

Legal certainty in the implementation of transfer of land sale and purchase rights without a PPAT deed in limbong village, north luwu regency

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Abstract. *This study aims to analyze the legal certainty of the implementation of the transfer of land sale and purchase rights without a deed from a Land Deed Making Official (PPAT) in Limbong Village, North Luwu Regency. This study uses an empirical juridical method with a legislative approach and a juridical-sociological approach. Primary data were obtained through observations and interviews with the village government, the community, and the North Luwu Regency Land Office, while secondary data were obtained from relevant laws and regulations, books, and scientific journals. The results of the study indicate a gap between social certainty and administrative certainty in the practice of land sales and purchases without a PPAT deed. A private sale and purchase agreement known or signed by the village government can serve as evidence of a legal relationship between the seller and the buyer, but does not replace the PPAT deed as a formal document for registering the transfer of land rights. This practice is influenced by limited legal knowledge, perceptions of the cost and complexity of procedures, community customs, and strong trust between the parties. This condition poses risks for buyers, especially in the event of a dispute or claim from a third party. Therefore, it is necessary to strengthen education and legal assistance through collaboration between the village government, PPAT, and the Land Office.*

Keywords: Buying; Certainty; Legal; Registration; Selling.

1. Introduction

Land is a legal object with both economic value and a strong social function. Therefore, legal relations regarding land cannot be viewed solely as a contractual relationship between seller and buyer, but also as a relationship that must be traced in land administration. Land registration serves to provide certainty regarding the subject, object, and legal relationship inherent in a plot of land. In this context, buying and selling is a crucial legal event because it can change the

rights holder and must ultimately be reflected in land registration data (Rosandi, 2016; Supriyadi, 2016).

The Basic Agrarian Principles establish land registration as an instrument to ensure legal certainty. This framework is further implemented through Government Regulation Number 24 of 1997 concerning Land Registration. Article 37 paragraph (1) establishes the PPAT deed as formal evidence for registering the transfer of rights due to sale and purchase. Thus, the PPAT deed serves as a liaison between the private legal actions of the parties and the land administration system. Dewi's (2010) research also shows that PPATs play a crucial role in combating the practice of underhand land sales and linking community transactions with registration at the land office.

Problems arise when communities perceive a sale and purchase agreement and a written statement signed before village officials as sufficient to transfer land rights. From a contract law perspective, an agreement between parties that meets the requirements of Article 1320 of the Civil Code can create a civil legal relationship. However, the validity of such an agreement does not necessarily imply the fulfillment of all administrative requirements for registering the transfer of land rights. Rosandi (2016) points out that unregistered land sales can raise protection issues for buyers, while Supriyadi (2016) emphasizes the importance of distinguishing between the agreement and the status of rights in the land system.

Previous literature has primarily addressed this issue from a normative perspective, focusing on the responsibilities of Land Deed Officials (PPATs), or on sales practices in specific regions. Dewi (2010), for example, examined the role of sub-district heads (Camat) as Land Deed Officials (PPATs) in combating underhand sales in Jepara. Aulia (2022) examined the precautionary principle of PPATs in the sale and purchase agreement process and its relationship to legal certainty. Rosandi (2016) examined the legal consequences of unregistered land rights sales. These studies are important, but they still leave room to examine how rural communities interpret underhand sales and how these practices directly impact land registration mechanisms.

This research offers novelty in this empirical aspect. The article's novelty lies not in the assertion that a Land Deed (PPAT) is required for registration, but rather in the identification of a "two-layer certainty gap": first, social certainty arising from agreement, witnesses, and village government recognition; second, administrative certainty that is only established when the transfer can be registered based on the required formal documents. In Limbong Village, these two forms of certainty have not yet converged. The community may consider the transaction complete, while in land administration, the name of the rights holder remains with the seller.

Field findings in this thesis indicate that this practice is influenced by limited legal knowledge, perceived costs, customs, and a strong sense of trust within the community. The Village Head of Limbong stated that the community still objects to using PPAT due to the cost and expects direct outreach from the Land Office. On the other hand, Land Office employees stated that village sales and purchase certificates cannot be used as a basis for changing the title and that some buyers subsequently face claims from the seller's heirs (Sari, 2025). These facts demonstrate that the problem is not only compliance with procedures, but also access, perceived costs, and legal culture.

Based on this, this article positions the village government not as a replacement for PPAT, but rather as a liaison institution in increasing public legal awareness. The village government can play a role in providing initial information, directing the community to PPAT, and collaborating with the Land Office. This approach is more realistic than simply stating that the community is obliged to use PPAT, as the effectiveness of the law is also influenced by the apparatus, facilities, the community, and legal culture. This study aims to analyze the legal certainty of the implementation of the transfer of land sale and purchase rights without a PPAT deed in Limbong Village, North Luwu Regency.

2. Research Methods

This research is an empirical legal study with a juridical-sociological approach and a statutory regulatory approach. The juridical-sociological approach is used to reconcile land law norms with the land sale and purchase practices taking place in Limbong Village, while the statutory regulatory approach is used to analyze the compliance of these practices with the UUPA, Government Regulation Number 24 of 1997 concerning Land Registration, and regulations concerning the position of PPAT. Primary data was obtained through observation and interviews in the thesis research, including with Tandi Sule, the Head of Limbong Village, and employees of the North Luwu Regency Land Office. Secondary data consisted of relevant laws and regulations, books, and journal articles. The data analysis technique used descriptive-qualitative analysis with the stages of data reduction, categorization of findings, interpretation, and testing the conformity between empirical facts and legal norms. The identities of informants and interview dates are maintained as stated in the thesis.

3. Results and Discussion

3.1. Construction of Legal Certainty in the Transfer of Land Rights

Legal certainty in land transactions needs to be differentiated into certainty regarding legal acts and certainty regarding rights status. A sale and purchase agreement, payment of the price, transfer of control, and a private statement can indicate that the parties have committed a legal act. However, the status of land

rights in the registration system requires a different formal mechanism. This distinction is important so that the term "legal" is not used solely to describe all legal consequences of the transaction.

Article 1320 of the Civil Code regulates the valid conditions for an agreement, while Article 1457 of the Civil Code defines a sale and purchase as an agreement regarding the transfer of an object and payment of the price. In the context of land, these principles must be read in conjunction with national land law. Therefore, fulfilling the conditions of an agreement does not automatically eliminate the need for land registration formalities. Rosandi (2016) shows that unregistered land sales still have different consequences for the buyer's protection compared to registered rights.

Government Regulation Number 24 of 1997 indicates that the PPAT deed has a very specific administrative function: to serve as formal evidence for registering the transfer of rights. This is reinforced by Dewi's (2010) study, which shows that after a sale and purchase deed is drawn up, the document is directed to be registered at the land office. Therefore, the PPAT deed is not simply an additional formality, but rather an instrument that connects the sale and purchase event with changes in land registration data.

3.2. The Practice of Buying and Selling Without a Land Deed in Limbong Village

Research shows that land sales and purchases in Limbong Village generally begin with an agreement on price, boundaries, and payment terms. Afterward, the parties draw up a private sale and purchase agreement, signed by the seller, buyer, and witnesses, and reviewed by the Village or Hamlet Head. The Village Head does not execute the AJB as a Land Deed Official (PPAT); his involvement is more administrative and social (Sari, 2025).

This practice has a clear social logic. The parties often know each other, the land is located within the same village, and the Village Head's signature is seen as a sign of legitimacy. In an interview, the Village Head of Limbong explained that the community considers transactions valid if they are signed in the village, while the process of going to the Land Office (PPAT) or the land office is considered expensive and complicated (Sari, 2025). These findings suggest that legal compliance is influenced by perceptions of transaction costs and ease of procedure.

However, institutionally, there is a fundamental difference between knowing about a transaction and issuing a PPAT deed. The village head can act as a witness or provide administrative information within his authority, but this authority does not make a village letter a substitute for a Deed of Sale and Purchase. Dewi's (2010) research shows that while village heads can play an important role in

providing information about land at the local level, the deed-making and registration process remains within the PPAT and land office.

3.3. The Two-Layer Certainty Gap: Research Novelty

The most important finding of this research is the gap between social certainty and administrative certainty. Social certainty arises when the seller and buyer agree, the price has been paid, the object is in the buyer's possession, witnesses are aware of the transaction, and the Village Head signs. In rural communities, this sequence is sufficient to establish confidence that the transaction has been completed. Conversely, administrative certainty requires documents and procedures that allow for changes to rights holder data at the Land Office.

This gap creates a paradox. The stronger the social trust between the parties, the less incentive there is to immediately use formal mechanisms. As a result, transactions may be considered complete at the community level, but not yet finalized in the registration system. This finding broadens the study of underhand land transactions beyond the mere issue of "lack of deeds" to address the inconsistency between community living law and formal land administration.

While previous research emphasized the function of Land Deed Officials (PPAT), the legal consequences of unregistered sales and purchases, or the precautionary principle of PPAT (Aulia, 2022; Dewi, 2010; Rosandi, 2016), this study identifies a point of intervention that exists before the community reaches the PPAT. That point is the village government. The village government is the actor trusted by the community and closest to the initial transaction. Therefore, strengthening the information function at the village level has the potential to be more effective in changing behavior than an enforcement approach focused solely on the final registration stage.

This novelty also explains why formal norms are not yet fully effective. This is not because the norms are unclear, but because they have not been internalized as a practical societal need. Economic factors, knowledge, customs, and beliefs shape the decision to choose private letters. In other words, the main problem lies in the compliance gap between formal obligations and transactional decisions at the societal level.

3.4. Legal Position of a Letter of Sale and Purchase Under Hand

A private sale and purchase deed is incorrectly positioned as having no legal value whatsoever. In civil relations, such a deed can serve as evidence of an agreement and the content of the parties' relationship, as long as it meets the applicable evidentiary requirements. However, this evidentiary value differs from the function of a PPAT deed as a formal document for registering the transfer of rights. Therefore, the more appropriate conclusion is not that every private sale

and purchase is automatically invalid, but rather that such a sale does not provide the required registration instruments for changing title data.

This distinction is both academically and practically important. If a buyer has paid the price and taken possession of the land based on an agreement that meets the material requirements, the transaction cannot be immediately invalidated simply because it was not executed in the form of a Deed of Sale and Purchase (AJB). However, buyers face challenges when attempting to prove and register the transfer of rights, particularly if the seller or heirs subsequently deny the transaction. Rosandi (2016) also identifies buyer protection as a crucial issue in the sale and purchase of unregistered land rights.

Therefore, a more proportionate approach is to distinguish three consequences: first, the contractual consequences between the seller and the buyer; second, the consequences of providing evidence in the event of a dispute; and third, the administrative consequences of registering the transfer of rights. These three consequences do not always result in the same consequences. This distinction serves as a analytical reinforcement for the article compared to a thesis summary.

3.5. Impact on the Buyer's Position and Risk of Dispute

Interviews with North Luwu Regency Land Office employees revealed that village sales and purchase certificates cannot be used as a basis for changing the title. There have even been cases where buyers have faced claims from the seller's heirs because the land was not registered in their name (Sari, 2025). This fact suggests that the greatest risk lies not in the transaction itself, but in the need to prove it to a third party.

The buyer's position becomes vulnerable because the registration data still points to the seller. In disputes, the buyer must rely on a private deed, proof of payment, witnesses, and proof of ownership. Conversely, if the transfer has been made through a Deed of Sale and Purchase (AJB) and registered, there is a more structured set of documents to prove the transfer history. A recent study on the validity of the Deed of Sale and Purchase also confirms that certainty of ownership depends not only on the existence of the deed, but also on the registration and issuance of the certificate in the name of the rights holder (Iksan, 2025).

Therefore, legal certainty must be viewed as a multi-step process: examining the object and subject, drafting the deed, registering the transfer, and updating the title data. Missing any of these stages, particularly the link between the transaction and registration, creates a protection gap. In the context of Limbong Village, this gap is exacerbated by geographic distance, perceived costs, and a lack of understanding of the function of the PPAT deed.

3.6. The Role of Land Deed Officials and Village Governments in Closing the Compliance Gap

Land Deed Authorization Officers (PPATs) have a preventive function because before issuing a deed, they must ensure that the requirements relating to the subject, object, and documents are met. Aulia (2022) places the principle of prudence as a crucial element in the implementation of a PPAT's authority. Research by Mahmudah and Darmadi (2025) also shows that verifying certificates, identities, field conditions, and the parties' intentions are part of the precautionary measures that can prevent fraud and misuse of certificates.

However, the principle of prudence by a PPAT (Private Owner) can only be effective if the community consults the PPAT. In the case of Limbong Village, the problem arose before that stage. Therefore, village government intervention is crucial. The village government can establish a simple information procedure: every land transaction is directed to first check the property's status and then refer it to the PPAT. Village certificates or documents can still be used within their authority, but they should not be positioned as a substitute for the AJB.

A collaborative model can be designed in the form of regular outreach by the Land Office in collaboration with the village government, a list of documents required before meeting with the Land Deed Official (PPAT), information on official fees, and an initial consultation mechanism. This strategy addresses a factor identified in the thesis: the public perceives the PPAT process as expensive and complicated. If information on costs, stages, and documents is made transparent, the perception of uncertainty can be reduced.

3.7. Analysis of Legal Effectiveness

Using Soekanto's legal effectiveness perspective, five factors can explain the practices in Limbong Village. The legal factor is relatively readily available, as the UUPA and land registration regulations provide a clear framework. The law enforcement factor relates to the ability of village officials, PPAT (Private Land Officers), and the Land Office to convey norms. The infrastructure factor relates to access to land services. The community factor is reflected in knowledge and economic capacity. The cultural factor is reflected in traditions, beliefs, and the practice of using private letters.

Research findings indicate that societal and cultural factors are most dominant in the initial stages of a transaction. People don't always intend to circumvent the law; they choose procedures they deem reasonable based on their experience and capabilities. Therefore, increasing compliance requires strategies that alter perceived costs, increase information, and leverage trusted actors.

The implication is that local land policy should not stop at socializing norms. The government needs to develop transaction assistance mechanisms. In the context

of Limbong Village, the village government can act as a legal-information gatekeeper, while the Land Deed Official (PPAT) and the Land Office ensure formal validity and registration. This division of roles does not alter the respective authorities, but rather creates a more streamlined pathway for the community.

3.8. Implications for Notary Practice and PPAT

From the perspective of a Master of Notary, this research demonstrates that the problem of transferring rights is not only related to the deed-making technique, but also to legal literacy before the deed is made. Land Deed Officials (PPAT) need to view the transaction as a series of processes, starting with identifying the parties' intentions, examining the documents, assessing the property's status, drafting the deed, and supporting registration.

Land Offices (PPATs) also need to strengthen communication with the public regarding the consequences of delaying registration. A simple explanation of the differences between village sale and purchase agreements (AJBs), land title deeds (AJBs), and certificates can prevent misunderstandings. Thus, the PPAT's function is not only documentary but also preventive in establishing legal certainty.

On the other hand, village governments must avoid using terms or actions that could lead the public to misunderstand village letters as certificates or as a substitute for AJBs. Clarity about the boundaries of authority is essential for community legal protection. This is crucial to prevent social recognition of transactions from being misinterpreted as changes to land rights records in land administration.

3.9. Key Findings Matrix

Empirical findings	Legal meaning	Risk	Intervention
The sale and purchase agreement was made underhand and was witnessed by the Village Head.	Shows evidence of civil relations, but not a PPAT AJB	Buyers find it difficult to change the name	Mandatory/informative reference to PPAT
The community considers the village signature to be sufficient	There is a difference in social and administrative certainty	Transactions are not reflected in the rights data	Village-based legal counseling
Cost and complexity are reasons for not using PPAT	Compliance gap is influenced by economic and access factors	People choose informal mechanisms	Transparent cost and service information
The land remains registered in the seller's name	Legal data does not follow physical control	Heirs/third party claims	AJB and immediate registration
The Land Office requires a PPAT deed for the change of name	AJB functions as a registration instrument	Transactions cannot be registered immediately	Document assistance before the transaction

Source: processed from the results of field research and author's analysis.

4. Conclusion

This study concludes that legal certainty regarding the transfer of land sale and purchase rights without a PPAT deed in Limbong Village has not been fully met. The practice of underhand sales and purchases may gain social recognition and serve as evidence of a civil relationship between the parties, but it does not replace the function of the PPAT AJB as a formal document for registering transfers of rights. The main finding of the study is a gap between social certainty and administrative certainty: the community considers the transaction complete once the deed is signed and acknowledged by the village government, whereas in the land registration system the rights can still be recorded in the name of the seller. This gap increases the risk for buyers, especially when disputes or claims arise from the seller's heirs. To strengthen legal certainty, the public needs to be encouraged to use Land Deed Officials (PPAT) and promptly register the transfer of rights after the transaction. The Limbong Village Government needs to act as an information liaison, not as a substitute for the PPAT's authority, through counseling and referrals to PPATs for transactions. The North Luwu Regency Land Office needs to expand land education at the village level with simple information on stages, documents, and costs. The local government can consider policies that provide more affordable services for low-income communities. This village-PPAT-Land Office collaboration model has more potential to close the compliance gap than approaches that only emphasize formal obligations.

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