

ABSTRACT

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JURIDICAL REVIEW FOR BUYERS IN GOOD FAITH ON LAND OBTAINED FROM A NOMINEE AGREEMENT IN INDONESIA

(xvi+130 pages - 1 table, 1 graph)

Land ownership status with "*Hak Milik*" is the most potent and fulfilled type of land title a person can have over a piece of land in Indonesia. According to the Indonesian Agrarian Law, land with the status of "*Hak Milik*" can only be obtained by Indonesian citizens. This means that foreign citizens cannot acquire land with the status of "*Hak Milik*" but are limited to obtain a land with the status of "*Hak Pakai*". Efforts by foreign parties that desire a piece of land with the status of "*Hak Milik*" have been continuously made, especially in Bali, by putting themselves as a Party in Nominee Agreements with Indonesian citizens. Nominee Agreements that are not recognized by Indonesian law have many implications, especially for third parties or buyers with good faith who wish to buy the land as intended. This Thesis discusses these matters. The Methodology used in this Thesis is the Normative Legal Research and uses the Statute Approach and the Type of Conceptual Approach. From this study, it is found that Nominee Agreement for the purpose of buying and selling a piece of land in Indonesia is not in accordance with the provisions of the laws and regulations in Indonesia, because indeed it does not meet the provisions that has been regulated in Indonesian Civil Code and Indonesian Agrarian Law. Hence, the buying and selling process is also inadequate in the perspective of law. Furthermore, legal protection for buyers with good faith who intend to buy the land shall be given or granted.

Keywords: Land Ownership, *Hak Milik*, Nominee Agreement, Buyers with Good Faith

Reference: 21 books, 12 journals (2000-2021)