

Responsibilities of Land Deed Making Officials (PPAT) for Sale and Purchase Deed whose Payment Has Not Been Paid

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ABSTRACT

The transfer of land rights through a Sale and Purchase Deed has been debated both in theory and practice. This is evident in cases such as South Jakarta District Court Decision Number 735/Pdt.G/2021, where payment for the sale and purchase of land rights has not been made in full. This research aims to analyze the application of the principle of light and cash in land sale and purchase transactions where the payment has not been paid in full and to examine the legal responsibility of the Land Deed Official (PPAT) in making a Sale and Purchase Deed that does not adhere to the principle. This research method uses a doctrinal approach by analyzing legal materials, both in the form of legislation, jurisprudence, and existing legal concepts. The results show that the principle of light and cash is a fundamental requirement in land sale and purchase transactions. If this principle is not fulfilled, then the transaction becomes null and void because it is contrary to the law. Furthermore, the PPAT who is responsible for making a Sale and Purchase Deed that violates this principle can be held legally liable either civilly, criminally, or administratively. This research has implications for underscoring the importance of compliance with the principle of light and cash in land transactions to ensure legal certainty and protect the rights of all parties. The research also highlights the need for stricter supervision and accountability mechanisms for PPATs to uphold the integrity of land sale and purchase deeds.

Keywords: Deed of Sale and Purchase, PPAT Responsibility, Unpaid Payment.

INTRODUCTION

The act of buying and selling is part of a form of civil legal act, if a case occurs resulting from the act, it can be accounted for, prosecuted, and prosecuted in court (Kusumahpraja, 2021). The definition of buying and selling is found in Article 1457 of the Civil Code, namely, buying and selling is a binding agreement, the seller promises to deliver an item or object and the buyer binds himself to pay the promised price (Tarmudi & Putra, 2023). The sale and purchase of land has the same principle as an agreement in general that in principle an agreement between 2 (two) or more parties, where the agreement must occur between the two parties, namely the seller and the buyer must meet the elements in Article 1320 of the Civil Code (Hanafiah & Apriani, 2022).

In the sale and purchase transaction, the delivery of objects and payments are made based on the will of the parties contained in the Sale and Purchase Deed made by the Land Deed Making Officer (hereinafter referred to as PPAT) (Febriyana, 2021). PPAT in carrying out its duties and functions is based on an applicable norm, namely Government Regulation Number 37 of 1998 as amended by Government Regulation Number 24 of 2016 concerning Regulations on Land Deed Making Officials. In activities to transfer land rights, it must be done in front of PPAT by making a deed of engagement based on Article 1 of Government Regulation Number 37 of 1998 as amended by Government Regulation Number 24 of 2016 (Hamonangan et al., 2021).

Based on the Basic Agrarian Law Number 5 of 1960 (hereinafter referred to as UUPA) and Government Regulation Number 24 of 1997 concerning Land Registration (hereinafter referred to as PP 24/1997), it is emphasized that the sale and purchase of land must be carried out with a deed made by and before PPAT (Lambonan, 2018). The deed made by PPAT proves that there is a legal act of transfer of land rights and serves to provide legal certainty over land and become one of the sources for data maintenance.

The sale and purchase agreement has essential elements, namely the existence of goods and prices (Wang et al., 2024). This element is an absolute element that must be present in the act of buying and selling and in carrying it out must be carried out in light and cash (Damayanti, 2020). Cash in the sense that payment for the object to be transferred must be carried out immediately as well as the delivery of the purchased object must be done in a transparent manner, so as to avoid fraud.

The nature of light and cash in Indonesian Land Law comes from Customary Law, which is the original law of the indigenous group (Arliman, 2018). Customary Law is used in the Law of Indonesian Land because in the UUPA there are still incomplete rules, so to avoid legal voids, Customary Law is used to complete it, this is stated in Article 58 of the UUPA, namely:

"As long as the regulations for the implementation of this Law have not been formed, the regulations, both written and unwritten regarding the earth and water and the natural resources contained therein and the rights to land, which existed at the time of the entry into force of this Law, shall remain in force, as long as they do not conflict with the spirit of the provisions of this Law and are interpreted accordingly."

This means that the sale and purchase of land rights in Indonesia adheres to the nature of customary law, namely the nature of light and cash. According to (Salim, n.d.) o, light is defined as a legal act carried out in front of an authorized public official, namely PPAT, while cash is interpreted as the agreed purchase and sale price that must be paid in cash/in full. If the buyer's obligation has not been fulfilled to pay off the payment, then the buying and selling process cannot be carried out (Zhou, 2014).

In practice, buying and selling can be carried out on tough terms, it can be called a conditional agreement (*voorwaardelijke*). A conditional covenant is an engagement that is hung on an event in the future, still not necessarily going to or happening. This can hinder the act of

buying and selling, which can be divided into 2 (two), namely the factor that the requirements in the Law have not been fulfilled or from the factor of agreement between the seller and the buyer, for example about the payment mechanism.

The form of the agreement in the Deed of Sale and Purchase has perfect proof, namely with the Authentic Deed. Authentic deeds are regulated in Article 1868 of the Civil Code. According to (Nurmayanti, 2017), an authentic deed is theoretically formulated as a letter or deed that was deliberately officially made for proof. The intention from the beginning is deliberately meaning that from the beginning the letter or deed has a purpose, namely to prove in the future if a dispute occurs.

In the initial process of buying and selling a plot of land and there has been an agreement, the process of transferring rights between the parties transfers it to PPAT for the preparation of the Sale and Purchase Deed and then it is used as a completeness for making land certificates. So that the transfer of land rights cannot be carried out without complying with the applicable laws and regulations. This is done to ensure certainty and legal order in the buying and selling. The process of buying and selling is only carried out on land owned based on land rights, thus the seller is the party who has the right and legally according to the law to sell the land to the buyer.

Based on the results of observations, there are still many practices of buying and selling land whose payments have not been paid in full or are made in installments. With this practice, it can cause problems in the future if the buyer cannot pay or cannot pay it off (default). As happened in Decision Number 735/Pdt.G/2021/PN Jkt.Sel, there is a buyer who has not completed his obligations, namely paying off the payment, but the Deed of Sale and Purchase has been made in advance so that the land has indirectly transferred its rights from the seller to the buyer.

Based on the above background, the purpose of this research is to analyze the application of the principles of light and cash in the process of buying and selling land, especially in the case of unpaid payments, and to examine the legal responsibility of the Land Deed Official (PPAT) for making a Sale and Purchase Deed that does not meet the principles of light and cash. This research aims to provide a deeper understanding of the importance of the fulfillment of these principles in maintaining legal certainty in the process of buying and selling land in Indonesia.

The benefit of this research is to contribute to the development of legal practices related to land sale and purchase, especially for PPATs in carrying out their duties in accordance with applicable legal principles. This research is also expected to be a reference for parties involved in land sale and purchase transactions to understand the legal consequences that can arise from violations of the principle of light and cash. In addition, the results of this research are expected to be used as a reference to improve regulation and supervision in the process of making sale and purchase deeds, in order to prevent potential disputes in the future.

RESEARCH METHOD

Methodology essentially provides guidelines for the ways in which a scientist studies, analyzes, and understands the environment he or she faces. Research is a scientific activity related to analysis and construction that is carried out methodologically, systematically, and consistently. Legal research is a scientific activity that is based on certain methods, systematics, and thoughts that have the purpose of researching one or several specific legal phenomena, by analyzing them.

The research method used in this research is doctrinal law that refers to legal norms with a normative juridical approach. The use of methods in this writing is through library materials or secondary data relating to legal principles or referred to as normative legal research or library legal research. The data source used is secondary data which includes literature, journals, books that discuss relevant research results.

RESULTS AND DISCUSSION

Case of Decision Position Number 735/Pdt.G/2021/PN Jkt.Sel

PT VIP as the Plaintiff and PP Company as the Defendant. The plaintiff is the owner of the building who wants to sell the building to the Defendant at the agreed price, which is Rp195,000,000,000.- and is bound by PPJB No. 155 made before PPAT. In the PPJB, it is regulated regarding the payment mechanism in stages, namely the first stage of IDR 50,000,000 and the second stage of IDR 194,950,000,000.

The defendant has paid the first phase of funds and he has reason that he does not have enough funds to make the second phase of payment in accordance with the specified deadline, namely December 20, 2019, because the deadline has passed, so the parties made a Deed of Cancellation No. 87 which canceled PPJB No. 155, So that the deed is void according to the law.

Furthermore, the parties made a new agreement, namely Deed of Agreement No. 88 which contains an agreement on the payment system for the purchase of the Building with 3 (three) stages of payment, namely the first stage of Rp50,000,000.- which has been paid, the second stage of Rp60,000,000,000.-, and the third stage of Rp134,950,000,000.- accompanied by a fine for the payment of delayed payment compensation funds for a period of 1 (one) month of Rp600,000,000.- based on Article 2 of the Deed of Agreement No. 88.

The Defendant did not have enough funds to be able to buy the Building and stated that it could only undertake a payment of Rp60,500,000,000.- and to meet the needs of the repayment payment, the Defendant promised to pay it off after getting a loan from the Bank. However, one of the requirements for applying for a loan at the Bank is to be the owner and be equipped with ownership documents that will be used as collateral.

The Defendant submitted an application to the Plaintiff to transfer the rights first (change the name of the ownership certificate) in order to apply for a loan and the funds were used for

the payment of the repayment of the purchase of the Building to the Plaintiff. Based on the clause in the Deed of Agreement No. 88, on the basis of good faith and trust between the parties, the Plaintiff agreed to the process of changing the name of the Building based on the Deed of Sale and Purchase No. 83 despite the fact that the realization of the payment has not been paid because the payment was made later after the disbursement of the Bank's loan.

Therefore, the legal obligation for the Defendant to carry out the achievement to the Plaintiff is to repay the Building in the amount of Rp134,950,000,000.- and then pay the compensation fund for 1 (one) month of delayed payment of Rp600,000,000.- and if the late repayment is in accordance with the specified period, the Defendant is obliged to pay a late penalty of 1% (one percent) of the amount of payment owed, which is Rp134,950,000.- for each day of delay to the Plaintiff. The Defendant only made the repayment on April 15, 2020, which should have been the deadline given by the Plaintiff on January 31, 2020. So, the total number of days of late payment is 74 days so that the total fine for late payment of the Building is IDR 9,780,000,000.-.

The plaintiff has tried to resolve the problem through deliberation, namely by sending several warning letters regarding the lack of payment for the purchase and sale of the building. In fact, the building has been handed over and used by the Defendant as an office and the name of the building has been changed to "PP Building", but the obligation to realize the payment that must be paid to the Plaintiff has not been paid. Here it is very clear that the Defendant has bad faith.

Position of Sale and Purchase Deed whose Payment Has Not Been Paid Off

The transfer of land rights through buying and selling is a legal act of transferring rights forever from seller to buyer and there is payment from buyer to seller, either paid in full or partially paid, which is carried out in light and cash (Muslim & Arsin, 2023). The transfer of land rights occurs to the buyer when the Deed of Sale and Purchase is made before PPAT signed by the parties.

The deed made by and before PPAT is a tool to prove that the sale and purchase has occurred in the context of registering the transfer of rights. The Deed of Sale and Purchase is useful to guarantee the rights and obligations of the parties and to avoid problems regarding land rights in the future and is used as proof by the parties in the agreement that an agreement has occurred in the form of sale and purchase (Rosadi, 2020). The deed made by PPAT adheres to the principle of documentation, namely proving land rights is carried out with written documentation.

The transfer of land rights through buying and selling based on the Indonesian Agrarian Law adheres to the principle of light and cash. This turns out to be in Article 5 of the UUPA, namely:

"Agrarian law that applies to the earth, water, and space is customary law, as long as it does not conflict with national and state interests, which is based on national unity, with

Indonesian socialism and the regulations listed in this Law with other regulations, everything by heeding the elements based on religious law."

Meanwhile, according to Boedi Harsono, the principle of light and cash is a customary law principle embraced in the Indonesian National Land Law, namely:

"As a law that complements the positive land law written in customary law, it is not outside or in conflict with or contrary to national land law. These customary law norms are part of the national land law, that is, they are part of the unwritten part."

So, the transfer of land rights through buying and selling is sourced from Customary Law. The sale and purchase of the land moved because it has a bright and cash nature. Light and cash means the handover of land rights in front of authorized public officials, in this case PPAT and the payment are made simultaneously. The signing of the sale and purchase deed that is not followed by full payment has certainly been known and agreed upon by the parties. However, the mechanism of the remaining payment cannot be stated in the sale and purchase deed, because in Perkaban Number 8 of 2012 there is an article in which the seller has received the purchase money in full (Fauzi, 2016).

Article 1338 of the Civil Code states that all agreements made legally based on the agreement of the parties become binding for both parties as the Law applicable to the parties (Sinaga, 2020). Therefore, the agreement that has been made cannot be withdrawn other than for the reason that the Law declares sufficient for it. An agreement must be implemented in good faith, the parties have good faith but as time goes by, it is the outside party that becomes the obstacle. This action has clearly violated Article 1320 and Article 1338 of the Civil Code, even though the agreement is still stated in the Deed of Sale and Purchase and the deed is still signed that is not in accordance with reality.

Regarding this, the deed made by PPAT must be in accordance with the agreement contained in Article 1320 of the Civil Code regarding the validity of an agreement that must meet the conditions for the validity of the agreement, namely:

1. Both parties to bind themselves in a mutually agreed agreement.
2. The seller and buyer are appropriate in carrying out legal acts or are capable of making an engagement.
3. A certain thing in the agreement is more of an object of the agreement which means the existence of the object of the agreed object.
4. A cause that is halal in a legal document and there is no swearing defect from the mutually agreed agreement.

If one of the four conditions is not met, then the strength of the deed does not have perfect evidentiary power due to legal defects.

Based on the description above, it can be known that the Deed of Sale and Purchase can be said to be valid if it meets the conditions for the validity of the agreement other than those

specified in Article 1320 of the Civil Code, which is also specifically regulated in the relevant laws and regulations (Hapsari, 2018). If the agreement is made in a way that violates existing laws/regulations, then the consequence is that the agreement can be null and void if the agreement is made by force, negligence, and fraud. Meanwhile, if you look at the case of buying and selling land and buildings above, the principle of light and cash is not fulfilled because the deed that has been made and read out by PPAT states that the payment is paid in cash, but the fact is that the payment has not been received in full or has not been paid off. The agreement in the Deed of Sale and Purchase should not be enforceable because it does not meet the nature of light. The agreement should not be continued because it violates the law or decency.

Responsibility of PPAT in Making Deeds of Sale and Purchase that Do Not Meet the Principle of Light and Cash

Every action is inseparable from responsibility, both actions in the name of the person, profession, and position attached to it. Responsibility will arise because there is a causal relationship between the party who entrusts them to carry out their duties and authorities or gets a mandate to carry out something that is carried out based on a certain profession for the benefit of the party who gives the task or mandate. If the work is good and in accordance with the rule of law, then it can be said that the action has fulfilled the duties for which it is responsible. Likewise, if the work is not good and not in accordance with the rule of law, then the action can pose a risk of legal uncertainty and the potential for disputes.

According to (Palenewen, 2022), PPAT is a public official so the deeds he makes are an authentic deed. If there is a problem with the deed that it makes, then the court does not need to check the correctness of the contents, signatures of the parties, and the validity of the deed, as long as the authentic deed made by the original PPAT and cannot be proven to be forged, fraudulent, then it is possible that the deed is declared null or void.

One of the duties and responsibilities of PPAT is to make and issue authentic deeds requested by the parties in undergoing civil relations as well as related issues, namely the sale and purchase of land and buildings that do not meet the requirements of light and cash, which has been mentioned above that there are conditions that are not met, but PPAT still makes the deed and the parties are asked to sign the Deed of Sale and Purchase, so that a lawsuit arises by the aggrieved party who asks for accountability to the Defendant.

The existence of a Sale and Purchase Deed made before PPAT is a sign of proof that the bright, cashy, and tangible nature has been fulfilled. PPAT in making a Deed of Sale and Purchase is proof that a specific legal act related to land has been carried out and must still pay attention to the basic provisions contained in the sale and purchase of land.

Buying and selling in realizing a legal certainty in every transfer of land rights must be proven by a deed made by and/or before PPAT, meaning that the role of PPAT is very important in implementing the Law because it must really pay attention to the transfer of land rights whose

payment has not been paid off (Saleh & Kamello, 2014). PPAT must determine a firm stance not to make the Deed of Sale and Purchase before all payments are paid off, even though it is paid in stages.

The role of PPAT is very important and has its relationship with the transfer of land rights whose payment has not been paid off, because the Sale and Purchase Deed is made before PPAT, even though the content of the deed is based on the will of the parties, but PPAT can still be a determinant if the wishes of the parties are contrary to the Law (Luthfi & Khisni, 2018). The Deed of Sale and Purchase made does not meet the agreement and does not fulfill the principle of light and cash even though in reality both parties sign the deed that has been read as if the seller has received all the payment. The deed read by PPAT is not in accordance with what happened and is not in accordance with the provisions, the deed can be asked to be canceled but in this case the parties still sign which according to the author is unnatural.

PPAT in carrying out its position is subject to the Code of Ethics of the Association of Land Deed Making Officials Number 112/KEP-4.1/IV/2017, in Article 1 number 2 of the PPAT code of ethics aims to maintain integrity, professionalism, and work ethics (Amrullah, 2017). The code of ethics covers various aspects, in addition to integrity, the existence of a relationship with confidentiality, fairness, quality of service, honesty, and professional responsibility. PPAT must be based on honesty, integrity, independence, and impartiality in carrying out its duties. The honesty and integrity of PPAT are crucial to always maintain the trust of the public. PPAT in making a deed must ensure that the requirements of the parties in making the deed have been met. In this case, PPAT ensures that the condition for carrying out a sale and purchase deed is the fulfillment of the principles of light and cash. The principle of light and cash in buying and selling cannot be ignored, because the principle of light and cash is the heart of agrarian law in the act of buying and selling law.

Before carrying out the sale and purchase, PPAT first asks the seller about the payment of land that has been paid off by the buyer. PPAT needs to make sure by asking for proof of payment of repayment by the buyer. This is necessary in order to fulfill the principle of light and cash in buying and selling. Certainty of payment must be made because in buying and selling it is required that the land has been paid in full by the buyer, if the land has not been paid off, PPAT should be made until the payment is paid in full. If PPAT knows that the land to be bought and sold has not been paid off by the buyer, PPAT should not be allowed to carry out the AJB because it is related to his position acting honestly. PPAT as a public official is sure to know that the requirements of the bright and cash principles must be fulfilled in the AJB. By continuing to carry out AJB without fulfilling the principle of transparency and cash, PPAT has committed violations in its position due to dishonesty and not maintaining integrity. PPAT who have committed violations in their positions can be held accountable civilly, criminally, and administratively. Civil liability can be carried out by requesting compensation from PPAT and requesting the cancellation of the deed made. Criminal liability can be carried out if PPAT has fulfilled the criminal elements related to

the violation committed. Administrative liability can be imposed in the form of reprimands, warnings, temporary dismissals, dismissals, and disrespectful dismissals from IPPAT association members.

CONCLUSION

The conclusion in this research shows that the principle of light and cash is a fundamental principle in the making of a land sale and purchase deed. A sale and purchase deed made without fulfilling this principle, such as in the case of unpaid payments, cannot be considered legally valid. Based on Perkaban No. 8/2012, the sale and purchase deed must include a statement that the seller has received the purchase money in full. If the principle of light and cash is not met, the land sale and purchase transaction becomes null and void because it is contrary to the laws and regulations. In addition, a PPAT who continues to execute a sale and purchase deed without fulfilling this principle has violated the provisions of the law and the professional code of ethics. Such violations may result in the PPAT being legally liable either civilly, criminally, or administratively. The contribution of this research in the future is to provide a scientific basis for improving regulation and supervision of the implementation of PPAT duties, especially in ensuring compliance with the principle of light and cash. This research can also serve as a reference for PPATs to understand the legal risks inherent in not complying with this principle in making a deed of sale and purchase. In addition, the results of this research are expected to serve as a reference for policy makers to develop stricter and more detailed guidelines in the land sale and purchase process, in order to increase legal certainty and prevent land disputes in the future.

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