

EKSISTENSI KLAUSUL “AS IS” DALAM AKTA JUAL BELI

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LAND TENURE-LAW AND LEGISLATION

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The title of this thesis is “Existence Of The Clause “*As Is*” In The Deed Sale Of Land. In this thesis research raised two issues. First, casting the “*as is*” clause in the deed sale of land does not conflict with the Burgerlijk Wetboek (BW) and the legal consequences of the casting “*as is*” clause in the deed sale of land.

This research uses the statute approach and conceptual approach. The source of legal materials used are the primary legal materials of BW and the other of regulations that are related with this thesis. And secondary legal materials is the opinion of legal scholars who set out in the literature.

From this research, has discovered two things. First, the principle of freedom of contract and the principle of consensus are the foundations to pour “*as is*” clause in the deed sale of land with the intention to exclude liability warranty seller of the buyer. “*As is*” clause is not contrary to the BW and its should be used for considering the provisions limiting the release of the seller's responsibility. Second, although the obligations of warranty in the deed sale of land has been excluded, but the seller remains liable to bear the loss suffered by the buyer due to land sold. Before buying a land, the buyer should examine the identity and history of the land that he would buy at the local land office. For the seller, the “*as is*” clause should not be use as an avoidance of the things that it was his obligation.

Key Words: “*As is*” clause; The deed sale of land ; The obligations of warranty