

## Legal Problems in Settlementing the Sale and Purchase of Land and Buildings with Expired Building use Rights

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**Abstract.** *This study aims to analyze the legal status of the sale and purchase of HGB land objects whose validity period has expired and to identify obstacles and formulate solutions to resolve legal problems arising from these transactions. The problem-solving approach used in this thesis is a socio-legal approach with analytical descriptive research specifications. The sources and types of data for this thesis use primary data in the form of interviews and secondary data in the form of primary, secondary, and tertiary legal materials. Data collection for this thesis was conducted through interviews and literature studies, which were then analyzed using qualitative analysis. The results of the study indicate that the sale and purchase of HGB land carried out after its validity period has expired is null and void by law, because the land has the status of state land and cannot be the object of transfer of rights through sale and purchase. Obstacles found include a lack of public knowledge regarding the validity period of HGB, a weak land administration system that results in delays in data updates, and differences in legal interpretation between interested parties. The land can still be sold and purchased in 2 (two) stages, namely the sale and purchase of buildings first, and after that an application for rights from State Land to Freehold Land is made. Regarding the seller's responsibility, it has been stated in a Deed entitled Deed of Sale and Purchase of Building and Transfer of Rights made by a Notary and this deed is also a requirement for applying for rights to the Land Office in Kendal Regency.*

**Keywords:** *Building Use Rights Have Expired; Deed of Sale; Purchase; Sale and Purchase; Transfer of Rights.*

## 1. Introduction

Land rights are rights that give authority to use the surface of the earth or the land in question, as well as the body of the earth and water and the airspace above it, as needed for purposes directly related to the use of the land.<sup>1</sup>

The validity period of Building Use Rights can vary, depending on the decision of the National Land Agency (BPN) to the Rights Holder. If the term of the right and its extension expires, the former rights holder can be granted a renewal of the Building Use Rights on the same land and recorded in the land book at the local Land Office. As explained in Article 41 of Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Apartment Units, and Land Registration (hereinafter referred to as PP 18/2021), it is stated that in submitting a renewal or application for an extension of the term of the building use rights, it can be submitted no later than 2 (two) years before the term of the building use rights or its extension expires. Building Use Rights can be extended for a maximum of 20 years at the request of the rights holder, taking into account the needs and condition of the buildings. Furthermore, Building Use Rights can be transferred to another party and can be used as collateral for debt by encumbering it with a mortgage.<sup>2</sup>

Based on this explanation, it can be concluded that the Right to Build (HGB) is a land right that has a specific term, and this right can be revoked if the term is not extended and reverts to state land. The Right to Build can be transferred and assigned to another party and can be used as collateral for debt encumbered by a mortgage.<sup>3</sup> This has been regulated in Article 45 paragraph (2) PP 18/2021 that land rights that have a term, in this case building use rights, can be transferred, transferred or released to another party and the rights can be changed within the given time period.

The implementation of land registration aims to provide guarantees of legal certainty and legal protection regarding land rights for land rights holders, therefore it is the obligation of the rights holder concerned and must carry it out continuously every time there is a transfer of land rights in order to inventory data

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<sup>1</sup>Samun Ismaya, (2011). *Pengantar Hukum Agraria*, Yogyakarta : Graha Ilmu, p. 61.

<sup>2</sup>Stevy Anggreani & Budi Santoso. (2024). *Perlindungan Hukum Terhadap Pemegang Hak Guna Bangunan Setelah Berakhirnya Jangka Waktu*. <https://ejournal.undip.ac.id/index.php/notarius/article/view/45335/pdf>, accessed on Wednesday, August 27, 2025, at 09.22 WIB.

<sup>3</sup>Boedi Harsono, (2008), *Hukum Agrarian Indonesia : Sejarah Pembentukan Undang-Undang Pokok Agraria, isi dan Pelaksanaannya*, Jakarta : Djambatan, p. 423.

relating to the transfer of land rights in order to obtain a certificate as strong evidence.<sup>4</sup>

This research aims to analyze and understand the legal position of buying and selling land objects with Building Use Rights (HGB) status that has expired.

## 2. Research Methods

This research uses a normative legal approach, which involves examining theories, legal concepts, and laws and regulations relevant to Land Law. The research approach employed in this study is a socio-legal or sociological approach. The socio-legal approach examines the legal perceptions and behavior of individuals (both individuals and legal entities) in the field.<sup>5</sup>

The data collected in this legal writing comprises secondary and primary data. Primary data is obtained through field research with relevant sources, such as Land Office Officials and Notaries/PPAT. This data was obtained through interviews, observations, and reports in the form of unofficial documents, which were then processed. Secondary data consists of primary legal materials, secondary legal materials, and tertiary legal materials, if necessary. Secondary data was obtained from literature that is expected to assist in conducting this research.<sup>6</sup>

The data analysis method in this legal writing uses a qualitative method, namely research that is not in the form of numbers for quantitative analysis purposes, but the data is information or is called qualitative data.<sup>7</sup> Qualitative methods mean describing data in a quality manner in the form of sentences that are orderly, coherent, logical, non-overlapping and effective so as to facilitate understanding and interpretation of the data.<sup>8</sup>

In this study, conclusions were drawn inductively. Inductive conclusions are reasoning or a way of thinking that starts from specific statements and then draws general conclusions.<sup>9</sup>

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<sup>4</sup>Bachtiar Effendi, (1983), *Pendaftaran Tanah di Indonesia Beserta Pelaksananya*, Bandung : Alumni, p. 15.

<sup>5</sup>Sabian Utsman, (2013). *Dasar-dasar Sosiologi Hukum: Dilengkapi Proposal Penelitian Hukum (legal Research)*, Yogyakarta : Pustaka Belajar, p. 310.

<sup>6</sup>Abdulkadir Muhammad, (2004), *Hukum dan Penelitian Hukum*, Bandung : Citra Aditya Bakti, p. 151.

<sup>7</sup>Chaedar Alwasilah, (2002), *Pokoknya Kualitatif: Dasar-dasar Merancang dan Melakukan Penelitian Kualitatif*, Jakarta : Pustaka Jaya, p. 67.

<sup>8</sup>Abdulkadir, Muhammad, *Op.cit*, p. 172.

<sup>9</sup>Burhanuddin Salam, (1988), *Logika Formal\_ Filsafat Berpikir*, Jakarta : PT. Bina Aksara, p. 72.

### 3. Results and Discussion

#### 3.1. Legal Position of Land Rights Objects That Have Expired

This legal research can be explained based on the case of transfer of rights in this case the sale and purchase of land and buildings between Mrs. Kamarijah as the seller and Mr. Hudijono as the buyer in 2003 (two thousand and three) which was carried out underhand land sales as evidenced by receipts and submission of Certificates. The land is located in the Kendal Regency area with Building Use Rights status in the name of Mrs. Kamarijah whose rights will expire in 2005 (two thousand and five).

As time goes by in 2019 (two thousand and nineteen), Mr. Hudijono will change the name and will upgrade the rights to Ownership Rights at the Land Office. During the process of changing the name and upgrading to Ownership Rights, the Land Office stated that it is mandatory to carry out the sale and purchase first before an authorized official by making a Deed, because the sale and purchase carried out by the parties previously was only limited to private sales. Therefore, the process of changing the name and upgrading to Ownership Rights cannot be done directly at the Land Office but needs to go through the stages as mentioned above because in 2019 (two thousand and nineteen) the status of the Building Use Rights has expired since 2005 (two thousand and five).

In relation to the case experienced by Mr. Hudijono as the Buyer, the Building Use Rights which have expired will result in the legal relationship between the rights holder and the land being terminated and the land becoming land directly controlled by the State.

Under Indonesian land law, land rights must be proven by a certificate as legal evidence. If a HGB certificate expires and is not renewed, the land is no longer administratively registered in the name of the previous rights holder. This means the land becomes "state land," which can only be reassigned to a specific party through a new application to the government.

This is in accordance with the provisions of Article 34 paragraph (1) of Government Regulation Number 40 of 1996 concerning Land Use Rights, Building Use Rights and Land Use Rights, which states that if the HGB period has expired and is not extended, the land is returned to the direct control of the state. The consequence is that these rights can no longer be used as a basis for making a sale or purchase. In agrarian law theory, this indicates that the transfer of land rights must be based on rights that are still valid and valid.<sup>10</sup>

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<sup>10</sup>Boedi Harsono, (2008), *Hukum Agraria Indonesia: Sejarah Pembentukan Undang-Undang Pokok Agraria, Isi dan Pelaksanaannya*, Edisi Revisi, Jakarta : Djambatan, p. 328.

The sale and purchase of land that has lost its title is legally flawed because the seller no longer has any property rights to transfer. Therefore, the buyer is in a legally weak position, as even if they have paid in full, they have no guarantee of legally acquiring the land. The land office cannot process the transfer of title or register the title in the buyer's name because there are no longer any transferable rights.

Under Indonesian land law, land rights must be proven by a certificate as legal evidence. If a HGB certificate expires and is not renewed, the land is no longer administratively registered in the name of the previous rights holder. This means the land becomes "state land," which can only be reassigned to a specific party through a new application to the government.

The purpose of the law also demands that public officials implement the law professionally and without deviation. Therefore, if a notary or PPAT continues to issue a deed of sale and purchase for expired HGB land, such action violates the principle of the purpose of the law and may result in administrative or criminal sanctions in accordance with applicable regulations. This is reinforced by the Supreme Court's ruling, which states that a land sale and purchase agreement with an invalid object is not legally binding and can be annulled by a judge.

Thus, based on the theory of legal objectives, the legal status of land sales with an expired HGB is invalid and has no legal consequences for the parties, either in terms of transfer of rights or ownership. This also serves as a warning to all parties to legally verify the land before entering into a transaction.

### **3.2. Obstacles and Solutions to Settling the Sale and Purchase of Expired Building Use Rights**

Regarding the transfer of rights to land objects with building use rights that have expired, based on Ministerial Regulation ATR/Ka BPN 18/2021 concerning Procedures for Determining Management Rights and Land Rights, former building use rights holders can transfer objects, but not the basis of their rights. Regarding ownership of buildings located on land, there are 2 (two) principles that regulate it, namely regulations based on the principle of attachment (Accessie Principle), and regulations based on the principle of horizontal separation. The principle of attachment is a principle which states that buildings, plants and objects attached to land become an integral part of that land. This principle of attachment is based on Article 500, Article 571, Article 600 and Article 601 of the Civil Code.

Based on these articles, it is stated that if a building, plant, and/or object is located on land, the building, plant, and/or object belong to the landowner. This differs from the principle of horizontal separation used in Indonesia, which adheres to

customary law for its agrarian law.<sup>11</sup>The use of customary law as agrarian law is implied in Article 5 of the UUPA which states "The agrarian law applicable to the earth, water and airspace is customary law, as long as it does not conflict with national and state interests, which are based on national unity, with Indonesian socialism and with the regulations contained in this Law and with other laws and regulations, all of which must pay attention to elements based on religious law."

This article has the consequence that the provisions usedIn agrarian law, customary law refers to customary law. One of the principles used in customary law is the principle of horizontal separation. The principle of horizontal separation states that land rights do not include rights to buildings, plants, and/or objects located on it. Therefore, it can be said that ownership of land and buildings, plants, and/or objects located on it are separate.

The existence of this horizontal separation principle has consequences for the sale and purchase of buildings located on land that has been designated as state land because the building and land have different ownership. This transfer of rights can be carried out for the building through the Sale and Purchase of Buildings and Transfer of Rights made by a Notarial Deed and for the land, an Application for Rights from State Land to Ownership Rights is made by the Buyer at the Land Office because in this case, the land and building are used as a residence. The settlement process for the sale and purchase of land and buildings in the case of Building Use Rights that have expired is divided into 2 (two) stages, namely:<sup>12</sup>

#### 1. Stages of Building Purchase and Sale

- a. Each party (Seller and Buyer) together appears at the Notary's Office to convey their wishes;
- b. The notary expresses the wishes of the parties into the Deed of Sale and Purchase of Buildings and Transfer of Rights based on evidence held by the parties, including:
  - 1) Land Certificate;
  - 2) Sales and Purchase Receipt for the land and building;
  - 3) Identities of the parties (KTP, KK, and Divorce Certificate if any)
  - 4) Evidence of Physical Mastery.

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<sup>11</sup>Boedi Harsono, *Op.cit.*, p. 20

<sup>12</sup>Lispeni Kurnia Dewi, Interview, Notary/PPAT Kendal Regency, (Kendal: January 2024).

This deed may contain a clause that reads as follows:

- 1) The Seller binds himself and promises that if necessary, he will provide assistance to the Buyer, so that the Buyer can become a user of the land from and/or obtain a right to the land from the authorities, and the Seller, as long as necessary, hereby releases the rights he has and/or can exercise over and to the land for the benefit of the Buyer.
- 2) The Seller hereby authorizes the Buyer, and both jointly and severally, with the right to transfer this power to another person to notify the authorities that the building mentioned above by the Seller based on this deed has been sold to the Buyer, then carry out all necessary actions to manage/transfer/transfer the rights to use the land to the name of the Buyer, and in short, do whatever is necessary so that the Buyer can become a user or obtain rights to the land from the authorities.
- 3) As long as the Buyer has not obtained a right to the land from the authorities, the Buyer is hereby authorized by the Seller to represent the Seller fully in all matters and actions related to the land, no action is excluded.
  - c. Once the complete documents have been received, the certificate must be checked at the Land Office to determine whether the land is in dispute, whether it is encumbered with a mortgage, or whether there is no blockage.
  - d. After the certificate has been checked and other files are complete, the parties sign the deed of sale and purchase of the building and transfer of rights before a notary;
  - e. After signing the deed, the next step is for each party to pay taxes. For the seller, the amount to be paid is Income Tax (PPh), while for the buyer, the amount to be paid is Land Acquisition Tax. The calculation method is as follows:
    - 1) Seller (PPh):  
$$\text{Income Tax} = \text{Sale and Purchase Price} \times 5\%$$
    - 2) Buyer (BPHTB)  
$$\text{BPHTB} = (\text{Selling and Purchase Price} - \text{NJOPTKP}) \times 5\%$$
  - f. After the processing of the above files has been completed, then continue with the Rights Application stage.

## 2. Stages of Application for Rights from State Land to Freehold Land

The process for processing a Certificate of Title from State Land to Freehold Land, as stated in Articles 54-56 of the Minister of Agrarian Affairs Regulation Number 18 of 2021, is carried out with the following procedures:

### a. Fulfill the application requirements, among others

#### 1) Regarding the applicant:

- a) The identity of the applicant, or the identity of the applicant and his/her attorney and power of attorney if authorized.

#### 2) Regarding the land:

- a) The basis for control or the basis for rights is:

- (1) Certificates, deeds of transfer of rights, deeds/proof of release of rights, letters of appointment or purchase of plots, proof of payment for land and houses and/or land that has been purchased from the government, auction minutes, court decisions or other proof of land acquisition;

- (2) In the event that there is no proof of land ownership as mentioned above, physical control over the land is stated in a statement of physical control over the land area witnessed by at least 2 (two) witnesses from the local area who know the history of the land and are not related to the land and are known to the local village head/sub-district head or other similar name;

- (3) Building Sale and Purchase Deed and Transfer of Rights.

#### b) Land Plot Map

### 3) Evidence of taxation relating to the land requested

#### 4) Letter statement of physical control of the land area stating that:

- a) The land is truly owned by the person concerned, not by anyone else, and its status is State Land;
- b) The land has been physically controlled;
- c) Land control is carried out in good faith and openly by the person concerned as the person entitled to the land;



- d) Land acquisition is made according to actual data and if it turns out that problems occur at a later date it is the full responsibility of the person concerned and will not involve the Ministry
  - e) There are no objections from other parties regarding the land owned or not in a state of dispute;
  - f) There are no objections from the creditor regarding the land used as collateral for a debt;
  - g) The land is not an asset of the Central Government/Regional Government or an asset of a BUMN/BUMD;
  - h) The land requested is outside the forest area and/or outside the area for which permits have been terminated in primary natural forest and peat land;
  - i) Willing not to enclose/close yards or other land areas from public traffic, public access and/or waterways; and
  - j) Willing to release land for public interest either in part or in whole.
- b. After the application files have been received in full by the Land Office and the Applicant has paid the Non-Tax State Revenue (PNBP) fee, Committee A or the Land Registration Officer will conduct a land inspection;
  - c. After the land inspection activity has been carried out, the Head of the Land Office gives authority to the Head of Section to prepare the concept:
    - 1) Decision to grant ownership rights to the requested land;
    - 2) Decision to reject an application for Ownership Rights accompanied by reasons for rejection if the application is rejected.
  - d. The Head of the Land Office issues a decision regarding the granting of Ownership Rights or a decision to reject an application for Ownership Rights based on the required documents that have been submitted and considerations from Committee A or the Land Registration Officer and the Head of Section.
  - e. The granting of ownership rights comes into effect from the time the rights have been registered by the Land Office and a certificate has been issued as evidence to guarantee legal certainty and legal protection of land rights. The

strength of the certificate as evidence is as follows:<sup>13</sup>

- 1) As absolute evidence, namely the truth of the physical data and legal data listed in the certificate cannot be denied and there is no possibility of making changes even though material errors may occur;
- 2) As strong evidence, the accuracy of the data remains open to rebuttal. Changes to the data in the certificate are possible if another party can deny the accuracy of the data and demonstrate other truths.

Based on the explanation above, it can be analyzed that the law here has resolved disputes that arise in society, the dispute in question is the sale and purchase of land with Building Use Rights that has expired. A solution to this problem has also been found, namely for the building, a Building Sale and Purchase Deed and Transfer of Rights are made before a Notary, and for the land, a Rights Application is made from State Land to Freehold Land by the Buyer at the Kendal Regency Land Office.

On the other hand, related to the process of changing the name of the certificate (administration) it is not yet said to be valid because there are several administrative requirements that have not been fulfilled, namely formal requirements, where the Deed of Sale and Purchase according to Article 37 of Government Regulation Number 24 of 1997 can be made by the Land Deed Making Officer (PPAT). However, this provision is not absolute because the conditions for buying and selling land do not absolutely have to be proven by a PPAT deed, because in certain circumstances as determined by the Head of the National Land Agency of the Republic of Indonesia and the Head of the Regency or City Land Office can register the transfer of rights through the sale and purchase of land plots which are proven by a deed that is not made by a PPAT, but the truth is considered sufficient to register the transfer of rights in question.

### **3.3. Deed of Sale and Purchase and Transfer of Rights in accordance with National Law**

Notaries play a crucial role in ensuring that Deeds of Sale, Purchase, and Transfer of Rights are drafted in accordance with statutory provisions, both in terms of their formal form and material content. As public officials, notaries not only record the agreements of the parties but are also responsible for the legal and procedural aspects of the deed. Therefore, authentically drafted Deeds of Sale, Purchase, and Transfer of Rights serve as valid evidence and have full evidentiary force in the Indonesian legal system.

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<sup>13</sup>Bani Pamungkas, Dian Sestrina Jaya & Redynal Saat, (2002), *Hak Anda dan Pelayanan Publik di Bidang Tanah dan Bangunan*, Jakarta : Pusat Studi Hukum & Kebijakan Indonesia, p. 5

Essentially, every notary must possess the professional ability to draft a Deed of Sale and Purchase and Transfer of Rights properly and correctly, in accordance with legal principles, professional ethics, and applicable laws and regulations. This ability encompasses not only technical skills in drafting the deed's wording but also a substantive understanding of the legal norms underlying the agreement.

The following is an example of the format for preparing a Deed of Sale and Purchase and Transfer of Rights in accordance with applicable regulations.

### **BUILDING BUYING AND TRANSFER OF LAND RIGHTS**

#### **Number: 11.-**

-Today, Thursday, the fifteenth of August two thousand and twenty five (15-08-2025); -----

-12.50 WIB (twelve minutes past fifty West Indonesian Time).-----  
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-Appearing before me, Anjasmara Candra Dewa, Bachelor of Law, Master of Notary, Notary in Kendal Regency-- in the presence of witnesses known to me, the Notary,--- and whose names will be mentioned at the end of this deed---:

I.-Mrs. Kamarijah **who also called Hajjah KAMARIJAH**,---- born in Kendal, on the fifteenth of June one thousand ---nine hundred and forty five (15- 06-1945), retired, Indonesian citizen, residing in Kendal Regency, Jalan Raya Jambearum number: 15, Neighborhood Association-- 001, Citizens' Association 002, Jamberum Village, Patebon District,--

-hereinafter referred to as the First Party/Seller.

II.-Mr. **HUDIJONO**, Bachelor of Science, born in Kendal,---- on the twenty-fifth of December one thousand nine----- one hundred and fifty-five (26-12-1955), retired, Indonesian citizen, residing in Kendal Regency,- Jalan Amarta number: 17, Neighborhood Association 004, Neighborhood Association-----Resident 002, Boja Village, Boja District,-----

-hereinafter referred to as the Second Party/Buyer.

-The presenters are known to me, Notary.

-The respondent, Mrs. **KAMARIJAH, also known as Hajjah----- KAMARIJAH**, mentioned above, hereinafter also called----- Seller, states that she has sold to----- The respondent, Mr. **HUDIJONO**, Bachelor of Science, mentioned above,

hereinafter also called Buyer, who states---- hereinafter has purchased from the Seller:

-a plot of land with former Building Use Rights number-----  
192/Purwokerto, located at:

- Province: Central Java;

- Regency: Kendal;

- District: Patebon;

- Village : Purwokerto;  
an area of 210 m2 (two hundred and ten square meters),----- described in the Measurement Letter dated the twelfth of August one thousand nine hundred and eighty-five (12-08-1985),- number: 2054/1985, according to the Certificate dated the twenty-ninth of August one thousand nine hundred and eighty--- five (29-08-1985), issued by the Kendal Regency Agrarian Office, registered in the name of:---  
----- KAMARIJAH;

-with Land and Building Tax Payable Notification Letter (SPTPBB) Tax Object Number (NOP): 33.24.140.009.007-0010.0.

-The following are buildings and everything that exists, stands, grows and is planted on a plot of land which according to its intended use and/or legal provisions is considered to be a permanent object;

-Furthermore, the parties mentioned above explained:

-That the sale and purchase of the building and transfer of rights to the land mentioned above has been carried out and received at a price of **Rp. 95,000,000 (ninety-five million rupiah)**;

-That the amount of money has been paid in full by the Buyer to the Seller, and the receipt of the money in the amount of .95,000,000,- (ninety five million rupiah), has been given a separate receipt (receipt) by the Seller to the Buyer.

-That the sale and purchase of this building is carried out and accepted- with the following conditions and agreements:

#### Article 1

-Everything sold from today becomes the property of the Buyer, and from today onwards all profits obtained from and all losses/burdens suffered from what is sold become the property of or must be borne by the Buyer.

## Article 2

-All items sold are transferred to the Buyer in the condition as of the day mentioned in Article 1 above, and the Buyer hereby waives all rights to sue the Seller for any visible or invisible damage and/or deficiencies in all items purchased.

## Article 3

-The Seller guarantees to the Buyer:

1. that the building is truly his, and he has full rights to make the sale, so that the Buyer will not experience any interference in his rights to what he has purchased from anyone.
2. that the building is not bound as collateral to another party, and is also free from encumbrances and other burdens.
3. that the building is not for rent.

## Article 4

-All taxes on everything sold up to today are borne and must be paid by the Seller, and starting today are the responsibility of and must be paid by the Buyer.

-All costs required to transfer the title of the building to the Buyer's name and/or obtain the title to the land on which the building stands in the Buyer's name are borne by the Buyer.

## Article 5

-The Seller binds himself and promises that if necessary, he will provide assistance to the Buyer, so that the Buyer can become a user of the land -from and/or obtain a right to the land from the authorities, and the Seller, as long as necessary, hereby releases the rights he has and/or can exercise over and to the land for the benefit of the Buyer.

## Article 6

-The Seller hereby authorizes the Buyer, and both jointly and severally, with the right to transfer this power to another person to notify the authorities, that the building mentioned above by the Seller based on this deed has been sold to the Buyer, then carry out all actions necessary to manage/transfer/transfer the right to use the land to the name of the Buyer, and in short do whatever is necessary so that the Buyer can become a user or obtain rights to the land from the authorities.

-For the purposes mentioned above, appearing before the authorities and wherever necessary, submitting applications, providing information, making, ordering the making and signing of deeds and other documents, choosing a place of residence and then doing whatever is necessary and useful to achieve the above purpose, no action is excluded.

-The above power of attorney cannot be withdrawn/revoked and is an inseparable part of this agreement, without which this power of attorney would not have been made.

-And also this power is given by releasing all the grounds and causes that terminate a power.

#### Article 7

-As long as the Buyer has not obtained a right to the land from the authorities, the Buyer is hereby authorized by the Seller to represent the Seller fully in all matters and actions related to the land, no action is excluded.

#### Article 8

-The parties appearing as stated above state that regarding this deed and all its consequences, the parties have chosen a permanent residence and all of it is at the Clerk's Office of the Kendal Regency District Court.

-This deed was completed at 13.14 WIB (thirteen minutes past fourteen Western Indonesian Time).

-The parties hereby declare that they guarantee the truth of their identities as per the identification provided to me, the Notary, and are fully responsible for this matter, and furthermore the parties also declare that they have understood and comprehended the contents of this deed.

#### **THIS DEED IS**

-Made and completed in Kendal Regency on the day and date stated in the initial part of this deed in the presence of:

1. Mrs. MUSTAIDAH, born in Kendal, on the nineteenth of July one thousand nine hundred and ninety three (19-07-1993), Indonesian citizen, residing in-----  
Kendal Regency, Tegolayang Hamlet, Neighborhood Association 001,----- Citizens  
Association 006, Tegorejo Village, Pegandon District, holder of Resident Identity  
Card number: 3324105907930901.-----

2. Miss EKA PORNAMA SARI, born in Kendal, on the fourteenth of April one thousand nine hundred and ninety-four (14-04-1994), Indonesian citizen, residing in Kendal Regency, Tegal Hamlet, Neighborhood Association 003, Citizens' Association 003, Puguh Subdistrict, Pegandon District, holder of Resident Identity Card Number: 3324105404940009;-----

-Both of them are notary employees, whom I, the notary, know as witnesses.

-After I, the Notary read this deed to the presenters and witnesses, immediately the presenters, witnesses and I, the Notary signed this deed.

-Conducted without any changes.

-The original of this deed has been duly signed.

-Given as COPY.

Notary Public of Kendal Regency

(Anjasmara Candra Dewa, SH, M.Kn)

#### 4. Conclusion

Based on the results of the research and analysis explained above, it can be concluded that the legal act of buying and selling HGB land objects whose validity period has expired does not fulfill the principle of legality and is contrary to the theory of legal certainty, which requires clarity of the legal status of the objects and subjects involved and it was found that the main obstacles lie in the lack of understanding of the parties regarding the term of land rights, weak supervision of land administration, and the existence of "underhand" buying and selling practices that ignore legal procedures. This condition is often exacerbated by delays in the process of extending or renewing rights at the office land issues, as well as potential disputes between buyers, sellers, and the state. The solutions that can be implemented to overcome these obstacles are : Regarding the sale and purchase of expired building use rights, based on the Regulation of the Minister of ATR/Head of BPN 18/2021, the former holder of the building use rights can transfer the object, but not the underlying rights due to the Horizontal Separation Principle. The settlement process for the sale and purchase of land and buildings in the case of expired Building Use Rights is that for the building, a Building Sale and Purchase is carried out by making a Deed of Sale and Purchase and Transfer of Rights before a Notary, and for the land, an Application for Rights from State

Land to Freehold Land is carried out. Land rights holders should always pay attention to their land rights. There are several types of land rights, including ownership rights, cultivation rights, building rights, and use rights. Land rights granted under cultivation rights, building rights, and use rights have a specific time period. If the time period expires, the land will revert to state control. Therefore, rights holders should pay special attention to this matter.

## 5. References

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