

The Legal Protection for Buyers of Land with Letter C Status in the Presence Land Deed Making Officer (PPAT)

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Abstract. *The purpose of this research is to analyze: 1) The process of making a deed of sale and purchase of land with Letter C status by the Land Deed Making Officer (PPAT). 2) Legal protection for the buyer of the sale and purchase of land that is still in Letter C status before the Land Deed Maker Official (PPAT). The approach method used in discussing this research problem was a sociological juridical approach. The specification of the research used is descriptive analytical research. The results of the study concluded: 1) The process of making a land sale and purchase deed with Letter C status by the Land Deed Maker Official (PPAT) is actually not much different from the sale and purchase of land that has been certified. However, in making a deed of sale and purchase of land with letter c status, a photocopy of Letter C must be attached, a quote from Letter C, a legalized statement of control and ownership of the land and explain that the person concerned controls the plot of land. After all the required documents have been fulfilled by the parties, the sale and purchase of land can be carried out before the PPAT. 2) Legal protection for the buyer of the sale and purchase of land that is still in Letter C status before the Land Deed Making Officer (PPAT) can be realized by making a Sale and Purchase Deed and the issuance of a certificate of land rights on behalf of the buyer. So that based on jurisprudence the buyer's land rights can be protected. These deed of sale and purchase and land certificates are a form of repressive protection.*

Keywords: Land; Letter C; Purchase; Sale.

1. Introduction

Soil is essential for life. Land can be of high economic value because everyone maintains and defends land as their place of residence, including a resource that

is very much needed at this time, so it is not surprising that land is the main source of the highest conflict at this time. Article 13 of Government Regulation Number 24 of 1997 also develops a registration of land which is about the certainty of a law in the person holding land rights, provides information to parties who will be interested, and for the sake of organizing an administrative order in the land institution. Therefore, it provides legal certainty and legal protection, if people who hold land rights related to each other are given a certificate of land rights.

The transfer of a property right to land rights due to a legal action that must be proven by a deed made by the official making the land deed (PPAT) unless the auction is proven by the minutes or minutes of the auction made by the official from the auction office. The transfer of ownership rights to land rights must be registered with the local district or city land office to be recorded in the land book and changes are made to the name of the owner in the certificate of the old land owner to the new owner. The process of transferring ownership rights to land due to buying and selling, exchanging grants, statements in the company's capital is regulated in Article 37 to Article 40 of government regulation Number 24 of 1997.

There are 2 (two) legal requirements for the sale and purchase of land rights for the sake of registering the transfer of rights. A material requirement is that the right holder is obliged to sell while the buyer fulfills the subject of the land right which will become an object of the sale and purchase. And the formal requirements for registration of ordering a sale and purchase right are made and in front of the official making the land deed which must be clearly proven. Prior to the UUPA regulations, land only obeyed western law, for example *Eigendom rights*, *earpcht rights*, *opstal rights*, the purpose of which was to guarantee legal certainty and to those who held it with evidence with a deed made by an official.

Article 2 of Government Regulation Number 24 of 1997 explains the principle that in achieving legal certainty in the transfer of land rights by way of buying and selling, the LoGA requires that every person registers land, but in reality, the community uses customary law as a daily transaction with a lease. Therefore, in the occurrence of a sale and purchase of a land according to the provisions of customary law, there will be no legal certainty regarding the condition of the land to the land owner, which will occur in a transition that has not been registered in order to obtain a land certificate with strong or real evidence.

Boedi Harsono also explained that the certificate as a strong means of proof is that as long as there are no objections, it must be accepted as true information. It is not determined that the certificate is the only proof, so it is still possible to

have other means of proof.¹Legal protection Letter C as written evidence based on Government Regulation Number 24 of 1997 Article 24 Paragraph (1) concerning Land Registration and in accordance with Article 1866 of the Civil Code concerning evidence, while at trial Letter C as written evidence that must be shown, will but other evidence must be included. Then, if it is intended for land registration, it must be proven by a deed of sale and purchase from PPAT. Based on the description above, the title of this research was chosen: Legal Protection for Buyers for the Sale and Purchase of Land with Letter C status in the presence of Land Deed Making Officials (PPAT).

2. Research Methods

The research method that would be used in this study was a sociological juridical approach, namely: legal research that uses secondary data as initial data, which was then followed by primary data or field data, in the form of interviews with PPAT to find relationships (correlation) between various symptoms or variables as a data collection tool consisting of document studies, observations and interviews.² The specifications of the research conducted by the author were classified as analytical descriptive research. Methods of data collection using library research and interview techniques. The method of data analysis was descriptive qualitative analytical.

3. Results and Discussion

3.1. The Process of Making a Deed of Sale and Purchase of Land with Letter C Status by Officials Maker Land Deed (PPAT)

The rapidly increasing demand for land coupled with the increasingly limited supply of land currently has a major impact on increasing the value and price of land. This has led to higher selling and buying of land. The sale and purchase of land is an agreement in which the party who owns the land, called the seller, promises and binds himself to surrender his rights to the land in question to another party, called the buyer. To guarantee legal certainty, order law and provide legal protection for the parties, it is necessary to study the sale and purchase of land that has not been registered or has not been certified. Critical theoretical thinking needs to be done in order to anticipate and prevent legal smuggling in the practice of transferring land rights by buying and selling.³

¹Boedi Harsono. 2008. *Hukum Agraria Indonesia*. Vol. 1. Jakarta: Djambatan. p. 10

²Bambang Sunggono. 2006. *Metode Penelitian Hukum*. Jakarta: Rajawali pers.p.75

³Andy Hartanto. 2014. *Karakteristik Jual Beli Tanah yang Belum Terdaftar Ha katas Tanahnya*. Surabaya: LaksBang Justisia. p. 83

Based on the understanding in Article 1457 of the Civil Code, buying and selling includes an agreement. The conditions for a valid agreement in accordance with Article 1320 of the Civil Code are the agreement of those who bind themselves, the ability to make an engagement, the existence of a certain thing, and a lawful cause. If the conditions regarding the agreement and skills (subjective conditions) are not met, then an agreement can be canceled, meaning that the agreement remains until a decision is made by the judge, whereas if the conditions regarding a certain matter and a lawful cause (objective conditions) are not met, then the agreement is null and void, meaning that from the start it is considered that there is no agreement.

Buying and selling is a legal act of transferring land rights by the seller, which is carried out simultaneously with the payment of the price by the seller-buyers who are clear, cash and real. Clear means that buying and selling is carried out before the Land Deed Making Officer (PPAT) before being carried out before the village head or customary head, while cash means that payments are made simultaneously with the transfer of rights by the seller, and real means that the sale and purchase is a real act.⁴

The existence of Letter C which is used by some people as proof of land ownership is actually only proof of payment of taxes on customary land, or proof that the land has been registered as an object of tax and thus must be paid the tax. In the juridical context, the legal status of land that only uses other documents as proof of ownership of land rights is not strong, because it is not accommodated by the applicable Agrarian Law.⁵ So it can be concluded that the original Village Letter C book was at the Village/ Office, while the quotations in the form of *girik*, *petuk* D, *kekitir* were given to the land owner as proof of tax payments.

Land disputes that often occur in the community stem from the lack of evidence of ownership of land originating from customary land. One of the signs of evidence is in the form of Letter C/*Girik*, *Petuk* D or *Ketitir* and its existence is still recognized today. Letter C was used by the people of the Dutch colonial era until before the 1960s. In the past, people thought that Letter C was proof of legal ownership of the land they were controlling. For every person who has evidence in the form of Letter C/*Girik*, *Petuk* D or *Ketitir* on behalf of the person in control,

⁴Dyara Radhite Oryza Fea. 2018. *Panduan Mengurus Tanah Rumah dan Perizinannya*. Yogyakarta: Legality. p.209

⁵Egga Anggara. *Problem Jual Beli Tanah Berstatus Letter C Studi Kasus Di Kecamatan Slogohimo Kabupaten Wonogiri*. *Naskah Publikasi*. Universitas Muhammadiyah Surakarta, 2016. p.2

then he is the one who has legal certainty of the rights to the land he controls, unless it can be proven otherwise.⁶

PPAT is a public official who is authorized to make a deed of transfer of land rights and other deeds in the context of imposing land rights, the form of which has been determined, as evidence that certain legal actions have been carried out. PPAT's authority based on Government Regulation Number 37 of 1998 is to make authentic deeds regarding certain legal actions regarding land rights or property rights over flat units. Legal acts as referred to as buying and selling.⁷

The sale and purchase of land rights must be carried out before the Land Deed Making Officer (PPAT), this is done to prove that there has been a sale and purchase transaction of land rights. The deed that has been made by the PPAT can be used as evidence that a legal event has occurred, especially the sale and purchase of land rights and to avoid disputes in the future. So the current practice of buying and selling land rights is expected to have legal certainty to guarantee these activities by way of land registration before the sale and purchase of land. With the registration of the land, the land owned will have strong evidence in the form of a land certificate.

The making of the deed of sale and purchase of land rights must be attended by the seller and the buyer who carried out the legal action concerned or his proxies and witnessed by at least 2 witnesses who meet the requirements to act as witnesses in the legal act. The witnesses testified regarding: the presence of the parties or their proxies, the existence of the documents referred to in the deed, and the implementation of the legal action by the parties concerned. Before the deed is signed, the Land Deed Making Officer (PPAT) is obliged to read it to the parties concerned and provide an explanation of the contents and purposes of making the deed, as well as the registration procedures that must be carried out further. The land deed issued by the Land Deed Making Officer is made in 2 pieces, all of which are original. One sheet is kept at the PPAT office, while the other sheet is submitted to the Head of the Land Office for the purpose of registering the transfer of rights. Meanwhile, the parties concerned are given a copy.⁸The making of a deed of sale and purchase of land that has not been certified in this case is still letter c, as has been explained in Article 39 paragraph (1) of PP Number 24 of 1997 are:

⁶Annisa Oktaviani P & Harjono. Kekuatan Pembuktian Surat Letter C dalam Pemeriksaan Sengketa Tanah di Persidangan (Studi Kasus Putusan Mahkamah Agung Perkara No: 816 K/Pdt/2016). *Journal Verstek*. Volume 7 No. 1 January-April 2019. p.42

⁷Riska Rahma Putri. Problematika Jual Beli Tanah Berstatus Letter C Yang Terdaftar pada Sertifikat (Studi Kasus di Notaris PPAT Ngadiman S.H..M.Kn) . *Jurnal Hukum Tata Negara*. Volume 7 No. 2 December 2021. p.255

⁸Interview with Ms. Meta. Notary / PPAT in Semarang Regency. January 14, 2022

- It must be accompanied by a proof of title or a Certificate from the Village/ Head stating that the person concerned controls the plot of land.
- A certificate stating that the land parcel in question has not been certified from the local Land Office or a certificate from the Village/ Head for land located in an area far from the location of the Land Office.

The process of making a land sale and purchase deed with Letter C status by the Land Deed Making Officer (PPAT), is carried out through several stages. These stages are:

- The seller and the buyer who have agreed on the price, then together go to the Head of the Neighborhood Association (RT) and the Head of the Citizens Association (RW) to notify about the sale and purchase of the land and then the Head of the village is involved in the buying and selling process;
- For sale and purchase of land with Letter C status, it must be carried out before the Village Head in the presence of witnesses including the Village apparatus and the people living next door.
- The sale and purchase of land that is still in letter c status must also be carried out before the PPAT by submitting the following documents:
 - The seller must submit:
 - ❖ Copy of Letter C
 - ❖ Quote Letter C
 - ❖ A statement of land tenure and ownership legalized by the Village Head and confirmed by the Head District. The statement contains a statement stating:
 - Justify the letter C.
 - Explain whether the land is residential land or agricultural land.
 - Explain who has these rights.
 - ❖ Certificate from the /District or Village Head explaining that the land is not in dispute.
 - ❖ A statement from the /District or Village Head that the land is not being traded to anyone and the land to be sold is not being pledged to other parties
 - ❖ Identity or Identity Card (KTP) of the seller along with the Family Card (KK). If the husband or wife of the owner of the land rights, one of them cannot be present at the time of signing the deed of sale and purchase before the PPAT, then there must be a letter of approval legalized by a Notary. Meanwhile, for land rights originating from inheritance, it is required for Indigenous Indonesian citizens to submit a copy (at the time of making the

original sale and purchase deed the letter must be brought) of the inheritance certificate signed and known by the RT, RW, Head village and Head District. Non-Indigenous Indonesian citizens must submit a copy (at the time of making the original sale and purchase deed or a copy of the letter must be brought) a certificate of inheritance made by a Notary or based on a court decision as determined by the Letter of the Director of Land Registration,

- Marriage Certificate, if the seller is married and if there is a marriage agreement, a copy of the marriage agreement certificate must be brought along with a divorce certificate if divorced.
 - Letter of Deposit BPHTB (Deposit Letter of Duty on Land and Building Rights).
 - The last year's tax return (SPPT) is in the form of land and building tax for a certain 1 (one) year with the object of tax in the form of land and buildings.
- The buyer submits:
- ❖ Identity or Identity Card (KTP) and Family Card (KK). This is to see if the buyer has the right to buy the land (Article 21 of the LoGA and Article 26 paragraph (2) of the LoGA).
 - ❖ Proof of payment of Customs on Acquisition of Land and Building Rights (BPHTB) based on Act No. 20 of 2000 concerning BPHTB Article 9 paragraph (1) that "When tax is payable on the acquisition of rights to land and or buildings for sale and purchase, it is from the date it was made and the signing of the deed and paragraph (2) The tax payable must be paid at the time of the acquisition of the rights as referred to in paragraph (1)".
 - ❖ Taxpayer Identification Number (NPWP), based on the Regulation of the Director General of Taxes Number PER-35/PJ/2008 dated September 9, 2008 concerning the Obligation of Ownership of NPWP in the Context of Transfer of Land/Building Rights.
 - ❖ Receipt for payment of sale and purchase price.⁹

The process of making a deed of sale for land that has not been certified is actually not much different from buying and selling land that has been certified, only that the requirements for the attached documents must be accompanied by a proof of rights or a Certificate from the Head of the Village/ which states that the person concerned controls the plot of land. . A certificate stating that the land parcel in question has not been certified from the local Land Office or a

⁹Ibid.

certificate from the Village/ Head for land located in an area far from the location of the Land Office. After all the required documents have been fulfilled by the parties, then the sale and purchase of land can be carried out before the PPAT.

According to Goenawan, there are 3 important requirements in registering a certificate application from buying and selling land that has not been certified as follows:

- A dispute-free letter issued and recognized by the local Head Village;
- Certificate of land history made by the local Head Village;
- Statement letter of physical possession of sporadic parcels of land signed by 2 witnesses. This letter must also be signed by the local Head Village.¹⁰

According to Hartanto, land that has not registered its ownership rights or has not been certified, has a higher legal risk and vulnerability if the transfer of rights is carried out through buying and selling. Therefore, the object of sale and purchase of land rights that have not been registered or not yet certified emphasizes the foresight and prudence of the buyer and the PPAT who makes the deed of sale and purchase of land, so that it is clear and clear that the seller is a legitimate party and has the right to sell. This is observed from the formal requirements attached to the rights to the land. On the other hand, the mechanism and procedure for buying and selling land rights that have not been registered are also different from land that has been registered or has a certificate.¹¹

According to Gustav Radbruch's theory of legal certainty, legal certainty is one of the goals of law and it can be said that legal certainty is part of efforts to achieve justice. Legal certainty itself has a tangible form, namely the implementation and enforcement of the law against an action that does not look at who the individual is doing. Through legal certainty, everyone is able to predict what he will experience if he takes a certain legal action.

Judging from the legal certainty theory above, the making of a deed of sale and purchase of land with letter c status before the PPAT Land Deed Maker Officer is aimed at realizing legal certainty over ownership of land rights. The deed of sale and purchase is a requirement to make a land certificate at the Land Office. The existence of land certificates is the main thing to ensure legal certainty over their land ownership in the future.

¹⁰Ita Sari Rahayu. Analisis Yuridis Fungsi Letter C Dalam Pelaksanaan Jual Beli Tanah Di Desa Ampelgading Kabupaten Pemalang. *Skripsi Hukum*. Universitas Negeri Semarang, 2016. p.103

¹¹Ibid., p.106

The legal consequences of the transfer of land rights due to buying and selling that have not been registered are legal according to law, if they meet the material requirements for buying and selling, namely clear and cash. In the transfer of land rights to buying and selling that have not been registered, it will arise as a result of other legal actions with a loss to the holder of land rights because there will be no occurrence of an event guaranteeing legal certainty with the provisions of land registration. As contained in Article 19 of the Basic Agrarian Law in accordance with Government Regulation Number 24 of 1997 concerning Land Registration. According to customary law, that the nature of cash, real and clear, it means that in order to take legal action, the buyer still needs the power of attorney from the seller and the sale and purchase is obliged to make a PPAT deed. In order to provide legal certainty to holders of land rights, an affirmation is given regarding the strength of proof of certificates which are declared as strong evidence by the Basic Agrarian Law (UUPA). Boedi Harsono stated that a certificate as a strong means of proof is that as long as there are no objections, it must be accepted as true information. It is not determined that the certificate is the only proof, so it is still possible to have other means of proof. Uploading a related certificate, namely the holder of the right to get something easily proven his rights and the strongest means of proof, is contained in Article 19 of the UUPA.¹²

Government Regulation Number 24 of 1997 concerning Land Registration Article 37 which requires the transfer of rights due to buying and selling can only be registered if it is made by PPAT but there is no sanction to the community if the transfer of land rights is carried out under the hands as well as sanctions given to PPAT if in period of 7 days does not register the deed he made to the Land Office for registration. The obligation imposed on PPAT is intended to provide legal certainty for its clients and to be able to carry out orderly land administration as one of the objectives of land registration. Based on the description above, it is very clear what has been said that legal certainty is only related to the existence of statutory law.¹³

3.2. Legal Protection for Buyers on the Sale and Purchase of Land with Letter C Status before the Land Deed Making Official (PPAT)

Land is one of God's gifts and creations, which must be protected and maintained properly. Land in Indonesia is protected under the 1945 Constitution. Article 33 paragraph (3) of the 1945 Constitution mandates the

¹²Grevi Nur Dewi. *Perlindungan Hukum Terhadap Jual Beli Hak Atas Tanah Yang Belum Terdaftar. Jurnal Hukum.* Universitas 17 August 1945 Surabaya. p.7

¹³Fajar Aditya Nugroho. *Perlindungan Hukum Bagi Pembeli Terhadap Jual Beli Hak Atas Tanah Yang Dilakukan Secara Di Bawah Tangan. Jurnal Hukum.* Faculty of Law, Universitas Brawijaya. Malang, 2017. p.15

state that everything related to land as part of the earth, water and natural resources contained therein in Indonesia must and must be mandatory to be managed and utilized for the greatest prosperity of the Indonesian people. In this case, every transfer and assignment of land rights that can be transferred and encumbered with rights, must be registered according to the laws and regulations. Government Regulation Number 24 of 1997 concerning Land Registration, states that land registration is carried out in order to provide strong legal certainty.¹⁴

Letter C is evidence in the form of land records located at the Village or Office. Evidence in the form of land records was obtained from the village office where the land was located. This letter C book is actually only used as a basis for tax collection records and the information regarding land in the letter C book is very incomplete and the recording method is not accurate so that it can trigger problems that arise in the future due to the lack of accurate data in the letter C book. the.¹⁵

The existence of Letter C, which is used by some people as proof of land ownership, is actually only proof of payment of taxes on customary land, or proof that the land has been registered as a tax object and thus must pay the tax. In the juridical context, the legal status of land that only uses other documents as proof of ownership of land rights is not strong, because it is not accommodated by the applicable UPPA. The status of land that has the legal force of Letter C often triggers disputes because it often happens that someone controls or cultivates the land but the certificate of land rights is actually in the name of another person, land whose ownership rights have not been registered or not yet certified, has a higher legal risk and vulnerability.¹⁶

According to the UUPA, land ownership must be controlled by a land right based on a certificate, thus evidence of Letter C cannot be equated with a certificate of land rights, the position of the certificate is higher than that of Letter C, because the certificate is proof of ownership of proof of ownership of land rights. strong.¹⁷The letter C quotation is found at the Village Office, while the parent of the Letter C quotation is found at the Land and Building Tax Service Office. Currently, with the Basic Agrarian Law which was followed up by Government Regulation Number 10 of 1961 which was later replaced by Government Regulation Number 24 of 1997, it is no longer possible to issue

¹⁴Triska Rahma Putri. Op.cit p.88

¹⁵Apit Rina Palupi. Djumaidi. Analisis Praktik Jual Beli Tanah Yang Berstatus Letter C Di Kecamatan Karanggayam Kabupaten Kebumen . *Jurnal Notarius*. Volume 12 No. 2 September 2019. p.953

¹⁶Fifian Leliana. Tinjauan Hukum Terhadap Permohonan Pembatalan Akta Jual Beli yang dibuat oleh Notaris/PPAT (Studi Kasus PT. Wahana Wijaya Lestari Realyti Dengan Yo Swie Tjin) *Jurnal Hukum*. Edition. 4 No. 3 September 2017. p.308-309

¹⁷Boedi Harsono. Op.cit. p. 337

rights that are subject to the Civil Code or which will be subject to the Civil Code to local customary law except to explain that these rights are customary rights.¹⁸

The transfer of land rights must be carried out before the PPAT, which is made with the PPAT deed and authorized to register with the land office in order to create legal protection for the parties concerned, namely the seller and the buyer. Protection against the seller, namely the protection that can be done is to ask the buyer to immediately pay the price of the object of the agreement within a certain period of time. Based on Article 1513 of the Civil Code, the buyer's main obligation is to pay the purchase price at the time and place as determined according to the agreement. However, if it is not specified at the time of making the agreement under Article 1514 of the Civil Code, the buyer must pay at the place and time at which the delivery must be made.

According to Philipus M. Hadjon's theory of legal protection, legal protection can be interpreted as a guarantee or certainty that someone will get what has become his or her rights and obligations, so that the person concerned feels safe. Legal protection is a universal concept of the rule of law. Legal protection is given if there are violations or actions that are contrary to the law by the government, whether the actions of the authorities who violate the law or formal regulations that have violated the interests of the community that must be considered. According to Philipus M. Hadjon, there are two kinds of legal protection facilities, namely preventive legal protection and repressive legal protection.

If examined from the theory of legal protection above, preventive protection for buyers can be carried out in the implementation of a sale and purchase agreement by examining the existence of proof of ownership of land rights which are the object of the agreement. Based on Article 1491 of the Civil Code, the Buyer can ask the seller to guarantee that the object of the agreement is in possession of which is sold in a safe and secure manner and guarantees from hidden defects.¹⁹ Preventive legal protection is regulated in Article 32 (1) and (2) of Government Regulation Number 24 of 1997 concerning land registration. This protection is given to the holder of land rights to carry out a good faith. The elements contained in the legal protection given to the holder of land rights to people who have good intentions, then the certificate holder will be controlled for real and continuously without a lawsuit or objection being filed against other parties.

Judging from the theory above, legal protection for buyers related to the sale

¹⁸Urip Santoso. 2009. *Hukum Agraria dan Hak-Hak Atas Tanah*. Jakarta: Prenada Media. p. 54

¹⁹Socha Tcefortin Indera Sakti. Perlindungan Hukum Bagi Para Pihak Dalam Perjanjian Jual Beli Tanah Letterc Di Bawah Tangan. *Jurnal Privat Law*. Volume VIII No. 1 January-June 2020. p.90

and purchase of land that is still in letter c status can also be realized by making a sale and purchase before the Land Deed Making Officer so that a land sale and purchase deed can be made. This land sale and purchase deed will be used during the process of land transfer and registration at the National Land Agency. In addition, the purpose of making a deed of sale and purchase before this PPAT is so that the sale and purchase of land with letter c status does not include acts under the hands. Even though it is not an underground act, this sale and purchase deed must be immediately registered as a certificate, so that legal protection of the status of ownership of land rights is strong. These deed of sale and purchase and land certificates are a form of repressive protection.

A repressive legal protection is legal protection for efforts to resolve disputes in court, so that based on jurisprudence the buyer's land rights can be protected. With land registration, you will get legal protection who feel you will not get interference and lawsuits from other parties. To guarantee legal certainty, the transfer of land rights through buying and selling is the need for formal requirements for sellers of land rights and also related to the procedure for the transfer of land rights. Even though it is still in letter c status, the sale and purchase must be proven by a deed made before the Land Deed Making Officer (PPAT).

4. Conclusion

The process of making a land sale and purchase deed with Letter C status by a Land Deed Making Officer (PPAT) is actually not much different from buying and selling land that is already certified. However, in making a deed of sale and purchase of land with letter c status, a photocopy of Letter C must be attached, a quote from Letter C, a legalized statement of control and ownership of the land and explain that the person concerned controls the plot of land. After all the required documents have been fulfilled by the parties, the sale and purchase of land can be carried out before the PPAT. Legal protection for the buyer of the sale and purchase of land that is still in Letter C status before the Land Deed Making Officer (PPAT) can be realized by making a Sale and Purchase Deed and the issuance of a certificate of land rights on behalf of the buyer. Legal protection for buyers can be realized by means of buying and selling in an open manner. Clear means that the sale and purchase of land is carried out in the presence of the Land Deed Making Official (PPAT). Preventive protection for buyers is carried out by examining the existence of proof of ownership of land rights which are the object of the agreement, while repressive legal protection is legal protection for efforts to resolve disputes in court. So that based on jurisprudence the buyer's land rights can be protected. These deed of sale and

purchase and land certificates are a form of repressive protection.

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Regulation:

- [1] 1945 Constitution
- [2] Act No. 5 of 1960 concerning Basic Regulations on Agrarian Principles
- [3] Civil Code (KUHperdata)
- [4] Government Regulation Number 24 of 1997 concerning Land Registration
- [5] Government Regulation Number 24 of 2016 Amendment to Government Regulation Number 37 of 1998 concerning the Regulation of the Position of the Official Making Land Deeds.
- [6] Presidential Regulation Number 10 of 2006 concerning the National Land Agency

Interview:

Interview with Ms. Meta. Notary / PPAT in Semarang Regency. January 14, 2022