



## JURIDICAL REVIEW ON PROCEDURES FOR PLOTTING AND SELLING OF LAND PLOTS BASED ON THE LAND LAW AND ITS IMPLEMENTING REGULATIONS

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**Abstract:** This study aims to find the legal arrangements, especially the Land Law and its Implementing Regulations which can guide the procedures for land plotting that occur in the community, regarding its procedure for buying and selling land rights in relation to the land plots. The research method used is the normative juridical research method. Legal arrangements and procedures for land plotting in Indonesia are regulated in a statutory regulation, namely the UUPA and PP No. 24 of 1997 Article 48 and Article 49 PP No. 24 of 1997 which regulates division and separation as a legal reference regarding the land division. The procedure for managing land plots can be done in 2 ways, namely land parcels through the Procedure for Separation of Self-titled Titles, and Land Plots Directly through the Sale and Purchase of Land Rights. The procedure for buying and selling land rights in relation to plotting is carried out through 4 stages as follows: stage 1, the seller of the land plot (land plotter) submits an application for registration of splitting of NIB (Land Plot Identification Number) which must be carried out before an official sale and purchase transaction is carried out, in the sense that there has been no payment to the land owner because the PPAT deed has not been made. Then, in Stage 2, all processes related to plotting, namely splitting and separating land parcels in the field, including measurements made at the time of application for NIB registration. Lastly, in Stage 3, after the NIB registration application process is complete, the Land Agency Office issues a map of the land parcels in which the NIB of the relevant land parcel is stated.

**Keywords:** Juridical Review, Land Plots, Land Law, Indonesia.

## INTRODUCTION

According to the Binoto (2007), the definition of plots and plots of mature land is that: *“Plots are plots; parcels; a plot of land; a plot of land of a certain size that has been converted by the Agrarian Office (Civil Law) plot of land (ing). Mature plots of land are plots of land that have been prepared in accordance with standard requirements in the use, control, ownership of land, and spatial plans for residential or residential environments for building buildings (Agrarian Law)”*.

Every land right holder who is a legal subject has the right to take legal action on his land, provided that such legal action is permissible by law. Likewise, the right of a land owner to transfer his rights to another party, provided that the legal subject, either the one who is relinquishing his rights or the one who will receive the rights by law, is considered competent and authorized to carry out said legal action, and the object of the transfer is justified by law and can be transferred ownership.

In order to guarantee legal certainty regarding the ownership of land parcels, the Land Law (UUPA) itself orders holders of land rights to register their rights. Land registration is regulated in UUPA Article 19, which is carried out by Government Regulation Number 10 of 1961 concerning Land Registration which is contained in the State Gazette of the Republic of Indonesia Number 28 of 1961, and then replaced by Government Regulation Number 24 of 1997 concerning Land Registration contained in the State Gazette of the Republic Indonesia Year 1997 Number 59. These two regulations are the implementation of Land

Registration within the framework of a Cadastral Recht which aims to provide legal certainty and legal protection to holders of land rights so that they can easily prove themselves as holders of the rights in question and for interested parties, such as the prospective buyer is to obtain the necessary information regarding the object of the legal action being carried out, as well as for the Government to implement land policies

The Land Agency Office in relation to the registration of land parcels only recognizes 2 (two) types of transfer of land rights that can be registered, namely as stipulated in Article 48 paragraph (1) and Article 49 paragraph (1) of Government Regulation Number 24 of 1997 (hereinafter referred to as PP No. 24 of 1997) regarding Land Registration:

- (1) Transfer of land rights resulting in the splitting of land parcels
- (2) Transfer of land rights resulting in the separation of land parcels.

## MAIN PROBLEM

The purpose of writing this research article is:

1. what are the legal arrangements and procedures for land plotting that occur in the community in Indonesia?
2. What are the procedures for buying and selling land rights in relation to land plots in Indonesia currently?

## METHOD OF RESEARCH

This type of research is normative juridical research. Normative juridical research looks at the law in terms of its legal principles with the type of research on legal principles. Secondary data is collected through library documentation, namely

collecting data through literature surveys or literature studies and legal documents related to the problem (Harsono, 1988). Primary data is carried out through direct observation and interviews, namely holding questions and answering verbally with respondents about matters relating to the problem. The data obtained from the research, both primary and secondary data, were analyzed using legal qualitative descriptive methods, namely, data obtained in the field and in the library were arranged systematically after being selected based on problems and seen for conformity with applicable provisions, then used to analyze Mechanisms, procedures for plotting and buying and selling of plots of land based on the charter and implementing regulations (Perangin, 1987).

## **RESEARCH RESULT AND DISCUSSION**

### **1. Legal Arrangements And Procedures For Land Plotting That Occur In The Community in Indonesia**

Part of the division occurred due to the rapid growth of development, which led to an increase in efforts to meet the needs of housing, especially housing or settlements. One of the consequences is a change in the composition of ownership through the transfer of land rights and changes in the designation, utilization, and use of land parcels. Many agricultural lands have changed their designation to become land with allotments for housing or settlements. This is where the bad result is, namely land with agricultural designations is always pressured by the fulfillment of the

interests of physical development including the construction of housing for people who are always moving dynamically.

Many agricultural lands were later plotted, even though land with a KDB of 0% (zero percent) could not be plotted, and housing could not be built on it. This means that a buyer who has purchased in accordance with applicable procedures cannot build a house on the land he purchased because he did not obtain a permit to construct a building from the competent authority. Conditions like this in the community cause the transfer of land rights by way of plotting to cause conflict, which is more detrimental to the community buying the plots of land.

The UUPA itself and its implementing regulations, namely PP No. 24 of 1997 has not regulated the model or system of land plotting. Therefore, in this case, there is an empty norm or there are no specific rules regarding this matter. In fact, one of the objectives of the promulgation of the UUPA is to lay the foundations to provide legal certainty regarding land rights for the people as a whole. So that the absence of regulation regarding land plots means that there is no legal certainty for those who buy land by plotting. Therefore it creates legal uncertainty and has the potential to cause legal violations.

To ensure legal certainty, every legal event or legal action resulting in the transfer of rights must be registered at the Land Agency Office. This is as mandated in Article 19 of the UUPA namely: "*To ensure legal certainty by the Government, land registration is*

*carried out throughout the territory of the Republic of Indonesia according to the provisions stipulated by Government Regulations".*

In this connection, PP No. 10 of 1961 which was later refined into PP No. 24 of 1997 regulates land registration. The implementation of land registration in addition to providing legal certainty to owners of land rights to prove their rights to the land they control also provides convenience for other interested parties such as prospective buyers and potential creditors to obtain the necessary information regarding the land that is the object of the legal action to be carried out. Besides that the Government itself is to implement policies in terms of land order (Bakir, 2009).

When referring to the provisions of PP No. 24 of 1997 Article 48 paragraph (1) states:

"At the request of the right holder concerned, a registered plot of land can be perfectly divided into several parts, each of which is a new parcel of land with the same legal status as the original land parcel".

The General Explanation contained in Article 48 paragraph (1) PP No. 24 of 1997 namely: "The division of land parcels must be in accordance with the applicable spatial plan and may not result in non-implementation of the provisions of the applicable laws and regulations, for example, the provisions of land reform". Furthermore, based on Article 49 paragraph (1) PP No. 24 of 1997 states that: "At the request of the relevant landholder, from one plot of land that has been registered, a part or several parts can be separated,

which in turn constitutes a new parcel of land with the same legal status as the original land parcel". General Explanation of Article 49 paragraph (1) PP No. 24 of 1997 states: "In the separation of land parcels according to this paragraph, a large portion of land parcels is taken which becomes a new parcel unit. In this case, the parent land parcel still exists and its identity has not changed, except for the area and boundaries (Inawati, 2023).

The term used is separation, to distinguish it from what is done according to Article 48. So from the provisions of Article 48 paragraph (1) and Article 49 paragraph (1) PP No. 24 of 1997 mentioned above, the authors conclude, in connection with the registration of land parcels, there are 2 (two) characters of transfer of land rights that can be registered at the Land Agency Office, namely:

1. transfer of land rights resulting in the division. The consequence is that the division carried out on 1 (one) plot of land (land rights) will result in a whole new right by eliminating the status of the old land rights. However, the status of the new land rights is the same as the status of the old land rights that have been removed.
2. Transfer of land rights resulting in separation. The consequence is that the separation carried out on 1 (one) plot of land (land rights) will result in the birth of new land rights in addition to the existing land rights. The status of the new land rights is the same as the status of land

rights before the separation was carried out. Explanation of separation means that large land parcels are taken or separated in part or several parts to become new parcel units. In this case, the parent land parcel still exists and its identity has not changed, except for the area and boundaries as stated in the new measurement certificate. So the term used is separation to distinguish what is done in the solution.

The two characters have different characteristics from the result of the legal action itself, and there is no mention of division.

It seems that when the UUPA and PP No. 24 of 1997, are not familiar with the technique of selling land parcels by plotting, and then registering them. However, along with the changing times, and the development of human thinking towards modern and practical, and because of the increasing demand for housing and the existence of economic motives to gain more profits, modern marketing techniques or methods have developed in terms of buying and selling land parcels, namely by land plotting. Through table 1 below, the author will classify the comparison between splitting as referred to in Article 48 PP No. 24 of 1997, the separation referred to in PP no. 24 of 1997, and land plotting.

The profits that can be obtained by selling land parcels by way of plotting have resulted in many landowners and capital owners buying and selling land parcels by way of plotting. Thus according to

the author, the things that need to be identified as the legal subject of the plotting actor are as follows:

- 1) The owner of the land is the holder of his own rights. The division that is directly carried out by the land owner is usually caused by:
  - a. It is difficult to find buyers or investors who wish to buy their land in whole or in its entirety, this is because the area of land to be sold causes land prices to be expensive if sold all at once.
  - b. The land owner only sells part of his land plot and still expects the remaining land plot to be used for his personal interests.
- 2) Investors, in this case, can be legal entities in the form of a company or individuals who own capital (not holders of land rights) and are often called brokers. The main reasons for investors or capital owners to divide land parcels are as follows:
  - a. It is easier to find buyers for the land plots to be sold.
  - b. To get more and faster profits. The expected profit is usually more and received more quickly when compared to the sale of houses or buildings that are ready for habitation.
  - c. Buyers can build or utilize their plots of land according to their wishes. Under certain conditions, the developer can offer the construction of houses to the purchasers of the plots. So that in this case the developer indirectly gets 2

- (two) benefits simultaneously, namely from selling land and from building houses.
- 3) Buyer of plots of land plots. Plots of land that are now popular in the community, attract people more quickly to buy because:
- a. Buyers can easily obtain plots of land at prices that are not too expensive.
  - b. Buyers can directly occupy the house. This is if the buyer buys a plot of land where a house has been built on it.
  - c. There are attractive facilities in the plots of land, as promised by the developer.

Any transfer of rights, whether it occurs due to transfer or transfer or transfer of rights, will always be followed by the process of registering land rights which are carried out at the City/Regency Land Office where the land is located. Land Registration is contained in the provisions of Article 1 number 1 PP No. 24 of 1997 namely:

*"A series of activities carried out by the Government continuously, continuously and regularly, including the collection, processing, bookkeeping, and presentation and maintenance of physical data and juridical data, in the form of maps and lists, regarding land parcels and apartment units".*

In relation to the registration of rights over land parcels that occur as a result of a transfer, as mentioned in the previous chapter, the Land Office only recognizes 2 (two) types of transfer of rights that

can be registered as stipulated in PP No. 24 of 1997, namely in Article 48 regarding the division of land parcels and Article 49 regarding the separation of land parcels. Article 48 paragraph (1) states:

*"At the request of the right holder concerned, a registered plot of land can be perfectly divided into several parts, each of which is a new parcel of land with the same legal status as the original land parcel".*

Furthermore, the results of the split were replaced with old certificates and then gave birth to several new certificates in accordance with the number of splits requested, with a new area after measurement. This can be seen in the provisions of Article 48 paragraph (2) PP No. 24 of 1997 states:

*"In the case as referred to in paragraph (1), a measurement letter, land book, and certificate are prepared for each area to replace the measurement letter, land book and certificate of origin".*

In the provisions of Article 49 paragraph (1) PP No. 24 of 1997 states that:

*"At the request of the right holder concerned, from one land parcel that has been registered, a part or several parts may be separated, which in turn constitute a new parcel of land with the same legal status as the original land parcel".*

Furthermore, the provisions of Article 49 paragraph (2) state that: In the case as referred to in paragraph (1) for new units of land parcels that are separated, measurement letters, land, and certificates are made as new land parcel units and on the registration map, land register, measurement

letter, book the land and certificate of the original land parcel shall be affixed with a note regarding the said separation.

From the explanation of these provisions, the procedures for dividing land parcels carried out by legal subjects in connection with the registration of the transfer of rights can be carried out in 2 (two) general procedures, namely as follows:

- 1) If the land to be transferred or sold by way of plotting is exhausted by not giving the remainder to the old right holder, then the seller or land right holder can split the land rights. The transfer of land rights which results in splitting is regulated in Article 48 PP No. 24 of 1997.
- 2) If the land that is to be transferred or sold by way of plotting still has a remainder that remains part of the rights of the original owner, then the seller or holder of land rights can carry out a separation of rights over the land. The transfer of rights resulting in the separation is regulated in Article 49 PP No. 24 of 1997.

Individuals or investors who sell land by way of plotting can take the following steps:

- 1) Splitting the rights in their own name, prior to the transfer of rights to the buyer;
- 2) Direct sale and purchase to all buying parties together before the PPAT (Land Deed Making Official) at the place where the object of land rights is located.
- 3) If the land or object of sale and purchase has been sold to the buyers, the PPAT can draw up

a deed of transfer of rights which at the same time splits land rights. However, if the land that is the object of transfer still has a remainder that remains the right of the original land owner, the PPAT will make a deed of transfer of land rights in part with the remaining land rights later being returned to the original owner.

Thus the sale and purchase of land parcels, either by splitting, namely splitting on behalf of oneself, splitting directly through buying and selling, or splitting rights will eventually produce new parcels with an area smaller than the original area.

Based on interviews with several PPAT notaries in Grobogan Regency and with reference to the applicable laws and regulations, the procedure for managing land plots can be divided into 2 types, namely:

- 1) The procedure for dividing land parcels through the Separation of Rights in Your Own Name, and
- 2) Procedures for plotting land parcels directly through the sale and purchase of land rights

Then, the discussion of the two procedures for managing the division of land is presented below.

## **2. Procedures For Buying And Selling Land Rights In Relation To Land Plots In Indonesia Currently**

In general, there are 3 (three) types of land sale and purchase that can be carried out by the parties, including:

1) Sale and purchase of pure land/whole.

The sale and purchase of land as a whole as well as the area of land stated on the proof of rights by the seller to the buyer, in practice is called the sale and purchase of pure land rights. In the sale and purchase of pure land rights, all rights attached to one plot of land (as a whole) are transferred by the seller to the buyer, in which case both the seller and the buyer really know the area of the land being transferred and this has also been stated in the proof of title. (certificate of land rights), so for the transfer of genuine rights like this usually no measurement is carried out. The requirements for a sale and purchase of land rights can be called a sale and purchase of pure land rights, namely:

- a. There is 1 (one) legal subject in his position as a seller and 1 (one) or more legal subjects in his position as a buyer, provided that 1 (one) legal subject or more who is a buyer will later be listed in 1 (one) certificate of right to land.
- b. There is 1 (one) certificate of land rights which will be sold in full or in its entirety so that there is no remainder from the sale and purchase of land rights.
- c. In completing land title certificates, the Land Agency Office will no longer carry out measurements or mapping of land parcels.

The Land Agency Office only records the transfer in the land book kept at the Land Agency Office.

2) Sale and purchase of land rights resulting in the splitting of land parcels.

In Article 48 paragraph (1) PP No. 24 of 1997 states that: *"At the request of the right holder in question, a registered plot of land can be completely divided into several parts, each of which is a new parcel of land with the same legal status as the original plot of land"*. Separation carried out on a land right will result in the abolition of the status of the old land right, resulting in a whole new land title status, but the new land right status will later be the same as the status of the land right that has been removed.

3) Sale and purchase of land rights resulting in the separation of land parcels

In Article 49 paragraph (1) PP No. 24 of 1997 states that: *"At the request of the right holder in question, from one land parcel that has been registered, a part or several parts can be separated, which in turn constitutes a new parcel with the same legal status as the original land parcel"*. In contrast to splitting, splitting here means that new land rights are born in addition to existing land rights. So the old land rights still exist, but with a new area, then apart from the previously existing land rights, new land rights



with an area after the separation was born. The status of the new land rights is the same as the status of the old land rights or those that were previously separated.

In relation to the PPAT as an official authorized to make the deed of transfer of land rights, in each transfer of rights there must be a Land Plot Identification Number (NIB) on the certificate of land rights. This is confirmed in Regulation of the Head of the National Land Agency of the Republic of Indonesia Number 1 of 2006 concerning Provisions for the Implementation of Government Regulation Number 37 of 1998 concerning Regulations for the Position of Officials Making Land Deeds, which was later amended by Regulation of the Head of the National Land Agency of the Republic of Indonesia Number 23 of 2009 concerning Amendments to Regulation of the Head of the National Land Agency of the Republic of Indonesia Number 1 of 2006 concerning Provisions for the Implementation of Government Regulation Number 37 of 1998 concerning Regulations for the Position of Officials Making Land Deeds, Article 54 paragraph (5) states that:

*"In making the PPAT deed, it is mandatory to include the Land Sector Identification Number and or land rights number, the number of the land and building tax payable notification letter (SPPT PBB), the use and utilization of the land according to the conditions on the ground."*

Referring to the explanation of the article, the provisions of the article above prohibit the PPAT from making a deed if the land parcel identification number (hereinafter referred to as the NIB) for the land to be transferred does not exist. So that means that the legal subject holding land rights must first have a NIB for the land to be transferred before carrying out the transfer of rights, whether it is a pure transfer of land rights, a partial transfer of land rights, or causes a split. The NIB is requested at the local Land Agency Office, and the PPAT is obliged to assist the right holder to apply for the NIB so that the transfer of rights can be processed. The process is as follows:

- 1) Application for registration of NIB split is made before the official sale and purchase transaction is carried out, in the sense that there has been no payment to the land owner because the PPAT deed has not been made.
- 2) All processes related to the splitting or separation of land parcels in the field, including measurements are carried out at the time of application for NIB registration.
- 3) After the NIB registration application process is complete, the Land Agency Office issues a map of the land parcels in which the NIB of the relevant land parcels is stated. With the issuance of a map of land parcels in which the NIB is listed, then land sale and purchase transactions can be carried out.
- 4) PPAT draws up a deed of transfer of land rights, in this

case, preceded by a deed of binding sale and purchase, a deed of power of attorney to sell, and a deed of sale and purchase. This PPAT deed is proof that there has been an official legal act of transferring land rights. Then the deed, original certificate of land rights, and all supporting documents are registered at the Land Agency Office for the purpose of transferring land rights.

In practice, the procedure for paying for the sale and purchase of land parcels is made in installments and some are paid in full. If the payment is made in stages, the seller and the buyer come before the Notary by explaining their intention to sell the land with gradual payments, then the Notary draws up a deed of a gradual Sale and Purchase Agreement. The notary draws up the deed of the Sale and Purchase Agreement in stages because some of the requirements have not been fulfilled in the sale and purchase, and the buyer and the seller have not been able to carry out the sale and purchase of the land before the PPAT.

The clauses regulated in the deed of the Sale and Purchase Agreement in stages are regarding the agreed price, and regarding the procedure, for payment in stages, namely the nominal price that has been paid or received by the buyer in cash, and for this payment both parties declare this agreement to be a receipt lawful. It is regulated regarding the procedure for the second payment, and so on which

will be paid by the buyer as the settlement of the remaining payments that have not been made, and is regulated regarding the date of the payment schedule, payment aids such as the use of checks or giro can be recognized if the check or giro can be disbursed by the seller, and regarding default on payment, the latter is the result of the default, namely the buyer is considered canceled or does not buy, so it is agreed that the first party is required to return 50% (fifty percent) of the payment money that has been paid.

The deed of sale and purchase agreement in stages is then followed by the making of the deed of settlement made by and/or before a notary. This Deed of Settlement stipulates that the price of the land and its derivatives as agreed in the Deed of Sale and Purchase Agreement in stages, has been paid in full by the buyer to the seller before the signing of this Deed of Settlement and the seller hereby declares that he has received the payment in full, and if need to declare this deed as a valid receipt according to law. Based on the Deed of Sale and Purchase Agreement in stages and the Deed of Settlement, and the documents are considered complete, the PPAT has the authority to make a Sale and Purchase Deed. After the deed of sale and purchase has been numbered, it must be registered along with other supporting documents by the PPAT no later than 7 (seven) days at the local Land Agency Office, before the process of returning the name of the certificate.

A certificate will be issued in the name of the new rights holder, namely the buyer. The sale and purchase of land parcels which is carried out by way of payment in full are that first a deed of sale and purchase agreement is drawn up which generally stipulates that the seller truly states that he is the owner of the vacant land plot as stated in the certificate of ownership. The seller wants to sell and hand over to the buyer, who wants to buy and accept the handover from the seller, namely the land and its derivatives. Since the signing of the deed of sale and purchase agreement, the seller promises to bind himself and is obliged to sell and hand over to the buyer, as the buyer promises to bind himself and is obliged to buy and accept surrender from the first party for the land and its derivatives, along with a price agreement regarding land and its derivatives. The deed of sale and purchase agreement is made if the files are still lacking, the certificate is proof of old rights, which means that a certificate must be replaced, the certificate does not yet have a NIB, the certificate is still used as a Mortgage, so a settlement must be carried out first.

In the Sale and Purchase Agreement, there is a clause that gives the power of substitution from the seller to the buyer. This power of substitution is to guarantee the position of the buying party in the sale and purchase agreement, with this deed and/or with a separate deed if necessary, now and in the future, if the selling party is unable to carry out the sale of the land and its derivatives themselves or for any

reason also permission cannot be obtained from the authorities, the first party hereby authorizes the buyer with the right of substitution.

The power of attorney with the right of substitution is given for and on behalf of the seller for the benefit of the buyer in the case of selling the land and its derivatives along with everything that is erected and/or embedded on it which due to its nature, designation or according to law is considered a permanent object, either to the buyer himself or to other parties desired by the buyer at a price to be determined by the buyer. The granting of power of attorney with the right of substitution in the sale and purchase agreement deed is the most important thing and an absolute requirement and is an integral part that cannot be separated from the sale and purchase agreement, because without this power of attorney, the sale and purchase agreement will not be made and will not be implemented as it should.

Therefore, in the case of a sale and purchase agreement deed, it is always accompanied by the making of a deed of selling power. and/or relinquish their rights in part or in whole to other parties or to those who are given power of attorney themselves, at prices, terms, and agreements that are considered good by the recipient of the power of attorney over a plot of land as agreed along with everything that has been or will be established and/or embedded on it which because of its nature, designation or according to law is considered as a permanent object.

With the deed of Selling Authority, with this deed the power

holder can take all necessary and useful actions in order to achieve matters related to the process of transferring the name of the certificate. For the purposes of the power of attorney, the power of attorney has the right to appear before anyone and anywhere including the authorized agency and/or Notary/PPAT, give and request statements, make, sign and submit letters and/or requests, Making, participating in completing and signing the necessary letters or deed of sale and purchase or transfer of rights.

Furthermore, if the documents are complete and the object of sale and purchase, namely the land has been paid in full, then a Sale and Purchase Deed will be drawn up. The sale and purchase deed was made, then there has been a transfer of land rights, all documents are complete and the land price has been paid in full. In the Sale and Purchase Deed, the buyer in carrying out legal actions acts based on the Deed of Power of Attorney to Sell and the Deed of Sale Agreement, and acts for and on behalf of what has been described in this deed has become the property of the buyer and therefore all profits derived from, and all losses/burdens for the object. The sale and purchase becomes the right/burden of the buyer. The sale and purchase deed after the numbering of the deed and other supporting documents by the PPAT must be registered no later than 7 (seven), at the local Land Agency Office, for the process of transferring the name of the certificate. A certificate will be

issued in the name of the new rights holder, namely the buyer.

## **CONCLUSION**

Based on the discussion and analysis of this research, then the conclusion is:

1. Legal arrangements and procedures for land plotting in Indonesia are regulated in a statutory regulation, namely the UUPA and PP No. 24 of 1997 Article 48 and Article 49 PP No. 24 of 1997 which regulates division and separation as a legal reference regarding the land division. The procedure for managing land plots can be done in 2 ways, namely land parcels through the Procedure for Separation of Self-titled Titles, and Land Plots Directly through the Sale and Purchase of Land Rights.
2. The procedure for buying and selling land rights in relation to plotting is carried out through 4 stages as follows: a) The seller of land plots (land plotters) submits an Application for registration of splitting NIB (Land Plot Identification Number) which must be made before the official sale and purchase transaction is carried out, in the sense that there has been no payment to the land owner because the PPAT deed has not been made. b) All processes related to plotting, namely the splitting or separation of land parcels in the field, including measurements made at the time of application for NIB registration. c) After the application process for registration of the NIB is complete, the Land Agency

Office issues a map of the land parcels in which the NIB of the relevant land parcels is stated. With the issuance of a map of land parcels in which the NIB is listed, then land sale and purchase transactions can be carried out. d) PPAT draws up a deed of transfer of land rights, in this case, preceded by a deed of binding sale and purchase, a deed of power of attorney to sell, and deed of sale and purchase. This PPAT deed is proof that there has been an official legal act of transferring land rights. Then the deed, original certificate of land rights, and all supporting documents are registered at the Land Agency Office for the purpose of transferring land rights.

## REFERENCES

- [1]. Binoto Nadapdap. (2007). *Kamus Istilah Hukum Agraria Indonesia*, Jala, Jakarta.
- [2]. Boedi Harsono. (1988). *Menuju Penyempurnaan Hukum Tanah Nasional*, Trisakti, Jakarta.
- [3]. Bryan A. Garner. (2009). *Black's Law Dictionary*, West Publishing Co, United States of America.
- [4]. Effendi Perangin. (1987). *Praktek Penggunaan Tanah Sebagai Jaminan Kredit*, Rajawali Pers, Jakarta.
- [5]. Inawati, Inawati. (2023). *Pembatalan Akta Perjanjian Pengikatan Jual Beli Tanah*. *Recital Review*. 5. 135-150. 10.22437/rr.v5i1.23047.
- [6]. Locke, John. (1960). *Two Treatises of Civil Government*, J.M. Dent & Sons Ltd, London
- [7]. M. Marwan dan Jimmy P. (2009). *Kamus Hukum Dictionary of Law Complete Edition*, Reality Publisher, Surabaya.
- [8]. Maria S.W. Sumardjono. (2009). *Tanah Dalam Perspektif Hak Ekonomi Sosial dan Budaya*, Kompas, Jakarta.
- [9]. R. Soeroso. (2011). *Pengantar Ilmu Hukum*, Sinar Grafika, Jakarta.
- [10]. R. Sutoyo Bakir. (2009). *Kamus Lengkap Bahasa Indonesia (Edisi Terbaru)*, Karisma Publishing Group, Tangerang.
- [11]. Ridwan Halim. (2001). *Bendera Mimbar Filsafat Hukum Indonesia dan Pragmatisasinya Suatu Analisis Yuridis Empiris*, Angky Pelita Studyways, Jakarta.
- [12]. Soejono, dan H. Abdurrahman. (2003). *Prosedur Pendaftaran Tanah (Tentang Hak Milik, Hak Sewa Guna, dan Hak Guna Bangunan)*, Rineka Cipta, Jakarta.
- [13]. Sutedi, Adrian. (2009). *Peralihan Hak Atas Tanah dan Pendaftarannya*, Sinar Grafika, Jakarta.