

Implementation of The Binding Agreement for The Sale and Purchase of Land Rights Based on a Notarial Deed in East Jakarta

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ABSTRACT

The binding sale and purchase agreement is a preliminary agreement on an agreement to purchase rights to land and or buildings which will later be made and ratified or signed before a notary. Where the parties who are bound by the agreement will fulfill the rights and obligations in accordance with what was conveyed and agreed upon in the binding sale and purchase agreement made. This study aims to find out about the implementation of the binding sale and purchase agreement of land rights based on a notarial deed in East Jakarta. This research is descriptive analytical with an empirical juridical approach, while the data is obtained through library research and field research. Furthermore, the data were analyzed qualitatively. From the results of this study, it will be known that the legal force of the PPJB deed of land rights made by a Notary in the implementation of making his AJB is very strong and is perfect evidence, because the deed is a notarial deed which is an authentic deed and legal protection for the parties. The existence of this PPJB depends on the content or content of the PPJB itself. If one of the parties defaults, it really depends on the strength of the PPJB made, that is, if it is made with a private deed, it is in accordance with the protection of the private deed, while if it is made by or before a Notary then the deed automatically becomes a notarial deed. which has the power of protection in accordance with the protection of the authentic deed.

ABSTRAK

Perjanjian Pengikatan Jual Beli adalah perjanjian pendahuluan atas kesepakatan pembelian hak atas tanah dan atau bangunan yang nantinya akan dibuat dan disahkan atau ditandatangani dihadapan Notaris. Dimana para pihak yang terikat perjanjian akan memenuhi hak dan kewajiban sesuai dengan yang disampaikan dan telah disepakati dalam perjanjian pengikatan jual beli yang dibuat. Penelitian ini bertujuan untuk mengetahui tentang Pelaksanaan Perjanjian Pengikatan Jual Beli Hak Atas Tanah Berdasarkan Akta Notaris di Jakarta Timur. Penelitian ini bersifat deskriptif analitis dengan pendekatan yuridis empiris, sedangkan data diperoleh, melalui penelitian kepustakaan dan penelitian lapangan. Selanjutnya data dianalisis secara kualitatif. Dari hasil penelitian ini nantinya dapat diketahui mengenai kekuatan hukum dari akta PPJB hak atas tanah yang dibuat oleh Notaris dalam pelaksanaan pembuatan AJB nya adalah sangat kuat dan merupakan bukti yang sempurna, karena akta tersebut adalah akta notariil yang bersifat akta autentik dan perlindungan hukum untuk para pihak dari adanya PPJB ini bergantung pada isi atau muatan dari PPJB itu sendiri. Apabila salah satu pihak melakukan wanprestasi, maka sangat bergantung kepada kekuatan dari PPJB yang dibuat, yaitu jika dibuat dengan akta di bawah tangan maka sesuai dengan perlindungan terhadap akta dibawah tangan, sedangkan apabila dibuat oleh atau di hadapan Notaris maka dengan sendirinya akta tersebut menjadi akta notariil yang memiliki kekuatan perlindungan sesuai dengan perlindungan terhadap akta autentik.

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I. INTRODUCTION

A Sale and Purchase Binding Agreement is a preliminary agreement on an agreement on the purchase of rights to land and or buildings that will later be made and ratified or signed before a Notary. Where the parties to the agreement will fulfill the rights and obligations in accordance with those submitted and have been agreed in the sale and purchase binding agreement made. One example occurs in the East Jakarta area, where there is a binding agreement for the sale and purchase of land rights made as a deed under the hand that is sufficiently known by the local sub-district or an authentic deed that has been made by a Notary in the form of a sale and purchase binding agreement deed.

Given the importance of the existence of land, it is not uncommon for land to be the subject of disputes, especially in its ownership rights. Likewise, with the development of the population that is increasing, the need for land or land increases so that the price of a land becomes high. One strategy that can be used to obtain land at this time is by buying and selling. To control the use of land or land so as not to cause disputes in the community, on September 24, 1960 a law on land was issued, known as Law No. 5 of 1960 concerning the Basic Regulations of Agrarian Principles or better known as the Basic Agrarian Law (Undang-Undang Nomor 5 Tahun 1960 Tentang Peraturan Dasar Pokok-Pokok Agraria, n.d.)

Buying and selling in our general public is not a new thing, considering that buying and selling itself has been done since ancient times. Buying and selling is usually done with an agreement or what is known as a sale and purchase agreement. Under customary law a sale and purchase agreement is a real agreement, which means that the delivery of the promised goods is an absolute condition for the existence of an agreement. In other words, if something has been agreed but in practice has not been submitted the object of the agreement then the agreement is considered to be non-existent or there is no agreement. In addition, it also adheres to the principle of light and cash (Arina Ratna Paramita; et.al, 2016).

Where bright can be interpreted that the sale and purchase is carried out in front of the parties and a Notary / PPAT, while cash is interpreted as a form of payment which at the time of the transaction there is proof of money in accordance with the agreed price of both parties.

The services provided by the Notary to the community are related to the making of authentic deeds. In addition, the Notary has the authority to make a deed in the settlement of a civil case which is then a perfect proof. The authority of the Notary in that case is expressly contained in Article 1 Number 1 of the Notary Position Law. The making of authentic deeds is required by laws and regulations in order to ensure law, order and legal protection to the people who need it. (Anand, 2018) The transaction of buying and selling land rights cannot be separated from the existence of an agreement or agreement, where there is an agreement between the parties that binds themselves. So that the agreement gives rise to rights and obligations for the parties who make it, in this case, namely the seller and the buyer party.

In addition, on the basis of article 1458 of the Civil Code, it is seen that the agreement is considered to have existed since the agreement was reached, even though the promised goods have not been handed over or the price paid. The acquisition of land rights usually has certain mechanisms, for example due to grants, inheritance, buying and selling and so on. (Fadhila Restyana Larasati; Mochammad Bakri, 2018) The acquisition of land rights in the sale and purchase transaction is carried out before a Notary / Land Deed Making Officer (hereinafter referred to as PPAT) for a transition along with land registration at the local land office in order to obtain legal certainty, as regulated in the UUPA. In addition, it is also regulated in Government Regulation Number 24 of 1997, namely one of the purposes of land registration is to realize administrative order. (Peraturan Pemerintah Nomor 24 Tahun 1997 Tentang Pendaftaran Tanah, n.d.)

The sale and purchase of land rights as stipulated in Government Regulation Number 24 of 1997 concerning Land Stewardship and Government Regulation Number 37 of 1998 concerning Regulations for the Position of Land Deed Makers must be carried out in the presence of an authorized official, in the event that the land is a PPAT, whose working area includes the area where the land being traded is located. In addition, the deed of transfer of rights (the deed of sale and purchase) made by PPAT is an authentic deed, where the form and content have been determined by the applicable laws and regulations, so that the PPAT only fills in the available deed blanks.

The requirements regarding the object of sale and purchase, for example, the right to the land to be traded is a right to land that is legally owned by the seller as evidenced by the existence of a land certificate or other valid evidence of the right, and the land traded is not in *daJam songketa* with other parties, and so on. While the requirements on the subject of the trade. for example, there is a buyer who requires that the right to the land to be purchased must have a certificate of proof of ownership of the land rights, while the land to be purchased does not yet have a certificate or the price of the object of sale and purchase cannot be paid in full by the buyer. However, there are things that must be considered before making a sale and purchase deed, namely the fulfillment of the

conditions in the sale and purchase agreement. Things that must be considered are those related to requirements, both about the object of buying and selling and the subject of the sale and purchase. In the event that these conditions have not been met, then at the time of signing the deed against the sale and purchase of land rights cannot be done before the PPAT.

Circumstances like the above are certainly very unfavorable or can even be detrimental to the parties who will buy and sell land rights. Because with these circumstances on the one hand, the seller must first postpone the sale of his land, so that all these conditions can be fulfilled, besides also delaying his desire to get money from the sale of rights to the land. Likewise with the buyer, where the buyer will be delayed in his desire to get the right to the land he is going to buy. To overcome this in order to smoothly orderly land administration more efficiently, a legal breakthrough was found that until now is still being carried out in practice, namely by making a deed of Sale and Purchase Binding Agreement (PPJB). Although the content in the agreement already regulates the sale and purchase of land, the format is only limited to binding the sale and purchase which is a form of preliminary agreement before the sale and purchase is actually regulated in the legislation called the deed of binding agreement for sale and purchase.

R. Subekti(R. Subekti, 1987) in his book states that “the binding of the sale and purchase is an agreement between the seller and the buyer before the implementation of the sale and purchase because there are elements that must be fulfilled for the sale and purchase, including a certificate of land rights that exist because it is still in process or has not occurred repayment of the price or taxes imposed on the sale and purchase of land rights cannot be paid either by the seller or the buyer. Although PPJB has often been used, in fact it has not been regulated in detail in laws and regulations related to land rights, so the position and legal force of the sale and purchase binding agreement are sometimes still questioned in terms of the implementation of the sale and purchase of land rights.”

The importance of making PPJB is to function as a preliminary agreement in free form, so that PPJB can be categorized into binding agreements that are made before the main / main agreement is made (Purnawan, 2017) The process of buying and selling land or buildings in the process of making PPJB deeds is usually an initiative from the first party to obtain funds and business capital and continue the construction of the down payment. On the other hand, the PPJB process can be said to provide convenience for prospective buyers to get land at an affordable cost because they pay a down payment first.

II. RESEARCH METHODS

The definition of research methods is the previous way of thinking to prepare appropriately and systematically with an orientation to goals in a study.(Kartono, 1995) The research approach used in

this study is juridical-empirical. Where the juridical approach in this study is an approach in terms of laws and regulations and legal norms in accordance with existing problems, while the empirical approach carried out is to obtain empirical knowledge by plunging directly into the object. The results of this research will later be descriptive-analytical, namely explaining, describing or expressing a situation. This is then analyzed according to science and own theories or opinions, then finally concludes it. The data sources used are primary legal materials, secondary legal materials and tertiary legal materials.

III. RESULTS OF RESEARCH AND DISCUSSION

1. Legal Force of the Deed of Binding Agreement for Sale and Purchase of Land Rights Made by a Notary in the Implementation of the Making of the Sale and Purchase Deed

The practice of Buying and Selling has often been used but in fact the Sale and Purchase Binding Agreement (hereinafter referred to as PPJB), only the general principle of agreements regulated in the Civil Code is used or in other words has never been regulated in laws and regulations related to land rights. According to R. Subekti. In his book, PPJB is an agreement between the seller and the buyer before the implementation of the sale and purchase due to the *causa-causa* that must be fulfilled for the sale and purchase, namely the certificate of land rights has not been registered in the name of the seller and is still in the process of returning his name, and there has not been a repayment of the price of the object of sale and purchase or the certificate is still in the name of the seller. (R. Subekti, 1987) Furthermore, Herlien Budiono, stated that PPJB is an aid agreement that acts as a preliminary agreement that is free form. (Herlien Budiono, 2004).

Land sale and purchase agreements in Indonesia open loopholes or the potential for bad faith to arise in one of the parties or each party. The potential for disputes arises due to the fact that the legal sources of land sale and purchase agreements are still diverse. In relation to the diversity of legal norms used as a reference in the practice of land sale and purchase agreements in Indonesia, at least we will find three types of regulations that are different from each other, namely the UUPA and its implementing rules, Civil Law, and the Criminal Code. (Erna Widjajanti, 2010).

The Parties who enter into a sale and purchase agreement using various laws have various legal consequences, because there are a number of differences in both basic perceptions, forms, and other conditions in the land sale and purchase agreement, between each of the legal norms that are handled. In terms of basic perceptions, for example, according to the Civil Code, the sale and purchase agreement has occurred when there is an agreement from each party, without paying attention to whether it should be done in front of the PPAT. (R. Subekti, 2014).

The scope of agrarian law, the land is part of the earth called the surface of the earth. The land referred to there is not regulating the land in all its aspects, but only regulating one of its aspects, namely the land in the juridical sense called rights. Land as part of the earth referred to in Article 4 paragraph (1) uupa states that on the basis of the right to control from the State as referred to in Article 2 it is determined that there are various rights to the surface of the earth, land can be given to and owned by people, either alone or together with other people and legal entities. (Santoso, 2010) The existence of this PPJB has a meaningful position as a preliminary agreement before the existence of the AJB. With the PPJB, it does not limit the parties in transactions, although in practice at the time of signing the PPJB there has been no transfer of land rights due to several considerations. This PPJB is intended to prepare the main agreement or principal agreement that will later be carried out, in this case it is the AJB.

A PPJB has valid conditions listed in Article 1320 of the Civil Code, namely: Agree those who bind themselves; The ability to make an agreement; A certain thing; A lawful cause.

These four provisions, both subjective and objective conditions must be met, if not met regarding subjective conditions will result in the agreement being canceled, while if the agreement is not fulfilled, the agreement will become null and void. In addition, a PPJB must meet the requirements in the contents of the PPJB that have been agreed upon and made by the parties. In practice, there are two types of PPJB, namely PPJB paid off and PPJB not paid off. The difference between the two is that:

- a. "The PPJB is paid off, first, there is a power of attorney clause; second, the buyer must obtain absolute power of attorney to guarantee the implementation of the buyer's rights in the sale and purchase transaction and will not end for any reason; and the third of these agreements shall not be void due to the death of either party, but it is hereditary in nature and applies continually to its heirs;
- b. PPJB is not paid off, there is a clause regarding the condition if the sale and purchase is canceled halfway."

The general official who is authorized to make PPJB and AJB is different, where for PPJB it is made by or before a Notary, while for AJB it is made before the Land Deed Making Employee (hereinafter referred to as PPAT). So that the form of PPJB and AJB is in the form of an authentic deed that has perfect manufacturing power unless it can be proven otherwise. Not only that, the PPJB adheres to the principle of freedom of contract (*contractvrijheid*) because the Notary will make the PPJB deed in accordance with the will of the parties. It is possible that the parties will fully hand over to the Notary regarding the content or content of the PPJB. therefore, with this principle, freedom

has a limit, that is, it must not conflict or contradict the prevailing laws and regulations, decency, and public order.

With the creation of PPJB in the form of an authentic deed, it can be used as a form of seriousness from the parties to carry out the process of buying and selling land and / or buildings that are agreed with certain conditions as well as power clauses and submissions therein according to the wishes of the parties. The definition of an authentic deed is explained in Article 1868 of the Civil Code which reads: "An Authentic Deed is a deed which in the form prescribed by law is made by or before the public servants who have the power to do so in the place where the deed is made."

Based on Article 1868 of the aforementioned Civil Code, it can be seen that for an authentic deed the form of the deed is determined by the Act and must be made by or before an authorized employee. The authorized employee here is a Notary, this is based on the provisions of Article I number 1 of Law Number 2 of 2014 concerning the Position of Notary which states that a Notary is a general officer who is authorized to make authentic deeds and other authorities as referred to in this Law. In accordance with the rules in Article 1868 of the Civil Code, so it can be concluded that the conditions for an authentic deed are as follows: the deed must be made "by" (door) or "before" (ten overstaan) a general officer; the deed must be made in the form prescribed by law; the general officer by or before whom the deed was made, shall have the authority to make the deed.

From the explanation above, it can be seen that in ppjb, which is made before or by a notary, the PPJB deed becomes an authentic deed, because it has been made before or by an authorized official (i.e. Notary). The same matter was also conveyed by Notary Rizul Sudarmadi, SH., whom the author interviewed on October 21, 2020, who stated that PPJB is basically an agreement under the hand, it's just that if the agreement is carried out or made by or in the presence of an authorized general official, namely a Notary, then the deed made into a notarized deed that is an authentic deed. (Wawancara Notaris Rizul Sudarmadi, 2021) Meanwhile, if the PPJB is not made in the presence of a general official, the PPJB becomes a deed under the hand, and for deeds under the hand it is further regulated in Article 1874 of the Civil Code which reads: "As the writings under the hand are considered deeds signed under the hand, papers, registers, household affairs papers and others, writings made without the intermediary of a general employee." Another employee appointed by law as stipulated in Article 1874 and Article 1880 of the Civil Code. This dated statement is more commonly referred to as Legalization and Waarmerking i.e:

1. Legalization is the endorsement carried out by a Notary on a deed under hand that provides certainty about: Signing date; Permission of the person or the parties signing; The contents of the deed that have been known by the parties.
2. Waarmerking

Regarding Waarmerking is stipulated in Article 1880 of the Civil Code which reads : "The deeds under the hand, merely not affixed with a statement as referred to in the second paragraph of article 1874 and in Article 1874a, have no power against third party persons, as to the date thereof other than from the day of affixing a statement by a Notary or other employee appointed by law and recorded in accordance with the rules held by law; or from the day of the evidence of the existence of deeds under the hands of the deeds made by the General Officer, or also from the day of the recognition of the deeds under that hand in writing by the persons of the Third Party against whom the deeds were used." (Rahmadhani, 2020).

Waarmerking only provides proof to third parties as to the correctness of the date of the letter, but does not provide proof regarding the signatures of the parties in the deed. (Rahmadhani, 2020)

However, PPJB in practice does not require ratification as explained above, because PPJB is usually made before a Notary who is a General Officer, so that the deed made against ppjb has become an authentic deed so that the proof is very strong. Based on the foregoing, it can be concluded that the legal force of the PPJB deed of land rights made by and or before a Notary in the implementation of making its AJB is very strong. This is because the PPJB made before a notary, the deed has become a notarial deed so that it is an authentic deed, while for PPJB that is made not before a notary, it becomes a deed under the hand whose proof is under an authentic deed. Although in Article 1875 of the Civil Code it is stated that a deed under the hand can have perfect proof such as an authentic deed, where the deed is also recognized by the parties who signed it.

So the legal force in the PPJB is that it depends on where the PPJB is made, if not in the presence of a public official, it becomes a deed under the hand. Meanwhile, if the PPJB is made by or in front of a general official in this case a Notary, then the deed becomes a notarial deed that is an authentic deed.

2. Legal Protection Against the Fulfillment of the Rights of the Parties If One of the Parties Defaults in the Sale and Purchase Binding Agreement

Speaking of legal protection, legal protection itself comes from two syllables, namely protection and law. Protection is the thing or act of protecting. While the law is a rule to safeguard the interests of all parties. According to Wirjono Prodjodikoro in his book, legal protection is an effort of protection given to legal subjects, about what it can do to defend or protect the interests and rights of legal subjects. So that it can be said that legal protection is all activities or actions that can provide protection for the fulfillment of rights and provide legal certainty for all legal subjects in accordance with the provisions of the law and applicable laws and regulations. Legal protection against the

fulfillment of the rights of the parties can be seen if one of the parties defaults in the PPJB, so it depends on the position of the PPJB made as previously explained. The following will be explained about default. Where default or break promises or not fulfilling the agreement there are three types, namely: (Mariam Darus Badruzaman; et.al, 2001) the debtor does not fulfill the agreement at all; the debtor is late in fulfilling the agreement; the debtor is mistaken or inappropriate to fulfill the agreement.

Based on the information above, it can be seen that breaking promises can occur in various forms as stated above. The same can also happen in the PPJB against land rights, because not always everyone who makes the agreement is able to implement all these agreements. As stated by Notary Kun Hidayat, SH., that many Notaries are confident and confident so that there are often errors in making their deeds, such as the non-inclusion of a fine clause where when the buyer is unable to pay in accordance with the provisions in the agreement, where payment is made in installments, there is no clause of the deed that regulates fines.

The PPJB deed is a type of "partij deed", the deed contains the will of the parties, the promises of the parties and the rights and obligations of the parties, in the deed contains various kinds of contents desired by the parties before a notary. Clauses regarding the period of fulfillment of rights and obligations must be stated on the PPJB deed, because there will be uncertainty for the parties to obtain their rights and obligations. (Made Ara Denara Asia Amasangsa, 2019)

Based on the explanation above, it can be seen that the legal protection provided in the PPJB is very strong because of the evidentiary nature of the PPJB made before the general official in this case the Notary has a strong proof in accordance with the evidence of the authentic deed. In addition, another protection that can be provided is the legal protection made on the basis of the agreement made by the parties related to the PPJB, associated with the regulations on the agreement, which is regulated in Article 1338 of the Civil Code which reads : "all consents made validly apply as laws to those who make them.". In addition, according to Notary Rizul Sudarmadi, SH., and Notary Kun Hidayat, SH., there are several protections provided if one of the parties has carried out default activities in a PPJB:

1. Protection against the seller

The legal protection that can be provided is in the form of requirements that are usually requested by the seller himself. For example, there is a seller who in the PPJB asks the buyer to make a payment of money with a certain period of time according to the agreement accompanied by the condition of cancellation, for example if the buyer does not fulfill the payment as agreed, the PPJB's rights to the land that have been made are void and the seller will usually not return the money that has been paid unless the buyer asks for an exception.

This also happened between Mr. MM (as the owner of the land in East Jakarta) and Mr. SR (as the buyer in east Jakarta). The two agreed to make a sale and purchase of a piece of land and a house on it. However, Mr. SR has not been able to pay a lump sum at the agreed price. So the two agreed to hold a PPJB as a preliminary agreement. In the PPJB, Mr. MM as the landowner asked for a definite payment time and if it is not made according to that time, the PPJB becomes void and the money that has been paid cannot be requisitioned as a form of compensation. Meanwhile, the request has been approved and agreed by Mr. SR.

It is known that, after making a down payment of RpX, Mr. SR apparently did not make further payments as agreed in the PPJB. After being reminded by Mr. MM to fulfill the payment according to the agreement, Mr. Suryadi was still unable to fulfill the payment. Based on the attitude of Mr. SR, Mr. MM then canceled the PPJB that had been made and besides that the money that had been given by Mr. SR according to the agreement in the contents of the PPJB was not returned.

2. Protection against buyers

Protection of the buyer is usually in addition to being carried out on the condition that it is also followed by an irrevocable request for a power of attorney. The goal is that if the seller does not fulfill it, the buyer can sue and ask for compensation in accordance with the agreement stipulated in the PPJB.

The requirement that is generally requested by the buyer for its protection is to request that the certificate or title mark on the land be held by a third party who is usually a Notary or other party appointed and mutually agreed upon by the seller and the buyer. Based on all the information above, it can be seen that the legal protection that can be given to the fulfillment of the rights of all parties in the PPJB in addition to the legal protection provided by the power of the authentic deed can also be based on Article 1338 of the Civil Code, as well as the goodwill of the parties to fulfill the content of the agreement that has been made. This is in accordance with the evidentiary power of an authentic deed as expressed by G.H.S Lumban Tobing which states that, in the general opinion professed in each authentic deed is distinguished into three powers of proof when compared to the deed under the hand, namely:

1. The Power of Outward Proof

It is the ability of the deed itself to be able to prove itself as an authentic deed. According to article 1875 of the Civil Code, that ability cannot be granted to a deed made under the hand, because a deed made under a new hand is valid against whom the deed is used, if the person who signs it recognizes the correctness of his signature. Whereas an authentic deed proves its validity (*acta publica probant sese ipsa*) if a deed appears to be an authentic deed, then the deed against each person is considered an authentic deed, until it can be proved that the deed is inauthentic.

2. The Power of Formal Proof

By this force of formal proof by the authentic deed it is proved, that the officer concerned has stated in the writing as stated in the deed and apart from that the correctness of what the officer in the deed outlines as which he did and witnessed in the exercise of his office. In a formal sense, as far as it is regarding the deed of the official (*ambtelijke deed*), the deed proves the truth of what is witnessed, that is, what is seen, heard and also done by the notary himself as a general official in carrying out his office.

3. Material Evidentiary Power

In the power of material proof not only the fact that there is stated something proved by the deed, but also the content of the deed is considered to be proved as true against every person who ordered to make/make the deed as a proof against himself, the deed has the power of material proof.

Based on the above, it can be concluded that legal protection against the fulfillment of the rights of the parties if one of the parties defaults in the PPJB is very dependent on the strength of the PPJB it makes. If the PPJB is made with a deed under the hand, the protection is in accordance with the protection of the deed under the hand, while if the PPJB is made by or before a Notary, the deed will naturally become a notarized deed. So that the power of protection is in accordance with the protection of authentic deeds. This PPJB is temporary, in this case it is a temporary binder between the seller and the buyer when the parties wait for the AJB process which will be made before the PPAT. (Dewi Kurnia Putri; Amin Purnawan, 2017) The point of this is that PPJB is a temporary binding on the part of the seller and buyer which when paid off bright and cash will become switched and a deed of AJB is made then.

IV. CONCLUSION

1. The legal force of ppjb is in principle stated in the legal rules as per Article 1338 of the Civil Code. Therefore, the application or implementation of PPJB before AJB is allowed with certain requirements that must be met as stipulated in these regulations and have been agreed upon by the parties. In addition, the legal force of the PPJB deed of land rights made by the Notary in the implementation of making its AJB is very strong and perfect evidence, because the deed is a notarized deed that is an authentic deed.
2. Legal protection for the parties from the existence of this PPJB depends on the content or content of the PPJB itself. Where in PPJB at least it is mandatory to contain several things, so that the legal protection provided to the parties can be achieved and protected. In addition, if one of the parties defaults, it is very dependent on the strength of the PPJB made, namely if it is made with a deed under the hand, it is in accordance with the protection of the deed under the hand, while

if it is made by or before a Notary, the deed itself becomes a notarized deed that has the power of protection in accordance with the protection of the authentic deed.

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