

Principles of Agreement in the Sale and Purchase of Private Land: Understanding the Risks and Legal Power

Prinsip-Prinsip Perjanjian Jual Beli Tanah di Bawah Tangan: Memahami Resiko dan Kekuatan Hukumnya

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ABSTRACT

This article discusses the principles of agreements in the Private Sale of Land, the associated risks, and their legal validity. A private sale of Land is a transaction conducted without the involvement of a Land Deed Official and is often based solely on an agreement between the buyer and seller. This study aims to analyze the relevant principles of agreements in Private Sale of Land, identify the risks that arise, and evaluate their legal validity. This research employs normative methods, utilizing a legislative approach and a case study approach. The results indicate that Private sales of Land carry significant risks because they do not meet the formal requirements stipulated in laws and regulations, which can result in legal uncertainty and ownership disputes. Nevertheless, courts have, in some cases, recognized the evidentiary force of a Private Sale of Land if it meets the requirements of a valid agreement and is supported by other evidence. This article concludes that the public should exercise caution in private land sale transactions and choose methods that are safe and legally valid.

Keywords: Principle of agreement; private sale and purchase of land; the Risks and Legal Power

ABSTRAK

Artikel ini membahas prinsip-prinsip perjanjian dalam Jual Beli Tanah Secara Privat, risiko, dan keabsahan hukumnya. Jual Beli Tanah Secara Privat adalah transaksi yang dilakukan tanpa melibatkan Pejabat Pembuat Akta Tanah dan seringkali hanya didasarkan pada kesepakatan antara pembeli dan penjual. Penelitian ini bertujuan untuk menganalisis prinsip-prinsip perjanjian yang relevan dalam Jual Beli Tanah Secara Privat, mengidentifikasi risiko yang timbul, dan mengevaluasi keabsahan hukumnya. Penelitian ini menggunakan penelitian normatif sebagai metodenya dengan pendekatan legislatif dan pendekatan studi kasus. Hasil penelitian menunjukkan bahwa Jual Beli Tanah Secara Privat mengandung risiko yang signifikan karena tidak memenuhi persyaratan formal yang ditetapkan dalam peraturan perundang-undangan, yang dapat mengakibatkan ketidakpastian hukum dan sengketa kepemilikan. Meskipun demikian, pengadilan dalam beberapa kasus telah mengakui kekuatan pembuktian Jual Beli Tanah Secara Privat jika memenuhi persyaratan perjanjian yang sah dan didukung oleh alat bukti lain. Artikel ini menyimpulkan bahwa masyarakat harus berhati-hati dalam transaksi Jual Beli Tanah Secara Privat dan memilih metode yang aman dan sah secara hukum.

Kata Kunci: Prinsip kesepakatan,; penjualan dan pembelian tanah secara pribadi; Risiko dan Kekuatan Hukum

INTRODUCTION

Background

Land is a precious gift from God, and God created it only once. Land is the surface of the earth, possessing economic, social, cultural, and spiritual value, and can be granted rights to both *natural* and *legal persons*.¹ As time and population change, the demand for land increases. This has led to various types of land sales and purchase transactions.² Generally, these land sales and purchase transactions can be conducted through a Land Deed Registrar or through a private agreement, drawn up by the village or sub-district office, or by the parties themselves.³

Private Sale of Lands is a land sales transaction conducted without the involvement of a Land Deed Official.⁴ These transactions are conducted solely based on an agreement between the buyer and seller, or in the presence of witnesses or involving the village or sub-district, outlined in a written contract. The sales agreement between the buyer and seller can also occur without the involvement of the town or sub-district, and can even be made verbally without a written contract. This practice remains commonplace among the public due to a lack of understanding of the law and its risks, the perception that underhand transactions are less expensive than through a Land Deed Official, and the perceived simplicity of the process.⁵

Many people, particularly in rural areas, prefer to conduct land sales privately rather than through a Land Deed Official for the various reasons mentioned above, as they believe the transaction is based on mutual trust. Furthermore, private sales are considered practical, fast, simple, and low-cost, akin to judicial principles. Despite these conveniences, several questions arise:

¹ Article 4 paragraph (1) of Law Number 5 of 1960 concerning Basic Agrarian Regulations.

² Elviani, and Y. P. Amboro, "Prosedur Pengurusan Balik Nama Sertifikat Tanah Hasil Jual-beli di Badan Pertanahan Nasional Melalui Kantor Notaris & LAND DEED OFFICIAL Yusuf Gutomo, S.H., M.Kn.," *ConCEPT - Conference on Community Engagement Project* 1, No. 1, (2020), p.1.

³ Rifandika Naufal Afif, Andi Muh Ihsan, and Dita Elvia Kusuma Putri, "Akibat Hukum Bagi Notaris Terhadap Penyalahgunaan Keadaan Dalam Pembuatan Akta Autentik," *Jurnal Ilmu Kenotariatan* 5, no. 1 (2024): 45–61.

⁴ Holla, Rafi Salhi, and Clarissa Oktaviriya Prakoso, "Legal Certainty Regarding the Conversion of Land Certificates To An Electronic System Based On Security Principles," *Jurnal Ilmu Kenotariatan* 5, no. 2 (2024): 88–101.

⁵ W. P. Oktavio, "Penerapan Asas Publisitas pada Pendaftaran Tanah Sistematis Lengkap di Kota Sawahlunto Provinsi Sumatera Barat," *Unes Law Review* 5, No. 1, (2022): 138-151.

1. Does the private sale and purchase of land have valid legal force and comply with the principles of the land sale and purchase agreement?
2. What legal risks will arise for parties who buy and sell land privately?
3. What is the evidentiary power of a Private Sale of Land and a purchase agreement in a court dispute?

The private sale of Land carries significant risks, potentially acting like a time bomb that could explode long after the transaction has taken place. Land sale and purchase agreements that do not involve a Land Deed Official often fail to meet the formal requirements stipulated in laws and regulations, which can lead to legal uncertainty.⁶ Ownership disputes, boundary disputes, and even the cancellation of the agreement. Furthermore, Private Sale of Land and purchase agreements cannot be further formalized into ownership certificates, making it difficult for the buyer to prove their ownership rights in court if disputes arise. Land administration management in a region requires clear regulatory support regarding the legal definition of the basis of land rights.⁷

Land sale and purchase agreements in law are part of contract law, which encompasses several key principles, including the principle of freedom of contract, the principle of consensualism, the pacta sunt servanda principle, and the principle of good faith, all of which contribute to determining the validity and legal force of an agreement.⁸ Specifically, in land sale and purchase agreements, there are also cash principles and clear principles. The application of these principles in Private Sale of Land and purchase agreements gives rise to different interpretations, especially in relation to fulfilling the conditions for the validity of the contract and protecting the rights of the parties.

⁶ Febrian, et.al., "Jual Beli: Bagaimana Jika Transaksi Jual Beli Atas Tanah Tidak Dilakukan Dihadapan Pejabat Pembuat Akta Tanah," *Jurnal Sosial dan Sains (SOSAINS)*, 5, No. 4, (2025): 1024.

⁷ Ardiansyah, "Implikasi Hukum Penghapusan Surat Keterangan Tanah Sebagai Bukti Kepemilikan Tanah". *Proceeding APHTN-HAN 2*, No. 1, (2024): 1-36.

⁸ Gusti Ayu Sri Krisnayanti, "Pengimplemetasian Asas dalam Hukum Perikatan Khususnya Asas Konsensualisme," *Presidensial: Jurnal Hukum, Adminnistrasi Negara, dan Kebijakan Publik 2*, No. 1, (2025): 150.

Rumusan Masalah / Problem Formulation

This study aims to analyze the relevant contractual principles in Private Sale of Land and purchase agreements using a statutory approach and a legally binding case approach. Furthermore, this study aims to identify potential risks and evaluate the legal validity of private land sales and purchase agreements. By examining these risks and the legal validity of these agreements, it is hoped that the public will exercise caution in private land sales and purchase transactions by choosing to conduct land transactions safely.

Metode / Method

Normative research, or library legal studies, is the type of research employed by the researcher in this study. Normative research considers law as what is written in positive law; therefore, it is often referred to as doctrinal legal research. The focus of this research is on the principles of Private Sale of Land and purchase agreements. The researcher also examines how these options are applied from a contract law perspective, specifically regarding the tenets of agreements contained in Private Sale of Land agreements, their legal consequences, the strength of evidence, and the risks of problems arising from such contracts.

PEMBAHASAN / DISCUSSION

A. Basic Concepts of Land Selling and Buying

Land sale and purchase is an agreement made by mutual agreement of the parties where the seller agrees to transfer ownership of the land to the buyer in exchange for an agreed sum of money. In Indonesia, land sale and purchase are not only part of civil law, but also of agrarian law. According to Article 1457 of the Civil Code (hereinafter abbreviated as KUHPerduta) or Burgerlijk Wetboek, a sale and purchase is defined as an agreement in which both parties agree that one party delivers goods while the other party makes payment with a sum of money. In a land sale and purchase, one party transfers ownership of the land to the other party, who then makes payment at the agreed-upon price.⁹

Referring to the provisions of Article 4 paragraph (1) of Act Number 5 of 1960 concerning Basic Agrarian Principles (hereinafter abbreviated as Agrarian Act), land

⁹ Citra Adityana Setyawan and Antiko Wati, "Peralihan Hak Atas Tanah Dengan Kuitansi Jual Beli," *Jurnal Ilmu Kenotariatan* 3, no. 1 (2022): 14–22.

is a layer of the earth's surface that can be given or owned either individually or jointly by *natural persons* or *legal persons*.¹⁰ This states that land is the property of both individuals and legal entities.¹¹ Therefore, ownership must be proven with clear evidence of ownership. With clear evidence of ownership, land owners can transfer their ownership rights, one of which is by carrying out a sale and purchase.¹² As stipulated in Article 20, paragraph (2) of the Agrarian Act, land ownership rights can be transferred or assigned to another party.

In carrying out the sale and purchase of land, a land deed official has actually been appointed.¹³ As a public official, as determined by Government Regulation Number 24 of 1997 concerning Land Registration (hereinafter abbreviated as PP Land Registration). The land deed official is tasked with making a Deed of Sale and Purchase (hereinafter abbreviated as AJB) so that the deed can be registered with the National Land Agency (hereinafter abbreviated as BPN). The problem is, in land registration, based on Article 37 paragraph (2) of the Agrarian Act, it is determined that the transfer of land rights under certain circumstances carried out by *a natural person* which is done underhand or not made by a land deed official is permitted to be registered as long as the level of truth is deemed sufficient by the Head of the Agrarian Office.

Because underhanded Selling and buying are still permitted, albeit under certain circumstances, many people engage in private land sales. Furthermore, Private Sales of Land are considered easy, fast, and inexpensive, partly due to public ignorance of the legal risks involved.¹⁴ The differences between selling and buying land underhandedly and by a land deed official are as follows:

Table 1. The differences between selling and buying land underhandedly and by a land deed official

¹⁰ Ahmad Farich Sulthoni, "Batas Pertanggungjawaban Notaris Atas Pembuatan Akta Otentik," *Jurnal Ilmu Kenotariatan* 2, no. 1 (2021): 69-90.

¹¹ Andika Putra Eskanugraha, "Penandatanganan Akta Notariil Diluar Kantor Notaris Yang Masuk Dalam Lingkup Wilayah Jabatannya," *Jurnal Ilmu Kenotariatan* 1, no. 2 (2020): 74-93.

¹² M. Kartiwi, "Peran Pejabat Pembuat Akta Tanah Dalam Meminimalisir Sengketa Tanah," *Res Nullius Law Journal* 2, No. 1, (2020): 124.

¹³ Murni dkk, "Peran Pejabat Pembuat Akta Tanah dalam Proses Peralihan Jual Beli Hak atas Tanah." *Jurnal Kajian Pembaruan Hukum* 1, No. 1, (2021): 27.

¹⁴ Wilan, "Perjanjian Jual Beli Hak Milik Atas Tanah Dengan Menggunakan Akta Di Bawah Tangan (Studi Di Desa Padang Pulau Kecamatan Bandar Pulau Kabupaten Asahan)," *Jurnal Usu* 1, No. 1, (2018): 74.

	Selling and buying land before the land deed official	Selling and buying land under your hands
Form of Agreement	The land deed official makes the Sale and Purchase Deed	Private agreement or receipt made by the parties
Transfer of rights	After the AJB is registered with the BPN, the land rights can be transferred completely, allowing a land ownership certificate to be issued in the buyer's name.	Land rights cannot be transferred immediately.
Legal force	If it has become a certificate of ownership, it will be perfect evidence.	Still need other supporting evidence, witness statements and confessions from the seller
Legal Protection	Ensuring legal certainty and protection of rights for buyers	There is no legal certainty and a risk of disputes arising.
Cost	The costs are higher because there are land deed official fees and the obligation to pay taxes to both the buyer and the seller.	There is no obligation to pay taxes or land deed official fees, resulting in lower costs.

B. Land Sale and Purchase Agreement

In general, there are several principles of agreement, as follows:

1. The principle of freedom of contract, as stipulated in Article 1338 Burgerlijk Wetboek, is very fundamental in an agreement. This principle gives a person the freedom to make or not make an agreement, ensuring that they cannot be forced to agree against their will. This principle encompasses the terms and contents of the contract, allowing the parties to determine what is agreed upon and formulate clauses that are in accordance with the agreement, as long as they do not violate the law or morality. ¹⁵Because of this principle, a person is free to determine the form of the agreement, whether it is made verbally, in writing or in an authentic deed. The parties are also free to decide with whom they will agree. In the sale and purchase of land, this principle is applied because neither

¹⁵ Munir Fuady, *Hukum Kontrak (dari sudut pandang Hukum Bisnis)*, (Bandung: Citra Aditya Bakti, 1999), p. 97.

the seller nor the buyer is limited to whom they must sell or the land they must buy.

2. The principle of consensualism is a principle in agreements that states that an agreement is considered valid from the moment it is reached. In this case, the deal does not recognize any specific formal requirements.¹⁶This principle cannot be applied to land sale and purchase agreements because there are formal requirements that must be met, as outlined in the PP on Land Registration.
3. The principle of *Pacta Sunt Servanda* is a principle based on the provisions of Article 1338 paragraph (1) of the *Civil Code*, where all agreements made are binding on the parties and apply the same as the law. This shows that the deal has binding force and must be fulfilled. There is no mandatory provision that the agreement referred to in this principle must be an authentic deed,¹⁷So that Private Sale of Land and purchase agreements are also subject to this principle, therefore, both the seller and the buyer in a Private Sale of Land and purchase agreement are obliged to fulfill their promises or perform their duties unless there is a court decision or the parties agree to cancel the deal.
4. The principle of good faith is a legal principle in an agreement that requires the parties to act honestly and sincerely. As stipulated in Article 1338 paragraph (3) of the *Civil Code*, an agreement must be based on good faith. Therefore, if one party does not act in good faith, that party can be considered to have violated the agreement. In a Private Sale of Land and purchase agreement, this principle is also required so that the parties can fulfill their obligations as both buyer and seller, thereby preventing problems or disputes from arising in the future.
5. The principle of clarity (*Prakelijkenheid Beginselen*) means that every land sale and purchase must be conducted transparently, meaning that the seller's ownership rights are clearly theirs, not those of another person or heir. Furthermore, the parties must ensure that the transaction is conducted before an authorized official, meaning it must be performed before a Land Deed Official, and a formal deed of sale must be drawn up. This principle cannot be applied to the private

¹⁶ Agus Yudha Hernoko, *Hukum Perjanjian Asas Proporsionalitas Dalam Kontrak Komersial*, (Yogyakarta: Laksbang Mediatama, 2008), p.65.

¹⁷ Muhammad Abdulkadir, *Hukum Perikatan*, (Bandung: Citra Aditiya Bakti, 1990)p.84.

sale of land because it is not conducted before a Land Deed Official, and no deed of sale is drawn up.

6. The Cash Principle (*Contante Beginselen*) means that land sales and purchases must be made in cash and paid in full upon signing the deed of sale before the land deed official.¹⁸In the case of Private Sales of Land and purchases, there is no recognition of the deed of sale before the land deed official; therefore, this principle is not considered. Meanwhile, a cash-in-Private Sale of Lands and purchases means that the sale and purchase agreement includes both goods and money. If the buyer wants payment in installments, the seller will have difficulty proving it if the Private Sale of Land and purchase is not made in cash.

C. Analysis of Private Sale of Land and purchase agreement cases, and the strength of evidence in court

This study analyzed two court decisions, specifically the decision in Case Number 63/Pdt.G/2024/PN Bil, which was rendered on Thursday, April 24, 2025. In this decision, the panel of judges considered:

1. Based on the principle of good faith, the Panel of Judges declared the Defendants as the heirs of Hj. Zulaichio alias Mistin (Alm.), who in this case was the seller in the Private Sale of Land and the purchase agreement made with the Plaintiffs. The Defendants were deemed to have acted without good faith because they were unwilling to assist the Plaintiffs in processing the land registration as a certificate of ownership at the office of the Co-Defendant, which in this case is the BPN.
2. The Panel of Judges considered the evidence presented in the form of a deed of sale and purchase of land underhand as stipulated in Article 1874 of the *Burgerlijk Wetboek*. It must fulfill the elements in Article 1320 of the *Burgerlijk Wetboek* so that the deed of sale and purchase is considered valid and binding on the parties and applies as a law, as stipulated in Article 1338 of the *Burgerlijk Wetboek*.
3. In its consideration, the Panel of Judges granted the Plaintiffs' request to declare the Private Sale of Land and the purchase valid and binding. Because

¹⁸ *Op.Cit.*, Murni et al., 2021, p. 40.

the request was granted, the deed of Private Sale of Land and the purchase agreement were executed by Hj. ZULAICHO alias MISTIN (deceased) is considered valid and binding on the parties because its truth can be proven in court by presenting supporting evidence and witnesses who are familiar with the agreement.

4. The Panel of Judges in this case also granted the petition requested by the Plaintiffs so that the Plaintiffs comply with and implement this decision, considering that the Defendants are the heirs of Hj. ZULAICHO alias MISTIN (deceased), who had sold his land to the Plaintiffs. In addition, the Panel of Judges considered the good faith of the Plaintiffs to implement orderly land administration.
5. Then the panel of judges also granted the request by ordering the Co-Defendant in this case, the BPN, to comply with the decision and immediately assist in the process of registering and issuing certificates of land rights belonging to each of the Plaintiffs.

Analysis of the evidentiary strength of the underhand sale and purchase in Case Number 63/Pdt.G/2024/PN Bil, which the Panel of Judges acknowledged as the evidentiary strength of the underhand sale and purchase of land carried out by Hj. ZULAICHO Alias MISTIN (Alm.) with the Plaintiffs, even though the agreement was not made before the Land Deed Official, so that the agreement was declared valid and binding on the parties.

1. The conditions for a valid agreement have been fulfilled. In this case, the Panel of Judges thinks that the Private Sale of Land and purchase agreement has fulfilled the conditions for a valid agreement as stipulated in Article 1320 of *the Burgerlijk Wetboek*, including:
 - a. Agreed, because there is an agreement between the seller in this case, Hj. ZULAICHO alias MISTIN (deceased) and the buyer, namely the Plaintiffs, to carry out the sale and purchase of land.
 - b. The capacity of the parties, the buyer and seller, is deemed to be of sufficient age and not under guardianship to carry out legal acts.

- c. The object of the agreement is clear, the land being bought and sold is genuinely owned by the seller in this case, Hj. ZULAICHO alias MISTIN (Alm.) as evidenced by the existence of a Certificate of Ownership in the name of the seller, not in dispute and in the possession of the seller when the sale and purchase transaction was carried out.
 - d. Because it is permissible, the land that is the object of the sale and purchase does not conflict with law and morality.
2. The Panel of Judges acknowledged that the private agreement in this case was a private deed. In this case, the Panel of Judges stated that the validity of a private deed depends not on its form, but on whether the conditions for a valid agreement are met.
 3. Supporting evidence, in addition to the private sale and purchase agreement, the Plaintiffs also submitted other supporting evidence to strengthen the deal. This evidence includes a Certificate of Ownership in the name of Hj. Zulaicho, payment receipts, and witness statements, thus maintaining the Plaintiffs' arguments.
 4. There is no ownership dispute; in this case, the Panel of Judges considers that there is no ownership dispute, as proven by the fact that the Land Ownership Certificate is in the name of Hj. The Plaintiffs control Zulaicho, and the object of the lawsuit, in the form of the land, is also controlled by the Plaintiffs without any lawsuit or objection from any other party to said control.

The application of the principles of agreement in this decision includes:

1. The principle of consensualism, where an agreement is born from the agreement of the parties to the contract.
2. The principle of *Pacta Sunt Servanda*, an agreement that has been agreed upon is binding on the parties who made it, including the heirs of Hj. Zulaicho.
3. The principle of good faith, the parties to the agreement must carry out their rights and obligations in good faith, including their heirs. In this case, the heirs violated this principle because they did not want to assist the Plaintiffs as buyers in carrying out the land registration process or changing the name on the land title certificate.

4. Based on the principle of expediency, the Panel of Judges considered that the decision rendered must provide benefits. In this case, the decision must provide legal certainty regarding the ownership status of the land purchased by the Plaintiffs.

In the case above, it can be concluded that agreements made by hand must fulfill the principles of agreements, and their validity must be proven by presenting supporting evidence and witnesses who are aware of the agreement's occurrence, thereby establishing its validity and binding nature.

Analysis of the Decision in Case Number 76/Pdt.G/2012/PN AB, which was decided on Monday, March 4, 2013. In this decision, a dispute arises over rights, as the Plaintiff holds a certificate of ownership number 3414. At the same time, Defendant II also claims to have rights to the land based on an alleged underhanded sale and purchase carried out between Defendant II and Defendant I.

1. The title deed number 3414 in the Plaintiff's name constitutes strong evidence of ownership, unless another party can prove otherwise. Referring to the witnesses and evidence presented at the trial, the title deed is valid and was issued in accordance with procedures.
2. The Panel of Judges declared the deed of sale and purchase of land under contract between Defendant I and Defendant II to be invalid and legally flawed. This was because Defendant I was not the legal owner and therefore could not sell the land. Thus, the deed of sale and purchase made under contract had no legal force and could not override the land title certificate held by the Plaintiff.
3. The State Administrative Court decision has rejected the lawsuit filed by Defendant I to cancel the land ownership certificate number 3414. Therefore, this Administrative Court decision strengthens the Plaintiff's position as the legal owner.
4. The Panel of Judges ruled that Defendant II's actions in controlling and occupying the Plaintiff's land were unlawful. Therefore, the private sale and purchase deed drawn up by Defendant I and Defendant II cannot be used as a basis for controlling another person's land.

The principles applied by the Panel of Judges in this case are:

1. The principle of legal certainty, in this case, the Ambon District Court, through the Panel of Judges who examined the case, provided legal certainty to the owner of the ownership certificate number 3414, which, in this case, is the Plaintiff, by protecting his ownership rights through a decision.
2. The principle of good faith, in this case, Defendant I was deemed not to have acted in good faith because he sold land that was not his, and Defendant II also did not act in good faith because he did not check the ownership rights of the land first before buying it.

In the decision, the Private Sale of Land and purchase agreement were not carried out legally because the seller was not the legal owner of the land being sold. Therefore, the agreement made was invalid, as the object of the contract did not belong to the seller.¹⁹ This resulted in the non-fulfillment of the agreement's elements because the object of the contract did not belong to the seller, in this case, Defendant I. Since the object of the contract did not belong to the seller, this agreement also violated the ownership rights of others, rendering it unlawful and failing to fulfill the elements of a lawful cause of action.

KESIMPULAN / CONCLUSION

Private Sales of Land are a common practice, but they carry significant legal risks because they often fail to meet the formal requirements stipulated in law. Consequently, these transactions can lead to legal uncertainty, ownership disputes, and even the cancellation of the agreement. Nevertheless, the court may recognize the legal force of a private sale of Land and a purchase agreement if it meets the requirements for a valid agreement as stipulated in Article 1320 *of the Civil Code. Wetboek* (Civil Code), and supported by other evidence such as payment receipts, witness statements, and the absence of ownership disputes.

The public needs to understand the risks and legal implications associated with the private sale of Land. This practice is discouraged due to the lack of legal certainty and protection for all parties. As an alternative, the public is encouraged to conduct land sales through a Land Deed Official to ensure the transaction is legally valid, provides legal certainty, and protects the rights of all parties involved. This is

¹⁹ Sudaryanto, *Problematika Hukum dalam Transaksi Jual Beli Tanah di Indonesia*, (Yogyakarta: Gadjah Mada University Press, 2015), p. 73.

expected to encourage greater caution and to choose safer and more legally compliant methods for land sales.

Daftar Pustaka / References

Afif, Rifandika Naufal, Andi Muh Ihsan, and Dita Elvia Kusuma Putri. "Akibat Hukum Bagi Notaris Terhadap Penyalahgunaan Keadaan Dalam Pembuatan Akta Autentik." *Jurnal Ilmu Kenotariatan* 5, no. 1 (2024): 45-61. <https://doi.org/10.19184/jik.v5i1.47761>.

Agus Yudha Hernoko, 2008, *Hukum Perjanjian Asas Proporsionalitas Dalam Kontrak Komersial*, Laksbang Mediatama, Yogyakarta.

Ardiansyah. Implikasi Hukum Penghapusan Surat Keterangan Tanah Sebagai Bukti Kepemilikan Tanah. *Proceeding APHTN-HAN*, 2024, 2.1: 1-36.

Eskanugraha, Andika Putra. "Penandatanganan Akta Notariil Diluar Kantor Notaris Yang Masuk Dalam Lingkup Wilayah Jabatannya." *Jurnal Ilmu Kenotariatan* 1, no. 2 (2020): 74-93. <https://doi.org/10.19184/jik.v1i2.23721>.

Febrian dkk, 2025, *Jual Beli: Bagaimana Jika Transaksi Jual Beli Atas Tanah Tidak Dilakukan Dihadapan Pejabat Pembuat Akta Tanah*, *Jurnal Sosial dan Sains (SOSAINS)*, Vol. 5, Nomor 4, April 2025, Fakultas Hukum Universitas Kristen Indonesia.

Gusti Ayu Sri Krisnayanti, 2025, *Pengimplemetasian Asas dalam Hukum Perikatan Khususnya Asas Konsensualisme, Presidensial: Jurnal Hukum, Adminnistrasi Negara, dan Kebijakan Publik*, volume 2, Nomor 1.

Holla, Rafi Salhi, and Clarissa Oktaviriya Prakoso. "Legal Certainty Regarding the Conversion of Land Certificates To An Electronic System Based On Security Principles." *Jurnal Ilmu Kenotariatan* 5, no. 2 (2024): 88-101. <https://doi.org/10.19184/jik.v5i2.52007>.

M. Kartiwi, 2020, *Peran Pejabat Pembuat Akta Tanah Dalam Meminimalisir Sengketa Tanah*, *Res Nullius Law Journal*, 2 (1).

Melaniati Suharni, 2024, *Implementasi Asas Pacta Sunt Servanda Dalam Jual Beli Tanah (Studi Kasus Putusan No. 54/Pdt. G/2016/PN.Jkt. Sel)*. Undergraduate thesis, Universitas Katolik Widya Mandira Kupang.

Muhammad Abdulkadir, 1990, *Hukum Perikatan*, Bandung: Citra Aditya Bakti.

Munir Fuady, 1999, *Hukum Kontrak (dari sudut pandang Hukum Bisnis)*, Bandung: Citra Aditya Bakti.

Murni dkk, 2021, *Peran Pejabat Pembuat Akta Tanah dalam Proses Peralihan Jual Beli Hak atas Tanah*. *Jurnal Kajian Pembaruan Hukum*, Edisi 1 (1).

- Oktavio, W. P., 2022, Penerapan Asas Publisitas pada Pendaftaran Tanah Sistematis Lengkap di Kota Sawahlunto Provinsi Sumatera Barat, *Unes Law Review*, 5(1).
- Setyawan, Citra Adityana, and Antiko Wati. "Peralihan Hak Atas Tanah Dengan Kuitansi Jual Beli." *Jurnal Ilmu Kenotariatan* 3, no. 1 (2022): 14-22. <https://doi.org/10.19184/jik.v3i1.34913>.
- Sudaryanto, 2015, Problematika Hukum dalam Transaksi Jual Beli Tanah di Indonesia, Gadjah Mada University Press.
- Sulthoni, Ahmad Farich. "Batas Pertanggungjawaban Notaris Atas Pembuatan Akta Otentik." *Jurnal Ilmu Kenotariatan* 2, no. 1 (2021): 69-90. <https://doi.org/10.19184/jik.v2i1.20961>.
- Wilan, 2018, Perjanjian Jual Beli Hak Milik Atas Tanah Dengan Menggunakan Akta Di Bawah Tangan (Studi Di Desa Padang Pulau Kecamatan Bandar Pulau Kabupaten Asahan), *Jurnal Fakultas Hukum Universitas Muhammadiyah Sumatera Utara*, 1 (1).