

The Contradiction of Imposing BPHTB on the Creation of Unpayment of PPJB with the Principle of Convenience

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Abstract. *This paper aims to analyze the imposition of tax on the acquisition of land and building rights (Bea Perolehan Hak atas Tanah dan Bangunan – BPHTB) after the signing of a Preliminary Sale and Purchase Agreement (Perjanjian Pengikatan Jual Beli – PPJB), particularly Unpayment of PPJB, based on the principle of convenience. This paper uses the doctrinal legal research method to study the imposition of BPHTB on Unpayment of PPJB based on the principle of convenience. The study employs secondary data in the form of primary and secondary legal materials to address the research questions. This study concludes that imposing BPHTB after signing Unpayment of PPJB goes against the principle of convenience introduced by Adam Smith and used as a tax concept worldwide. Imposing BPHTB at the time of Unpayment of PPJB clearly contradicts this principle because BPHTB is collected at an inappropriate time: when there has been no transfer of land rights from the seller to the buyer. This study is expected to contribute to the development of legal science, particularly in the domain of tax law. It is also hoped that this research will serve as a basis for policymakers to formulate regulations related to the collection of BPHTB on Unpayment of PPJB, in accordance with the principle of convenience. This study provides an analysis of the imposition of BPHTB on Unpayment of PPJB, based on the principle of convenience. A review of the extant literature reveals an absence of studies that specifically address this issue. This constitutes the novel aspect of this study.*

Keywords: BPHTB; Principle of Convenience; Unpayment of PPJB.

1. INTRODUCTION

In accordance with the principle of convenience, *Bea Perolehan Hak Atas Tanah dan Bangunan* – BPHTB, a tax levied on the acquisition of rights to land and/or buildings, should be imposed when a person acquires rights to land and/or buildings. The principle of convenience, as stated by Adam Smith in his book *Wealth of Nations*, states that taxes should be collected at the time and in the manner most convenient for the taxpayer, or at a time when the taxpayer is most likely to have sufficient funds to pay (Smith, 1937). The application of convenience principle in tax collection can be illustrated by the example of farmers being taxed on land and buildings. In such a case, it is appropriate for land and building taxes to be collected when the farmers have earned money, namely at harvest time (Bohari, 2010). Therefore, the most appropriate time to collect BPHTB is when an individual acquires rights to land and/or buildings, as this signifies an increase

in assets. Thus, the individual has the ability to pay taxes.

The following inquiry seeks to ascertain the manner in which BPHTB is imposed in Indonesia. The question arises as to whether BPHTB is imposed on individuals who have obtained rights to land and/or buildings in accordance with the principle of convenience. The acquisition of rights to land and/or buildings is a significant legal matter, and the precise moment of such acquisition is of crucial importance.

The regulations pertaining to BPHTB are codified in Law No. 1 of 2022 concerning Financial Relations between the Central Government and Local Governments (Law 1/2022). Article 49 letter a of Law 1/2022 stipulates that the BPHTB is payable in the case of the sale and purchase of land and/or buildings on the date of the signing of the Preliminary Sale and Purchase Agreement (*Perjanjian Pengikatan Jual Beli* – PPJB).

First, it is necessary to understand what a PPJB is. According to R. Subekti, a PPJB constitutes an agreement between the seller and the buyer prior to the execution of the sale and purchase transaction (Subekti, 1998). The necessity of such an agreement arises from the presence of certain elements that must be fulfilled prior to the consummation of the sale and purchase, such as the land certificate not yet being available due to its ongoing initial registration process (Subekti, 1998). Meanwhile, Herlien Budiono (as cited in Cipta et al., 2020, p. 896) defines PPJB as an assistance agreement that functions as a preliminary agreement in a free form. As elucidated by the two definitions of PPJB presented, the PPJB constitutes an agreement between the seller and buyer that obligates them to sell and purchase land and/or buildings. However, due to one or more reasons, the sale and purchase cannot be executed immediately, thus requiring a PPJB.

In essence, the sale and purchase of land and/or buildings should be documented in a Sale and Purchase Agreement (*Akta Jual Beli* – AJB), so that the transfer of rights to the land and/or buildings can be registered and the ownership changed from the seller to the buyer. This is as stipulated in Article 37 of Government Regulation Number 24 of 1997 concerning Land Registration (PP 24/1997), which states that the transfer of land rights through sale and purchase can only be registered if proven by a deed made by an authorized Land Deed Official (*Pejabat Pembuat Akta Tanah* – PPAT). As for the deed made by PPAT regarding sale and purchase is only AJB. Therefore, the transfer of land and/or buildings should be conducted through an AJB.

However, if there are certain reasons why the sale and purchase of land and/or buildings cannot be carried out with an AJB, it can be done with a PPJB. It is important to note that executing an AJB is only possible if certain requirements are met. For example, the transaction of land and/or buildings must be paid in full and cannot be paid in installments (Purnamasari, 2015). In this case, if the buyer is not yet able to immediately pay for the land and/or building to be purchased, a PPJB may be used so that the land in question will not be offered to other parties within the period specified in the PPJB and the buyer can pay the remaining price of the land within the agreed period.

Continuing with the question raised above, it is necessary to determine whether the transfer of rights to land and/or buildings occurred at the time of the PPJB. If such a transfer has taken place, the buyer would be liable for BPHTB in accordance with the principle of convenience. The present study will analyze this phenomenon.

There are two primary classifications of PPJB: *PPJB lunas* and *Unpayment of PPJB*. This paper will analyze *Unpayment of PPJB* solely. Why is the discussion limited to *Unpayment of PPJB* only? This is due to the distinct characteristics exhibited by *PPJB lunas* and *Unpayment of PPJB*. In the context of a *PPJB lunas*, the price of the land and/or building has been fully compensated (Vani, Ferdi, & Andora, 2024). In the event of a *Unpayment of PPJB*, only a portion of the total price of the land and/or building has been paid (Putri & Purnawan, 2017). This paper would like to focus to *Unpayment of PPJB* only, in which, the purchaser has not yet fully disbursed the total amount for the land and/or buildings.

Prior to further discourse, it would be worthwhile to question the pertinence of conducting this research. Adam Smith's Four Maxims represented an early effort to establish the foundations for a humane taxation system (Soyode & Emmanuel Oyedokun, 2019). This is reflected in the principle of convenience, one of the four principles in the four maxims, which considers the taxpayer's ability to pay taxes in determining the ideal time to collect taxes. Therefore, Indonesia, as a country that emphasizes social justice for its people, is certainly in line with the spirit of the principle of convenience, as it would be very unjust for someone to be forced to pay taxes when they do not have the ability to do so. In light of this, it is pertinent to undertake a review of the imposition of BPHTB on Unpayment of PPJB grounded in the principle of convenience. Therefore, this study is entitled The Contradiction of Imposing BPHTB on the Creation of *Unpayment of PPJB* with the Principle of Convenience.

2. RESEARCH METHODS

The research method employed in this paper is doctrinal legal research, in which the imposition of BPHTB at the time of *Unpayment of PPJB* has been signed is reviewed based on the principle of convenience. Data collection was carried out through document studies to obtain secondary data to answer the research questions. The secondary data used consisted of primary legal materials such as Law No. 1 of 2022 and secondary legal materials such as books and articles related to the principle of convenience. The collected secondary data was analyzed using qualitative methods. This paper provides a perspective on the imposition of BPHTB on *Unpayment of PPJB* based on the principle of convenience in tax collection.

3. RESULTS AND DISCUSSION

3.1 BPHTB Charges on *Unpayment of PPJB* Reviewed Based on The Principle of Convenience

The principle of convenience was first introduced by Adam Smith. Adam Smith, widely regarded as the Father of Economics, was among the prominent economists who significantly contributed to the establishment of modern economic thought (Almy, 2013). In his magnum opus, *Wealth of Nations*, Adam Smith (1937) articulated his philosophical underpinnings concerning the principles of taxation. These principles are commonly referred to as the Four Maxims.

One of the principles of The Four Maxims is the principle of convenience, in which Adam Smith states "Every tax ought to be levied at the time, or in the manner, in which it is most likely to be convenient for the contributor to pay it" (Smith, 1937, p. 778). According to the principle of convenience, the collection of taxes ought to be executed in a manner and at a time that is maximally convenient for the taxpayer (Soyode &

Emmanuel Oyedokun, 2019). Adam Smith, through his canon of convenience, stated that taxes should be collected at the right time, namely when it is most feasible for taxpayers to pay or when taxpayers are most likely to have the money to pay their taxes (Pudyatmoko, 2009). This phenomenon pertains to the capacity of taxpayers to meet their tax obligations when they have the financial means to do so, recognizing that each taxpayer's ability to pay varies (Pudyatmoko, 2009). Therefore, it is recommended that taxes be collected as close as possible to the moment or second when the relevant income is received (Mustaqiem, 2014).

Adam Smith provided an illustration of the most appropriate time to collect taxes by giving an example. Adam Smith stated that in the case of collecting taxes on rental income, taxes should be collected when the rental income has been received because at that time the taxpayer has the ability to pay the tax (Smith, 1937). That is to say, it is convenient to pay the tax when the funds to pay the tax are available, which, to use Adam Smith's words, means that the taxpayer has the wherewithal to pay (King, Case, & Roosa, 2018). Another example is that in agrarian countries, taxes should only be collected after the harvest has been completed (Soyode & Emmanuel Oyedokun, 2019). When harvest time arrives, farmers have the ability to pay taxes, namely by paying with the income from the sale of their harvest.

As demonstrated by Adam Smith's example, the temporal adjustment of taxation according to the principle of convenience can be aligned with the object of taxation. Object of taxation is the target of taxation. It is defined as a circumstance, event, or action that meets the legal requirements for taxation (Pudyatmoko, 2009). Object of taxation are based on circumstance, such as when a person earns income that is object to taxation under the law (Pudyatmoko, 2009). Object of taxation is based on certain events, such as death (Pudyatmoko, 2009). Death results in the opening of an inheritance, which involves transferring the deceased's property to their heirs. If the inheritance includes land, then, according to Article 44 of Law 1/2022, the transfer of land rights will be object to BPHTB. Certain actions within society can be object to taxation (Pudyatmoko, 2009). For instance, a loan agreement set forth in a written contract is object to stamp duty.

The temporal adjustment of taxation can be aligned with the object of taxation, as outlined by Calvin A. Kent during his testimony before the West Virginia Legislative Joint Select Committee on Tax Reform, wherein he expounded upon the fundamental principles of taxation, including the principle of convenience. Calvin A. Kent explained that, based on the principle of convenience, if tax is imposed on income, then tax must be collected when the income is earned (Kent, 2015). When tax is imposed based on sales, then tax must be paid when the transaction occurs (Kent, 2015). On the other hand, if the basis for taxation is wealth, such as gifts, inheritance, or property rights, then tax is imposed at the time of transfer (Kent, 2015).

In accordance with Calvin A. Kent's assertion that property tax is levied at the time of transfer, it is rational to impose BPHTB when there has been a transfer of rights to land and/or buildings. This phenomenon can be attributed to the inherent characteristics of BPHTB, which is a tax imposed on property. In accordance with the principle of convenience, which dictates that taxes should be imposed as close as possible to the time or moment when the relevant income is received (Mustaqiem, 2014), it is appropriate for BPHTB to be imposed at the time of transfer of rights to land and/or

buildings. This is predicated on the assumption that the transfer of rights to land and/or buildings is an indication of an increase in assets (wealth). Consequently, this signifies that the individual possesses the necessary means to fulfill their tax obligations or has the wherewithal to pay. Therefore, the principle of convenience dictates that BPHTB should be levied on the transfer of land and building rights.

Based on the principle of convenience, BPHTB should be imposed when there has been a transfer of rights to land and/or buildings. Therefore, the question arises as to whether rights to land and/or buildings have been transferred in instances when a *Unpayment of PPJB* is signed. In order to respond to this inquiry, it is necessary to refer to the pertinent agrarian laws and regulations.

Provisions relating to the transfer of land rights in the event of a sale and purchase can be found in Supreme Court Circular Letter Number 4 of 2016 (SEMA 4/2016). According to SEMA 4/2016, the transfer of land rights based on a PPJB occurs when the buyer pays the full price, takes possession of the property, and acts in good faith. However, SEMA 4/2016 is not binding because it only applies within the scope of the Supreme Court institution (Fajarwati, 2017). Therefore, merely meeting the requirements stipulated in SEMA 4/2016 is insufficient to prove that the transfer of land rights has occurred.

Reviewing the laws and regulations related to agrarian matters, there are no explicit provisions stating exactly when the transfer of rights to land and/or buildings occurs in the case of a sale and purchase. Consequently, the determination of the transfer of rights to land and/or buildings in a sale and purchase can be informed by customary law. In accordance with Law No. 5 of 1960 concerning Basic Agrarian Principles (Law 5/1960), the formulation of national agrarian law is to be based on customary law, provided as long as it does not conflict with national interests. Therefore, the principles of customary law can be used to determine the transfer of rights to land and/or buildings in sales and purchases.

The practice of selling under customary law encompasses three distinct meanings: *menjual gadai*, *menjual lepas*, and *menjual tahunan* (Sudiyat, 2012). *Menjual gadai* is a term used to describe the transfer of land ownership from one individual to another in exchange for a monetary sum (Haar, 1994). The individual who transfers the land reserves the right to reclaim it, provided that the initial amount received is reimbursed (Haar, 1994). The concept of *menjual lepas* signifies the transfer of land ownership from one individual to another, with the transferor receiving monetary compensation in exchange (Haar, 1994). In the context of *menjual lepas*, the seller relinquishes the right to redeem the property, thereby effectuating a permanent transfer (Haar, 1994). *Menjual tahunan* is a term used to describe the practice of transferring land ownership for a limited period, typically several harvest years, in exchange for payment (Haar, 1994). A landowner who has transferred their property retains the right to reacquire it without the necessity of pursuing specific legal proceedings (Haar, 1994).

A review of the definitions of sale in customary law reveals that *menjual lepas* is the appropriate equivalent in the context of modern-day buying and selling of land. This is due to the fact that current land sales are intended to transfer ownership of the land permanently from the seller to the buyer. Accordingly, it is imperative to examine the manner in which a *menjual lepas* is executed within the framework of customary law.

The concept of *menjual lepas* in the context of land transactions is deemed to have been

fulfilled when the following elements are satisfied (Sudiyat, 2012): The first component of the agreement is the establishment of a consensus between the parties; The second component is a pledge or sale and purchase contract that is made before the Head of the Adat Law Community; The third component is the payment by the buyer of the price of the land; The fourth component is the seller's willingness to transfer ownership of the land to the buyer. Pursuant to the fulfillment of these four elements, ownership of the land is transferred from the seller to the buyer, notwithstanding the absence of completion of the formal procedure for transferring the title (Sudiyat, 2012). The following inquiry is posed: does *Unpayment of PPJB* embody these four elements, thereby resulting in a transfer of land rights from the seller to the buyer?

The first element is agreement/consent. The concept of agreement or consent can be defined as follows: an agreement, also referred to as consent, is achieved when the seller agrees to sell their land to the buyer in exchange for a sum of money, while the buyer agrees to accept the transfer of rights to a plot of land in exchange for a sum of money that has been agreed upon. In the context of *Unpayment of PPJB*, the agreement that has been established is not an agreement/consent to sell and purchase land and/or buildings in the present moment, but rather an agreement/consent to sell and purchase land and/or buildings at a future date (Pompana, 2025). Consequently, the initial component of sale and purchase in customary law is not fulfilled by *Unpayment of PPJB*.

The second element pertains to the execution of the sale and purchase agreement before the Head of the Adat Law Community. In order for the legal action to be protected by law, it must be carried out before the Head of the Adat Law Community. The legal action is carried out before the Head of the Adat Law Community so that the Head of the Adat Law Community can witness the legal action and ensure that the legal action, in this case the sale and purchase, is carried out without violating the law (Perangin, 1991).

Legal actions carried out before the Head of the Adat Law Community engender transparency. This is known in customary law as the principle of *terang* (Wignjodipoero, 1995). In contemporary practice, the sale and purchase of land has undergone a process of modernization, including the principle of *terang*. The modernization process is evident in the transition from the stipulation that transactions must be executed in the presence of the Head of the Adat Law Community to the new mandate of their completion in the presence of a PPAT or Temporary PPAT (Salim & Sigit, 2021).

This transition occurred due to the implementation of Article 37, paragraph (1) of PP 24/1997, which required the transfer of land rights to be executed through a PPAT deed for registration at the land office. The government promulgated a regulation that effectively transferred the function of the Head of the Adat Law Community to the PPAT. The PPAT was designated as the party responsible for ensuring that sales and purchases were executed in accordance with the law. Conducting land sales and purchases through an AJB has been demonstrated to provide legal protection to buyers. The legal protection in question is predicated on the immediate transfer of ownership, which occurs as a result of the sale and purchase.

Therefore, in order to fulfill the principle of *terang* in sales and purchases, *Unpayment of PPJB* must be carried out in front of a PPAT or Temporary PPAT. Conversely, the term *Unpayment of PPJB* does not entail the involvement of either a PPAT or a Temporary PPAT. The *Unpayment of PPJB* is carried out in the presence of a notary public. It can thus be concluded that *Unpayment of PPJB* does not adhere to the principle of *terang* in

sales and purchases.

The third element is the buyer's payment of the land's price. In the context of the transfer of land rights, the seller is entitled to compensation, which is typically stipulated as a specific nominal amount agreed upon by both parties. It is possible that the buyer will only remit a portion of the total amount agreed upon. In customary law, the fulfillment of the payment obligation by the buyer is evidenced by the payment of any portion of the total agreed amount. The remaining balance that has not been settled will become a debt (Haar, 1994).

In the context of *Unpayment of PPJB*, there are two potential outcomes: either no payment has been made at all for the land and/or building, or a portion of the total amount of money due has been paid. In customary law, as delineated in the preceding paragraph, partial payment of the price of the land and/or building constitutes fulfillment of the third element, namely payment by the buyer. Thus, it can be posited that in the context of *Unpayment of PPJB*, the third element may or may not be fulfilled.

The fourth element is the seller's willingness to transfer ownership of the land to the buyer. The seller's willingness to transfer ownership of the land must occur concurrently with the transfer of money. In such cases, the transfer of funds and the transfer of land rights from the seller to the buyer are executed concurrently. In customary law, the occurrence of payment and transfer of land rights is referred to as the principle of *konkrit/ril* (Sudiyat, 2012).

In the context of *Unpayment of PPJB*, the seller is not yet willing to transfer ownership rights to the land; the seller only promises to sell the land using an AJB in front of a PPAT when the buyer has paid the full price of the land ("Perbedaan PPJB Lunas Dan Tidak Lunas," n.d.). Therefore, it can be concluded that *Unpayment of PPJB* does not comply with the fourth element of sale and purchase in customary law.

As can be inferred from the aforementioned analysis, *Unpayment of PPJB* does not meet the criteria of a sale and purchase. Therefore, the transfer of rights to land and/or buildings from the seller to the buyer has not yet occurred when *Unpayment of PPJB* is signed. Consequently, based on the principle of convenience, BPHTB should not be imposed at that time. This is due to the fact that at the time of signing *Unpayment of PPJB*, there had been no receipt of income. In this context, the receipt of income due to the increase in assets, manifesting as land and/or buildings, did not occur at the time of signing *Unpayment of PPJB*.

This indicates that at the time of signing the *Unpayment of PPJB*, the buyer, who was responsible for paying the BPHTB, lacked the financial resources or ability to do so. The principle of convenience dictates that the imposition of taxes ought not to be a source of undue burden upon the taxpayers. It is therefore deemed inappropriate to levy taxes at times and on individuals who are unable to pay taxes. In the context of land and building acquisitions, a *Unpayment of PPJB* denotes an individual's inability to procure the property at its full valuation. This suggests that the individual lacks the financial resources to purchase the property at its full price, and they may also face challenges in meeting their tax obligations. Consequently, the implementation of BPHTB in instances where *Unpayment of PPJB* has been signed appears to violate the principle of convenience.

3.2 The Middle Ground of The Budgetary Function and The Application of The Principle of Convenience

The Preamble to the 1945 Constitution of the Republic of Indonesia, in Paragraph 4, stipulates that the Indonesian State is obligated to protect all Indonesian people, promote general welfare, educate the nation, and participate in maintaining world order. In order to operate the government in pursuit of these objectives, the state undoubtedly requires revenue. Hence, taxation is a means by which the state acquires revenue.

The aforementioned paragraph delineates one of the primary functions of taxation, namely the budgetary function. According to Rochmat Soemitro (as cited in C. Susila Adiyanta, 2020, p. 175), the primary function of taxes is to maximize revenue collection for the state treasury, which is subsequently utilized to finance government expenditures. BPHTB is a levy imposed on the acquisition of rights to land and/or buildings that also serves a budgetary function. As stated in Article 4, paragraph (2) of Law 1/2022, BPHTB is collected by the local government in which the land is situated and subsequently utilized by said local governments to finance various public services and facilities, in addition to ensuring the continuity of essential public services. Nevertheless, the fundamental purpose of collecting BPHTB to support local governments in providing public services and other functions must still adhere to the principles of tax collection.

Beyond the mere imposition of taxes, the government, in devising policies related to taxation, particularly concerning BPHTB, is also required to adhere to principles of effective tax collection, of which one salient example is the principle of convenience. Consequently, in formulating policies pertaining to the imposition of BPHTB, the government is obligated to take into account an individual's ability to pay BPHTB at the stipulated time. The objective is to ensure that the government is not perceived as endeavoring to "tape water out of stones", (Muffee, 2023) that is, to attain an outcome that is not feasible. In the context of land and/or building purchase transactions, a potential rationale for opting for a *Unpayment of PPJB* over a *PPJB lunas* or *AJB* could be the absence of sufficient funds to fully purchase the desired property. Therefore, when an individual lacks the financial means to procure the rights to the land and/or building to be purchased, should that individual be subjected to taxation, in this case BPHTB, on land that has not yet been obtained?

In accordance with the principle of convenience, it is imperative that taxes are collected in a manner that provides the greatest convenience for taxpayers and tax authorities (Muffee, 2023). Therefore, it is imperative that the process be as painless and trouble-free as possible (Muffee, 2023). It is not reasonable for taxpayers to endure hardships when fulfilling their tax obligations. The obligation to remit BPHTB, even in circumstances where the purchaser is unable to pay the full price of land and/or building in question, stands in direct opposition to the fundamental principle of convenience. In such circumstances, taxpayers invariably experience financial strain due to their mandatory contribution to the BPHTB, which exceeds their ability to pay. This renders the prospect of making tax payments highly improbable, if not altogether unfeasible.

However, the Authors acknowledge the rationale underlying Article 49(a) of Law No. 1/2022, which stipulates that the BPHTB is due upon the signing of the PPJB in the context of a sale and purchase. Prior to the amendment of Article 90, paragraph (1), letter a of Law 28/2009 as outlined in Law 1/2022, the BPHTB was applicable in instances

of land and/or building transactions, effective from the date of the AJB's creation and endorsement. Through Constitutional Court Decision Number 117/PUU-XXI/2023, it can be known that the government amended the provisions in Law 28/2009 through Law 1/2022, as it recognized that the PPJB was being utilized as a legal loophole for individuals to purchase and sell land and/or buildings without having to pay BPHTB. The impact of this action was a significant decline in BPHTB revenue. Consequently, the government revised the regulations from the initial BPHTB in the case of land and/or building sales that was imposed when AJB to when PPJB, including *Unpayment of PPJB*.

It can be concluded that the government, through the provisions of the BPHTB in Law 1/2022, emphasizes the budgetary function of taxes, which is to generate maximum revenue for the state treasury. In the context of *Unpayment of PPJB*, the government expects individuals to pay taxes even when they are unable to pay in full for the land and/or building they wish to purchase. This should not be the case. It is incumbent upon the government to devise policies that are commensurate with the circumstances and capabilities of taxpayers. In addition to the consideration of budgetary functions, taxation policy must also take into account the principle of convenience, namely the most opportune moment for individuals to fulfill their tax obligations. A middle ground should be sought between the budgetary function of taxes and the principle of convenience so that both parties, namely the state as the recipient of taxes and the public as taxpayers, are satisfied. Therefore, it is incumbent upon the government to undertake a comprehensive review of the regulations pertaining to the imposition of BPHTB on *Unpayment of PPJB*. This review should aim to formulate policies that are congruent with the conditions and capabilities of taxpayers

4. CONCLUSION

This paper concludes that the imposition of BPHTB after the signing of *Unpayment of PPJB* is not in accordance with the principle of convenience. The principle of convenience dictates that taxpayers should find it convenient to pay taxes. This implies that tax payments on property must be made when there is a transfer of rights to land and/or buildings. The rationale behind this is that transfer of rights to land and/or buildings signifies an increase of wealth. Thus, it is convenient for taxpayers to pay taxes. Consequently, BPHTB should be imposed when there has been a transfer from the seller to the buyer. The *Unpayment of PPJB* does not result in the transfer of property rights to land and/or buildings. Therefore, according to the principle of convenience, BPHTB should not be levied after the signing of *Unpayment of PPJB*.

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