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When Land and Building Acquisition Taxes Are Due Based on a Sales and Purchase Agreement

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Abstract. *This study aims to analyze the principle of transfer of land rights in the sale and purchase of land rights as a basis for determining the time of BPHTB debt and analyzing the legal aspects regarding PPJB as a basis for determining the time of BPHTB debt. This study uses a statute approach. This type of research is normative research. The type and source of data in this study are secondary data obtained through literature studies. The analysis in this study is prescriptive. Based on the study, it is concluded that, when viewed from the perspective of national land law based on customary law, the time of transfer of land rights from the seller to the buyer is more appropriately interpreted as the time when the AJB is made and signed before the PPAT because it reflects the principle of clear and cash, which then the time of transfer of rights becomes the time when the BPHTB tax is owed and is the object of BPHTB as referred to in the provisions of Article 44 paragraph (1) of the HKPD Law. However, when viewed from the aspect of national development, the implementation of norms when BPHTB is owed based on PPJB as regulated in Article 49 letter a of the HKPD Law and its transitional provisions in Article 18 paragraph (2) letter a of the PP KUPDRD aims to close legal loopholes in the efforts of regional governments to increase tax revenue sourced from BPHTB as one of the instruments of fiscal decentralization. According to the Constitutional Court decision Number 117/PUU-XXI/2023 dated September 12, 2024, PPJB can have legal consequences for the transfer of rights from the seller to the buyer as long as the buyer has paid the land price in full and the buyer has taken control of the object of the sale and purchase and is carried out in good faith.*

Keywords: *BPHTB; Land Rights; PPJB; Sale and Purchase.*

1. Introduction

Based on Article 5 of Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA), the agrarian law applicable to land, water, and airspace is customary law. Therefore, the sale and purchase of land rights according to national land law is a sale and purchase according to customary law. According to Adrian Sutedi, the sale and purchase of land according to customary law is an act of transferring rights that is cash, real and clear. Likewise, according to Boedi Harsono, the definition of land sale and purchase is a legal act in the form of the transfer of ownership rights (transfer of land forever) by the seller to the buyer, at which time the buyer also pays the price to the seller.

Since the enactment of Government Regulation Number 24 of 1997 concerning Land Registration, the sale and purchase of land rights is carried out by the parties before the Land Deed Making Officer (PPAT) who is tasked with preparing the deed. By carrying out the sale and purchase before the PPAT, the clear requirements are met. The Deed of Sale and Purchase (AJB) signed by the parties proves that there has been a transfer of rights from the seller to the buyer and accompanied by payment of the price has fulfilled the cash requirements and shows that the legal act of sale and purchase in question has been actually carried out. The AJB proves that the legal act of transferring rights forever and the payment of the price has been carried out. Because the legal act carried out is a legal act of transfer of rights, the deed proves that the recipient of the rights (the buyer) has become the new holder of the rights.[1]

Once the buyer has acquired land rights, the buyer is immediately obligated to pay Land Rights Acquisition Tax (BPHTB). Provisions regarding BPHTB are currently regulated in Law Number 1 of 2022 concerning Financial Relations between the Central Government and Regional Governments (HKPD Law). BPHTB is a tax imposed on the acquisition of rights to land and/or buildings, while the acquisition of rights to land and/or buildings is defined as a legal act or event that results in the acquisition of rights to land and/or buildings by an individual or entity. Acquisition of rights to land and/or buildings, based on the provisions of Article 44 of the HKPD Law, is an object of BPHTB tax. Acquisition of rights to land and/or buildings includes the acquisition of rights due to the transfer of rights, one of which is through sale and purchase. The moment an individual or entity acquires rights to land and/or buildings determines when the BPHTB tax becomes payable.

[1]Ayu Larasati. (2020). "Transfer of Land Rights Through a Sales and Purchase Agreement According to Indonesian Land Law", in Zaaken Journal of Civil and Business Law, Volume 1 No. 1 February 2020. p. 131. urlhttps://online-journal.unja.ac.id/Zaaken/article/view/8288/6411, accessed on February 18, 2026, at 07.00 WIB.

The provisions regarding the time of BPHTB debt are stipulated in Article 49 letter (a) of the HKPD Law which states that "The time of BPHTB debt is determined on the date of the making and signing of the sales and purchase agreement for the sale and purchase. Likewise, it is stated in the implementing regulations, namely the provisions of Article 18 paragraph (2) letter a of Government Regulation Number 35 of 2023 concerning General Provisions for Regional Taxes and Regional Retributions (PP KUPDRD), which determines that "The time of BPHTB debt is determined at the time of the acquisition of land and / or Buildings with the provision On the date of making and signing of the Sales and Purchase Agreement for the sale and purchase".

Based on the provisions of Article 49 letter (a) of the HKPD Law in conjunction with Article 18 paragraph (2) letter a of the PP KUPDRD, it can be concluded that when the PPJB is made and signed, the BPHTB tax object is born because the transfer of ownership rights to the land from the seller to the buyer is deemed to have occurred on the date the PPJB was made and signed, so that the BPHTB in the land rights sale and purchase agreement is deemed to be owed from the date the PPJB was made and signed because the buyer is deemed to have obtained rights to the land by signing the PPJB.

The provisions regarding the time of BPHTB debt according to the Author are contrary to the provisions of Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration which essentially states that the transfer of land rights can only be registered if proven by a deed made by an authorized PPAT, which in the context of the sale and purchase of land rights, the deed in question is the AJB made before the PPAT, so that the AJB is evidence and the basis for determining the transfer of land ownership rights from the seller to the buyer. While the PPJB itself is a preliminary agreement that is obligatory in nature, namely an agreement that only creates rights and obligations for the parties but has not yet transferred ownership rights from the seller to the buyer, the transfer of ownership rights only occurs after a legal transfer from the seller to the buyer through the AJB. Thus, in the context of BPHTB tax, determining the time of BPHTB debt based on the PPJB is something new because BPHTB can be collected by the state even though there has not been a legal acquisition of ownership rights by the buyer. Based on this background, the author is interested in analyzing the principle of transfer of land rights in the sale and purchase of land rights and analyzing the legal aspects regarding PPJB as the basis for determining when BPHTB is owed, so that this research can explain from the legal aspects regarding the reasons for BPHTB tax in the sale and purchase that can be determined on the date and signing of the PPJB.

2. Research Methods

This type of research is normative legal research using a statute approach. The data collection method in this study is library research (document study) with prescriptive data analysis methods.

3. Results and Discussion

3.1.The Principle of Transfer of Land Rights in the Sale and Purchase of Land Rights as the Basis for Determining When Land and Building Acquisition Tax (BPHTB) is Due

Article 5 of the UUPA stipulates that national agrarian law is customary law, therefore the transfer of land rights through legal acts of sale and purchase is also based on customary law. A sale and purchase according to customary law is an act of transferring land rights that is transparent and in cash. Transparent means that the act of transferring rights must be carried out before the customary head, who acts as an official who guarantees the order and validity of the act of transferring rights so that the act is known to the public. Cash means that the act of transferring rights and payment of the price are carried out simultaneously. The consequence of the transparent and cash requirements is that the sale and purchase of land is not an agreement but a legal act of transferring legal control over the land that occurs directly and in real terms. If only part of the price is paid, it does not affect the completion of the sale and purchase because it has fulfilled the cash requirement, while the remaining unpaid price is considered a debt outside the legal act of land sale and purchase.[2]

From the regulatory side, even though the national agrarian law adopts the customary law system, the customary law referred to in Article 5 of the UUPA is customary law that has been saneer (filtered) and removed from its defects or customary law that has been perfected or customary law that has been removed from its regional nature and given a national nature. The national nature referred to here is the implementation of the State's Right to Control as regulated in Article 2 paragraph (2) of the UUPA, where the state's right to control gives the State authority, one of which is to regulate and organize the allocation, use, supply and maintenance of the earth, water and space.[3]

[2]Miftahul Khair Patahuddin, Harly Stanly Muaja, and Doortje Durin Turangan. (2023). "Regulations on the Transfer of Land Ownership Rights Through Land Purchase According to Law No. 5 of 1960 Concerning Basic Agrarian Principles." in Lex Administratum, Volume 11 No. 1, p. 4. urlhttps://ejournal.unsrat.ac.id/v3/index.php/administratum/article/view/45361/40890, accessed on February 19, 2026, at 10:19 WIB.

[3]Nur Hayati. (2016). “Transfer of Rights in the Sale and Purchase of Land Rights (A Review of Sale and Purchase Agreements in the Concept of Western Law and Customary Law in the National Land Framework)”, in Lex Jurnalica. Volume 13 No. 3 December 2016. pp. 283-284. url

In order to provide legal certainty in the land sector, Article 19 paragraph (1) of the UUPA orders the implementation of land registration which is further regulated in Government Regulations. To implement the mandate of Article 19 paragraph (1) of the UUPA and carry out the function of the State's Right to Control, the Government enacted Government Regulation Number 10 of 1961 concerning Land Registration which has been revoked and replaced by Government Regulation Number 24 of 1997 concerning Land Registration as amended by Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Apartment Units, and Land Registration (PP Land Registration).

In addition to the mandate of Article 19 paragraph (1) UUPA, the birth of the PP on Land Registration is also a mandate of Article 26 paragraph (1) UUPA which stipulates that "selling, exchanging, granting, giving by will, giving according to custom and other acts intended to transfer ownership rights and their supervision are regulated by Government Regulation." So because buying and selling and other acts intended to transfer ownership rights are one of the series in the land registration process, the birth of the PP on Land Registration is not only a mandate of Article 19 paragraph (1) UUPA but also an implementing regulation of Article 26 paragraph (1) UUPA. Thus, the PP on Land Registration is an implementing regulation of the UUPA which in addition to regulating land registration, also regulates the transfer of land rights.[4]

In current practice, the sale and purchase of land rights has undergone modernization and adjustment without changing its essence. The form of modernization and adjustment of the clear nature is the obligation to carry out the legal act of sale and purchase before the PPAT, as regulated in the provisions of Article 37 paragraph (1) of Government Regulation number 24 of 1997 concerning Land Registration (PP 24/1997) which states that "The transfer of land rights and ownership rights to apartment units through sale and purchase, exchange, grant, income in the company and other legal acts of transfer of rights, except for the transfer of rights through auction can only be registered if proven by a deed made by the authorized PPAT according to the provisions of the applicable laws and regulations." Based on these provisions, it can be concluded that the transfer of land rights through sale and purchase can only be registered if proven by a deed made by the PPAT.

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https://ejurnal.esaunggul.ac.id/index.php/Lex/article/view/1779/1600, accessed on February 19, 2026, at 10:24 WIB.

[4]Wicipto Setiadi, Muhammad Arafah Sinjar, and Heru Sugiyono. (2019). "Implementation of Government Regulation No. 24 of 1997 concerning Land Registration in Relation to the Land Sale and Purchase Model According to Customary Law in Tanjungsari, Bogor Regency", in Jurnal Rechtsvinding Volume 8 No 1. p. 101. urlhttps://rechtsvinding.bphn.go.id/ejournal/index.php/jrv/article/view/296/205, accessed on February 19, 2026, at 10:55 WIB.

Land Law recommends that all transfers of land rights, including land sales and purchases, be conducted through a Land Sale and Purchase Deed (AJB) executed before a Land Deed Official (PPAT). This is because a Land Sale and Purchase Deed is crucial for the transfer of land ownership and the establishment of land ownership. It aims to ensure orderly land administration and legal certainty for land owners. Land sales and purchases can only be registered to obtain a land certificate if they are conducted through a Land Sale and Purchase Deed (AJB).[5]In making the AJB, the parties expressly state their wishes in the relevant deed so that these wishes become real/tangible.

If the customary law concept in the sale and purchase of land rights is connected with the provisions of Article 37 paragraph (1) of PP 24/1997, then the seller and the buyer who signed the AJB before the PPAT, legally have transferred the rights to the land sold from the Seller to the Buyer who at the same time paid the Seller in full the price that has been mutually agreed upon. The transfer of land ownership rights through the signing of the AJB before the PPAT fulfills the clear requirements while at the same time the transfer of rights is followed by the payment of a certain amount of money from the buyer to the seller reflects the cash value. So it can be concluded that in the context of the process of transferring land rights through sale and purchase, when viewed from the perspective of the provisions of Article 37 paragraph (1) of PP 24/1997, the Buyer of land rights can legally be said to have obtained the rights to the land at the time the Sale and Purchase Deed is made and signed before the PPAT.

The provisions of Article 37 paragraph (1) of PP 24/1997 are the basis for legal certainty in the process of transferring land rights in a sale and purchase, especially regarding what evidence determines when land rights can legally be said to have transferred. Looking at the formulation of this Article, it is clear that the AJB made by the PPAT is evidence of the transfer of land rights from the seller to the buyer. Thus, the absolute elements that must be present and must be fulfilled in transferring land are:righton land, especially in the sale and purchase of land rights, namely the existence of a deed of transfer – AJB of land rights made by a PPAT.[6]The time when the AJB is made and signed before the PPAT is the moment that determines the transfer of land rights from the seller to the buyer, this is in accordance with the cash principle in the sale and purchase of land rights based

[5]Ana Silviana, Khairul Anami, and Handojo Djoko Waloejo. (2020). "Understanding the Importance of a Deed of Sale and Purchase (AJB) in Land Transfer Transactions for Land Purchases." In Law, Development & Justice Review. Volume 3 No. 2 November 2020. p. 193. urlhttps://ejournal2.undip.ac.id/index.php/lj/article/view/9523/4864, accessed on February 19, 2026, at 11:55 WIB.

[6]Giovanni Rondonuwu. (2017). "Legal Certainty of Transfer of Land Rights Through Sale and Purchase Based on Government Regulation Number 24 of 1997 concerning Land Registration". in Lex Privatum Volume V No. 4. June 2017 pp. 115-116. urlhttps://ejournal.unsrat.ac.id/v3/index.php/lexprivatum/article/view/16104/15610, accessed on February 19, 2026 at 12:46 WIB.

on customary law principles, namely the transfer of rights is carried out at the same time as the payment of the price.

Acquiring land rights requires the recipient of the land rights to pay Land and Building Acquisition Tax (BPHTB) at the time the rights are acquired, known as the time the BPHTB tax becomes payable. This term refers to the time when the taxpayer must make the tax payment.[7]Based on Article 49 letter a of Law Number 1 of 2022 concerning Financial Relations Between the Central Government and Regional Governments (HKPD Law), the time when tax is owed for the acquisition of rights through sale and purchase is on the date the Sale and Purchase Agreement (PPJB) is made and signed.

This provision is emphasized in Article 18 paragraph (2) letter b of Government Regulation Number 35 of 2023 concerning General Provisions for Regional Taxes and Regional Levies (PP KUPDRD) which states that "the time when BPHTB is owed is determined at the time of acquisition of land and/or buildings with the provision on the date of making and signing of the PPJB for the sale and purchase." However, if the sale and purchase of land and/or buildings does not use a PPJB, then according to Article 18 paragraph (3) of the same regulation, the time when BPHTB is owed for the sale and purchase is at the time the AJB is signed.

Determining the time of BPHTB tax liability at the time of signing the PPJB, as stipulated in Article 49 letter a of the HKPD Law, raises conceptual issues because it does not align with the concept of BPHTB as a tax on the transfer of ownership. According to Kagan (2023), transfer tax is a fee levied on the transfer of ownership rights or ownership of assets or property that require a certificate from one party to another. Therefore, the tax should be levied when the property rights are actually transferred, with valid proof of transfer, such as a certificate. If BPHTB is based on the concept of tax on the transfer of ownership, then this tax should be payable when the land or building rights are actually transferred, as evidenced by the signing of the Deed of Sale and Purchase (AJB). The signing of the AJB before the PPAT can be considered a valid legal act that results in the transfer of ownership, while the PPJB is only an agreement related to the sale and purchase transaction, without changing the ownership status.[8]

[7]Naflah Faadiyah, Muhammad Syaifuddin, and Agus Trisaka. (2024). “Validity of the Sale and Purchase Agreement as the Basis for the Debt of Land and Building Acquisition Fees”, in Repertorium: Scientific Journal of Notary Law, Volume 13 No 1. May 2024. pp. 14-22. urlhttps://journal.fh.unsri.ac.id/index.php/repertorium/article/view/3577/769., accessed on February 19, 2026 at 12:47 WIB.

[8]Mochammad Giffari Al Hafidz Gymnastiar, Nugraha Wira Taruna, Yehezkia, and Klivten Pieter Merfol. (2025). “Analysis of Conceptual Suitability Related to the Determination of a Sales and Purchase Agreement as the Time of Tax Payability”, in Academic: Humanist Student Journal Volume 5 No 1. January 2025. p. 462. urlhttps://ojs.pseb.or.id/index.php/jmh/article/view/1250/941 , accessed on June 21, 2025 at 20.00 WIB.

In addition to being inconsistent with the concept of BPHTB as a tax on transfer of ownership, the determination of PPJB as the time when BPHTB becomes payable also contradicts the legal definition of BPHTB itself. This provision contradicts the legal principles contained in Article 1 number 37 and 38 of the HKPD Law and Article 1 number 27 of the PP KUPDRD, which state that BPHTB is imposed after the buyer or recipient of land and/or building rights officially obtains rights. At the time of signing the PPJB, BPHTB should not yet be payable, because the PPJB is only an agreement and does not indicate the acquisition of rights to the land or building. Based on material legal principles, tax obligations only arise after a legal act occurs that results in the transfer of rights, such as the signing of the AJB, minutes, registration of land rights, or transfer of title to the certificate for the transfer of rights to land or buildings.[9]

Thus, when viewed from the perspective of the principle of transfer of land rights in the sale and purchase of land rights, the time of BPHTB tax payable based on the signing of the PPJB as regulated in Article 49 letter a of the HKPD Law, as well as Article 18 paragraph (2) letter b of the PP KUPDRD is not in accordance with the principles of land sale and purchase according to customary law. This is because the principle in the sale and purchase of land rights, the transfer of rights from the seller to the buyer is determined when the seller and buyer sign the AJB before the PPAT. The signing of the AJB before the PPAT shows the implementation of the clear and cash principle in the sale and purchase of land rights, namely the transfer of ownership of land rights and payment of the price made simultaneously before the authorized official (PPAT), which principle is normatively institutionalized in Article 37 paragraph (1) of PP 24/1997, where in these provisions the AJB is not only interpreted as a requirement for land registration but also interpreted as authentic evidence of when the transfer of land rights from the seller to the buyer. Thus, from the perspective of legal certainty and the principles of buying and selling land rights, the time when land rights are transferred from the seller to the buyer is more appropriately interpreted as the time when the AJB is made and signed before the PPAT, which then becomes the time when the rights are transferred when the BPHTB tax is owed and is the object of BPHTB as referred to in the provisions of Article 44 paragraph (1) of the HKPD Law.

3.2. Legal Analysis of the Sales and Purchase Agreement (PPJB) as a Basis for Determining the Liability of Land and Building Acquisition Tax (BPHTB)

Determination of the time of BPHTB debt in the sale and purchase of land and/or building rights at the time of the enactment of Law Number 21 of 1997 concerning BPHTB, is stated in the provisions of Article 9 paragraph (1) letter a which states "the time that determines the tax owed on the acquisition of land and/or building rights for sale and purchase is from the date the deed is made and signed". This

[9]Ibid.

provision does not mention what deed is meant to determine the time of BPHTB debt. However, if we read the legislation systematically by connecting it with PP 24/1997, especially in the provisions of Article 37 paragraph (1) then it can be seen that the deed referred to in Article 9 paragraph (1) letter a of Law 21/1997 is a deed that results in the transfer of land and/or building rights from the seller to the buyer made by the PPAT, in this case the Deed of Sale and Purchase (AJB) made and signed before the PPAT as an official authorized to make deeds of transfer of land rights.

Then Law Number 21 of 1997 concerning BPHTB was amended to Law Number 20 of 2000. In Article 9 of Law Number 20 of 2000 there are no significant changes to the provisions regarding when BPHTB is owed. In Article 9 paragraph (1) letter a it still explains that the tax owed arises on the date the deed (AJB) is made and signed. Both in Law Number 21 of 1997 concerning BPHTB and Law Number 20 of 2000 both require payment of BPHTB tax for the sale and purchase of land and/or building rights when the buyer obtains the rights to the land and/or building, namely when the AJB is signed by the PPAT.

Furthermore, BPHTB is mentioned in Law Number 28 of 2009 concerning Regional Taxes and Regional Levies (PDRD Law) in Articles 85 to 92. In Article 90 of the PDRD Law paragraph (1) it is written "The time when the Land and/or Building Acquisition Tax is due is determined for: a. Sale and purchase is from the date the deed is made and signed;….." and paragraph (2) reads "The tax owed must be paid at the time the rights are acquired as referred to in paragraph (1)." It is written in Article 91 of the PDRD Law which states that "The Land Deed Official/Notary can only sign the deed of transfer of rights to land and/or buildings after the Taxpayer submits proof of tax payment". Based on the provisions of Article 90 and Article 91, it can be concluded that BPHTB will become a tax payable when the AJB is made by the PPAT and the buyer is obliged to pay the BPHTB to the local city Bapenda. After paying the BPHTB, the buyer brings proof of payment of the BPHTB and shows it to the PPAT, then the PPAT can sign the AJB to be processed and submitted to the local Land Office.

After the PDRD Law was revoked and replaced by Law Number 1 of 2022 concerning Financial Relations Between the Central Government and Regional Governments (HKPD Law), there were several changes to the regulations regarding BPHTB, including one of which was the time for BPHTB payments. Changes regarding the time for BPHTB payment arrangements, especially regarding the sale and purchase of land and/or building rights, are stated in Article 49 letter a which reads "The time for BPHTB debt is determined: a. on the date of the making and signing of the sale and purchase agreement for the sale and purchase;...". Based on these provisions, the BPHTB which was previously paid when the transfer of land rights from the seller to the buyer occurred by making and signing the AJB before the PPAT is now paid when the sale and purchase agreement is still in binding, there has not been any handover of the land and/or building.

The implementing regulations regarding the HKPD Law are further regulated in Government Regulation Number 35 of 2023 concerning General Provisions for Regional Taxes and Regional Levies (PP KUPDRD), namely in Article 18 paragraph (2) letter a which reads "The time when BPHTB is owed is determined at the time of acquisition of land and/or buildings with the provisions on the date of the creation and signing of the sale and purchase agreement for the sale and purchase." This regulatory change reflects a significant shift in the tax collection mechanism related to the acquisition of rights to land and/or buildings.

The regulatory changes related to regional taxes and levies through the HKPD Law are driven by several factors, one of which is the ongoing disparity in financial capacity between regions. Data from the Central Statistics Agency (BPS) indicates an inequality in financial capacity, leading to financial disparities between regions. This will impact migration rates to regions with better economic conditions and negatively impact inter-regional disparities due to declining regional incomes.[10]

Furthermore, regulatory changes regarding regional taxes and levies were implemented due to a lack of harmony in program alignment between the central and regional governments. This has resulted in a suboptimal fiscal relationship between the two. This discrepancy can impact fiscal policy regulations in the regional and national budgets (APBD), which can lead to low job creation, unstable poverty rates, and a decline in the quality of public services. According to data from the Central Statistics Agency (BPS), this unresolved obstacle has resulted in unstable poverty reduction.[11]

The HKPD Law was also established to realize transparent, accountable, and equitable fiscal decentralization. This regulation also aims to strengthen fiscal decentralization, which can improve regional services by increasing regional revenue and financial capacity. One of the principles of this law is to strengthen local taxing power while maintaining the economic well-being of the region. This regulation focuses on reforming performance-based regional transfer policies,

[10]Afifulloh, Tunggul Anshari SN, and Shinta, Hadiyantina. (2023). “Legal Politics of Regional Tax and Retribution Regulations Following Law Number 1 of 2022 Concerning Financial Relations Between the Central Government and Regional Governments.” In Clause: Journal of Constitutional, Administrative, Criminal and Civil Law. Volume 2 No. 2 October 2023. pp. 97-111. urlhttps://ejournal.uniska-kediri.ac.id/index.php/klausula/article/view/4077/2200, accessed on February 19, 2026 at 14.30 WIB.

[11]Ibid.

developing regional tax systems, expanding regional financing schemes, improving the quality of regional spending, and harmonizing central and regional spending.[12]

In the practice of buying and selling land rights, the PPJB is used as a preliminary agreement in the buying and selling process made by a Notary before the AJB is made by the PPAT. When viewed from its nature, the PPJB is an obligatory agreement, meaning that the PPJB only places reciprocal rights and obligations between the two parties, namely the seller and the buyer. Therefore, in the PPJB there has not been a transfer of ownership from the seller to the buyer, the transfer of ownership is considered to occur after the handover as referred to in Article 1459 of the Civil Code. Therefore, in the PPJB there is a separation between the time of the sale and purchase agreement and the time of the transfer of rights from the seller to the buyer. The PPJB is consensual, meaning it is considered to be born at the time of the agreement (Article 1458 of the Civil Code), but ownership has not been transferred at the time the PPJB is made and will only be transferred after the handover (Article 1459 of the Civil Code).

However, in the context of buying and selling with land and/or buildings as the object, there are different principles in Indonesia, as regulated by the Civil Code. According to the UUPA, buying and selling with land rights as the object is based on customary law. A sale and purchase according to land law or customary law is the transfer of land rights forever, which in customary law is called a "sell-off" and is cash, meaning that after the sale and purchase, the land rights are simultaneously transferred, thereby severing the relationship between the previous owner and the land forever.[13]

When viewed from the perspective of the principle of transfer of land rights in the sale and purchase of land rights, the time of determining the BPHTB tax payable based on the signing of the PPJB as regulated in Article 49 letter a of the HKPD Law is not in accordance with the principle of transfer of land rights. This is because the principle in the sale and purchase of land rights, the transfer of rights from the seller to the buyer is determined when the seller and buyer sign the AJB before the PPAT. The signing of the AJB before the PPAT shows the implementation of the clear and cash principle in the sale and purchase of land rights, namely the transfer of ownership of land rights and payment of the price made simultaneously

[12]Edi Sumantri. (2024). “Regional Tax Policy and Administration Post-Central and Regional Government Financial Relations Law in the Context of Maslahatul Ummat”, in ABHATS: Jurnal Islam Ulil Albab Volume 5 No 2. September 2024. pp. 42-58. urlhttps://journal.uii.ac.id/Abhats/article/view/36547/17302. accessed on February 19, 2026 at 14.34 WIB.

[13]Karel VH Baransano. (2024). "Legal Protection for Buyers in the Sale and Purchase of Customary Land Rights in the Sentani Tribe Customary Law Community in Jayapura Regency." In Socius: Journal of Social Sciences Research Volume 2 No. 5 December 2024. p. 125. url https://ojs.daarulhuda.or.id/index.php/Socius/article/download/1797/1944.accessed on February 19, 2026 at 15.00 WIB.

before the authorized official (PPAT), which principle is normatively institutionalized in Article 37 paragraph (1) of PP Number 24 of 1997 concerning Land Registration, where in this provision the AJB is not only interpreted as a requirement for land registration but also interpreted as authentic evidence of when the transfer of land rights from the seller to the buyer.

Furthermore, the legal product issued in a PPJB is a Notarial Deed, which cannot be recorded by the land office. This is different from the legal product of an AJB, which is a PPAT Deed. In this context, the land office has no connection with the legal product in the form of a notarial deed, in this case the PPJB, but only with the product issued by the PPAT. This is in line with the land office's position as the supervisory agency and the one that also appoints PPATs, so its working relationship is only with PPATs, including the legal products issued by PPATs.

However, although from a customary law perspective, determining the time of BPHTB debt based on PPJB is contrary to the principle of the time of transfer of land rights, according to the opinion of the Constitutional Court in its decision Number 117/PUU-XXI/2023 dated September 12, 2024, the provisions of Article 49 letter a of the HKPD Law are constitutional and do not conflict with the 1945 Constitution, in which in essence the Constitutional Court is of the opinion that the norm of Article 49 letter a of the HKPD Law is aimed at enabling the Government to increase revenue from BPHTB as one of the fiscal decentralization instruments used to finance regional development, therefore it is necessary to change the formulation of the norm when BPHTB is due for the sale and purchase of land and/or buildings.

Some of the considerations of the Constitutional Court in its decision include that if the time of BPHTB debt is determined at the time the AJB is made and signed before the PPAT, then this is the same as reviving the provisions of the norm of Article 90 paragraph (1) letter a of Law 28/2009 (PDRD Law) which has been revoked by the HKPD Law. The formulation of the norm in Article 90 paragraph (1) letter a of the PDRD Law is not enforced because the provision is considered to contain legal loopholes in the efforts of regional governments to increase tax revenues sourced from BPHTB. Therefore, the norm of Article 90 paragraph (1) letter a of Law 28/2009 was changed so that it does not become an opportunity for parties to make efforts to reduce the amount of BPHTB tax that will be imposed. Indications of efforts to reduce the tax occur because usually the parties when making AJB before the PPAT as per the previous provisions, almost do not explain correctly the sale and purchase transaction price which is the basis for determining BPHTB because the agreement between the parties is almost not explained properly. Meanwhile, by determining the time when the BPHTB is due for a sale and purchase at the time the PPJB is signed, it is impossible for the parties to make an agreement/contract regarding the sale and purchase transaction price that is incorrect because this will actually be detrimental to themselves.

Based on these facts, the government is attempting to increase revenue from the Land and Building Property Tax (BPHTB) as a fiscal decentralization instrument used to finance regional development. Therefore, it is necessary to amend the regulation on when BPHTB is due for the sale and purchase of land and/or buildings. This is intended to eliminate the possibility of tax avoidance by conducting multiple sales or transfer transactions, thereby delaying the approval of the PPJB into an AJB. Law 28/2009 stipulates that the BPHTB becomes due from the date the AJB is drawn up and signed.

Against the backdrop of factual issues to cover loopholes in the occurrence of BPHTB tax reductions, a change was made to the formulation of the norm regarding the time of BPHTB debt for the sale and purchase of land and/or buildings in Article 49 letter a of Law 1/2022 which differs from the provisions in Law 21/1997 and Law 28/2009, namely with the formulation "on the date the PPJB was made and signed". This change in the norm will help reduce the occurrence of land and/or building sale and purchase transactions that often harm buyers because with the BPHTB having been paid since the PPJB was signed, the government (tax office) can be aware from the start of the transaction process through the PPJB as an initial agreement. Moreover, related to taxpayer compliance, there is an obligation for notaries/PPAT to report the PPJB that has been paid to the regional head. Apart from the issue of encouraging taxpayer compliance, the determination of the time when BPHTB is due from the time the PPJB is signed will also encourage buyers to be more careful in purchasing property or conducting land and/or building sales transactions.

Based on an interview with Mrs. Nani Rohani, SH, Notary/PPAT in Temanggung Regency, the implementation of the norms of Article 49 letter a of the HKPD Law and its implementing regulations Article 18 paragraph (2) letter a of the PP KUPDRD regarding the collection of BPHTB sales and purchase taxes based on PPJB has not been implemented optimally, this is because in Temanggung Regency there are no regional regulations or other implementing regulations regarding the collection of BPHTB sales and purchase taxes based on PPJB. Technically, the regional regulation in Temanggung Regency that regulates the implementation of regional taxes is Regent Regulation Number 31 of 2024 concerning the Implementation of Regional Taxes, and in this regulation there are no regulations regarding the collection of BPHTB sales and purchase taxes based on PPJB.

4. Conclusion

The implementation of the norm when BPHTB is owed based on PPJB as regulated in Article 49 letter a of the HKPD Law and its transitional provisions in Article 18 paragraph (2) letter a of the PP KUPDRD is aimed at closing legal loopholes in the efforts of regional governments to increase tax revenues sourced from BPHTB as one of the fiscal decentralization instruments used to finance regional development. Viewed from the aspect of the principle of land sale and purchase based on customary law, BPHTB payment based on PPJB is considered contrary to the principle of sale and purchase because PPJB is obligatory and has not resulted in the transfer of rights, so that BPHTB cannot be considered owed because the tax object has not yet been born. However, as in the Constitutional Court Decision Number 117/PUU-XXI/2023 dated September 12, 2024, that PPJB can have legal consequences for the transfer of rights from the seller to the buyer as long as the buyer has paid the land price in full and the buyer has taken control of the object of sale and purchase and is carried out in good faith. The implementation of BPHTB payment norms based on PPJB in practice in Temanggung Regency has not been effective because there are no regional regulations that accommodate BPHTB payment procedures based on PPJB. A statutory regulation should have a correlation between one legal rule and another, both hierarchically and substantively. Therefore, it is necessary to formulate regulations that can serve as a basis for harmonization between the principles of buying and selling land rights based on customary law according to the UUPA, with the strengthening of fiscal decentralization through regional revenue from BPHTB taxes based on PPJB as intended in the HKPD Law, in order to obtain legal certainty in the implementation of the imposition of BPHTB taxes on the sale and purchase of land rights.

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