

Transfer of Debt Collateral Object in a Deed of Sale and Purchase (Study of Tangerang District Court Decision number: 1096/Pdt.G/2022/PN.Tng)

Anindya Ratri Widyadari
Universitas Indonesia, Indonesia
Emails: anindyaratri15@gmail.com

ABSTRACT

An authentic deed made by a Land Deed Official (PPAT) has an important role in providing legal certainty for legal actions, such as transferring land rights or ownership rights over apartment units. However, violations of the precautionary principle in making authentic deeds by PPATs are still found, such as in the case of Tangerang District Court Decision number 1096/Pdt.G/2022/PN.Tng, where the deed was made not in accordance with the actual circumstances. This research aims to analyze the legal consequences of a Sale and Purchase Deed that is not in accordance with the principle of prudence and the responsibility of the PPAT in this matter. The research method used is doctrinal legal research with data collection through literature study, then analyzed qualitatively. The results show that an authentic deed made not in accordance with the actual circumstances can be declared null and void so that the agreement in it is considered never to have occurred. In addition, the responsible PPAT may be subject to civil sanctions in the form of compensation, administrative sanctions in the form of temporary dismissal for up to one year in accordance with Regulation of the Minister of ATR/BPN Number 2 of 2018, as well as sanctions based on the PPAT Code of Ethics. The implications of this research provide an important understanding of the need for supervision and application of the precautionary principle by PPATs to avoid legal losses for the parties involved.

Keywords: Accounts Payable, Authentic Deed, Sale and Purchase.

INTRODUCTION

In the life of people who live side by side, sometimes they need each other's help, such as doing debt and credit that requires a guarantee with the object of land or flats. Therefore, a binding agreement is needed between the two parties. The agreement gave birth to an engagement containing obligations that must be carried out by the creditor and debtor so that the achievements created in the engagement can be carried out (Muljadi, 2018). The engagement that occurs between the two parties is a legal act that must be guaranteed by a deed made by an authorized official such as a Land Deed Official (hereinafter referred to as PPAT), considering that the position of PPAT (*Pejabat Pembuat Akta Tanah*) as a public official has the

authority to make authentic deeds relating to land rights or rights to apartment units (Damayanti, 2020).

Law Number 4 of 1996 concerning Mortgage Rights jo. Government Regulation Number 18 of 2021, concerning Management Rights, Land Rights, Flat Housing Units, and Land Registration, and Government Regulation Number 24 of 2016, concerning amendments to Government Regulation Number 37 of 1998, become legal and administrative tools if there are cases as mentioned earlier so that they are organized and provide legal protection and legal certainty to landowners (Kataspoetro, 1991). Therefore, in accordance with Article 19 paragraph (1) of Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles, it is conveyed that registering land is something that needs to be done to ensure legal certainty by the Indonesian government.

Based on Article 1 Point 1 of Government Regulation Number 37 of 1998 concerning Regulations on the Position of Land Deed Officials, PPAT is a public official who is authorized to make authentic deeds regarding certain legal acts concerning land rights or rights to apartment units. There are 8 (eight) deeds that PPAT is authorized to make, including Deed of Sale and Purchase, Deed of Exchange, Deed of Grant, Deed of Entry into a Company (Inbreng), Deed of Division of Joint Rights, Deed of Granting Cultivation Rights/Use Rights on Owned Land, Deed of Granting Mortgage Rights, and Deed of Granting Power of Attorney to Enforce Mortgage Rights.

PPATs who are passive by not adhering to the meaning of the oath of office and code of ethics as stated in Article 3 Letter b of the Decree of the Minister of Agrarian and Spatial Planning / Head of the National Land Agency Number 112 / KEP-4.1 / IV / 2017 concerning the Ratification of the Code of Ethics of the Association of Land Deed Officials, in serving the faces will be an opportunity for the parties to do something that is not true and not in accordance with the applicable laws and regulations (Ipung, 2022). The passive nature of the PPAT, which accepts the request of the confronter without thinking about the impacts that will occur in the future, will cause harm either to one of the parties or to the PPAT itself. Making a deed that is not in accordance with the conditions and circumstances is an agreement between the PPAT and the requesting party.

The intentional or unintentional actions of PPAT in committing negligence in carrying out the position cause the emergence of responsibilities that must be carried out by PPAT (Saputro et al., 2021). The responsibility carried out can be in the form of civil or administrative responsibility according to what actions are carried out. However, mistakes may not be made by the PPAT due to the dishonesty of the confrontation in providing information for the deed to be made.

In carrying out his position, a PPAT must behave professionally by adhering to the laws and regulations and the applicable code of ethics as a sign to be obeyed, but in reality, in carrying out his duties and positions, there are often violations committed intentionally or unintentionally. Such is the case found in Tangerang District Court Decision Number 1096/Pdt.G/2022/PN.Tng.

This case began in early January 2019 with MFM as Defendant II, who wanted to borrow from RM as Plaintiff in the amount of Rp. 4,000,000,000, - (four billion rupiah) with a pawn system that offered ownership documents for 2 (two) TA Apartment units, namely Tower A units and Tower D units owned by MFM as collateral, with an agreement that if within no later than 1 (one) month MFM could not redeem the documents of ownership of the 2 (two) apartment units, they would become the property of RM. On January 29, 2019, after obtaining a clean and clear statement of the 2 (two) apartment units, RM gave cash in the amount of Rp. 4,000,000,000,- (four billion rupiah) to MFM through TF as Defendant I as an intermediary, as well as providing the keys to the 2 (two) apartment units. After the delivery of the apartment, 2 (two) weeks later, on February 12, 2019, a Deed of Power of Sale number 67 and Deed of Sale and Purchase number 66 were made by PPAT F as Defendant III as the basis and a guarantee for RM after lending money to MFM so that the loan money was returned by MFM.

Through this case, it can be seen that there is an act of misuse of circumstances (*Misbruik van Onstandigheden*), which should be the granting of Mortgage Rights preceded by an agreement on the repayment of a debt made with a Deed of Granting Mortgage Rights made by PPAT (Trisnowati, 2020). However, the judge did not consider that there was an error in the making of the deed that was not in accordance with the circumstances that could lead to the invalidation of the deed. The validity of the Sale and Purchase Deed made by PPAT F can be questioned because it does not meet the legal requirements of an agreement as stated in Article 1320 of the Civil Code (KUHPerdata), which can result in the cancellation of the deed, and with the cancellation of the deed there will be responsibilities that must be carried out by PPAT F as a form of sanctions received for his negligence.

Previous studies have explored the role and responsibilities of PPATs in legal practices. A study by (Arizona et al., 2023) highlighted the importance of adherence to legal and ethical standards by PPATs to prevent the misuse of legal documents in credit agreements. Another study by (Kosasih & Haykal, 2021) emphasized that violations committed by PPATs often stem from insufficient oversight and limited understanding of the consequences of legal deeds, resulting in legal uncertainties for the involved parties. These studies underline the need for comprehensive measures to enhance PPAT accountability and minimize errors in deed creation. Novelty this research differs from previous studies by focusing on the misuse of legal documents in debt and collateral cases, as seen in Tangerang District Court Decision Number 1096/Pdt.G/2022/PN.Tng. It offers a novel approach by analyzing the systemic gaps that allow for such misuse and providing recommendations for improving PPAT professionalism and legal compliance.

Based on the background that has been stated, the main problem in this research is related to the Sale and Purchase Deed made on the transfer of the object of debt and credit collateral by PPAT found in the case in the Tangerang District Court Decision Number 1096/Pdt.G/2022/PN.Tng. The purpose of this study is to analyze the validity of the Deed of Sale

and Purchase made in the context of accounts payable and receivable secured by certain objects, as well as to evaluate the legal responsibility of the PPAT for the mistakes made in making the deed. In addition, this research aims to provide practical solutions so that similar violations can be minimized in the future. The benefits of this research are that it provides theoretical contributions in the development of legal literature related to the roles and responsibilities of PPAT, as well as practical benefits in the form of recommendations for PPAT to improve professionalism and compliance with applicable laws. This research is also expected to be a reference for parties involved in debt and credit agreements to understand the importance of choosing the right type of deed according to legal circumstances.

RESEARCH METHOD

This legal research is doctrinal, focusing on analyzing legal sources relevant to the topic (Mamudji et al., 2005). The study uses secondary data obtained through library research, collecting materials from laws, regulations, books, and other literature related to the authority and position of Land Deed Officials (PPAT), sourced both online and offline (Zed, 2018).

The research approach is normative juridical, examining legal norms and principles concerning the validity of deeds and the responsibilities of PPATs. The data sources consist of primary legal materials (laws and regulations), secondary legal materials (books, journals, and previous research), and tertiary legal materials (dictionaries and encyclopedias).

The data collection process involves systematically identifying, selecting, and compiling legal texts and literature relevant to the authority and professional responsibilities of PPATs. Once collected, the data is analyzed qualitatively by describing the legal materials in coherent and structured sentences, enabling a comprehensive understanding of the research findings (Ishaq, 2017). To strengthen the research rigor, the data analysis techniques used include:

1. Content Analysis: Identifying key themes and issues within the legal texts to understand their relevance to PPAT responsibilities and deed validity.
2. Comparative Analysis: Comparing laws and regulations with court decisions to highlight inconsistencies or gaps in the application of legal principles.
3. Prescriptive Analysis: Formulating recommendations based on legal norms and the findings from the analyzed materials to address the challenges faced by PPATs in their professional practice.

RESULT AND DISCUSSION

Legal Effects Related to Deed of Sale and Purchase Made on the Transfer of Collateral Object of Debt and Credit by PPAT

PPAT is a public official who has the authority to make authentic deeds as evidence for certain legal actions in accordance with the provisions stated in Article 1868 of the Civil Code

(Doly, 2016). The authentic deeds referred to as the authority of the PPAT are 8 (eight) deeds related to the registration, transfer, and encumbrance of land rights or apartment units, namely the Sale and Purchase Deed, Deed of Exchange, Deed of Grant, Deed of Entry into the Company (Inbreng), Deed of Division of Joint Rights, Deed of Granting Cultivation Rights / Use Rights on Land Owned, Deed of Granting Mortgage Rights, and Deed of Granting Power of Attorney to Enforce Mortgage Rights. So, looking at this case, PPAT F actually has the authority to issue a Deed of Sale and Purchase No. 66.

Although PPAT is authorized to do these deeds, PPAT must also act carefully so that the deed made is in accordance with the actual circumstances. However, in this case, there is an abuse of circumstances (*Misbruik van Omstandigheden*) committed by PPAT F for making a Sale and Purchase Deed when what actually happened was a debt and credit with object collateral. *Misbruik van Omstandigheden* is a doctrine that states that when an agreement is made, there is a weakness or unbalanced situation between the parties, then the stronger party, knowing the weakness of the weaker party, takes advantage of the situation of the weaker party so that the weaker party cannot reject the agreement (Clarins, 2022). In debt and credit, if the debtor/borrower, MFM, is in a weaker position than the creditor, RM, then this should not be promised because if the debtor defaults and then a Sale and Purchase Deed is made, it will result in losses or even invalidation of the deed. The granting of a mortgage (collateral) that is preceded by an agreement on the repayment of a debt should be made with a Deed of Granting Mortgage made by a PPAT as stipulated in Article 10 of Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land.

If the transfer of debt collateral objects in the form of 2 (two) TA Apartment units is still made into a Sale and Purchase Deed, then this does not fulfill the principle of cash clarity that must be applied in the sale and purchase transaction. According to Boedi Harsono, the principle of cash light is a principle that must exist in the sale and purchase of land rights or property rights to land units regulated in customary law, which is the main basis for the formation of the Basic Agrarian Law (Harsono, 2007). *Terang* means that the sale and purchase must be carried out openly and not closed before an authorized official, and *cash* means that the transfer of rights and payment is carried out simultaneously in accordance with the price agreement contained in the Deed of Sale and Purchase (Muslim & Arsin, 2023). This is emphasized through Article 1457 of the Civil Code, which states that buying and selling is an agreement in which one party binds himself to deliver property and the other party pays the agreed price, and the agreement is a legal act that requires the role of PPAT as an authorized official (Soimin, 2018). The creation of a Sale and Purchase Deed by a PPAT is evidence that the nature of light and cash has been fulfilled with certain land-related actions that comply with the provisions in the sale and purchase of land rights or apartment units (Salim, n.d.). The cash principle in this case was not fulfilled in the sale and purchase transaction of 2 (two) TA Apartment units because although PPAT F was authorized to make a Sale and Purchase Deed between the parties concerned, there was no agreement on

the price of the apartment, only said that if MFM could not pay off the debt of Rp. 4,000,000,000 (four billion rupiah), and then the apartment would be transferred to RM.

From what has been done by PPAT F, the Deed of Sale and Purchase Number 66 made by him raised legal consequences for the defects of an agreement so that the deed should be null and void. The validity of the deed refers to the legal requirements of the agreement stipulated in Article 1320 of the Civil Code, namely:

1. Agreement of the parties to bind themselves;
2. Capable of performing legal acts;
3. A certain thing;
4. A lawful cause.

The first and second conditions are subjective conditions because they concern the subject of the agreement, namely, the parties RM and MFM have agreed to enter into an agreement and have the capacity to perform legal acts because the Deed of Sale and Purchase Number 66 by PPAT F means that the identity of the parties has been checked and can perform legal acts. The third and fourth conditions are objective conditions because on the object of the agreement, there are rights and obligations that have been regulated by the parties, but a lawful cause is not fulfilled because the deed made is not in accordance with the actual situation, so that it violates the provisions of Article 10 of Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land and Article 1475 of the Civil Code. The non-fulfillment of the fourth condition results in the deed becoming null and void, and the agreement is deemed never to have taken place.

Freedom of contract is also the basis for making an agreement on an authentic deed; this is stated in Article 1338 of the Civil Code, namely, all agreements made in accordance with the law shall apply as law to those who make them, the agreement cannot be withdrawn other than by agreement of both parties or for reasons determined by law, the agreement must be carried out in good faith. The principle of good faith in the article is an important thing and must be applied to every agreement because whatever the form of the agreement, it must heed the norms of decency and propriety so as not to cause harm to one of the parties (Wijaya & Dananjaya, 2018). Making a Sale and Purchase Deed with imprudence reflects that PPAT F does not adhere to the laws and regulations governing the position of PPAT and the code of ethics of the PPAT association, resulting in consequences such as losses experienced by one of the parties, namely RM.

Through what has been done by PPAT F so as to make the fourth condition of the validity of the agreement in Article 1320 of the Civil Code not fulfilled, the Sale and Purchase Deed Number 66 made by PPAT F becomes null and void. However, the judge's decision did not consider that there was an error in doing a deed that was not in accordance with the provisions that should have been in accordance with the circumstances so that the action should have

resulted in Sale and Purchase Deed Number 66 becoming null and void or could be requested for annulment.

The Responsibility of a PPAT who Makes a Deed of Sale and Purchase that is Not in Accordance with the Supposed Circumstances

Moral values such as honesty, responsibility, moral independence, authenticity, and moral courage are things that must be adhered to by apparatus who undergo a profession in the field of law (Sonafist, 2023). One of the professions in the field of law is PPAT. Public trust in PPATs as public officials who have the authority to do authentic deeds as perfect evidence must be maintained by having high morals, morals, and integrity in their work. Therefore, PPATs must adhere to the rules of the office, the code of ethics, and other regulations that underlie every legal action. If the trust is not heeded by the PPAT in doing an authentic deed by committing intentional or unintentional negligence so that it can lead to the invalidation of the authentic deed made and there are parties who are harmed, the PPAT is obliged to take responsibility for it (Darusman, 2016).

Before carrying out their position, PPATs take an oath of office, the contents of which are conveyed in Article 34 paragraph (1) of the Regulation of the Head of the National Land Agency Number 1 of 2006 concerning Provisions for the implementation of Government Regulation Number 37 of 1998 concerning Regulations on the Position of Land Deed Officials (hereinafter referred to as PerKa BPN Number 1 of 2006), with the contents of the oath explaining that a person to be appointed as a PPAT must obey the relevant laws and regulations and will carry out his/her position honestly, orderly, carefully, conscientiously, responsibly, and impartially to uphold the dignity of the state, government, and the dignity of PPATs.

In reality, there are still many PPATs who do not heed the pronounced contents of the oath of office. As in this case, PPAT F, in making his deed, did not comply with the laws and regulations governing land and other related laws because the deed he made did not match the existing circumstances, namely debt and credit with object collateral that should not be done by sale and purchase. It also reflects that in carrying out his position, PPAT F was not honest, orderly, careful, and did this with full awareness because when the RM and MFM confrontants told the conditions that occurred, PPAT F should have applied Article 53 PerKa BPN Number 1 of 2006 in filling in the deed blank which was carried out in accordance with the correct events, status, and data and supported by documents in accordance with statutory regulations witnessed by (2) two witnesses, so as not to give consequences related to Sale and Purchase Deed Number 66 which became null and void.

PPATs have obligations that must be carried out in order to create smoothness in carrying out their positions and foster public trust in PPATs. These obligations are regulated in Article 45 of BPN Regulation No. 1/2006 and Article 3 of the PPAT Code of Ethics. Some PPAT obligations that are not properly implemented by PPAT F are found in Article 45 letters a, i, and k of BPN Regulation Number 1 of 2006 and Article 3 letters a, b, f, and p of the PPAT Code of Ethics, which,

if concluded, PPATs are required to have a good personality by acting in accordance with the meaning of the oath of office and code of ethics, as well as working with a full sense of responsibility, independence, honesty, and impartiality in addition to obeying the laws and regulations governing the office of PPAT and obeying the contents of the oath of office. For not carrying out the PPAT position properly, namely by not complying with these obligations, PPAT F will be subject to sanctions in accordance with applicable laws and regulations.

The principle of prudence as the basis of truth on the basis of thinking and acting carefully to carry out his position should be a reference in carrying out his position (Usman, 2021). The application of the precautionary principle is a vigilant attitude both to oneself and to others by considering the consequences of every action taken both at this time and in the future (Isnaini & Wanda, 2017). As an application in office, PPAT F carries out his position by making laws and regulations the basis for actions on his authority in doing authentic deeds by considering the consequences of what will happen to himself and his face. Due to the lack of application of the precautionary principle by PPAT F, there are consequences that can harm various parties. PPAT, as an official authorized to make deeds, must be responsible for these losses.

Through the actions taken by PPAT F, the Sale and Purchase Deed number 66 made by PPAT F became null and void due to the fourth valid condition of the agreement in Article 1320 of the Civil Code, namely a lawful cause, which was not fulfilled, causing losses to RM because the debt was not paid by MFM and the 2 (two) TA Apartment units could not be transferred even though the apartments were collateral for MFM's debt to RM. This caused material and immaterial losses to RM, which must be compensated. In this case, PPAT F must take responsibility as a sanction for his actions that harm his party, namely RM, civilly and administratively, in order to create a deterrent effect so that public confidence in PPAT is not lost.

The losses incurred materially and immaterially due to the invalidation of Sale and Purchase Deed No. 66 made by PPAT F are civilly liable and must be carried out by PPAT F as a sanction for his actions. The mistake that caused the loss is a tort. According to Rosa Agustina, there are 4 (four) elements that can determine that an act is an Unlawful Act, namely (Agustina, 2013) :

1. The action is against the law because what PPAT F has done has violated the provisions of Article 1457 of the Civil Code and Article 10 of Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land that the Sale and Purchase Deed number 66 made by PPAT F is not in accordance with the actual circumstances, namely a debt and credit agreement with object collateral instead of a sale and purchase transaction.
2. There must be fault in the perpetrator, namely there is negligence committed by PPAT F in making an authentic deed that is not based on statutory provisions so that the deed made should be wrong not in accordance with the circumstances that should be.
3. There must be a loss, with the mistake made by PPAT F in making Sale and Purchase Deed number 66, resulting in the deed becoming null and void, meaning that the agreement is considered to have never occurred. The nullity caused material and immaterial losses suffered

by RM because it could not obtain the collateral object in the form of 2 (two) TA Apartment units, and the debt from MFM was not paid off.

4. There is a causal relationship between the act and the loss, that the loss suffered by RM was triggered by the act of PPAT F who violated the provisions in the making of authentic deeds in relation to defense and apartment units in making Deed of Sale and Purchase number 66, thus causing the deed to be null and void.

As stated in Article 1365 of the Civil Code, every unlawful act that causes loss to another person obliges the person who, through his fault, caused the loss to compensate the loss. Therefore, RM, as the injured party, can request compensation for PPAT F's actions that caused the debt not to be repaid by transferring 2 (two) TA Anggrek Apartment units owned by MFM.

In addition to being sued for damages by the injured party, PPAT F must also carry out sanctions as a responsibility that has been regulated by the Regulation of the Minister of Agrarian and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia number 2 of 2018 concerning Development and Supervision of Land Deed Officials (hereinafter referred to as Permen Agrarian / Head of BPN Number 2 of 2018) and the Code of Ethics of the Association of Land Deed Officials (IPPAT). Article 13 of Permen Agrarian/Head of BPN Number 2 Year 2018 explains that the responsibilities that must be carried out by PPAT are regulated in Article 12 paragraph (1), namely: (a) Written reprimand, (b) Temporary dismissal, (c) Honorable dismissal, (d) Dishonorable dismissal, where the witnesses are determined according to the type and offense. The sanctions imposed by the IPPAT association are contained in Article 6 paragraph (1) of the PPAT Code of Ethics, namely sanctions in the form of (a) Reprimand, (b) Warning, (c) Temporary dismissal from membership of the IPPAT association, (d) Dismissal from membership of the IPPAT association, and (e) Dishonorable dismissal from membership of the IPPAT association, where the imposition of these sanctions is adjusted to the frequency and quality of the violations committed by the IPPAT member. The punishment is a form of punishment from the lightest to the most severe and will be applied if the PPAT violates the code of ethics.

Through the case that has been researched, the judge in this case should consider PPAT F's mistake and impose sanctions in connection with compensation for RM's losses as well as administrative sanctions by being temporarily dismissed for a maximum of 1 (one) year by the minister and sanctions by the Regional Honor Council and the Central Honor Council of the IPPAT association with sanctions adjusted to the violation. As previously stated, the sanctions given are a form of PPAT F's responsibility in order to provide a deterrent effect, and in the future, it is expected to act more carefully. That way, public trust in public officials such as PPAT can be re-grown.

CONCLUSION

The conclusion of this study shows that the legal consequences of the Sale and Purchase Deed made on the transfer of the object of collateral for debt and credit by PPAT should be null

and void because the fourth requirement in Article 1320 of the Civil Code, namely a lawful cause, is not fulfilled. This research answers the problem that the deed was made not in accordance with the actual circumstances. Supposedly, a debit and credit agreement secured by a flat object does not use a Sale and Purchase Deed but a Deed of Granting Mortgage, which is more appropriate and relevant to the applicable legal principles. This discrepancy also reflects the lack of application of the precautionary principle by the PPAT, so the principle of light and cash in the sale and purchase transaction is not fulfilled. Thus, this research underscores the importance of understanding and exercising PPAT's authority in accordance with applicable legal provisions.

This research makes an important contribution to future legal practice, particularly in raising PPATs' legal awareness of their roles and responsibilities. In addition, this research is expected to encourage the revision and strengthening of supervision over the performance of PPAT duties through stricter regulations, such as increased sanctions or continuous training. Thus, this research is not only theoretically relevant but also practical in reducing the risk of legal violations by PPATs and protecting the interests of the parties in every legal transaction.

REFERENCES

- Agustina, R. (2013). *Perbuatan melawan hukum*. Universitas Indonesia, Fakultas Hukum, Pascasarjana.
- Arizona, R., Sinaulan, R. L., & Kencanawati, E. (2023). Pertanggungjawaban Notaris Terhadap Covernote Yang Dibuatnya Dalam Perjanjian Kredit. *SENTRI: Jurnal Riset Ilmiah*, 2(12), 5053–5061.
- Clarins, S. (2022). Penerapan Doktrin Penyalahgunaan Keadaan (Misbruik Van Omstandigheden) Dalam Putusan Pengadilan Indonesia. " *Dharmasisya*" *Jurnal Program Magister Hukum FHUI*, 1(4), 36.
- Damayanti, D. A. A. (2020). Perjanjian Jual Beli Tanah Yang Tidak Dilakukan Di Hadapan Pejabat Pembuat Akta Tanah (PPAT). *Lex Privatum*, 8(2).
- Darusman, Y. M. (2016). Kedudukan notaris sebagai pejabat pembuat akta otentik dan sebagai pejabat pembuat akta tanah. *ADIL: Jurnal Hukum*, 7(1), 36–56.
- Doly, D. (2016). Kewenangan Notaris Dalam Pembuatan Akta Yang Berhubungan Dengan Tanah. *Negara Hukum: Membangun Hukum Untuk Keadilan Dan Kesejahteraan*, 2(2), 269–286.
- Harsono, B. (2007). Hukum agraria Indonesia: sejarah pembentukan undang-undang pokok agraria, isi dan pelaksanaannya. (No Title).
- Ipung, T. (2022). Aspek Pidana Terhadap Pejabat Pembuat Akta Tanah (PPAT) Sebagai Pejabat Umum. *JISIP (Jurnal Ilmu Sosial Dan Pendidikan)*, 6(3).
- Ishaq, I. (2017). *Metode Penelitian Hukum dan Penulisan Skripsi, Tesis, serta Disertasi*. Alfabeta.
- Isnaini, H., & Wanda, H. D. (2017). Prinsip Kehati-Hatian Pejabat Pembuat Akta Tanah dalam Peralihan Tanah yang Belum Bersertifikat. *Jurnal Hukum Ius Quia Iustum*, 24(3), 467–487.
- Kataspoetro, G. (1991). Hukum Tanah Jaminan UUPA Bagi Keberhasilan Pendayagunaan Tanah (Cetakan Pe). *Raja Grafindo Persada*.
- Kosasih, J. I., & Haykal, H. (2021). *Kasus hukum notaris di bidang kredit perbankan*. Bumi Aksara.

- Mamudji, S., Rahardjo, H., Supriyanto, A., Erni, D., & Simatupang, D. P. (2005). Metode penelitian dan penulisan hukum. *Jakarta: Badan Penerbit Fakultas Hukum Universitas Indonesia*, 9–10.
- Muljadi, K. (2018). *Perikatan yang lahir dari perjanjian*.
- Muslim, S. D., & Arsin, F. X. (2023). Penerapan Asas Terang Dan Tunai Dalam Jual Beli Hak Atas Tanah Yang Hendak Dibatalkan Sepihak. *Jurnal Supremasi*, 60–69.
- Salim, S. (n.d.). Penerapan Sifat Terang Dan Tunai Dalam Jual Beli Tanah Yang Belum Lunas (Studi Putusan Pengadilan Negeri Tanjung Karang Nomor 6/PDT. G/2020). *Indonesian Notary*, 3(4), 30.
- Saputro, T. E., Maerani, I. A., & Riyanto, T. F. (2021). Implications of Falsifying Authentic Data in Deed of Sale & Purchase on Certificate of Building Use Rights (SHGB). *Sultan Agung Notary Law Review*, 3(3), 893–931.
- Soimin, S. (2018). *Status hak dan pembebasan tanah*.
- Sonafist, Y. (2023). Etika Profesi Hukum (Dalam kajian Filsafat Hukum Islam). *Cross-Border*, 6(1), 495–506.
- Trisnowati, N. (2020). Legal Protection for Creditors Against Validity of Trade Binding Act with Loan Without Dependent Rights (Analysis of Verdict Number: 34/Pdt/2017/PT. YYK and Number: 214/Pdt. G/2014/PN. Jkt Sel). *Authentica*, 3(2), 163–185.
- Usman, R. (2021). *Aspek-aspek hukum perbankan di Indonesia*. Gramedia Pustaka Utama.
- Wijaya, I., & Dananjaya, N. S. (2018). Penerapan Asas Itikad Baik Dalam Perjanjian Jual Beli Online. *Kertha Semaya: Journal Ilmu Hukum*, 6(8), 1–15.
- Zed, M. (2018). *Metode penelitian kepustakaan*. Yayasan Pustaka Obor Indonesia.

Copyright holder:

Anindya Ratri Widyadari (2025)

First publication right:

Asian Journal of Engineering, Social, and Health (AJESH)

This article is licensed under:

