

## Legal Implications of the Sale and Purchase of Land Ownership Rights Owned by Minors in Kudus Regency

Khoirunnisa' Nuansa Maulifa<sup>1)</sup>

<sup>1)</sup> Master of Notary, Faculty of Law, Universitas Islam Sultan Agung, Semarang, Indonesia, E-mail: [nuansa.bussiness@gmail.com](mailto:nuansa.bussiness@gmail.com)

**Abstract.** *The research entitled "Legal Implications of Sale and Purchase of Land Ownership Rights Owned by Minors in Kudus Regency" aims to determine and analyze the legal implications of the death of the seller in the process of sale and purchase of land rights in Kudus Regency, to determine and analyze how the settlement efforts are made for the process of sale and purchase of land ownership rights whose sellers have died in Kudus Regency. The type of empirical legal research is one type of legal research. The approach method used in this study is a qualitative approach. The data analysis used in this study is qualitative data analysis, namely data analysis that does not use numbers, but is based on laws and regulations, respondents' views to be able to answer the problems of this study. The results of this thesis show that the death of the seller in the process of sale and purchase of land rights owned by minors because inheritance has stages, namely permission to determine the authority of parents to represent children who are still minors in terms of permission to sell to the Religious Court, preparation of the deed of sale and purchase (AJB) of Land and the process at the Land Office. In the case of buying and selling land ownership rights owned by children who are still minors due to inheritance, there are legal problems. The legal problems are the stages in carrying out the sale and purchase, permission to determine the authority of parents to represent minors to the religious court, provisions on the child's capacity as a legal subject in the implementation of the sale and purchase of land ownership rights and problems of cost and time. The Land Deed Making Officer (PPAT) also plays a role in assisting applicants to overcome these problems so that the process of buying and selling land ownership rights can take place properly and smoothly.*

**Keywords:** *Buying and selling, land ownership rights, minors.*

## 1. Introduction

Transfer of land rights requires clear regulations, which have been regulated in Government Regulation Number 24 of 1997 concerning Land Registration. However, there are still shortcomings in this regulation that make the process of transferring land rights, such as inheritance and buying and selling, complicated. Inheritance occurs automatically after someone dies and the rights fall to the heirs. Problems arise when there is more than one heir, because the rights become joint property, making it difficult to buy and sell inherited goods. The first and second conditions relate to the subject of the agreement, while the third and fourth conditions relate to the object of the agreement. All conditions must be met; otherwise, the agreement is legally void.<sup>1</sup> Discussion of the first point of the valid conditions of an agreement is the agreement of the parties. Agreement is a sincere feeling in making an agreement about the contents of the agreement. An agreement is invalid if there is fraud, coercion, or abuse of circumstances, for example fraudulent land ownership or coercion due to debt.

The second point is about the capacity to make a contract. Every party making the contract must be a legitimate legal subject. Everyone is legally capable of making a contract, except those specified by law such as minors, under supervision, or insane. According to article 330 of the Civil Code, minors are those who are under 21 years of age and not yet married.<sup>2</sup> People under supervision cannot take legal action to protect their own interests. Law enforcement aims to provide and guarantee legal certainty, justice and truth and respect Human Rights. One of the sources of law in the law applicable in Indonesia as commonly stated in the discussion of Indonesian legal order is legislation. In addition to legislation, it is also necessary to support it by organizing a comprehensive National Legal System by recognizing and respecting religious law, customary law by reforming Dutch inheritance law which is still in effect today.<sup>5</sup> Individuals as subjects of land rights are every person registered as an Indonesian or foreign citizen who has not lost their land rights. However, not everyone can take legal action, such as minors or people who are seriously ill.

The provisions of Article 37 paragraph 1 of Government Regulation Number 24 of 1997 state that the transfer of land rights through sale and purchase must be registered with evidence from the land official. This registration is strong evidence in accordance with Article 19 Paragraph (1) of the Basic Agrarian Law regarding the elimination of ownership rights and the legality of the transfer of land rights. Article 39 paragraph (1) of Government Regulation Number 24 of 1997 explains the prohibition for Land Deed Making Officials to make registered land Sale and Purchase Deeds without seeing the original certificate. Land sale and purchase transactions must involve all owners if the land is jointly owned. Problems arise

---

<sup>1</sup>Satrio Wicaksono Frans, 2008, Making House Contract Letters Visimedia, Jakarta, p. 7

<sup>2</sup>S. Chandra, 2005. Certificate of Land Ownership Rights Application Requirements at the Land Office. Grasindo. Jakarta. Page 29

when one of the rights owners is still a minor. Minors can have land rights through inheritance or sales made in their name by their parents. The focus of this article is on children's land ownership as heirs or as a result of land purchases by parents.

Article 39 paragraph (1) of Government Regulation Number 24 of 1997 explains the prohibition for Land Deed Making Officials to make a Deed of Sale and Purchase of registered land without seeing the original certificate. Land sale and purchase transactions must involve all owners if the land is jointly owned. Problems arise when one of the rights owners is still a minor. Minors can have rights to land through inheritance or sales made in their name by their parents. The focus of this article is on children's land ownership as heirs or as a result of land purchases by parents.

## **2. Research Methods**

The type of research used is empirical legal research which is one type of legal research. Empirical legal research starts from primary data, namely data obtained directly from the community through field research. Normative legal research starts from secondary data. Empirical legal research is conducted through interviews and documentation. This research can be realized towards research on the effectiveness of current laws or towards research on legal identification.<sup>3</sup>The approach method used in this research is qualitative approach. Qualitative approach is a research method that produces descriptive data, namely what is stated by informants in writing or verbally, and real behavior.<sup>4</sup> Type and the data sources used in this study are Primary Data and secondary data. Data collection method is an activity to organize data from the results of data collection in the field so that it is ready to be used for analysis, including interviews, observations, and literature studies.<sup>5</sup>The data analysis used in this study is qualitative data analysis, namely data analysis that does not use numbers, but is based on laws and regulations, respondents' views so that they can answer the problems of this study.

## **3. Results and Discussion**

### **3.1. Legal Implications sale and purchase of land ownership rights owned by minors in Kudus Regency**

Land is very important for humans because it is needed throughout life and is related to agrarian life. Economically, land is a means of production that brings prosperity. Politically, land influences one's position in societal decisions. Land also determines social status and is considered sacred because everyone returns to the

---

<sup>3</sup>Jonaedi and Jhonny Ibrahim, *Normative and Empirical Legal Research Methods*, 2nd Edition (Depok: Prenadamedia Group, 2018). P. 149.

<sup>4</sup>Setiono, *Understanding Legal Research Methods*, (Surakarta: Postgraduate Legal Studies Program, UNS, 2002), p. 32

<sup>5</sup>Bambang Waluyo, 2002, *Legal Research in Practice*, Jakarta, Sinar Grafika, p. 72

land when they die.<sup>6</sup>The legal definition of land is the surface of the earth, rights to land are rights to a certain part of the earth's surface, which is limited to two dimensions and has length and width.<sup>7</sup>

The Basic Agrarian Law explains property rights in Article 20, paragraph (1) which states that property rights are hereditary, strongest and fulfilled rights. Ownership rights can be transferred to other parties, one of which is through inheritance.<sup>8</sup>Based on Article 830 of the Civil Code, inheritance can only be done after death. All heirs must be involved in the transfer of land ownership rights to prevent future disputes. The distribution of inherited land ownership rights must follow applicable regulations. According to the Supreme Court of the Republic of Indonesia No. 32 K/AG/2002, joint assets must be divided first before being distributed to heirs. Land rights include the authority and obligations of rights in managing land.<sup>9</sup>

Rapid societal development creates a need for land along with economic growth in various regions, such as residential areas, business centers, government and industry. Land is a very valuable and important commodity for investment. This increases the need for people to obtain land, so that land transactions become a common legal activity. In society, buying and selling land is often done according to customary law. According to customary law, buying and selling land is a transfer of land rights carried out openly and in cash. Clear means that the transfer of rights must be carried out in the presence of the traditional leader, while cash means that the transfer of rights and payment are made at once. Buying and selling is a binding agreement, where one party hands over the land and the other party pays the agreed price.

A sale and purchase agreement is an agreement that originates from a contract or agreement. In the law, there is no specific definition for this agreement, so it is considered an unnamed agreement. An agreement involves a promise between two people that forms a binding relationship. This is a series of promises spoken or written. In order for an agreement to be valid according to Article 1320 of the Civil Code, there are 4 conditions. First, an agreement between the bound parties. Agreement means there is a conformity of wills. An offer is a statement by the party offering, while an acceptance is a statement by the party accepting. The will may be stated expressly or tacitly, in accordance with existing legal provisions. An agreement can be considered invalid if there is a legal defect. There are several things that can cause this, namely: First, Coercion (dwang). These are actions that threaten a person's free will. Examples of coercion include threats of crime,

---

<sup>6</sup>Heru Nugroho, *Challenging State Power*, Surakarta, Muhammadiyah University Press, 2001. P. 237.

<sup>7</sup>Effendi Perangin, *Indonesian Agrarian Law: A Study from the Perspective of a Legal Practitioner*, Jakarta, PT. Raja Grafindo Persada, 1994. P. 17

<sup>8</sup>Soedharyo Soimin, *Status of Land Rights and Acquisition*, Jakarta, Sinar Grafika, 2001. P. 14

<sup>9</sup>Boedi Harsono, *Indonesian Agrarian Law: History of the Formation of the Basic Agrarian Law, Contents and Implementation*, Djambatan, Jakarta, 2007, p.283.

imprisonment, or economic pressure. According to Sudargo Gautama, coercion also includes mental intimidation. If a person threatens an act that is permitted by law, this is not considered coercion. Second, Fraud (bedrog). Fraud is an act of deceit that can void an agreement. In fraud, the party being deceived makes statements based on deception, contrary to their true intentions. Fraud involves a series of lies and there must be malicious intent on the part of the perpetrator. Failure to provide information about defective goods is not fraud, as long as there is no malicious intent. Third, error or mistake (dwaling). This occurs when one party misunderstands the object of the agreement. There are two types of errors: person errors (errors in person) and errors in the characteristics of objects (errors in substance). Fourth, Abuse of circumstances (misbruik van omstandigheden). This occurs when one party is influenced so that he cannot make independent decisions. This could be due to a dominant position or economic advantage. All these factors can render the agreement legally invalid.

The second requirement for a valid agreement according to Article 1320 of the Civil Code is the capacity to enter into a contract. This shows the existence of an element of intention which is necessary for the agreement to be a legal act. A person is considered a minor according to Article 330 of the Civil Code if he/she is not yet 21 years old, but is considered an adult if he/she is 21 years old or younger but is married. The Supreme Court stated that with Law No.1 In 1974, the limit of parental or guardian authority was 18 years. In the common law system, a person is considered a minor if he is under 18 years of age. An adult may be incompetent to enter into a contract if he is placed under guardianship. This can happen if someone is crazy, stupid, dark-eyed, weak of mind, or a spendthrift. A bankrupt person is also unable to enter into certain agreements without the curator's knowledge.

The condition for a valid agreement is the existence of a certain thing. The agreement must have an object that can be determined by type and includes the rights and obligations of both parties. The term goods in this context means zaak in Dutch, which includes objects and subject matter. Agreement means a free agreement of will between the parties. This agreement must be voluntary and free from error, coercion, and fraud, so that the agreement is valid according to Article 1321 of the Civil Code. The fourth requirement for a valid agreement is the existence of a lawful legal cause, which means the content and purpose of the agreement itself. In a sale and purchase agreement, one party wants to own the goods, while the other party wants money. These four conditions must be met for the agreement to be considered valid. For buying and selling land, there are conditions which are divided into two types, namely material conditions. An important material condition is that the seller must have the right to the land being sold. If the seller is married, the husband and wife must be present. A sale or purchase by an unauthorized party is void by law, causing loss to the buyer.

Buyers have rights to the land they buy, depending on the legal subject and object. Only Indonesian citizens and certain legal entities can own land. If this rule is violated, the sale and purchase is null and void by law. Land can be traded if it is not in dispute, and land rights that can be transferred include ownership rights, business use rights, building use rights, and use rights. If the conditions are not met, the sale and purchase is considered invalid.

The formal requirements for buying and selling land involve several important steps. First, the sale and purchase must be carried out in the presence of a Land Deed Making Officer (PPAT) in the presence of the seller and buyer or a legal proxy, as well as two witnesses who meet the requirements. Second, the deed is made in two copies, one is kept by the PPAT and one is for registration at the Land Office. Third, the PPAT must send the deed and related documents to the land office within seven working days after signing, and provide written notification to the parties involved.<sup>10</sup> After all the requirements are met, the sale and purchase can be carried out by the authorized party. The authorized party to carry out the sale and purchase is the Land Deed Making Officer (PPAT), which consists of Temporary PPAT, namely the Sub-district Head who can carry out the duties of PPAT in remote areas or those with a shortage of PPATs, PPAT, namely an official appointed by the Head of the National Land Agency who has the authority to make deeds of sale and purchase in certain areas. According to Government Regulation Number 37 of 1998, PPAT is an official who has the authority to make authentic deeds regarding land rights. Authentic deeds are needed to prove the transfer of land and building rights. The Supreme Court stated that PPAT deeds are important evidence, but registration of sales and purchases can only be done with PPAT deeds. Sales and purchases without PPAT deeds will not get a certificate. Based on these provisions, the transfer deed made by PPAT is a special standard authentic deed, determined by the government, and can be used as evidence for sales and purchases. Article 1868 of the Civil Code states that authentic deeds are made in accordance with the law by public officials. For evidentiary power, an authentic deed must contain three evidentiary powers: evidential power, formal power, and material power.<sup>11</sup> The Land Deed Official's Deed (PPAT) is proof of land sale and purchase. According to Article 1847 of the Civil Code, a deed is a copy made as evidence of an event and must be signed. There are also private deeds, which are made freely according to the wishes of the parties concerned, in Indonesian or regional languages, legalized with the signatures of witnesses, and proven by the village head or sub-district head.<sup>12</sup>

---

<sup>10</sup>Erza Putri, The Role of PPAT in Transfer of Land Rights, <http://erzaputri.blogspot.com>. Accessed August 25, 2024

<sup>11</sup>Boedi Harsono, *Indonesian Agrarian Law, History of the Formation of the Basic Agrarian Law, Contents and Implementation*, Revised Edition 2003, Djambatan, Jakarta, 2015, p. 52

<sup>12</sup>M. Pahala Siahaan, *Land and Building Acquisition Fees*, Rajawali Press, Jakarta, 2003, p. 119.

Land Deed Making Officer (PPAT) is an official who has the authority to make deeds in the transfer of land rights and the imposition of mortgage rights. They also assist the Head of the National Land Office in land registration. PPAT deeds are important for maintaining land registration in Indonesia and are regulated in government regulations, including Government Regulation Number 24 of 1997 and Number 37 of 1998. Before buying and selling land, it is important to check the certificate at the local Land Office. However, the existing regulations do not fully regulate this examination. The existing regulations only regulate the obligations of PPAT and not notaries or other interested parties. The lack of this regulation can cause problems in the examination of land rights. PPAT has the right to accept or reject an application to make a deed of transfer of rights if it is considered that it will cause problems in the future.

In carrying out the sale and purchase of land ownership rights in front of the Land Deed Official (PPAT), there are several processes and requirements that must be met. The first requirement is the Deed of Sale and Purchase (AJB) which is made after an agreement on the land price and payment method is reached. The seller and buyer must come to the PPAT office to make the deed. To make the AJB, the seller must prepare several documents, including the Original Certificate, photocopies of KTP and KK, Marriage Certificate, proof of PBB payment for the last ten years, and a letter of approval from the husband/wife. Meanwhile, the buyer must prepare photocopies of KTP and KK. Before the sale and purchase process, it is necessary to check the certificate at the Land Office to ensure its status. If in dispute, the PPAT can refuse to make the AJB. The seller is required to pay Income Tax, and the buyer pays the Land and Building Acquisition Fee. The making of the AJB must be attended by the seller, buyer, and at least two witnesses. After the AJB is signed, the document is made in two copies; one for the PPAT office and one for the land office for the name change. The next process at the land office includes submitting files and collecting the certificate that has been changed to another name within 14 days after submission.<sup>13</sup>

---

<sup>13</sup>Interview with Mr. Darto, SH, Head of Section for Determination of Rights and Registration of Coordination Unit for the Substance Group for Maintenance of Land Rights, Space and Development of PPAT, Kudus, October 5, 2022

In a sale and purchase agreement, the seller and buyer must meet the legal requirements according to Article 1320 of the Civil Code, namely agreement, capacity, certain objects, and lawful causes. Problems arise if the requirements are not met, such as in the case of the sale and purchase of land owned by a deceased heir. The land is located in Jetis Kidul and has officially become the property of Mrs. Mukminah. The heir plans to sell the land and submit an application for recognition of inheritance rights. The land registration process requires complete data and community participation is important to improve the quality of the certificate. After registration, the certificate will be issued in the name of the heir. Estu Kana Putriyani, the wife of Utomo's heir, became the guardian of their children after Utomo died. The Kudus Religious Court approved the guardianship determination. Comparison of the stages of sale and purchase of land ownership rights involving adults and minors due to inheritance. The sale of land jointly owned by minors must obtain permission from the District Court through the Determination of Parental Authority or Determination of Guardianship.

This is regulated in Article 359 of the Civil Code. Sales by minors are also regulated in Article 425, which states that as long as they are not yet 21 years old, they may not transfer or encumber property without the permission of their parents or guardians. Article 426 states that minors can be given certain rights as adults after reaching the age of 18 upon their request, unless there is an objection from the parents. Article 427 requires the District Court to hear both parents before making a decision regarding a minor. An application for the determination of parental authority or guardianship for a minor requires several requirements, such as the applicant's ID card, a certificate of inheritance, a photocopy of the child's birth certificate, and other documents. This process consists of several stages, starting from submitting the application, paying the administration fee, appointing a judge, to the judge's decision. This entire process takes about 3 weeks. After that, the sale and purchase of land can be carried out before the Land Deed Making Officer (PPAT).



### **3.2. Efforts to resolve the sale and purchase of land ownership rights owned by minors in Kudus Regency**

Article 1 Paragraph (1) of Government Regulation Number 37 of 1998 states that the Land Deed Making Officer (PPAT) is a public official who is authorized to make authentic deeds related to land rights. According to Article 6 Paragraph (2) of Government Regulation Number 24 of 1997, PPAT assists the head of the land office in land registration. Article 7 of the Government Regulation explains that PPAT is appointed and dismissed by the Minister, and the Minister can appoint temporary PPAT in remote areas. The position of PPAT is regulated in various laws, which emphasize that PPAT is a public official and the deeds he makes are authentic deeds. Authentic deeds mean that the court does not need to check the truth of the deed, unless there is evidence of forgery. Article 101 of the Regulation of the Minister of Agrarian Affairs explains that the making of PPAT deeds must be in accordance with applicable provisions, including being witnessed by at least two witnesses and providing an explanation to the parties. Article 5 of PP No. 37 of 1998 states that PPAT is appointed by the Minister for a specific work area, and the Minister may appoint another official as a temporary PPAT to serve the community in areas lacking PPAT. Land registration is carried out with the assistance of PPAT and other related officials in accordance with applicable regulations.

According to Article 2 of Government Regulation Number 37 of 1998 concerning the Position of Land Deed Maker, the main task of the Land Deed Maker Officer (PPAT) is to carry out land registration by making deeds as evidence of certain legal acts regarding land rights or Ownership Rights of Apartment Units. These legal acts include buying and selling, bartering, granting, and others. A PPAT is authorized to make authentic deeds regarding land rights and Ownership Rights of Apartment Units located in his/her work area. PPAT can only make deeds regarding legal acts mentioned in his/her special appointment.

Muhammad Yamin emphasized that the Land Deed Official (PPAT) must reject the deed of transfer of land rights if: 1. Rights are in dispute, 2. Rights are in confiscation, 3. Rights are controlled by the State, 4. Transfer is not by the owner. Deviation of the deed occurs if: 1. Object is in dispute, 2. Sale and purchase of certificates is canceled, 3. Object is legally defective, 4. There are two deeds for the same object.<sup>14</sup>All factors causing deviations in the Land Deed Making Officer (PPAT) deeds can be avoided if before making the deed, an examination of the land title certificate is carried out at the Local Land Office. This examination is important and is regulated in the Regulation of the Minister of State for Agrarian Affairs/Head of the National Land Agency Number 3 of 1997, which states that examination of the certificate is an absolute requirement for making a deed by a PPAT. The sale and purchase of land owned by minors has four legal problems, including the unclear stages of making a deed in existing regulations. A PPAT is an official who makes a deed as legal evidence and is regulated by the Minister of Agrarian Affairs. The sale and purchase of land must use the established formula. In the legal matter of the sale and purchase of property rights by minors, the PPAT must follow the existing guidelines and stages, including the determination of permission from parents or representatives through the courts. Information about these stages needs to be conveyed to the public.

Regulation of the Minister of State for Agrarian Affairs/Head of the National Land Agency Number 3 of 1997 stipulates that before making or signing a deed before a Land Deed Making Officer (PPAT), preparations must be made first. These preparatory steps include: Checking the land title certificate at the local Land Office and ensuring that the results of the examination are obtained before the deed is made. (Article 97), Checking whether permission is required from the authorities for the transfer or encumbrance of rights, and permission must be obtained before the deed is made. (Article 98), Making a statement regarding the maximum limit of land ownership or a statement regarding absentee lands. (Article 99), Making payments for land and building acquisition fees (BPHTB) in accordance with applicable laws. Making PPh payments in accordance with income tax laws.

In legal matters concerning the authority of parents or representatives of minors, PPAT has an important role. Many people are not yet aware that the sale and purchase of land rights by minors requires the determination of parental authority through the District Court. PPAT must provide information about this requirement. This legal problem is a challenge for both PPAT and the community in the land sale and purchase transactions concerned. PPAT must explain the legal provisions to the party who will make the deed.

---

<sup>14</sup>Muhammad Yamin, *Several dimensions of the philosophy of Agrarian Law*, First Edition, Pustaka Bnagsa Press, Medan, 2003, p. 39

In making a request for a court order to make a deed, the interested party can consult with the Land Deed Making Officer (PPAT) because they may not know how to file the request. Inheritance problems in Indonesia often cause conflict, especially when the heirs are not satisfied with the distribution received. The inheritance of a minor child is still managed by one of the parents based on Article 307 of the Civil Code (KUHPerdata), which states that parents are responsible for managing their child's property.

The sale of inheritance of minors cannot be done carelessly by parents and must comply with applicable laws. If the sale of property is not in the interests of the child or does not provide benefits, then it is not allowed. Minors or unmarried children need a guardian for care. Parental authority can be revoked if they are deemed unable to fulfill their responsibilities. If the parent dies, a guardian can be appointed by a judge based on the request of the interested party.

#### **4. Conclusion**

Based on the research on the Legal Implications of the Sale and Purchase of Land Ownership Rights owned by minors in Kudus Regency, the author concludes that the sale and purchase of land ownership rights owned by minors due to inheritance must be based on Article 309 Jo Article 393 of the Civil Code with a Court decision. This decision is important for the authority of parents who represent children. The process of transferring rights is carried out before the PPAT by making an AJB. Registration at the BPN can be continued after all stages are fulfilled. There are legal problems in the stage of buying and selling land by minors, because not all are regulated in the Basic Agrarian Law. The court needs to determine the authority of the parents before making a land deed. The difference in interpretation of this permission is in the law, and children are considered adults at the age of 18. The process of applying for guardianship can be difficult when funds are needed immediately. The PPAT must provide information about the process and solutions in the sale and purchase of land ownership rights by minors. Parties involved in the sale and purchase of land rights owned by minors due to inheritance must be aware of the need for the determination of parental authority or guardianship from the Court. This aims to protect the child's land rights from being misused and also protect PPAT and buyers from lawsuits in the future. The issue of the age limit for adulthood in Indonesian law is not yet uniform, so it is better to adjust between regulations to be clearer. Submission for the determination of parental authority takes a long time, and this process should be accelerated to help applicants who are pressed for money.

## 5. References

- Chandra, S. (2005). *Sertifikat Kepemilikan Hak Atas Tanah Persyaratan Permohonan di Kantor Pertanahan*. Jakarta: Grasindo.
- Frans, S. W. (2008). *Membuat Surat-Surat Kontrak Rumah Visimedia*. Jakarta.
- Harsono, B. (2007). *Hukum Agraria Indonesia Sejarah Pembentukan Undang-Undang Pokok Agraria Isi dan Pelaksanaannya*. Jakarta: Djambatan.
- Harsono, B. (2015). *Hukum Agraria Indonesia, Sejarah Pembentukan Undang-Undang Pokok Agraria Isi dan Pelaksanaannya*. Jakarta: Djambatan.
- Jonaedi, & Ibrahim, J. (2018). *Metode Penelitian Hukum Normatif dan Empiris*. Depok: Prenadamedia Group.
- Nugroho, H. (2001). *Menggugat Kekuasaan Negara*. Surakarta: Muhammadiyah University Press.
- Perangin, E. (1994). *Hukum Agraria Indonesia Suatu Telaah dari Sudut Pandang Praktisi Hukum*. Jakarta: PT. Raja Grafindo Persada.
- Putri, E. (2024, Agustus 25). *Perat PPAT Dalam Peralihan Hak Atas Tanah*. From <http://erzaputri.blogspot.com>
- Setiono. (2002). *Pemahaman terhadap Metode Penelitian Hukum*. Surakarta.
- Siahaan, M. (2003). *Bea Perolehan Hak Atas Tanah dan Bangunan*. Jakarta: Rajawali Press.
- Soimin, S. (2001). *Status Hak dan Pembebasan Tanah*. Jakarta: Sinar Grafika.
- Waluyo, B. (2002). *Penelitian Hukum dalam Praktek*. Jakarta: Sinar Grafika.
- Yamin, M. (2003). *Beberapa Dimensi Filosofi Hukum Agraria*. Medan: Pustaka Bangsa Press.