acquisition, consultation or compensation matters. The corrective actions will be drawn together within a corrective action plan.

1.3 Report Structure

The report is structured under the following headings:

Chapter 1: Introduction

Chapter 2: Project Description and Land Acquisition Scope

Chapter 3: Audit Scope and Methodology

Chapter 4: Audit findings

Chapter 5: Corrective Action Plan

Chapter 6: Recommendations

The following appendices are attached to the document for clarity and transparency:

Appendix A. Detail Land Restriction Review – Affected Persons & Institutions

Appendix B. Detail Land Acquisition Review

Appendix C. Schedule of Visit

Appendix D. List of Documents reviewed

Appendix E. Sample of Land Measurement Agreement

Appendix F. Sample of Compensation Agreement

Appendix G. Interview Template – Land Acquisition

2. Project Description and Land Acquisition Scope

2.1 Overview

This chapter of the report provides a succinct description of the project and location and the various project components. The chapter moves into the land acquisition impacts of the project summarising the land requirements for both permanent acquisition and restriction. The status of such impacts is provided.

2.2 Project Description and Location

The PLTGU Jawa-1 Project (the Project), consisting of proposed development of a Combined Cycle Gas Turbine (CCGT) Power Plant, a Liquefied Natural Gas (LNG) Floating Storage and Regasification Unit (FSRU) and a 500kV power transmission line and Substation. These project elements will be developed within the Subang, Karawang and Bekasi Regencies of West Java, Indonesia.

2.3 Project Components

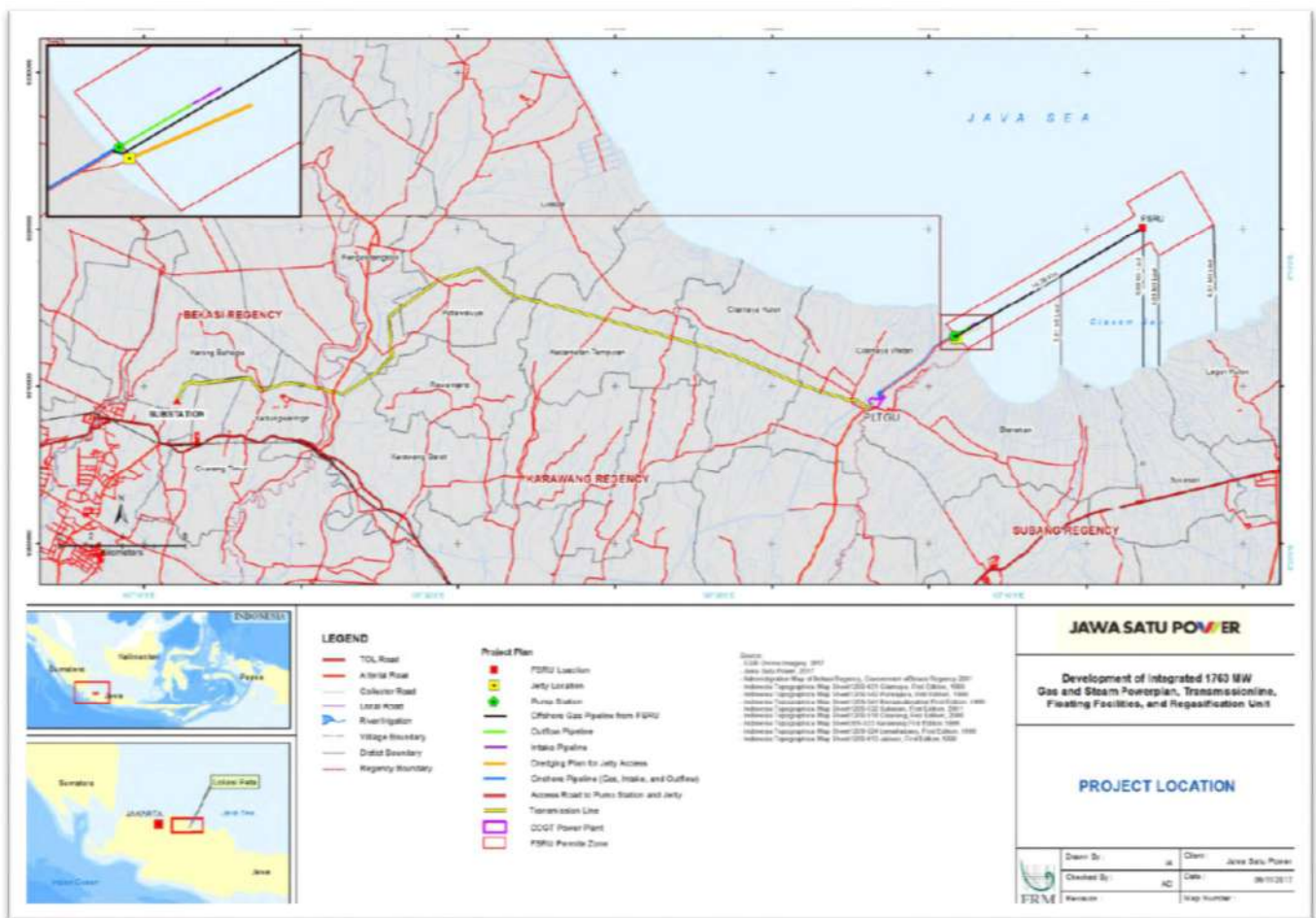
The project which is situated approximately 60km east of South Jakarta covers an expansive area from the coastline of Subang to the eastern regency of Bekasi and the peri-urban settlements of West Java.

- *Floating Storage and Regassification Unit (FSRU)*: a capacity of 82,000 metric, 295 m in length and 43 m in width will be permanently moored 9 km offshore perpendicular to the coastline of Subang Regency. The FSRU will receive LNG deliveries via carriers, mainly from BP Tangguh's LNG Carriers. The FSRU will be equipped with facilities to regasify the LNG for delivery gas via the Gas Delivery pipelines to an Onshore Receiving Facility (ORF);
- *Mooring Facilities and Unloading Platform*
- *Gas Pipelines*:
 - Subsea Gas supply pipelines approximately 14 km will deliver gas from the FSRU to the shore. This will be buried 2 metres below the surface
 - Terrestrial onshore pipeline, approximately 7 km from the landfall point on the shore front to an Onshore Receiving Facility (ORF) located at the CCGT Power Plant site. This will be buried 2 metres below the surface
- *Seawater intake and seawater discharge pipelines*: water intake will deliver seawater via gravity to a seawater pumping station located on the shore front and nearby the jetty. A seawater supply pipeline of approximately 7 km will deliver seawater from the seawater pumping station to the CCGT Power Plant.
- *Jetty* – Designed for the delivery of equipment onto site, but the structure will be kept for emergency operations and CCGT power plant maintenance.
- *1760 MW CCGT power plant and associated facilities*; occupying 36.7 Ha. This will house the gas and steam turbine buildings, heat recovery steam generators, cooling towers, a 500kV substation and associated facilities and infrastructure.
- *Housing complex* for 85 staff constructed on 12,100m² located 720 west of the Power plant.
- *500 kV Transmission line* totalling 52 km in length; to transfer electricity from the CCGT power plant to Cibatu Baru II/Sukatani substation
- *500kV Substation* located at *Cibatu Baru II/Sukatani* (Karangraharja Village, Bekasi.) connecting to the Java-Bali Grid

- **Construction and Access roads:** Construction Road: temporary road between CCGT Power Plant and shore front to deliver equipment. Access Road: 6 metre width.

The project location is shown in Figure 2.1: Project Location and Project components. The project is being developed by Jawa Satu Power (JSP) and a consortium of lenders, including the ADB who have commissioned this Land Acquisition Audit. Based on current scheduling the current project scheduling for the construction period to begin is 6th December 2018. The commercial operation date is September 2021. It is expected JSP will operate the project for 25 years.

Figure 2.1: Project Location and Project components



Source: ESIA August 2018 (ERM)

2.3.1 Early Work Activity

Several activities have been undertaken to advance the project to its current status. The national Environmental Impact Assessment process known as AMDAL was completed in June 2018. The firm PT ERM Indonesia has been responsible for this process and in the production of the ESIA and Resettlement Plan.

A number of contractors have been commissioned. The Engineering Procurement and Construction (EPC) Consortium consists of PT Meindo Elang Indah (Meindo), General Electric (GE) and Samsung C&T. The sponsors have also commissioned PT Kwarsa Hexagon (Kwarsa) to undertake land acquisition process for the transmission line right of way, tower footings, sub-station, access roads and parts of pipeline right of way and jetty.

These early works have included the near completion of the land acquisition and compensation process for which this Audit will measure. The details of the land acquisition are outlined in section 2.4 below.

2.4 Land Acquisition Overview

The land acquisition requirements were indicated in the Resettlement Plan dated April 2018 and disclosed on the ADB website in <https://www.adb.org/projects/documents/ino-51112-001-rp>. The Resettlement Plan was revised in June 2018 to consider a revision of the number of people affected by the project and of the categorisation assigned to the project.

2.4.1 Land Acquisition

The required land for the project components was identified in the RP as follows:

- Power plant
- Onshore pipe
- Access road
- Jetty and pump house
- Tower footings

The location of the tower footings, jetty and pumphouse are defined by the measurements conducted by BPN (the Indonesian Land Authority) of these areas. These measurements have been the basis on which to provide compensation.

2.4.2 Transfer of Land

Business to business transfer of land (from Pertagas to Pertamina to JSP) for the CCGT power plant

2.4.3 Land Leased

Land which will be leased for the project components are the following:

- Laydown area for onshore pipeline construction
- Laydown area for and access road for Transmission Line construction
- Land for workers camps (notably some workers will be absorbed into the villages).

Except for the onshore pipeline, land to be leased is not well defined. The laydown areas for the access road for the transmission line are not defined because these locations remain unknown until construction begins. Access is determined by the EPC contractor and is based on analysis of access points during the construction period. Thus, the assessment within this Audit is limited for leased land until the areas can be clearly identified. However, such areas, once identified, can be captured in the external consultant's monitoring report in 6 months' time. Nevertheless, it is expected that the laydown areas will be temporary and will have negligible impact.

The area for the worker camps will be leased, but the location is within immediate proximity of the CCGP power plant.

2.4.4 Restriction of land use or Restriction on land access

Restriction of land use and land access will apply to the following project components:

- Transmission line Right of Way (RoW)

Table 2-1 below provides a summary of the land required for the project, the number of land owners and users affected by temporary and permanent acquisition.

Table 2-1: Required Land for Project (October 2018)

Project Component	Private Owners			Private Entities (Pertamina)		Government Land			Total Land		
A. Land Acquired	m ²	#owners	#users	#owners	#users	m ²	#owners	#users	m ²	#owners	#users
Power plant	0	0	0	367,000	0	0	0	0	367,000	0	0
Onshore pipe and access road	10000	1	0	0	0	163,000	7	4	173,000	8	4
Jetty and pump house	0	0	0	0	0	27,000			27,000		
Tower footings of TL	115,671	124	23	0	0	0	0	0	115,671	124	23
Substation	80,000			0	0	0	0	0	80,000		
<i>Subtotal</i>	205,671	125	23	367,000	0	190,000	7	4	762,671	132	27
B. Land Leased											
Onshore pipe & permanent access road	0	0	0	180,000	0	0	0	0	180,000	0	0
Permanent access road	0	0	0		0	0	0	0		0	0
Laydown area for onshore pipeline construction	To be determined										
Laydown area for and access road for Transmission Line construction	To be determined										
Land for workers camps	N/A – using housing in the local villages										
<i>Subtotal</i>	0	0	0	180,000	0	0	0	0	180,000	0	0
C. Restriction on Land Use and or Access											
TL Right of Way (RoW)	1,612,272	724	0	2,275	0	127,751	3***	0	1,742,298	724	0
TOTAL									2,684,969	856	27

2.4.5 Land Acquisition affecting Vulnerable households

Vulnerable households were identified through the socioeconomic survey used for the RP. Vulnerable households were categorised as being part of the following criteria:

- Households with an income below the poverty line
- Landless and those without legal title to land
- Female headed households
- Indigenous People and ethnic minorities
- The elderly (65 years or older, unproductive group) as the head of household
- People with disabilities or chronic illnesses – was not part of the definition but could be considered

Table 2-2: Vulnerable households affected by the Project component

Project Component	Total AH	Total AP	Type of Vulnerable HH
Power plant	0	0	N/A
Onshore pipe and access road	0	0	N/A
Jetty and pump house	0	0	N/A
Tower footings of TL	16	64	Elderly
	2	9	Female HH
Substation	2	3	Elderly
Total	20	76	

Notably, from the above criteria is how the elderly are the dominant vulnerable group. There was no record in the socioeconomic survey of landlessness or squatters, households living below the poverty line or indigenous people affected by the project.

The total number of vulnerable people affected by land acquisition was recorded in the RP as 71 people (20 households). Yet from table 2.2. revises this figure upwards to 76 people. This figure may increase with the additional land requirements in the coastal area.

Provision for vulnerable households was established in the livelihood restoration plan which sits in the RP. A detailed LRP will be reviewed separately to this audit.

2.4.6 Land Acquisition Status / Documentation Review

As land acquisition for the tower footings is the most critical component of the Audit, in terms of applying the willing selling-willing buyer principle, it was necessary to undertake a documentation review of the completed land acquisition process, to date. The documentation review supplements interviews conducted in the field with project affected households who had land acquired for the tower footings. Documentation was provided from JSP and Kwarsa over the duration of the Audit period from October to December 2018. A 100% document review of all land owners affected by the tower footings was conducted and is detailed in Appendix B

The documentation review qualifies whether the key steps involved in the land acquisition of the tower footings and substation satisfy ADB SPS and SR2. Specifically, through the documentation review, the audit examined the following elements regarding the willing seller-willing buyer principles:

- Whether the process of negotiation through meaningful consultation was used;
- Whether land owners received fair and adequate compensation at replacement value
- How were sources of income or/and livelihoods not jeopardised
- How outstanding issues relating to land owners were captured.

The documentation review used in this Audit follows a sequential process listed below:

- 1) *A statement or evidence of willingness to sell the land:* evidence of consultation between individual land owners, Kwarsa and the village leader confirmed the owners' willingness to sell their land for the tower. Evidence reviewed was *Surat pernyataan kesediaan melepas lahan tapak tower* (outlined in Appendix D – list of documents reviewed). This document was signed by the landowner or representative of the landowner on their behalf.
- 2) *A statement of Requested land price:* After Kwarsa verification landowners proof of ownership both parties could enter a negotiation process of the price of land.
- 3) *Minutes of negotiations and agreement of land price (Berita Acara Negosiasi & Kesepakatan Harga tanah):* The minutes of the negotiation process determine the compensation amount and has been audited to ensure that willing seller-willing buyer process was consented.
- 4) Letter of Quotation (*Surat Penawaran Harga*)
- 5) *Minutes of land measurement of tower footing: Also known as Berita Acara pengukuran lahan Tapak Tower* was cross-checked for matching signatures of land owners.
- 6) *Minutes of Payment of land release / compensation of the tower site (Berita Acara pembayaran pembebasan lahan tapak tower)* Negotiations between land owner and purchaser (JSP) have been cross checked against the administrative documents required to transfer ownership, namely the ownership transfer letter (*Akta Pelepasan Hak/APH*). The APH is notarised.

Once the APH is signed by JSP, the final administrative process is the issuance of the land certificate to JSP (in the form of a building rights title / *Sertifikat Hak Guna Bangunan* (SHGB)).

All five steps of the process listed above have been cross-checked with the documents above being signed by the landowner (See Appendix B) and summarised in Table 2-3 below:

The SHGB includes a payment of income tax, and completion of data requirements for issuance of the certificate to the national land agency (BPN) in Karawang or Bekasi Regency. A final measurement by BPN team is then completed

Among the above five signed forms used to verify the willing seller-willing buyer principle, there are 130 land owners who are recorded as being affected by the land acquisition of the towers. All of them (100%) provided evidence of willingness to sell land. Some anomalies are found in the database:

- All the forms verified in column e have matched with the confirmation of land owners' names (Column f)
- Of items (1) to (5) listed above there are significant number of unsigned forms which relates to or a mismatch in the names of the signatories. This can be explained through representatives from the family of the landowner attending meetings on land landowners' behalf. In other cases, there is a mismatch in the data provide from Kwarsa over land title owners against the forms signed (the majority of these mismatch names since the draft report has been revised).
- Of items (1) to (5) listed above was also checked against the APH issued. In some cases, different names appear on the APH compared to the signatory. This is because of there are incorrect file names held by Kwarsa. This will need to be rectified. The same issue applies for the SHGB which has a mismatch of names. Document file names will need to be changed.

The final check conducted by Jacobs was to ensure the compensation provided to the landowners matched with the bank transfer agreements. As the final 20% of compensation for land acquisition was withheld until the issuance of the SHGB to JSP. All land owners received the same amount of compensation signed and agreed in the documents listed (1) to (5) and the APH. One payment has yet to go through (T-122) which can be explained through the land owner not being identified

- 125 land owners had received 100% compensation payment (*Kwitansi*). The remaining 4 landowners had received 80% payment. 1 land owner is classified as 'unknown'. The reason for the delay is due to missing documentation rather than unwillingness to pay.

There is no one single database that maintains a comprehensive overview of the land acquisition status

Table 2-3: Summary Overview of Affected Households receiving compensation for land acquisition covered in this Audit

Regency	Land information			Land Acquisition Documentation Check				
	Village / DESA	Name of Owners / Users (b)	Land Plot Number (c)	*Initial Consultation Minuted (d)	*Subsequent negotiation minuted and signed (e)	APH (g)	SHGB (h)	*Bank transfer same as final agreement (i)
Karawang	Cilamaya	1	T-003	Yes	Yes	Yes	Yes	100%
	Cilamaya	2	T-04C	Yes	Yes	Yes	Yes	100%
	Cilamaya	3	T-05C	Yes	Yes	Yes	Yes	100%
	Cilamaya	4	T-006C	Yes	Yes	Yes	Yes	100%
	Cilamaya	5	T-007	Yes	Yes	Yes	Yes	100%
	Sukatani	6	T-008	Yes	Not signed*	Yes	Yes	100%
	Sukatani	7	T-009	Yes	Not signed	Yes	Yes	100%
	Sukatani	8	T-010	Yes	Not signed	Yes	Yes	100%
	Sukatani	9	T-011	Yes	Not signed	Yes	Yes	100%
	Sukatani	10	T-012	Yes	Not signed	Yes	Yes	100%
	Sukamulya	11	T-013	Yes	Yes	Yes	Yes	100%
	Sukamulya	12	T-014	Yes	Yes	Yes	Yes	100%
	Pasirrukem	13	T-015	Yes	Not Completely signed**	Yes	Yes	100%
	Pasirrukem	14	T-016	Yes	Yes	Yes	Yes	100%
	Pasirrukem	15	T-017	Yes	Yes	Yes	Yes	100%
	Pasirrukem	16	T-018	Yes	Yes	Yes	Yes	100%
	Muktijaya	17	T-019	Yes	Not Completely signed	Yes	Yes	100%
	Sukamulya	18	T-020	Yes	Yes	Yes	Yes	100%
	Sukamulya	19	T-021	Yes	Yes	Yes	Yes	100%
	Tegalurung	20	T-022	Yes	Yes	Yes	Yes	100%
	Tegalurung	21	T-023	Yes	Not Completely signed	Yes	Yes	100%

Manggunjaya	22	T-024	Yes	Yes	Yes	Yes	100%
Sumurgede	23	T-025	Yes	Yes	Yes	Yes	100%
Sumurgede	24	T-026	Yes	Yes	Yes	Yes	100%
Jayanegara	25	T-027	Yes	Not signed	Yes	Yes	100%
Jayanegara	26	T-028	Yes	Not Completely signed	Yes	NO	100%
Jayanegara	27	T-029	Yes	Not Completely signed	Yes	Yes	100%
Jayanegara	28	T-030	Yes	Not Completely signed	Yes	Yes	100%
Purwajaya	29	T-031	Yes	Not Completely signed	Yes	Yes	100%
Purwajaya	30	T-032	Yes	Not Completely signed	Yes	Yes	100%
Purwajaya	31	T-033	Yes	Not Completely signed	Yes	Yes	100%
Purwajaya	32	T-034	Yes	Not Completely signed	Yes	Yes	100%
Pegadungan	33	T-035	Yes	Not signed	Yes	Yes	100%
Pegadungan	34	T-036	Yes	Not signed	Yes	Yes	100%
Pegadungan	35	T-037	Yes	Not Completely signed	Yes	Yes	80%
Pegadungan	36	T-038	Yes	Not Completely signed	Yes	Yes	100%
Pancakarya	37	T-039	Yes	Not Completely signed	Yes	Yes	100%
Pancakarya	38	T-040A & 40B	Yes	Not Completely signed	Yes	Yes	100%
Pancakarya	39	T-041	Yes	Not Completely signed	Yes	Yes	100%
Pancakarya	40	T-042	Yes	Yes	Yes	Yes	100%
Lemahduhur	41	T-043	Yes	Yes	Yes	Yes	100%
Lemahduhur	42	T-044	Yes	Yes	Yes	Yes	100%
LemahKarya	43	T-045	Yes	Not Completely signed	Yes	Yes	100%
LemahKarya	44	T-046	Yes	Not Completely signed	Yes	Yes	100%
LemahKarya	45	T-047	Yes	Not Completely signed	Yes	Yes	100%
Dayeuhluhur	46	T-048	Yes	Yes	Yes	Yes	100%
Dayeuhluhur	47	T-049	Yes	Not Completely signed	Yes	Yes	100%

Dayeuhluhur	48	T-050	Yes	Not signed	Yes	Yes	100%
Sukaraja	49	T-051	Yes	Yes	Yes	Yes	100%
Sukaraja	50	T-052	Yes	Yes	NO	Yes	100%
Sukaraja	51	T-053	Yes	Yes	Yes	Yes	100%
	52	T-054	Yes	Yes	Yes	Yes	100%
Sindangsari	53	T-055	Yes	Yes	Yes	Yes	100%
Sindangsari	54	T-056	Yes	Yes	Yes	Yes	100%
Sindangsari	55	T-057	Yes	Yes	Yes	Yes	100%
Sindangsari	56	T-058	Yes	Yes	Yes	Yes	100%
Sindangsari	57	T-059	Yes	Yes	Yes	Yes	100%
Sindangsari	58	T-060	Yes	Yes	Yes	Yes	100%
Sindangsari	59	T-061	Yes	Yes	Yes	Yes	100%
Sindangsari	60	T-062	Yes	Yes	Yes	Yes	100%
Sampalan	61	T-063	Yes	Yes	Yes	Yes	100%
Sampalan	62	T-064	Yes	Yes	Yes	NO	100%
Waluya	63	T-065	Yes	Yes	Yes	Yes	80%
Waluya	64	T-066	Yes	Yes	Yes	Yes	100%
Waluya	65	T-067	Yes	Yes	Yes	Yes	100%
Sampalan	66	T-068	Yes	Yes	Yes	Yes	100%
Mulyajaya	67	T-069	Yes	Yes	Yes	Yes	100%
Mulyajaya	68	T-070	Yes	Yes	Yes	Yes	100%
Mulyajaya	69	T-071	Yes	Yes	Yes	Yes	100%
Mulyajaya	70	T-072	Yes	Yes	Yes	Yes	100%
Mulyajaya	71	T-073A	Yes	Yes	Yes	Yes	100%
Mulyajaya	72	T-073B	Yes	Yes	Yes	Yes	100%
Mulyajaya	73	T-074	Yes	Yes	Yes	Yes	100%

	Karyasari	74	T-075	Yes	Yes	Yes	Yes	100%
	Karyasari	75	T-076	Yes	Yes	Yes	Yes	100%
	Karyasari	76	T-077	Yes	Yes	Yes	Yes	100%
	Karyasari	77	T-078	Yes	Yes	Yes	Yes	100%
	Karyasari	78	T-079	Yes	Yes	Yes	Yes	100%
	Karyasari	79	T-080	Yes	Yes	Yes	Yes	100%
	Kalangsuria	80	T-081	Yes	Yes	Yes	Yes	100%
	Kalangsuria	81	T-082	Yes	Yes	Yes	Yes	100%
	Kalangsuria	82	T-083	Yes	Yes	Yes	Yes	100%
	Mekarjaya	83	T-084	Yes	Yes	Yes	Yes	80%
	Kalangsari	84	T-085	Yes	Yes	Yes	Yes	100%
	Kalangsuria	85	T-086	Yes	Yes	Yes	Yes	100%
	Mekarjati	86	T-087	Yes	Yes	Yes	Yes	100%
	Mekarjati	87	T-088	Yes	Yes	Yes	Yes	100%
	Tunggakjati	88	T-089	Yes	Yes	Yes	Yes	100%
	Tunggakjati	89	T-090	Yes	Yes	Yes	Yes	100%
	Tunggakjati	90	T-091	Yes	Yes	Yes	Yes	100%
	Tunggakjati	91	T-092	Yes	Yes	Yes	Yes	100%
	Tunggakjati	92	T-094A	Yes	Yes	Yes	Yes	100%
	Tunggakjati	93	T-094B	Yes	Yes	Yes	Yes	100%
	Tunggakjati	94	T-094C	Yes	Yes	Yes	Yes	100%
	Bantenjaya	95	T-093	Yes	Not Completely signed	Yes	No	100%
	Karang Mekar	96	T-095	Yes	Yes	Yes	Yes	100%
	Karang Mekar	97	T-096	Yes	Yes	Yes	Yes	100%
	Karang Mekar	98	T-097	Yes	Yes	Yes	Yes	100%
	Karang Mekar	99	T-098	Yes	Not Completely signed	Yes	Yes	100%

Karang Mekar	100	T-099	Yes	Not Completely signed	Yes	Yes	100%
Karang Mekar	101	T-100	Yes	Yes	Yes	Yes	100%
Karang Mekar	102	T-101	Yes	Yes	Yes	Yes	100%
Karang Mukti	103	T-102	Yes	Yes	Yes	Yes	100%
Karang harum	104	T-103	Yes	Yes	Yes	Yes	100%
Karang harum	105	T-104	Yes	Yes	Yes	Yes	100%
Karangmukti	106	T-105	Yes	Yes	Yes	Yes	100%
Karangmukti	107	T-106	Yes	Yes	Yes	Yes	100%
Karangsatu	108	T-107	Yes	Yes	Yes	Yes	100%
Karangsatu	109	T-108	Yes	Not Completely signed	Yes	Yes	100%
Karang Satu	110	T-109	Yes	Yes	yes	Yes	100%
Karangsatu	111	T-110	Yes	Yes	yes	Yes	100%
Karangsatu	112	T-111	Yes	Yes	yes	Yes	100%
Karang Sari	113	T-112	Yes	Yes	yes	Yes	100%
Karang Rahayu	114	T-113	Yes	Yes	yes	Yes	100%
Karang Rahayu	115	T-114	Yes	Yes	yes	Yes	100%
Karang Rahayu	116	T-115	Yes	Yes	yes	Yes	100%
Karang Rahayu	117	T-116	Yes	Yes	yes	Yes	100%
Waluya	118	T-117	Yes	Yes	yes	Yes	?
Karang Raharja	119	T-118	Yes	Yes	Yes	Yes	100%
Karang Raharja	120	T-119	Yes	Yes	Yes	Yes	100%
Karang Raharja	121	T-120	Yes	Yes	Yes	Yes	100%
Karang Raharja	122	T-121	Yes	Yes	Yes	Yes	100%
Karang Raharja	123	T-122	Yes	Yes	NO	Yes	100%
Karang Raharja	124	T-123	Yes	a	NO	l	100%
Karang Raharja	125	T-124	Yes	b	g	m	100%

	Karang Raharja	126	T-125	Yes	c	h	n	80%
	Karang Raharja	127	T-126	Yes	Yes	Yes	Yes	100%
	Karang Raharja	128	T-127	Yes	d	i	o	100%
	Karang Raharja	129	T-128	Yes	e	j	p	100%
	Karang Raharja	130	T-129	Yes	f	K	q	100%

3. Audit Scope and Methodology

3.1 Overview

This chapter provides the context and scope of the Land Acquisition Audit in relation to the extent to which land acquisition procedures have complied to Indonesian law ADB safeguard policy statement (SPS 2009), specifically SR2. The Audit establishes the extent to which the measures currently undertaken by the sponsor complies with ADB SPS Safeguard Requirement 2 and determines any necessary actions required to rectify the project implementation process.

Through the methodology described below the Audit should identify gaps in compliance with social safeguards relating to land acquisition, compensation, and where relevant, and livelihood restoration measures to be implemented.

3.2 Applicable Standards Governing Land Acquisition

3.2.1 Indonesian Policy

The Government of Indonesia enacted Law Number 2/2012 regarding land acquisition law for development of public interest⁵. Whilst Law Number 2/2012 provides the mechanism for government or state-owned enterprises to acquire land it falls short in addressing the ADB requirements to physical and economic displacements.

Article 121 A of the President Regulation No. 148 of 2015 states Land acquisition for public interest which is undertaken by a private entity can be done through sale transaction, exchange, or other agreed mechanism between the entitled party with the private entity.

Specifically, in the electricity sector, the Minister of Energy and Mineral Resources has issued Regulation Number 38 of 2013 regarding the Compensation for Land, Building, and Plant Located Below Free Space of High-Voltage Aerial Network and Extra High-Voltage Aerial Network.

Key policies relating to the project are:

- *Compensation Values*: Law no 2/2012; Presidential Decree No 71/2012 and Presidential Decree No 148/2015 state that compensation will be provided based on valuation of independent appraiser for a parcel by parcel of land that include (i) land; (ii) over ground and underground spaces; (iii) building; (iv) plants; (v) objects related to land and/or; (vi) other appraisable loss such loss of business, jobs, change of profession, and moving costs.
- *Eligible Parties* are considered the following: Land Rights Holders; Right to Manage Holders; Guardian (nadzir) for *waqf* land; Owner of formerly traditional land; Customary law community; Party who possesses state land with good faith; Basic holder of land possession; Owner of structures, plants, and other objects related to land.
- *Livelihoods*: compensation can be provided in the form of cash money; replacement land; housing resettlement; combination of the above;

3.2.2 ADB and other Equator Principle Banks Policy

The ADB's overarching safeguard policy statement (SPS) 2009 covers the key policy relating to this Audit, Safeguard Requirement 2 – involuntary resettlement. Involuntary resettlement is a term applied to projects when an affected person cannot refuse land acquisition. Thus, the alternative to involuntary resettlement is a willing-seller and willing buyer process which is what this project has sought to achieve. The outcome of a

⁵ Public interest means the interest of the people, state, and society that must be realized by the government for best prosperity of the people. Article 10 of the law states that development of power generator, transmission line, substation, network, and electricity distribution are categorized as public interest.

project which has physical or economic displacement is a resettlement plan or livelihood restoration plan. The details of the policy applied are covered in the Resettlement Plan.

The involuntary resettlement impacts of an ADB-supported project are considered significant if 200 or more persons will experience major impacts, which are defined as (i) being physically displaced from housing, or (ii) losing 10% or more of their productive income generating assets.

3.3 Audit Approach

The project can be broken up into four distinct components:

1. Tower Footings and substation
2. Transmission Line (Right of Way) Clearance Zone
3. CCGT Power Plant
4. Coastal Area (includes the Jetty, Pump house, Access Road and Onshore Pipeline)

The project's main approach to land acquisition is through negotiated settlement based on the goal to achieve a willing-seller/willing-buyer arrangement. However, some plots of land are also acquired through the issuance of Government permits, or temporary land leases, or business-to-business land transfer agreements – all of which have been used to acquire the land for the tower footings, pipeline or access road and Jetty. For the Transmission Line (right-of-way), no land acquisition will take place, but private and institutional land owners who have plots under the clearance zone will be subject to restriction of their land use under the right-of way.

3.4 Methodology of Audit

The audit has undertaken a desktop review of completed land acquisition agreements and records of consultation with affected people, using a variety of documentation provided from JSP to provide evidence of agreements held with affected households. Such documentation includes:

- a) Land transfer agreements.
- b) Right to buy agreements between client and seller.
- c) Compensation agreements (evidence of price changes in compensation).
- d) Meeting records.
- e) Letter of agreements.
- f) Memoranda of understanding (MOU)
- g) Other documentation as applicable.

The analysis from the desktop review was supported by institutional and project affected interviews.

Interviews were held at the beginning and end of the consultant's in-country mission with PT Jawa Satu Power (JSP) land acquisition team and KWarsa Hexagon staff throughout the field mission. The objective was to understand the asset evaluation methodology outlined in the Resettlement Plan (RP), specifically in relation to compliance of using replacement costs values against market rates - being mindful that more than a year has elapsed since compensation values were made and the AH are in receipt of compensation.

As part of the asset evaluation methodology interviews will be held with affected persons losing access to land or other assets (buildings, crops, etc.). Interviews corroborated data provided from the asset evaluation, by understanding how affected persons agreed to market rates, the adequacy of participation process involved between parties and how land measurements were established. Details of the independent valuator's assessments and records of how market rates were generated. An update of current market rates for assets (as identified in the inventory of assets for those under the RoW clearance zone) assisted in analysing price fluctuation from when compensation rates were established to their current market value.

The audit sought to understand the adequacy of the negotiation process involved to implement willing-selling willing-buyer process. Interviews with a sample size of 20% of the Affected persons (AP) losing their land through land acquisition of the tower footings, covered the range of affected households (AH) (including land

owners, land users, vulnerable households. This was to test adequacy of the *willing- selling* process using both semi-structured interview and focus group discussions. The locations of the interviews were determined in consultation with the sponsor based on the availability of respondents.

The consultant will be keen to understand from AH their perception of the adequacy of the negotiation process and their involvement, such as whether the project objectives were clear, how land measurements were agreed and whether the price for compensation of assets was clearly understood and that there was an ability to negotiate. Through these semi-structured interviews and desk top reviews it was fruitful to understand whether there are conflicting or duplicate claims for assets and whether compensation was distributed effectively under such claims. For example, duplication or conflict of land titles exists in the coastal areas where land was designated as forest by MOEF but has private owners using the land for paddy and fish ponds. Therefore, investigating 'evidence' of such claims was incorporated into the Audit.

The consultant examined whether a staged approach to land acquisition (negotiating, agreement on compensation price followed by receiving compensation then experiencing loss of access then waiting for livelihood restoration measures) has affected AHs in their relationship to JSP. A review of recorded grievances to date and how AH considered the grievance process will be addressed through the interview process. Minutes of meetings to support any claims made by the AH and the MoU listing the entitlements signed between the sponsor and the AH. If relevant, (dependent on the implementation phase of the project), a review of the livelihood restoration measures agreed within the MoU where reviewed for adequacy.

From the interviews and documentation review, the consultant will review what compensation measures have been implemented against the entitlement matrix taken from the existing Resettlement Plan (RP).

The compensation payment process and the adequacy of documentation used to record agreements will be reviewed by verifying minutes of meetings; letters of agreement signed between affected parties and other relevant stakeholders; MoU, compensation agreements and evidence of bank transactions or escrow accounts established, in the case of absentee land owners.

As consultation and engagement is an ongoing process throughout the lifecycle of the project, it was pertinent to understand the level of stakeholder engagement (i.e. informed, participatory) and the consultation undertaken to date, to understand how AH are aware of project impacts.

A large percentage of compensation has been distributed, yet a livelihood restoration plan has yet to be produced. Therefore, as part of the interview process, it was also pertinent to understand how compensation has been spent to date (like-for-like land or has monies been used for other elements). Reviewing the proposed entitlement matrix considering the expectations raised in the Stakeholder Engagement Plan (SEP) and through the interviews will be recorded as evidence of adequacy of how the entitlements will be received. Efforts to establish the Livelihood Restoration Plan (LRP) and CSR programme was considered. Livelihood restoration measures which have been designed to target vulnerable households will be discussed with AH.

Efforts to target vulnerable households in the interview process was made, questioning compensation to date and livelihood measures planned. Where available, project budgets allocated for compensation where reviewed considering the proposed acquisition and livelihood restoration activities.

The Audit will compile a matrix from the findings as part of the assessment based on ADB SPS Principles, the implementation to date and the level of compliance. Any corrective measures required will be tabulated in the Audit.

3.4.1 Sample Size, Selection and Method

The Audit reviewed a sample size of 20% of the affected persons within each of the four project components as follows:

1. Tower Footings and substation:

Interviews were held with those affected by land acquisition under the tower footings and the substation to achieve the 20% target.

There are 116 tower footings affecting 131 plots (this includes land required for the substation). A total of 124 land owners will be affected, of which 39 land owners will lose more than 10% of their productive assets. An additional 23 land users will also lose access to land. At the time of the methodology, it was stated that all these land owners have received 80% compensation with the *Akta Pelepasan Hak* (APH) Ownership Transfer Letter is underway.

Based on the proposed sample size, to be statistically representative, 24 land owners and land users were interviewed for the Audit. Of the 25 land users losing a section of their total land, 7 land users who have lost more than 10% of their productive assets were also interviewed, as this would represent a vulnerable affected person.

Four Focus Group Discussions (FGD) were held with a minimum of six people. The composition of each FGD was: 5 land owners – of which two will have lost >10% of their assets and one land user. To obtain a distribution of the impact across the project area, two FGD took place in the tower footings in Karawang (T003-T92) and two in Bekasi (T93 – T118). The following villages were chosen:

- Karawang – Kalangsuria and Purawajaya.
- Bekasi - Karangrahayu (location of the Tower Footings and Substation) and Mekarjaya village.

For the substation area, 11 people were interviewed in a FGD. In addition, individual one-on-one interviews took place to understand the compensation process of the land. Questions were asked on the price offered per metre square what the original price was which they were offered by Kwarsa and what was their agreed final compensation amount.

2. Transmission Line / Clearance zone (Right of Way)

The Transmission line traverses 52km between two regencies affecting 1,742,298m² of land and 1,381 plots of land. A total of 724 private land owners are affected as well as three government institutions and one private entity (Pertamina). At the time of the methodology was being designed and the fieldwork was being conducted, all these land owners had received 80% of compensation. Land owners affected by the right of way (RoW) will receive a one-time compensation payment as well as enduring restriction on their land use. The affected person underneath the transmission line is not losing their land or asset, but merely having a height restriction imposed over property or assets. As such, there is no impact to vulnerable groups.

The initial proposal was to conduct four village meetings with 30 participants to meet the 20% sample size criteria. However, as the transmission line RoW affected three land user types: private land owners, communal village land and private company land (state owned enterprise - SoE) it was deemed necessary to change the scope to audit 100% of all land user types affected by the clearance zone underneath the transmission line. Upon discussion with JSP and Kwarsa it was decided to interview representatives of the village land and the SoE with a smaller sample size for the private land owners. To accommodate this change, the number of private owners' target was halved to 10% to afford the time to meet with the other two land user types.

3. Coastal Area

The coastal area includes the Pump house, Access Road and Onshore Pipeline. Within this area there are four types of land:

- land which is Privately owned (Pertagas);
- privately owned land outside of the protected forest area;

- individually owned living within the protected forest under the Ministry of Environment and Forestry regulation (MEF)
- shoreline requiring license for the jetty and pumphouse.

At the time of the survey there were only 8 land owners and 4 land users in the coastal area. Semi structured interviews were used on 2 land owners and 1 land user. The final figure will increase because of additional new land has to be required and land thought to be unused or not owned has be subsequently claimed. At the time of the methodology being formed, these land owners were not fully known.

Individual interviews were undertaken with vulnerable households identified based on their above average amount of land lost: Participant 1 lost 75% of their total land; participant 2 lost 85% of their land and participant 3 lost 43% of their total land.

4. Combined Cycle Gas Turbine (CCGT) Power Plant

Table 3-1: Actual Sample size of Affected Persons at various Project Components

Project Component	Total Affected Person (APs)	20% Total Affected Persons	Sample Method	Sample Locations & Number of Attendees
Land Acquisition				
Tower footings (TL) and substation	124	Target: 24 Actual: 25 20 APs affected by TL 5 APs affected by substation.	4 FGD containing 2 land owners losing more than 10% of their land.3 vulnerable households	Two interviews in each regency. Locations based on receipt of a APH Karawang – Kalangsuria and Purawajaya (5) Bekasi - Karangrahayu (6) - Those losing > 10% are identified in Annex 5 of the RP - Vulnerable households are those identified in Table 7-13, 7-14 of the RP living in Karawang
Coastal Area (onshore pipeline, access road)	Semi structured interviews	Target: N/A Actual 34	1 village meeting 3 KII	3 KII with vulnerable households.
Land Use Restriction				
Transmission Line (RoW)	724 private land owners	Target 145 Actual: 217 files audited (29%) + 75 people interviewed (in total 40% private land owners)	Village Meeting	Karawang: Purwajaya, Sukamulya Bekasi: Mekarjaya (36)
	Village Land	43 files audited from documentation review	KII	Karawang: Purwajaya village authority.
	Government (SoE) land	Target 1. Actual 1 and 17 land parcels audited from documentation review	KII Interview	PJT II (Perusahaan Umum Jasa Tirta II) over TL in Telagasari branch office

Project Component	Total Affected Person (APs)	20% Total Affected Persons	Sample Method	Sample Locations & Number of Attendees
Business to Business Transfer of land				
	Pertagas/ Pertamina / JSP	1 interview and land documentation reviewed	1	KII

* KII Key informant interview; FGD Focus Group Discussion

4. Audit Findings

4.1 Overview

The Audit findings are structured based on the core requirements of ADB Safeguard (SR2) and the main components of the Resettlement Plan which was used as the basis of the Audit to make the assessments. The following requirements are reviewed below.

4.2 Asset Valuation

4.2.1 Tower Footings – compensation

The value of land was known to all land owners of the tower footings interviewed because of two reasons:

1. The market price is known by the village head, who individual farmers will confer with for advice. villagers are publicly aware of land prices, through recent sale transactions.
2. The capital or 'sales' value of the tax object (*Nilai Jual Objek Pajak/ NJOP*) is known through local payments and transactions, which enables people to know land values. The taxable value of land and property (*Nilai Jual Objek Pajak/ NJOP*) is established by the Ministry of Finance. The NJOP, as the annual government tax on property and assets, is used as the benchmark to calculate negotiated compensation amounts for the acquired land.

The value of the NJOP was gathered from the landowners' tax statement letter and information from the village authority. The sales value of the tax object under NJOP ranged in value from Karawang and Bekasi of IDR 7,150 /m² to IDR 82,000 / m² (T-112). Additional considerations provided by the respective Mayor/ Regent. Compensation amounts provided by JSP was above the NJOP

The compensation amount offered to land owners ranged from IDR60,000 m² to IDR 150,000 m² and peaking at IDR 300,000 m² for one land owner. This amount was often 2 or 3 times the market rate. This allowed land owners to buy replacement land and have surplus finance to buy either additional land or to use for other investments and expenditure.

The land owners' view on the value of their land was a major consideration which led to the negotiation (always more than market price). The interviews with land owners verified that land negotiation typically started with an offer by the land owner until an agreed price was reached. There is a clear price differential between Bekasi and Karawang due to the proximity of the former to Jakarta. The endorsement of the compensation value was through a negotiated process, with the final price agreed within the APH, or land transfer agreement.

4.2.2 Transmission Line (RoW) – compensation

Asset valuation was based differently for tower footings and transmission line clearance zone. For the Transmission line clearance zone, an independent official valuation of land and assets was undertaken to determine compensation values. The company used was *Doli Siregar dan Rekan*. The market price for land underneath the transmission line was provided in Annex 9 of the RP. The amount of land and building compensation is 15% of the market value determined by the independent valuer. Appendix 8a and 8b of the RP provide the calculation of compensation amount under the RoW as follows⁶:

1. Land Compensation: 15% x total sqm area of land x land value sqm (as determined by the valuer)
2. Crops: 100% market value of crops (as determined by the independent valuer)
3. Buildings/Structures: 15% market rate/sqm x sqm floor area

⁶ See JSP powerpoint presented at the back of the RP

From all interviews with both land owners under the tower footings, access road and onshore pipeline who would have land acquired were consulted 'formally' several times' to discuss the market price of the land and to negotiate the rate offered by JSP. Discussion was held between the land owner and Kwarsa who applied the market rate principle through reiterative negotiation with the final agreement signed by the land owner, JSP a notary and witness.

The period of consultation between landowners and Kwarsa was often incredibly short. After the initial village level consultation of the project, Kwarsa would immediately identify the landholder and inform them of the project's need for their asset. From identifying the asset to making payment of the first 80% of compensation was often no more than four months. This delivery process from asset evaluation to delivering compensation provided a rapid turnaround to withstand any appreciation (or depreciation) of assets over this duration. The transaction costs are paid by the project (JSP). Land owners pay the sales tax of 2.5% in willing seller-willing buyer transactions. However, it was apparent through interviews held with Kwarsa that many households who would receive compensation for land acquisition had failed to pay property tax over several years. Kwarsa confirmed that in most cases, they would pay this outstanding tax as part of the compensation agreement. Overall, all interviewees of those having land acquired (tower footings, access road and on shore pipeline) and those underneath the transmission line were satisfied with the valuation of assets. Support of the valuation process was also evident from:

- Village maps published in village halls illustrated land ownership under the transmission line to be surveyed to derive compensation amounts. This transparent process in advance of Kwarsa work and BPN minimised conflict within the land acquisition process
- All affected land owners knew the NJOP rates and market price of the land which assisted in the quick negotiation process
- All parties interviewed considered the negotiation process around compensation to be fair.
- All interviewees had signed the ownership land transfer letter (*Akta Pelepasan Hak*/APH) with a notary and witness to a price which they agreed – and received 80% upon receipt of the APH payment at this point.
- Rather than waiting for BPN to provide the full certificate of title (SHGB) to JSP, Kwarsa, in some instances, paid the remaining 20% in compensation in good faith to the recipient with the expectation that title would arrive. Kwarsa/JSP acknowledged the protracted process of issuing titles is due to the limited capacity of BPN to deliver.

The Asset evaluation methodology is consistent with the requirements of the SR2.

4.3 Land Restriction Process (RoW for Transmission Line)

For all land and assets and under the transmission line, a one-time compensation payment was paid to all land owners as referenced in the RP. A detailed inventory of all assets existing under the TL is outlined in Annex B of the RP.

4.3.1 Consultation Process

Interviews undertaken with those villager households affected under the RoW stated that consultation process was adequate, largely due to the AMDAL process which provided significant time and opportunity for consultation to take place. Key information was disclosed to the villagers, rather than at the household level, included the one-time payment – which would be provided at 15% more than the market rate and the height restrictions applied to structures or trees (< 9 metres) under the transmission line. Meetings between JSP / Kwarsa and the villagers provided opportunities to allay any safety concerns they had regarding the transmission line. Concerns originally raised by villagers from stakeholder engagement were followed up during the audit. No outstanding concerns as originally recorded in the RP were made by those villagers who were interviewed.

Issue of duplicate land claims or other land conflicts, that had been recorded in the RP had been resolved through JSP regarding surveying lands with both parties involved. Other villages avoided any land conflict as the village map which covered personal land boundaries was published in village halls.

Continuity was provided by retaining the same personnel in the engagement process with affected villagers. Meetings between villagers who would be affected by the transmission line clearance zone took place at both the village and individual level.

Those households affected by the transmission line had no objections, in fact many respondents stated they wanted the RoW to cross their property to benefit from the compensation.

JSP maintained a significant profile in the village and clear communication channels were established to reassure affected villagers who to contact regarding the project. Villagers would always communicate through their head of hamlet who would contact the head of village who would in-turn directly contact JSP. For example, outside of the land restriction process, the locals informed the head of village when they saw personnel from *Samsung* undertaking soil samples from village land. The villagers informed the village head who contacted JSP to ensure Samsung had permission and was part of the project.

The land measurement process involved the following steps:

- 1) Verification of land plot and individual land owner. The survey was conducted by Kwarsa and was sometimes attended by the affected household.
- 2) Village officer verifies individual claims then verifies through the village by publicising plot location and owner in the village hall and obtaining collective agreement from the village
- 3) One-on-one agreement reached through village officials and verified through village.

4.3.2 Compensation Process for land restriction

As stated in Section 4.2.2 all land owners were aware of the market price for land, and the NJOP of the area, both of which was used to determine the compensation rates. If the price of the affected asset was unknown, such as trees, JSP would provide a price used by the independent valuer and this was accepted.

All those interviewed in the village meetings who had their assets affected by the transmission line stated that they had received 100% of the total compensation amount.

The documentation process used to receive compensation for households impacted by the transmission line was through three signed documents, witnessed by the village officer, JSP and the land owner. This information has been verified through the detailed analysis in Appendix A.

Of the total 1380 plots affected under the transmission line, a detailed documentation review of 217 plots was undertaken which comprised of the following plot owner types reviewed:

- Private land owners: 156 plots (21% of the total 724 private landowners plots)
- Village land: 43 plots
- PJT2 land: 17 plots
- PERTAMINA 1 plot

: From the documentation review of the 217 plots the following analysis can be drawn:

- Of the 156 private plots, 148 have been compensated.
- As of December 2018, there are 8 private plots (5% of the sample size or 1% of the total 724 plots) which JSP does not hold the RoW deeds. Jacobs has received the land owners name but has yet to receive the documentation relating to whether these plots have been fully compensated (e.g. minutes of ROW compensation payment, legalized by notary and photographic evidence of the landowner, documents signed by landowner). Often, this attributed to Kwarsa being unable to contact the landowner through the process (no documentation of signed minutes of meetings were seen by

Jacobs). In cases where the land owner was identified but the documentation was missing, escrow accounts have been established to not delay the project.

- Of the 43 village plots in the sample size, 33 are without full RoW deeds. The missing RoW deeds can often be explained by not knowing who to pay the compensation to in the village.
- Documentation management is lacking from Kwarsa/JSP to systematically clarify ownership.
- Outstanding documentation exists for the RoW deeds for all village plots (43 plots) and Pertamina land (1 plot)
- All of the PLJT2 plots (17 plots) has yet to receive full compensation or RoW deeds being signed. From interviews undertaken with PJT2 and Kwarsa, it was clearly explained that the delay to pay compensation is attributable to not being able to identify the mechanism in which JSP can pay a State-Owned Enterprise e.g. *whom* should be the recipient of the payment within a SOE. From field-based interviews, discussion is being undertaken in Jakarta with senior management to determine the appropriate avenue to compensate. Evidently, Kwarsa and JSP are attempting to have conduct meaningful consultation with the land owner and provide compensation. The delay in payment and documentation is due to the recipient (PJT2) rather than Kwarsa/JSP.
- The RoW deed and *kwitansi* (payment) are still in the process of being legalised by a notary. This affected all plots. The payment receipt (*Kwitansi*) has not been provided by Kwarsa yet.

For private land holders the process of notification, land measurement and compensation happened over a period of few months. One interviewee, stated the process of consultation, and compensation was enacted as recorded in the supplied literature (RP and relevant annexes). When asked whether this process too quick? Their response was “No - just quick”.

From the interview held with the PJT2 local manager, it is apparent there are squatters residing alongside the canal on PJT2 land, which is not recorded in the RP. From discussion with JSP in the submittal of this draft audit, it appears that squatter households have moved onto PJT2 land since the project began. Unlike neighbouring units which were compensated as they were land owners, the squatter units received no compensation payment for disturbance from living under the transmission line. Under the entitlement matrix established in the RP squatters do not receive compensation because they are not land owners. Furthermore there is no land acquisition to squatter groups, just a height restriction placed on all building units located below the transmission line. Thus, the impact is nil.

However, as there is no documentary evidence of informal settlements under on PJT2, thus there is no evidence to substantiate or monitor increasing encroachment. Whilst recognising the informal settlements are not eligible to compensation, some form of documenting units under the RoW would serve to minimise disruption and reduce potential fraudulent claims for compensation and to manage reputational risk to all parties involved..

4.4 Land Acquisition Process

A willing-selling willing buyer basis was sought whenever feasible for land acquisition for the Project. This information has been verified through the detailed analysis in Annex B.

4.4.1 Consultation process

From the interviews with participants of the meetings it appears that notification of the Project consultation? was often very sudden i.e. without village level socialisation of the project taking place. Whilst Kwarsa had been identifying individual land plots, official notification came later. The village head was often informed first with a village level meeting to explain the Project. Not all villagers experienced the same formal process of consultation. For households whose land was acquired for the substation, participants became aware of the Project through household interviews from Kwarsa. This could be explained through the sensitivity of the site, and the subsequent highest demands levied for compensation amongst all the project components. In the

substation area, consultation during the acquisition period was daily. The Project team often visited land owners at night when they were available.

From this point, the affected household was contacted. This was evident from the focus group meetings and meeting records outlined in Appendix D. From the interviews with Affected Households (AH) they all felt like they had been active participants in the Land measurement survey (LMS).

From the interviews and focus groups discussions, no one complained about the consultation process when asked a series of questions on this matter (see Annex G for sample questions asked). There was no evidence of people being forced to sell. All those interviewed were content with the consultation process. All (100%) of the initial meetings between landowner and JSP have been minuted and recorded. All documentation reviewed at the initial stage for this audit is acceptable.

4.4.2 Compensation Process of tower footings and coastal areas

The compensation process was audited from focus group meetings, key informant meetings, one-on-one meetings and through a review of documentation, including initial meeting records between landowner and JSP; subsequent minutes of meetings to show negotiation and confirmation of landowner of the agreed price (where available); the ownership transfer letter (*Akta Pelepasan Hak/APH*) signed by JSP and the issuance of the land certificate for JSP (in the form of building rights title/ *Sertifikat Hak Guna Bangunan* (SHGB)) which includes a payment of income tax, completion data requirements for issuance of the certificate to relevant national land agency (BPN).

An audit of the documentation reveals the following:

- All land owners were aware of the market price for land, due to recent sales of land in the area, as well the village leader knowing and informing land owners of the market price per metre square. As the NJOP provides a national standard on sales tax for affected land owners knew that taxable rate placed on land. All of which contribute to land owners being confident and knowledgeable of a rate in which to agree a compensation amount per metre square.
- A statement or evidence of willingness to sell the land was signed by 100% of land owners and recorded by Kwarsa through minutes of meetings.
- Subsequent negotiations (meetings and agreement of the land price) was evident in 91 of the 130 (70%) signed land owners. There was a mismatch in the documentation for the remaining landowners which can be explained from different family members turning up to the various meetings and signing on behalf of the land owner. However, there are 10 landowners in which there is no signature at this stage. Missing signed documentation is apparent throughout various stages of the land acquisition process and will need to be rectified by both Kwarsa and JSP in subsequent monitoring stages of the programme.
- Signature of the land owner agreeing to the land measurement survey by BPN was signed by 108 (83%) land owners. 16 land owners have not signed this agreement with an additional 6 names signing the document which is different to the landowner's names. The discrepancy is for similar to reasons for to the above point, with the actual landowner not being present at the time. Kwarsa will have to provide the missing signature of the 16 land owners (or family member's signature)
- The APH has been signed by 127 (97%) land owners. Five of the 127 signatures are signed by different names to the other documentation provided from Kwarsa (See Appendix B). The APH has not been signed (or is missing) for 3 land owners (2%). By late December 2018, the remaining 2% of missing signatures remained outstanding and had been requested from Kwarsa.
- The SHGB has been signed by 127 (97%) land owners. The HGB has not been signed (or is missing) by 3 (2%) of land owners. This missing documentation is likely to exist based on communications with Kwarsa. Upcoming external monitoring should ensure this small amount of HGB certificates exist and are signed.
- Using a combination of minutes from the land survey, the SHGB and the minutes of other meetings compensation written in the minutes and APH was the same amount as was transferred into the Bank account of 99% of land owners (*kwitansi*) which have been signed by landowner with a photo of the payment as evidence.

- 125 (96%) landowners have received 100% compensation. Four land owners (3%) have still only received 80% payment. Whereas the documentation for one individual, land owner (T-117) in Karawang), remains incomplete and the amount of compensation received is unclear. (see Table 4-1). The delay in payment is twofold: landowners not being available at the time of disbursement of compensation or in some cases landowner names are different. This will have to be clarified during future monitoring reports.

Table 4-1. Missing payment of land owners under tower footing

Village / DESA	Project Section (a)	Name of land Owner (b)	Land Plot (c)	* Agreement to sell (d)	* Subsequent negotiation minuted and signed (e)	* Confirmation of landowner and use (f)	APH (g)	HGB (h)	* Bank transfer same as final agreement (i)
Pegadungan	TF	Name provided	T-037	Yes	Not signed	Yes	Yes	Yes	80%
Waluya	TF	Ibid	T-065	Yes	Yes	Yes	Yes	Yes	80%
Mekarjaya	TF	Ibid	T-084	Yes	Yes	Yes	Yes	Yes	80%
Waluya	TF	Ibid	T-117	Yes	Yes	Yes	yes	Yes	?
Karang Raharja	TF	Ibid	T-125	Yes	Different name (DN)	DN	DN	DN	80%

Notably, in the coastal areas (which includes the substation), the initial eight households identified in the RP to be impacted are in receipt of compensation with the APH signed. However, as the alignment of the RoW was not fully known during the initial design stage it was revealed during the Audit JSP realised that additional land is required to accommodate for the rerouting of the access road and JSP would need to purchase an additional land. JSP initially thought that the unused land was not owned or belonged to Pertamina. Upon subsequent meetings with farmers land owners appeared and have made claims to the land.

From the interviews and documentation review it appears that any multiple claims made for land was resolved amicably through Kwarsa and the head of village. Usually this was because of land boundaries not being clearly demarcated

Compensation to land owners was aligned with the entitlement matrix in the RP, whereby compensation was paid above current market rates. An appropriate compensation at a mutually agreed price with the land owners (often well above the market price). The compensation amount is inclusive of the market price land value plus additional transaction costs. The project provides at least 60 days' notice for agricultural lands to harvest standing seasonal crops. If notice cannot be given, compensation for the lost income will be provided based on a mutually acceptable price. Whilst sales tax is not covered by the project but a payment tax of 2.5% and administrative costs will be borne by the Project.

From interviews with affected landowners and from the focus groups discussion the Audit was able to determine the compensation amounts provided against what was stated in the entitlement matrix and the valuation documents and what was agreed between JSP and the recipient. The Audit was able to verify who received the compensation and how the compensation was spent. (see Appendix B)

As Land ownership was predominately held in the husband's name, compensation was provided directly to him either in cash or through a bank transfer. However, whilst the husband receives the compensation amount, it was frequently cited in each meeting that the money went to the wife to manage

- Cash compensation paid directly to the land owner was commonly requested by the AP as they are not comfortable with bank transfer processes
- As compensation for land owners was often three times more than the market price the affected household purchased more land than they originally owned. For instance, one affected household affected by the transmission tower (located between T96-T112) originally owned 784m² farmland, but after compensation the amount of land they owned increased to 3000m².
- In another project component area, one land owner who originally owned 1800 m² had increased their ownership to 8000m² (344% increase in land ownership) after receiving their compensation. Similarly, another land owner increased their land from 1512m² to 1.3ha (13,000 m²). One further land owner increased ownership from 1512 m². to 1.3 ha (13,000 m²).
- Typically, compensation was used to pay off debts, pay school fees, purchase motorbike, buy additional land, rent land, or provide a deposit the complete the Haj.
- As crops have yet to be harvested from land purchased from the compensation, it was too early to determine whether there is an increase in household income.

In another project component area (T100-T112) where landowners lost land from the tower footings, vulnerable head of households were interviewed to confirm their agreed compensation amount and the total amount of compensation provided. The method employed was request from the land owner the amount of land bought and the compensation amount agreed obtain the total figure was calculated by the consultant and presented back the head of household who confirmed whether they received the displayed amount. Individuals affirmed that the presented figure was correct. Even for vulnerable households it was evident that the head of household bought more land than they originally owned. For instance:

- One Affected landowner who had 784 m² acquired land obtained a compensation value of IDR250,000 / m², receiving a total IDR 196,000,000. This allowed the AH to purchase 2084 m² of land (increasing their land holding by 166%).
- Within the same area (T100-T112), another land holder with 1000 m² of land similarly obtained a compensation value of IDR250,000, receiving a total IDR 250,000,000. Monies was divided up to family members and used the payment to pay for his sickness. The money and remaining land was then sold off by his children. There was no change in monthly income despite receiving
- In the same area (T100-T112), one affected landowner who had 784 m² acquired land (55% of their total land) obtained a compensation value of IDR150,000/m², receiving a total IDR117,600,000 allowed the AH to purchase 2000 m² of land (increasing their land holding by 155%).

Noticeably, there was no distinction made between vulnerable and non-vulnerable households in how AH received compensation. No offer of financial management training was provided. Whilst households would double their land holding upon receipt of compensation there appears to be individual cases where compensation has been mismanaged⁷.

The majority of identified vulnerable households are individuals losing >20% of their land. Although in some instances, such as those cited above, whereby individuals are experiencing vulnerability from several factors: losing >85% of land holdings; elderly and being a female headed households. Such households need to be carefully monitored. As there is monitoring of household income before compensation it would be beneficial to continue to monitor income post dispersal.

⁷ Section 4.6 bullets provide examples of how recipients have managed their compensation – in both cases giving up substantial amounts of compensation to other household members. During forthcoming external monitoring, it would be worth examining these individuals to determine why substantial compensation amounts were disbursed.

4.5 Project Level Stakeholder Engagement

JSP undertook stakeholder engagement as part of its AMDAL consultation process. As described above, the consultation process between JSP and the land owners provided for well-informed discussions on the project process, however the timeline of their involvement was short.

Engagement through the Project has been through a combination of JSP and Kwarsa staff. JSP has employed a Community Relation Officer, although consultation to communities has largely been through the deployment of local Kwarsa staff and JSP.

The RP states that the Project has already disclosed the grievance mechanism during consultations with land owners and is logging all current grievances. The telephone number of JSP's local community relations officer was also disclosed to all. In the first instance, Affected Households (AH) have gone to the village head to raise grievances or concerns. The PAH should be made more aware of the project grievance procedure, so reports can be made independently to JSP.

4.6 Livelihood Restoration Measures

The RP identified a total of 20 households (71 people) as vulnerable based on the criterion of: households with an income below the poverty line; landless; elderly as the head of household; female head of households and as such eligible for livelihood restoration support from the Project. These households will be offered support in the form of:

- Project employment during construction upon, procurement of goods and services from female headed households during construction,
- implementation of a scholarship program/vocation training activities and
- support in terms of small-scale agriculture.

The RP states that these activities will be implemented over a period of three years during construction and will be monitored and reported on bi annually to ensure programme sustainability and restoration of livelihoods. As illustrated in Table 4.2 of the RP, for livelihood restoration of affected households the Indonesian regulation stipulates that compensation can be provided in the form of cash compensation, replacement housing, physical resettlement or a combination of two of the above. Whereas *“ADB SPS 2 requires land owners who suffer economic displacement, a comprehensive income and livelihood rehabilitation programme, supported by an adequate budget, to be in place to help the displaced persons improve, or at least restore, their income and livelihoods. Preference in the form of compensation is given to the displaced person, including replacement land. ADB SPS requires special measures to accomplish income restoration and provide support, when necessary, for affected vulnerable households.”* The RP has stated that the Project “will develop an LRP and a CSR program will be implemented for the affected poor and vulnerable people across the project whereby the land owner will be provided the option of participating if they choose to”. The LRP which sits within the RP focuses on vulnerable households only. A more extensive LRP is required for other land owners and members of affected households from the project.

The LRP has focused on vulnerable groups and will need to be updated to cover additional vulnerable households based on the revision of the number of affected households in the coastal area. Non-vulnerable households will be incorporated into the CDP. These livelihood measures proposed are yet to be established. There are no gender specific targets in the RP. This will be determined in the production of the LRP.

The proposed detailed LRP and Community Development Plans need to be cognisant of type of impact on those losing land. The following two interviews below with vulnerable heads of households who had lost between 40% to 85% of their total land revealed some sensitivity towards how compensation has been managed and how the proposed detailed LRP would assist affected households:

- One elderly resident with little knowledge of the land transfer process who was in receipt of IDR 1.4bn (US\$97,000) compensation for land acquisition required for the tower footings, stated that her brother (a separate land owner and recipient of cash compensation) requested IDR400,000,000 (US\$27,000) to pay

for taxes and administrative costs. This is an erroneous request by the brother, but the sister willingly handed over the amount and she does not expect to receive it back later. With the compensation, the land owner purchased 3ha of fish ponds, 1 ha of paddy and 7,500m² of land which she rents to sharecroppers thus being better off from her increased assets than before the acquisition.

- Another vulnerable land owner had 2.9ha of land acquired. They received 70,000m² receiving IDR2.03bn in compensation. With the compensation received the land owner bought 6ha of fish ponds and distributed IDR100,000,000 (US\$7,000) for each of their three children.

In the two examples above, training on financial management could benefit recipients of compensation by assisting in how they manage their finances. Whilst it is apparent that many households who had land acquired have directly doubled their land size, the project sponsors should be conversant in how recipients who are traditionally used to seasonal payments are managing one-time disbursements. The proposed CDP could consider financial management within the proposed programmes.

4.7 Management

4.7.1 Budgetary expenditure

An estimated budget of IDR **426,300 million (US\$30.3m)** was allocated for procurement of land through the negotiated settlement. The budget includes: (i) detailed costs of land acquisition, (ii) source of funding, (iii) administrative cost, including staff training, (iv) monitoring cost, and (v) arrangement costs for approval and responsibilities, the flow of funds and contingency arrangements. JSP will ensure timely fund's disbursement and will prepare all the necessary plans. However, the budget is not specific to which staff require training. Training by the CLO to delivery of the monitoring of the project grievances and LRP will and elements within the ESAP are required.

JSP confirmed to Jacobs that planned budgetary expenditure for negotiated settlement will need to be revised upwards once the final compensation agreement rate is decided for the PJT2 (the SoE) and for the additional households who have been identified in the coastal areas as a result RoW being accurately demarcated and more land being required for the access road.

Furthermore, there is a need to increase the budget for livelihood measures to correspond with the number of vulnerable households with land in the coastal area. In addition to the vulnerable households who have been identified from the land acquisition process, more vulnerable households may be identified from non-land acquisition components, such as the restriction placed around the FSRU and the impact on fisherfolk.

4.7.2 Monitoring

Internal monitoring by JSP of the project implementation will be provided to Lenders every quarter as part of the Project Progress Report (PPR) and monthly to address immediate actions. The PPR will have a section on the implementation of the RP. Table 11.1 of the RP provides a list of suggestive indicators to monitor.

Monitoring has commenced on many of the indicators suggested in Table 11.1 of the RP. For instance, monitoring of consultation against activities has begun (evident in the Stakeholder engagement plan and Annex 4 'detail reroute of the tower footings') and a grievance log has been established to record commentary from affected persons.

Monitoring and reporting of the project components as they progress is required to ensure and project activities relating to land acquisition, restrictions, consultation process and compensation measures are identified to not cause any undue impact as well as to identify impacts and whether the proposed mitigation measures including monitoring and management are sufficient.

External monitoring is also planned every six months.

4.8 ADB SR 2 Compliance

Outlined below in Table 4-2 is an assessment of SR2 15 principles based against the findings of this audit.

Through examining the 15 ADB SR2 principles against the actions undertaken by JSP and externally monitored through interviews, workshops, documentation reviews there is full compliance to the Bank's SR2. The Table provides commentary on how the compliance to ADB SR2 can enhance the delivery of the items against ADB SR2.

Table 4-2: Compliance Review against ADB SR2

#	ADB SR 2 Principles	Resettlement Plan context	Comments on Compliance	CAP Reference
1	To avoid involuntary resettlement wherever possible	The project resettlement policy (outlined in section 4.4.2 of the RP) for the tower footings and substation states that land acquisition will be conducted through a willing-buyer and willing seller principle.	Compliance: Efforts have been made to avoid involuntary resettlement by (i) realigning the tower footings in 45 locations (ii) undertaking a willing buyer-willing seller principle for land acquisition and (iii) constructing project components along the RoW.	N/A
2	Minimise involuntary resettlement by exploring project and design alternatives	Section 2.3 of the RP states how design alternatives where considered.	Compliance: Annex 4 of the RP provides details why the transmission towers had to be rerouted 45 times to minimise project impacts and to obtain willing buyer-willing seller principle. Additionally, farmers/land owners have been able to harvest up to and after the construction period.	N/A
3	Survey and/or census of displaced persons including gender analysis	Section 7 provides details of socio-economic survey of affected persons	<p>Compliance: a census survey has been undertaken of affected persons of the tower footings, substation. For the coastal area (access road, pipeline)</p> <p>For the additional land requirement in the coastal area. Future monitoring reports (May 2019) will capture adequacy of the census data collected. It's recommended efforts are made to identify vulnerable and gender disaggregated data is used so appropriate livelihood measures can be provided.</p>	# R1
4	Carry out meaningful consultation with affected persons to ensure their participation in the planning, implementation and monitoring of resettlement programmes. Pay attention to vulnerable groups	Section 5 of the RP provides information on disclosure, consultation and participation. Annex 8 of the RP provides material of that was presented to communities.	Planning Phase: Compliance: participation on land restriction and compensation process took place within a rapid period to AH and villagers. Key information was disclosed; process of compensation; H&S risks explained alongside	N/A

#	ADB SR 2 Principles	Resettlement Plan context	Comments on Compliance	CAP Reference
			<p>project design. Minutes of meetings documented. Some signatures of land owners are not evident.</p> <p>Not Yet Due - Implementation Phase : Livelihood measures targeting affected land users and households who will be impacted by restrictions over land (and water) require meaningful consultation. Payment and land measurements will need to be verified in the monitoring report</p>	# R2
5	Establish a grievance mechanism	Chapter 6 of the RP records the GRM process.	<p>Compliance: For land acquisition, the willing seller-willing buyer principle ensured that consultation, negotiation and compensation processes were successfully agreed by both parties.</p> <p>For the land restrictions imposed by the transmission line RoW and for the power plant, a CLO has been employed by JSP to resolve any grievances. All grievances are registered in the grievance log</p>	N/A
6	Improve or at least restore the livelihoods of displaced persons through land-based resettlement when affected livelihoods are land based where possible, or cash compensation at replacement value	Chapter 4.4.1 of the RP discusses replacement value and, in the entitlement matrix whereby Replacement value was based on NJOP and market value.	<p>Compliance: In line with the RP, JSP is preparing a Community Development Plan (CDP) and a full LRP and cash compensation at replacement value. Compensation was negotiated on a willing buyer-willing seller basis with all parties confirming that they have received more than double the current market value and reaching at least full replacement cost. All legal owners/ land owners with heritage land rights interviewed were aware of the market price established. Compensation at replacement cost with consideration of the NJOP, current market value, and owners' value/ expected price of the land was used.</p>	N/A

#	ADB SR 2 Principles	Resettlement Plan context	Comments on Compliance	CAP Reference
			<p>The expediency of disbursement has not led to any price fluctuations in the market price since the valuation was completed.</p> <p>Compensation for land users and those losing assets has yet to commence. Requirement of LRP remains</p>	
7	Prompt compensation at full replacement cost for assets that cannot be restored for lost assets	The price negotiation considered the object taxable value (NJOP), current market price and land owners' expectation / value of his / her land. The compensation for the transmission line right of way will be calculated based on the market rate approved by an independent appraiser adhering the Regulation of Ministry of Energy and Mineral Resources Indonesia (MoMR) Number 38/2013.	<p>Compliance: An expeditious compensation process was in place for private landowners. Whilst 97% of all land owners have been compensated, JSP is ready to compensate the remaining 3% once their identity can be confirmed. Escrow accounts have been established if the identities or full documentation of the land owner(s) cannot be established before construction commences.</p> <p>Two types of compensation are available for those under the transmission line or on leased land: Efforts are being made to provide compensation to State Owned enterprises. If the outstanding compensation to PJT2 is delayed beyond 12 months there may be a requirement to reevaluate assets</p>	Item #1 #2 #3
8	Improve the standards of living of the displaced poor including vulnerable groups and women to national minimum standards	RP provides overview how economically displaced persons are compensated above market rates. Vulnerable groups are identified.	<p>Not yet due: The CDP / LRP are being developed at the time of writing this Audit and will be reviewed as a separate item to this Audit.</p> <p>Livelihood measures targeting vulnerable households has commenced. The LRP will need to consider the additional households from the coastal areas and the results of the fisherfolk survey affecting people around the exclusion zone of the FSRU</p>	# R3

#	ADB SR 2 Principles	Resettlement Plan context	Comments on Compliance	CAP Reference
9	Develop procedures in a transparent, consistent and equitable manner to ensure those who enter negotiated settlement will maintain the same or better income and livelihood status	Section 4.4.2 of the RP lays out the key resettlement policies which are transparent and consistent.	Compliance: Negotiated settlement was used for tower footings and Coastal areas which involved willing seller-willing buyer principles. Documentation review and interviews in the field provided evidence of negotiated settlement, which was transparent, meaningful and equitable between land owner and JSP. Documentation and review of vulnerable households provided evidence that compensation amounts provided are more than double that of the market value	N/A
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	Section 7.5 states that there are no landless in the project area. Persons with formal legal rights and those without legal rights but have claims recognizable under national law will have to be compensated for the lost land. For those occupying the land without legal or legally recognizable title will be compensated for the loss of non-land assets	Compliance: The project avoided non-recognisable land without title. Efforts have been made to identify under-utilised or unused land in the project area. Photographic evidence of squatter units on land belonging to PJT II are warungs or residences could support monitoring to avoid unnecessary claims or occupation to PJT2 land.	# R4
11	Prepare a resettlement plan elaborating on displaced persons' entitlements, the income and livelihood restoration strategy, institutional arrangements, monitoring and reporting framework, budget, and time-bound implementation schedule	Provided through the draft RP issued in June 2018. The Project will develop an LRP and a CSR program will be implemented for the affected poor and vulnerable people across the project	Compliance: An RP was publicly disclosed in June 2018 and will be updated to reflect the actual condition of affected assets and people in the coastal areas. Not Yet Due – Implementation: The LRP was being prepared at the time of the Audit. Would recommend financial management / training to vulnerable households who are recipients of compensation.	# R5 # R3
12	Disclose the RP including documentation of the consultation process in a timely manner, before project appraisal, in an	The RP is published on the ADB website in June 2018	Compliance: The RP has been disclosed on the ADB website. The relevant information in the RP was shared with the affected people in the local language and in an understandable form. The	# R6

#	ADB SR 2 Principles	Resettlement Plan context	Comments on Compliance	CAP Reference
	accessible place and a form and languages understandable to affected persons. Disclose the final RP and its updates to affected persons and other stakeholders		<p>Affected persons (for land acquisition) can obtain relevant information from the local project office and from the village leader. Names of affected households under the TL are published.</p> <p>The updated RP will include the additional households in the coastal area . A translated summary of the RP and LRP, will be provided by JSP.</p>	
13	Include the full costs of resettlement in the presentation of project's costs and benefits.	Table 4.3 of the RP provides the entitlement matrix and chapter 10 provides the land acquisition budget	<p>Compliance: Full costs provided in the RP.</p> <p>For the additional land required in the coastal area, supplementary data will be incorporated into a revised RP</p>	# R5 # R7
14	Pay compensation and provide other resettlement entitlements before economic displacement	Table 4.3 of the RP provides the entitlement matrix and chapter 10 provides the land acquisition budget	<p>Compliance: All compensation has been distributed before economic displacement.</p> <p>The outstanding 3% of private land owners not receiving 100% payment are likely to be paid before construction takes place once the formal land certification by BPN is complete.</p> <p>In cases where there is a mismatch in the documentation preventing compensation to be paid, escrow accounts can be established</p>	Item #1 & #2 #3

#	ADB SR 2 Principles	Resettlement Plan context	Comments on Compliance	CAP Reference
15	Monitor and assess resettlement outcomes, their impacts on the standards of living of displaced persons	Table 4.2 states Bi annual reporting on land acquisition process and compliance issues. Internal monitoring to lenders every quarter.	<p>Compliance: Bi annual reporting due 60 days after financial close. (mid 2019)</p> <p>Future monitoring should check for consistency between project land owner names, notably the 3% of landowners yet to receive 100% compensation.</p> <p>Monitoring should include the additional coastal households not recorded in the existing RP in the coastal areas</p>	Item #3,4,5

4.9 Compliance Conclusions

Measured against the itemised 15 ADB SR2 principles, the project is rated as compliant against SR2.

Identified gaps from table 4-2 remain in areas such lack of documentation, or missing signatures of critical documents within the land transfer process. A managed database to monitor affected persons was also identified as an element to strengthen the project. Disclosure of summary documentation of the RP and LRP is planned by JSP and is expected within the coming months, to supplement the extensive community consultations. The identified gaps do not generate non-compliance. Implementation measures to address these gaps are captured in the Corrective Action Plan in Chapter 6.

Table 4-2 also distinguishes that whilst compensation has largely been paid to individuals, any outstanding compensation payment is hindered by the formal land certification process at BPN which is not yet complete. There are also discrepancies with the land title mismatching with title deed of owners which can hinder disbursement. Such anomalies relate to external governance features outside of the project, rather than JSP not dispersing compensation.

On the matters relating to compensation not being paid to PJT2, for land affected by the transmission line the compensation remains ongoing, as there is no clarity from the Government of Indonesia as to which department and to whom would be the recipient of the compensatory funds. Compensating before economic displacement has occurred the project remains compliant, but a CAP has been produced to enhance the delivery of the project against SR2

In addition to the CAP recommendations which are itemised #1 to #3, the Audit additionally 'recommends' measures that should be undertaken for future external monitoring. The recommendations do not fall under the compliance of this Audit, but they should be considered and will be used as a key indicator for the next audit in 5-6 months-time. Each of the '*recommendations*' are itemised in the compliance table #R1- #R8

Of note, the updated RP will cover the additional 20 people and new costs. The compliance table below is not measured against the outstanding 20 households.

5. Corrective Action Plan (ADB SR2)

This chapter presents the Corrective Action Plan (CAP). The compliance review table noted that the measures undertaken by JSP against the ADB SR2 principles, resulted in full compliance. However, by ensuring the delivery of three thematic areas identified from the compliance table would enhance the delivery of these items' and improve compliance against ADB SR2, thus strengthening the delivery of project to ADB safeguards.

The CAP establishes the following:

- The CAP lists recommendations under thematic area, listing the corresponding deliverable or Key Performance Indicator (KPI) to enhance the Project's compliance to SR2.
- Nominates which entity will take responsibility to deliver the KPI and corrective action
- A timeline to resolve the corrective action, which will either follow the key timelines of the project such as financial close, construction or operational milestones
- Provides the basis for monitoring the project

The CAP is listed in Table 5-1 below.

Table 5-1: CAP to enhance compliance against ADB SR2

#	Topic	Deliverable / KPI	Responsibility	Timeline to Resolve	Est. budget
1	Compensation	<ul style="list-style-type: none"> a. JSP to provide 100% payment (<i>kwitansi</i>) to all land owners under tower footings and coastal areas and 100% payment of compensation for land owners under the transmission line. b. The names of the Land owner (in the land certificate) must match with the RoW deeds for the outstanding residential plots. c. Transaction documentation completed. Payment to village land must be made and notarised. Recognizing discrepancies often occur within the land title transfer documentation process within Indonesia, JSP will undertake efforts to match the name of the land title certificate with the RoW deeds. In cases where the title of the deed does not match with the name of the land owner, or where it is not possible to provide alignment between land title and land owner names, supporting documentation and adequate reasons must be provided to justify such a situation. This will be recorded (as per item #2 and #3 in the CAP). d. Regarding outstanding compensation for the PJT2 lands, JSP will follow the applicable regulations for compensation to PJT2 lands in discussion with the relevant government authorities. 	JSP/Kwarsa	Before construction of the relevant sections commences	JSP internal resources
2	Monitoring	<ul style="list-style-type: none"> a. Database: Subject to discussion with landowners and BPN (to provide supporting documentation), a consolidated comprehensive database and consistent records of those Affected households from the land acquisition and RoW transmission line needs to be created, or maintained 	JSP /Kwarsa	Before 15 June 2019	JSP internal resources

		<p>b. Documentation Management: There needs to consistency and alignment in land owner records. Correct file names of land owners to show alignment with APH* and SHGB*. Justification on documentation to be provided where the land title differs from land owner names</p> <p>c. The following are to be well documented:</p> <ul style="list-style-type: none"> • compensation payments received, • legal documents notarised.. • Consistency in land sizes of land owner in the documentation provided and the SHGB • File names corrected (justification and documentation to be provided where the land title differs from land owner names). • Information in the RP updated. • Community liaison officer is commissioned and employed 			
3	Valuation	<p>Regarding outstanding compensation for the PJT2 lands, JSP will follow the applicable regulations for compensation to PJT2 lands in discussion with the relevant government authorities.</p> <p>Subject to the discussion with relevant government authorities, if compensation has not been disbursed 24 months from when the assets were originally valued, it is recommended that JSP update the valuation for the land owned by PJT2. If compensation has been paid prior to April 2020 no revaluation is required.</p>	Independent appraiser	April 2020	JSP internal resources

*APH *Akta Pelepasan Hak* - ownership transfer letter *SHGB *Sertifikat Hak Guna Bangunan*/ building rights title - The final administrative process is the issuance of a land certificate

6. Recommendations

The following recommendations, are made based on the findings of the Audit. As referenced earlier, whilst the recommendations do not fall under the compliance of this Audit, they should be considered and used as a key indicator for external monitoring of the project in 5-6 months-time.

Each of the '*recommendations*' are itemised in the compliance table #R1- #R8

Table 6-1 Recommendations for future monitoring

#	Topic	Deliverable / KPI	Responsibility	Timeline to Resolve
R1	Survey	Additional survey of newly affected households in coastal areas. Identification of vulnerable households in the coastal areas in the revised survey should be added to total affected vulnerable households to correspond to livelihood measures required	JSP	Before construction in coastal areas commences
R2	Meaningful consultation	Consultation delivered to additional households in the coastal area affected under the RoW	JSP	Before construction in coastal areas commences
R3	Entitlements (1)	A LRP and CSR programme (produced in January 2019) will need to be finalised. The LRP should pay attention to vulnerable households, as well as to land users and those losing non-land assets. Recommendations for livelihood measures should be considered on a one-on-one basis. Area to address include: <ul style="list-style-type: none"> Financial management introduced to vulnerable AHs Consider double vulnerable groups (elderly, female headed households) and necessary measures. Monitor impacts on targeting groups by gender	JSP	Before construction in coastal areas commences
R4	Entitlements (2)	To manage fraudulent claims and reputational risk, document squatter units as a 'snapshot' or, 'point in time' to understand the numbers of squatters moving onto land belonging to PJT II under the TL ROW.	JSP / Kwarsa	Before construction commences
R5	Entitlements (3)	An amendment RP to include additional affected households in the coastal areas	JSP	Before construction in coastal areas commences
R6	Disclosure	Translation of the main elements and contents of the RP and LRP into Bahasa	JSP	Before construction commences
R7	Monitoring	Supplementary material to update the RP as referenced in #R5 (above)	JSP / ERM	Before construction commences

#	Topic	Deliverable / KPI	Responsibility	Timeline to Resolve
R8	Budget	<ul style="list-style-type: none">a. Increase in budget amount. Budget for land acquisition needs to be updated (in the updated RP) to reflect rate agreed for the additional land in the coastal area affecting the 32 households.b. Updated budget for vulnerable households to be included for livelihood restoration measures in the LRP /CDP	JSP	Before construction commences

7. Conclusion

The Audit has undertaken an assessment of land acquisition of tower footings and substations along coastal areas affected by the onshore pipeline and access roads. The Audit also assessed land use restrictions placed on private households, village land and on government held entities. From a series of interviews, focus groups, stakeholder meetings and an audit of documentary files compliance against ADB SR2 has been reviewed.

Under the 15 ADB SR2 principles listed in Table 4-2, the project is compliant against ADB SR2. Whilst the project is compliant to the identified principles, there are three thematic areas that would *enhance* the delivery of the project against SR2. These thematic areas refer to delivery of compensation to all affected parties; establishing a database with appropriate documentation management and consideration of revaluation of assets to PJT2 land if compensation cannot be disbursed by JSP within 24 months. These three thematic areas embedded within the CAP would 'enhance' the delivery of the project.

A separate list of 'recommendations' has also been produced. Whilst the recommendations do not fall under the compliance of this Audit, JSP should consider them as they will be used as a key indicator for the next external audit in 5 months-time.

Appendix A. Detail Land Restriction Review – Affected Persons & Institutions

	Documentation Acceptable
	Document Missing - Minor Matter
	Ongoing Process
	Documentation Missing - Major Matter

					Sosialisation	N/A	AJB, ID, Land Cert	BA & Photos	
Land information					Land Restriction Documentation Check				
Regency	Village / DESA	Project Component (a)	Name of Owners / Users (b)	Land Plot Number (c)	Initial Consultation Minuted (d)	Subsequent negotiation minuted and signed (e)	Confirmation of landowner and use (f)	Row Deeds (g)	Bank transfer same as final agreement (h)
Karawang	Gilamaya	TL		T.03-T.04	Yes	N/A	N/A	Yes	Yes
	Gilamaya	TL		T.04-T.05	Yes	N/A	N/A	Yes	NO
	Gilamaya	TL		T.03-T.04	Yes	N/A	N/A	Yes	Yes
	Gilamaya	TL		T.04-T.05	Yes	N/A	N/A	Yes	Yes
	Gilamaya	TL		T.04-T.05	Yes	N/A	N/A	Yes	Yes
	Gilamaya	TL		T.04-T.05	Yes	N/A	N/A	Yes	Yes
	Gilamaya	TL		T.04-T.05	Yes	N/A	N/A	Yes	Yes
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	Gilamaya	TL		T.05-T.06	Yes	N/A	N/A	Yes	NO
	Gilamaya	TL		T.03-T.04	Yes	N/A	N/A	Yes	Yes
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[illegible]

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Pasirukem	TL		T.15-T.16	N/A	N/A	N/A	N/A	Yes
Pasirukem	TL		T.17-T.17	Yes	N/A	N/A	Yes	Yes
Pasirukem	TL		T.17-T.18	Yes	N/A	N/A	Yes	Yes
Pasirukem	TL		T.17-T.18	Yes	N/A	N/A	Yes	Yes
Pasirukem	TL		T.17-T.18	Yes	N/A	N/A	Yes	Yes
Pasirukem	TL		T.17-T.18	Yes	N/A	N/A	Yes	Yes
Pasirukem	TL		T.17-T.18	Yes	N/A	N/A	Yes	Yes
Pasirukem	TL		T.17-T.18	Yes	N/A	N/A	Yes	
Pasirukem	TL		T.17-T.18	Yes	N/A	N/A	Yes	Yes
Pasirukem	TL		T.17-T.18	Yes	N/A	N/A	Yes	Yes
Pasirukem	TL		T.17-T.18	Yes	N/A	N/A	Yes	Yes
Pasirukem	TL		T.17-T.18	Yes	N/A	N/A	Yes	Yes
Pasirukem	TL		T.17-T.18	Yes	N/A	N/A	Yes	Yes
Pasirukem	TL		T.18-T.19	Yes	N/A	N/A	Yes	Yes
Pasirukem	TL		T.18-T.19	N/A	N/A	N/A	N/A	Yes
Pasirukem	TL		T.18-T.19	N/A	N/A	N/A	N/A	Yes
Muktijaya	TL		T.18-T.19	Yes	N/A	N/A	Yes	Yes
Muktijaya	TL		T.18-T.19	Yes	N/A	N/A	Yes	Yes
Muktijaya	TL		T.18-T.19	Yes	N/A	N/A	Yes	Yes
Muktijaya	TL		T.18-T.20	Yes	N/A	N/A	Yes	Yes
Muktijaya	TL		T.19-T.20	N/A	N/A	N/A	N/A	Yes
Muktijaya	TL		T.19-T.20	Yes	N/A	N/A	Yes	Yes
Muktijaya	TL		T.19-T.20	Yes	N/A	N/A	Yes	Yes
Muktijaya	TL		T.19-T.20	Yes	N/A	N/A	Yes	Yes
Muktijaya	TL		T.19-T.20	Yes	N/A	N/A	Yes	Yes
Muktijaya	TL		T.19-T.20	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.21-T.24	N/A	N/A	N/A	N/A	Yes
Tegalurung	TL		T.21-T.22	N/A	N/A	N/A	N/A	Yes
Tegalurung	TL		T.21-T.22	N/A	N/A	N/A	N/A	Yes

Tegalurung	TL		T.21-T.22	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.21-T.22	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.22-T.22	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.22-T.22	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.22-T.23	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.22-T.23	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.22-T.23	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.22-T.23	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.22-T.23	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.22-T.23	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.22-T.23	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.22-T.23	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.22-T.23	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.22-T.23	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.22-T.23	N/A	N/A	N/A	N/A	Yes
Tegalurung	TL		T.23-T.23	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.23-T.24	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.23-T.24	Yes	N/A	N/A	Yes	Yes
Tegalurung	TL		T.23-T.24	N/A	N/A	N/A	N/A	Yes
Manggungjaya	TL		T.23-T.24	N/A	N/A	N/A	N/A	Yes
Manggungjaya	TL		T.23-T.24	N/A	N/A	N/A	N/A	Yes
Manggungjaya	TL		T.23-T.24	Yes	N/A	N/A	Yes	Yes
Manggungjaya	TL		T.23-T.24	Yes	N/A	N/A	Yes	Yes
Manggungjaya	TL		T.23-T.24	Yes	N/A	N/A	Yes	Yes
Manggungjaya	TL		T.23-T.24	Yes	N/A	N/A	Yes	Yes
Manggungjaya	TL		T.23-T.24	Yes	N/A	N/A	Yes	NO
Manggungjaya	TL		T.23-T.24	Yes	N/A	N/A	Yes	NO
Manggungjaya	TL		T.24-T.25	N/A	N/A	N/A	N/A	Yes
Manggungjaya	TL		T.24-T.25	N/A	N/A	N/A	N/A	Yes
Manggungjaya	TL		T.24-T.25	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.23-T.24	N/A	N/A	N/A	N/A	Yes
Sumurgede	TL		T.23-T.24	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.24-T.25	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.24-T.25	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.24-T.25	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.24-T.25	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.25-T.26	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.24-T.25	N/A	N/A	N/A	N/A	Yes
Sumurgede	TL		T.24-T.25	N/A	N/A	N/A	N/A	Yes
Sumurgede	TL		T.24-T.25	N/A	N/A	N/A	N/A	Yes

Sumurgede	TL		T.24-T.25	N/A	N/A	N/A	N/A	Yes
Sumurgede	TL		T.24-T.25	N/A	N/A	N/A	N/A	Yes
Sumurgede	TL		T.25-T.26	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.25-T.26	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.25-T.26	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.25-T.26	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.26-T.27	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.25-T.26	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.25-T.27	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.25-T.26	Yes	N/A	N/A	Yes	NO
Sumurgede	TL		T.25-T.26	Yes	N/A	N/A	Yes	NO
Sumurgede	TL		T.24-T.25	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.26-T.27	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.26-T.27	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.26-T.27	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.26-T.27	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.26-T.27	Yes	N/A	N/A	Yes	Yes
Sumurgede	TL		T.26-T.27	Yes	N/A	N/A	Yes	NO
Sumurgede	TL		T.26-T.27	N/A	N/A	N/A	N/A	Yes
Jayanegara	TL		T.27-T.28	N/A	N/A	N/A	N/A	Yes
Jayanegara	TL		T.27-T.28	N/A	N/A	N/A	N/A	Yes
Jayanegara	TL		T.27-T.28	N/A	N/A	N/A	N/A	Yes
Jayanegara	TL		T.27-T.28	N/A	N/A	N/A	N/A	Yes
Jayanegara	TL		T.27-T.28	N/A	N/A	N/A	N/A	Yes
Jayanegara	TL		T.27-T.28	Yes	N/A	N/A	Yes	Yes
Jayanegara	TL		T.27-T.28	Yes	N/A	N/A	Yes	Yes
Jayanegara	TL		T.27-T.28	Yes	N/A	N/A	Yes	Yes
Jayanegara	TL		T.27-T.28	Yes	N/A	N/A	Yes	Yes
Jayanegara	TL		T.28-T.29	Yes	N/A	N/A	Yes	Yes
Jayanegara	TL		T.28-T.30	Yes	N/A	N/A	Yes	Yes
Jayanegara	TL		T.28-T.29	Yes	N/A	N/A	Yes	Yes
Jayanegara	TL		T.28-T.29	Yes	N/A	N/A	Yes	Yes
Jayanegara	TL		T.27-T.28	Yes	N/A	N/A	Yes	Yes
Jayanegara	TL		T.28-T.29	N/A	N/A	N/A	N/A	Yes
Jayanegara	TL		T.28-T.29	N/A	N/A	N/A	N/A	Yes
Jayanegara	TL		T.28-T.29	N/A	N/A	N/A	N/A	Yes
Jayanegara	TL		T.28-T.29	Yes	N/A	N/A	Yes	Yes
Jayanegara	TL		T.27-T.28	Yes	N/A	N/A	Yes	Yes
Jayanegara	TL		T.27-T.28	Yes	N/A	N/A	Yes	Yes
Jayanegara	TL		T.28-T.29	Yes	N/A	N/A	Yes	Yes
Jayanegara	TL		T.29-T.30	Yes	N/A	N/A	Yes	Yes

Jayanegara	TL		T.29-T.30	Yes	N/ A	N/ A	Yes	Yes
Jayanegara	TL		T.29-T.30	Yes	N/ A	N/ A	Yes	Yes
Jayanegara	TL		T.29-T.30	Yes	N/ A	N/ A	Yes	Yes
Jayanegara	TL		T.30-T.31	Yes	N/ A	N/ A	Yes	Yes
Jayanegara	TL		T.30-T.31	Yes	N/ A	N/ A	Yes	Yes
Jayanegara	TL		T.30-T.31	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.30-T.31	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.30-T.31	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.30-T.31	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.30-T.31	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.30-T.31	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.30-T.34	N/ A	N/ A	N/ A	N/ A	Yes
Purwajaya	TL		T.30-T.34	N/ A	N/ A	N/ A	N/ A	Yes
Purwajaya	TL		T.30-T.34	N/ A	N/ A	N/ A	N/ A	Yes
Purwajaya	TL		T.31-T.32	N/ A	N/ A	N/ A	N/ A	Yes
Purwajaya	TL		T.31-T.32	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.31-T.32	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.31-T.32	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.31-T.32	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.31-T.32	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.32-T.33	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.32-T.33	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.32-T.33	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.32-T.33	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.32-T.33	N/ A	N/ A	N/ A	N/ A	Yes
Purwajaya	TL		T.32-T.33	N/ A	N/ A	N/ A	N/ A	Yes
Purwajaya	TL		T.33-T.34	N/ A	N/ A	N/ A	N/ A	Yes
Purwajaya	TL		T.33-T.34	N/ A	N/ A	N/ A	N/ A	Yes
Purwajaya	TL		T.33-T.34	N/ A	N/ A	N/ A	N/ A	Yes
Purwajaya	TL		T.33-T.34	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.33-T.34	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.30-T.31	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.30-T.31	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.33-T.34	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.33-T.34	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.33-T.34	Yes	N/ A	N/ A	Yes	Yes
Purwajaya	TL		T.34-T.35	Yes	N/ A	N/ A	Yes	Yes
Pagadungan	TL		T.34-T.35	Yes	N/ A	N/ A	Yes	Yes

	Pagadungan	TL		T.34-T.35	Yes	N/A	N/A	Yes	Yes
	Pagadungan	TL		T.35-T.36	N/A	N/A	N/A	N/A	Yes
	Pagadungan	TL		T.35-T.36	N/A	N/A	N/A	N/A	Yes
	Pagadungan	TL		T.35-T.36	N/A	N/A	N/A	N/A	Yes
	Pagadungan	TL		T.35-T.36	N/A	N/A	N/A	N/A	Yes
	Pagadungan	TL		T.36-T.37	N/A	N/A	N/A	N/A	Yes
	Pagadungan	TL		T.35-T.36	Yes	N/A	N/A	Yes	Yes
	Pagadungan	TL		T.35-T.36	Yes	N/A	N/A	Yes	Yes
	Pagadungan	TL		T.35-T.36	Yes	N/A	N/A	Yes	Yes
	Pagadungan	TL		T.36-T.37	Yes	N/A	N/A	Yes	Yes
	Pagadungan	TL		T.36-T.37	Yes	N/A	N/A	Yes	Yes
	Pagadungan	TL		T.36-T.37	Yes	N/A	N/A	Yes	Yes
	Pagadungan	TL		T.36-T.37	Yes	N/A	N/A	Yes	Yes
	Pagadungan	TL		T.36-T.37	Yes	N/A	N/A	Yes	Yes
	Pagadungan	TL		T.37-T.38	Yes	N/A	N/A	Yes	Yes
	Pagadungan	TL		T.37-T.38	Yes	N/A	N/A	Yes	Yes
	Pagadungan	TL		T.37-T.38	N/A	N/A	N/A	N/A	Yes
	Pagadungan	TL		T.37-T.38	N/A	N/A	N/A	N/A	Yes
	Pagadungan	TL		T.37-T.38	N/A	N/A	N/A	N/A	Yes
	Pagadungan	TL		T.37-T.38	N/A	N/A	N/A	N/A	Yes
	Pagadungan	TL		T.37-T.38	N/A	N/A	N/A	N/A	Yes
	Pagadungan	TL		T.37-T.38	N/A	N/A	N/A	N/A	Yes
	Pagadungan	TL		T.37-T.38	N/A	N/A	N/A	N/A	Yes
	Pagadungan	TL		T.37-T.38	N/A	N/A	N/A	N/A	Yes
	Pagadungan	TL		T.38-T.39	N/A	N/A	N/A	N/A	Yes
	Pagadungan	TL		T.38-T.39	N/A	N/A	N/A	N/A	Yes
	Pagadungan	TL		T.38-T.39	N/A	N/A	N/A	N/A	Yes
	Pagadungan	TL		T.38-T.39	N/A	N/A	N/A	N/A	Yes
Bekasi	Bantarjaya	TL		T.93/TS28	Yes	N/A	N/A	Yes	Yes
	Bantarjaya	TL		T.92-T.93	Yes	N/A	N/A	Yes	Yes
	Bantarjaya	TL		T.92-T.93	Yes	N/A	N/A	N/A	Yes
	Karang mekar	TL		T.94-T.95	Yes	N/A	N/A	Yes	NO
	Karang mekar	TL		T.94-T.95	Yes	N/A	N/A	N/A	Yes
	Karang mekar	TL		T.94-T.95	Yes	N/A	N/A	N/A	Yes
	Karang mekar	TL		T.94-T.95	Yes	N/A	N/A	Yes	Yes
	Karang mekar	TL		T.94-T.95	Yes	N/A	N/A	Yes	Yes
	Karang mekar	TL		T.94-T.95	Yes	N/A	N/A	Yes	Yes
	Karang mekar	TL		T.95-T.96	Yes	N/A	N/A	Yes	Yes
	Karang mekar	TL		T.95-T.96	Yes	N/A	N/A	Yes	Yes
	Karang mekar	TL		T.95-T.96	Yes	N/A	N/A	Yes	Yes

Karang mekar	TL		T.94-T.95	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.94-T.95	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.94-T.95	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.94-T.95	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.95-T.96	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.94-T.95	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.94-T.95	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.95-T.96	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.95-T.96	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.95-T.96	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.95-T.96	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.95-T.96	Yes	N/A	N/A	N/A	Yes
Karang mekar	TL		T.95-T.96	Yes	N/A	N/A	N/A	NO
Karang mekar	TL		T.95-T.98	Yes	N/A	N/A	N/A	NO
Karang mekar	TL		T.95-T.96	Yes	N/A	N/A	Yes	NO
Karang mekar	TL		T.96-T.97	Yes	N/A	N/A	Yes	NO
Karang mekar	TL		T.96-T.97	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.96-T.97	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.94-T.95	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.94-T.95	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.96-T.97	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.96-T.97	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.96-T.97	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.97-T.98	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.97-T.98	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.97-T.98	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.97-T.98	Yes	N/A	N/A	Yes	Yes
Karang mekar	TL		T.97-T.98	Yes	N/A	N/A	Yes	Yes
Mekarjaya	TL		T.98-T.99	Yes	N/A	N/A	Yes	Yes
Mekarjaya	TL		T.98-T.99	Yes	N/A	N/A	Yes	Yes
Mekarjaya	TL		T.98-T.99	Yes	N/A	N/A	Yes	Yes
Mekarjaya	TL		T.98-T.99	Yes	N/A	N/A	Yes	Yes
Mekarjaya	TL		T.98-T.99	Yes	N/A	N/A	Yes	Yes
Mekarjaya	TL		T.98-T.99	Yes	N/A	N/A	Yes	Yes
Mekarjaya	TL		T.98-T.99	Yes	N/A	N/A	Yes	Yes
Mekarjaya	TL		T.98-T.99	Yes	N/A	N/A	Yes	Yes
Mekarjaya	TL		T.98-T.99	Yes	N/A	N/A	Yes	Yes
Mekarjaya	TL		T.98-T.99	Yes	N/A	N/A	Yes	Yes
Mekarjaya	TL		T.98-T.99	Yes	N/A	N/A	Yes	Yes
Mekarjaya	TL		T.98-T.99	Yes	N/A	N/A	Yes	Yes

[illegible]

	Karang harum	TL		T.102-T.103	Yes	N/A	N/A	Yes	Yes
	Karang harum	TL		T.103-T.104	Yes	N/A	N/A	N/A	Yes
	Karang harum	TL		T.103-T.104	Yes	N/A	N/A	N/A	Yes
	Karang harum	TL		T.103-T.104	Yes	N/A	N/A	N/A	Yes
	Karang harum	TL		T.103-T.104	N/A	N/A	N/A	N/A	Yes
	Karang harum	TL		T.103-T.104	N/A	N/A	N/A	N/A	Yes
	Karang harum	TL		T.103-T.104	Yes	N/A	N/A	N/A	Yes
	Karang harum	TL		T.104-T.105	Yes	N/A	N/A	Yes	Yes
	Karang harum	TL		T.104-T.105	Yes	N/A	N/A	Yes	Yes
	Karang harum	TL		T.104-T.105	Yes	N/A	N/A	N/A	Yes
	Karang harum	TL			Yes	N/A	N/A	N/A	NO
	Karang harum	TL			Yes	N/A	N/A	N/A	NO
	Karang harum	TL		T.104-T.105	N/A	N/A	N/A	N/A	Yes
	Karang harum	TL		T.104-T.105	N/A	N/A	N/A	N/A	Yes
	Karang harum	TL		T.104-T.105	N/A	N/A	N/A	N/A	Yes
	Karang harum	TL		T.106-T.107	N/A	N/A	N/A	N/A	Yes
	Karang harum	TL		T.106-T.107	N/A	N/A	N/A	N/A	Yes
	Karang harum	TL		T.106-T.107	N/A	N/A	N/A	N/A	Yes
	Karang harum	TL		T.104-T.105	Yes	N/A	N/A	Yes	Yes
	Karang harum	TL		T.104-T.105	Yes	N/A	N/A	Yes	Yes
	Karang harum	TL		T.104-T.105	Yes	N/A	N/A	Yes	Yes
	Karang harum	TL		T.106-T.107	Yes	N/A	N/A	Yes	NO

Appendix B. Detail Land Acquisition Review

	Documentation Acceptable		
	Document Missing - Minor Matter		
	Ongoing Process		
	Documentation Missing - Major Matter		

Land information					Attendance list	BA sosialisasi	owner doc	Land Acquisition Documentation Check		
Regency	Village / DESA	Project Componentant (a)	Name of Owners / Users (b)	Land Plot Number (c)	* Initial Consultation Minuted (d)	* Subsequent negotiation minuted and signed (e)	* Confirmation of landowner and use (f)	APH (g)	SHGB (h)	* Bank transfer same as final agreement (i)
Karawang	Cilamaya	TF		T-003	Yes	Yes	Yes	Yes	Yes	100%
	Cilamaya	TF		T-04C	Yes	Yes	NO	Yes	Yes	100%
	Cilamaya	TF		T-05C	Yes	Yes	NO	Yes	Yes	100%
	Cilamaya	TF		T-006C	Yes	Yes	NO	Yes	Yes	100%
	Cilamaya	TF		T-007	Yes	Yes	Yes	Yes	Yes	100%
	Sukatani	TF		T-008	Yes	Not signed	Yes	Yes	Yes	100%
	Sukatani	TF		T-009	Yes	Not signed	Yes	Yes	Yes	100%
	Sukatani	TF		T-010	Yes	Not signed	Yes	Yes	Yes	100%
	Sukatani	TF		T-011	Yes	Not signed	Yes	Yes	Yes	100%
	Sukatani	TF		T-012	Yes	Not signed	Yes	Yes	Yes	100%
	Pasirrukem	TF		T-015	Yes	Not Complete sign	Yes	Yes	Yes	100%
	Pasirrukem	TF		T-016	Yes	Yes	Yes	Yes	Yes	100%
	Pasirrukem	TF		T-017	Yes	Yes	Yes	Yes	Yes	100%
	Pasirrukem	TF		T-018	Yes	Yes	Yes	Yes	Yes	100%
	Muktijaya	TF		T-019	Yes	Not Complete sign	Yes	Yes	Yes	100%
	Sukamulya	TF		T-013	Yes	Yes	Yes	Yes	Yes	100%
	Sukamulya	TF		T-014	Yes	Yes	Yes	Yes	Yes	100%
	Sukamulya	TF		T-020	Yes	Yes	Yes	Yes	Yes	100%
	Sukamulya	TF		T-021	Yes	Yes	Yes	Yes	Yes	100%
	Tegalurung	TF		T-022	Yes	Yes	NO	Yes	Yes	100%
	Tegalurung	TF		T-023	Yes	Not Complete sign	Yes	Yes	Yes	100%
	Manggunjaya	TF		T-024	Yes	Yes	Yes	Yes	Yes	100%
	Sumurgede	TF		T-025	Yes	Yes	NO	Yes	Yes	100%
	Sumurgede	TF		T-026	Yes	Yes	NO	Yes	Yes	100%
	Jayanegara	TF		T-027	Yes	Not signed	NO	Yes	Yes	100%
	Jayanegara	TF		T-028	Yes	Not Complete sign	Yes	Yes	NO	100%
	Jayanegara	TF		T-029	Yes	Not Complete sign	Yes	Yes	Yes	100%
	Jayanegara	TF		T-030	Yes	Not Complete sign	Yes	Yes	Yes	100%

Purwajaya	TF	T-031	Yes	Not Complete sign	Yes	Yes	Yes	100%
Purwajaya	TF	T-032	Yes	Not Complete sign	Yes	Yes	Yes	100%
Purwajaya	TF	T-033	Yes	Not Complete sign	Yes	Yes	Yes	100%
Purwajaya	TF	T-034	Yes	Not Complete sign	Yes	Yes	Yes	100%
Pegadungan	TF	T-035	Yes	Not signed	Yes	Yes	Yes	100%
Pegadungan	TF	T-036	Yes	Not signed	Yes	Yes	Yes	100%
Pegadungan	TF	T-037	Yes	Not Complete sign	Yes	Yes	Yes	80%
Pegadungan	TF	T-038	Yes	Not Complete sign	Yes	Yes	Yes	100%
Pancakarya	TF	T-039	Yes	Not Complete sign	Yes	Yes	Yes	100%
Pancakarya	TF	T-040A & 40B	Yes	Not Complete sign	Yes	Yes	Yes	100%
Pancakarya	TF	T-041	Yes	Not Complete sign	NO	Yes	Yes	100%
Pancakarya	TF	T-042	Yes	Yes	NO	Yes	Yes	100%
Lemahduhur	TF	T-043	Yes	Yes	Yes	Yes	Yes	100%
Lemahduhur	TF	T-044	Yes	Yes	Yes	Yes	Yes	100%
LemahKarya	TF	T-045	Yes	Not Complete sign	NO	Yes	Yes	100%
LemahKarya	TF	T-046	Yes	Not Complete sign	Yes	Yes	Yes	100%
LemahKarya	TF	T-047	Yes	Not Complete sign	NO	Yes	Yes	100%
Dayeuhluhur	TF	T-049	Yes	Not Complete sign	NO	Yes	Yes	100%
Dayeuhluhur	TF	T-050	Yes	Not signed	Yes	Yes	Yes	100%
Dayeuhluhur	TF	T-048	Yes	Yes	NO	Yes	Yes	100%
Sukaraja	TF	T-051	Yes	Yes	Yes	Yes	Yes	100%
Sukaraja	TF	T-052	Yes	Yes	Yes	NO	Yes	100%
Sukaraja	TF	T-053	Yes	Yes	Yes	Yes	Yes	100%
Sukaraja	TF	T-054	Yes	Yes	Yes	Yes	Yes	100%
Sindangsari	TF	T-055	Yes	Yes	Yes	Yes	Yes	100%
Sindangsari	TF	T-056	Yes	Yes	Yes	Yes	Yes	100%
Sindangsari	TF	T-057	Yes	Yes	Yes	Yes	Yes	100%
Sindangsari	TF	T-058	Yes	Yes	Yes	Yes	Yes	100%
Sindangsari	TF	T-059	Yes	Yes	Yes	Yes	Yes	100%
Sindangsari	TF	T-060	Yes	Yes	Yes	Yes	Yes	100%
Sindangsari	TF	T-061	Yes	Yes	Yes	Yes	Yes	100%
Sindangsari	TF	T-062	Yes	Yes	Yes	Yes	Yes	100%
Sampalan	TF	T-063	Yes	Yes	Yes	Yes	Yes	100%
Sampalan	TF	T-064	Yes	Yes	Yes	Yes	NO	100%
Sampalan	TF	T-068	Yes	Yes	Yes	Yes	Yes	100%
Waluya	TF	T-065	Yes	Yes	Yes	Yes	Yes	80%
Waluya	TF	T-066	Yes	Yes	Yes	Yes	Yes	100%
Waluya	TF	T-067	Yes	Yes	Yes	Yes	Yes	100%
Mulyajaya	TF	T-069	Yes	Yes	Yes	Yes	Yes	100%
Mulyajaya	TF	T-070	Yes	Yes	Yes	Yes	Yes	100%
Mulyajaya	TF	T-071	Yes	Yes	Yes	Yes	Yes	100%

	Mulyajaya	TF		T-072	Yes	Yes	Yes	Yes	Yes	100%
	Mulyajaya	TF		T-073A	Yes	Yes	Yes	Yes	Yes	100%
	Mulyajaya	TF		T-073B	Yes	Yes	NO	Yes	Yes	100%
	Mulyajaya	TF		T-074	Yes	Yes	Yes	Yes	Yes	100%
	Karyasari	TF		T-075	Yes	Yes	Yes	Yes	Yes	100%
	Karyasari	TF		T-076	Yes	Yes	Yes	Yes	Yes	100%
	Karyasari	TF		T-077	Yes	Yes	Yes	Yes	Yes	100%
	Karyasari	TF		T-078	Yes	Yes	Yes	Yes	Yes	100%
	Karyasari	TF		T-079	Yes	Yes	Yes	Yes	Yes	100%
	Karyasari	TF		T-080	Yes	Yes	Yes	Yes	Yes	100%
	Kalangsoria	TF		T-081	Yes	Yes	Yes	Yes	Yes	100%
	Kalangsoria	TF		T-082	Yes	Yes	Yes	Yes	Yes	100%
	Kalangsoria	TF		T-083	Yes	Yes	Yes	Yes	Yes	100%
	Kalangsoria	TF		T-086	Yes	Yes	Yes	Yes	Yes	100%
	Kalangsari	TF		T-085	Yes	Yes	Yes	Yes	Yes	100%
	Mekarjaya	TF		T-084	Yes	Yes	Yes	Yes	Yes	80%
	Mekarjati	TF		T-087	Yes	Yes	Yes	Yes	Yes	100%
	Mekarjati	TF		T-088	Yes	Yes	Yes	Yes	Yes	100%
	Tunggakjati	TF		T-089	Yes	Yes	Yes	Yes	Yes	100%
	Tunggakjati	TF		T-090	Yes	Yes	Yes	Yes	Yes	100%
	Tunggakjati	TF		T-091	Yes	Yes	Yes	Yes	Yes	100%
Bekasi	Tunggakjati	TF		T-092	Yes	Yes	Yes	Yes	Yes	100%
	Tunggakjati	TF		T-094A	Yes	Yes	Yes	Yes	Yes	100%
	Tunggakjati	TF		T-094B	Yes	Yes	Yes	Yes	Yes	100%
	Tunggakjati	TF		T-094C	Yes	Yes	Yes	Yes	Yes	100%
	Bantenjaya	TF		T-093	Yes	Not completed doc	Yes	Yes	NO	100%
	Karang Mekar	TF		T-095	Yes	Yes	Yes	Yes	Yes	100%
	Karang Mekar	TF		T-096	Yes	Yes	Yes	Yes	Yes	100%
	Karang Mekar	TF		T-097	Yes	Yes	Yes	Yes	Yes	100%
	Karang Mekar	TF		T-098	Yes	Not Complete sign	Yes	Yes	Yes	100%
	Karang Mekar	TF		T-099	Yes	Not Complete sign	NO	Yes	Yes	100%
	Karang Mekar	TF		T-100	Yes	Yes	Yes	Yes	Yes	100%
	Karang Mekar	TF		T-101	Yes	Yes	Yes	Yes	Yes	100%
	Karang Mukti	TF		T-102	Yes	Yes	Yes	Yes	Yes	100%
	Karang harum	TF		T-103	Yes	Yes	Yes	Yes	Yes	100%
	Karang harum	TF		T-104	Yes	Yes	Yes	Yes	Yes	100%
	Karangmukti	TF		T-105	Yes	Yes	Yes	Yes	Yes	100%
	Karangmukti	TF		T-106	Yes	Yes	Yes	Yes	Yes	100%
	Karangsatu	TF		T-107	Yes	Yes	Yes	Yes	Yes	100%
	Karangsatu	TF		T-108	Yes	Not Complete sign	Yes	Yes	Yes	100%
	Karang Satu	TF		T-109	Yes	Yes	Yes	yes	Yes	100%
	Karangsatu	TF		T-110	Yes	Yes	Yes	yes	Yes	100%
	Karangsatu	TF		T-111	Yes	Yes	Yes	yes	Yes	100%

Karang Sari	TF		T-112	Yes	Yes	Yes	yes	Yes	100%
Karang Rahayu	TF		T-113	Yes	Yes	Yes	yes	Yes	100%
Karang Rahayu	TF		T-114	Yes	Yes	Yes	yes	Yes	100%
Karang Rahayu	TF		T-115	Yes	Yes	Yes	yes	Yes	100%
Karang Rahayu	TF		T-116	Yes	Yes	Yes	yes	Yes	100%
Waluya	TF		T-117	Yes	Yes	Yes	yes	Yes	?
Karang Raharja	TF		T-118	Yes	Yes	Yes	Yes	Yes	100%
Karang Raharja	TF		T-119	Yes	Yes	Yes	Yes	Yes	100%
Karang Raharja	TF		T-120	Yes	Yes	Yes	Yes	Yes	100%
Karang Raharja	TF		T-121	Yes	Yes	Yes	Yes	Yes	100%
Karang Raharja	TF		T-122	Yes	Yes	Yes	NO	Yes	100%
Karang Raharja	TF		T-123	Yes	Amah Maryamah	Amah M	NO	Naserih	100%
Karang Raharja	TF		T-124	Yes	Naserih	Naserih	H. Ranta	Nasim	100%
Karang Raharja	TF		T-125	Yes	Rohimih	Rohimih	M. Mardani	Omih	80%
Karang Raharja	TF		T-126	Yes	Yes	Yes	Yes	Yes	100%
Karang Raharja	TF		T-127	Yes	H. Masin	H. Masin	H. Masin	Rohimih	100%
Karang Raharja	TF		T-128	Yes	Hj. Omih	Hj. Omih	Hj. Omih	Mardani	100%
Karang Raharja	TF		T-129	Yes	Mardani	Mardani	Marzuki	Rohimih	100%

Appendix C. Schedule of Visit

Time	Monday, 1 October 2018	Tuesday, 2 October 2018	Wednesday, 3 October 2018	Thursday, 4 October 2018	Friday, 5 October 2018	Monday, 8 October 2018
AM	Audit opening/kick-off meeting at JSP office.	1 FGD with land users in GIlamaya over CCGT	FGD of Affected Person (AP) from Tower Footings in Kalangsuria village, Karawang.	Interview of PJT II (Perusahaan Umum Jasa Tirta II) over TL in Telagasari branch office, Karawang.	Village meeting over TL in Mekarjaya village, Karawang.	Audit Close out meeting at JSP office on initial findings.
	Discussion with Kwarsa Hexagon and JSP over suitable locations for meetings for Tower Footings and (based on census of vulnerable) TF and TL		FGD of Affected Person (AP) from Tower Footings in Mekarjaya village, Bekasi.			Request for additional information (e.g. minutes of meetings etc).
PM	Travel to Karawang (field).	3 semi structured interviews in Coastal Area with vulnerable individuals in Muara Village, Karawang.	FGD of Affected Person (AP) from Tower Footings in Purwajaya village, Karawang.	Village meeting over TL in Mekarjati village, Bekasi.	Return to Jakarta.	Further review of land acquisition with Jacobs team in Jakarta.
			FGD of Affected Person (AP) from Tower Footings/Substation in Karangrahayu village, Bekasi.	Village meeting over TL in Sukamulya village, Karawang.		
			Interview of Purwajaya village authority over TL, Karawang.		Data review throughout weekend.	

Appendix D. List of Documents reviewed

General

PLTGU Jawa 1 Independent Power Project. ESIA. August 2018 ERM

PLTGU Jawa 1 Independent Power Project. Annex 1 Resettlement Plan, ERM

Land Acquisition

The following documents were reviewed as part of the audit of land acquisition and used in the analysis of Column (e):

- Statement letter of willingness to release the tower site (*Surat pernyataan kesediaan melepas lahan tapak*)
- Minutes negotiation on land price agreement (*Berita Acara Negosiasi & Kesepakatan Harga tanah*)
- Letter of Quotation (*Surat Penawaran Harga*)
- Minutes of land measurement (*Berita Acara pengukuran lahan Tapak Tower*)
- Minutes of payment for tower site land acquisition (*Berita Acara pembayaran pembebasan lahan tapak tower*)
- Ownership transfer letter (*Akta Pelepasan Hak/APH*)
- Building rights title / *Sertifikat Hak Guna Bangunan* (SHGB)

Land Restriction (RoW Transmission Line)

- RoW Deeds signed by individual
- Minutes of RoW compensation payment with photographic evidence
- document of payment receipt (*Kwitansi*)

Appendix E. Sample of Land Measurement Agreement

JAWA SATU POWER

T.04

**SURAT PERNYATAAN
KESEDIAAN MELEPAS LAHAN TAPAK TOWER**

Yang bertandatangan di bawah ini, saya :

Nama



Jenis Kelamin : laki-laki

Umur : 44 tahun

Alamat : Dusun Ketimpal Rt. 001/009 Desa Cilamaya
kecamatan Cilamaya Wetan - Karawang

bertindak untuk dan atas nama diri sendiri sebagai pemilik lahan, menyatakan bahwa
SAYA BERSEDIA MELEPAS/MENJUAL LAHAN kepada PT. JSP untuk kepentingan
pembangunan tapak tower jalur transmisi jaringan SUTET 500 kV PLTGU - GISTET Cilaku
Baru.

Adapun lahan yang dimaksud adalah :

Lokasi Tanah : Desa Cilamaya

No. Bidang Tanah : Persil No. 91 Blok 5111 kwhk No. 3487

Bukti Kepemilikan : AJB

Nomor Bukti Kepemilikan : 1065 / 2012



Luas Tanah Yang Dilepas :

Tapak Tower Nomor : T- 0299

Demikian Surat Pernyataan ini dibuat dengan sebenarnya untuk dipergunakan
sebagaimana mestinya, ditandatangani di hadapan para saksi dalam keadaan sadar dan
tanpa ada paksaan dari pihak manapun,

Saksi-saksi :

Dibuat di : KARAWANG
Pada Tanggal : 13-09-2017
Pemilik Lahan


() ()
(A. H. Firdausy) (A. S. S.)



JAWA SATU POWER

BERITA ACARA NEGOSIASI DAN KESEPAKATAN HARGA TANAH

Pada hari ini Dabu, Tanggal 13 Bulan September Tahun 2017, bertempat di Cilamaya Desa/Kelurahan Cilamaya Kecamatan Cilamaya telah dilaksanakan **negosiasi harga tanah dan telah terjadi kesepakatan harga** antara pemilik lahan dengan PT. JSP seperti tersebut di bawah ini :

1. Nama 
Alamat : Dusun Ketimpal RT 001/009 Desa Cilamaya
Lokasi Tanah : Desa Cilamaya
Luas Tanah : 5200 m²
No. Bidang Tanah : Persil No. 91 Blok 511 khs No. 3987
Sebagai Pemilik Lahan Tapak Tower No. 04 (TF - 004)
2. Nama : HIKMAWAN, A.MD.
Alamat : BANDUNG
Sebagai perwakilan PT. JSP

Setelah proses negosiasi harga dengan harga penawaran sebesar Rp 350.000,- per meter persegi, **KAMI BERSEPAKAT :**


1. Harga tanah tapak tower yang disepakati adalah :
Rp. 250.000,- /M²
(terbilang: Dua Ratus Lima puluh Ribu Rupiah)
2. Pihak penjual bersedia membuka rekening bank pada Bank Mandiri yang selanjutnya akan dijadikan tujuan transfer dana pembayaran pembebasan lahan tersebut di atas.



Demikian Berita Acara ini dibuat dengan sebenarnya, untuk dijadikan acuan dalam pembayaran pembebasan lahan tapak tower

Kami yang bersepakat :

PT JAWA SATU POWER


Pemilik Lahan


(HIKMAWAN)


()

Saksi 1 :

Saksi 2 :


(Aci Huma)


(Asp. E-S)



Mengetahui,
Kepala Desa/Lurah

(KUSWENI)

JAWA SATU POWER

SURAT PENAWARAN HARGA

KATAWANG....., 12 SEPTEMBER 2017

Kepada Yth,
PT. JAWA SATU POWER
Di
Tempat

Dengan Hormat,

Yang bertandatangan di bawah ini, saya :

Nama

Alamat

: Dusun Ketimpal RT 001/009 Desa Cilamaya

Lokasi Tanah

: Desa Cilamaya

No. Bidang Tanah : Persil No. 91 Blok 5111 Kahir No. 3987

Bukti Kepemilikan : A/B No. 1065/2012

No. Tower

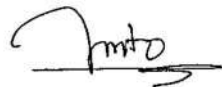
: T. 004

Telah mengetahui rencana kegiatan pembangunan Jalur SUTET 500 kV dan GISTET dan telah menyatakan bersedia melepas/menjual lahan tersebut, dengan ini menyampaikan PENAWARAN HARGA tanah tersebut di atas seperti sebagai berikut :

1. Harga satuan : Rp. 350.000,- /M²
(Terbilang Tiga Ratus Lima Puluh Ribu Rupiah)
2. Pajak : Termasuk /Tidak Termasuk*)

Demikian Surat Penawaran Harga ini saya buat dengan sebenarnya tanpa ada paksaan dari pihak manapun. Atas perhatiannya saya ucapkan terimakasih.

Pemilik Lahan,



*) Coret yang tidak perlu

JAWA SATU POWER

BERITA ACARA PENGUKURAN LAHAN TAPAK TOWER

Pada hari ini, _____, Tanggal _____ Bulan _____ Tahun 2017, bertempat di Desa/Kelurahan _____ telah dilaksanakan **pengukuran lahan** tapak tower jalur Transmisi Jaringan SUTET 500 kV PLTGU - GISTET Cibatu Baru, dengan rincian sebagai berikut :

No. Tapak Tower : T.004
 Nama Pemilik : [REDACTED]
 Alamat Pemilik : Dusun Kemmpal RT 001/009 Desa Cilamaya
 Lokasi Tanah : Desa Cilamaya
 No. Bidang Tanah : Persil No. 81 Blok 511 kahir No. 3487
 Luas Tanah : M² (Panjang M, Lebar M)


Adapun kesepakatan lain dalam proses pengukuran lahan ini adalah :

1. Hasil pengukuran ini akan dijadikan dasar acuan bagi pembayaran tanah Tahap-1 (80%) sebelum dilakukan pengukuran oleh BPN;
2. Apabila terjadi perbedaan luas tanah hasil pengukuran ini dengan hasil pengukuran yang dilakukan oleh BPN, maka kekurangan/kelebihan pembayaran akan diperhitungkan pada pembayaran Tahap-2 (20%).


Demikian Berita Acara Pengukuran ini dibuat dengan sebenarnya untuk dipergunakan sebagaimana mestinya.

Dibuat di : KARAWANG
 Pada Tanggal : 2017

Petugas Ukur
 PT JAWA SATU POWER


 (Hikmahani)

Saksi 1 :


 (Ali Harnadi)

Pemilik Lahan


[REDACTED]

Saksi -2 :


 (Asp. E.S)



JAWA SATU POWER

BERITA ACARA PEMBAYARAN PEMBEBASAN LAHAN TAPAK TOWER

Pada hari ini, _____, Tanggal _____ Bulan _____ Tahun 2017, bertempat di _____
Desa/Kelurahan _____ telah dilaksanakan
pembayaran Tahap-1 (80%) dalam rangka pembebasan lahan tapak tower jalur
Transmisi Jaringan SUTET 500 kV PLTGU – GISTET Cibatu Baru, dengan rincian sebagai
berikut:

No. Tapak Tower : _____
 Nama Pemilik : _____
 Alamat Pemilik : _____
 Lokasi Tanah : _____
 No. Bidang Tanah : _____
 Luas Tanah : M² (Panjang M, Lebar M)
 (sesuai hasil pengukuran & kebutuhan tapak tower)
 Harga Satuan : Rp. /m²
 Jumlah dibayarkan : Rp.
 Terbilang : (.....)

Adapun kesepakatan lain dalam proses pembayaran pembebasan lahan ini adalah :

1. Pembayaran Tahap-2 (20%) akan dibayarkan setelah SHGB terbit dari BPN
2. Dengan pembayaran Tahap-1 (80%) kepemilikan lahan sudah berpindah dari pemilik lama ke pemilik baru (PT. JSP), dibuktikan dengan Surat Pelepasan Hak (SPH) atas tanah yang ditandatangani oleh pemilik lama (penjual);
3. Setelah pembayaran Tahap-1 (80%) ini, pemilik lama tidak dapat menarik kembali perjanjian dan kesepakatan yang telah dibuat sebelumnya (Berita Acara Kesepakatan Harga, Surat Pelepasan Hak);

Demikian Berita Acara ini dibuat dengan sebenarnya untuk dipergunakan sebagaimana mestinya, ditandatangani di hadapan para saksi dalam keadaan sadar dan tanpa ada paksaan dari pihak manapun,

Dibuat di : _____
 Pada Tanggal : 2017

PT JAWA SATU POWER

Pemilik Lahan

(*Men*
Hikemawan)

Saksi 1 :

(*Hiker*
Aci Himmidi)

(*pmto*
[Redacted Signature])

Saksi -2 :

(*Top*
[Redacted Signature])



Mengetahui,
Kepala Desa/ Lurah

JAWA SATU POWER

BERITA ACARA PENGUKURAN LAHAN TAPAK TOWER

Pada hari ini, _____, Tanggal _____ Bulan _____ Tahun 2017 bertempat di _____
Desa/Kelurahan _____ telah dilaksanakan **PENGUKURAN LAHAN** tapak
tower jalur Transmisi Jaringan SUTET 500 kV PLTGU – GISTET Cibatu Baru, dengan
rincian sebagai berikut :

No. Tapak Tower : _____
 Nama Pemilik : _____
 Alamat Pemilik : _____
 Lokasi Tanah : _____
 No. Bidang Tanah : _____
 Luas Tanah : _____ M² (Panjang _____ M, Lebar _____ M)

Adapun kesepakatan lain dalam proses pengukuran lahan ini adalah :

1. Hasil pengukuran ini akan dijadikan dasar acuan bagi penyusunan SHGB
2. Hasil pengukuran ini akan dijadikan dasar bagi sisa pembayaran berikutnya (Tahap-2 20%);
3. Apabila terjadi perbedaan luas tanah hasil pengukuran sebelumnya dengan hasil pengukuran yang dilakukan oleh BPN, maka hasil pengukuran yang dianggap benar adalah hasil pengukuran BPN ini.

Demikian Berita Acara Pengukuran ini dibuat dengan sebenarnya untuk dipergunakan sebagaimana mestinya.

Dibuat di _____ :
 Pada _____ : 2017
 Tanggal _____

PT JAWA SATU POWER

Petugas Ukur BPN

(*men*
Hikmah)

Saksi 1 :

()

Pemilik Lahan:

(*Agus*
Agus Himmidi)

(*Imto*
 _____)



JAWA SATU POWER

BERITA ACARA PEMBAYARAN PEMBEBASAN LAHAN TAPAK TOWER

Pada hari ini, Tanggal Bulan Tahun 2017 bertempat di Desa/Kelurahan telah dilaksanakan **Pembayaran Tahap-2 (20%)** dalam rangka pembebasan lahan tapak tower jalur Transmisi Jaringan SUTET 500 kV PLTGU - GISTET Cibatubaru, dengan rincian sebagai berikut :

No. Tapak Tower :
Nama Pemilik :
Alamat Pemilik :
Lokasi Tanah :
No. Bidang Tanah :
Luas Tanah :

Jumlah dibayarkan : Rp.
Terbilang : ()

Adapun kesepakatan lain dalam proses pembayaran pembebasan lahan ini adalah :

1. Dengan pembayaran Tahap-2 (20%) pembayaran pembebasan lahan selesai 100% sehingga kepemilikan lahan sudah berpindah dari pemilik lama ke pemilik baru (PT. JSP), dibuktikan dengan terbitnya Sertifikat Hak Guna Bangunan (SHGB);
2. Setelah pembayaran Tahap-2 (20%) ini dan terbitnya SHGB dari BPN, maka pemegang SHGB dapat menggunakan lahan tersebut kapanpun sesuai kebutuhan.
3. Setelah pembayaran Tahap-2 (20%) ini dan terbitnya SHGB dari BPN proses jual-beli pembebasan lahan dianggap selesai sehingga pemilik lama/penjual tidak dapat mengajukan keberatan, complain, tuntutan atau menarik kembali perjanjian jual beli.

Demikian Berita Acara ini dibuat dengan sebenarnya untuk dipergunakan sebagaimana mestinya, ditandatangani di hadapan para saksi dalam keadaan sadar dan tanpa ada paksaan dari pihak manapun,

Dibuat di :
Pada Tanggal : 2017

PT JAWA SATU POWER

Pemilik Lahan

(*men Hikmanan*)

Saksi 1 :

(*[Signature]*)

Saksi-2 :

(*Aei Hammidi*)

(*Aep. c.s*)



Appendix F. Sample of Compensation Agreement

BERITA ACARA
PEMBAYARAN KOMPENSASI ROW
JALUR TRANSMISI 500 kV

Pada Hari ini, Senin Tanggal 16 (enambelas) Bulan April tahun 2018, bertempat di Aula Kantor Desa/Kelurahan Purwajaya Kecamatan Tempuran telah dilaksanakan Pembayaran Kompensasi RoW pada lokasi Jalur Transmisi SUTET 500 kV PLTGU Jawa 1 – GISTET Cibatu Baru dengan rincian sebagai berikut:

Nama : PT Jawa Satu Power
 Alamat : Gedung Kwarnas Lantai 6, Jl Medan Merdeka Timur No. 6, Gambir Jakarta Pusat
 Diwakili oleh : Yudi Wachyudiana - Field Coordinator PT Jawa Satu Power
 No. Identitas/KTP : 3273222807770001
 Alamat : Komp. Griya Kuning Asri Blok D No. 11 RT. 008, RW. 017, Kelurahan Cijawura, Kecamatan Buahbatu Bandung

Dalam hal ini disebut sebagai "Pemberi Kompensasi".

dan

Nama : [REDACTED]
 No. Identitas/KTP : 3216205108600005
 Alamat : Kp. Cilangkara RT.009 RW.005 Desa/Kel. Cilangkara – Serang Baru

Dalam hal ini disebut sebagai "Penerima Kompensasi".

Pemberi Kompensasi telah melakukan pembayaran kompensasi RoW kepada Penerima Kompensasi sesuai dengan rincian sebagai berikut:

Koridor RoW : T.30 - T.31
 Lokasi Tanah : Dusun/Kampung/Blok - Desa/Kelurahan Purwajaya Kecamatan Tempuran
 Dokumen Tanah : AJB No. 243/Temp./1997 Atas Nama : Karmin bin Rean Tanggal 7 April 1997

NO.	OBJEK KOMPENSASI	LUAS/BATANG/	HARGA SATUAN (Rp.)	FORMULA PERMEN ESDM No.38/2013	TOTAL (Rp.)
1.	Tanah Sawah	507,8	140.000	15%	10.665.300
2.	Pohon	-	-	100%	-
3.	Bangunan	-	-	15%	-
	Total				10.665.300

Dengan telah dilakukannya Pembayaran Kompensasi RoW dimaksud, maka Penerima Kompensasi selaku Pemilik Lahan saat ini menyatakan bahwa:

- pemberian kompensasi lahan yang diberikan oleh Pemberi Kompensasi kepada Penerima Kompensasi, sebagaimana diatur dalam Peraturan Menteri Energi dan Sumber Daya Mineral No. 38 Tahun 2013 tentang Kompensasi atas Tanah, Bangunan dan Tanaman yang Berada di

No. 38 Tahun 2013 tentang Kompensasi atas Tanah, Bangunan dan Tanaman yang Berada di Bawah Ruang Bebas Saluran Udara Tegangan Tinggi dan Saluran Udara Ekstra Tinggi ("Peraturan ESDM 38/2013"), telah selesai dilaksanakan, dan Penerima Kompensasi (beserta seluruh ahli warisnya) tidak akan menuntut kompensasi apapun lagi di kemudian hari, termasuk apabila tanah ini dialihkan maka pemilik baru tidak berhak atas pembayaran kompensasi, karena pembayaran kompensasi hanya dilaksanakan 1 (satu) kali.

- Penerima Kompensasi mengizinkan Pemberi Kompensasi untuk melaksanakan kegiatan pembangunan melalui jalur ROW tersebut kapanpun, sesuai waktu yang ditentukan oleh Pemberi Kompensasi, termasuk didalamnya untuk melakukan kegiatan pemotongan/pememangkas/penebangan pohon yang berada di dalam jalur yang diperkirakan akan mengganggu ruang bebas dan proses pemasangan kabel dan atau tower listrik, dan/atau fasilitas-fasilitas lainnya.
- Dengan telah dilaksanakannya pembayaran kompensasi lahan ini, maka Pemberi Kompensasi telah terbebas dari segala tuntutan dari pihak manapun terkait pemberian kompensasi RoW/Ruang Bebas. Adapun apabila ada tuntutan di kemudian hari, adalah menjadi tanggungjawab Penerima Kompensasi, selaku pemilik lahan, yang secara sah telah menerima pembayaran kompensasi ini.

Demikian Berita Acara ini dibuat dan ditandatangani di atas materai, dan Berita Acara ini berkekuatan hukum untuk dapat digunakan sebagaimana mestinya.

Berita Acara ini berlaku sebagai tanda terima pembayaran Kompensasi RoW sebagaimana diatur dalam Peraturan ESDM 38/2013.

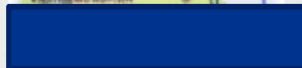
Karawang, ¹⁶..... April 2018

PEMBERI KOMPENSASI
PT. JAWA SATU POWER



Yudi Wachyudiana
Field Coordinator

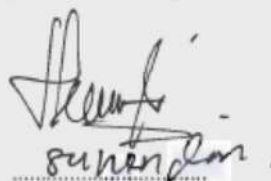
PENERIMA KOMPENSASI



Mengetahui:



Aparat Desa Purwajaya





Appendix G. Interview Template – Land Acquisition

Land owners: Coastal Areas – Onshore Pipeline and Access Road

Name of Moderator: Pak Martin and David Crosbie (DC)

Name of Assistant/Scribe: DC.

Location: Muara village, Karawang **Date** 01/10 /2018 **Time:** 14:20-15:30. Additional 40 mins for vulnerable groups (see separate interview questions)

Discussion Topic: Consultation Process, Land Acquisition Process, Compensation process

Number of Participants 32

Gender: male___ (No.#) **Female**___(No.#) **Jacobs personnel:** DC/ MW

Note to Interviewer: Below is a series of questions that should be used as a guide. The purpose of each question is to generate a discussion by the individual. Explain the interview process and avoid raising expectations. Allow time for the interviewee(s) to respond to each question. Encourage one person to speak at a time. You may have to explain some question in more detail. On other occasions there may be no response so move onto the next questions. Notice body language and expressions as this is relevant. If the individual provides responses relevant to the project, then explore this further by asking relevant questions that would generate more of a response. Avoid closed questions which have a “yes” or “no” response such as “do you have problem with land, or the project,” Ask ‘open’ questions such as “what is your land problem in your village” or “why do you think there is a problem with adequate” or “what compensation is required to help improve housing or water”. Use neutral comments such as “anything else”; “does anyone else have something to add” or “what about this side of the group?” Also remind the people and the interpreter not to speak for too long without translation, otherwise the detail and meaning of the message may be lost.

Background: An access road will be constructed between the jetty and the power plant 7 km length and 6 m in width with a 1 m slope on both sides. The project will acquire approximately 180,000 m² for the development of the access road and onshore pipeline. The proposed location is currently used for fish farming and paddy cultivation. As such, the land acquisition may impact the livelihood activities of the land owners and users in particular if the activities conducted on this land are the households’ primary income.

Household Context

1. Where do you live and how long have you lived in this location?
2. When did you start farming (fish ponds) this area?
3. Is (fish) farming your only source of household income?
4. Do you have any problems with land such as access to land or land ownership?
5. How are you resolving this (*land access / ownership*) problem?

Consultation Process

6. Have you taken part in any community consultations to be informed of the (i) land acquisition process and of the (ii) compensation process?
 - a. If yes, how many times?
 - b. What was the process?
 - c. Who was involved?

7. If you wanted to contact someone in the company about the project how would you do this?
 - a. Who would you contact and how?
 - b. Have you contacted the company previously?
 - c. What was your experience – was the issue resolved?

Land acquisition Process

8. When did JSP inform you of their requirement to purchase your land?
9. How did JSP inform about the need to purchase your land/fish ponds?
 - a. Did you have objections?
 - b. If yes, how did you object and to whom?
 - c. Where these objections recorded?
 - d. How where these objections resolved?
10. Did you have any views on the land measurement and inventory of acquired assets?
 - a. How where these issues resolved with JSP?
11. Have you signed the ownership land transfer letter (*Akta Pelepasan Hak*/APH) with a notary and witness to price which you agreed to?

Compensation Process

12. What compensation was offered to you by the company?
13. Did you receive the full compensation amount agreed with JSP?
 - a. If no, or if there are outstanding compensation amounts to be paid? Specify what is outstanding?
14. Where any livelihood measures offered to you other than cash compensation?
15. Having received the compensation did you receive any training in financial management? Would you like to receive such training?

Summary

16. Generally, what is your opinion of the (1) consultation process and (2) compensation process with JSP?
17. Do you have recommendations for what could be improved to benefit the community or other individuals in the future?
18. Do you have any questions?