

VALIDITY OF LAND RENTAL AGREEMENTS BETWEEN FOREIGN CITIZENS AND INDONESIAN CITIZENS WITH A TERM OF OVER 80 YEARS IN SUPREME COURT DECISION NUMBER 2785 K/PDT/2011

Shania Lorusso, Lego Karjoko, Rachma Indriyani

Master of Notary Study Program, Faculty of Law, Universitas Sebelas Maret

lorussoshania@student.uns.ac.id, legokarjoko@staff.uns.ac.id, rachmaindriyani@staff.uns.ac.id

Received : 25 September 2025

Revised : 01 December 2025

Accepted : 20 December 2025

Published : 31 January 2026

DOI : <https://doi.org/10.59733/jishup.v4i1.176>

Publish Link : <https://jishup.org/index.php/ojs>

Abstract

This study examines the validity of land lease agreements with very long terms, even exceeding 80 years, between foreign nationals and Indonesian citizens as reflected in Supreme Court Decision Number 2785 K/Pdt/2011. The analysis focuses on how the principles of freedom of contract, the principle of justice, and the principle of legal certainty are applied when the structure of the lease clause substantively shifts the nature of the lease into long-term land ownership that resembles a disguised transfer of ownership rights. The study uses a normative juridical method with a statutory regulatory approach and a conceptual approach to the Civil Code, the Basic Agrarian Law, and the doctrine of contract law, which are then linked to the legal considerations of the Supreme Court in the case. The results of the study indicate that unreasonable lease terms, disproportionate rental prices, and unequal bargaining positions give rise to violations of the social function of land and the limits of legal propriety, while also emphasizing the importance of the role of notaries in preventing the emergence of exploitative contract clauses.

Keywords: *legal justice, legal certainty and land rental agreement*

A. INTRODUCTION

A lease agreement is one of the most common forms of agreement used in everyday life, both in the personal and business spheres. The primary function of this agreement is to regulate the rights and obligations between the lessor and the lessee in the use of a leased object, such as a residence, business space, or other property.¹ Under civil law, this agreement is consensual, meaning its validity is based on the agreement of both parties without the need for certain formalities, unless otherwise specified by applicable regulations. The existence of a lease agreement provides legal certainty for the parties involved, especially in avoiding potential disputes due to differences in understanding of each other's rights and obligations.² Drafting a written lease agreement with clear provisions regarding the term, rental price, maintenance obligations, and dispute resolution mechanisms can better protect the rights of the parties. Denpasar City, as one of Indonesia's economic, tourism, and cultural centers, plays a strategic role in supporting various aspects of community life. The housing sector utilizes lease agreements as a solution for those seeking temporary housing, both local residents and immigrants seeking work or education. The commercial sector utilizes these agreements as a crucial instrument in providing business space for businesses, including rapidly growing micro, small, and medium enterprises (MSMEs).³ The high demand for rental properties makes regulations related to leases crucial to ensuring a balance between the interests of tenants and property owners. Local governments and legal institutions play a role in ensuring that lease agreements are conducted fairly, transparently, and in

¹ Zidna Aufima, 'The Role of PPAT as a User of Electronically Integrated Mortgage Rights Services', *Journal of Judicial Review*, 22.2 (2020), p. 259, doi:10.37253/jjr.v22i2.1224.

² Freny Zulvyanita and Widhi Handoko, 'Efforts to Settlement Land Inheritance Distribution According to Customary Law Before a Notary', *Notarius*, 16.2 (2023), pp. 686–700, doi:10.14710/nts.v16i2.42380.

³ Ni Made Marita and Ketut Alit Saurdana, 'The Effect of Regional Taxes on Regional Original Income in Denpasar City', *E-Journal of Accounting, Udayana University*, 14.1 (2019), pp. 53–65.

accordance with applicable laws. A clear legal system and adequate legal protection create lease agreements that provide optimal benefits for all parties involved, support economic growth, and maintain social stability amidst urban development.⁴ However, despite their strategic role, lease agreements often face various legal challenges in their implementation. Some of the issues that frequently arise are unclear clauses in the agreement, an imbalance of rights and obligations between the tenant and the landlord, and violations of the agreement's contents that can result in injustice for one of the parties. This poses a major challenge in realizing justice and legal certainty, as mandated by Article 1338 of the Civil Code (KUHPerdata), which reads:

"All legally made agreements are valid as law for those who make them. Agreements cannot be revoked except by agreement of both parties or for reasons stated by law as sufficient for that. Agreements must be carried out in good faith." Article 1338 of the Indonesian Criminal Code affirms the principle of freedom of contract, which states that parties are free to determine the content of their agreement as long as it does not conflict with law, propriety, or custom. However, this principle is often misunderstood and becomes the basis for an imbalance of power between the parties to an agreement. For example, a property owner with a stronger position may draft an agreement with unequal clauses, disadvantageous to a less powerful tenant.

The legal knowledge gap between parties in a lease agreement is a major factor exacerbating the problem. Many tenants and property owners do not fully understand their rights and obligations under the written agreement, both in terms of legal provisions and the consequences of violations. This lack of understanding can lead to one party feeling disadvantaged, particularly in disputes over payment, property conditions, or lease extensions. Tenants who lack understanding of their rights are vulnerable to unfair treatment, such as unilateral eviction or unreasonable rate increases.⁵ Property owners who lack understanding of their obligations can suffer losses due to irresponsible tenants, such as damage to assets or uncollectible outstanding payments. The lack of legal provisions further complicates this situation. The absence of specific regulations protecting parties in rental agreements often results in dispute resolution requiring legal action, which is time-consuming and expensive. Many cases end up in court due to unclear agreements and a lack of legal understanding. Both tenants and property owners ultimately rely on judges' decisions, which can potentially be detrimental to one party. Legal education for the public is a crucial step to ensure each party understands and better exercises their rights and obligations. The government has a role to play in developing more specific regulations to create legal certainty and reduce the potential for conflict in rental practices.

The lack of standards or guidelines in drafting lease agreements is one of the root causes of frequent problems. Article 1320 of the Civil Code regulates the requirements for a valid agreement, namely agreement between the parties, capacity to enter into a contract, a specific matter, and a lawful cause. Many lease agreements focus solely on fulfilling these formal requirements without considering the balance of rights and obligations of both parties. This imbalance results in agreements that are legally considered valid but have the potential to cause injustice in their implementation. The absence of standard standards opens up opportunities for more dominant parties to draft agreements that are more advantageous to themselves without regard to the principle of justice as mandated in Article 1338 of the Civil Code concerning freedom of contract, which must still meet the limits of propriety and public order.

Ambiguity in the formulation of an agreement increases the risk of future disputes, especially when changing conditions require adjustments. Article 1339 of the Civil Code states that an agreement is not only binding on matters expressly stated but also on matters that are appropriately required by custom. Many rental agreements fail to accommodate this principle, making it difficult to provide adequate legal protection for both parties. Drafting a more comprehensive agreement, in line with the principles of justice and applicable legal regulations, is an urgent need to create legal certainty and reduce the potential for conflict in rental practices. Denpasar, as one of Indonesia's leading tourism destinations, has unique characteristics in its rental practices. The growth of the tourism sector and urbanization have driven high demand for residential and commercial properties. Imbalances between landlords and tenants often arise from a lack of understanding of the legal aspects of agreed contracts. This lack of understanding has the potential to trigger disputes that are detrimental to one party in the implementation of the agreement. The influence of local Balinese culture, with its strong traditional values, also shapes the mechanics of rental agreements. Many agreements are made verbally without

⁴ Fuad Brylian Yanri, 'Notary's Responsibility for Authentic Deeds Indicating Criminal Acts', *Law and Justice*, 6.2 (2019), pp. 68–87.

⁵ Redika Rahma Ayunisa, M Galang Asmara, and Aris Munandar, 'Implementation of Guidance and Supervision Functions for Land Deed Making Officials by the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency', *Jurnal Risalah Kenotariatan*, 4.1 (2023), pp. 271–93.

clear written documentation, relying on trust and customary norms as a basis. The lack of proper recording of agreements complicates the dispute resolution process when disputes arise, as they lack a strong legal basis under applicable regulations. Land leases with terms of 80 years or more raise serious legal issues because there are no standard guidelines governing the maximum lease period. The absence of clear regulations has led to many agreements being made without considering the balance of rights and obligations of the parties. Agreements with excessively long lease terms often create legal imbalances because they substantially resemble a transfer of ownership rights, not simply a grant of the right to enjoy the land. This condition is contrary to Article 1338 paragraph (3) of the Civil Code, which requires every agreement to comply with propriety and public order, and is inconsistent with Article 6 of the 1960 UUPA, which emphasizes that every land right has a social function.

According to Subekti, “a lease agreement is an agreement in which one party binds itself to provide enjoyment of an item to another party for a certain period of time in exchange for payment of a price agreed to by that party.”⁶ Subekti emphasized that the element of a certain time is an essential boundary that distinguishes between lease rights and ownership rights. A period exceeding a rational limit, such as 80 to 100 years, causes the agreement to lose its characteristics as a lease and turns into a form of land ownership that resembles a disguised transfer of ownership rights.⁷ Leases of more than 80 years are contrary to the principle of legal certainty as stipulated in Article 1338 paragraph (3) of the Civil Code, because they provide an unequal legal position between the tenant and the landowner and have the potential to cause violations of the social function of land as regulated by national agrarian law.

The practice of long-term land leases in Indonesia often gives rise to legal issues when the contract grants disproportionate control to the lessee, particularly if one of the parties is a foreign national. This situation was evident in the dispute that was subsequently examined in Supreme Court Decision Number 2785 K/Pdt/2011. The dispute involved Ida Ayu Putu Eka Kartika, an Indonesian citizen who owned land in Pejeng Village, Gianyar, and Renehan Michael John, an Australian citizen who acted as the lessee. The agreement, dated January 5, 2005, signed by both parties, contained a clause that granted the lessee the right to control for life, with an automatic extension for twenty years after the lessee's death. This clause structure created a legal relationship that went far beyond the basic tenancy and placed the landowner at a disadvantage.

The terms of the agreement demonstrate a substantial imbalance that is inconsistent with the principles of justice and fairness in civil law. Clauses providing for an indefinite lease term and the right to extend the lease upon the tenant's death have the potential to result in a disguised transfer of land by a foreign party. This pattern raises concerns about legal smuggling, particularly in Bali, which is vulnerable to the practice of foreigners acquiring land through private contracts. The national legal framework governing land use and utilization requires strict restrictions on long-term ownership, so clauses that resemble indirect transfers of rights are a key criticism of the ruling.

The trial evidence made it clear that the problem lay not only in the substance of the agreement, but also in its implementation. The Australian tenant failed to fulfill his obligation to pay the annual rent of USD 1,000 and failed to fulfill his commitment to obtain and submit a building permit (IMB) for the building he had constructed on the disputed land. This situation emphasized the unfairness of the first contract, especially when compared with the second agreement dated October 1, 2005, which stipulated a ten-year lease period and was considered more proportional. The court's decision subsequently upheld the second agreement and annulled the first, which was deemed flawed in terms of propriety and implementation.

The judge's reasoning in this case demonstrates a strong affinity with the ideas of Indonesian civil law experts regarding the limits of freedom of contract. Mariam Darus Badruzaman's reasoning, which emphasizes that contracts must be subject to propriety and public order, appears to align with the court's interpretation of long-term lease agreements. Contracts that grant the lessee almost unlimited control are understood not only as a violation of the parties' equality but also as a violation of the sense of justice that should underlie private relationships.⁸ This view explains that contract law never stands alone but always moves within a value landscape that emphasizes the need for balance. J. Satrio's theoretical reflection on nullity provides an additional dimension in understanding the reasons for contract cancellation in this case. The concept that an agreement can be deemed invalid if its substance contradicts fundamental legal norms appears relevant to the structure of the lease clause stipulated in the agreement. The land ownership granted to a foreign tenant for a

⁶Subekti, *Law of Contracts*, (Jakarta: Intermasa, 1996), p. 43.

⁷ *Ibid*, p. 59.

⁸Mariam Darus Badruzaman, *Principles of Civil Law*, (Bandung: Alumni, 2001), pp. 120-121.

near-permanent period creates a legal relationship that no longer reflects the basic nature of the lease. This perspective reinforces the understanding that deviations from fundamental values cannot be defended solely on the basis of agreement.⁹ The principle of the social function of land, as affirmed by Article 6 of the UUPA, provides a broader perspective for court considerations. Long-term land ownership by foreign parties has social impacts that concern not only individual interests but also the broader interests of society. The courts carefully consider this, particularly in Bali, which is highly sensitive to land ownership practices through long-term contract schemes. This sensitivity provides the basis for viewing contracts not merely as economic instruments but as part of the community's living space governance system. These dynamics demonstrate the need to re-establish standards of fairness and proportionality in land lease contracts, particularly when foreign nationals are involved. Supreme Court Decision No. 2785 K/Pdt/2011 demonstrates that a formally valid contract can still lose legitimacy when its substance violates the boundaries maintained by the legal system.

B. RESEARCH METHODS

This study uses a normative legal approach that aims to examine the principles of justice and legal certainty in the regulation and practice of land lease agreements in Denpasar. The analysis is conducted through a statutory regulatory approach and a conceptual approach as a basis for examining the norms contained in the Civil Code, the Basic Agrarian Law, and the general principles of contract law that regulate the civil relations of the parties. The primary legal material used focuses on Supreme Court Decision Number 2785 K/Pdt/2011 as a relevant precedent to examine the construction of judicial considerations in land lease disputes, while secondary and tertiary legal materials in the form of legal literature, scholarly opinions, and other supporting materials are used to strengthen the conceptual analysis. All data are collected through a literature study and analyzed descriptively and qualitatively to interpret the norms, map their application, and assess their coherence with the principles of justice and legal certainty in the practice of land lease agreements.

C. RESULTS AND DISCUSSION

1. Land Lease Agreement Regulation from the Perspective of Justice and Legal Certainty

The legal construction of land lease agreements in Indonesian civil law is based on the contract system in Book III of the Civil Code. Article 1320 of the Civil Code outlines four requirements for a valid agreement: agreement between the parties, capacity, a specific object, and a lawful cause. These four elements are not merely formalities, but rather normative filters to ensure that each contract arises from free will, concerns a clear object, and has a purpose that does not conflict with law, morality, and public order. Article 1548 of the Civil Code defines a lease as an agreement in which one party binds itself to provide enjoyment of an item to another party for a specified period of time in exchange for payment of a price. This formulation places the element of "a specific period" as an essential characteristic of a lease, so that a lease relationship cannot be understood without a concrete and measurable temporal boundary.

The lessor's obligation to protect the lessee's rights is detailed in Article 1550 of the Civil Code, which, among other things, requires the lessor to guarantee the peaceful enjoyment of the leased property throughout the lease term. This norm establishes the principle that the lessee has the right to enjoy the leased object without interference from the lessor or third parties acting on or through the lessor. The position of the agreement as a source of certainty of rights is emphasized in Article 1338 paragraph (1) of the Civil Code, which states that all legally made agreements apply as law for the parties. The moral dimension of the obligation is reflected in Article 1338 paragraph (3), which requires the implementation of the agreement in good faith. The combination of contractual certainty and the obligation to maintain good faith gives rise to the principle of *pacta sunt servanda*, which binds the parties to be consistent with the contents of the agreement and not to unilaterally change the structure of rights or obligations. An analysis of Supreme Court Decision No. 2785 K/Pdt/2011 shows how these norms are tested when a land lease agreement contains a highly biased clause. The dispute arose from the legal relationship between Ida Ayu Putu Eka Kartika, the landowner, and Renehan Michael John, the lessee of a portion of land with Freehold Title No. 1414/Pejeng Village in Gianyar Regency, Bali. The lease agreement, dated January 5, 2005, drafted in English, stipulated that the lease would be for the tenant's lifetime, with a clause structure detailing an initial 15-year lease followed by automatic 20-year extensions for each subsequent period until the tenant's death; and even the possibility of transferring the lease to a

⁹J. Satrio, *Contract Law: Agreements*, (Bandung: Citra Aditya Bakti, 1999), pp. 46-47.

party designated by the tenant for an additional 20-year term. The lease price was set at Rp10,000,000.00 for life according to Article 2 of the contract, while Article 8 interpreted "lifetime" as a combination of a 15-year lease plus automatic twenty-year extensions without the obligation of repayment equivalent to the economic value of the land. The construction of this clause results in a legal relationship that departs from the concept of rent as formulated in Article 1548 of the Civil Code. In practice, the land ownership granted to the tenant is very long-term, potentially exceeding eighty years, and economically approaches the position of a quasi-owner. The landowner loses the opportunity to renegotiate the rental value, lacks the certainty of repossessing the land within a reasonable timeframe, and lacks protection against changes in socio-economic circumstances. The Supreme Court noted a sharp imbalance between the rights of the tenant and the owner, including the very low rental price compared to the duration of the land ownership. This clause structure is considered not to reflect the equality of the parties and is a manifestation of the tenant's economic dominance over the landowner.

The principle of contractual justice demands a proper balance between the benefits obtained and the burdens borne by the parties. The doctrine of corrective justice, rooted in Aristotelian thought, views contracts as a means of proportionally distributing risks and benefits. A situation where a tenant obtains the right to enjoy land for a nearly unlimited period, with very little economic compensation and no review mechanism, gives rise to a situation that is normatively categorized as an exploitative contract. The Supreme Court viewed the lifetime clause with automatic renewal as an inappropriate form of regulation, leaving ample scope for the application of Article 1337 of the Civil Code. Article 1337 states that a cause is invalid if it conflicts with law, morality, or public order. The configuration of the very long-term lease clause in this case is considered to be in conflict with public order in the agrarian sector because it violates the principle of limiting land ownership and denies the owner's access to their own land in the long term.

The dimension of legal certainty emerged in the cassation ruling when the Court reassessed how the first instance and appellate courts interpreted the lease agreement. The Gianyar District Court and the Denpasar High Court, in one part of their considerations, tended to view the initial lifetime lease agreement as part of the parties' free will. The cassation analysis observed that the existence of a second agreement dated October 1, 2005, with a ten-year term and an annual rental price of USD 1,000.00, actually indicated a correction to the initial contract, which was very detrimental to the landowner. The landowner's efforts to switch to a more proportional rental scheme were understood as a form of contractual improvement. When the obligations of rent payments and the issuance of a building permit were not met, the Court interpreted the situation as a breach of contract on the part of the tenant, confirming that the legal relationship that should be maintained is a more balanced contract, not a lifetime contract rife with inequality.

The overall analysis demonstrates the strong influence of the principles of justice and legal certainty in the judicial assessment of long-term land lease agreements. The formal interpretation of the principle of freedom of contract is no longer tenable when the clause structure results in land control that substantively approaches the transfer of ownership, while the owner does not receive adequate protection. The Supreme Court, through this case, emphasized that the concept of an agreement as law for the parties is not absolute; contractual legal certainty remains subject to the limits of propriety, the social function of the land, and the balance of interests that are the core of justice in the Indonesian civil law system.

2. Conformity of Land Lease Agreement for More than 80 Years with Legal Compliance Principles

The national agrarian framework, based on Law Number 5 of 1960 concerning Basic Agrarian Regulations, positions land as a resource controlled by the state for the greatest prosperity of the people. Article 2 of the UUPA states that the state has the authority to regulate the allocation, use, and maintenance of land, while Article 6 of the UUPA emphasizes that every land right has a social function. This social function requires that every form of land ownership be subject to the principle of social justice and may not be exploited excessively for individual interests. The regulation of Building Use Rights in Articles 35 and 45 of the UUPA, which limits the term of HGB to a maximum of thirty years and can be extended for a maximum of twenty years, reflects the basic policy that even long-term land ownership requires clear and rational temporal boundaries.

The construction of a lifetime lease term and automatic twenty-year extensions, reflected in the January 5, 2005, agreement, creates the potential for de facto land tenure that exceeds the general pattern

stipulated in the Basic Agrarian Law. Simple calculations show that an initial fifteen-year contract with automatic twenty-year extensions until the tenant's death could easily exceed eighty years, especially if the tenant is still of productive age when the agreement is signed. This combination creates a tenure relationship that, on the other hand, is only paid for with a single payment of Rp10,000,000.00 at the outset of the contract. Such a scheme not only deviates from customary land lease practices in Indonesia but also raises questions about its compliance with the principle of compliance with the national agrarian law system.

An academic interpretation of Supreme Court Decision Number 2785 K/Pdt/2011 indicates that the Court considers unreasonable timeframes and highly unequal pricing structures to be inconsistent with the principle of legal propriety. The principle of propriety is reflected in Article 1339 of the Civil Code, which states that binding agreements are not limited to those expressly stated, but also to anything that, by its nature, is required by justice, custom, and law. Land leases that substantially deny the owner the opportunity to re-enjoy their land within an intergenerational horizon clearly do not meet the standards of justice and reasonable custom. Article 1337 of the Civil Code provides a normative basis for declaring an agreement invalid if it conflicts with public order. Public order in the agrarian sector is related to the equitable distribution and control of land, so a contract pattern that monopolizes control for two or three generations should be considered a disruption to that order.

The correlation between excessive lease terms and the potential for agrarian law abuse is apparent when leases are positioned as an instrument to circumvent the term limits of Building Use Rights (Hak Guna Bangunan). The use of very long-term leases results in the granting of land enjoyment rights that are, in fact, not significantly different from the long-term land rights regulated by the Basic Agrarian Law, but without the same oversight and control regime. This construction positions leases as a "backdoor" for parties seeking to control land without being subject to the term limits imposed on agrarian rights. The judicial reading of the lifetime contract model in case 2785 K/Pdt/2011 serves as a signal that such legal manipulation is intolerable from a national legal compliance perspective.

Hans Kelsen's concept of legal compliance, through purely normative theory, provides an analytical framework for interpreting this decision. The validity of a legal act can only be maintained as long as it aligns with higher norms in the normative hierarchy. A very long-term lease contract that substantially contradicts the principles of land's social function and the limits of ownership under the UUPA is in a problematic position. Although formally fulfilling the requirements of Article 1320 of the Civil Code, the substance of the contract is incompatible with agrarian norms, thus weakening its normative legitimacy. The shift from a valid contract to one that has lost its legitimacy demonstrates that legal compliance cannot be assessed solely through formal legality but must be measured against its coherence with the overall legal structure.

The aspect of fairness in determining the lease term also represents the principle of intergenerational justice that ensures the continuity of rights for future generations. Land control for the lifetime of the tenant with automatic extension affects the opportunities for subsequent generations of the owner to optimize land use. The principle of social justice in Article 6 of the UUPA contains the idea that land should be able to be a source of prosperity across generations, not just for one party who enjoys rental rights at a nearly static price. This intergenerational justice perspective strengthens the argument that leases of more than eighty years should be considered inconsistent with the principle of legal compliance, both from the perspective of the UUPA and from the perspective of contractual justice in the Civil Code.

3. Notary's Responsibility in Making Land Lease Deeds with Unreasonable Terms

The authority of a notary in the Indonesian legal system places him as a public official whose function is to provide legal certainty through authentic deeds. Article 15 paragraph (1) of the Notary Law states that a notary is authorized to make authentic deeds regarding all acts, agreements, and determinations that are required or desired by the parties by statutory regulations to be stated in the form of an authentic deed. Article 16 paragraph (1) letter a of the UUN emphasizes the obligation of a notary to act honestly, carefully, independently, impartially, and to protect the interests of the parties in every action of his position. The obligation to act carefully means that the notary does not only check the identity of the parties and the formal form, but also assesses whether the substance of the agreement is in accordance with positive law and the principle of propriety. The lifelong land lease agreement presented in the January 5, 2005, agreement provides a concrete illustration of the importance of a

notary's substantive oversight function. The initial 15-year lease clause, followed by an automatic 20-year extension until the tenant dies, plus the transfer of the lease to another party for another 20 years if the tenant dies within the specified period, should have drawn critical attention from the notary drafting the deed. The potentially eighty-year term structure, coupled with the very small one-time rental fee, presents a high risk of contractual imbalance and potential conflict with the principle of the social function of land. A notary who merely accommodates the tenant's wishes without explaining the long-term consequences of such a clause to the landowner could be deemed to have disregarded the principle of prudence.

The doctrine of notarial liability in the civil realm finds its normative basis in Article 1365 of the Civil Code, which states that any unlawful act that results in a loss requires the perpetrator to compensate for the loss. A notary's failure to remind the parties that the substance of an agreement has the potential to violate public order and the principle of the social function of land can be read as an unlawful act if it results in a loss for one of the parties. Article 84 of the UUJN opens up the possibility of administrative liability, including a warning, temporary suspension, or permanent suspension if a notary is proven to have violated their official obligations or code of ethics. The implementation of administrative and civil liability for notaries is an important mechanism for maintaining the quality of notarial services while preventing the issuance of deeds that legitimize exploitative contractual practices.

The role of a notary in long-term land lease agreements extends beyond the drafting of the deed, but also encompasses verification of the legality of the leased object, certainty of land rights, and legal protection for the parties. A notary's role as a "gatekeeper" for legal proceedings requires the ability to discern whether an agreement has the potential to be exploited to circumvent agrarian law restrictions. Lifetime term and automatic renewal clauses that make it difficult for landowners to regain their economic rights should prompt notaries to provide adequate legal advice, for example, by offering to limit the lease term or establish a periodic review mechanism. Without such advice, landowners are left vulnerable, particularly when one party is a foreign national with greater knowledge of contract design and negotiation techniques.

The ethical dimension of a notary's responsibility includes the obligation to maintain substantive justice in the agreements outlined in authentic deeds. Professional ethics require that notaries not serve as a vehicle for economically more powerful parties to enforce unreasonable terms. Deeds legalized by a notary carry state authority due to their status as authentic deeds, so any contractual inequalities institutionalized through these deeds ultimately influence public perceptions of the fairness of the legal system. Therefore, the notary profession cannot be considered morally neutral when dealing with very long-term lease contracts that conflict with the social function of land and the principle of legal propriety. A legal evaluation of the role of notaries in Supreme Court Decision Number 2785 K/Pdt/2011 shows that the practice of long-term land leases, which are substantively close to the transfer of ownership, requires strict and accountable professional supervision by notaries to ensure legal certainty and protection for the parties. Notaries are in a strategic position to prevent the birth of draft contracts that deviate from the limits of reasonableness by rejecting or at least correcting the substance of clauses that are inconsistent with positive law. Affirming notary responsibilities through civil, administrative, and ethical sanction mechanisms strengthens efforts to realize justice and legal certainty in long-term land lease agreements, in line with the objectives of national agrarian policy and the principle of substantive justice that is at the core of the Indonesian civil law system.

D. CLOSING

1. Conclusion

Based on the discussion description, it can be concluded that land lease agreements with very long terms of up to 80 years shift the nature of the lease into control which substantively approaches the transfer of ownership rights, thus contradicting the principles of justice, legal certainty, the social function of land in the UUPA, as well as the limits of freedom of contract in the Civil Code as seen in the Supreme Court Decision Number 2785 K/Pdt/2011 which annulled the construction of a lifetime lease and more fully recognized a reasonable, proportional and non-exploitative lease model, while emphasizing the importance of caution and responsibility of notaries in drafting land lease deeds so as not to legitimize clauses that are unequal and detrimental to land owners.

2. Suggestion

1. Lawmakers and the government need to formulate explicit regulations regarding the maximum limit for land lease terms, including when involving foreign citizens, so that the practice of long-term leases is no longer used as a means of smuggling agrarian law and remains in line with the principle of the social function of land.
2. Notaries and parties who make land lease agreements need to increase their caution through legal education, critical assessment of time periods and clauses that have the potential to cause inequality, and the preparation of more proportional written contracts so that protection for landowners and tenants is achieved in a balanced manner.

REFERENCES

- Aufima, Z. (2020). Peran PPAT selaku pengguna layanan hak tanggungan terintegrasi secara elektronik. *Journal of Judicial Review*, 22(2), 259. <https://doi.org/10.37253/jjr.v22i2.1224>
- Zulvyanita, F., & Handoko, W. (2023). Upaya penyelesaian pembagian waris tanah menurut hukum adat di hadapan notaris. *Notarius*, 16(2), 686–700. <https://doi.org/10.14710/nts.v16i2.42380>
- Marita, N. M., & Saurdana, K. A. (2019). Pengaruh pajak daerah pada pendapatan asli daerah di Kota Denpasar. *E-Jurnal Akuntansi Universitas Udayana*, 14(1), 53–65.
- Yanri, F. B. (2019). Pertanggungjawaban notaris terhadap akta autentik yang berindikasi tindak pidana. *Hukum dan Keadilan*, 6(2), 68–87.
- Ayunisa, R. R., Asmara, M. G., & Munandar, A. (2023). Pelaksanaan fungsi pembinaan dan pengawasan terhadap Pejabat Pembuat Akta Tanah oleh Kementerian Agraria dan Tata Ruang/Badan Pertanahan Nasional. *Jurnal Risalah Kenotariatan*, 4(1), 271–293.
- Subekti. (1996). *Hukum perjanjian*. Intermasa.
- Badruzaman, M. D. (2001). *Asas-asas hukum perdata*. Alumni.