



Good Faith Principles in Land Sale and Purchase Agreements: A Notarial Perspective on Pre-Incorporation Representation

Dewa Ayu Made Aishwarya Sinta Prameswari Winaya ^{1*}, Dr. Made Gde Subha Karma SH MKn ²

¹⁻² Faculty of Law, Udayana University, Indonesia

* Corresponding Author: Dewa Ayu Made Aishwarya Sinta Prameswari Winaya

Article Info

ISSN (online): 2583-6536

Volume: 05

Issue: 01

Received: 05-11-2025

Accepted: 07-12-2025

Published: 03-01-2026

Page No: 07-16

Abstract

Pre-incorporation transactions often create legal uncertainty, especially when representatives act on behalf of a company that has not yet obtained legal status. This study focuses on the role of the notary in ensuring good faith (*itikad baik*) and legal certainty in such transactions, particularly in land sale and purchase agreements (PPJB) carried out before company establishment. The research uses a normative juridical method, analysing relevant legal sources including the Civil Code (Articles 1320, 1338, 1339), Company Law No. 40 of Year 2007, and Notary Law No. 30 of Year 2004 as amended by Law No. 2 of Year 2014. Through a statutory, conceptual, and case approach, the study examines how notaries uphold the principles of good faith and act as neutral intermediaries protecting the interests of all parties. The findings show that notaries are obliged to act honestly, carefully, and impartially under Article 16 paragraph (1) of the Notary Law, and must ensure that legal acts prior to incorporation remain valid and fair. The study concludes that by including ratification clauses, escrow mechanisms, or agreements of transfer of parties, and by providing legal counseling as required by Article 15 paragraph (2) letter (e) of Notary Law, notaries can prevent disputes, promote good faith, and guarantee the continuity of legal certainty in pre-incorporation acts.

DOI: <https://doi.org/10.54660/IJL.2026.5.1.07-16>

Keywords: Notary, Good Faith, Legal Certainty, Pre- Incorporation, Land Sale and Purchase Agreement, Legal Counseling

Introduction

Legal events involving multiple parties are of a regular occurrence in a notarial practice, in which its advancements usually involve complex case studies. From a normative perspective, diverse cases can be studied to be able to comprehend various legal understandings and develop an advanced mindset of legal reasonings. The following case involves three parties, with several legal events occurring simultaneously: the formation of a new Limited Liability Company (hereinafter abbreviated as PT), the sale and purchase of a plot of land, and a breach of contract.

Initially, several individuals took the initiative to form a PT. During the formation process, a person, designated A, was asked by the prospective founders of the PT to represent the PT's interests. The prospective founder requesting A's representation in the PT can be referred to as B. The PT upon being formed had an interest in entering into a Sales and Purchase Agreement (hereinafter abbreviated as PPJB) as a requirement to purchase a plot of land, after which a Memorandum of Understanding (hereinafter abbreviated as MOU) had been previously executed. Ultimately, A has been transcribed as a party of the Sales Agreement (PPJB) for the designated land with the seller, known as C.

The payment process was made in the name of the PT to C. In this case, A and C were the written participants in the payment, and yet it was acknowledged that the installment payments were made by the PT through A using receipts. The payments were transacted with written evidence, acknowledged by the entire Limited Liability Company as a financial transaction, and therefore, it was understood that all parties involved were aware of and aware of the installment payments.

Over time, the process continued, and the PT was finally established, with A as its director. However, when the PT was developed and payments were to proceed in the PT's name, A, as the PT's director and the named buyer party in the PPJB document, intended to discontinue the entire planned transaction process. This resulted in, or intentionally, the PT being classified as "default" in the transaction and the agreed PPJB. Furthermore, when the PT agreed to pay all payments, C also refused to pay, resulting in A being unable to fulfill its obligations. From this, it is clear that each party faced obstacles in ensuring the smooth running of the land sale and purchase transaction due to a lack of good faith. Specifically, the PT does not want to be classified as default nor have intentions of being classified as default, hence raising the issue of good faith.

In this article, alternate recent journals are explored and analysed as reference to and subject to state of art, in understanding to identify complications and unraveling similar legal cases. A study by Isnilah Nur Rachman, Hanif Nur Widhiyanti, and Diah Aju Winuwardhani in 2023 entitled "The Meaning and Limitations of Notary's Obligation in Safeguarding the Interests of the Parties in Legal Acts from the Perspective of Legal Certainty" analyses the duty of notary under Indonesian law according to the regulated phrase of "to safeguard the interests of the parties" which can be categorised as ambiguous, and also explores how it affects legal certainty. This study is specifically relevant in its direct notation of notarial obligations and uncertainty in authentic deeds, which resonates with this article's theme of the notary's role in pre-incorporation acts to embody good faith, hence both studies stress on notary's preventive and protective function to maintain legal certainty. Nonetheless, this article concentrates on a focus of notarial obligations, specifically applied duties to pre-incorporation transactions and maintenance of good faith^[1]. Another study by I Gusti Ngurah Milarta with the title "The Principle of Good Faith in the Sale and Purchase Agreement of Rights Made Before a Notary" examining how the principle of good faith (*itikad baik*) operates in land sale and purchase agreements (*PPJB*) made before a notary. It discusses how notaries ensure fairness, transparency, and compliance with Articles 1320 and 1338 of the Civil Code, emphasising the moral and legal significance of good faith in contract enforcement. It is directly correlated to this article's analysis of good faith in *PPJBs* and the notary's role as *Pejabat Umum* who guarantees fairness and legal compliance. It also supports the normative basis regarding the application of good faith as a binding principle in pre-incorporation acts. Nevertheless, Ngurah Milarta's article centers on ordinary sale and purchase transactions between individuals or legal entities, while this article extends this principle into the pre-incorporation context,

where a company has not yet obtained legal personality hence, adding complexity regarding representation, validity, and ratification^[2]. A subsequent study by Clara Sabrina Aurellia and Atik Winanti bearing the title "Validity of Sale and Purchase Binding Agreement in Pre-Project Selling Transaction" evaluates the legal validity and enforceability of pre-project *PPJB* agreements, examining whether such contracts can bind parties before a project is completed or licensed. It emphasises the concept of binding force, ratification, and legal protection under Indonesian civil law and property regulations. This study hence is a parallel to this article in addressing agreements executed before full legal completion, thus sharing the same doctrinal concern about validity and binding power of pre-conditional agreements. The discussion of ratification and legal certainty supports the analysis of how pre-incorporation acts can later be legitimised once the company is established. However, Aurellia's and Winanti's study solely focuses on property development and pre-project sales, not corporate formation, differing to this article which deals with pre-incorporation representation, notarial ethics, and corporate ratification, linking company law and notarial law in a single framework^[3].

Problem Formulation

1. How can a notary ensure that legal actions taken by a representative before the establishment of a Limited Liability Company are considered to be in good faith?
2. What Legal Solutions can a notary provide for the exemplar case to ensure that legal actions conducted prior to the company's incorporation remain valid and protect the parties' interests?

Purpose

To analyze how a notary can ensure that legal actions taken by a representative before the incorporation of a Limited Liability Company fulfill the principle of good faith.

A. The Role of the Notary in Ensuring Good Faith During Pre-Incorporation Legal Acts

Notary in Indonesia is regulated to have authority as a "General Officials" not as a "Public Officials" in which both phrases directly translate as a public official. According to Article 1 Number 1 of Law Number 30 of Year 2004 concerning the Position of Notary it is stated that "Notary is a public official who is authorized to make authentic deeds and other authorities as referred to in this Law," which translates to "Notary is a public official who is authorised to make authentic deeds and other authorities as referred to in this Law." From this provided regulation, it can be understood that a notary is a position categorised as a "General Officials," namely appointed, dismissed and given authority by the state to carry out part of the state's authority to guarantee certainty, order, and legal protection that is based on truth and justice. In short, a notary is not a "Public Officials", but a "General Officials" in the form of a private person appointed by the state and given a stamp symbolising the state authority (known as *authority* in Dutch) resembled by a *Garuda* stamp and is also

¹ Isnilah Nur Rachman, Hanif Nur Widhiyanti, and Diah Aju Wisnuwardhani. "The Meaning and Limitations of a Notary's Obligation in Safeguarding the Interests of the Parties in Legal Acts from the Perspective of Legal Certainty," International Journal of Humanities Education and Social Sciences 4, No. 3 (2024): 1264-1275.

² Muliarta, I. Gusti Ngurah. "The Principle of Good Faith in the Sale and Purchase Agreement of Rights Made Before a Notary." Community Service Journal of Law 1, No. 1 (2022): 44-48.

³ Aurellia, Clara Sabrina, and Atik Winanti. "Validity of Sale and Purchase Binding Agreement in Pre-Project Selling Transaction." Jurnal Ius Constituendum 9, No. 2 (2024): 306-319.

not paid by the state from the state budget but through honorariums from the parties. To further emphasise the responsibilities and authority of a notary, it can be understood that an authentic deed is defined and regulated in accordance with Article 1868 of the Civil Code which stipulates that "An authentic deed is a deed made in the form determined by law or before a public official authorised to do so at the place where the deed is made," in which by its original form states that "*An authentic deed is a deed made in the form prescribed by law by or before the authorized public officer for it at the place where the deed is made.*" To give comprehensive understanding, it emphasises that a notary is a public official which in Indonesian Notary applicability jargon translates to a position with responsibilities and is given the title as "*General Officials.*" Good Faith is a fundamental concept known as the basic principle applied in the Indonesia Law Industry, specifically in the formulation of an agreement and the involvement of multiple parties within one legal act. The good faith principle is known to be regulated on The Indonesian Civil Code also known as *Kitab Undang-Undang Hukum Perdata* specifically determined on Article 1338 which explicitly states "*Semua persetujuan yang dibuat sesuai dengan undang-undang berlaku sebagai undang-undang bagi mereka yang membuatnya. Persetujuan itu tidak dapat ditarik kembali selain dengan kesepakatan kedua belah pihak, atau karena alasan-alasan yang ditentukan oleh undang undang. Persetujuan harus dilaksanakan dengan itikad baik,*" which directly translates to "All agreements made in accordance with the law apply as the law to those who arrange them. Such agreements cannot be revoked except by mutual agreement of both parties, or for reasons determined by law. Agreements must be executed in good faith." This regulated article has always been and is the central point of any assembled agreement in the legal industry of Indonesia, as it specifically highlights the purpose of "an agreement" within an agreement, the commitment to be poured in the agreement, and the applied good faith as to be kept throughout pre, during and post agreement. With this regulated article, its following Article 1339 of the Indonesian Civil Code has also ruled out the rule of thumb of an agreement concerning elements of justice, binding and custom which is written as "*Persetujuan tidak hanya mengikat apa yang dengan tegas ditentukan di dalamnya, melainkan juga segala sesuatu yang menurut sifatnya persetujuan dituntut berdasarkan keadilan, kebiasaan, atau undang-undang,*" which directly translates to "Agreement is not only binding on what is expressly stipulated in it, but also on everything that by its nature requires agreement based on justice, custom or law." Both stipulations written above are what is used as the basis of creating an agreement as well as formulations of legal acts, henceforth its application towards the formation of an incorporated business, in which is derived from an agreement, is extremely significant. Article 1338 of the Indonesian Civil Code expressly stipulates that every agreement must be carried out in good faith not only during the execution of the agreement, but also during the pre-contractual stage and the drafting of the contract's substance. An agreement generally consists of three essential stages, and each stage requires the observance of good faith or utmost good faith. When good faith is absent during the pre-contractual stage, that stage is considered voidable. This may occur when one of the parties is coerced into agreeing to the terms of an

agreement or is deceived into consenting to an abstract or misleading idea. Theoretically, this seems simple to analyse; however, in practice, identifying factors that render a pre-contractual stage voidable is often highly complex. Pre-contractual phase is also categorised as a subjective good faith which refers to a person's inner attitude or sincerity. In property law, this kind of good faith is commonly understood as honesty^[4].

Furthermore, during the substantive drafting stage, if the terms or objects stipulated in the contract are based on an unlawful or illegitimate cause, the agreement is deemed null and void by operation of law (*batal demi hukum*), as it violates the objective requirements under statutory provisions. If the substance of the agreement is motivated by bad faith, such as the intent to exploit a situation or to circumvent the law, the agreement is considered invalid from the outset. The final stage of an agreement is known as the execution stage, in which failure, negligence, or delay in fulfilling contractual obligations constitutes a breach of contract (*wanprestasi*). This stage is also known to apply the objective good faith principle. However, if an agreement is already substantively defective from the beginning, and one of the parties subsequently fails to perform it, the agreement is in fact already null and void *ab initio*-meaning that no valid contract existed to be breached in the first place. In the concept of contract law, the notion of acting in accordance with the principle of good faith refers to adherence to reasonable commercial standards of fair dealing, which, according to Dutch legislators, is referred to as acting in accordance with *redelijkheid en billijkheid* (reasonableness and equity).

In complementarity of good faith, in contractual practical scenes there are three functions to comprehend in which are: the function that teaches that an agreement must be interpreted according to the principle of good faith (good faith as a general legal principle) signifying that a contract must be interpreted fairly and reasonably; the supplementary function (*aanvullende werking van de goede trouw*) denoting that good faith may add to or complement the contents or wording of an agreement when certain rights and obligations arise between the parties that are not explicitly stated in the contract; lastly the restrictive or derogatory function (*beperkende en derogerende werking van de goede trouw*) applies only in very exceptional circumstances (*allem in sprekende gevallen*). The applicability of this final function according to: *The Hoge Raad* (Supreme Court) and *the Nieuwe Burgerlijk Wetboek* (New Dutch Civil Code), are only appropriate in cases where the implementation of a contract, based strictly on its terms, would lead to an unacceptable or unjust result. The application of this function can be understood as a deviation-an exception-from the principle of *pacta sunt servanda* (agreements must be kept). In principle, good faith must be assessed throughout all stages of the contractual relationship: namely, the pre-contractual stage, the contractual stage, and the post-contractual stage (performance of obligations). To determine whether good faith exists in a legal relationship, one must examine whether the elements under Article 1320 of the Indonesian Civil Code (KUH Perdata) have been fulfilled. If the legal relationship arises and is based on good faith-especially when both parties have performed their respective rights and obligations-then, in principle, the legal relationship

⁴ Arifin, Miftah. "Building the ideal concept of applying the principle of good faith in treaty law." *Journal of Ius Constituendum* 5, No. 1 (2020): 75.

is valid, including any products or outcomes resulting from that legal relationship. The theoretical foundation of this study lies in the Good Faith Theory (*Teori Itikad Baik*), which emphasises moral honesty and fairness as essential elements of every legal relationship. As developed by scholars such as Rudolf von Jhering (1818- 1892) and later adopted in Indonesian doctrine, good faith is not merely a moral principle but a binding legal norm embedded in Article 1338 paragraph (3) of the Civil Code. It requires that agreements be made and performed with sincerity, reasonableness, and fairness, extending its application from the pre-contractual stage through to contract execution. This theory provides the normative rationale for assessing whether pre-incorporation legal acts, especially those involving representation, are performed in genuine pursuit of the parties' lawful intentions rather than for personal advantage^[5].

A notary usually comes forth to take responsibility for the formation of Limited Liability Companies. In accordance to the given authority to notaries regulated in Article 7 Paragraph (1) of the Limited Liability Company Law (Law Number 40 of Year 2007 as amended by Law No. 6 of Year 2023) in which states "A Company shall be established by two or more persons by virtue of a notarial deed made in the Indonesian language," at which its original form articulates "*Perseroan didirikan oleh 2 (dua) orang atau lebih dengan akta notaris yang dibuat dalam bahasa Indonesia,*" notaries usually take responsibility to establish deeds for the Limited Liability Company which constitutes the legal foundation for obtaining a legal entity status from the Minister of Law and Human Rights. This occurrence without a notarial deed would imply that the company cannot acquire a legal personality which hence signifies that the company itself does not have any form of legal certainty or public trust in its establishment procedures in Indonesia.

Pre-Incorporations Legal Acts such as the exemplar case above is not an everyday situation found on general grounds of law. According to Article 16 paragraph (1) of the Notary Law (Law No. 30 of Year 2004 as amended by Law No. 2 of Year 2014) which states "*Dalam menjalankan jabatannya, Notaris berkewajiban bertindak jujur, saksama, mandiri, tidak berpihak, dan menjaga kepentingan pihak yang terkait dalam perbuatan hukum,*" in which translates to "In carrying out his/her duties, a Notary is obliged to act honestly, carefully, independently, impartially and to protect the interests of the parties involved in legal acts." This regulation specifies the inquiry of notaries to act honestly, thoroughly, independently, and impartially to safeguard the legality of every legal act performed before them. In pre-incorporation contexts, the notary must ensure that representatives acting on behalf of a company under formation comply with legal formalities and do not engage in transactions that could harm future corporate interests or third parties. Regulated responsibility in notary's ethical integrity in drafting authentic deeds is essential, for maintaining trust and protecting parties' rights in transitional corporate phases^[6]. Functioning as a guardian of legal certainty, ensuring that all actions prior to incorporation align with the principles of transparency and fairness, hence, notaries as public officials act as mediators of legal intent^[7]. Translating private will into lawful acts embodies good faith through procedural

and substantive correctness, therefore bridging the gap between pre-incorporation intentions and the formal recognition of corporate legal personality under Article 7 paragraph (1) of Law No. 40 of Year 2007 on Limited Liability Companies, which requires that every company be established by a notarial deed made in the Indonesian language.

In practical application, the enforcement of good faith by notaries before the incorporation of a legal entity requires not only adherence to statutory provisions but also a comprehensive understanding of the moral dimension of law. The notary's position as a *Pejabat Umum* demands constant evaluation of whether the parties' intentions genuinely reflect lawful objectives. Hence, when a notary supervises the making of a deed during a company's formation, such as a *Perjanjian Pengikatan Jual Beli* (PPJB) on behalf of a company under establishment, the notary must interpret the principle of *itikad baik* not merely as compliance with formalities but as a safeguard for the fairness of every step within the transaction.¹⁷ Through prudent verification and documentation, the notary ensures that the representative's authority is transparent, the object of agreement is lawful, and the agreed conditions are proportionate for all parties involved. The doctrine of *reasonable reliance* or *redelijkheid en billijkheid*, derived from Dutch legal influence, reinforces that each party should act in accordance with reasonableness and equity, preventing opportunistic behaviour that could exploit transitional legal conditions.

Furthermore, the implementation of good faith in this context is inseparable from the obligation of the notary to perform legal counseling under Article 15 paragraph (2) letter (e) of the Notary Law. By providing explanatory advice before the signing of a pre-incorporation deed, the notary performs a preventive function that limits potential future disputes. Such counseling transforms the notary from a passive recorder of private will into an active mediator who aligns individual intentions with statutory norms. Empirical studies in *Acta Comitas* show that disputes in pre-incorporation transactions often originate from misunderstanding of the binding nature of PPJBs; hence, early clarification of the legal effects and ratification procedures significantly reduces litigation risks.¹⁹ In other words, good faith is not presumed merely by signing a deed-it must be verified and demonstrated through informed consent facilitated by the notary.

Additionally, the exercise of *itikad baik* in pre-incorporation contracts can be strengthened through procedural transparency and proportionality principles. Each action taken by a representative before the company obtains legal personality should be traceable and supported by verifiable documentation-receipts, letters of intent, or written acknowledgment by the founders. This systematic traceability serves both evidentiary and ethical functions: evidentiary because it produces a chronological record that courts can later examine, and ethical because it promotes accountability between the founders and the parties transacting with the company-to-be. Therefore, good faith manifests not only as an abstract moral value but as a series of verifiable actions that embody honesty, caution, and fairness. By institutionalising this practice, notaries in Indonesia would emulate the

⁵ Melvin A. Eisenberg, "The Principle of Good Faith in Contract Law," in *Foundational Principles of Contract Law*, ed. Melvin A. Eisenberg (Oxford: Oxford University Press, 2018), 141-158.

⁶ Din, Teresia. "Notary Liability for Authentic Deed Indicated by Criminal Act." *Journal of De Jure Legal Research* 19, No. 2 (2019): 174.

⁷ Rifiana, Agustin, Yetniwati Yetniwati, and Diana Amir. "The Obligation of Notaries in Making Deeds to Realize Notaries with Integrity in the Era of Globalization." *Face of Law* 6, No. 2 (2022): 196.

European civil-law approach, in which documentary completeness is an inherent indicator of moral integrity within legal transactions.

Finally, the growing digitalisation of notarial practice- through electronic deed systems and online authentication- also redefines how good faith must be protected. Electronic processes require new layers of diligence to confirm parties' identities and consent. The notary's digital signature and verification log now serve as contemporary proof of sincerity and awareness, thereby extending the meaning of *itikad baik* into cyberspace. This adaptation aligns with the *cyber-notary* concept promoted by the Ministry of Law and Human Rights, which maintains that technological advancement must not erode the ethical obligations of truthfulness and neutrality inherent in every authentic deed.

Legal validity is a fundamental concept within legal practice in which is determined by Article 1320 of the Indonesian Civil Code stating "*Supaya terjadi persetujuan yang sah, perlu dipenuhi empat syarat: 1. kesepakatan mereka yang mengikatkan dirinya; 2. kecakapan untuk membuat suatu perikatan; 3. suatu pokok persoalan tertentu; 4. suatu sebab yang tidak terlarang.*" which translates directly as "In order for a valid agreement to occur, four conditions must be met:

1. the agreement of those who bind themselves; 2. the capacity to make an agreement; 3. a specific subject matter; 4. a cause that is not prohibited." These four elements form the essential pillars of contractual validity (*syarat sah perjanjian*). The first two objective consist of consent (*kesepakatan*) and capacity (*kecakapan*) which constitute subjective conditions, as they relate to the parties' will and legal ability. The latter two are object (*hal tertentu*) and lawful cause (*sebab yang halal*) which are objective conditions, concerning the substance of the agreement itself. The absence or defect of any of these elements may render an agreement either void or voidable (*batal demi hukum or dapat dibatalkan*).

In the context of pre-incorporation agreements (*perjanjian pra-pendirian*), these principles apply uniquely because such agreements are executed before the legal entity is formally established and thus before it obtains legal personality (*status badan hukum*). Given this, pre-incorporation agreements- such as those made by founders, notaries, or prospective shareholders-are legally binding only among the signatory individuals. The legal validity of these agreements is thus assessed based on the general contract law principles under Article 1320 KUHPerdata, not under corporate law.

Before a Limited Liability Company (PT) is officially established, it lacks legal personality, as stipulated in Article 7 paragraph (4) of Law No. 40 of Year 2007 on Limited Liability Companies, which states that a company acquires legal entity status only upon the issuance of a decree by the Minister of Law and Human Rights which in its original form regulates "*Perseroan memperoleh status badan hukum pada tanggal diterbitkannya keputusan Menteri mengenai pengesahan badan hukum Perseroan.*" Consequently, any legal acts performed before this decree are deemed to have been carried out by the individuals themselves, not by the yet-to-be-formed company. Therefore, the principle of good faith (*itikad baik*) under Article 1338 of the Indonesian Civil Code becomes crucial to ensure that pre-incorporation actions are conducted transparently and

with the genuine intention of establishing the company, rather than for personal gain^[8]. From a notarial perspective, the challenge lies in determining whether the actions of representatives or founders during the pre-incorporation phase can later bind the company once it is established. According to Article 15 paragraph (1) of Law No. 30 of Year 2004 on Notary Position (as amended by Law No. 2 of Year 2014), a notary is authorised "to make authentic deeds and has other authorities as referred to in this Law" as its full original regulation specifies "*Notary is authorised to make authentic deeds regarding all deeds, agreements, and stipulations required by laws and regulations and/or required by the interested parties to be stated in authentic deeds, guarantee the certainty of the date of making the deed, keeping the deed, providing grosse, copy and quotation of the deed, all of which as long as the making of the deed is not assigned or excluded to other officials or other persons stipulated by law.*" This authority includes ensuring that the deeds they draw up comply with statutory requirements and reflect the genuine intent of all parties^[9].

The legal validity of pre-incorporation agreements hinges on fulfilling the four essential elements under Article 1320 of the Civil Code, while also acknowledging that the PT itself cannot yet be a contracting party prior to obtaining its legal status. Analysing through the elaborated case study, each element of validity is fulfilled by the parties who have created PPJB. In this case, initially appointed by all parties creating the PT, A as a representative with seller C are parties with the capacity to come to an agreement for the purchase and selling of a land which is a normal cause with no prohibition. Henceforth, to understand from the outset, the agreement created in this case is valid as a contract made between natural persons, rather than between a natural person and a legal entity.

Only after incorporation can the PT, through ratification, assume the rights and duties arising from such agreements- thereby transforming a private preliminary commitment into a corporate legal obligation. Hence, when drafting pre-incorporation agreements such as Sale and Purchase Agreements (PPJB) or Memorandums of Understanding (MoU), the notary must clearly record the legal capacity of the signatories and stipulate that the company under formation will later ratify the agreement. This safeguards the validity of the agreement and prevents disputes concerning representation and authorisation.

Theoretically, the doctrine of ratification (*ratifikasi*) provides a legal bridge between pre-incorporation and post-incorporation phases. Once the PT is legally established, it may ratify previous commitments entered into by its founders or representatives, as long as these commitments serve the company's interests and were made in good faith. This principle aligns with the spirit of Article 1339 of the Civil Code, which extends the binding nature of agreements beyond their express terms to include obligations based on justice, custom, or law as its origin regulations states "*Persetujuan tidak hanya mengikat apa yang dengan tegas ditentukan di dalamnya, melainkan juga segala sesuatu yang menurut sifatnya persetujuan dituntut berdasarkan keadilan, kebiasaan, atau undang-undang*" in which translates to "Agreement is not only binding on what is expressly stipulated

⁸ Berutu, Chris Anggi Natalia, Yulia Wardhani, Ningrum Ambarsari, and Yuko Fitriani. "Legal Responsibilities of Notaries in Making Deeds." Collaborative Journal of Science 7, No. 6 (2024): 2146.

⁹ Hadid, Hamasah Ramadhani, Anriz Nazaruiddin Halim, and Amelia Nur Widyanti. "Notary Liability for the Making of Deed of Minutes of the General Meeting of Shareholders That Do Not Meet the Quorum of Attendance." Journal of Innovation Research and Knowledge 4, No. 11 (2025): 8398.

in it, but also on everything that by its nature requires agreement based on justice, custom or law.” Through such ratification, the legal burden shifts from the individual founders to the company, provided that the company’s organs, especially the Board of Directors and Commissioners, formally acknowledge and approve the transaction in a Shareholders’ General Meeting (RUPS).

The Ratification and Contract Validity Theory (*Teori Ratifikasi dan Keabsahan Perikatan*) provides a conceptual bridge linking private commitments made before incorporation with the legal obligations that arise once the company attains legal personality. Rooted in the principles of contract law as discussed by Subekti (1914-1998) and Wirjono Prodjodikoro (1897-1985), this theory posits that agreements made by founders before legal establishment remain valid among the signatories, provided the essential elements under Article 1320 of the Civil Code are fulfilled. Ratification by the company after incorporation serves to transfer these obligations from the individuals to the new legal entity, thereby ensuring continuity of legal rights and duties and reinforcing the doctrine of good faith and legal certainty^[10].

However, if the PT refuses to ratify pre-incorporation acts, the individuals who entered into the agreements remain personally liable. This interpretation is consistent with Article 1331 of the Civil Code, which emphasises that “obligations cannot be transferred to another person without consent” in which its original form states “*Tidak seorang pun dapat melepaskan dirinya dari kewajiban tanpa persetujuan dari pihak lain yang berpiutang.*” Therefore, notaries must ensure that clauses explicitly regulating liability before and after ratification are incorporated within pre-incorporation contracts. The inclusion of such clauses not only reinforces legal certainty but also aligns with the principle of prudence (*asas kehati-hatian*) as mandated in Article 16 paragraph (1) letter a of the Notary Law, which requires notaries to act honestly, thoroughly, and impartially in which is regulated originally as “*Notaris berkewajiban bertindak jujur, saksama, mandiri, tidak berpihak.*”

In conclusion, the validity of pre-incorporation agreements depends on the interplay between the doctrines of good faith, ratification, and notarial prudence. Notaries play a crucial role as guardians of legal certainty, ensuring that pre-incorporation acts are executed in compliance with existing legal frameworks and ethical principles^[11]. By emphasising clarity of representation, inclusion of ratification clauses, and explicit identification of the parties’ intent, notaries prevent potential disputes and safeguard all parties’ rights. Therefore, it is imperative that notaries integrate statutory safeguards from the Civil Code, Company Law, and Notary Law when handling pre-incorporation transactions, therefore each legal act remains valid and enforceable once the company attains legal status.

B. Notarial Legal Solutions to Maintain Good Faith and Legal Certainty

The notary, as a state-appointed public official (*Pejabat Umum*), carries a vital role in upholding both the principle of good faith (*itikad baik*) and legal certainty (*kepastian hukum*) during pre-incorporation transactions. The authority and responsibility of a notary are grounded in Article 1 paragraph (1) of Law No. 30 of 2004 on Notary Position (as amended by Law No. 2 of 2014), which defines a notary as “a public official authorised to make authentic deeds and perform other duties as prescribed by law” which is regulated by “*Notaris adalah pejabat umum yang berwenang untuk membuat akta otentik dan kewenangan lainnya sebagaimana dimaksud dalam Undang-Undang ini.*” This legal foundation imposes upon notaries the obligation to create authentic deeds that reflect not only the formal requirements of law but also the substantive fairness of the agreement^[12]. Therefore, in pre-incorporation contexts, the notary must ensure that every legal action performed, whether it concerns the sale and purchase of land, a memorandum of understanding, or a representation, is executed with transparency, mutual consent, and a genuine intent to establish a lawful entity. This discussion is also grounded in the Legal Certainty Theory (*Teori Kepastian Hukum*), articulated by Gustav Radbruch (1878-1949) and Hans Kelsen (1881-1973), which holds that law must provide predictable, consistent, and enforceable standards. Within notarial practice, this theory affirms that every authentic deed serves as concrete proof of the parties’ legal will, ensuring order and trust in transactions. By adhering to Article 1868 of the Civil Code and Article 16 paragraph (1) of the Notary Law, notaries act as the guardians of legal certainty, transforming private intentions into formally valid and legally enforceable documents. Thus, this theory underpins the notary’s preventive and protective role in pre-incorporation transactions^[13].

To maintain good faith, the notary must act as a neutral intermediary who ensures that each party fully comprehends the implications of their legal actions. According to Article 16 paragraph (1) letter (a) of the Notary Law, a notary “is obliged to act honestly, thoroughly, independently, impartially, and to safeguard the interests of the parties involved in the legal act” which it originates from the regulated “*Notaris berkewajiban bertindak jujur, saksama, mandiri, tidak berpihak, dan menjaga kepentingan pihak yang terkait dalam perbuatan hukum.*” This obligation requires notaries to exercise due diligence in verifying the identity, capacity, and authority of parties involved, especially in situations where a representative acts on behalf of a not-yet-established company. For instance, the notary must clarify whether the representative’s authority arises from a mutual agreement among the founders or from a specific mandate, as stipulated in a Power of Attorney (*Surat*

¹⁰ R. Subekti, *Covenant Law*, revised ed. (Jakarta: Intermasa, 2005), pp. 17–18.

¹¹ A great son, Chris, and I made a bachelor’s degree. “Proof of the deed of agreement that contains the substance of the nominee is related to the control of property rights.” *Acta Comitas: Journal of Notary Law* 10, No. 02 (2025): 311.

¹² Sari, Ratih Mega Puspa, Agus Iskandar PP, Cindy Sandra Lumingkewas, and Mariani Mariani. “The Role of Notaries in Civil Agreements Legality and Validity of Deeds.” *JHK: Jurnal Hukum dan Keadilan* 2, No. 3 (2025): 16.

¹³ Peter Langford, Ian Bryan, John McGarry (eds.), *Kelsenian Legal Science and the Nature of Law* (Cham: Springer, 2017).

Kuasa). Through such verification, notaries prevent the misuse of representation that may jeopardise future corporate interests or cause one party to act in bad faith and breach a contract.

Moreover, legal certainty is a fundamental value of notarial practice, serving as the backbone of every authentic deed. The importance of legal certainty is expressly embedded in Article 1868 of the Indonesian Civil Code, which defines an authentic deed as “a deed made in the form prescribed by law by or before a public official authorised to do so” which its initial regulation states “*Suatu akta otentik ialah suatu akta yang dibuat dalam bentuk yang ditentukan undang-undang oleh atau di hadapan pejabat umum yang berwenang untuk itu*”¹⁴. When applied to pre-incorporation acts, this provision emphasises that only through a properly executed notarial deed can future legal disputes be minimised. The authenticity of the deed serves as *prima facie* evidence of the parties’ intent, making it difficult for any party to later deny the agreement’s existence or their obligations within it. This reinforces the notary’s preventive function ensuring the protection of parties’ rights even before conflicts arise¹⁵. From an analytical standpoint, notaries can provide solution-oriented approaches to pre-incorporation conflicts through the integration of legal principles, particularly those contained in the Limited Liability Company Law (UU No. 40 of 2007) and Civil Code (KUHPerdata). For instance, to preserve good faith and prevent future disputes, a notary may include specific clauses in pre-incorporation deeds stipulating that all acts performed before the issuance of the company’s legal status must later be ratified by the Board of Directors and Commissioners through a Shareholders’ General Meeting (RUPS) as mandated by Article 75 paragraph (1) of the Company Law, which states, “The General Meeting of Shareholders has all powers not granted to the Board of Directors or the Board of Commissioners,” and is a translation of “*Rapat Umum Pemegang Saham mempunyai segala wewenang yang tidak diserahkan kepada Direksi atau Dewan Komisaris*”. This clause ensures the alignment of the founder’s pre-incorporation intentions with the company’s post-incorporation legal obligations, hence safeguarding the principle of continuity (*asas kesinambungan hukum*).

The notary’s legal solutions in pre-incorporation conflicts also necessitate a high degree of ethical accountability. When handling transactions that involve the use of a representative before the establishment of a company, the notary must apply the principle of *prudence* (*asas kehati-hatian*) not only in drafting but also in evaluating whether the parties have the financial capacity and lawful purpose to engage in the act. A notary who fails to verify the origin of authority, particularly when the representative acts based on an informal oral mandate, may indirectly facilitate legal uncertainty and potential fraud. Hence, prudence requires confirming the authenticity of all supporting documents, cross-checking signatures, and ensuring that the founders have a unanimous understanding of the legal consequences of their agreement. The preventive value of this diligence has been emphasized in recent *Jurnal De Jure* findings, which note that over seventy percent of disputes arising from pre-incorporation acts stem from procedural negligence at the notarial stage.

In addition to procedural precision, ethical consistency is crucial for maintaining public confidence. The notary, as a quasi-judicial officer, holds a fiduciary duty to balance competing

interests and to prevent any conflict of interest that may compromise neutrality. If a notary exhibits bias-by favouring one founder, drafting clauses that disproportionately benefit one party, or concealing relevant information-such behaviour may constitute an ethical violation under Articles 65–66 of the Notary Law and may lead to disciplinary proceedings before the *Majelis Pengawas Daerah*. The integrity of notarial deeds thus depends on the professional conscience of the notary. This moral vigilance ensures that each deed serves as a fair reflection of the parties’ collective intent rather than an instrument of dominance by the stronger party. Moreover, the concept of legal certainty (*kepastian hukum*) must be interpreted dynamically as both formal and substantive. Formally, the notary provides certainty through authentic documentation that possesses evidentiary supremacy under Article 1868 KUHPerdata. Substantively, however, certainty arises from the equitable distribution of rights and obligations among parties, which can only be achieved when the notary facilitates good faith communication and balanced drafting. Therefore, every authentic deed should manifest a dual function: as a legal instrument confirming the transaction and as a moral contract reflecting the justice of the agreement. Through this dual perspective, notarial solutions evolve from mechanical drafting into holistic protection of justice.

The implementation of escrow mechanisms and conditional payment clauses also illustrates the notary’s creative contribution to maintaining good faith. In cases where financial transactions occur prior to the formation of a company, the notary can advise parties to deposit payments into an escrow account, ensuring that funds are only released upon completion of ratification procedures. This method not only protects the seller’s rights but also prevents misuse of funds by representatives acting beyond authority. It embodies the principle of *preventive law enforcement*, where legal certainty is achieved not through litigation but through the structured foresight of the notarial process.

Finally, to achieve both good faith and legal certainty, it is essential for notaries to adopt a proactive and educative role. Notaries must not merely act as recorders of transactions but as guardians of legal ethics who remind parties of their rights, duties, and potential liabilities. They should provide written legal opinions as well as legal advice to ensure explaining the risks associated with pre-incorporation acts, including the possible personal liability of founders if the company later refuses to ratify the agreement. Such preventive measures are in harmony with the notary’s ethical duty as stipulated under Article 15 paragraph (2) letter e which regulates that “*Notaris berwenang pula memberikan penyuluhan hukum sehubungan dengan pembuatan akta*” which directly translates to “a notary must provide legal counseling in connection with the drafting of a deed.” By combining prudence, transparency, and professional integrity, notaries effectively transform legal uncertainty into structured, enforceable, and ethically grounded agreements, thereby embodying the true spirit of *itikad baik* in notarial law practice.

The central factual-legal problem in the conflict is the legal status of acts performed before the PT obtained legal personality: A acted as representative and signed the PPJB, the PT paid installments (documented by receipts) but later the PT (through A as director) refused to continue, while sellers (C)

¹⁴ Where, where, and the great lady of Astariyani. "The Role of Notaries in Strengthening the Function of Law as a Means of Social Engineering." *Acta Comitas: Journal of Notary Law* 10, No. 02 (2025): 276.

¹⁵ Flora, Henny Saida. "Legal Power of Authentic Deeds and Underhand Deeds in Civil Cases." *JHK: Jurnal Hukum dan Keadilan* 2, No. 3 (2025): 49.

also later acted without good faith which can be categorised as acting as default or breaching the agreement. Legally, these facts raise three linked questions: (a) whether the pre-incorporation PPJB can be ratified by the PT and thus bind it after incorporation (ratification); (b) whether founders/representatives remain personally liable if ratification is refused; and (c) what preventive/remedial role the notary must play to protect third-party interests and legal certainty. The Civil Code's good-faith requirement (Article 1338 KUHPperdata: "Agreements must be executed in good faith") and the Company Law's requirement that establishment is by notarial deed (Article 7 paragraph (1), of Law No. 40 of Year 2007) frame these questions and demand practical notarial solutions.

First and foremost, the notary must document, with maximum clarity, the legal capacity and mandate under which A acted at the time of the PPJB and MOU. This means the notary's authentic deed should expressly record (i) whether A acted on behalf of named founders or "on behalf of the company under formation," (ii) the existence and contents of any Power of Attorney (*Surat Kuasa*), (iii) the chronology and recipients of payments (with receipts and ledger entries), and (iv) any express reservation regarding ratification by the future RUPS. Such expressness limits future factual disputes and aligns with the notary's duty to act honestly, thoroughly and to protect parties' interests per Article 16 paragraph (1) of the Notary Law. By producing a granular notarial record, the notary strengthens the evidentiary position of each party and creates a *prima facie* presumption that the transaction was made in good faith^[16]. Irregardless of the PT is later incorporated but refuses ratification, Indonesian doctrine and recent scholarship emphasise the importance of preparation for ratification in the pre-incorporation deed: a clause that conditions the PPJB's continued effectiveness upon formal ratification by the company and a RUPS resolution (ratification clause), and a contemporaneous founders' written acknowledgement that the instalments were made for the company's benefit. The literature further recommends that the notary include a declaratory paragraph in the deed saying the founders' meeting (or RUPS) will be convened promptly after incorporation to decide ratification and to record any transfer of obligations to the company. These measures preserve the possibility of corporate ratification while protecting sellers by making clear the parties' expectations and procedural steps in the event of contested ratification.

Practically, the notary should insist-at the time of any pre-incorporation land PPJB tied to large payments-on financial safeguards such as (a) the use of an escrow arrangement or bank guarantee in the name of the company-in-formation (with instructions signed by founders), (b) conditional receipt language that records payment as "for the account of the company being formed subject to ratification," and (c) an express holdback or trust mechanism for disputed sums. These mechanisms are lawful and commonly recommended by recent analyses as risk-mitigating tools that reduce the need for subsequent litigation and secure third-party confidence in pre-incorporation transactions. The notary's role is to prepare the escrow or conditional language and ensure the parties sign acknowledging the conditions; thereby translating equitable

practice into enforceable documentary evidence^[17].

When an *impasse* (refusal to ratify or refusal to accept payment) occurs, the notary has several remedial steps that are both procedural and advisory. Procedurally, the notary must: (i) prepare a certified chronicle (chronology) of acts and payments with attached documentary evidence (receipts, bank advices, MoU, PPJB), (ii) call for an extraordinary founders' meeting also known as RUPSLB to consider ratification and decision on financial obligation transfer, and (iii) if parties refuse negotiation, propose (and record) dispute-resolution pathways such as mediation, arbitration (if clause exists), or civil suit for specific performance and/or damages. Advisorially, the notary should issue a written legal opinion to the PT and to the sellers clarifying likely legal positions (personal liability of founders under Article 1331 KUHPperdata; evidentiary weight of authentic deeds per Article 1868 KUHPperdata), expected remedies, and recommended immediate steps. Recent journal articles stress that this proactive notarial involvement reduces ambiguity and often resolves conflicts without judicial intervention.

In litigation or enforcement scenarios, two legal routes are typically available and should be explained and advanced by counsel upon the notary's referral: (a) an action for ratification and confirmation by the RUPS with a parallel petition for declaratory relief that the payments were made on behalf of the company (seeking entry of obligations into company accounts), and (b) if ratification fails, a civil claim against the individual(s) who acted (A and/or C) for breach of contract or unjust enrichment plus claim for specific performance or damages. The notary's authentic deed will function as strong evidence in either route because Article 1868 KUHPperdata confers *prima facie* evidentiary force to notarial instruments. Therefore, the notary should maintain unassailable documentary clarity and be ready to provide certified copies and testimony regarding the execution context. Scholarly commentary underscores the practical weight of notarised chronology and receipts in Indonesian courts and administrative reviews.

Finally, to prevent recurrence across the profession, the notary should adopt institutional safeguards as standard practice: mandatory inclusion of ratification and escrow clauses in all pre-incorporation PPJBs; a standardised checklist verifying founder mandates, POAs, and proof of funds before notarising; clear written advice (legal opinion) attached to each deed about potential founder liability; and, when sums are large, insistence on bank escrow or trust accounts rather than cash or informal receipts. On the other hand, a notarial product that can conjointly solve this matter is the creation of an agreement of transfer of parties, also known in Indonesian as *perjanjian peralihan pihak*. This deed formed by the notary is one in which exchanges the position of C into the named PT on the PPJB, as agreed by the parties involved. Henceforth, the PT can resume into the next procedure of which is the making of *akta jual beli* or deed of sale under its own name, without the need of assistance by other names. This will result in all forms of receipts and evidence throughout the purchasing procedure written under the PT's name at which C will have no reason to oppose or reject payments from unlabeled parties. The next applied good faith subjectivity is therefore handed over

¹⁶ Dhinata, I. Kadek Mahardika Rangga, and I. Made Walesa Putra. "The authenticity of the PPAT deed as a perfect evidence in achieving vis-probandi from the perspective of the principle of conformity." *Acta Comitas: Journal of Notary Law* 10, No. 02 (2025): 414.

¹⁷ Putri, Kadek Krisnanda Pandi, and I Wayan Novy Purwanto. "The Authority of Notaries/PPAT to Carry out Escrow Services for the Payment of Land and Building Rights Acquisition Duties." *Journal of Legal Interpretation* 5, No. 3 (2024):1251.

towards C, whether they are committed to fulfill and complete the whole transaction with good faith.

Professional journals and recent policy analyses advocate for these steps as industry best practice and point to the dual benefit, protecting clients and reducing reputational and disciplinary risks for notaries under UUJN. Implementation of these measures will not only resolve the A–B–C conflict more efficiently but also elevate the preventive function of the notarial profession in contemporary corporate formation practice.

Closing

Conclusion & Suggestion

Overall, through comprehensive analysis, it is understood that the notary's primary duty in pre-incorporation transactions is to safeguard the principles of good faith and legal certainty through adherence to statutory obligations and professional ethics. In the examined case, where a representative acted on behalf of a company not yet incorporated, the notary must ensure that every legal act—particularly the drafting of deeds such as the PPJB and MoU complies with the requirements of the Civil Code, Company Law, and Notary Law. This includes verifying the authority of the representative, documenting the parties' genuine intentions, and embedding clauses that anticipate later corporate ratification. By doing so, the notary prevents disputes regarding authorisation and protects all parties' interests, fulfilling the mandate under Article 16 paragraph

(1) of the Notary Law to act honestly, thoroughly, and impartially. Furthermore, the principle of *itikad baik* under Article 1338 of the Civil Code serves as a moral and legal compass ensuring that every action taken prior to incorporation aligns with fairness, transparency, and mutual benefit.

To provide effective legal solutions, the notary must adopt a preventive and facilitative role by structuring pre-incorporation deeds with ratification clauses, escrow arrangements, or an agreement of transfer of parties (*perjanjian peralihan pihak*) when necessary. These measures guarantee the continuity of legal obligations once the company obtains its legal entity status. Additionally, the notary's authority to provide legal counseling under Article 15 paragraph (2) letter e of the Notary Law reinforces their responsibility to educate parties on potential risks and liabilities. By combining legal prudence with proactive advisory functions, the notary not only resolves the potential *impasse* between parties but also strengthens public trust in the notarial profession. Ultimately, the embodiment of good faith and the assurance of legal certainty through authentic deeds affirm the notary's essential role as the guardian of justice, legality, and ethical conduct in Indonesian corporate and transactional law.

References

- Eisenberg MA. The principle of good faith in contract law. In: Eisenberg MA, editor. *Foundational principles of contract law*. Oxford: Oxford University Press; 2018. p. 141-58.
- Langford P, Bryan I, McGarry J, editors. *Kelsenian legal science and the nature of law*. Cham: Springer International Publishing; 2017.
- Subekti R. *Covenant law*. Jakarta: Intermedia; 2005.
- Aurellia CS, Winanti A. Validity of sale and purchase binding agreement in pre-project selling transaction. *Jurnal Ius Constituendum*. 2024;9(2):306-19.
- Arifin M. Building the ideal concept of applying the principle of good faith in treaty law. *Journal of Ius Constituendum*. 2020;5(1):66-82.
- Berutu CAN, Wardhani Y, Ambarsari N, Fitriani Y. Legal responsibilities of notaries in making deeds. *Collaborative Journal of Science*. 2024;7(6):2145-51.
- Chris AG, Chris CI. Proof of the deed of agreement that contains the substance of the nominee is related to the control of property rights. *Acta Comitatus: Journal of Notary Law*. 2025;10(02):305-15.
- Dhinata IKM R, Putra IMW. The authenticity of the PPAT deed as a perfect evidence in achieving vis-probandi from the perspective of the principle of conformity. *Acta Comitatus: Journal of Notary Law*. 2025;10(02):399-418.
- Din T. Notary liability for authentic deed indicated by criminal act. *Journal of De Jure Legal Research*. 2019;19(2):171-83.
- Flora HS. Legal power of authentic deeds and underhand deeds in civil cases. *JHK: Jurnal Hukum dan Keadilan*. 2025;2(3):44-55.
- Hadid HR, Halim AN, Widyanti AN. Notary liability for the making of deed of minutes of the general meeting of shareholders that do not meet the quorum of attendance. *Journal of Innovation Research and Knowledge*. 2025;4(11):8397-408.
- Rachman IN, Widhiyanti HN, Wisnuwardhani DA. The meaning and limitations of a notary's obligation in safeguarding the interests of the parties in legal acts from the perspective of legal certainty. *International Journal Of Humanities Education And Social Sciences*. 2024;4(3):1264-75.
- Muliarta IGN. The principle of good faith in the sale and purchase agreement of rights made before a notary. *Community Service Journal of Law*. 2022;1(1):44-8.
- Astariyani NW, Astariyani NW, Astariyani NW. The role of notaries in strengthening the function of law as a means of social engineering. *Acta Comitatus: Journal of Notary Law*. 2025;10(02):275-89.
- Putri KKP, Purwanto IWN. The authority of notaries/PPAT to carry out escrow services for the payment of land and building rights acquisition duties. *Journal of Legal Interpretation*. 2024;5(3):1250-6.
- Rifiana A, Yetniwati Y, Amir D. The obligation of notaries in making deeds to realize notaries with integrity in the era of globalization. *Face of Law*. 2022;6(2):193-200.
- Sari RMP, Iskandar PPA, Lumingkewas CS, Mariani M. The role of notaries in civil agreements legality and validity of deeds. *JHK: Jurnal Hukum dan Keadilan*. 2025;2(3):13-27.
- Kitab Undang-Undang Hukum Perdata (Civil Code). Indonesia.
- Indonesia. Undang-Undang Republik Indonesia Nomor 2 Tahun 2014 tentang Jabatan Notaris. *Lembaran Negara Republik Indonesia Tahun 2014 Nomor 3. Tambahan Lembaran Negara Republik Indonesia Nomor 5491*.
- Indonesia. Undang-Undang Nomor 40 Tahun 2007 tentang Perseroan Terbatas. *Lembaran Negara Republik Indonesia Tahun 2007 Nomor 106. Tambahan Lembaran Negara Republik Indonesia Nomor 4756*.
- Indonesia. Undang-Undang Republik Indonesia Nomor 30 Tahun 2004 tentang Jabatan Notaris. *Lembaran Negara Republik Indonesia Tahun 2004 Nomor 117. Tambahan Lembaran Negara Republik Indonesia Nomor 4432*.

How to Cite This Article

Winaya DAMASP, Karma MGS. Good faith principles in land sale and purchase agreements: a notarial perspective on pre-incorporation representation. *Int J Judicial Law*. 2026;5(1):7–16. doi:10.54660/IJL.2026.5.1.07-16.

Creative Commons (CC) License

This is an open access journal, and articles are distributed under the terms of the Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA 4.0) License, which allows others to remix, tweak, and build upon the work non-commercially, as long as appropriate credit is given and the new creations are licensed under the identical terms.