

REGISTRATION OF LAND FOR BUSINESS USAGE AS ASSETS OF THE AL-AIDARUSIYAH RIAU ISLAMIC EDUCATION FOUNDATION IN ROKAN HULU DISTRICT

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Abstract: *Right to Cultivate (HGU) is a new right that is not contained in Customary Law but is not the same as the erfpacht right in Western Civil Law/BW which is a material right. The main problem in this research is what is the legal status of land ownership handed over by ninik mamak to the foundation, how is the process of handing over the land by ninik mamak to the foundation and how is the process of registering land as a foundation asset.*

Key Words: *Land Registration, HGU, Foundation.*

1. INTRODUCTION:

Hak Guna Usaha (HGU) is a primary land right that has specifications. The Cultivation Right Specification is not the strongest and the fullest. In the sense that this Cultivation Right is limited in validity even though it can be transferred and transferred to another party. In the explanation of Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles (UUPA) it has been automatically recognized that these HGUs are new rights to meet the needs of modern society and are only granted to lands that are directly controlled by the state. So, there cannot be an agreement between the owner of a property right and another person.[1]

The obligation to facilitate the development of the plantation must be carried out within a period of no later than 3 (three) years after the HGU is granted. Facilitating the development of community gardens in the vicinity of at least 20% of the land area for which the HGU is requested is also one of the requirements that must be met if you wish to extend the Hak Guna Usaha. Plantations that are granted HGU with an area of 250 ha or more, which have been granted before this Ministerial Regulation comes into effect and have not implemented a partnership (plasma land), must facilitate the development of community plantations in the vicinity of at least 20% of the total area

2. THEORITICAL FRAMEWORK:

a. Agreement Theory

According to Wirjono Prodjodikoro, an agreement is a legal relationship regarding property between two parties, in which one party has the right to demand the implementation of the promise.[2]

b. Theory of Transfer of Land Rights

The transfer of land rights can occur due to inheritance without a will and legal actions, namely the transfer of rights.[3]

c. Land Tenure Theory

Proposes two conceptions of property. First, property is seen as *things*. Property includes tangible or visible objects such as land, buildings, cars, factories, and others as well as intangible objects such as copyrights, patents, and trademarks.[4]

3. LITERATURE REVIEW:

According to Zainul Bahri in the dictionary generally provides a definition of a foundation as a legal entity established to provide assistance for social purposes.[5]

Etymologically, grant means a gift or gift. This gift is done voluntarily in getting closer to Allah, without expecting anything in return.[6]

Land rights stemming from state control rights over land can be granted to individuals, both Indonesian citizens and foreign nationals, groups of people together, and legal entities, both private legal entities and public legal entities.

4. METHOD:

The method used in this study is an empirical juridical approach, namely an approach based on field research methods, namely examining applicable legal provisions and what is happening in people's lives.[7]

5. DISCUSSION:

The indigenous community of Batu Gajah Village gave a land grant of 500 hectares to the Darussalam Islamic Boarding School with the excuse of prosperity and progress which was managed by the Al-Aidarusiyah Riau Islamic Education Foundation (YPIAR) in Rokan Hulu Regency. Then the Darussalam Islamic Boarding School managed the land by developing pesantren and opening plantation land. There is a group of indigenous peoples who control/cultivate the HGU land area in the Darussalam Islamic Boarding School which is managed by YPIAR in Rokan Hulu Regency for plantations. Conflict resolution in the registration of HGU land as YPIAR Assets in Rokan Hulu Regency, namely in the context of Natural Resources (SDA) conflicts, conflict resolution efforts carried out by the community are still not effective, which are carried out through deliberation by providing compensation, while the land handover process is carried out *ninik mamak* to the foundation there must be a certificate of grant made before the Land Deed Officer (PPAT), and known by *ninik mamak* so that in the future it will not cause problems but in practice local residents assume that the land is still *ninik mamak* land that can be used for *ulayat* land even though the pesantren land already has a deed of grant and still has to provide land for community gardens at least 20% (twenty percent) taken from the land use rights area this must be in accordance with the provisions of Article 41 Regulation of the Minister of ATR/BPN Number 7 of 2017 concerning Arrangements and Procedures for Determining Business Use Rights.

6. ANALYSIS:

A. Legal Status of Land Ownership Submitted by *Ninik Mamak* to Foundations

In Government Regulation Number 24 of 1997 it is explained that transferring land rights through grants can only be registered, if it is proven by a deed made by PPAT which does have the authority to do so according to the provisions of the legislation. - applicable invitation. So the legal event of the grant must be carried out through an authentic deed made by the PPAT/Notary or commonly referred to as the Deed of Grant. In making the deed, the Notary only records what is stated by the parties and guarantees the certainty of the time and place of signing, that it is true that the parties are present and sign the deed before him at the time and place stated in the deed.

B. *Ninik Mamak's* Land Handover Process to the Foundation

The granting was in accordance with the provisions of customary law in the process of handing over the land carried out by *ninik mamak* to the foundation, namely there must be a certificate of grant made before the PPAT, and known by the *ninik mamak* so that in the future it does not cause problems but in practice local residents assume that the land is still *ninik mamak* land that can be used for *ulayat* land even though the pesantren land already has a deed of grant and still has to provide land for community gardens at least 20% (twenty percent) taken from the area of land use rights this must be in accordance with the provisions of the Circular of the Minister ATR/BPN Number 11 of 2020 concerning the Implementation of Company Obligations in Facilitating the Development of Community Gardens. In number 5 letter c regarding the obligation to build community gardens covering an area of 20% of the HGU.

C. Land Registration Process as Foundation Asset

Both the Government and the Kampar Regency Land Office must explain to the customary law community the process of registering land as an asset of the foundation that is granted. So that customary law communities avoid disputes, especially customary lands. This can be canceled if someone feels aggrieved or objected because it is clear in the Civil Code Article 1320 of the Criminal Code regarding lawful reasons, the

agreement must be made based on objectives that do not conflict with applicable law. Agreements made for reasons that are not true or are prohibited make the agreement invalid.

7. CONCLUSION :

From the discussion as explained earlier, several conclusions can be drawn, including:

- 1) The legal status of land ownership handed over by ninik mamak to the foundation is legal, as long as the grant has been made with a grant deed made before the PPAT, which is known to be ninik mamak.
- 2) The process of handing over the land carried out by ninik mamak to the foundation is that there must be a certificate of grant made before PPAT, and known by ninik mamak so that in the future it will not cause problems but in practice local residents assume that the land is still ninik mamak land that can be used for ulayat land even though the pesantren land already has a deed of grant and there must be a letter of agreement with the land that is being granted, but still must provide land for community gardens at least 20% (twenty percent) taken from the area of Hak Guna Usaha this must be in accordance with the provisions of the Circular Minister of ATR/BPN Number 11 of 2020 concerning the Implementation of Company Obligations in Facilitating the Development of Community Gardens.

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