



BUILDING STATUS AFTER HGB EXPIRY ON MANAGEMENT RIGHTS: THE SULTAN HOTEL DISPUTE

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Abstract: *This article examines the legal status of buildings after a Building Use Right (Hak Guna Bangunan/HGB) expires on land subject to a Management Right (Hak Pengelolaan/HPL), using the Sultan Hotel dispute as a case study. It employs normative or doctrinal legal research through statutory, conceptual, and case approaches. The analysis shows that the current legal framework does not leave a complete normative vacuum. Government Regulation No. 18 of 2021 provides that land subject to an expired HGB over HPL returns to the control of the HPL holder, while Article 109(2)(b) of Ministerial Regulation ATR/BPN No. 18 of 2021 directs the status of buildings and attached objects to the land utilization agreement. The Sultan Hotel litigation illustrates the practical consequences of that relationship: the 2025 Central Jakarta District Court judgment ordered PT Indobuildco, in reconvention, to vacate and return the former HGB land together with the buildings, and the order was enforced in June 2026. The remaining uncertainty lies mainly in contractual design, especially end-of-term clauses on handover, demolition, valuation, compensation, state-asset recording, and dispute settlement. The article therefore proposes standardized minimum clauses for land utilization agreements without treating compensation as an automatic statutory entitlement.*

Keywords: *Building Use Right; horizontal separation; land utilization agreement; Management Right; Sultan Hotel.*

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Introduction

Land law in Indonesia combines public control, private or derivative land rights, and customary-law concepts that do not always fit neatly within a single property-law model. One of its defining features is the horizontal separation principle, under which legal control of land does not automatically determine ownership of every building or object situated above it. The principle gives room for a person or legal entity to construct and own a building on land controlled by another legal subject, but it does not create an unlimited right to occupy that land after the legal basis for its use ends (Andari, 2020; Dwiyatmi, 2020; Ganindra & Kurniawan, 2017; Tista, 2022; Widijowati & Rahadiyan, 2021).

The relationship becomes more complex when HGB is granted over HPL. HPL is not equivalent to private ownership of land; it is a form of the State's right of control whose implementation is partly delegated to the HPL holder. The holder may use the land for its own institutional purposes and may cooperate with third parties through a land utilization agreement that becomes an important basis for the grant and continuation of derivative land rights. Recent scholarship has emphasized that Government Regulation No. 18 of 2021 strengthened the regulatory architecture of HPL while leaving several questions of synchronization and legal certainty in relationships with third parties (Alviola & Silviana, 2023; Devita, 2021; Kirnasari et al., 2021; Santoso, 2013; Suardika et al., 2024).

The end of an HGB therefore raises at least three legally distinct questions. The first concerns the status of the land after the right expires. The second concerns the status of buildings, facilities, and other objects constructed during the HGB period. The third concerns the parties' contractual and financial obligations at the end of the relationship. These questions should not be merged. Article 47(3) of Government Regulation No. 18 of 2021 addresses the return of the land to the HPL holder, whereas Article 109(2)(b) of Ministerial Regulation ATR/BPN No. 18 of 2021 directs the fate of buildings and attached objects to the land utilization agreement (Republic of Indonesia, 2021a, 2021b).

This distinction is significant because some discussions describe the post-HGB position as a complete 'legal vacuum.' That characterization is too broad. The positive law already determines the consequence for the underlying land and identifies the land utilization agreement as the governing instrument for buildings on HPL. The more precise problem is normative incompleteness at the contractual level: current rules do not establish a detailed, uniform set of end-of-term clauses on demolition, handover, valuation, compensation, maintenance obligations, or transition into the State Property (Barang Milik Negara/BMN) regime. The literature on HGB, HPL, land registration, and legal certainty similarly shows that many disputes are generated not only by the existence of rights but also by unclear documentation, inconsistent administrative treatment, and weak contractual anticipation of the end of the right (Apriani & Bur, 2020; Ibnu Sani & Suartini, 2024; Kamilah et al., 2024; Putri & Setyadji, 2024; Suhail et al., 2023; Widiyono & Khan, 2023).

The Sultan Hotel dispute provides an unusually concrete setting in which these issues converge. PT Indobuildco historically held HGB No. 26/Gelora and HGB No. 27/Gelora, while HPL No. 1/Gelora over the wider Gelora Bung Karno area was held for the State through the relevant government institution. The legal history of the rights, including the relationship between the earlier HGB titles, the later HPL, and subsequent extensions, has itself been contested. Recent studies focus on the validity of the HGB

and on the limits of horizontal separation in the Sultan Hotel dispute (Arsawan & Probondaru, 2026; Wicaksono & Sujadi, 2026). This article does not reopen every historical validity issue. Its narrower concern is the legal consequence once the relevant HGB periods ended and the dispute moved into the post-expiry stage.

That narrower focus became especially important after Central Jakarta District Court Decision No. 208/Pdt.G/2025/PN Jkt.Pst. The case was filed by PT Indobuildco against several government defendants. In reconvention, however, the court ordered PT Indobuildco to vacate and return the former HGB land together with the buildings and objects attached to it, and declared the judgment immediately enforceable notwithstanding available legal remedies. An execution order was later issued on 30 April 2026, and physical execution began on 18 June 2026 (Central Jakarta District Court, 2025, 2026; Dandapala, 2026). The execution is legally relevant, but it must be understood as implementation of an immediately enforceable judgment; the fact of execution should not, by itself, be used to infer the exhaustion of every appellate remedy.

Against this background, the article addresses three questions. First, how should the horizontal separation principle be applied when HGB over HPL expires under the current regulatory framework? Second, what can legitimately be drawn from the Sultan Hotel dispute and its 2025–2026 enforcement process for the status of buildings after HGB expiry? Third, what contractual and regulatory reconstruction is needed to reduce future disputes while balancing state-asset protection and private investment certainty? The contribution of this study lies in separating the legal consequence for land from the legal consequence for buildings and then locating the principal reform need in the structure of the land utilization agreement rather than in a presumed total absence of norms.

Method

This study uses normative or doctrinal legal research. Its object is the legal framework governing HGB over HPL, the consequences of HGB expiry, the horizontal separation principle, and the contractual relationship between the HPL holder and the HGB holder. The study does not use respondents, surveys, interviews, or statistical testing. Public reports concerning the June 2026 execution are used only to corroborate procedural chronology and do not convert the research into an empirical study.

Three approaches are employed. The statutory approach examines the 1945 Constitution, Law No. 5 of 1960, Government Regulation No. 18 of 2021, Ministerial Regulation ATR/BPN No. 18 of 2021, and rules relevant to State Property management. The conceptual approach examines horizontal separation, the legal character of HPL,

legal certainty, contractual allocation of end-of-term risks, and the distinction between land control and building ownership. The case approach analyzes the legal position and operative consequences of the Sultan Hotel litigation, particularly Central Jakarta District Court Decision No. 208/Pdt.G/2025/PN Jkt.Pst, Execution Order No. 1/Pdt.Eks/2026/PN Jkt.Pst, and earlier decisions relevant to the legal status of HPL No. 1/Gelora.

Primary legal materials consist of legislation, implementing regulations, and court decisions. Secondary legal materials comprise academic books and verified journal articles on HGB, HPL, horizontal separation, land registration, legal certainty, and the Sultan Hotel dispute. Legal materials were collected through document study and checked against official legal repositories or journal metadata where available. Analysis proceeds through grammatical and systematic interpretation, followed by contextual and teleological reading of the regulatory scheme. The case materials are then compared with the positive-law framework, and prescriptive legal reasoning is used to formulate minimum contractual standards that could reduce uncertainty in future HGB-over-HPL relationships.

Results and Discussion

Legal Consequences of HGB Expiry over HPL

The starting point is the distinction between expiry of the land right and ownership or control of the building. Under Article 46 of Government Regulation No. 18 of 2021, HGB may end because its stipulated term expires, because of cancellation, because the underlying land utilization agreement ends, or for other statutory reasons. When HGB over HPL is extinguished, Article 47(3) provides that the land returns to the control of the HPL holder (Republic of Indonesia, 2021a). This consequence concerns the land. It does not, without further analysis, answer every question about buildings or other assets.

The building question is addressed more specifically by Article 109 of Ministerial Regulation ATR/BPN No. 18 of 2021. If HGB is not granted again, Article 109(2)(b) states that buildings, objects, and plants situated on HGB over HPL are dealt with in accordance with the land utilization agreement with the HPL holder (Republic of Indonesia, 2021b). This wording is important. It does not create a universal rule that every former HGB holder must demolish the building, nor does it automatically transfer every building to the HPL holder without compensation. The legal consequence depends on the governing agreement, subject to mandatory law.

Horizontal separation remains relevant because it prevents an assumption that control of the land automatically resolves ownership of all structures. Nevertheless, the

principle has limits. A building cannot be used to perpetuate occupation of land when the legal basis for land use has ended. The principle separates legal objects; it does not generate a perpetual spatial entitlement. This is consistent with scholarship showing that horizontal separation must be applied together with the underlying land relationship, registration status, contractual basis, and the rights of the land-control holder rather than as an isolated ownership formula (Andari, 2020; Dwiyatmi, 2020; Ganindra & Kurniawan, 2017; Tista, 2022; Widiowati & Rahadiyan, 2021).

The relevant regulatory map can therefore be summarized in three steps. First, determine whether the HGB has legally ended. Second, identify the consequence for the land under Government Regulation No. 18 of 2021. Third, examine the land utilization agreement to establish what must happen to the building, facilities, and other attached assets. Only after these steps should questions of valuation, compensation, demolition, or transfer be addressed.

Issue	Governing Norm	Editorial Legal Reading
Expiry of HGB	Government Regulation No. 18 of 2021, Article 46	The HGB ends when its term expires or on other statutory grounds.
Status of land	Government Regulation No. 18 of 2021, Article 47(3)	Land under an expired HGB over HPL returns to the control of the HPL holder.
Status of buildings/objects	Ministerial Regulation ATR/BPN No. 18 of 2021, Article 109(2)(b)	The consequence follows the land utilization agreement; no universal automatic-transfer or demolition rule is created for HGB over HPL.
State-asset treatment	Ministerial Regulation ATR/BPN No. 18 of 2021, Article 109(3) and BMN rules	If the buildings or objects qualify as BMN/BMD, subsequent administration follows State Property rules.

Table 1. Regulatory consequences of HGB expiry over HPL

The Land Utilization Agreement and the Real Source of Uncertainty

The current framework therefore contains a norm, but the norm delegates much of the building question to contract. This produces a different type of uncertainty. A land utilization agreement may have been drafted decades before the present regulatory framework, may use general handover clauses, or may not distinguish between the expiry of the land right and the economic value of a privately financed building. If an agreement is silent or ambiguous, the parties are likely to reconstruct their rights through general contract law, agrarian rules, administrative instruments, and litigation.

The problem is particularly acute where the HPL holder is a government institution and the contemplated handover may affect the BMN regime. Article 109(3) of Ministerial Regulation ATR/BPN No. 18 of 2021 does not say that every building becomes BMN merely because the HGB expires. It states that where the relevant buildings or objects constitute BMN/BMD, their handling follows the applicable asset-management rules. Accordingly, entry into the BMN register should be based on the legal basis for transfer, the relevant asset-administration process, and the terms governing handover, rather than on expiry alone.

This also changes the way compensation should be discussed. Horizontal separation does not create an automatic statutory right to compensation whenever a building is handed over after HGB expiry. Conversely, the absence of an express compensation provision in Article 109 should not be read as a general statutory prohibition on compensation. The existence, basis, amount, and method of compensation depend on the land utilization agreement and applicable public-asset and budget rules. Where compensation is contractually contemplated, independent valuation and an auditable payment basis become essential to protect both public finances and the private party.

The literature supports a stronger contractual focus. Studies of HGB over HPL emphasize consent, the duration of rights, renewal procedures, certificate clarity, and legal protection when the contractual relationship ends (Alviola & Silviana, 2023; Devita, 2021; Ibnu Sani & Suartini, 2024; Kamilah et al., 2024; Kirnasari et al., 2021; Santoso, 2013; Suardika et al., 2024; Suhail et al., 2023). More general work on land registration and legal certainty likewise shows that documentary clarity and predictable procedures are central to preventing disputes, not merely to resolving them after they arise (Apriani & Bur, 2020; Widiyono & Khan, 2023).

The Sultan Hotel Dispute: From HGB Expiry to Execution

The Sultan Hotel dispute should be read with care because the legal history is layered. HGB No. 26/Gelora and HGB No. 27/Gelora originated in the 1970s, while HPL No. 1/Gelora over the wider Senayan/GBK area was issued later. The relationship between those rights, the legality and conditions of later HGB extensions, and the effect of the HPL have been the subject of repeated proceedings and conflicting legal narratives. Supreme Court Decision No. 276 PK/Pdt/2011 is relevant to the continuing legal recognition of HPL No. 1/Gelora, while recent scholarship has separately examined the validity of PT Indobuildco's HGB position and the limits of horizontal separation in the dispute (Arsawan & Probondaru, 2026; Supreme Court of the Republic of Indonesia, 2011; Wicaksono & Sujadi, 2026).

For the present article, the decisive point is that the relevant HGB periods were treated as having expired in 2023 and were not renewed. Once the dispute entered that post-expiry phase, the legal argument could no longer be reduced to who had originally financed or constructed the hotel. The core questions became whether PT Indobuildco retained a lawful basis to occupy the land and what the applicable legal instruments required for the land and buildings after the HGB ended.

Central Jakarta District Court Decision No. 208/Pdt.G/2025/PN Jkt.Pst was registered on 9 April 2025 and decided on 28 November 2025. The formal case record identifies PT Indobuildco as the plaintiff against the Minister of State Secretariat, PPKGBK, the Minister of Agrarian Affairs and Spatial Planning/National Land Agency, the Minister of Finance, and the Central Jakarta Land Office. The judgment's operative order in reconvention required PT Indobuildco to vacate and return the former HGB No. 26/Gelora and HGB No. 27/Gelora land, together with the buildings and attached objects, to the relevant government parties. It also declared the judgment executable in advance (*uitvoerbaar bij voorraad*), notwithstanding legal remedies (Central Jakarta District Court, 2025).

That procedural qualification matters. The legal significance of the June 2026 enforcement does not depend on describing the first-instance judgment as final in every procedural sense. The execution was carried out pursuant to the immediately enforceable order and Execution Order No. 1/Pdt.Eks/2026/PN Jkt.Pst dated 30 April 2026. Physical execution commenced on 18 June 2026, and court reporting indicated that the clearing and removal process would continue beyond the first day (Central Jakarta District Court, 2026; Dandapala, 2026). The manuscript therefore avoids equating the fact of execution with proof that every possible appellate process had necessarily been exhausted.

The case demonstrates a practical limit of horizontal separation but should not be turned into a universal rule that all buildings on expired HGB over HPL automatically become State Property. The court's order operated within a specific litigation history and a specific set of claims, rights, and contractual relations. Its broader lesson is narrower: once the HGB ends, continued control of the building cannot be separated from the legal basis for continued use of the land, and clear end-of-term provisions in the land utilization agreement become crucial.

Date/Period	Verified Development	Legal Significance for This Article
1970s	HGB No. 26/Gelora and HGB No. 27/Gelora originated in the early development of the hotel area.	Historical basis of PT Indobuildco's land-use position.
1989 onward	HPL No. 1/Gelora covered the broader GBK/Senayan area; its validity became part of later litigation.	Frames the HGB-HPL relationship and public-asset interest.
2023	The relevant HGB periods were treated as expired and were not renewed.	Moves the dispute from extension/validity questions to post-expiry consequences.
28 Nov. 2025	PN Central Jakarta Decision No. 208/Pdt.G/2025/PN Jkt.Pst.	In reconvention, ordered vacation and return of former HGB land together with buildings; declared immediately enforceable.
30 Apr. 2026	Execution Order No. 1/Pdt.Eks/2026/PN Jkt.Pst.	Procedural basis for real execution.
18 Jun. 2026	Physical execution commenced at the former Sultan Hotel premises.	Shows real-world enforcement of the post-expiry land/building relationship.

Table 2. Sultan Hotel dispute: chronology relevant to post-HGB legal consequences

Reconstructing the Land Utilization Agreement

The appropriate reform is not to displace the horizontal separation principle or to create an automatic compensation rule. It is to standardize the minimum matters that must be addressed before an HGB over HPL is granted, extended, or renewed. Ministerial Regulation ATR/BPN No. 18 of 2021 already makes the land utilization agreement central to the post-expiry building question. A regulatory model that specifies minimum contractual content would make that delegation more predictable without eliminating party autonomy.

At minimum, the agreement should identify the duration of land use and HGB, the procedure and timetable for requesting extension or renewal, the HPL holder's approval process, the legal status of existing and newly constructed buildings, and the obligations that arise if the HGB is not extended. It should expressly distinguish demolition from handover. The party responsible for demolition, restoration of the land, removal of movable assets, utilities, taxes, maintenance, insurance, and employee or tenant transition should be stated before the investment begins.

The agreement should also contain a valuation clause. Where the parties agree that the HPL holder will receive the building and compensation is contractually due, the valuation method should be transparent and auditable. A certified independent valuer can be designated, together with the relevant valuation date, depreciation method, residual economic value, treatment of improvements, and the mechanism for challenging an appraisal. The presence of a valuation mechanism does not mean compensation is always payable; it ensures that, where compensation is legally and contractually applicable, the amount is not improvised after a dispute has arisen.

For HPL held by a state institution, the agreement should coordinate the end-of-term process with State Property rules. Law No. 1 of 2004 and the government regulations on BMN/BMD management require accountable administration of state assets. Accordingly, the agreement should identify the legal basis for any eventual asset transfer, the documentation needed for BMN recognition, the party responsible for appraisal and inventory, and the budgetary mechanism where a lawful compensation obligation exists (Republic of Indonesia, 2004, 2014, 2020). This approach avoids the two opposite errors of assuming that a private building automatically becomes BMN or assuming that the State can make an unstructured payment merely because the building has economic value.

Dispute-resolution design deserves equal attention. Land utilization agreements should establish a sequence for negotiation, expert determination for valuation disputes, mediation where appropriate, and the competent judicial forum for rights or administrative disputes. The Sultan Hotel conflict demonstrates the cost of allowing historical land, administrative, contractual, and civil questions to accumulate into a single long-running dispute. Clear dispute clauses cannot prevent every conflict, but they can reduce uncertainty over process and preserve documentary evidence when an HGB approaches expiry.

These proposals are consistent with a broader trend in Indonesian land-law scholarship toward clearer synchronization between national land rules, HPL administration, third-party rights, and investment certainty (Aksnudin, 2023; Putri & Setyadji, 2024; Sitorus, 2016; Widiyono & Khan, 2023). They should, however, be understood as a proposal for future regulatory design (*ius constituendum*). Current law makes the agreement decisive; it does not yet impose all of the minimum clauses recommended here.

Legal Implications for HPL Holders and Private Investors

For HPL holders, the principal implication is that the right to recover control of the land after HGB expiry should be separated from the question of building value. An HPL holder should not be required to tolerate continued occupation merely because a building remains valuable, but it should also administer any agreed building transfer in accordance with the governing agreement and public-asset law. This distinction protects the public-law function of HPL while avoiding a property-law shortcut that treats the land and building as automatically identical objects.

For private investors, legal certainty begins before construction. Investment decisions on HPL land should be based not only on the HGB certificate but also on the land utilization agreement, the HPL holder's authority, the duration and renewal mechanism, and the end-of-term building provisions. A certificate that does not clearly communicate the underlying HPL relationship or an agreement that does not address expiration creates avoidable risk (Ibnu Sani & Suartini, 2024; Kirnasari et al., 2021).

For land administration, the Sultan Hotel dispute reinforces the need for consistent documentation across certificates, land books, HPL records, agreements, and asset records. The value of the case for future disputes lies less in presenting one party's historical narrative as universally correct and more in showing how expensive legal uncertainty becomes when land status, contractual obligations, and asset transition are not documented in an integrated way.

Conclusion

The legal status of buildings after HGB over HPL expires is not governed by a complete normative vacuum. The land consequence and the building consequence are regulated through different legal mechanisms. Government Regulation No. 18 of 2021 provides that land subject to an expired HGB over HPL returns to the control of the HPL holder. Ministerial Regulation ATR/BPN No. 18 of 2021, Article 109(2)(b), provides that the buildings, attached objects, and plants are dealt with in accordance with the land utilization agreement. Horizontal separation therefore remains relevant to the distinction between land and buildings, but it does not create a perpetual right to occupy HPL land after the HGB has ended.

The Sultan Hotel dispute illustrates the practical operation of that boundary. In Decision No. 208/Pdt.G/2025/PN Jkt.Pst, the Central Jakarta District Court, through its reconventional order, required PT Indobuildco to vacate and return the former HGB land together with the buildings and attached objects, and declared the judgment immediately enforceable. Execution was then pursued under Execution Order No. 1/Pdt.Eks/2026/PN Jkt.Pst and commenced physically on 18 June 2026. The case should be read as a fact-specific enforcement of the post-expiry relationship rather than as a universal statutory rule that every building on expired HGB automatically becomes BMN without regard to the agreement.

The most important reform concerns the land utilization agreement. Future regulation should require minimum clauses on expiry notification, extension or renewal procedures, demolition or handover, building valuation, the conditions under which compensation is payable, asset inventory and BMN/BMD transition, and dispute resolution. Independent appraisal should be mandatory where an agreement creates a compensation obligation, but compensation itself should not be treated as an automatic entitlement unless it is supported by the agreement or another applicable legal basis. This model offers a more balanced route to protect state assets while preserving predictable conditions for private investment.

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