

The Role of PPAT in Making the Deed of Sale and Purchase and the Authorized to Sell Certified Land

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Abstract. *This study aims to identify and analyze the role and authority of the Land Deed Making Official (PPAT) in making the deed of sale and purchase and the power of attorney to sell certified land rights and the obstacles and solutions faced by the Land Deed Making Official (PPAT) in making the deed of sale and purchase and deed of power of attorney to sell certified land rights. The use of the sociological juridical approach in legal research is due to the fact that the problems studied are closely related to juridical and sociological factors. The analytical knife in answering the problem formulation uses the theory of legal certainty and the theory of authority. The Role and Authority of the Land Deed Making Official (PPAT) in the making of the Sale and Purchase Deed (AJB) and the Authorized Deed to Sell Certified Land Rights in Rembang Regency, namely the Preparation of the Sale and Purchase Deed and the implementation of the AJB. In making the PPAT deed, the parties who carry out legal actions regarding Land Rights and Ownership Rights to Flat Units must be present before PPAT to convey the aims and objectives to PPAT. Obstacles faced by Land Deed Making Officials (PPAT) in making the Deed of Sale and Purchase and the Authorized Deed to Sell Certified Land Rights in Rembang Regency in the event of a default or unlawful act committed by one of the parties. The occurrence of these obstacles, then PPAT can provide solutions to the parties to deliberation first in resolving the problem.*

Keywords: Certified; Land; Purchase; Sale.

1. Introduction

The Unitary State of the Republic of Indonesia is a legal state based on Pancasila

and the 1945 Constitution of the Republic of Indonesia (UUD 1945), where a law has a very important meaning for the Republic of Indonesia, because it is a guideline in human behavior in a social context and has the goal of bringing about change in social life.¹

In Indonesia, soil is essential for life to take place. In Act No. 2 of 2014 concerning Amendments to Act No. 30 of 2004 concerning Notary Positions (UUJN), it is explained that Notaries/PPATs are public officials authorized to make authentic deeds and have other authorities as referred to in this law or based on other laws.²

Since the issuance of Act No. 5 of 1960 concerning Basic Regulations on Agrarian Principles (hereinafter abbreviated as UUPA) a Government Regulation Number 37 of 1998 concerning the Position of Land Deed Maker Officials (PPAT) has been issued (hereinafter abbreviated as PP No. 37 of 1998), as a complement to the Government Regulation on Land Registration and has been promised in Government Regulation Number 24 of 1997 concerning Land Registration (hereinafter abbreviated as PP No. 24 of 1997) Article 7, the duties and scope of PPAT's positions are clearer and more detailed. The sale and purchase of land is regulated in the LoGA, which is further regulated in Government Regulation no. 10 of 1961 concerning the Implementing Regulations of the LoGA.³

According to civil law, the sale and purchase of land is considered to have taken place by reaching an agreement between the seller and the buyer even though the rights, namely in the form of a land certificate, have not been submitted and the agreed price has not been paid in full. The sale and purchase has a consensual nature as stipulated in Article 1458 of the Civil Code. The rights to the land sold have just transferred to the buyer by carrying out another legal act called "jurisdictional surrender" as contained in Article 1459 of the Civil Code.⁴

Taking into account the importance of registering the transfer of land rights, especially due to buying and selling, it must be carried out in accordance with the provisions of the applicable legal regulations. The binding sale and purchase must be clear so that the process of transferring land rights can be carried out at the Land Office, a Sale and Purchase Deed is needed as evidence that the sale

¹Putu Arya Bagus Utama, dkk, "Perjanjian Pengikatan Jual Beli Hak Atas Tanah sebagai Dasar Pembuatan Akta Jual Beli Dihadapan PPAT", *Jurnal Preferensi Hukum*, Vol. 2 No. 1, February 2021, p. 177

²Aulia Gumilang Rosadi, "Tanggung Jawab Notaris dalam Sengketa Para Pihak terkait Akta Perjanjian Pengikatan Jual Beli (PPJB) yang Dibuatnya", *Jurnal Cendekia Hukum*, Vol. 5 No. 2, March 2020, p. 244

³Baharudin, "Kewenangan Pejabat Pembuat Akta Tanah (PPAT dalam Proses Jual Beli Tanah", *Jurnal Keadilan Progresif*, Vol. 5 No. 1, March 2014, p. 89

⁴Harun Al Rashid, (1987), *Sekilas Tentang Jual Beli Tanah*, Ghalia Indonesia, Jakarta. p. 52.

and purchase of land has occurred. However, in reality there is a sale and purchase of land for which PPAT cannot immediately make a land sale and purchase deed. This is because the buying and selling process requires other legal actions before the registration of the transfer of land rights is carried out. To guarantee the legal certainty of buying and selling land, which still requires other legal actions, generally binding the sale and purchase into a deed. This is so that each party gets legal protection for the sale and purchase of land carried out. The binding deed of sale and purchase of land cannot be used as the basis for land registration because basically it is still temporary before the land in question is completed in the sale and purchase process, because the conditions for registering the transfer of land rights are the Sale and Purchase Deed made before the Land Deed Maker Official.⁵

Based on the laws and regulations, the implementation of the sale and purchase of land rights must be carried out before the PPAT. This needs to be done by both parties as evidence that there has been a sale and purchase transaction of land rights where the PPAT makes a deed of sale and who registers it at the local land office according to the location of the land. In the practice of buying and selling with the object of land rights, it is preceded by an agreement called the Binding Agreement on the Sale and Purchase of Land Rights or what in practical terms is called PPJB-HAT.⁶

The binding sale and purchase (PJB) of land between the parties can be done through an underhand deed or it can also be done through a deed made before a notary. The binding of the sale and purchase of land with the status of a Certificate of Ownership is an initial legal act that precedes the legal act of buying and selling land. The notary has the authority to make a binding deed of sale and purchase of land with the status of a Certificate of Ownership (SHM) but is not authorized to make an authentic deed of sale and purchase of land with a certificate of ownership rights (AJB), because the authority to make a deed of Sale and Purchase of Land (AJB) with a certificate of Ownership belongs to the PPAT.⁷

Based on these events, PPAT has the right and is obliged to prepare a deed of change of ownership (transfer of name) in the form of an authentic Sale and Purchase Deed (AJB), where the form and content have been determined by the applicable laws and regulations so that PPAT only fills in the available form of the deed. There are prerequisites that must be met before PPAT can ratify the

⁵Rifky Anggatiastara, "Akta Pengikatan Jual Beli Tanah Sebelum Dibuatnya Akta Pejabat Pembuat Akta Tanah", *Jurnal Notarius*, Vol. 13 No. 2, 2020, p. 891

⁶Pingkan Martina Manueke, "Jual Beli Tanah Yang Mempunyai Sertifikat Hak Atas Tanah Menurut Peraturan Pemerintah Nomor 24 Tahun 1997", *Jurnal Lex Privatum*, Vol. VI No. 5, July 2018, p. 150

⁷Patahna, (2009), *Problematika Notaris*, Rajawali, Jakarta. p. 21

process of buying and selling land by marking the release of AJB by the official concerned. These prerequisites include land rights that are traded and are legal land rights owned by the seller as evidenced by a land certificate or other legal evidence relating to the status of ownership or control over the land. In addition, the land being traded is not in dispute with other parties.⁸

The use of a power of attorney or the delegation of power from one person to another has become commonplace, its meaning is no longer only used by advocates/lawyers to their clients, but in everyday life the use of power of attorney often occurs with a simple process with the aim of making it easier business or task. Power of attorney is the authority to represent to take legal action in the interest of and on behalf of the power of attorney in the form of unilateral legal action. In the sense that the obligation to carry out achievements only lies with one party, namely the recipient of the power of attorney.⁹The real purpose of the power to sell is that the Notary/PPAT can immediately make the Deed of Sale and Purchase and then process the transfer of the certificate without having to be attended by the seller, because the seller has previously given the power to sell to the Notary.

Based on the description above, this research aims to know and analyze the role and authority of the Land Deed Making Official (PPAT) in making the deed of sale and purchase and the deed of power of attorney to sell certified land rights and the obstacles and solutions faced by the Land Deed Making Official (PPAT) in making the deed of sale and purchase and the deed of power of attorney to sell the rights on certified land.

2. Research Methods

This research method uses a sociological juridical approach. Sociological juridical research is legal research conducted by examining how reactions and interactions occur because legal expectations are often different from the reality that occurs in society, or it can be called a gap between *Das Sein* (facts/reality) and *Das Sollen* (norms/expectations). . The specification of this research is descriptive analysis, namely research that aims to provide an overview of the problems that occur in connection with the use of applicable laws and regulations. Sources of data and data collection methods using primary data obtained by means of interviews with resource persons who are considered to understand the research topic and secondary data obtained by reviewing the literature related to the research topic. The data that has been obtained is

⁸Dwi Hartiningsih, "Jual Beli Hak Atas Tanah Berdasarkan Akta Kuasa Menjual Notariil", *Jurnal Lex Renaissance*, Vol. 5 No. 3, July 2020. p. 697

⁹Herlien Budiono, "Perwakilan, Kuasa dan Pemberian Kuasa", *Majalah Renvoi*, Nomor 6.42.IV, 3 November 2016, p. 68

analyzed qualitatively which is described in quality in the form of coherent, orderly, logical, and non-overlapping sentences so as to facilitate understanding of the results of the analysis.

3. Results and Discussion

3.1. Role and Authority of Land Deed Making Official (PPAT) in Making Sale and Purchase Deed And the Deed of Authorization to Sell Certified Land Rights

In theory, land has economic value, so it can be seen the importance of land for people's lives. Land is very closely related to human life, because humans need land in addition to housing as well as for plantations, agriculture, animal husbandry, roads and other needs. In a legal sense, land is not only meant as the surface of the earth or the top layer of the earth, but includes the space above and below the earth's surface and every object that grows above and/or permanently attached to the earth's surface, including related to land ownership.¹⁰

The Land Deed Making Official is appointed by the government, in this case the National Land Agency with certain duties and authorities in order to serve the community's needs for a deed of transfer of land rights, deed of assignment of land rights, and deed of granting power of attorney to encumber mortgage rights as regulated in laws and regulations.¹¹ In this study, the author will discuss the sale and purchase of land.

In the process of buying and selling land, we often hear these two terms, PPJB and AJB. The two terms are the same agreement, but have different legal consequences. PPJB is a Sale and Purchase Binding Agreement, while AJB is a Sale and Purchase Deed. The main difference between the two is in the nature of their authentication. PPJB is the initial bond between the seller and the buyer of land that is under the hands or non-authentic deed. Non-authentic deed means a deed made only by the parties or prospective sellers and buyers, but does not involve notarization/PPAT. Due to its non-authentic nature, this causes PPJB not to bind the land as the object of the agreement, and of course, does not cause the transfer of land ownership from the seller to the buyer. Generally, PPJB regulates how the seller will sell his land to the buyer. However, this cannot be done because there are certain reasons. For example, the land is still under bank guarantee or other conditions are required for delivery. So, in a land sale and

¹⁰Yudhi Setiawan, (2009), *Instrumen Hukum Campuran (gemeenschapelijkrecht) Dalam Konsolidasi Tanah*, RajaGrafindo Persada, Jakarta, p. 161.

¹¹Jimly Asshiddiqie, "Independensi Dan Akuntabilitas Pejabat Pembuat Akta Tanah", *Majalah Renvoi*, Edition 3 June 2003. p. 31.

purchase transaction, prospective sellers and buyers are not required to make PPJB.

Unlike the case with PPJB, AJB is an authentic deed made by a Notary/PPAT and is a requirement in buying and selling land. With the AJB made by a Notary/PPAT, the land as the object of sale and purchase can be transferred or transferred from the seller to the buyer. The PPJB usually regulates certain conditions that must be met by the parties in order for AJB to be carried out. Thus, PPJB is an initial bond that is under the hand so that an authentic AJB can be carried out.

If one of the parties to the land sale and purchase transaction is unable to carry out the land sale and purchase transactions themselves, then that party can use the power of sale in the land sale and purchase transaction. The granting of power of attorney as formulated in Article 1792 of the Civil Code is an agreement between a person as the giver of power with another person as the recipient of the power of attorney, to carry out an act or action on behalf of the giver of the power of attorney. From this understanding in article 1792 of the Civil Code above, the nature of the grant of power of attorney is nothing but "representing" to the recipient of the power of attorney to manage and carry out the interests of the power of attorney. The power of attorney acts or acts as a representative or represents the power of attorney for and on behalf of the power of attorney.

The power to sell is valid if the power is expressly agreed upon and the power is given for the benefit of the recipient of the power of attorney and is an inseparable part of an agreement. The irrevocable power is important considering that upon the death of the power of attorney or the recipient of the power of attorney, the power will not end. In practice, it often happens that the buyer does not immediately make an AJB even though all the requirements are met. However, transferring it again to another party by making PPJB and the power to sell the second or commonly referred to as PPJB and the power to sell tiered. Because there is no provision that prohibits PPJB and the power to sell in stages.

Meanwhile, when referring to Article 37 paragraph (1) of PP No.24 of 1997 concerning Land Registration, after the fulfillment of the conditions referred to in the PPJB and the power to sell must be followed up by making AJB and then immediately registering the name transfer at the Land Office. So that legally the rights to the land have been transferred to the buyer. However, if the buyer makes a PPJB and has the power to sell it again to another party, the other party or the final buyer may not necessarily be able to process the transfer of land rights at the Land Office.

PPAT in carrying out its main task, namely making a deed, PPAT also has the task of submitting the deed made to the Rembang Regency Land Office for the

purpose of registering the transfer of land rights. With PPAT carrying out its duties and authorities well, then PPAT has carried out its function well, namely providing services to the community. In carrying out its duties and authorities, PPAT has several stages of work which include:¹²

- Preparation of the Deed of Sale and Purchase

In making the PPAT deed, the parties who carry out legal actions regarding Land Rights and Ownership Rights to Flat Units must be present before PPAT to convey the aims and objectives to PPAT. After conveying the aims and objectives to the PPAT, the parties are asked to complete the documents as an administrative requirement to be able to make a deed of sale and purchase. These conditions are often one of the obstacles in making a deed of sale and purchase.

The making of the deed of sale and purchase depends on the completeness of the conditions that must be met, if these conditions are complete and there are no obstacles, the making of the deed can be completed. Henceforth, PPAT is required to carry out an examination of the completeness of the documents to ensure the suitability of the data contained in the certificate of Land Rights or Property Rights to the Flats with the lists at the local land office by showing the original certificates. Before PPAT assists in registering changes in data on the transfer of land ownership rights to the Land Office, the PPAT deed must be signed by each party (seller-buyer) and also 2 (two) witnesses, in addition PPAT will read out the contents of the deed of sale and purchase which made before the parties and witnesses.

- Implementation of the Making of the Sale and Purchase Deed

The process of buying and selling Land Rights based on a Notary Selling Power of Attorney is no different from ordinary buying and selling. It's just that the file of Power of Attorney to Sell Notarial is added in its administration. Because they both use "acting and on behalf of". If there is a defect in the administration, it can be canceled.¹³In practice, there are still Notaries and PPATs who still make absolute power of attorney. In the process of transferring land rights with absolute power, it is certain to be rejected by the Land Office, because an absolute power of attorney is an irrevocable power of attorney/contrary to regulations. Whereas basically the power of attorney must be decided.

¹²Results of an interview with Mr. Muchammad Al Hilal as a Notary-PPAT in Rembang Regency, on March 16, 2022

¹³Ibid.

The PPJB deed and the power to sell are also inseparable partners. The two deeds do not contradict each other, even complement each other.¹⁴This also means that the PPJB and the selling power are one entity. The power to sell in PPJB aims to provide guarantees or protection to the recipient of the power of attorney (buyer), after the conditions required in the sale and purchase of land are met, to be able to carry out the rights that arise in the binding sale and purchase or sign the AJB yourself without the presence of the giver the power of attorney (seller) before the PPAT.

The power to sell in full will not end because of the reasons regulated in Article 1813 of the Civil Code, namely with the death of the giver of the power of attorney or the power of attorney. This is because the power to sell is an accessory that follows the main agreement and does not stand alone, which means that the granting of an absolute power of attorney clause is an inseparable right with the main agreement so that it is not included in the prohibition and cannot be revoked. This power to sell is made to guarantee the implementation of the rights of the buyer who has paid the selling price in full to the seller or for the benefit of the recipient of the power of attorney and there is no longer any interest in the seller's power to sell.

The existence of the power to sell, in signing the AJB the buyer does not need the presence of the seller anymore. The buyer legally represents the seller and represents himself. Unless the power to sell is made purely with the aim of selling an asset without being related to the PPJB deed. The pure selling power can be revoked by using a deed of revocation of power, in the event that the sale and purchase and transfer of names have not been carried out. And this kind of power is canceled automatically when the author of the power dies.

PPJB paid off, when making PPJB must be followed by the power to sell from the seller to the buyer. So when all the requirements have been met, there is no need for the presence of the seller because it is represented by the power of attorney who has given the power to sign the AJB itself which is made as a seller and as a buyer directly. The power to sell in PPJB is an irrevocable power of attorney.¹⁵

Based on the description above, PPAT in terms of making AJB has a clear role. Linton, an anthropologist, has developed role theory. Role theory describes social interactions in terms of actors who play according to what is defined by culture. In accordance with this theory, role expectations are shared understandings that guide individuals to behave in everyday life. In this case, PPAT which carries out its role to make AJB is accompanied by the conditions

¹⁴Kohar, (1984), *Notaris Berkomunikasi*, Alumni, Bandung, p.110.

¹⁵Results of an interview with Mr. Muchammad Al Hilal, Op.cit

that must be met in making AJB. In addition, in carrying out its role, PPAT also has a code of ethics that must be considered and obeyed so that things do not happen that can harm themselves and others.

In addition, the role of PPAT in carrying out its duties makes AJB with the power to sell also has legal certainty. Gustav Radbruch put forward 4 (four) basic things related to the meaning of legal certainty, namely:

- First, that the law is positive, meaning that the positive law is legislation. PPAT in carrying out its role as a deed maker, there are already statutory regulations, namely: Government Regulation Number 37 of 1998 concerning the Position Regulation of Land Deed Maker Officials.
- Second, that the law is based on facts, meaning that it is based on reality. PPAT carries out the role of making deeds as evidenced by the community's need to ensure ownership of their land through authentic deeds made by PPAT.
- Third, that the facts must be formulated in a clear way so as to avoid mistakes in meaning, as well as being easy to implement.
- Fourth, positive law should not be easily changed.

3.2. Obstacles and Solutions Faced by Land Deed Making Officials (PPAT) in Making Sale and Purchase Deeds and Authorized Deeds to Sell Certified Land Rights

Article 1457 of the Civil Code defines buying and selling as an agreement, where one party binds himself to provide an object, and the other party pays the agreed price. Based on Article 5 of the UUPA which states that the applicable land law in Indonesia is customary law, the concepts, principles, legal institutions, and customary law systems are used. The meaning of buying and selling land seen from customary law is the transfer of rights that have cash, clear, and real characteristics. Cash means that the transfer of rights and payments are carried out simultaneously. Clear means that the legal act of buying and selling is carried out before the PPAT who is authorized to make AJB.

However, sometimes the making of AJB cannot be carried out because there are requirements that have not been fulfilled by the parties, for example the price of the object being traded which has been agreed has not been paid in full, or because the certificate is still in process at the National Land Agency (BPN). Therefore, the parties usually first make a preliminary agreement called the Sale and Purchase Binding Agreement (PPJB). PPJB is made on the basis of the consensus of the parties, which in the PPJB contains the rights and obligations as well as the will of the parties to carry out the sale and purchase.

PPJB can be categorized into two types, namely paid PPJB and not paid off. PPJB paid off is PPJB which is made if the sale and purchase price has been paid in full by the buyer, but it is still not possible to make AJB, among others because sales and purchase taxes have not been paid, certificates are in the process of being processed, and other things. While PPJB not paid off is PPJB made if the payment for the price of the object being traded has not been paid in full by the buyer.¹⁶

Sales and purchases made with payments that have not been paid off, the making of PPJB becomes a significant thing to do considering from the PPJB we can find out what the rights and obligations of each party are. In addition, PPJB is considered important because it guarantees the interests of both parties. This interest, by Mr. Muchammad Al Hilal, is exemplified as follows: the interests of the buyer, for example regarding price determination, namely that the sale and purchase price that has been agreed and written in the PPJB will not change. As for the seller, the existence of PPJB guarantees certainty that the object being traded will actually be purchased by the buyer.¹⁷

PPJB made before a Notary, the authorization that is usually carried out is the granting of power to sell. There are Notaries who include the power to sell in the PPJB itself, some are also made in the form of a separate deed called the Deed of Power to Sell. The power to sell is a special power given by the seller to the buyer.

The granting of power of attorney to sell is standard in PPJB, which means that there must be a clause regarding the power to sell. The inclusion of a power to sell clause in the PPJB is allowed as long as the power to sell is not included in the absolute power of attorney which is prohibited from being used by laws and regulations. The grant of power of attorney to sell in PPJB in full is not included in the definition of absolute power which is prohibited because the power of attorney is made in the case not for the benefit of the power of attorney but for the interest of the power of attorney, which is the implementation of legal obligations by the power of attorney as the seller to the recipient of the power of attorney as the buyer because the price has been paid in full. Meanwhile, in PPJB where the sale and purchase transactions have not been paid off, according to Mr. Muchammad Al Hilal, the power to sell may be included, but on condition that it is necessary to write down explicitly that the power of attorney can only be exercised after the payment is paid off. If the payment of the agreed sale and

¹⁶Dewi Kurnia Putri, "Perbedaan Perjanjian Pengikatan Jual Beli Lunas Dengan Perjanjian Pengikatan Jual Beli Tidak Lunas", *Jurnal Akta*, Vol. 4, No. 4, 2017, p. 625.

¹⁷Op.cit

purchase price has not been paid off, the power of attorney cannot be exercised.¹⁸

Constraints experienced by PPAT in the implementation of making a deed of sale and purchase with the power to sell, namely the existence of default or unlawful acts committed by the recipient of the power of attorney. One party can be said to be in default (broke promise) if he does not carry out the contents of the contract (agreement). Even though the parties had previously agreed to implement it. Default of one of the parties in the agreement can be in the form of four types, including:

- Not doing what it was promised to do;
- Carry out what he promised, but not as promised;
- Did what he promised but was too late;
- Doing something that according to the agreement is not allowed to do.

Meanwhile, an act against the law as contained in Article 1365 of the Civil Code is defined as an act that results in harm to another person, where for his fault, the person who caused the loss is obliged to provide compensation. An act can be declared against the law if it meets the following four elements:

- The act must be against the law;
- The act must cause harm;
- The deed must be done wrong; and
- There must be a causal relationship between the act and the resulting loss.

The two forms of bad faith that have been briefly described above, are examples of cases that the author raises, where a person as a buyer has sold again the object in the PPJB (which he has agreed with the seller) to a third party, on the basis of the power to sell, even though the the buyer has not paid in full the sale and purchase price of the object in the PPJB. Based on the opinion of Mr. Muchammad Al Hilal obtained from the interview, the act can be categorized as a default as well as an act against the law.

¹⁸Ibid.

The buyer can be said to be in default because he does not do what he is promised to do, namely regarding the payment of the sale and purchase price of land and buildings belonging to the seller.

Meanwhile, the buyer can be said to have committed an act against the law because he has abused his rights as a beneficiary who is given the power to sell by the seller as the giver. The PPJB deed clearly states that the power to sell that is given to a new buyer has the power to apply if the buyer has paid in full the agreed sale and purchase price of land and buildings. However, the sale and purchase price has not been paid in full, the buyer in bad faith has sold the seller's land and building to a third party, that abuse of rights can also be categorized as an act against the law if the elements in Article 1365 of the Civil Code have been fulfilled. .

Acts against the law by the buyer must have harmed the seller and the authorizer. Therefore, it is necessary to provide legal protection to the seller as the party who is the victim and suffers a loss. Legal protection is a provision of protection given to legal subjects, regarding what things can be done in order to maintain or protect the interests and rights of the legal subject. Legal protection is classified into two forms, namely:

- Preventive protection, namely legal protection which has the aim of preventing disputes from occurring.
- Repressive protection, namely protection that functions to resolve disputes in the event of a dispute.

Preventive legal protection that can be given to the seller is in the form of requirements that are usually included in the agreement, such as asking the buyer to pay the agreed price settlement within a certain period of time, usually accompanied by a fine and cancellation conditions, for example if the party If the purchaser does not fulfill his obligations as agreed, then the PPJB will be canceled and usually the seller will return the down payment that has been paid by the buyer.

Preventive protection has been carried out when PPJB is made, namely by asking the buyer to pay off the agreed price within a certain period of time, as well as fines and cancellation conditions.

Meanwhile, repressive legal protection that can be done in this case is to resolve disputes that occur through litigation. Litigation is a way to resolve disputes between parties that are carried out before the court. Disputes arising on the basis of an agreement can be submitted to the District Court. PPJB which is the

basis of the lawsuit shows what the rights and obligations of the parties are, also related to the agreed provisions if things arise that are not in accordance with what has been agreed. In the lawsuit, in the petitum section the seller can request the cancellation of the agreement as well as the payment of compensation. If the court grants and the agreement is cancelled, then everything will be returned to its original state, as if there had never been a legal act of sale and purchase between the parties. Settlement of disputes through litigation is determined by court decisions and has permanent legal force.

Because the buyer has sold the seller's land and buildings to another party, the problems that arise between the two parties become more complicated so that preventive protection cannot run effectively. Repressive protection is needed, namely by resolving this dispute through litigation. The seller can file a lawsuit on the basis of default or tort to the District Court.

PPAT in dealing with obstacles when making AJB has a solution given to achieve justice. This shows that PPAT also carries out its responsibilities in carrying out its profession. According to Hans Kelsen in his theory of legal responsibility stating that a person is legally responsible for a certain act or that he bears legal responsibility, the subject means that he is responsible for a sanction in the event of a conflicting act.

Making AJB which has problems as the author described above, then PPAT is also responsible for the process of making the AJB. Hans Kelsen further divides the responsibility consisting of:¹⁹

- Individual accountability, namely an individual is responsible for the violations he/she commits;
- Collective liability means that an individual is responsible for an offense committed by another;
- Liability based on guilt means that an individual is responsible for a violation committed intentionally and presumably with the aim of causing harm;
- Absolute liability which means that an individual is responsible for the offense he committed because it was unintentional and unforeseen.

4. Conclusion

The role and authority of the Land Deed Making Official (PPAT) in making the Sale and Purchase Deed (AJB) and the Authorized Deed to Sell Land Rights that are certified in Rembang Regency, namely in the Preparation of the Sale and Purchase Deed and the implementation of the AJB. In making the PPAT deed, the

¹⁹Hans Kelsen, (2006). *Teori Hukum Murni*, Nuansa & Nusa Media, Bandung, p. 140

parties who carry out legal actions regarding Land Rights and Ownership Rights to Flat Units must be present before PPAT to convey the aims and objectives to PPAT. After conveying the aims and objectives to the PPAT, the parties are asked to complete the documents as an administrative requirement to be able to make a deed of sale and purchase. These conditions are often one of the obstacles in making a deed of sale and purchase. After the administrative requirements have been fulfilled by the parties and the original certificate of land rights has been checked for conformity at the Land Office of Rembang Regency and no problems are found, then PPAT can make a deed of sale and purchase as evidence that a legal act of buying and selling land rights has been carried out. Obstacles faced by Land Deed Making Officials (PPAT) in making the Deed of Sale and Purchase and the Authorized Deed to Sell Certified Land Rights in Rembang Regency in the event of a default or unlawful act committed by one of the parties. The occurrence of these obstacles, then PPAT can provide solutions to the parties to deliberation first in resolving the problem.

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