



WORLD CLASS ISLAMIC CYBER UNIVERSITY  
**UNISSULA**  
SULTAN AGUNG ISLAMIC UNIVERSITY

**Sept 5th 2019**

# **THE 5 th INTERNATIONAL AND CALL PAPER**

## **Legal Reconstruction in Indonesia Based on Human Rights**

**Imam As Syafei Building**

**Faculty of Law, Sultan Agung Islamic University**

**Jalan Raya Kaligawe, KM.4 Semarang, Indonesia**

**UNISSULA PRESS**

# The 5<sup>th</sup> PROCEEDING

## *“Legal Reconstruction in Indonesia Based on Human Right”*

**IMAM AS SYAFEI BUILDING**

Faculty of Law, Sultan Agung Islamic University  
Jalan Raya Kaligawe, KM. 4 Semarang, Indonesia

Diterbitkan oleh :  
UNISSULA PRESS

ISBN. 978-623-7097-23-5

The 5<sup>th</sup> PROCEEDING

*“Legal Reconstruction in Indonesia Based on Human Right”*

Reviewer:

Prof. Dr. H. Gunarto, S.H., S.E., Akt., M.Hum

Dr. Hj. Anis Mashdurohatun, S.H., M.Hum

Prof. Henning Glaser

Prof. Dr. I Gusti Ayu Ketut Rachmi Handayani, MM

Prof. Shimada Yuzuru

Prof. Associate Dr. Dr. Ahmad Zaharudin Sani

Editor:

Dr. Amin Purnawan., S.H., CN., M.Hum

Dr. Hj. Widayati., S.H., M.H

Dr. Hj. Sri Endah Wahyuningsih, S.H., M.Hum

Dr. H. Ahmad Khisni., S.H., M.H

M. Abdul Hadi., SE

Hak Cipta © 2019, pada penulis

Hak Publikasi pada penerbit PDIH UNISSULA

Dilarang memperbanyak, memperbanyak sebagian atau seluruh isi dari buku ini dalam bentuk

apapun, tanpa izin tertulis pada penerbit.

Hal I-X, 1-358

Cetakan Pertama Tahun 2019

Penerbit PDIH UNISSULA

Jl. Raya Kaligawe Km. 4 Semarang 50112

PO BOX 1054/SM,

Telp. (024) 6583584, Fax. (024) 6594366

**ISBN. 978-623-7097-23-5**

COMMITTEE OF THE 3rd INTERNATIONAL CONFERENCE  
AND CALL FOR PAPER  
“Legal Reconstruction in Indonesia Based on Human Right”

Responsible Person	: Prof. Dr. H. Gunarto.,S.H.,SE.,Akt.,M.Hum	(Dean)
Advisory	: Dr. Hj. Widayati.,S.H.,MH	(Vice Dean I)
	Arpangi.,S.H.,M.H	(Vice Dean II)
	Dr. Hj. AnisMashdurohatun,S.H,M.Hum	(Head of PDIH)
	Dr. H. Ahmad Khisni.,S.H.,M.H	(Head of M.Kn)
	Dr.H. Umar Ma’ruf, SH.,Sp.N.,M.Hum	(Head of MIH)
	Kami Hartono.,S.H.,M.H	(Head of S1)
Chairwoman	: Dr. Hj. AnisMashdurohatun,S.H,M.Hum	(Head of PDIH)
Secretary	: Dr. Hj. Sri Endah Wahyuningsih,S.H,M.Hum	(Secretary of PDIH)
Treasurer	: Dr. Hj. Sri Kusriyah.,S.H.,M.Hum	(Secretary of MIH)
Drafting Team	: Dr. H. Amin Purnawan.,SH.,CN.,M.HumH	
	Denny Suwondo.,S.H.,M	
	Hj. AryaniWitasari.,S.H.,M.H	
Event Division	: Erna Sunarti.,S.S.,M.H	
Secretariat and Supplies		
Division		
Coordinator	: M. Abdul Hadi.,SE	
Member	: Slamet Ariyanto	
	Dyan Teguh Aryanto, Amd	
	M. Ngaziz.,S.H.,M.H	
	Hendro Widodo.,S.H.,M.H	
	NailulMokorobin.,S.Psi	
	AgusPrayoga	
Publication and		
Documentation Division	: Ikrom.,S.H	
Member	Ahmad Mutohar.,S.H	
	Achmad Arifullah.,S.H.,M.H	
Consumption Division	: Shinta Pratiwi	
Member	Latifah Rosdiyati.,S.E	
	Siti Pardiyah	
	Laili Rohmah.,S.E	
	Laila Najihah.,S.H	
Receptionist	: Riftia Anggita W.S.,S.H	
	M Auliana	
General Assistant	: Riswanto	
	Nur Alamsyah	
	Rofiq	
Security	: Rohmani	
	Arif	
Driver	: Irwanto	



## PREFACE

First of all, let's say Thanks to Allah, who has been giving us guidance, happiness, healthy, and mercy, so we can finish this conference proceeding without any obstacles. Praise and salutation upon our prophet Muhammad saw the last messenger, the best figure of this universe; the person who was able to save us from Jahiliyah era.

We would like to extend our thanks to the invited speakers: Prof. Henning Glaser from Thammasat University, Prof. Shimada Yuzuru from Nagoya University, Hilaire Tegnau, Ph.D from Sorbone University, Prof. Topo Santoso From Indonesian University, and Dr. Sri Endah Wahyuningsih, S.H., M.H from Sultan Agung Islamic University.

This was our fourth International conference and call for paper held by Faculty of Law, Sultan Agung Islamic University. This annual conference tries to gain any information and studies done by academician and practitioner in the concerned field to be discussed as guidelines to exchange and talk about views on the most important recent on Legal Construction and Development focusing on The Role of Indigenous and Global Community in Constructing National Law happens in both developed and developing countries and its role in shaping a good future, and to discuss the challenges and practical aspects in integrating competition law enforcement and guidelines to develop legal state in accordance with the diversity of all countries around the world. We hope this conference brings benefit for both participants and our faculty.

We are pleased to have your critique, suggestion and correction in order to make us better. Finally, we do thanks to all who helped this conference. May Allah guide us to always develop useful knowledge for human being.

## PROCEEDINGS

### The 5<sup>th</sup> International Conference and Call for Paper Faculty of Law 2019 Legal Reconstruction in Indonesia Based on Human Right

#### Table of Contents

<i>FRONT PAGE</i> .....	<i>I</i>
<i>Information of The International Seminar</i> .....	<i>III</i>
<i>Committee Composition</i> .....	<i>IV</i>
<i>PREFACE</i> .....	<i>V</i>
Fulfillment Of Teacher Protection Rights <i>Yenny AS, Rini Setiawati</i> .....	<i>I</i>
Legal Reconstruction Of Laws Regarding Human Rights Through Judicial Re- view To The Constitutional Court <i>Umar Ma'ruf</i> .....	<i>13</i>
Legal Analysis Of Social Security Transformation And The Reality Of Its Implementation In The Community In Indonesia <i>Siti Ummu Adillah, I Gusti Ayu Ketut Rachmi Handayani ,Adi Sulistiyono</i> .....	<i>30</i>
Increasing Voluntary Compliance Of Tax Payments In Micro Small And Medium Enterprises (Msmes) Post-Issuance Of Government Regulation Number 23 Of 2018 (Case Study In Semarang City) <i>Amin Purnawan, Akhmad Khisni, Aryani Witasari</i> .....	<i>41</i>
Legal Analysis Of Racist Exams In Surabaya Papua Dormitory <i>Ma'aruf Akib</i> .....	<i>50</i>
Reconstruction Of Misdemeanor Settlement Based On Pancasila Value <i>S. Andi Sutrasno</i> .....	<i>57</i>
Urgency Of Legal Assistance For Poor People As A Request Of Human Rights <i>Adhi Budi Susilo, Indra Yuliawan</i> .....	<i>63</i>
Reconstruction Of Article 156 Paragraph (1) Of Law Number 13 Year 2003 Regarding Manpower As A Guideline For The Provision Of Workers' Rights Based On Justice <i>Rahmatsyah</i> .....	<i>67</i>
Problematic Presidential Electoral Threshold In The Operation Of Value-Based Simultaneous Justice <i>Widayati , Winanto</i> .....	<i>73</i>

Reconstruction Of Learning Methods In Criminal Law Subjects Using Inquiry Methodsbased On Human Rights And Islamic Values <i>Ira Alia Maerani, Eko Sopyono, Nuridin</i> .....	82
Reconstruction Of Criminal Sanction And Rehabilitation Combating On Narcotic's Victims Based On Religious Justice <i>Carto Nuryanto, Gunarto, Anis Mashdurohatun</i> .....	91
Study of the theory of Legal Protection Against Online High Yield Investment Program Contracts in Indonesia (HYIP) <i>muhamad Iqbal al Hakiem,aryani witasari</i> .....	96
Reconstruction Completion Of The Crime Of Light On Value Pancasila <i>Andi S. Sutrasno</i> .....	102
Law Reconstruction Of Registration On Fiduciary Obligation Based On Justice Value <i>Wieke Dewi Suryandari ; Gunarto; Amin Purnawan</i> .....	108
Reconstruction Of Transport Regulatory On Marine Toll To Support Sea Connectivity Based On Pancasila Justice <i>Hartanto, Gunarto, Anis Mashdurohatun</i> .....	114
Reconstruction Of Scientific Investigation In Indonesia Based On Justice <i>Teguh Prihmono; Gunarto, Sri Endah Wahyuningsih</i> .....	120
Legal Construction On Training Ship Management Belongs To Human Resources Development Of Transportation (Bpsdmp) Based On Dignity Justice Value <i>Wahyu Wibisono, Gunarto, Anis Mashdurohatun</i> .....	126
Protection Of Law Refugees/Asylum Seekers In Indonesia (As A Transit State) No Ratify 1951 Convention Of And The 1967 Protocol <i>Muhammad Djamir</i> .....	133
Reconstruction Of Legal Policy On Decency Crime In Indonesia Based On Pancasila Value (Lgbt Rehabilitation Institute For Children) <i>Cucuk Kristiono, Gunarto, Anis Mashdurohatun; Suparji</i> .....	144
Legal Protection Against Indonesian Workers (Tki) In Abroad <i>Yaya Kareng ,Ong Argo Victoria ,Sri Yulianingsih</i> .....	149
Recontruction Of Auction Execution Of Mortgage Object In Determine The Auction Price Based On Justice <i>Moh Djarkasih**</i> .....	158

Reconstruction Policy Of Sanctions Against Destruction Of Evidence Illegal Fishing Based Small Fishing Welfare Values <i>R. Juli Moertiyono</i> .....	165
Reconstruction Of Legal Policy Interfaith Marriage In Indonesia <i>Moh. Zeinudin, Dian Novita</i> .....	179
Reform Of Couple Sexual Rights Protection In Case Of Diseases Hiv / Aids In Indonesia <i>Nana Ruhyana</i> .....	186
Legal Protection Against Disability In Getting Work <i>Oktavianto Setyo Nugroho</i> .....	193
Reconstruction Of Authority To Arrest In Doing Judge Accused Of Value-Based Justice <i>Agus Sugiarto</i> .....	203
Enforcement Of Criminal Law In False News (Hoax) Management According To Law No. 11 In 2008 That Has Been Amended To Be Law No.19 Of 2016 Concerning Electronic Information And Transactions In Islamic Law And Positive Laws <i>Yanto Irianto</i> .....	208
Reconstruction Validity Legal Deeds Are Dealing With Children In The Process Of Law Criminal Justice System Based Child Justice <i>Asep Hermawan</i> .....	220
Reconstruction Of Performance Assessment Of Drinking Water Companies (Pdam) Based On Consumer Protection <i>Bustaman</i> .....	225
Reconstruction Legal Rights Associated With A Warranty Not A Bank Debt <i>Euislistianti</i> .....	229
Reconstruction Of Operational System As A Community Economic System Based On Welfare <i>Abbas Ibrahim Idris</i> .....	234
Reconstruction Of Criminal Responsibility For Actors Prostitutional Criminal Justice In The Criminal Justice Based On Value <i>Iwan Rasiwan</i> .....	242
Reconstruction Of Legal Drinking Water Management Company (Pdam) Based On Justice <i>Suharyadi</i> .....	248



Reconstruction Of Private Criminal System Implementation In The Commitment Values In Indonesia Justice <i>Sumanto</i> .....	252
Reconstruction Of Justice Law Protection Law Protection <i>Wamyani</i> .....	260
Criminal Code Draft Law And Development In Indonesia <i>Nany Pujianti Suwigjo</i> .....	265
Deconstruction of the Principle of Legal Thinking <i>Sriyati</i> .....	270
Development Of The Law Of Complete Systematic Land Registration (Ptl) And Effect Of Conduct Values of Land Based On Dignify Justice In The District Of Kendal, Central Java <i>Desy Dwi Nurhayati Hartanti</i> .....	279
Interpretation Teaching Of Human Rights Laws Against Material In Corruption Provisions <i>Burham Pranawa, Hartiwiningsih, Hari Purwadi</i> .....	293
Reconstruction Of Article 156 Paragraph (1) Of Law Number 13 Year 2003 Regarding Manpower As A Guideline For The Provision Of Workers' Rights Based On Justice <i>Rahmatsyah</i> .....	301
Law Due To Delay The Registration Under Fiduciary Guarantee Pmk No 130 / Pmk.010 / 2012 <i>Jaenudin Umar</i> .....	307
The Effectiveness Of The Handling Of The Criminal Acts Of Light Tend To Be Settled Judicial Custom <i>Supena Diansah</i> .....	313
Interpretation Human Rights Law Against The Teaching Material In Corruption Criminal Offenses <i>Burham Pranawa, Hartiwiningsih, Hari Purwadi</i> .....	319
Urgency Of Legal Assistance For Poor People As A Request Of Human Rights <i>Adhi Budi Susilo, Indra Yuliawan</i> .....	327
Independence Institute Of Justice And Judge In Perspective Judicial Reform Blueprint 2010 - 2035 <i>Ahmad Agus Bahauddin</i> .....	331

Policies Against Crime Criminal Law Made By Children <i>Achmad Arifulloh</i> .....	341
Law Enforcement Of Law Number 23 Of 2004 In Preventing Efforts Human Rights Violations In Indonesia <i>Andri Winjaya Laksana , Lathifah Hanim</i> .....	350
Position Of Agreement On Land Acquisition For Development For Public Interest <i>Djoni Sumardi Gozali</i> .....	359
The Village Fund As Indonesian Social Welfare Program: The Gap Between Regulatory And Practice (A Study On Penal Perspective) <i>Ifrani*</i> .....	367
The Finality Of Arbitration: The Pros And Cons Of The Court's Power To Setting Aside Arbitral Awards In Indonesia <i>Yati Nurhayati</i> .....	376
Reconstruction Of Learning Methods In Criminal Law Subjects Using Inquiry Methods Based On Human Rights And Islamic Values <i>Ira Alia Maerani, Eko Soponyono, Nuridin</i> .....	382
Improvement of the Presidential System in Concurrent Elections <i>Endro Wibowo Aji</i> .....	391
Restorative Justice and Penal Mediation in Resolving Cases of Children Confronting the Law in Indonesia <i>Agustinus Dian Leo Putra</i> .....	398
Criminological Aspects of Corruption Crime <i>Angga Kusumah</i> .....	405
Policy Online Single Submission (OSS) System as a Public Service Innovation in the Field of Environmental Licensing <i>Haris Fadillah Harahap</i> .....	413
The Relevance of Civil Law and Common Law Systems in Regulating Standard Contract Law in Indonesia <i>Iman Fathurrahman</i> .....	421

Legal Politics In Erading Money Launching Criminal Actions In Indonesia <i>Abdul Haris</i> .....	427
The Legal Politics Of The State Defense Industry In Indonesia <i>Ade Christian Manapa</i> .....	433
Political Directions For Land Law On Land Property Rights For The People <i>Aga Wigana</i> .....	438
Political Form Of Pre-Justice Law In Law Enforcement In Indonesia <i>Apromico</i> .....	443
Inner Legal Political Strategy Prevention Of Radicalism In Indonesia <i>Beno</i> .....	448
The Government's Efforts Through Legal Politics In Hajj Management <i>Dhanar Dhono Vernandhie</i> .....	453
Political Law Of Regional Autonomy As The Management Of Local Government <i>Eka Damayanti</i> .....	458
Responsibility Of Corporate Crimes In Criminal Actions Of Narcotics <i>Himawan Aji Angga</i> .....	464
Juridical Review of The Existence of Notary Prohibitions on The Office of The Curator <i>Nurchahyo Pratomo Widodo</i> .....	469
The Legal Strength of Covernote and Notary Responsibility for The Making of a Covernote as a Legal Product Not Regulated by Notary Laws <i>Arif Bahtiar Jefry</i> .....	474
Role of Notary / PPAT in Making Authentic Assets Towards False Document Description <i>Kanzu Khirzul Yaman</i> .....	479
Legal Review of Personal Warranties Made Against The Notary of Lending <i>Nur Chamid</i> .....	484

Harmonization in Regulation of Heritage Certificate by Notary in Sociolegal Perspective <i>Desi Wulan Anggraini</i> .....	488
Legal Protection of The Wife's Property in Marriage by Making a Marriage Agreement Made in a Notary Provision <i>Nur Ismi Hanifah</i> .....	492
Legal Due To The Implementation Of Absolute Authorization In The Sale And Purchase Agreement Before The Development Of Sale And Purchases <i>Bayun Kismantoro</i> .....	496
Political Laws Notary Honor Assembly <i>Muhammad Wildan Mahindra</i> .....	500
Role of Notary in The Making of Deal of Sale and Buy Agreements to Support National Development <i>Ika Yulia Ningrum</i> .....	506
Legal Due to The Implementation of Public Business Credits with Guarantee of The Rights of Liability Made in Notary <i>Riska Fauziana</i> .....	511
Implementation of Credit Agreement Through Notary Notary And Its Legal Due When Performance Occurs <i>Iqbal Rino Akta Pratama</i> .....	515
Implementation of Court Determination on The Sell and Purchase Process Towards Officials of Land Associates who are Herities Under The Age <i>Zaenal Arifin</i> .....	519
Authority of The Notary Regional Supervisory Assembly to Issue a Client's Document Return Order <i>Adi Candra Saputra</i> .....	524
Implementation of Management and Environment of Damaged Land <i>Agil Aladdin</i> .....	528

# Legal Due To The Implementation Of Absolute Authorization In The Sale And Purchase Agreement Before The Development Of Sale And Purchases

Bayun Kismantoro

Student of Master of Notarial Law, Faculty of Law, Universitas Islam Sultan Agung (UNISSULA)  
email [kismantoropambayun@icloud.com](mailto:kismantoropambayun@icloud.com)

## Abstract

*Sociologically, the Power Giver can be said as an institution that is formed in social life. In subsequent developments where human activities are increasingly developing, granting of power is a legal act that is most often found in society in the process of legal relations and non-legal relations where a person wants himself to be represented by another to become his power to carry out all his interests. The power of attorney in its development has become widespread, however in this paper it is linked to a notaris deed of a sale and purchase agreement where the power of attorney is one of the clauses, especially regarding land parcels. As a clause, of course with regard to contractual principles, because clauses are the main things that are promised from the agreement. In this case, the principle of consensuality, which has the most important meaning, is that in order to give birth to an agreement one must fulfill the validity of the agreement, namely the agreement, so that what is reflected in our minds is the persuasion of opinion between the parties without coercion with other words must be freely given. Touching on this issue in the engagement law, it is closely related to the principle of freedom of contract in the engagement law that what is called absolute power arises. In connection with the problems here, which are related to land law, it is necessary to pay attention to the related laws and regulations,*

*Keywords: Absolute power, binding and buying and selling*

## A. PRELIMINARY

The granting of absolute power in practice becomes a clause and conditions which are generally stated in the agreement deeds made by the notaries as party deeds, one of which is the deed of the sale and purchase agreement. Thus, the seller gives the power of attorney to the buyer, provided that the power of attorney is an integral part of the sale and purchase agreement itself.<sup>1</sup>

The granting of absolute power in particular to land in the deed of the sale and purchase agreement which is essentially the transfer of rights does not conflict with Article 37 in conjunction with Article 38 in conjunction with Article 39 PP 24 of 1997 concerning Transitional Registration and Assignment of Rights.

The absolute requirement for the validity of the agreement that must be in the agreement to grant power of attorney is the agreement of the parties to enter into an agreement to grant power of attorney, so in this case the role of the Notary / PPAT in carrying out his / her duties is obliged to provide an explanation of the legal consequences of each agreement he makes, as well as in the event that provide services and services to the parties. To avoid disputes in the future in order to create legal certainty, especially in the land sector in accordance with applicable government regulations.<sup>2</sup>

In fact, the notary has a very big role, especially in the process of making deeds, especially in relation to the clause granting absolute power, in this case the deed of the

---

<sup>1</sup>M.Yahya Harahap, 1986, *Segi-segi Hukum Perjanjian*, Bandung Alurni, p. 181.

---

<sup>2</sup> Sutan Remy Sjahdeini, 1993, *Kebebasan Berkontrak Dan Perlindungan Yang Seimbang Bagi Para Pihak Dalam Perjanjian Kredit Bank Di Indonesia (Disertasi)*, Institut Bankir Indonesia, Jakarta, p. 20.



Sale and Purchase Agreement, so that the deed does not conflict with applicable laws and regulations and does not harm the parties who make it.

The duties and obligations of a notary as a public official who has the authority to make authentic deeds, then the deed he makes must also be a formal means of proof that contains absolute truth, so that the notary should also play a role in legally anticipating things that can harm the parties making it. and the legal consequences and agreements.

In connection with the case which is the object of analysis in this thesis research, Defendant II as the buyer can report the alleged fraud committed by Defendant I as the seller to the police investigator based on the provisions of article 378 of the Criminal Code (KUHP), in which the basis and reasons for filing a report that Defendant I intended to benefit himself by tricking Defendant II into buying the land object in the Sale and Purchase Agreement No. 172 / KJ / 2007 dated 5 November 2007, and handed over the money for the purchase price of the land. Based on this, from the description and provisions above, it is necessary to conduct research on the Legal Consequences of the Execution of Absolute Power in the Sale and Purchase Agreement Before the Sale and Purchase Deed is made "

Based on the background above, the researchers formulated the following points of the problem:

1. How is the exercise of absolute power in the sale and purchase agreement before the Sale and Purchase Deed is made?
2. What are the obstacles and solutions that arise in the exercise of absolute power in the sale and purchase agreement before the Sale and Purchase Deed is made?

## B. DISCUSSION

### 1. Exercise of absolute power in the sale and purchase agreement before the Sale and Purchase Deed is drawn up

The sale and purchase agreement is made with an agreement to grant absolute power of attorney, essentially to

protect the buyer / second party. In other words, in any position the power of attorney, in this case the seller, is always at a disadvantage and is in a weak condition.

Conditions like this can naturally arise, because they are a result of the principle of freedom of contracting. It should be noted that in its development, it turns out that freedom of contract can lead to injustice because this principle can only achieve its goal, namely to bring about optimal welfare, if the parties have equal bargaining power. In reality this is often not the case.<sup>3</sup> Because basically human beings are born with equal rights, love freedom and have a tendency to dominate others if they are not controlled.<sup>4</sup>

We can accept the good intentions of the Government through article 37, article 38 and article 39 of Government Regulation Number 24 of 1997 concerning Land Registration and we can also respect the opinion of the Court, that the power-giving institution is not something new in the Indonesian Legal System. And since the development and increase in legal needs, someone has taken advantage of the institution of power of attorney.

The power of attorney was initially given for the benefit of the power of attorney, then it was given precisely to protect the interests of the power holder.

Such power of attorney agreement is not included in the absolute prohibited power of attorney. With a note that the power given in a notarized sale and purchase agreement is made where the rights of the power of attorney have been fulfilled and the implementation of the sale and purchase to the buyer has not been carried out, for example the certificate has not been completed behind the name to the buyer himself, not to another party and should not be given

<sup>3</sup> Lokakarya *Hukum Perikatan* yang diselenggarakan oleh Badan Pembinaan Hukum Nasional, Departemen Kehakiman

<sup>4</sup> *Ibid.*, p. 52-53.

with the right of substitution to safeguard deviant women.

Thus, according to the author, the power of attorney agreement in the sale and purchase agreement does not mean that it cannot be revoked. This means that the parties can revoke / withdraw their power if the parties agree to it or for reasons that are stated by law to be sufficient for that, then the agreement that has been made, with the present agreement becomes invalid or has no legal force.<sup>5</sup>

## 2. **Barriers and Solutions that arise against the exercise of absolute power in the sale and purchase agreement prior to the making of the Sale and Purchase Deed**

The sale and purchase agreement deed is the initial stage before the sale and purchase legal act is carried out. To comply with the provisions of Article 37 PP. No. 24 of 1997, the Sale and Purchase Agreement Deed must be followed up with a legal act of sale and purchase carried out before the Authorized Land Deed Maker by making what is called a Sale and Purchase Deed, the form of which has been stipulated by the Minister. Thus, by making the Sale and Purchase Deed, the legal act of transferring the right can be registered at the local Land Office.

Absolute power in the PPJB deed is an inseparable part of the sale and purchase agreement or the principal agreement, which is when the principal agreement has been fulfilled ("provided that there remains the interest that receives the power of attorney"), or the formal conditions have been met. will be followed up with a legal act of sale and purchase carried out before the competent PPAT.

Thus, it is not against Article 37 PP. No. 24 of 1997 which stipulates that the transfer of land rights must be proven

by a deed made by the competent PPAT. And it can also be emphasized that such power is not an absolute power prohibited as stated in the Instruction of the Minister of Home Affairs Number 14 of 1982 concerning the Prohibition of Using Absolute Power as Transfer of Rights to Land. Meanwhile, the provisions of Article 38 PP. No. 24 of 1997 regarding the parties who must be present in the making of the Sale and Purchase Deed, then in making the sale and purchase deed by PPAT 'on the basis of the PPJB Deed, the buyer / second party can act in two capacities, namely first as the seller / first party and second as the buyer himself / the second party.

As has been explained above, that the granting of absolute power which is essentially a transfer of rights to land, must not be an independent power grant, in the form of granting power which should be carried out or processed according to the provisions in Article 37. PP. Number 24 of 1997 concerning land registration and applicable Agrarian laws.

## C. CLOSING

- a. The granting of absolute power here is carried out by the seller / first party to the buyer / second party. Thus, the absolute power of attorney here is intended for the interests of the recipient of the power of attorney, so that the obligations of the buyer / second party as the recipient of the power of attorney have been carried out and hereby the rights of the seller / the first party as the power grantor can be fulfilled immediately This means that the seller / first party now only has obligations and the buyer / second party is only waiting for their rights to be exercised or fulfilled. the agreement to grant such power of attorney is not included in the absolute prohibited power of attorney.
- b. The granting of absolute power, which is essentially a transfer of rights over land, must not be an independent power grant,

---

<sup>5</sup> R. Subekti, 1990, *Hukum Perjanjian*, PT. Intermasa, Jakarta, p. 80.

in the form of granting of power which should be carried out or processed based on the provisions in Article 37 PP.

Number 24 of 1997 concerning land registration and applicable Agrarian laws.

### **BIBLIOGRAPHY**

Harahap. M. Yahya, 1986, *Segi-segi Hukum Perjanjian*, Bandung Alumni, Bandung.

Workshop, 1985, Engagement Law, organized by the National Law Development Agency of the Ministry of Justice, Jakarta

Subekti, R, 1990, *Hukum Perjanjian*, PT. Intermasa, Jakarta.

Sutan Remy Sjahdeini, 1993, *Kebebasan Berkontrak Dan Perlindungan Yang Seimbang Bagi Para Pihak Dalam Perjanjian Kredit Bank Di Indonesia* (Disertasi), Institut Bankir Indonesia, Jakarta.