

The Juridical Analysis of the Granting of Building Use Rights on the Land of Management Rights

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Abstract. *The granting of Building Utilization Rights on the land of Tegal City Government Management Rights is carried out by making a contract agreement. The legal provisions regarding the implementation of the granting of Building Use Rights on land with Right of Management are appropriate and fair in carrying out the implementation of the transfer of the management rights of the Tegal City Government to prospective HPL holders by providing a certificate of Building Use Rights. This thesis research aims to identify and analyze the Pasar Sore House and Shop Development Agreement (RUKO) which was signed by the Tegal City Government as the holder of Management Rights with PT. Building Use over Management Rights. The research approach method used in this thesis is the legal research methodsociological juridical. Specifications using descriptive analysis. The type of data used in this study is primary data which includes: the 1945 Constitution of the Republic of Indonesia; BAL; Code of Civil law; Regulation of the Minister of Home Affairs; as well as secondary data containing books and other supporting documents. Collecting research data using interview techniques and study of documents or library materials. The data analysis method used in analyzing the data, namely qualitative analysis in this study, is to present and explain conclusions and solve problems related to the research titles that have been collected. The results of the research show that: The granting of Building Use Rights can occur on top of Management Rights due to a land use agreement between the two parties. Prospective building use rights holders can be drawn up with a notarial deed or private deed drawn up on the basis of an agreement between the management rights holder and the prospective HGB holder. The Tegal City Government as the main authority holder will not transfer assets to third parties because in essence the Management Right is State land which may not be traded to anyone.*

Keywords: Agreement; Building; Management.

1. Introduction

The increasing human need for land, land issues are not only a juridical issue, but involve economic, social and political issues. This is because land is a very basic need and occupies a very important and strategic position in life and development, in the present and in the future. Once the importance of land for people or legal entities demands a guarantee of legal certainty over the land.¹ Earth, water and space including the natural resources contained therein are controlled by the state as an organization of the power of all the people, as determined in Article 2 paragraph (1) of the UUPA as an elaboration of Article 33 paragraph (3) of the 1945 Constitution. The concept of the State's right to control over natural resources agrarian is to achieve people's prosperity.

Management Rights or what is referred to as HPL are rights that are not explicitly explained in the BAL. Even though the UUPA has become the basis for these management rights, indirectly Article 2 paragraph (4) UUPA states that from the State's Controlling Rights above, the implementation can be delegated to autonomous regions and customary law communities, simply necessary and not contradictory with national interests, according to the provisions of government regulations.²

UUPA is the juridical basis for regulation of land issues in Indonesia. The Management Right (HPL) is not strictly regulated in the UUPA, only in the General Explanation of the BAL Romanawai II explains that: "The state can give land to or give it to a governing body (Department, Bureau, or Autonomous Region) to be used for the implementation of their respective duties."³

The government seeks to optimize the allotment and use of land in various ways, including by issuing land regulations such as land provision regulations for the benefit of individuals and legal entities on state lands and/or private lands. The land granted is land with the Right to Manage specifically designated to Government Agencies or Agencies, Regional Governments (PEMDA), State-Owned Enterprises (BUMN) or Regional-Owned Enterprises (BUMD) with the aim that it can be put to good use for carrying out tasks or for generate profits as provided again to Third Parties. If a Government Institution or Government

¹Florianus SP. Sangsun, 2007, *Procedures for Managing Land Certificates*, Visimedia, Jakarta, p. 2.

²Supriadi, *Agrarian Law*, 2009, Sinar Graphic, Jakarta, p. 11.

³Boedi Harsono, 2005, *History of the Formation of the Basic Agrarian Law, Content and Implementation*, Djtangan, Jakarta, p. 23.

Agency, State-Owned Enterprise (BUMN) or Regional-Owned Enterprise (BUMD) has been granted a Management Right from the state, the right to land still belongs to the state. While the right to use the land rests with the Government Institution/Institution, BUMN or BUMD. So the state can revoke the Management Right at any time if the utilization is not in accordance with the applicable laws and regulations.

The meaning of this understanding is that the state has the authority as a regulator, planner, implementer, and at the same time as a supervisor for the management, use and utilization of national natural resources.⁴By delegating some of this authority, the holder of management rights can grant building use rights or usufructuary rights to third parties with a written agreement. The authority granted by the state means that the holder of management rights has the authority to demand that other parties respect their rights, so that they can request legal protection for the use of their rights. Other parties or third parties who wish to utilize parts of the Land of Management Rights are obliged to enter into a written agreement with the holder of Management Rights.⁵

The evening market as one of the markets in Tegal City is the center of the economy in the Tegal region. The Tegal City Government as the legal owner of Pasar Sore assets and PT. Sinar Permai as an investor. The agreement should have ended in 2012. However, after the contract agreement ended, the Pasar Sore assets were returned to the Tegal City Government. In the Evening Market there are 23 stalls, which are occupied by 12 traders. The Tegal City Government lost Rp. 1.7 billion because for 8 years there was no lease payment. Before securing assets, the Tegal City Government has also issued Reminder Letters (SP) 1, SP 2 and SP 3. In addition, the Tegal City Government has met with third parties at the Tegal City District Attorney's Office.

The results of the initial research, in the granting of Building Use Rights over land rights for the Management of the City of Tegal City, a land use agreement was first made, based on the agreement it was stated that the land to be handed over was still part of the Management Rights of the Tegal City Government and if the period of the Rights When the building use ends, the third party hands back the land and buildings and their facilities to the local government of Tegal City.

2. Research Methods

The research approach method used in this thesis is a sociological juridical research method. Sociological juridical research emphasizes research aimed at

⁴Winahyu Erwiningsih, 2009, State Control over Land, Total Media, Yogyakarta, p. 101-102.

⁵Ramli Zein, 1994, Management Rights in the UUPA System, Rineka Cipta, Jakarta, p.60-61.

obtaining legal knowledge empirically by going directly to the object.⁶The specification of this research uses descriptive analysis, namely research that besides providing an overview, writing and reporting an object or an event will also draw general conclusions from the issues discussed. Source of data comes from primary data and secondary data. Data collection methods include interviews, document studies or library materials. The data analysis method used in analyzing the data is an interactive model of qualitative analysis.

3. Results and Discussion

3.1. Legal Provisions for the Granting of Building Use Rights on Land Management Rights Number 1 Tegalsari City of Tegal from the Tegal City Government to Holders of Building Use Rights

Regional Autonomy implies that Regency/City Governments have broader duties, responsibilities and authorities to manage their respective regions. This freedom is an opportunity for the Tegal City Government to create work programs that are able to develop the superior potentials of the City of Tegal. Thus automatically the Tegal City Government also has the obligation to invite the people of Tegal City to participate in acting as Human Resources as well as an integral part of development to jointly advance the City of Tegal so that later development results will be realized that can be managed and enjoyed by all the people in Tegal City. The legal system for state finance outlines several important principles that affect the ease of use of state property, especially the use of state land. These principles include the following:

- a. Land use must involve the manager of goods (Local Government). The participation of the Regional Government is in the form of providing recommendations. Recommendations from the Regional Government consist of two things, namely recommendations that are in favor of users of goods using land, (article 19 paragraph (3) PP No. 6 of 2006), and recommendations regarding the amount of contributions and profits.
- b. Utilization can only be done by choosing one of the four forms of utilization, (i) Lease, (ii) borrow-use, (iii) utilization cooperation, and (iv) build-to-hand over and build-hand over (article 20 PP No. 6 of 2006).
- c. State property cannot be used as collateral for debt by third parties. (Article 49 paragraph (5) of Law No. 1 of 2004 concerning the State Treasury.
- d. Utilization of state property must be bound by an agreement.
- e. Land use is limited to a period of 30 years, starting from the date the agreement was signed (Article 29 paragraph (1) PP No. 6 of 2006.

⁶Soejono Soekanto, 2005, Introduction to Legal Research, University of Indonesia Press, Jakarta, p. 88.

The origin of the Building Use Rights over the Management Right land is because it has something to do with the agreement. The implementation of the granting of building use rights over land with management rights has provisions from the Tegal City Regional Government due to the existence of laws and regulations which allow that building use rights stand on land with management rights. Initially, over land with management rights can be given usufructuary rights with a term of 6 (six) years. In its development, with Regulation of the Minister of Home Affairs Number 1 of 1977 and Regulation of the Minister of Agrarian Affairs/Head of the National Land Agency Number 4 of 1998 concerning Guidelines for Determining Income Money in Granting State Land Rights, on land with management rights can be granted building use rights, rights use, or property.

Management rights include authority, rights, obligations and prohibitions for the holder of the rights. The following are various laws and regulations that have established authority in management rights, as follows:

- a. Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA), explains that the state can give its lands that are not owned by a right by a person or other party with a right over land or give it in management to a legal entity .⁷ Management rights include land rights that are registered according to Government Regulation Number 10 of 1961 concerning Land Registration.⁸
- b. Article 6 Regulation of the Minister of Agrarian Affairs Number 9 of 1965 concerning the Implementation of the Conversion of Tenure Rights over State Land and Subsequent Policy Provisions, in which the authority granted to the holder of management rights, namely:
 - 1) Planning the allotment and use of the land;
 - 2) Using the land for the purposes of carrying out their duties;
 - 3) Handing over parts of the land to third parties with usufructuary rights for a period of 6 (six) years.
- c. Article 3 Regulation of the Minister of Home Affairs Number 5 of 1974 concerning Provisions Regarding the Provision and Granting of Land for Company Purposes.
- d. Article 1, Article 2 Regulation of the Minister of Home Affairs Number 1 of 1977 concerning Procedures for Application and Completion of Granting of Rights to Parts of Land with Management Rights and Their Registration. Then it was declared no longer valid by Article 4 Paragraph (2) Regulation of the State Minister for Agrarian Affairs/Head of the National Land Agency Number 9 of 1999 concerning Procedures for Granting and Canceling State Land Rights and Management Rights, namely in the event that the land being requested is land

⁷Efendi Perjuanganin, 1986, Indonesian Agrarian Law An Examination from the Perspective of a Legal Practitioner, Rajawali Press, Yogyakarta,, p.311.

⁸Ibid., p. 320.

with management rights, The applicant must first obtain an appointment in the form of a land use agreement from the holder of management rights, with a land use agreement having been made, a legal relationship is created between the holder of management rights and a third party.

e. Article 1 Government Regulation Number 112 of 2000 concerning the Imposition of Fees for the Acquisition of Land and Building Rights Due to the Granting of Management Rights, where management rights contain the authority to:

- 1) Planning the allotment and use of the land;
- 2) Using the land for the purposes of carrying out their duties;
- 3) Handing over parts of the land to third parties and or cooperating with third parties.

f. UUPA provides a formulation that is anticipatory in nature towards the possibility of holding other rights according to the law in the future as stated in the formulation of Article 16 paragraph (1) letter h which regulates other rights that are not included in the rights mentioned above which will be determined by law.⁹

g. Article 1 number (8) Regulation of the Minister of Agrarian Affairs / Head of the National Land Agency (BPN) Number 9 of 1999, that the granting of Land Rights is a government stipulation that gives a right over state land, including the granting of rights over management rights. the procedures for granting management rights are also regulated in Article 67 and Article 71 of the Regulation of the Minister of Agrarian Affairs / Head of the National Land Agency (BPN) Number 9 of 1999. The conditions for applying for management rights are contained in Article 67, namely:

- 1) Management rights can be granted to:¹⁰
 - a) Government agencies including the Regional Government
 - b) State Milk Enterprises (BUMN)
 - c) Regional Owned Enterprises (BUMD)
 - d) PT (Limited Liability Company)
 - e) Authority Body
 - f) Other government legal entities appointed by the government.
 - g) The legal entities referred to in paragraph 1, namely, can be granted Management Rights as long as they are in accordance with their main tasks and functions related to land management.

2) The application for management rights is submitted in writing.

h. Regulation of the Minister of Agrarian Affairs and Spatial Planning of the Republic of Indonesia Number 28 of 2021 concerning Procedures for Determining Management Rights and Land Rights in Article 1 paragraph (3) states that: "Land rights are rights obtained from a legal relationship between

⁹Sudargo Gautama, 1990, Interpretation of the Basic Agrarian Law, : Alumni, Bandung, p. 116.

¹⁰Farida patitinggi, 2010, Legal Dimensions of Small Islands in Indonesia, Rangkang Education, Yogyakarta, p.139-142.

the right holder and the land, including space above ground, and/or space underground to control, own, use, and utilize and maintain land, space above ground, and/or space below ground. From the definition of land rights, it is also explained in Article 51 regarding the Granting of Land Rights, consisting of:

- 1) Right of ownership;
- 2) Cultivation Rights;
- 3) Building use rights, and;
- 4) Usage rights with a period and usage rights during use.

Article 35 paragraph (1) of Law Number 5 of 1960 concerning Basic Agrarian Principles (UUPA), Building Use Rights are the right to erect and own buildings on land that is not their own, with a maximum period of 30 years . Furthermore, in paragraph (2) of that article, it is stated that at the request of the right holder and taking into account the condition of the buildings, the HGB can be extended for a maximum of 20 years.

the construction of houses and shops (RUKO) for the evening market on Jalan Lentan Jenderal Suprpto, Tegalsari Village, West Tegal District, involves a developer, namely PT. Sinar Permai and Traders either buy or rent Houses and Shops (RUKO), Kiosks in the area. PT. Sinar Permai is the holder of the main HGB above the HPL of the Regional Government of Tegal City. Based on the Contract Agreement for Business Places for the Construction of Houses and Shops (RUKO) on Jalan Lentan Jenderal Suprpto, Tegalsari Village, West Tegal District, known as Pasar Sore Number 573 / 0083 / 1991. Furthermore, the main Building Use Rights will be divided into as many as the number of RUKO within the Management Right area. Merchants or third parties receive fractional HGB certificates according to the validity period stated in the HGB certificate.

Article 36 paragraph (1) of the Basic Agrarian Law (UUPA) stipulates the subject of Building Use Rights, namely:¹¹

- a. Indonesian citizens;
- b. Legal entity established according to Indonesian law and domiciled in Indonesia.

Individuals or legal entities that have evidence of Building Use Rights certificates and then do not fulfill the requirements within one year must release or transfer them to other parties who meet the requirements. However, if within that period the owner of the Building Use Right does not pay attention, then the right is nullified by law with the provision that the rights of other parties will be transferred according to the provisions of the applicable laws and regulations.

There are land with management rights that are used for their own interests by the rights holders and there are those that are used by other parties with the

¹¹Urip Santoso, 2005, *Agrarian Law and Land Rights*, \ Kencana Penada Group, Jakarta, p.134.

approval of the management rights holders. Management rights are increasingly playing a bigger role in national development because on land these management rights can be granted building use rights (HGB), usage rights, or property rights to third parties who need them.

The fact is that there are land management rights that emerged through the Minister of Agrarian Regulation Number 9 of 1965 concerning the Implementation of the Conversion of Tenure Rights over State Land and Subsequent Policies. Legal entities that can have management rights include district/city governments, public companies (Perum) for National Housing Development (Perumnas), PT. Pelabuhan Indonesia (Persero), PT. Kereta Api Indonesia (Persero), PT. Angkasa Pura (Persero), Batam Authority Agency, PD. Pasar Surya Surabaya, PD. Pasar Jaya DKI Jakarta, PD. Sarana Jaya DKI Jakarta, PT. Surabaya Industrial Estate Rungkut (SIER), PT. Pasuruan Industrial Estate Rembang (PIER).

Management rights granted to legal entities whose capital is wholly or partly derived from the government or regional government and the legal entity has the main task of its functions related to land management. Subjects or management rights holders are limited to government legal entities, both those engaged in public services and those engaged in business, and private legal entities do not get the opportunity to act as subjects or management rights holders.

The government as the holder in issuing management rights certificates, in this case the holder has external authority, namely handing over portions of land with management rights to the parties and or cooperating with third parties. This authority can be interpreted as a right to act or as a power to make a decision, govern, and delegate responsibility to others.

Legal provisions related to the relationship between the holder of management rights and third parties relating to the transfer of use and utilization of land with management rights are made in a written agreement, and this provision does not mention the name of the written agreement and does not stipulate that the written agreement is made with a notarial deed made by a notary or with a deed. under hand. The agreement is declared valid if it fulfills 4 (four) cumulative conditions, namely:

- a. Agreement between the two parties that bind themselves;
- b. Proficiency in making an engagement;
- c. There are rights and obligations of the parties;
- d. Reasons that are lawful (not contrary to public order, decency and laws and regulations).

The provisions contained in the land use/utilization agreement, namely:

- a. The identity of the parties concerned;
- b. Location, boundaries and land area;
- c. type of use;
- d. Land rights requested with a period of time;
- e. The type of building to be built and the terms of ownership, after the period ends;
- f. The amount of money received and terms of payment;
- g. Other terms if needed.

The agreement made depends on the agreement between the management right holder and the prospective management right holder. As it happened, this agreement was made by the Tegal City Government in 1991 to carry out a collaboration with a third party (investor), namely PT. Sinar Permai is domiciled in Tegal through Agreement Agreement Number: 573 / 000883 / 1991 dated March 5, 1991 concerning the Contract Agreement for the location of the House and Shop Construction Business (RUKO) on Jalan Lieutenant General Suprpto, Tegalsari Village, Tegal Barat District, known as Pasar Sore. The agreement contains the agreement of the holder of management rights to PT. Sinar Permai domiciled in Tegal to be able to use the land with management rights for the construction of Pasar Sore Houses and Shops (RUKO). After a land use or land use agreement is drawn up between management holders, submit a written HGB application to the local District/City Land Office Head. Land registration is mandatory because it has been stipulated in Government Regulation Number 10 of 1961 concerning Land Registration, the City Government of Tegal registered a certificate of Management Rights Number 1 dated 2 September 1992 and proof of Measurement Letter Number 1599/1992 covering an area of 1,025 M2 (one thousand twenty five square meters) which located on Jalan Letjen Suprpto, Tegalsari Village, Tegal Barat District, Municipality/City of Tegal, Central Java Province. Then after the application is received, the Head of the Regency/Municipal Land Office shall carry out his duties as follows;

- a. Checking and researching the completeness of juridical data and physical data
- b. Record in the filling form
- c. Provide receipt of the former application form
- d. Notify the applicant (prospective HGB holder) to pay a fee, for the administration of completing the application, with the details in accordance with the provisions of the applicable laws and regulations.

The legal system for state finance outlines several principles that affect the level of utilization of state property, particularly land use. These principles are as follows:

- a. Land use must include the management of government property. Government participation in providing recommendations, which consists of two things, namely, recommendations that approve the use of goods, namely land and recommendations regarding the amount of contribution and profit.
 - b. Land use can only be done by selecting one of the 4 (four) forms of land use, including:
 - 1) Rent;
 - 2) Lease;
 - 3) Utilization cooperation, and;
 - 4) Build for Handover and build for handover
 - c. State property, including state land, cannot be used as collateral for debt by third parties.
 - d. Utilization of state-owned land must be bound by an agreement, namely an agreement.
 - e. Utilization of state land is limited to a period of 30 years, starting from the date the agreement was signed.
- PT. Sinar Permai is one of the investors who came with the aim of utilizing the land for development/industry based on the legal provisions in force in the Republic of Indonesia, this is proven that the investors already have a certificate of Building Use Rights (HGB) issued by the City National Land Agency Office. PT. 1/2712/33/92. On top of that, the right to build No.729/Kelurahan Tegalsari was granted on behalf of PT. SINAR PERMAI is domiciled in Tegal.
- The granting of Building Use Rights over Management Rights from the Office of the Tegal Municipal National Land Agency to PT. the country which is used for the construction of houses and shops (RUKO) which is called the Sore Market.

3.2. Legal Status of Building Utilization Rights on Land Management Rights of the Tegal City Government after the Term in the Agreement Expires in accordance with Applicable Regulations

Land management rights that can be given are in the form of land rights including building use rights. According to Article 3 paragraph (1) of the Regulation of the Minister of Home Affairs No. 1 of 1977 concerning Procedures for Application and Completion of Granting of Rights to Parts of Land with Management Rights and Their Registration.

There is no guarantee from the law that the application for an extension of the building use rights period will be approved by the holder of the management rights. If there is a rejection of the application for an extension of the HGB period, it will certainly cause problems for the HGB holder because the period

cannot be extended. If it is not extended, it can cause the status of the rights to return to the original owner, namely, the holder of Management Rights. This is because when referring to the provisions of Article 17 of Law no. 20/2011 Concerning Flats, there are no flats that stand on Management Rights, but are on Building Use Rights attached to Management Rights.

Contract Agreement for Business Places for the Construction of Houses and Shops (RUKO) on Jalan Lieutenant General Suprpto, Tegalsari Village, West Tegal District, known as Pasar Sore Number 573/00883/1991, one of the clauses in article 11 which reads "On the building of houses and shops (RUKO) Afternoon as referred to in Article 3 and Article 4 of the Agreement, the second party is given a Building Use Right certificate for 20 (twenty) years on the Management Right land and can be extended if it benefits both parties." This study analyzes the legal issues that occur in practice regarding the use of land on land with Management Rights, which became a case in the Tegal District Court, namely Building Use Rights on Land Management Rights No.1 Pasar Sore, which is located on Jalan Letjen Suprpto,

From the beginning of the emergence of disputes to cases of land use over land with Management Rights due to the use of assets that are managed for development to continue to maintain the land. At the end of the period, there is no possibility of extension, because the Management Right is not an HPL of goods/assets belonging to the region. The Tegal City Government as the legal owner of Pasar Sore assets and PT. Sinar Permai as the investor. The agreement should have ended in 2012, but after the contract agreement ended, the Sore Market Ruko was returned to the Tegal City Government. In the Evening Market there are 23 (twenty three) stalls occupied by 12 traders. Tegal Municipal Government has suffered a loss of Rp. 1.7 billion because for 8 years there was no lease payment. However, the Mayor continues to prioritize old traders if they want to rent to the Tegal City Government as long as state losses are resolved. On this occasion, the Mayor expressed his highest appreciation for the return/safeguarding of assets belonging to the Tegal City Government, in this case the Pasar Sore shophouse assets. Collaboration and support from Forkopimda, the Tegal City DPRD, all levels of the Tegal City Government and of course from the State Attorney General.

Regarding the case above, efforts have actually been made to resolve it through mediation by offering a renewal of rights plus the cost of rent at a certain price

submitted by the holder of Management Rights, in this case the Tegal City Government. In determining the value of the rental price for the utilization of regional property, the Tegal City Government, however, still did not reach an agreement with the former holders of Building Use Rights who applied to follow the Selling Value of Land Objects (NJOP). Meanwhile, before securing assets, all shophouses are inspected one by one to ensure that there are no merchants' belongings. The Tegal City Government also sealed the shophouse with a sticker that said the Sore Market Shophouse Building Owned by the Tegal City Government Stands on HPL Certificate No. 1, Tegalsari Village.

According to the informant from the legal subdivision of the Tegal City Government regarding the above explanation, it means that a holder of a Building Use Right has a different legal status from the holder of the Property Right to the land parcel where the building is erected or in a more general connotation, the holder of a Building Use Right is not the holder of a Property Right to the land. where the building was erected. The holder of the Management Right is also authorized not to give approval for the extension of the term of the Building Use Right on the Management Right on the grounds that the Management Right holder will use the Building Use Right land himself. If the holder of the Management Right does not give approval for the extension of the term of the Building Use Right, the said Building Use Right will be forfeited.

The factor for the erasure of the building use rights is that the time period has expired. The erasure of building use rights over management rights results in the said building use rights returning to the control of the holder of management rights. The right to build on the right to management is written off due to the expiry of the issuance of a decree by the holder of the right to manage that is declaratory in nature, namely a decision letter that functions as a statement regarding the abolition of the right to the land in question. With the erasure of this Building Use Right, the former holder of the Building Use Right is obliged to hand over the Building Use Right land to the Management Right holder.

The Tegal City Government as the holder of HPL No. 1 Tegalsari, did not transfer assets to PT. Sinar Permai. After the agreement ended, the HPL was returned to the Tegal municipal government and the HGB became state property. The legal form that is carried out next is to carry out utilization in the form of a build-for-use agreement.

The building use rights holder is indirectly a party to the agreement, but the building use rights holder has an interest and legal relationship with the parties involved in the contract agreement for the place of business for the construction of houses and shops (RUKO) on Jalan Letjen Suprpto, Tegalsari Village, West Tegal District, known as Tegal City Afternoon Market. If the HGB holder does not receive approval for the extension, legal remedies will be made through the Court/Litigation or outside the Court/Non-Litigation.

4. Conclusion

Building use rights can occur on top of management rights because of a land use agreement between the two parties. Prospective building use rights holders can be drawn up with a notarial deed or private deed drawn up on the basis of an agreement between the management rights holder and the prospective HGB holder. Besides that, it occurs on state land, or private land. In the UUPA (Basic Agrarian Law) there is no explicit/clear mention of management rights, only "management". The prospective HGB holders submit an application for the grant of Building Use Rights to the Head of the local Regency/City National Land Agency Office by attaching the land utilization agreement. The Tegal City Government as the main authority holder will not transfer assets to third parties because in essence the Management Right is State land which may not be traded to anyone. The right to control must be used for the welfare of the people of Tegal City. The status of the Right to Build above the Management Right No. 1 Tegalsari is valid for only 20 (twenty) years according to the agreement in the contract agreement between the HPL holder and PT. Sinar Permai as the Investor.

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