



## **The Role Of Land Deeds Official Certifier (*Ppat*) In Terms Of Transfer Of Land Rights Through Land Exchange In The Development Of Educational Infrastructure**

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**ABSTRACT**

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### **Keyword:**

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An alternate this is used as a way of shifting land rights need to be proven by a deed drawn up by the performing Land Deed Maker, hereinafter abbreviated as PPAT. as a consequence there may be an absolute detail that must be fulfilled in moving land rights, particularly the Deed of transfer of Land Rights made via the PPAT. based totally on this, the researcher observed issues, namely (1) what's the role of the Land Deed authentic (PPAT) in moving land rights through exchange? And (2) What are the legal outcomes for the events who enter into an agreement to change land with ownership rights? This studies uses a normative juridical technique, by means of analysing both written and unwritten rules. The studies stage used is the literature stage. the information evaluation used is qualitative juridical. In conclusion, the Land Deed legit (PPAT) inside the case of transfer of land rights through land switch within the production of educational infrastructure centers can't be processed in order that it isn't in accordance with Article 37 paragraph (1) of government regulation No. 24 of 1997 regarding Land Registration and Article 2 of government regulation No. 37 of 1998 regarding guidelines on the location of Land Deed legit. The prison results of the land change agreement for the improvement of instructional infrastructure encompass disputes arising from errors in the deletion of land rights in SD 03 Pakintelan, Gunungpati District, Semarang town, Mangunsari Village

## **INTRODUCTION**

PPAT (Land Deed Making officers) and Notaries are each public officials with the authority to create real deeds. however, their roles are ruled through specific felony frameworks. PPATs are regulated by means of law range 5 of 1960 regarding primary Agrarian principles, authorities regulation quantity 24 of 1997 regarding Land Registration, and government regulation range 37 of 1998 regarding the position of Land Deed Making officers. in the meantime, Notaries fall beneath the law of law wide variety 2 of 2014, which amends law quantity 30 of 2004 regarding the placement of Notary. The variations among the 2 are reflected in the institutions chargeable for appointing and brushing off them, their respective obligations and government in making ready unique true deeds, as well as the systems of oversight and steering relevant to each career (Baharudin, 2014, p. 89). The principle role of PPATs is to assist with land registration by way of making ready real deeds that function proof of sure criminal moves concerning land rights or possession of apartment units. these deeds offer the inspiration for updating land registration statistics to mirror modifications due to these criminal movements.. PPATs work inside specific districts or towns that align with the jurisdiction of the neighborhood Land office, reflecting their absolute competence within those areas. (Sutedi, 2014, p. 77).

There are many activities in the land sector, for example, exchange, buying and selling, leasing, and others. Nevertheless, in this case, the researcher wants to discuss land swaps. Swapping is a custom of the ancestors of the Indonesian nation that has been passed down from generation to generation. As time passes and in increasingly modern times, Indonesian people still often carry out the exchange of goods (Yulianti & Baiduri, 2022, p. 442).

The position or role of land is significant for the community, where land has economic rights that can be maintained and even passed on to their heirs. Therefore, the position of land ownership status is significant now and in the future (Palit, 2015, p. 137).

The many conflicts in the land sector that have surfaced can create the impression that land, often referred to as a source of people's prosperity and welfare, seems to have turned into a source of triggering societal conflicts (Budiman, 2005, p. 74).

When viewed in terms of its nature, land is fixed or does not change, while the needs and number of residents constantly change and tend to increase. With these contradictory characteristics, problems often arise related to land being used as an object of exchange (Ratnawati, 2018, p. 248).

An exchange used to transfer land rights must be proven by a deed drawn up by the Acting Land Deed Maker, abbreviated as PPAT. Thus, an absolute element must be fulfilled in transferring land rights, namely, the Deed of Transfer of Land Rights made by the PPAT. A land title certificate is the legal means of proof of ownership of land rights.

One of the problems regarding the transfer of land rights by way of exchange occurred in public educational infrastructure facilities in the Gunungpati District, which prompted the Semarang City Government to develop educational infrastructure. The Semarang City Government built the educational infrastructure on land belonging to a resident in Pakintelan Village, Gunungpati District. The acquisition of land rights is carried out through the transfer of land rights through exchange. The land belonging to the Semarang City Government was exchanged for the land of one of its residents named (the late) Soerehat bin Soekimin.

The land swap was implemented on Monday, May 31, 1999, at the Mangunsari Village Office, Gunungpati District, Kodya Dati II Semarang. Government-owned land was legally exchanged for Soerehat bin Soekimin's (the late) land used for Pakintelan 03 Public School, Gunungpati District. The government handed over to (the late) Soerehat bin Soekimin a portion of the 23-class S II parcel of land with an area of + 5100m<sup>2</sup> (five thousand one hundred square meters) in Dukuh Mangunsari. Furthermore, (the late) Soerehat bin Soekimin also handed over a piece of land formerly Yasan C Desa No: 338 Ps.99 class D II with an area of + 3300 m<sup>2</sup> (more or less, three thousand three hundred square meters). The land is used to construct educational infrastructure for SDN 03 Pakintelan, Gunungpati District, Semarang.

The exchange occurred with an agreement between the Semarang City Government and (the late) Soerehat bin Soekimin. However, the exchange stopped midway as time went by after (the late) Soerehat bin Soekimin passed away in 2014. That is, implementing the ongoing exchange is completed at the end.

The failure to complete the exchange began with a sudden sealing by the heir of (the late) Soerehat bin Soekimin, named Dal Saptono. The sealing was carried out because the heirs of (the late) Soerehat bin Soekimin felt that the replacement land given by the government to (the late) Soerehat bin Soekimin had no value, and its status was unclear.

The heirs demand their rights from the Semarang City Government, which must still be fulfilled. If the Semarang City Government does not immediately follow up on the request from the heirs, the heirs will ask for the return of the land belonging to (the late) Soerehat bin Soekimin.

So, based on this, the author is interested in writing a paper entitled THE ROLE OF LAND DEED MAKING OFFICIALS (PPAT) IN TERMS OF TRANSFER OF LAND RIGHTS THROUGH LAND EXCHANGE IN THE DEVELOPMENT OF EDUCATIONAL INFRASTRUCTURE.

## **RESULTS AND DISCUSSION**

### **A. The Role of Land Deed Officials (PPAT) in the Transfer of Land Rights through Land Exchange for Educational Infrastructure Development**

Article 19, paragraph (2), sub b of Law Number 5 of 1960 on the Principles of Agrarian Regulations states that the government's duties and authority in land registration are divided into two main tasks (Prawira, 2016, p. 64): Registration of Land Rights, which involves recording land rights for the first time in the land book register. Registration of Transfer of Land Rights, aimed at ensuring legal certainty where PPAT plays a significant role.

Land registration serves to guarantee legal certainty, a function in which PPAT holds a critical position. Additionally, Article 2 of Government Regulation No. 37 of 1998 on the Position Regulations for Land Deed Making Officials specifies the following:

The primary role of PPAT is to assist with certain land registration activities by creating deeds as proof that specific legal actions involving land rights or ownership of apartment units have been carried out. These deeds are then used to register changes in land registration data resulting from these legal actions.

The legal actions referred to in paragraph (1) include:

- a. Buying and selling;
- b. Exchange;
- c. Grant;
- d. Contribution to a company (inbreng);

- e. Division of joint rights;
- f. Granting building use rights or usage rights over proprietary land;
- g. Granting mortgage rights; and
- h. Granting power of attorney to impose mortgage rights.

This discussion focuses on the transfer of land rights through exchange. Land exchanges are a common practice in daily life, but issues in the land sector can often lead to the perception that land, a vital source of prosperity and welfare, has become a source of social conflict, potentially resulting in severe disputes (Patittingi, 2011, p. 15).

To reduce conflicts, the method of land exchanges for moving land rights is regulated with the aid of government regulation No. 24 of 1997 on Land Registration. via these exchanges, possession shifts to a brand new celebration. however, in many rural regions of Indonesia, such transfers often arise without proper felony documentation. Oral agreements or informal arrangements are usually practiced, mainly for inherited land, in which no reliable evidence of possession exists. Article 37, paragraph (1) of government regulation No. 24 of 1997 offers clear methods and requirements for land rights transfers to make sure they're well documented and legally valid. "Transfers of land rights and ownership rights to condo gadgets thru buying and selling, trade, presents, inclusion in businesses and other prison moves for transferring rights, besides for transfers of rights via auctions, can best be registered if verified by using a deed drawn up by the PPAT who is legal in line with the provisions of the relevant laws and policies."

The origin of the emergence of land alternate disputes in the production of instructional infrastructure at SD 03 Pakintelan, Gunungpati District, Semarang city, become the fault of the Mangunsari Village. errors within the system for deleting the popularity of land rights had been the primary cause for land exchange disputes inside the production of tutorial infrastructure at SD 03 Pakintelan, Gunungpati District, Semarang. for this reason, the heirs of the land proprietor (Alm) Soerehat bin Soekimin feel they have got not been given proper rights. The heirs of the landowners represented by Dalsaptono felt that their households had been materially disadvantaged due to the fact they have been not given replacement land however handiest as cultivators.

An error in writing off the status of land rights made by the Mangunsari Subdistrict had fatal consequences. It resulted in the termination of the unresolved land exchange process. The impact of his mistakes resulted in negative impacts for several parties. The first party, the Semarang City Government, faced the heirs of (the late) Soerehat bin Soekimin to explain the problem. The negative impact for the second party, namely the heirs of (the late) Soerehat bin Soekimin, felt material loss because there was no certainty regarding the status of rights to the replacement land. The third party is the students of SD 03 Pakintelan Gunungpati, Semarang, who could not go to school for several days because the heirs of the land sealed the school.

This problem caused PPAT to be unable to process the land exchange deed for educational infrastructure. So it can be concluded that the role of the Land Deed Drafting Officer (PPAT) in the transfer of land rights through land exchange in the construction of educational infrastructure cannot be processed, so it does not comply with Article 37 paragraph (1) of Government Regulation no. 24 of 1997 concerning Land Registration and Article 2 of Government Regulation Number 37 of 1998 concerning Position Regulations for Land Deed Officials.

#### **B. An electronic contract is said to be valid and binding for the parties in a peer-to-peer lending transaction**

An exchange is a form of agreement, similar to buying and selling, and its validity must meet the conditions set forth in Article 1320 of the Civil Code. According to the article, the requirements for a valid agreement are as follows (Subekti, 1979, p. 88):

1. Mutual consent between the parties involved;
2. Legal capacity to enter into an agreement;
3. A specific subject matter; and
4. A lawful cause.

An exchange agreement is a reciprocal (bilateral) contract that establishes rights and obligations for both parties. The provisions for such agreements are found in Articles 1541 to 1546 of the Civil Code. Being a consensual agreement, it becomes binding and legally enforceable once the parties reach an agreement regarding the terms. However, at this stage, the agreement only creates rights and obligations but does not yet transfer ownership rights (ownership). Ownership is only transferred after the process of delivery or transfer (levering) has been completed (Putri, 2016, p. 82).

The process for registering the transfer of land rights through an exchange at the Regency or City Land Office is regulated in Articles 97 to 106 of the Regulation of the Minister of State for Agrarian Affairs/Head of the National Land Agency Number 3 of 1997, which serves as an implementation guide for Government Regulation Number 24 of 1997 on Land Registration. The process includes several steps: preparing the deed, executing the deed, registering the transfer of rights, and delivering the certificate.

A land exchange agreement carries legal implications for the parties involved, as the land ownership certificate serves as evidence of land rights. While the certificate is strong legal proof, it is not considered absolute.

Land is a crucial resource in human life, as much of human activity depends on its ownership and use. However, in the case of the land exchange for the construction of educational infrastructure at SD 03 Pakintelan in Gunungpati District, Semarang City, errors occurred during the process of canceling the land rights status by the Mangunsari Village. These errors had significant consequences, resulting in the failure to complete the land exchange process and preventing the PPAT from processing the transaction.

The legal consequence for the parties involved in this land exchange agreement was the emergence of a dispute related to the land exchange for the construction of educational infrastructure at SD 03 Pakintelan. This dispute was caused by the errors made by Mangunsari Village in handling the land rights status.

## **CONCLUSION**

1. The role of the Land Deed Making reputable (PPAT) in facilitating the switch of land rights via land trade for the improvement of instructional infrastructure can't proceed as required. this example violates the provisions of Article 37, paragraph (1) of presidency law No. 24 of 1997 on Land Registration and Article 2 of government regulation No. 37 of 1998 on the position guidelines for Land Deed Making officers.
2. The criminal implications for the parties involved in a land trade settlement for the construction of instructional infrastructure encompass disputes over land exchanges, consisting of the one that took place at some point of the improvement of SD 03 Pakintelan in Gunungpati District, Semarang town. This dispute arose because of mistakes inside the system of canceling land rights reputé, which changed into performed by means of the Mangunsari Village authorities.

## **SUGESTIONS**

1. It is suggested to the notary to be careful in carrying out legal actions in order to exercise his authority in making a deed of exchange to avoid disputes
2. The Mangunsari Village should have kept the rights status a secret so that it does not harm the parties who want to carry out legal exchange actions.

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