



Comparison of Notary Deed and Certificate of Relinquishment of Land Rights by The Head of The Land Office in The Process of Releasing Land Rights for Private Interests

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Abstract

Requests for Waiver of Land Rights made by private parties often lead to disputes. This is a derivative of the difference in the legal force of the proof of the Deed of Waiver of Land Rights made by the Head of the Land Office and the Statement of Waiver of Land Rights made by the Head of the Land Office. This study aims to obtain empirical knowledge about the comparison between a notarial deed and a Certificate of Waiver of Land Rights by the Head of the Land Office in the process of releasing land rights for private interests. This article is classified as a literature research with a qualitative approach. The method used is empirical juridical study. The results of the study explained that in the process of proving the waiver of land rights for personal interests, a notarial deed was used which is an Authentic Deed and a statement made before the Head of the Land Office.

Keyword: Land Rights, Notary Deed, Private Interests.

Abstrak

Permohonan Pelepasan Hak Atas Tanah yang dilakukan oleh pihak swasta kerap kali memunculkan sengketa. Hal tersebut adalah turunan dari perbedaan kekuatan hukum tanda bukti Akta Pelepasan Hak Atas Tanah yang dibuat oleh Kepala Kantor Pertanahan dan Surat Pernyataan Pelepasan Hak Atas Tanah yang dibuat oleh Kepala Kantor Pertanahan. Kajian ini bertujuan untuk memperoleh pengetahuan empiris tentang perbandingan antara akta notaris dengan Surat Keterangan Pelepasan Hak Atas Tanah oleh Kepala Kantor Pertanahan dalam proses pelepasan hak atas tanah untuk kepentingan swasta. Artikel ini tergolong dalam penelitian pustaka dengan pendekatan kualitatif. Adapun metode yang digunakan adalah studi yuridis empiris. Hasil penelitian menerangkan

bahwa dalam proses pembuktian pelepasan hak atas tanah untuk kepentingan pribadi digunakan akta notaris yang merupakan Akta Otentik dan pernyataan yang dibuat dihadapan Kepala Kantor Pertanahan.

Kata Kunci: Hak Atas Tanah, Akta Notaris, Kepentingan Pribadi.

Introduction

Land is one of the basic human needs because land is a place to live, a place to make a living, and a place where humans are born and reproduce so that the relationship between humans and land cannot be separated. Land in a country cannot be controlled and used freely by the people themselves but bound by provisions stipulated by the government or the state as holders of general rights regulated by the state in the Law of the Republic of Indonesia Number 5 of 1960 concerning Legislation invitation. Agrarian Principles (UUPA). The state has the power to regulate who owns, uses, controls and utilizes land (P4T).

According to the provisions of Article 1 of Government Regulation Number 16 of 2004 concerning Land Use, what is meant by "land use regulation" is a pattern of land use regulation which includes land tenure, use and utilization in the form of consolidated land use. through institutional arrangements related to land use as a unified system for the benefit of society in a just manner. Holders of land rights must comply with the requirements outlined in laws and regulations, paying special attention to the Spatial Plan, in terms of land use and utilization (Regulation of the Government of the Republic of Indonesia Number 16 of 2004 concerning Land Administration, 2004).

Developments in each region for the development sector will cause changes in land use patterns to support development. Efficiency in economic growth, social justice, environmental preservation, and with patterns of how to manage sustainable land use are the three main goals to be achieved by land policies (Mustofa & Suratman, 2013). In the interests of the welfare of the people and the State, the use of land must be adjusted to the condition of the land and the nature of the rights. The presence of the Job Creation Law will affect regulations relating to national land law in contemporary legal developments (Law of the Republic of Indonesia Number 5 of 1960 concerning Basic Agrarian Regulations, 1960).

The Job Creation Law is complemented by four government regulations in the field of land use and spatial planning which refine the law and make land management simpler. The four government regulations are as follows (Putra, 2021): *First*, Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Flats Units, and Land Registration. *Second*, Government Regulation 19 of 2021, Implementation of Land Acquisition for Development for Public Interest. *Third*, Government Regulation Number 20 of 2021 concerning Management of Abandoned Land and Land. *Fourth*, Implementation of Spatial Planning Government Regulation Number 21 of 2021.

The need for land is increasing as a result of increased industrial development activities. Private businesses increasingly need their own properties to meet their demands across different geographies. The formality of proving the transfer of rights to land that is used for the personal interests of the applicant

with a legal entity will be the main emphasis in drafting this law (Putra, 2021). In fact, local governments, local entrepreneurs, or the private sector now own most of the property required by applicants for private companies with legal organization. Therefore, it is unlikely that a legal organization will utilize land which is under the direct control of the State when the object is accessible according to its purpose and development.

The private party is required to obtain a location permit to obtain an overview of the land to be used as a building location. In this case, a location permit is a permit that allows business actors to purchase the property required for their operations and/or activities. This is also a permit to transfer rights over the land and use it for these reasons according to the business actor's designation (Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the Indonesian National Land Agency 17 of 2019 Location, 2019).

In the case of land location permits, objects whose designation is in accordance with commercial activities anticipated to be carried out by business actors, in this case private companies that are legal entities, and which are intended to be used in accordance with the regional spatial layout plan (Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the Indonesian National Land Agency 17 of 2019 Location, 2019).

Regulating, directing, and supervising the implementation of national, provincial, and district/city regional spatial layout plans, as well as implementation of national, provincial, and district/city spatial planning plans, are just a few of them. things done by the Central Government to realize the spatial plan (Law of the Republic of Indonesia Number 26 of 2007 concerning Spatial Planning of the Republic of Indonesia, 2007). In addition, the provincial regional government can take action to address the problem in accordance with laws and regulations if the district/city regional government is unable to meet basic service standards in the field of spatial planning (Law of the Republic of Indonesia Number 26 of 2007 concerning Spatial Planning of the Republic of Indonesia, 2007).

Theoretically, there are 2 (two) ways to obtain land rights, namely the original method and the derivative method. Acquisition of original land occurs when the ownership rights originate from land that is directly controlled by the state, while acquisition of derivative land occurs when the ownership rights originate from land that already exists and is controlled by another party.

Relinquishment of land rights can be carried out either for the acquisition of assets for personal gain or for the purchase of land for the public interest. Relinquishment of land rights can be carried out either for the acquisition of assets for personal gain or for the purchase of land for the public interest. For land that has been encumbered with land rights or controlled by other people, the private business entity concerned must first relinquish the land rights to S. If a business entity without a legal entity requires state land, it must submit a letter of application for land rights to countries with certain conditions that must be met.

Areas whose rights have been revoked and whose compensation must be paid are community areas governed by customary law and which already have rights based on the Basic Agrarian Law Number 5 of 1960 (hereinafter referred to as UUPA) (Law of the Republic of Indonesia Number 5 of 1960 concerning

Regulations Basic Agrarian Principles, 1960). Compensation payments to parties who have released their rights can be in the form of money, alternative land or resettlement, share ownership, or other forms that have been mutually agreed upon.

Land rights will be destroyed when holding land, and then become public land. Registration of land rights and ownership rights to apartment units is based on the retention of land rights by the holder, according to Article 131 Paragraph 3 of the Minister of Agrarian Regulation Number 3 of 1997 concerning Provisions for Implementing Government Regulation Number 24 of 1997 concerning Land Registration. carried out by the Head of the Land Office at the request of interested parties by attaching: *First*, notarial deed stating that the holder concerned has done so. *Second*, a statement from the right holder stating that the right holder relinquishes his rights made in front of and witnessed by the Camat regarding the location of the land in question. *Third*, a statement from the right holder stating that the right holder concerned has released. *Fourth*, if the mortgage right is attached to the right, approval from the mortgage right holder. *Fifth*, appropriate title certificate.

Based on the above provisions, it is clear that in order to relinquish land rights, a deed made before a notary must state that the right holder in question has done so. Deed of Relinquishment of Rights (APH), and a statement signed by the Camat and the Head of the Land Office, is the general title of the deed or letter. The three procedures mentioned above can be used to request a release of rights; however, it is optional. Release of Rights, often called APH, is a word used in practice (SPH). that the APH form is made in the presence of a notary that is not flawed. Because the deed made by the Notary in this case fulfills the requirements of article 1868 of the Civil Code, which is connected with the original deed. As long as it is used exclusively by the Head of the Land Agency as the basis for the release of land rights in land acquisition by private parties, the notary release process has not been accepted in several locations.

From the description above, it can be concluded that the method in accordance with Article 131 paragraph (3) of the Minister of Agrarian Regulation Number 3 of 1997 concerning Provisions for Implementing Regulations can be used in the process of transferring land rights from property rights to building use rights. right of use or in accordance with its designation. According to Government Number 24 of 1997 concerning Land Registration, the registration of land rights and property rights to flats is cancelled. The 2 (two) methods that are often used by the parties when requesting the waiver of rights by using a Notary Deed or Certificate made by the local Land Office can still be compared.

Literature Review

The discussion of the comparison of notarial deeds and the release of land land is not a recent phenomenon in the world of scientific publications. Many researchers have studied and discussed it in various frames, schemes, and methods. This discussion tries to describe the difference between existing works and what the author presents. Fajirana Yani, et al., in their article entitled; *"Peran Notaris Dalam Pelepasan Hak Atas Tanah Pada Proses Konsolidasi Tanah Guna Optimalisasi Fungsi Tanah Dikaitkan Dengan Peraturan Pertanahan,"* has discussed

very accurately and systematically how notaries are a key factor in achieving the expectations desired by consumers (Yani, 2019). Fajriana's essay has similarities in the context of the relationship between notaries and land releases, while what distinguishes it from what the author studied is the aspect of comparison between the deed in the notary and the certificate at the authorized office.

Amira and Zarfina's verdict in a journal entitled; "*Kewenangan Notaris Dalam Pembuatan Akta Pelepasan Hak Atas Tanah Untuk Kepentingan Umum Di Kabupaten Solok Selatan*," has provided an interesting reference to how notaries have the authority to make land rights release deeds. These works have similarities in terms of administrative legality, especially letters or deeds that serve as ownership guidelines. The difference is, if the above work targets the object of releasing land for public ownership, what the author presents is a study of land deeds for private ownership. In addition, the location case is different, Vonisa focuses on South Solok zoning, while the author discusses it in general (Amira, 2023).

Setya Qodar Al-Haolandi, dkk., dalam jurnal yang berjudul; "*Peran Notaris Dalam Pembagian Waris Berdasarkan Hak Waris Barat Dengan Peran Pengadilan Agama Dalam Pembagian Waris Berdasarkan Hak Waris Islam*," telah memaparkan dengan sangat baik dan unik bagaimana notaris juga memainkan peran vital dalam pembagian warisan. Kesamaan antara karya tersebut dengan penulis adalah sama-sama mengkaji peran notaris yang dikaitkan dengan variabel 'perbandingan'. Perbedaannya, jika perbandingan yang Setya lakukan adalah format warisan perspektif Barat dan Islam, yang penulis kaji adalah perbandingan antara akta notaris dan surat yang ada pada kantor pertanahan (Al-Haolandi, 2018). Berdasarkan beberapa studi literasi di atas, serta setelah mengeksplorasi belasan karya yang sejenis dengan tema penulis, belum ditemukan satu karya pun yang membahas tentang apa yang penulis teliti secara totalitas dan koherensif. Menunjukkan bahwa apa yang penulis publis ini memiliki 'gab penelitian' dan nilai novelty.

Setya Qodar Al-Haolandi, et al., in a journal entitled; "*Peran Notaris Dalam Pembagian Waris Berdasarkan Hak Waris Barat Dengan Peran Pengadilan Agama Dalam Pembagian Waris Berdasarkan Hak Waris Islam*," has explained very well and uniquely how notaries also play a vital role in the distribution of inheritance. The similarity between the work and the author is that they both examine the role of notaries associated with the variable 'comparison'. The difference, if the comparison Setya did was the legacy format of Western and Islamic perspectives, what the author studied was a comparison between a notarial deed and a letter in the land office (Al-Haolandi, 2018). Based on some of the literacy studies above, and after exploring dozens of works similar to the author's theme, not a single work has been found that discusses what the author researches in totality and coherently. Shows that what this published author has a 'research gab' and novelty value.

Research Method

This article is classified as literature research with a qualitative approach. The methodology used is normative legal studies and comparative legal studies. The primary sources in this study are notarial deeds held by notaries and land

release rights letters issued by the land office. The secondary sources in this article are scientific journals relevant to the theme, as well as books containing notary issues, land, and other supporting aspects. In the process of data validation and data validity testing, the author uses the concept of data triangulation so that the data obtained is not pseudo and truly tested. The most difficult thing in testing the validity of data is that there are so many varied data but have varied targets as well. In response to that, the author tries to crucify data from the most important to supporters so that significant data can be easily grouped with what the author presents.

Relinquishment of Land Rights with a Notarial Deed

Notary is a public official authorized to make legal deeds and other powers as specified in this law, according to Article 1 Number 1 of the Notary Law. Therefore, a Notary has the authority to make land deeds other than the authority of Article 15 paragraph (1), specifically Article 15 paragraph (2) letter (f). This shows that the Notary Office Law has given authority to the Notary to draw up original deeds and make deeds relating to the Land itself.

In making a deed of relinquishment of land rights, especially a deed of relinquishment of rights, the involvement of a notary is considered very important. This is done to provide evidence and legal clarity. Apart from providing services to all parties involved, it also aims to build mutual trust between the parties so that they can work together to avoid problems in the future. A public official who is given special authority by the Minister of Agrarian Affairs/Head of the National Land Agency (BPN) as a general official authorized to enshrine an agreement with land objects into a notarial deed can act as a notary in this matter (Soerodjo, 2003).

The procedure for applying for the transfer of land rights is the same, both by attaching a Notary Deed and a statement of waiver made in front of the Head of Office. The only difference is the method used to indicate transfer of title. The stages in the process of handing over the rights mentioned above are as follows: *First*, approval of the location permit recommendation by the Department of Land and Spatial Planning of Kulon Progo Regency. *Second*, approval for changing the use of land rights issued by the National Land Agency of Kulon Progo Regency. *Third*, drawing up of a deed of relinquishment of land rights before a Notary by the party entitled to the private sector/company submitting the land application. *Fourth*, furthermore, the payment of Income Tax (PPh) is made by the owner of the land title.

Fifth, relinquishment of Land Rights. The abolition of rights to land that is the object of such relinquishment has legal consequences for land that is reclaimed as state land. *Sixth*, then an application for re-measurement and a new right application is submitted by the company wishing to acquire the land based on a deed of waiver made at a notary's office. *Seventh*, payment of Land and Building Rights Acquisition Fees (BPHTB) by private parties who have interests/companies. *Eighth*, issuance of a decree stipulating that the application for relinquishment of land rights and the granting of new rights to the private party who submitted the application is accepted by the Head of the Kulon Progo Regency Land Office. *Ninth*, issuance of certificates with new land rights as requested by the private party submitting the application.

The power of a notarial deed relating to land as referred to in a notarial deed is in the context of contributing to the creation of certainty, order and legal protection in the field of national land law which is the main objective of establishing a notary deed Basic Agrarian Law.

Process of Making the Deed of Waiver of Rights Made by a Notary

Notaries in carrying out their authority and obligations based on the law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Office. Definition of Notary is a public official who is the only authorized to make authentic deeds regarding all actions, agreements and determinations required by a general regulation or by an interested person is desired to be stated in a authentic deed, guarantee the certainty of the date, save the deed and provide grosse, a copy and the quote, all as long as the making of the deed by a general rule is not really assigned or excluded to officials or other people (Adjie, 2008).

Meanwhile understanding Notary according to Law Number 2 of 2014 concerning Amendments to the Law Number 30 of 2004i Concerning Regulations for Notary Positions, namely authorized public officials to make authentic deeds and have other authorities as referred to in Law Number 2 of 2014 or based on other laws. Authority Notaries are regulated in Article 15 paragraph (1) and (2). One of the powers of a Notary is to make a deed relating to land in accordance with Article 15 paragraph (2) letter f, one of the deed namely deed of release of rights. Relinquishment of land rights means activities release the legal relationship between the holder of land rights and the land they control by providing compensation on the basis of deliberation (Shah, 2007).

This right relinquishment activity is not only carried out in the public interest but can also done for private purposes. Related to the land rights that were relinquished and to receive compensation are lands that already have certain rights based on the law. Invite Number 5 of 1960 (UUPA) and customary law community lands. As for compensation given to the party who has waived his rights can be in the form of money, replacement land or resettlement. Meanwhile, the role of a notary is very important, important in making a deed of waiver of land rights, especially the statement deed Release of Rights/Exemption of Land Rights on lands that have not been certified, ie provide legal certainty and legal evidence.

The legal basis for the release of land rights regulated in Article 27, Article 34 and Article 40 of the UUPA, while related to procedures its implementation is regulated in Presidential Regulation Number i36 Year 2005 concerning Land Acquisition for Implementation of Development for the Public Interest. Relinquishment of land rights cannot conducted by a district court, or by a foreign court. Relinquishment of ownership rights land can be done with a deed stating that the rights in question have been granted released by the right holder, notarized or privately, namely among others by: *First*, notarial deed stating that the holder concerned relinquishes the right to land (in this case property rights). *Second*, statement from the right holder that the right holder concerned releases land rights (in this case property rights) made in front of and witnessed by the Camat location of the land in question. *Third*, statement from the right holder that the right holder concerned releases land rights (in this case ownership rights) made in front of and witnessed by the Head local land office.

For the process of compensation provided by private parties or private companies to the holder of land rights in the form of money or replacement land or settlements return. Compensation is given for rights to land, buildings, plants, and objects others related to land. Relinquishment of land rights can be carried out if an agreement has been reached in deliberations between the parties holding the rights to the land with prospective holders of new land rights, in this case a private company, if it has been reached agreement regarding the form and amount of compensation then a deed of release of land rights is drawn up by a Notary or a letter of release of land rights. When the deed of release of rights to the land has been signed, the private company directly submits compensation to the party relinquishing the right to the land.

The Waiver of Land Rights is Made by The Head of The Land Office

State land rights can be granted to individuals or business entities by the director of the National Land Agency. The granting of rights is defined as government provisions granting rights to state land, including extending the term of rights and renewing rights, in Article 1 Number 6 of the Regulation of the State Minister for Agrarian Affairs/Head of the Land Agency Number 3 of 1999. Regulation of the State Minister for Agrarian Affairs/Head of the National Land Agency Number 9 of 1999 then expanded the meaning of "granting rights" in Article 1 Paragraph 8 to become a government decision to grant rights to state land. land rights, extending the term of rights, renewing rights, changing rights, even granting rights over Management Rights.

The Head of the National Land Agency of the Republic of Indonesia can exercise his authority directly or delegate it to the Head of the Regional Office of the Provincial National Land Agency or the Head of the Regency/City Land Office to regulate and determine land right. Property rights at the time of completion of the disposal, either by deed of release of rights or a statement of release of rights, give rise to legal consequences because the land is state land, so that legal activities cannot be carried out by buying and selling or binding sales and purchases (LS, 2020).

In proving the relinquishment of land rights, the Notary and the Head of the Land Agency compare the relinquishment of land rights that have been made or produced. The three procedures listed in Article 131 of Minister of Religion 3 of 1997 regarding the relinquishment of land rights carried out by a Notary are more ideal for the parties submitting a request for relinquishment if viewed based on Article 1868 BW, from a proof point of view. While it is true that a release letter signed by the head of the local Kantah is used as evidence in the release procedure because it is quicker and easier, it can still be said that it is done for time efficiency.

This legal action is not just handing over land rights because the handing over of land rights has economic value by way of compensation/compensation transactions, so there is a need. The applicant, a private legal entity with an interest in the disposal process, wants to provide evidence that can perfectly protect his interests.

The Issue of Relinquishment of Land Rights for Private Interests with Legal Entities

According to a case study conducted with a notary/PPAT in a district in East Java who relinquished land rights for personal use, there were several problems that arose during the relinquishment process, as follows: before starting the first step, it is necessary to apply for and propose a location permit for the location of the item of land rights to be surrendered. The District Spatial Planning Office level gave the approval and recommendation. The fact that the District Spatial Planning Office in the field actually issues Partial Location Permits meaning that only part of the permits are given to applicants to obtain land rights if done by a legal entity makes this permit very important. as a basis for filing an application for waiver.

The goods for which the rights will be applied for can also have implications if they are in the form of land located in a green open space area in accordance with the local district spatial plan. Due to the inaccuracy of certain parties, all of these places underwent a waiver procedure, which resulted in the law turning the land object into state land. *First*, if the location area is large enough in the application, then a problem arises where the legal entity must provide many certificates to be able to apply for a letter of release. We are all aware that private companies that are legally incorporated tend to have rights over land to a greater extent than people. *Second*, there are many forms of land rights requested, including usufructuary rights and property rights, which can be either yards or agricultural land, or paddy fields. Because in theory, a place is in line with its designation, which is usually in the form of a Building Use Right, when a person or legal entity requests the relinquishment of land rights.

This problem is related to the status of land rights in the past which may not have been entirely transferred, with certain facts based on the idea that the inheritance has not been completed or is still in the form of capital C. Land is only given by the right holder with the intention of benefiting the commercial sector who has submitted an application and paid compensation. The private party who receives the transfer of land rights is domiciled, while the holder of land rights is domiciled as the party handing over land rights.

Because the procedure for relinquishing land rights is carried out if the subject who needs the object does not meet the requirements as a right holder, it is not specifically regulated in laws and regulations that regulate its implementation. Therefore, what is required in this legal action cannot be obtained by buying and selling but through a system that allows land rights holders to be willing to surrender their land rights according to their designation (Hutagalung & Gunawan, 2008). Similar to Law Number 2 of 2012 concerning Land Acquisition for Development for Public Interests which was later replaced by Government Regulation Number 19 of 2021 concerning Implementation of Procurement for Public Interests, this is different from the revocation of land rights in land acquisition for development in the public interest. regulated in detail and clearly by certain laws and regulations.

Based on the case studies conducted by the author, there is still a need for improvement in the implementation of land rights relinquishment procedures for personal gain in various places, especially in Java. First, the Deed of Release must be made before a Notary, and the Head of the Land Office must issue or legalize the

Certificate. Because there are still relatively few applicants who complete the relinquishment process at the sub-district level, the Land Office has not made accommodations for relinquishment of land rights that are carried out or made by the sub-district head himself. The author then compares the process of surrendering property rights to the benefit of private legal organizations and provides many justifications.

Conclusion

Based on the description above, it can be concluded that the relinquishment of land rights is one way for holders of land rights who do not meet the requirements as holders of land rights by first relinquishing these rights to them. With the understanding that the legal act of relinquishing land rights is a waiver of the legal relationship between the holder of land rights and the land they control by providing compensation on the basis of deliberation. Relinquishment of ownership rights to land can be carried out by drawing up a deed or statement, whether notarized or underhand, stating that the rights in question will be relinquished by the holder of said ownership rights to the State, so the applicant who attaches the deed of relinquishment has the privilege to apply for the right, which is given, delivered as needed. Proof of relinquishment of land rights tends to use notary deeds and certificates of relinquishment of land rights by the head of the Land Office for personal gain.

The results of the study show that in the process of proving the relinquishment of land rights for personal gain a notarial deed is used which is an authentic deed and a statement made before the Head of the Land Office. It should be noted that in the form of a release statement made by the Head of the Land Office there is evidence of private letters. Meanwhile, the deed of release made by a notary is more authentic in the evidentiary system. In terms of proof from the provisions of Article 131 Permenag 3 of 1997, the release of land rights carried out by a Notary has perfect proof, especially regarding the time, date of manufacture and the legal basis for the application for release. For the relinquishment of land rights carried out before the Head of the Land Office who has the power of proof under the hand with the consequence that in the future there is a denial, then the party who submits the deed under the hand as evidence, must prove the truth.

Reference

- Adjie, H. (2008). *Indonesian Notary Law, Thematic Interpretation of Law Number 30 Of 2004 Concerning Notary Office*. Bandung. Refika Aditama.
- Ali, A. (2008). *Revealing the Law*. Jakarta. Ghalia Indonesia.
- Amiruddin. (2006). *Introduction To Legal Research Methods*. Jakarta. King of Grafindo Persada.
- Bakri, M. (2007). *Land Ownership Rights by The State (New Paradigm for Agrarian Reform)*. Yogyakarta. Image Media.
- H., Hadjon, Philip M. (2005). *Introduction To Administrative Law in Indonesia*. Yogyakarta. Gadjah Mada University Press.

- H., Harsono, Boedi. (2003). *Indonesian Agrarian Law History of The Establishment of The Law the Basic Agrarian Law, Its Content and Implementation*. Jakarta. Djbatan.
- Hutagalung, A. S., & Gunawan, M. (2008). *Government Authority in The Land Sector*. Jakarta. Mighty Grafindo King.
- Marbun, S.F. (1997). *State Administrative Court and Administrative Efforts at Indonesia*. Yogyakarta. Liberty.
- Murhaini, Suriansyah. (2009). *Regional Government Authority to Manage Fields Land Affairs*. Surabaya. Laksbang Justitia.
- Mustofa, H., & Suratman. (2013). *Use of Land Rights (For Industry)*. Graphics Light.
- Laoli Noverius. *The ATR/BPN Ministry Has Prepared 4 (four) PP Regulations Derived from The Work Copyright Law*. (2020).
<https://nasional.kontan.co.id/news/kementerian-atrbpn-siapkan-4-pp-aturan-turunan-uu-cipta-kerja>.
- Law of The Republic of Indonesia Number 5 Of 1960 Concerning Basic Agrarian Regulations. (1960).
- Government Regulation of The Republic of Indonesia Number 16 Of 2004 Concerning Land Use Management, (2004).
- Law of The Republic of Indonesia Number 26 Of 2007 Concerning Spatial Planning of the Republic of Indonesia. (2007).
- Putra, I. R. National Land Agency: 4 (four) Derivative Rules for The Job Creation Law for a Simpler and Easier Process. (2021). www.merdeka.com.
- Santoso, U. "Relinquishment of Land Rights for The Interests of Private Companies." *Law Journal Pro Justitia*, Vol. 28, No.2, (2010), p. 45.
- Soerjopratiknjo, Hartono. (1994). *Representative By Will*. Yogyakarta. Mustika Wikasa.
- Soerodjo, I. (2003). *Legal Certainty of Land Rights in Indonesia*. Jakarta. Arloka.
- Syah, M. I. (2007). *Fundamentals of Land Acquisition for Public Interests*. Jakarta. Gem Nets Script.