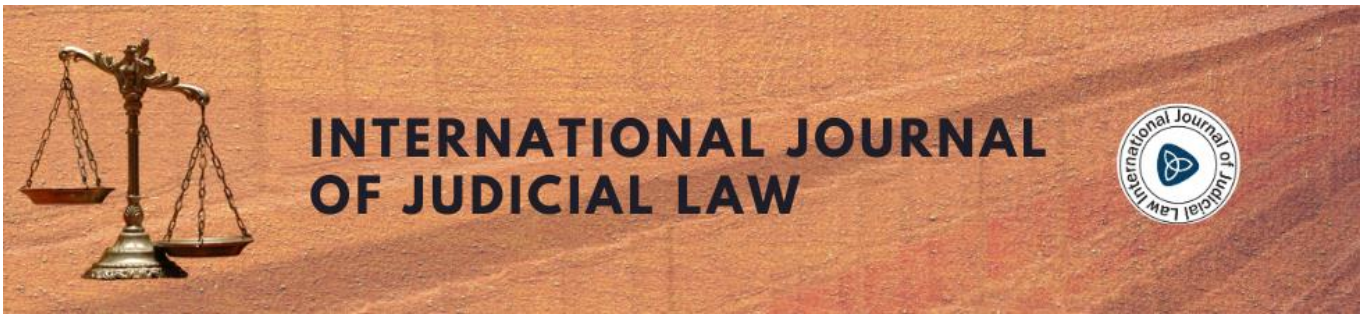




Legal Consequences of a Binding Sales and Purchase Agreement for Land Made Before a Notary

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Abstract

The Sales and Purchase Agreement (PPJB) is a preliminary contract that binds the seller and the buyer until the execution of the Deed of Sale and Purchase (AJB). Although the PPJB is not explicitly regulated under Indonesian law, it is governed by the provisions of Book III of the Civil Code concerning agreements. Research Objectives, This study aims to: Evaluate the compliance of PPJB with applicable legal provisions. Examine the practice of its drafting and implementation. Provide recommendations for the formulation of more specific regulations to strengthen legal protection for the parties involved. The research employs a normative legal approach, conducted through document analysis, literature review, and examination of relevant legislation. Research Findings, The PPJB serves as an introductory agreement that establishes a binding relationship between the seller and the buyer until the AJB is executed. Although the PPJB is not expressly regulated by statutory law or other binding provisions, it is subject to the principles of freedom of contract under Article 1338 of the Civil Code. While a PPJB may be executed privately (under hand), it is strongly recommended that it be made before a notary. This ensures legal certainty, prevents the emergence of vague norms, and provides stronger evidentiary value as a perfect form of proof, thereby enhancing legal protection for both parties.

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1. Introduction

Land possesses high economic value, particularly in urban areas and tourism regions. Consequently, land often becomes a source of disputes, especially concerning ownership rights in the public domain. Empirical evidence shows that the population continues to increase, while the available land area remains constant. As the number of residents grows, the demand for land inevitably rises. This increasing demand directly contributes to the escalation of land prices, which can become significantly high, especially in densely populated or strategically located regions.

Recognizing the importance of state regulation over land, the 1945 Constitution of the Republic of Indonesia explicitly addresses this matter in Article 33, paragraph (3). This constitutional provision serves as the foundation for the state's authority, granting the government the power to regulate the allocation and utilization of land.

In line with this constitutional mandate, on September 24, 1960, the government enacted Law No. 5 of 1960, known as the Basic Agrarian Law (Undang-Undang Pokok Agraria, UUPA). The primary objective of this legislation was to provide legal certainty in matters concerning land. Prior to the enactment of the UUPA, Indonesia operated under a dual legal system in land affairs: customary (adat) law and Western law as codified in the Civil Code.

The issuance of the UUPA thus marked a significant step toward unifying and harmonizing land law in Indonesia, ensuring that land regulation was firmly rooted in constitutional principles while addressing the complexities arising from the coexistence of

different legal traditions.^[1] In the UUPA Regulation Number 5 of 1960 is also known as a number of right on land which includes: Ownership Rights, Cultivation Rights (HGU), Building Rights (HGB) and Usage Rights. In the need for man to right on land will cause actions law and deeds the Can shaped agreement.

According to Article 1313 of the Indonesian Civil Code, an agreement is defined as an act by which one or more persons bind themselves to one or more other persons. This means that an agreement arises from the voluntary commitment of the parties, and its content becomes the rights and obligations mutually accepted by them.

The law of agreements is regulated in Book III of the Civil Code, which adheres to an open system. This system allows individuals the freedom to create agreements, whether already regulated by law or not, thereby granting the broadest possible autonomy to the public in drafting contracts, provided they comply with applicable legal provisions.

The principle of freedom of contract serves as guidance in contract formation. Legally, parties must be in a position of freedom to determine the matters they wish to include in the agreement. However, once the agreement is signed, the parties are bound by its terms and are no longer free to disregard what has been stipulated. Article 1338 paragraph (1) of the Civil Code states: *"All agreements made legally shall apply as law for those who have made them"*. This principle is a direct consequence of the open system: parties are free to enter into agreements as long as they fulfill the requirements set forth in Article 1338 of the Civil Code.^[2]

Related with matter the Subekti, in his book "Law Agreement", distinguishing understanding between engagement with agreement. Relationship between agreements and contracts is that agreement it publishes the engagement. Agreement is source engagement, in addition other sources.^[3] More carry on put forward that; As something actions law or actions that have consequence law, agreement can cause rights and obligations. However Thus, rights and obligations arise only can sued If agreement or agreement the done in a way valid. Based on Article 1320 of the Civil Code, the validity of agreement must fulfil condition subjective and objective. Condition subjective covering agreed for tie up self and skills for make something agreement. While condition objectives that must be filled in something agreement is something matter certain and the existence of for halal reasons.

Sell buy is Wrong One method Which often used for divert right on land. Buy and sell arranged in Article 1457 of the Civil Code, as "A Agreement", where sellers and buyers tie up himself For deliver right on land to buyer with pay price Which has agreed together. Se ddangkan dalam Basic Agrarian Law (UUPA) Number 5 Year 1960, understanding sell buy land has changed become "The act Law P transfer Right " For forever and ever cash. Then issued Government Regulation (PP) Number 24 of 2016 on change Regulation Government (PP) Number 37 Year 1998 about Registration Land, which determine that sell buy land must prove with something deed made in front of Official Maker Deed Land (furthermore called Land Deed Official (PPAT).

In the condition certain sell buy on land Not yet Can implemented due to existence elements that have not been fulfilled, including ; Certificate Not yet There is Because Still in process, not yet occurrence settlement price or taxes that charged to sell buy right on land Not yet can paid good by seller or buyers^[4], as well as the land that becomes object sell buy Still into a certain zone. So, from that, born A breakthrough the law that is called Agreement Sales and Purchase Agreement (PPJB). PPJB in matter This functioning as agreement binding introduction sellers and buyers before existence Deed of Sale and Purchase (AJB). Meaning that, the Agreement Sales and Purchase Agreement (PPJB) is domiciled as one of the form from " Agreement Obligatoir" (Unnamed Agreement); Agreement that is not arranged in a way specifically in Constitution.

A Sales and Purchase Agreement (PPJB) for land may be executed privately (under hand), but it is strongly recommended that it be made before a Notary Public in the form of an authentic deed. By doing so, the parties obtain full legal protection in accordance with the provisions of Law No. 2 of 2014, which amended Law No. 30 of 2004 concerning the Position of Notary (UUJN).

Article 15 of the UUJN explicitly states that a Notary Public is authorized to draw up authentic deeds regarding all acts, agreements, and stipulations required by legislation and/or requested by the parties concerned to be set forth in an authentic deed. The notarial deed guarantees certainty of the date of creation, ensures proper storage of the deed, and provides the issuance of grosse, copies, and excerpts. All of these functions are valid insofar as the making of the deed has not been assigned to or excluded for other officials or persons as determined by law. Thus, executing a PPJB before a notary not only strengthens its evidentiary value but also ensures comprehensive legal protection for the parties involved.^[5]

The widespread practice of Sales and Purchase Agreements (PPJB) in everyday civil law has led to the emergence of a concept proposed by the author: PPJB for land should have a specific legal basis within Indonesia's positive law. At present, PPJB only follows the provisions of Book III of the Civil Code, particularly Article 1338 on the principle of freedom of contract. Establishing a special legal foundation would not only provide legal certainty for the parties but also contribute significantly to the orderly administration of land in Indonesia.

Based on the background described above, this study formulates the following research questions: How is the validity of a Sales and Purchase Agreement (PPJB) for land, created in the form of an authentic deed, viewed from the perspective of the Civil Code? What are the legal consequences of a PPJB for land executed before a Notary? How can the PPJB for land be provided with a specific legal basis within Indonesia's positive law?

2. Research Method

Types of research the author use in study This is study law normative. Research law normative is research whose data sourced from material law primary research law normative is

¹ Explanation Law no. 5, 1960 about *Basic Rules of Procedure Agrarian*, Bridge, Jakarta, 2002, Page 27.

² R Subekti, *Contract Law*, Intermasa, Jakarta, 2008, Page 1.

³ *Ibid*, Page 3.

⁴ *Ibid*, Hal aman 4.

⁵ Article 15 of the Law Number 2 of 2024 *Concerning Position Notary Public*.

a research process that examines source law or material law, for find rule law, principles law, and doctrines law to answer issue the law faced.

The type of approach that the author uses use in study This is approach juridical normative. Approach juridical normative that is study the law that is carried out with method research material library or source material law primary as material base for investigated with method stage search to regulations - regulations and literature - related literature with the problem being researched.^[6]

The approach used in study This is approach legislation (*the statute approach*) And approach analysis draft law (*analytical and conceptual approach*). Approach legislation used for research provisions that regulate about Agreement Sales and Purchase Agreement (PPJB) for land that is made in front of Notary, whereas approach analysis draft law used for research validity law from Agreement Binding Sale and Purchase Agreement (PPJB) for some cases that the author serve above. And how Agreement Sales and Purchase Agreement (PPJB) for land own base special in law positive in Indonesia so that can give certainty law for the parties.

Material law collected with register and determine regulation legislation, Which Then arranged with systematic in accordance with problem study. Writer use procedure collection material with studies literature (*library research*), for get results study Which valid. Studies literature done with method read, study, review and provide view as well as review in a way systematic ingredient related libraries with the problem being studied. Then the study library Which writer do covering material law (primary, secondary and tertiary, books and references Which related with title research "Agreement P binding Sell Buy eli (PPJB) on the Land created in front Notary Public ".

Analysis is explanation from all ingredients the law that has been collected and explained previously in a way systematic. Explanation the described in a way logical according to thinking from writer. In the research law normative, processing done with method systematize to ingredients law written. Systematization means make classification to ingredients law the for make it easier work analysis and construction writing study.^[7] Study with method study law normative, material law can analyze in a way qualitative. Analysis in a way qualitative is analysis with method describe or describe, then compare between object study with provision legislation or expert opinion law. Research This use method analysis qualitative, namely in the form of interpretation deep about about ingredients law as usually study law normative. Furthermore, results analysis the will writer connects with problem in study This For produce something evaluation objective or A conclusion of use answer problem in study This is the legal material analysis technique that the author uses. use in study This is descriptive. Descriptive Legal Material Analysis Techniques describe And find fact law between regulation Which valid with theory law as well as practice implementation. The method descriptive done with give description to the object being studied, so that the material the law displayed can accepted in a way general. First of all will in describe moreover formerly regulation legislation Which valid And

after That done analysis in accordance with the facts that occurred.

3. Discussion

3.1. Validity Agreement Sales and Purchase Agreement (PPJB) for Land Made with Deed Authentic Viewed from Perspective Civil Code

Implementation law intended to humans and legal entities in the State This Republic of Indonesia, where second split aspect the it is said as subject law, which has rights and obligations that must be respected with his status them. So that can it is said with his status that, position law from subject law reflected in rights and obligations that must be fulfilled implemented and must be filled to subject law in implementation arrangement law That Alone. From position law This naturally aim for give something justice, certainty and uses or benefits to subject law. According to Salim and Erlis regarding position law convey that public Which considered as organism body man Which each have position and its function. Law conceived as pattern harmonization connection between " member body " public to walk good and balanced.^[8]

Mukti Dawn ND and Yulianto Achmad argue that legal position is closely related to community behavior, which manifests both in attitudes and in physical actions or speech in society. Such behavior reflects whether individuals act in accordance with their status and role. Status refers to the position one occupies, while role denotes the expected behavior attached to that position. Law, therefore, can be conceptualized as the alignment between status and role carried by an individual in society.

The essence of legal position concerns the status and role of legal subjects who possess rights and obligations. When viewed from the perspective of status, legal position relates to the standing and recognition of the legal subject. When viewed from the perspective of role, it concerns the actions that a legal subject may or may not perform.

The legal position of agreements is particularly important in social life, as nearly all aspects of daily interactions involve agreements. By understanding the law of agreements, individuals can identify which actions may give rise to legal consequences and thereby exercise caution in making decisions.

The binding force of an agreement refers both to its ability to obligate the parties who enter into it and to its evidentiary strength when used as proof. A valid agreement, whether oral or written, has legal force to declare a party in default if obligations are not fulfilled.

As an agreement that arises out of necessity and is not expressly regulated by statutory law, the Sales and Purchase Agreement (PPJB) does not have a specific form. In line with Herlien Budiono's opinion, the PPJB functions as a *functional auxiliary agreement*—an introductory contract created freely by the parties to serve as a preliminary binding arrangement before the execution of the Deed of Sale and Purchase (AJB).^[9]

The Sales and Purchase Agreement (PPJB) is a form of "*contract of sale and purchase obligatoir*" (an unnamed agreement), meaning it is not specifically regulated by

⁶ Soerjono Soekanto & Sri Mamud ji, *Normative Legal Research : A Brief Objective*, PT Raja Grafindo Persada, Depok, 2019, Page 13.

⁷ *Ibid*, Page 43.

⁸ Salim HS & Erlies Septiana Nurbaini, *Application of Legal Theory in Thesis and Dissertation Research*, Book 2, First Edition, Raja Grafindo Persada, Jakarta, 2014, Page 5.

⁹ *Ibid*, Page 78.

statutory law. A binding sale and purchase agreement is entered into between the seller and the buyer prior to the actual transfer of rights, often due to certain elements that have not yet been fulfilled. These may include the issuance of a Certificate of Ownership (SHM) that is still in process, incomplete settlement of the purchase price, or outstanding taxes related to the transaction that have not yet been paid by either party.

Accordingly, the PPJB serves to provide legal certainty and protection for both parties until the formal sale and purchase can be executed before the authorized official. In land transactions, this official is the Land Deed Making Officer (*Pejabat Pembuat Akta Tanah*, PPAT). Before the sale and purchase of land rights can be carried out before the PPAT, all legal requirements must be fulfilled.

Requirements for Land Sale and Purchase

The object of the transaction must meet specific conditions, such as:

1. The land rights being sold must be lawfully owned by the seller, proven by a valid land certificate or other legitimate evidence of ownership.
2. The land must not be subject to dispute with third parties.
3. The purchase price must be fully paid.
4. All taxes related to the transaction must be settled, including the seller's tax (SSP) and the buyer's tax, namely the Land and Building Acquisition Duty (*Bea Perolehan Hak atas Tanah dan Bangunan*, BPHTB).

Once all these requirements are met, the parties may proceed with the formal sale and purchase of land rights before the PPAT. At this stage, the PPAT will draw up the Sale and Purchase Deed (*Akta Jual Beli*, AJB), which is then followed by land registration to record the transfer of rights.

If the requirements for a land sale and purchase have not yet been fulfilled, the signing of the Deed of Sale and Purchase (AJB) before the Land Deed Making Official (*Pejabat Pembuat Akta Tanah*, PPAT) cannot be carried out. In such cases, the PPAT is obliged to refuse to draw up the AJB, as the conditions for its execution have not been met.

This situation can be highly disadvantageous, even detrimental, to both parties. The seller must postpone the sale of the land until all requirements are satisfied, while the buyer must delay acquiring the land rights he intends to purchase. To overcome this problem and to ensure smooth and orderly land administration, a legal breakthrough was introduced through the creation of the PPJB Deed (*Akta Perjanjian Pengikatan Jual Beli*). Although its content already regulates the sale and purchase of land, its format is limited to a binding preliminary agreement. In practice, this is referred to as the PPJB Deed, which functions as an introductory contract prior to the actual execution of the AJB.^[10]

Thus, the Sales Purchase Agreement (PPJB) for Land is legally valid because it is in accordance with the provisions. applicable law that is Book III of the Civil Code about agreement Article 1338 which relates to the principle of freedom of contract.

3.2. Legal Consequences of Contracts Land Sale and Purchase Agreement (PPJB) Made Before a Notary

A. Position Notary Public in Agreement Sale and Purchase Agreement (PPJB) for Land.

As for the position Notary Public in Agreement Sales and Purchase Agreement (PPJB) for land is:

1. Notary Public as officials general authorities make deed authentic related deeds, agreements and provisions desired by the parties as regulated in Article 15 paragraph (1), (2) UUJN.
2. Notary Public pouring what the parties want origin No contradictory with regulation legislation.
3. The notary ensures what is hindering No Can signed deed sell buy must finished before deed sell buy signed, for example: payment price transaction sell buy Not yet paid off so must paid off moment signed deed sell buy.

Official general the authorities in manufacturing Agreement This Sale and Purchase Agreement (PPJB) and AJB different, where For Agreement The Sales and Purchase Agreement (PPJB) is made in front of Notary, while AJB is made in front of the PPAT, so that form from Agreement The Sales and Purchase Agreement (PPJB) that is in the form of Deed Authentic that has strength perfect proof unless it can be proven otherwise.

The principles used in making the Sales Purchase Agreement (PPJB) are: principle freedom contract (*contractual contract*) Article 1338 of the Civil Code, because Notary Public will make Deed Agreement Sales and Purchase Agreement (PPJB) in accordance with with the will of the parties, with No close the possibility of the parties will deliver fully to Notary Public related load / contents from Agreement The Sales and Purchase Agreement (PPJB). With existence principle freedom contract the so freedom That There are the limitations, namely No contradictory with regulation legislation, morality and public order.

After the Sales Purchase Agreement (PPJB) is made in the form of an Authentic Deed, then this can made into as form seriousness between the parties for carry out the sales process buy land with conditions certain and clause power and submission in it.

This authentic deed can also be used as strong evidence if in the future there is a dispute or problem resulting from the implementation of the performance or the contents of the Binding Agreement. Sale and Purchase Agreement (PPJB), so that rights and obligations from the party's road Agreement the Sales and Purchase Agreement (PPJB) can be guaranteed.

In Article 15 of Law Number 2 of 2014 regarding the amendment to Law Number 30 of 2004 concerning the Position of Notary (UUJN), it is stated that a notary has the authority to make deeds such as legal acts of transfer of rights (AJB) as long as there is no official. others given task or excluded. But the issuance of Government Regulation (PP) Number 24 of 2016 concerning amendment to PP Number 37 of 1998 as mandate from Constitution Main Point Agrarian

¹⁰ Wiwi Irmayanti, Ayu Putrianty, Anggita Doramia Lumbanraja, Journal of Notary Studies, Vol. 3, No. 2, 2020.

Law (UUPA) Number 5 of 1960 concerning Main points Agrarian that sell buy land must prove with something deed made in front of Official Maker Deed Land in matter This called called PPAT. Meaning that Because position Agreement the Sale and Purchase Agreement (PPJB) has not yet been including in actions law transfer rights, then official's maker deed land (PPAT) not yet may publish a deed sell buy.

B. Legal Consequences of Contracts Land Sale and Purchase Agreement (PPJB)

Agreement Binding Sale and Purchase Agreement (PPJB) before Sale and Purchase Agreement (AJB) is carried out if There is condition certain conditions that require the process to be carried out. The Sales and Purchase Agreement (PPJB) is often used by sellers to function as a down payment payment from buyers. Therefore, it must notice in Agreement This Sales Purchase Agreement (PPJB) is:

1. Object Agreement Sales and Purchase Agreement (PPJB)
2. Guarantee from seller
3. Obligation seller
4. Obligation buyer
5. Contents of the PPJB.

After signed Agreement Buying and selling binding by all the party in front officials general, then Agreement the Sales and Purchase Agreement (PPJB) including two in *Deed Authentic*, so that position deed authentic the nature perfect, except proven on the contrary. Like loaded in:

1. Article 1886; a deed authentic is something the deed in the form prescribed by law is made by or in front of employees general in power For That in place Where deed made.
2. Article 1869; a deed which, because No in power or No he said the employee referred to above, or Because something disabled in the shape, no can treat as deed authentic, but thus have strength as written below hand If He signed by the parties.
3. Article 1870; a deed authentic give between the parties along with expert inheritance or people who get right from the something perfect proof about what is contained in it.

protection for the parties is seen from 2 (two) perspectives, namely:

Legal Protection for Sellers

On the Agreement Sales and Purchase Agreement (PPJB) exists rights and obligations from sellers and buyers. Here are some examples of what is practiced for example in Agreement The Sales and Purchase Agreement (PPJB) requires buyer For do payment a sum of money with term the time that has passed agreed, and also associated with existence condition Batai if matter the No implemented in accordance provision Agreement Sales and Purchase Agreement (PPJB). The seller also has obligation for do handover object if condition in Agreement the Sales and Purchase Agreement (PPJB) has been implemented, so that

later buyer will sign the BAST (Minutes of Handover) of the object.

Buyer Legal Protection

One of form protection law for buyer in Agreement Sales and Purchase Agreement (PPJB) namely existence request giving power that is not can withdraw back, namely if agreement in Agreement Sales and Purchase Agreement (PPJB) does not fulfilled and/ or No fulfilled by the seller, then due to matter That result in loss for buyer so that He Can submit demands or request change make a loss on matter the.^[11]

Deed Agreement Sales Purchase Agreement (PPJB) is type " *patij deed* ", deed the load the will of the parties, the promises of the parties as well as rights and obligations of the parties thereto deed the load various type content desired by the parties in front notary. Clause about term time fulfillment rights and obligations must listed in the Deed Agreement Sales and Purchase Agreement (PPJB), because will appear absence certainty for the parties for get rights and obligations. A deed will become problem if one of them party No fulfil his achievements or one of them party feel harmed. This is cause loss for the parties who have make and agree the deed that has been made, but in his journey something deed agreement No walk-in accordance with agreement of the parties who made it, there is conditions that result in something agreement must end No in accordance agreement beginning.

There is a number of factors that cause occurrence cancellation deed sell buy namely, price sell buy what has been agreed in Agreement Sales and Purchase Agreement (PPJB) does not paid by the party buyer until term the agreed time ; the parties No pay off his obligations pay taxes ; and documents the land required for the transition process right on land (for sale) buy land before the PPAT) not yet finished until term the time that has passed promised. So from That there is protection law for the parties For protect interests and provide certainty law in Agreement Sale and Purchase Agreement (PPJB).^[12]

Buyers also have obligation main for pay price from what he bought that, at that time and in that place as set according to the relevant agreement / contract with rule addition that if the parties No determine it, payment That must done on the spot at the time handover object That.

Protection law in deed Agreement Sales and Purchase Agreement (PPJB) can formulated by the seller himself, usually in the form of requested requirements by the seller himself. Different with protection to seller, protection to buyer usually besides done with requirements are also followed request giving power that is not can withdraw back. The goal is if seller No fulfill it so party buyer can demand and ask change make a loss in accordance with arranged agreement in Agreement Sales and Purchase Agreement (PPJB). With Thus, protection law can give to all party in Agreement Sales and Purchase Agreement (PPJB). In addition to protection law, deed Agreement The Sales and Purchase Agreement (PPJB) is also based on Article 1338 of the Civil Code which is based on freedom contract, and intention Good from the parties For fulfil agreement made.

¹¹ *Op. Cit*, Page 88.

¹² Made Ara Denara Asia Amawangsa, I Made Dedy Priyanto, *PPJB in Transaction Transfer of Land Rights and/ or Building*, Kerta Semaya, Journal Legal Science, 2019.

3.3. Agreement Binding the Sale and Purchase Agreement (PPJB) for Land Has a Special Basis in Positive Law in Indonesia

A. Agreement Sale and Purchase Agreement (PPJB) for Land as one of the form Agreement Obligatory

Sales Purchase Agreement (PPJB) on land is one of the form of an obligatory agreement (Unnamed) which only follows the provisions of Book III of the Civil Code regarding agreements in general.

Based on Article 1313 in conjunction with Article 1312 of the Civil Code, an agreement that gives rise to an engagement is referred to as an *agreement obligatoir*. In such agreements, the parties—or one of them—are obliged to perform a specific prestation. The implementation of this prestation, particularly the transfer of ownership (*levering*), is carried out separately from the agreement itself.

Indonesian civil law, as regulated in the Civil Code, recognizes a clear distinction between an *agreement obligatoir* and *levering*. Thus, not every legal act immediately results in the transfer of rights over an object. According to Subekti, this system is known as the *abstract system*. Within this framework, *levering* is understood as a *zakelijke overeenkomst* (real agreement), which is distinct and independent from the obligatoir agreement that establishes the obligation.

This separation underscores the doctrinal principle that the binding force of an agreement does not automatically equate to the transfer of ownership. Instead, ownership transfer requires a separate legal act, thereby ensuring clarity and legal certainty in property transactions.¹³

Achievements that arise from agreement obligatory Can in the form of do something or No do something as stated in Article 1234 of the Civil Code. If achievements that arise is do something, then agreement obligatory need followed with agreement material (*zakelijke overeenkomst*), good in the form of agreement for organize, change and eliminate rights material things. According to Civil Code, at the time deeds obligatory done No as well as immediately laving Already participate done. With thus at the time agreement utilization land made, agreement the Still nature obligator that binds the parties for carry out promised performance.

B. Practice Agreement Land Sale and Purchase Agreement (PPJB)

In the practice Civil Law daily, Agreement Land Sales and Purchase Agreements (PPJB) are being implemented very widely. caused by several factor or condition as arranged in Article 1457 of the Civil Code and Article 26 of the Law Main Point Agrarian Number 5 of 1960 which caused sell buy Not yet Can done. Some example the case that the author lift is as following:

1. Agreement Sale and Purchase Agreement (PPJB) for Land between party seller Mr. Husein with party buyer PT. Vyoo Kleer Water (PT. VKW) in the form of land owned by party seller located in Lancing, Mekar Sari Village, West Praya District, Central Lombok Regency - NTB, where land the Not yet own Certificate of Ownership (SHM).
In the deed made before Notary Lalu Daud, SH., M.Kn.,

it is stated that the Sales Purchase Agreement (PPJB) The land acquisition was carried out because the land being the object of the sale and purchase did not yet have a Certificate of Ownership (SHM). Therefore, in the deed of agreement clause P binding Sell Purchase (PPJB) states that the Sale and Purchase Deed (AJB) will be issued after the Certificate Right Land ownership (SHM) is issued by the National Land Agency (BPN) of Central Lombok Regency.

2. Agreement Sale and Purchase Agreement (PPJB) for Land between Mr. Irwan Sanusi and PT. Dea Dia Eco Investasi, located in Sekongkang Bawah, District Sekongkang, West Sumbawa Regency - NTB. Agreement This Sales and Purchase Agreement (PPJB) made in front of Notary Wira Anu Meski, SH., M.Kn., where object Agreement the Sales and Purchase Agreement (PPJB) Already own Certificate of Ownership (SHM), but payment done in a way gradually.
3. Agreement the Sale and Purchase Agreement (PPJB) for the Land Paid Off between Ni Wayan Rasmini and PT. Dea Dia Eco Investasi, located in Abian Semal, Badung Regency, Bali. This Sales and Purchase Agreement (PPJB) made in front of Notary Public Ni Luh Gde Purnamawati, SE., SH., M.Kn, where object Agreement The Sales and Purchase Agreement (PPJB) Still is land agriculture so that must wait change Badung Regency Spatial Planning Plan (RTDR).

Sell buy is Wrong One method Which often used For divert right on land. Buy and sell arranged in Article 1457 of the Civil Code, as "A Agreement", where sellers and buyers tie up himself For deliver right on land to buyer with pay price Which has agreed together. Se ddangkan dalam Basic Agrarian Law (UUPA) Number 5 Year 1960, understanding sell buy land has changed become "The act Law P transfer Right " For forever and ever cash. Then go out Government Regulation (PP) Number 24 of 2016 on change Regulation Government Number 37 Year 1998 about Registration Land, which determine that sell buy land must prove with something deed made in front of Official Maker Deed Land (furthermore called Land Deed Official (PPAT). In the provisions Constitution Number 2 of 2014 above amendment to Law Number 30 of 2004 concerning Constitution Position Notary (UUJN) especially in Article 15 which states that Notary Public authorized make Deed authentic about all acts, agreements, and stipulations required by regulations legislation and/ or what is desired by the interested parties For stated in Deed authentic, guaranteed certainty date creation, storage Deed, giving grosse, copies and quotations The deed, everything That throughout manufacturing Deed That not assigned either or excluded to other officials or other persons determined by law.¹⁴

As an agreement created out of necessity and not expressly regulated by law, a Sales and Purchase Agreement (PPJB) does not have a specific format. This also aligns with Herlien Budiono's opinion that a Sales and Purchase Agreement (PPJB) is a form of assistance that serves as a preliminary agreement in a free format.¹⁵

¹³ Kartini Muljadi and Gunawan Widjaja, *the Association that was born from the Law*, Raja Grafindo Perkasa, Jakarta, 2005, Page 53.

¹⁴ Article 15 of the Law Number 2 of 2024 *Concerning Position Notary Public*.

¹⁵ Salim HS & Erlies Septiana Nurbaini, *Application of Legal Theory in Thesis and Dissertation Research*, Book 2, First Edition, Raja Grafindo Persada, Jakarta, 2014, Page 5.

Agreement Binding Sale and Purchase (PPJB) is an effort or “*Legal Breakthrough*” in life daily Lots practiced. In case This writer formulates base and factors that cause Agreement Many Sales and Purchase Agreements (PPJB) carried out, among others, as following:

1. Agreement the Sale and Purchase Agreement (PPJB) is valid in a way law Because in accordance with provision Book III of the Civil Code about agreement especially in Article 1338 concerning freedom contract.
2. Buy and sell Not yet Can done or deed sell buy Not yet Can published Because a number of conditions Not yet fulfilled, including as following:
 - The land that became object sell buy Not yet own Certificate / proof ownership rights. Parties seller in matter This Not yet legitimate become subject sell buy Because in a way law object for sale buy Not yet own legality ownership. According to provisions of Article 1320 of the Civil Code about condition legitimacy agreement, seller Not yet fulfil element about principle legality. So that sell buy as actions law transfer rights (Article 26 of the Law Main Point Agrarian Law (UUPA) Number 5 of 1960) and regulations derivative namely Government Regulation (PP) Number 24 of 2016 on change Regulation Government Number 37 Year 1998 about Registration The land is not yet Can done. Conditions undeveloped land own legality ownership in matter This Certificate / proof ownership rights, in other words the owner only have a legal basis in the form of plot or sporadic and desire For sell but don't have enough cost For management Certificate. On the other hand, party buyers are very eager For own land the but Not yet Can do transaction sell buy in accordance with provisions of Article 15 of the Law Number Number 2 of 2014 above amendment to Law Number 30 of 2004 concerning Constitution Position Notary (UUJN). So in matter This party buyer willing emit cost For publishing Certificate. For tie agreement so that they have protection and certainty law so made Agreement Sales and Purchase Agreement (PPJB) which is domiciled as agreement introduction as binder between sellers and buyers before rise Deed of Sale and Purchase (AJB) or in other words waiting Certificate rise.
 - Buyer Still need time for capable pay paid off land object sell buy. Or in agreement of the parties that will do sell buy, land that becomes object sell buy Already legitimate in a way law as well as agreement about price Already There is but party buyer Not yet capable pay paid off, then as commitment beginning that buyer Serious For do purchase land of the parties realize matter the in agreement the so -called introduction Agreement Sale and Purchase Agreement (PPJB).
 - Land owned by the object sell buy enter in a certain zone that causes buyer Not yet Can utilise function land in accordance with what was planned.

It often happens in everyday life, the seller has legal ownership of the land, namely Certificate, and wishes to sell his land. In addition, the buyer is very eager to own the land and has sufficient funds for the purchase process. In other

words, both parties agree to carry out the sale and purchase or in the provisions of Article 1320 of the Civil Code regarding the legal requirements have been met. However, in the area where the object of the sale and purchase is located there are Ministerial Regulations, Regional Regulations (PERDA), Governor Regulations (PERGUB) or Regent Regulations (PERBUB) and the like that regulate the land allocation zones, for example agricultural areas or other non-commercial uses, while the buyer has the right to use the land purchased. Therefore, to avoid losses for the buyer due to being unable to use the land, a Sales and Purchase Agreement (PPJB) is made as a binding between the seller and the buyer until the object or land owned by the seller leaves the intended zone.

C. Agreement the Sale and Purchase Agreement (PPJB) for Land is regulated in a way Special in Positive Law

The Sales Purchase Agreement (PPJB) for land is a form of obligatory agreement, namely an agreement that arises because it follows the provisions of the law and is not concretely regulated in the positive legal regulations in Indonesia.

The Sales and Purchase Agreement (PPJB) for land serves as a preliminary agreement binding between the seller and the buyer before the Deed of Sale and Purchase (AJB) is issued. As a legal breakthrough, the PPJB only follows the provisions of Book III of the Civil Code concerning agreements, namely Article 1338 on the principle of freedom of contract, “*all agreement made in a way legitimate valid as laws for those who make them.*”

As an agreement that is born or arises due to law, it is best if the Sale and Purchase Agreement (PPJB) for land is made in the form of an authentic deed, which is one of the authorities held by a notary based on the provisions of Article 15 of Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning the Position of Notary (UUJN) so that legal protection is created for the parties because an authentic deed can be perfect evidence if a dispute arises in the future. The massive practice of Sales and Purchase Agreements (PPJB) in everyday civil life has given rise to the author's idea that Sales and Purchase Agreements (PPJB) for land should have a specific legal basis in positive law in Indonesia, so that they do not only follow the provisions of Book III of the Civil Code concerning agreements, especially Article 1338 on the principle of freedom of contract. In addition to providing legal certainty for the parties who make them, it will also provide a real contribution to orderly land administration in Indonesia.

The Sale and Purchase Agreement (PPJB) for land which was born as a work (legal breakthrough) of civil law practitioners and experts in Indonesia should have a significant impact on the history of the development of agrarian law, both as a legal discovery at the theoretical level and as a socio-economic impact for the welfare of the people in the social function of land at the level of agrarian reform.

As fruit thought writer, already duly Agreement Sales and Purchase Agreement (PPJB) for land own base law specifically regulates it, namely Can in form revision Civil Code and born Constitution new about system more land comprehensive and holistic in answer people's needs for land. Minimum output regulation derivative in the form of a Government Regulation (PP) or Regulation of the Minister of ATR/ Head of BPN concerning Agreement Sales and Purchase Agreement (PPJB) for land.

4. Conclusion

The Sales and Purchase Agreement (PPJB) is an introductory agreement that binds sellers and buyers prior to the signing of the Sale and Purchase Deed (*Akta Jual Beli*, AJB). The PPJB is legally valid because it conforms to the provisions of Book III of the Civil Code on agreements, particularly Article 1338, which establishes the principle of freedom of contract: “All agreements made legally shall apply as law for those who have made them.” When executed before a Notary Public, the PPJB provides stronger legal protection for the parties and serves as perfect evidence, since it is drawn up as an authentic deed under the authority of the Notary, as stipulated in Article 15 of Law No. 2 of 2014 (amending Law No. 30 of 2004 on the Position of Notary, UUJN).

The PPJB for land is a form of “*obligatoir agreement*” (unnamed agreement), created out of necessity and not specifically regulated by statutory law. It represents a legal breakthrough, allowing parties to bind themselves in a preliminary contract when the actual sale and purchase cannot yet be executed due to unmet requirements. These may include:

1. The land certificate still being processed.
2. The purchase price or related taxes not yet fully settled by either party.
3. The land being subject to zoning restrictions or other administrative conditions.

The widespread practice of PPJB in land transactions demonstrates its effectiveness as a legal innovation. It not only provides legal certainty and protection in civil law relations but also contributes to the orderly administration of land. Therefore, the PPJB should be given a specific legal basis within Indonesia’s positive law—whether through revision of the Civil Code, the enactment of new land legislation, or derivative regulations such as Government Regulations or Ministerial Regulations issued by the Ministry of Agrarian Affairs/National Land Agency (ATR/BPN).

Such a framework would ensure that PPJB not only protects the parties and guarantees legal certainty but also supports fair and socially oriented land management, in line with the social function of land.

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