JURNAL KONSTATERING
published by Master of Notary Law, Faculty of Law Sultan Agung Islamic University
Volume 1 No.1., April 2022 *The Legal Position of the Binding...(Ramadhani Hidayat)*
ISSN: 2828-4836

The Legal Position of the Binding Sale and Purchase Agreement of Land Rights Under The Hands that Have Been *Waarmerking*

Ramadhani Hidayat[*)]

[*)] Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, E-mail: hida10.ayat@gmail.com

Abstract. *This study aims to find out and learn about the Legal Position of Agreements Binding Sale and Purchase of Land Rights under Hands that have been Waarmerking which are products that arise from agreements/bindings that are broad in nature and are not limited by anything, as long as what was agreed by the parties involved bind himself not out of the statutory provisions. However, in its application in the community, the Contract Agreement for Sale and Purchase of Land Rights under the Hand is often interpreted as the sale and purchase of land rights that are in conformity with existing regulations. The approach method used in this thesis is sociological juridical by using primary data as the main data by conducting interviews with Mr. R. Bambang Anom Widyo Putro SH, M.Kn. Based on the research, it shows that according to Article 1320 of the Civil Code, an agreement/binding is considered perfect if it fulfills the conditions, namely the existence of an agreement, the ability to act, the existence of the agreed object and lawful reasons. This makes the binding sale and purchase agreement of private land rights to have perfection only within the limits of the agreement. Meanwhile, the transfer/acquisition of land rights has its own rules, Article 37 paragraph (1) PP No. 24 of 1997 concerning Land Registration requires that the transfer of rights over and apartment units can only be carried out if proven by the existence of a Deed of Sale and Purchase drawn up by the Making Official. Land Deed (PPAT).*

Keywords: Agreement; Binding; Waarmerking; Purchase.

1. Introduction

Based on Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia, the State of Indonesia is a state based on law. A state based on law is characterized by several principles, including that all actions or actions of a person, both individuals and groups, the people and the government, must be based on legal provisions and statutory regulations that existed before the action or action was carried out or based on applicable regulations.

The basic idea of a rule of law in both the concept of "rechtsstaat" and "the rule of law" is the main goal of protecting basic human rights. In the concept of rechtsstaat protection of basic rights is realized through the principle of legality. With this principle, the law must be positive, meaning that the law must be formed consciously and set forth in an official and definite form as enacted in Law Number 02 of 2014 concerning Amendments to Law no. 30 of 2004 concerning the Position of Notary.[1]

At present, the development of the era and the rapid progress of information technology are felt by the world. The State of Indonesia is a legal state based on Pancasila and the 1945 Constitution. The position of a Notary in Indonesia is indispensable, in the elucidation section of the Notary Office Law (UUJN) it is said about the importance of the existence of a Notary.[2]

Notaries as Public Officials are professionals whose statements should be reliable whose signatures and seals can provide guarantees and serve as strong evidence, as well as being independent parties in legal counseling without defects. In Article 1 point 1 of Law Number 30 of 2004 concerning the Position of Notary Public it is stated that a Notary is a public official authorized to make authentic deeds and other authorities as referred to in the Law on Notary Position.[3]

Notary is a public official appointed by the Government to assist the general public in making agreements that exist or arise in society. The need for this written agreement to be made before a Notary is to guarantee legal certainty for

[1]Bahder Johan Nasution, Application of Administrative Sanctions as a Means of Controlling Restrictions on Freedom of Action for Notaries, Journal of Recital Review, Vol. 2 No.1, 2020, p. 2.
[2]Irfan Iryadi, Position of Authentic Deeds in Relation to Citizens' Constitutional Rights. Journal of the Constitution, Vol. 15, No. 4 (2018) , p. 769.
[3]Endang Purwaningsih, Law Enforcement of the Position of Notary in Making Agreements Based on Pancasila in the Context of Legal Certainty, ADIL Journal: FH YARSI Journal of Law, Vol.2 No.3, 2011, p. 324.

the parties to the agreement. A written agreement made before a Notary is called a Deed. The aim is that the deed can be used as strong evidence if one day there is a dispute between the parties or there is a lawsuit from another party. Based on the description above, it is clear how important the function of the Notary deed is, therefore to prevent a deed from being invalid.[4]

The term or word of the deed in Dutch is called "acte" or "deed" and in English it is called "act" or "deed". According to Sudikno Mertokusumo, a deed is a signed letter containing events which form the basis of a right or engagement, which was made from the outset on purpose for proof.[5]

An authentic deed has perfect evidentiary power, that is, it is sufficient to stand alone, does not need to be added to other evidence, and its content is considered true as long as it is not proven otherwise. While the next deed is referred to as underhand deed or Onderhand act.[6]A private deed means a deed made by the interested parties themselves without the assistance of a public official with the intention of being used as evidence.[7]

In this case, we can all know that between authentic deeds and underhanded deeds have the same purpose, namely as a basis for proving in a case or the course of an incident. This is reinforced by the parties who made and signed the deeds having the same goals and agreements as regulations that must be obeyed by all parties who made and made the deeds. (das solen)

However, in court, if what is submitted as evidence is only a private deed considering the limited strength of evidence, then other evidence is still being sought to support it so that evidence is obtained which is considered sufficient to reach the truth according to law. "So an underhand deed can only be accepted as the beginning of written evidence (Article 1871 of the Civil Code) but according to that Article it does not explain what is meant by written evidence."[8]In Article 1902 of the Civil Code, conditions are set out when there is initial written evidence, that is, there must be a deed, the deed must be drawn up by the

[4]GH Lumban Tobing, Notary Office Regulations, Erlangga, Jakarta, 1992, p. 15.
[5]Sudikno Mertokusumo, Indonesian Civil Procedure Code, Liberty, Yogyakarta, 2006, p. 149,
[6]Bambang Sugeng AS and Sujayadi, Introduction to Civil Procedure Law and Examples of Litigation Documents, Kencana, Jakarta, 2012, p. 67.
[7]Djamanat Samosir, Civil Procedure Law, Stages of Settlement of Civil Cases, Nuansa Aulia, Bandung, 2011, p. 225.
[8]Meitinah, The Strength of Proving Underhanded Deeds That Have Obtained Legalization from Notaries, Journal of Law and Development, Vol. 36, No.4, 2006, p. 457- 458.

person against whom the charges are made or from the person he represents, and the deed must allow for the truth of the incident in question.[9]

With regard to the authority of a Notary as a Public Official, private documents can be strengthened through legalization and waarmarking (registers). The difference between the Register (*Waarmerking*) and Legalization is: "*Waarmerking*" only has the certainty of the date and there is no certainty of the signature while in legalization the signature is done in front of the person legalizing it, while for *Waarmerking*, at the time of *Waarmerking*, the letter has already been signed by the person concerned . So the person giving the *Waarmerking* does not know and therefore does not certify the signature.[10]

Registration of private letters or *Waarmerking* has not been regulated specifically and editorially, but regarding legalization can be found in Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public, in Article 15 paragraph (2) letter a declares that a Notary in his position has the authority to certify signatures and determine the certainty of the date of private documents by registering them in a special book. However, the application of private letters registered by a Notary has many problems, many people misunderstand, private letters registered by a notary have no clear legal basis, only regulated in the Notary Office Law. According to the contents of the article, the Notary is authorized,

Weaknesses of an underhand letter registered with a Notary are that the Notary does not know the contents of the underhanded letter and the letter is not intended for a particular crime. The notary is only authorized to register the letter without seeing or asking for clear information about the contents of the letter.

Actually, the proof for private documents that have been registered (*Waarmerking*) has no legal force against the *Waarmerking* itself, meaning that the legal force in the proof will be more perfect if the parties acknowledge the truth of their respective signatures, besides that the notary is not fully responsible for the legality the privately owned letter that has been registered, in

[9]R. Soegondo Notodisoerjo, Notary Law in Indonesia An Explanation, Print II, Raja Grafindo Persada, Jakarta, 1993, p.44.
[10]A. Pitlo, Proof and Expiration According to the Civil Code, (linguist by M. Isa Arief), Intermasa, Jakarta, 1986, p. 34

other words the letter is registered solely for the sole purpose of making the existence of the letter recognized by the state.[11]

From the explanation of the types of deed above and if it is associated with the position of the binding sale and purchase agreement (PPJB), namely as previously disclosed that the position of the binding sale and purchase agreement (PPJB) depends on how the binding sale and purchase agreement (PPJB) was made, then if the binding agreement Buying and selling (PPJB) made before or by a Notary, the deed of the Sale and Purchase Binding Agreement (PPJB) made will become a notarized deed and can be authentic.[12]

So the legal force in the sale and purchase binding agreement only depends on where the sale and purchase binding agreement is made, if not before a public official (notary) then it becomes a private deed. Whereas if it is made by or before a public official, the word becomes a notary deed that is authentic, even though it is done under the hand but still has the force of law, namely in accordance with the provisions of Article 1338 of the Civil Code where the agreement made and agreed becomes a law. for those who make it.[13]However, all parties who commit themselves must not omit the basic concept of the engagement itself.

2. Research Methods

This research and the preparation of this thesis, the authors use sociological juridical methods. Juridical is used to analyze the laws and regulations related to the implementation of making notarial deeds that apply in Indonesia. While sociology is used to analyze the application of laws and regulations regarding the implementation of making notarial deeds that apply in Indonesia. Thus the sociological juridical approach is a legal research method that is used in an effort to see and analyze a real rule of law and analyze how a rule of law works in society.

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. That is, the object of the problem studied here does not only concern the

[11]Sita Arini Umbas, 2017, "State of Deeds Under Hand That Have Been Legalized by Notaries in Evidence in Court", Journal of the Faculty of Law of Samratulangi Vol. 6, No. 1,
[12]Ibid., p. 518
[13]Ibid., p. 518

problems regulated in laws and regulations, but the problems studied are also related to sociological factors.

3. Results and Discussion

3.1. Legal Standing of the Contract of Sale and Purchase of Underhanded Land Rights that have been *Waarmerking*

Position means status, whether for a person, place, or thing. The Big Indonesian Dictionary of position is often distinguished between the notion of position (status) and social position (social status). Position is defined as a person's place or position in a social group, while social position is a person's place in his social environment, as well as rights and obligations. Both terms have the same meaning and are described by position (status) only.

The legal position has an understanding that where a legal subject or legal object is located. By having a position, legal subjects or legal objects can take action and authority according to their status. In Latin terms, the legal position is called locus standi which means that a situation when a legal subject or legal object is considered to meet the requirements to submit an application for the settlement of a dispute that occurs.[14]

Thus, legal position is a status or position in which a legal subject or legal object is placed so that it has a function and purpose. In addition, the legal position is a determinant of how legal subjects or legal objects can carry out activities that are permissible or not permissible.

Departing from the understanding of the legal position above, the binding sale and purchase agreement is one of the products of this legal position, in which the legal subject and legal object can perform an action that is permissible or not permissible according to applicable laws.

In fact, the sale and purchase binding agreement itself is not specifically regulated in statutory regulations, but is guided by general agreements and bindings regulated in the Civil Code (Burgerlijk Wetboek). Where this sale and purchase binding agreement can be said to be an agreement that gives the widest possible freedom to legal subjects to enter into agreements containing anything and in any form, as long as they do not violate statutory regulations, public order and decency.

[14]Ishaq, Fundamentals of Law, Jakarta: Sinar Graphic, 1990, p. 29

In the agreement according to the law, it is explained directly the conditions that must be fulfilled so that the agreement can be considered perfect and has legal force, namely those regulated in Article 1320 of the Civil Code as follows:[15]

a. There is an agreement (toesteming / permission) of both parties. What is meant by agreement is conformity in the statement of will between one or more people and other parties.

b. Action skills. Ability to act is the skill or ability to perform legal actions. Legal actions are actions that will cause legal consequences. The people who enter into the agreement must be people who are capable and authorized to carry out legal actions as determined by law. A person who is capable or of authority is a mature person. The size of maturity is 21 years old and married.

c. The existence of a thing or the object of the agreement (onderwerp der overeentskoms). In various literatures it is stated that the object of the agreement is achievement (subject to the agreement). Performance is what is the debtor's obligation and what is the creditor's right. Achievement consists of giving something, doing something, and not doing something. For example, the sale and purchase of a house that becomes an achievement or the subject of the agreement is to hand over the ownership rights to the house.

d. There is a halal clause (Geoorloofde oorzaak). The object of the agreement is an object that is not prohibited by law.

In fact, in Indonesia itself there are 2 (two) types of deed, namely authentic deed or deed made before a Deed Making Officer appointed by the Government or by another name Notarial Deed and Underhand Deed, deed made not in the presence of an authorized official or Notary, deed This is made and signed by the parties who made it. If an underhanded deed is not denied by the Parties, it means that they acknowledge and do not deny the truth of what is written on the underhanded deed, so that according to Article 1857 of the Civil Code the underhanded deed has the same evidentiary power as an Authentic Deed.[16]

In practice, many people do not understand how the practice of buying and selling land rights is in accordance with statutory provisions, where many people carry out the process of buying and selling land rights underhanded or conventionally. Meanwhile, according to PP No. 24 Article 37 paragraph (1) of 1997 concerning land registration, land registration can only be registered if it is

[15]Civil Code and Civil Code, Kindergarten: Pustaka Buana, 2015, p. 295.
[16]Civil Law Code Article 1857.

proven by a deed drawn up by the PPAT, hereinafter referred to as the Deed of Sale and Purchase.[17]

For this reason, the sale and purchase of land rights that is carried out is not based on the Deed of Sale and Purchase made by the PPAT, which can also be said to be a Binding Sale and Purchase Agreement, because its existence does not change or even have an impact on the transfer and acquisition of land rights. The scope is only binding on the sale and purchase agreement, not on the transfer procedure. The sale and purchase of land rights is not without reason, based on the results of research and research conducted by the author. The author finds the fact that the people, especially those in the area around where the writer lives, do not understand the concept of legal buying and selling and the tax burden that must be borne by both sellers and buyers, giving rise to practical thoughts in the practice of buying and selling land rights.

The basic concept of a land sale and purchase transaction is clear and cash. Clear, means done openly, clearly the object and subject of the owner, complete with documents and proof of ownership. Cash, means paid immediately and at once. Paid the taxes, signed the Deed of Sale, and then processed the name of the certificate back. However, in practice the concepts of light and cash often cannot be fulfilled. It has not been fulfilled, it does not mean that the transaction cannot be carried out, there are other instruments, namely the Deed of Sale and Purchase Binding Agreement ("PPJB") as a binder, as a sign that the sale and purchase transaction is finished, while waiting for what has not been settled. The requirements for the Sale and Purchase Deed have not been fulfilled, it could be because the payment has not been paid in installments, the certificate is still in the process of splitting or other processes, unable to pay taxes,[18]

According to R. Subekti, a binding sale and purchase agreement is an agreement between the seller and the buyer before the sale and purchase is carried out because there are elements that must be fulfilled for the sale and purchase.[19]

For some people who understand a little about the concept of an agreement, not a few of them have previously made a sale and purchase agreement

[17]Soedharyo Soimin, Status of Rights and Land Acquisition, Jakarta: Sinar Graphic, 2001, p. 87
[18]Rifky Anggatiastara Cipta, Ngadino, Adya Paramita Prabandari, DEEDS OF LAND SALE PURCHASE BEFORE MAKING OF OFFICIAL DEEDS OF MAKING OF LAND DEEDS, Journal of the Faculty of Law, Diponegoro University, Vol. 13 No. 2, 2020, p 894,
[19]R. Subekti, Agreement Law, (Jakarta: Intermasa, 2004), p. 75.

independently or underhand or at the Village Office, namely registering or *Waarmerking* the agreement while waiting for funds to make a Sale and Purchase Deed and payment tax. However, regarding the concept of Register or *Waarmerking* itself, many people still have misunderstandings regarding this matter. For this reason, the author wants to provide education to the general public regarding the position of binding agreements for sale and purchase of land rights that have been *Waarmerking*.

3.2. Contract Agreement for the sale and purchase of land rights under the hands that have been *Waarmerking*

*Waarmerking*is the action of a notary who keeps records of private deeds carried out by related parties. *Waarmerking* itself is carried out by a notary by entering it into a special book. It should be noted, the private deed in this process was not signed in front of a notary, so the signing and registration dates will of course be different. *Waarmerking* aims that the signed private deed as a form of agreement between the parties has been known by the notary to include the deed in a special book provided by the notary.[20]The authority of a notary over *Waarmerking* has been stipulated in Article 15 paragraph (2) Letter b of the Notary Office Law.

With regard to the authority of a Notary as a Public Official, private documents can be strengthened through legalization and waarmarking (registers). The difference between the Register (*Waarmerking*) and Legalization is: "*Waarmerking*" only has the certainty of the date and there is no certainty of the signature while in legalization the signature is done in front of the person legalizing it, while for *Waarmerking*, at the time of *Waarmerking*, the letter has already been signed by the person concerned . So the person giving the *Waarmerking* does not know and therefore does not certify the signature.[21]

Registration of private letters or *Waarmerking* has not been regulated specifically and editorially, but regarding legalization can be found in Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public, in Article 15 paragraph (2) letter a declares that a Notary in his position has the authority to certify signatures and

[20] https://blog.justika.com/docs-business/example-legalization-notary/accessed on 20 June 2022 at 19.00
[21]A. Pitlo, Proof and Expiration According to the Civil Code, (linguist by M. Isa Arief), Intermasa, Jakarta, 1986, p. 34

determine the certainty of the date of private documents by registering them in a special book. However, the application of private letters registered by a Notary has many problems, many people misunderstand, private letters registered by a notary have no clear legal basis, only regulated in the Notary Office Law. According to the contents of the article, the Notary is authorized,

Actually, the proof for private documents that have been registered (*Waarmerking*) has no legal force against the *Waarmerking* itself, meaning that the legal force in the proof will be more perfect if the parties acknowledge the truth of their respective signatures, besides that the notary is not fully responsible for the legality the privately owned letter that has been registered, in other words the letter is registered solely for the sole purpose of making the existence of the letter recognized by the state.[22]

Therefore, a sale and purchase agreement that is not drawn up by a Notary can also be said to be a binding agreement on the sale and purchase of land rights privately, because it does not have an impact on the transfer of land rights. And for the binding sale and purchase agreement on the waarmarking rights, it is only limited to the acknowledgment of the existence of the letter which is corroborated by the Notary, but the legal position will be more perfect if the parties acknowledge the existence of the contents and signatures of each party.

3.3. A binding sale and purchase agreement on private land rights that has been *Waarmerking* forms the basis for making a sale and purchase deed.

The basic concept of buying and selling itself is clear and cash, bright, means it is done openly, clearly the object and subject of the owner, complete with documents and proof of ownership. Whereas in cash, it means being paid immediately and at once, for the object, the taxes, the sale and purchase deed and the signature of the sale and purchase deed for the process of transferring the name from on behalf of the seller to the buyer.

However, not all elements of society understand and understand the concept of buying and selling land rights that are clear and cash, or even there are several factors that are the basis for the non-existence of cash and cash. Regarding the letters that may be underwriting rights, the nominal is not in accordance with

[22]Sita Arini Umbas, 2017, "State of Deeds Under Hand That Have Been Legalized by Notaries in Evidence in Court", Journal of the Faculty of Law of Samratulangi Vol. 6, No. 1,

the agreement or the method of payment is not cash or even the money for paying the tax burden does not yet exist. For this reason, sellers and buyers, in this case when there is an agreement, they often enter into a binding agreement on the sale and purchase of land rights to guarantee the rights and obligations of each party.

The binding sale and purchase agreement itself can be done through a private deed or can also be done through a deed drawn up by or before a notary. Here the author focuses on the binding sale and purchase agreement under the hand which is then *Waarmerking* by a Notary, whereby the Seller and the Buyer bind themselves in a letter to further register or *Waarmerking* by the Notary. From the explanation above, it is clear that the Notary is not responsible for the contents of the letter and its signature, but only records it in the appointed Notary's book.

As we all know, regarding the Binding Sale and Purchase Agreement of Underhanded Land Rights that has been *Waarmerking* has a very broad concept and is not limited to the purpose of buying and selling, but arises due to several factors and conditions from both the seller and the buyer. However, the Notary is not responsible for the contents and signature, limited only to writing in the Notary's register book.

So that the position of the binding sale and purchase agreement on land rights under the hand that has been *Waarmerking* can only be used as supporting evidence in making the sale and purchase deed by PPAT, so that the binding sale and purchase agreement can be considered as perfect evidence if all parties who bind themselves in the binding agreement The sale and purchase confirms the contents agreed upon and the signature affixed is guaranteed to be authentic.

However, in Article 37 paragraph (1) PP No. 24 of 1997 concerning Land Registration it is explained that, "the transfer of land rights and ownership rights to apartment units through buying and selling, exchange, grants, income within the company and legal acts of transferring rights others, except for the transfer of rights through an auction, can only be registered if proven by a deed drawn up by the authorized PPAT according to the provisions of the applicable laws and regulations."

The article explains that the transfer of land rights through buying and selling or otherwise can only be registered if it is proven by a deed drawn up by the

authorized PPAT. So that we can explain that, agreements binding sale and purchase of land rights under the hands or those made by a Notary cannot be used as a basis for registration for the transfer of said land, because both of them are not Deeds of Sale and Purchase made by the PPAT as an official appointed by government.

In other words, the deed of sale and purchase must be in accordance with the laws and regulations regarding the basis of buying and selling in general. In the sale and purchase of land rights, the terms of the agreement must also be fulfilled, that is, if there is an agreement, what is meant by an agreement is that the sale and purchase agreed is the sale and purchase of land. The skill in question is that the person carrying out the sale and purchase must be an adult and in a state of mind and sound mind. The existence of the object of the agreement, the object of the agreement in the sale and purchase of land rights in question is the land being traded is true. A lawful cause, what is meant by a lawful cause here is that the land being traded is not in trouble and is legally owned by the seller.

Based on Article 1457 of the Civil Code, buying and selling which is adhered to in the Civil Law is only obligatory, meaning that the new sale and purchase agreement places reciprocal rights and obligations between the two parties, or in other words the sale and purchase which is adhered to in the Civil Law has not transferred ownership rights as for the new property is transferred by handing over or levering.[23]Levering is a legal action taken to transfer property rights to goods from the seller to the buyer, this is in accordance with Article 1475 of the Civil Code which reads "Delivery is a transfer of goods that have been sold into the power and possession of the buyer". It can be concluded that a seller is obliged to hand over the goods he sells to the buyer directly, and this happens if both parties have agreed to a sale and purchase agreement.

As an agreement that is necessary in nature, the PPJB does not have a specific form based on Article 1320 of the Civil Code that an agreement is free in nature as long as it fulfills the four elements that have been limited by the Civil Code. PPJB can be made orally or in writing. If it is made in writing, the PPJB can be used as evidence in the event of a dispute. The binding sale and purchase (PJB) of land between the parties can be done through a private deed or can also be done through a deed drawn up before a notary. For land with a certificate of

[23]Loc. Cit, Soedharyo Soimin, p.86,

ownership rights (SHM) or land that does not yet have a certificate of ownership rights, the contract of sale and purchase can be made before a notary. The binding of sale and purchase of land with the status of Certificate of Ownership is the initial legal action that precedes the legal action of buying and selling land. So the binding of sale and purchase is different from the legal act of buying and selling land. The notary has the authority to make a deed of binding the sale and purchase of land with the status of a certificate of ownership but is not authorized to make an authentic deed of sale and purchase of land with a certificate of ownership (AJB), because the authority to make a deed of sale and purchase of land with a certificate of ownership lies with the official making the land deed. PPAT).[24]

4. Conclusion

Underhand Sale and Purchase Agreement is an agreement made by all parties who bind themselves in an agreement/binding personally, where the agreement is general, unlimited, made by the parties and is a law for those who are blind and in accordance with laws and regulations as the basis for its manufacture. Theoretically, binding agreements made privately are not included in notarial deeds or deeds drawn up by officials appointed by the Government. So that this private deed can be used as a basis for proof, it must be recognized by all parties who bind themselves to the deed. The binding agreement for the sale and purchase of underhanded land rights that has been Waarmarked itself is actually still the same concept as other underhanded sale and purchase agreements, where the agreement is registered or registered with a notary to be recorded in a notary's book. This is only limited to recording, the Notary is not responsible for the contents and signatures affixed therein. As well as the binding sale and purchase agreement itself is not the basis for making a Sale and Purchase Deed, but they between the seller and the buyer must be aware and present before the PPAT to later make a Sale and Purchase Deed by him, so that the Sale and Purchase Deed can only be opened by the PPAT when all parties are present appointed PPAT.

[24]Ramdan Harijanto, Obligations in the Sale and Purchase of Certified Land, (Jakarta: Science Library, 2010), p. 36

5. References

Journals:

[1] Cipta, Rifky Anggatiastara., Ngadino., & Prabandari, Adya Paramita.. (2020), "AKTA PENGIKATAN JUAL BELI TANAH SEBELUM DIBUATNYA AKTA PEJABAT PEMBUAT AKTA TANAH", *Jurnal Fakultas Hukum Unifersitas Diponegoro*, Vol. 13 No. 2,
[2] Iryadi, Irfan. (2018,) "Kedudukan Akta Otentik dalam Hubungannya dengan Hak Konstitusional Warga Negara", *Jurnal Konstitusi*, Vol. 15, No. 4, November 2018,
[3] Meitinah. (2006), "Kekuatan Pembuktian Akta Di Bawah Tangan Yang Telah memperoleh Legalisasi dari Notaris", *Jurnal Hukum dan Pembangunan*, Vol. 36, No.4, 2006,
[4] Nasution, Bahder Johan. (2020), "Penerapan Sanksi Administratif Sebagai Sarana Pengendali Pembatasan Terhadap Kebebasan Bertindak Bagi Notaris", *Jurnal Recital Review*, Vol. 2 No.1, January 2020,
[5] Purwaningsih, Endang. (2011), "Penegakan Hukum Jabatan Notaris dalam Pembuatan Perjanjian Berdasarkan Pancasila Dalam Rangka Kepastian Hukum", *Jurnal ADIL: Jurnal Hukum FH YARSI*, Vol.2 No.3, December 2011,
[6] Umbas, Sita Arini. (2017), "Kedudukan Akta Di Bawah Tangan Yang Telah Dilegalisasi Notaris Dalam Pembuktian Di Pengadilan", *Jurnal Fakultas Hukum Samratulangi*, Vol. 6, No. 1,

Books:

[1] Harijanto, Ramdan. 2010, *Kewajiban-Kewajiban dalam Pelaksanaan Jual Beli Tanah Bersertifikat*, Jakarta : Pustaka Ilmu,
[2] Ishaq. 1990, *Dasar-Dasar Ilmu Hukum*, Jakarta : Sinar Grafika,
[3] Mertokusumo, Sudikno. 2006, *Hukum Acara Perdata Indonesia*, Yogyakarta: Liberty,
[4] Notodisoerjo, R. Soegondo. 1993, *Hukum Notariat di Indonesia Suatu Penjelasan*, Cetakan II, Jakarta: Raja Grafindo Persada,
[5] Pitlo, A.. 1986, *Pembuktian dan Daluwarsa Menurut Kitab Undang-undang Hukum Perdata*, (ahli bahasa oleh M. Isa Arief), Jakarta : Intermasa,
[6] Samosir, Djamanat. 2011, *Hukum Acara Perdata, Tahap-Tahap Penyelesaian Perkara Perdata*, Bandung: Nuansa Aulia,
[7] Soimin, Soedharyo. 2001, *Status Hak dan Pembebasan Tanah*, Jakarta: Sinar Grafika,
[8] Subekti, R.. 2004, *Hukum Perjanjian*, Jakarta: Intermasa,

[9] Sugeng, Bambang., dan Sujayadi. 2012, *Pengantar Hukum Acara Perdata dan Contoh Dokumen Litigasi*, Jakarta: Kencana,
[10] Tobing , G.H. Lumban. 1992, *Peraturan Jabatan Notaris*, Jakarta: Erlangga,

Internet:

https://blog.justika.com/docs-business/example-legalization-notary/