

JURIDICAL CONSEQUENCES OF THE MAKING OF PPJB ASSETS BY NOTARY/PPAT IN THE OBJECT OF SALE AND PURCHASE OWNED BY THIRD PARTIES

Akhlisul Umam
Yulies Tiena Masriani

ABSTRACT

According to Article 54 paragraph (1) Head of BPN Regulation Number: 1 of 2006 concerning Implementing Regulations of Government Regulation No. 37 of 1998 concerning the Position Regulation of Land Deed Making Officials states that in APPJB there is a sentence that a Notary cannot be prosecuted under criminal or civil law, but the involvement of the Notary in making PPJB deeds has legal implications. The problems in this research are: 1) How is the validity of the PPJB deed by the Notary/PPAT in buying and selling transactions that have not been paid off?; 2) What is the juridical consequence of making a PPJB deed by the Notary/PPAT in the event that the object of sale and purchase is owned by a third party? This research is a normative legal research with analytical descriptive research specifications. The source used is secondary data, which is the main data obtained from library research, data collection methods are document study or library research, data analysis methods use qualitative methods. that has not been paid in full related to the Sale and Purchase Agreement (PPJB) between Notary EK, RAH and HU, OMT in the Bandung District Court Decision Number: 121/PDT.G/2017/PN.BDG. High Court Number: 194/PDT/2018/PT.BDG. Court of Cassation Number: 1874 K/Pdt/2019 is Legal. In connection with the PPJB deed made by the parties in accordance with Article 1320 of the Civil Code and the Judge declared that the claim of the Reconvension Plaintiff/Co-Defendant I of the Convention was unacceptable. 2. The juridical consequences of making a sale and purchase deed by a notary public/PPAT in the event that the object of sale and purchase is owned by a third party, namely two; First, Transfer of Land Ownership; Second, cancellation of PPJB.

Keywords: Juridical Consequences, APPJB, Notary Public, PPAT, Sale and Purchase

INTRODUCTION

A sale and purchase agreement (PPJB) is an agreement that is usually used by buyers and sellers of property, land, or buildings as a preliminary bond where the transaction is not in cash. PPJB is born out of community habits, and its creation is based on the principle of freedom of contract, where PPJB is formed based on an agreement originating from the free will of the parties. According to Herlien Budiono, the sale and purchase agreement agreement is a form of assistance agreement that serves to prepare the parties to the main agreement, namely the sale and purchase agreement as its ultimate goal.¹

Based on Article 54 paragraph (1) Regulation of the Head of the National Land Agency Number: 1 of 2006 concerning Implementing Regulations of Government Regulation No. 37 of 1998 concerning the Position Regulations for Land Deed Making Officials, it is stated that in APPJB there is a sentence that the Notary cannot be prosecuted legally, both criminal and civil, but the involvement of the Notary in making PPJB deeds has legal implications. Thus, the Notary who violates the law can be processed in accordance with the applicable law. Therefore, notaries are required to be observant and detailed in carrying out their professional duties.

This is not in accordance with the fact that notaries do not escape from parties who make mistakes, whether intentional or unintentional. Errors that are sometimes made by Notaries are not carrying out physical checks on the object of the agreement before making the PPJB Deed as experienced by Notary EK. EK in carrying out his professional duties is not careful which causes legal violations. HU is too hasty in asking and transferring a sum of money to the Notary EK for the services to be performed, namely making land purchase transactions in Bandung, without first checking the object of the transaction.

Before making the PPJB deed, Notary EK promised to check the validity of the certificate at the local BPN, but in fact there was no checking. In fact, it is his obligation as stipulated in Article 54 paragraph (1) of BPN Head Regulation Number 1 of 2006. In addition, the notary EK ordered HU to transfer Rp. 794,000,000 to reverse the name of the land certificate and pay taxes. It turns out that the certificate is not behind the name and does not pay taxes. Meanwhile, the money deposited by HU has been used personally (to benefit oneself).

Regarding this problem, OMT as HU's sister who took part in the process reported RAH and Notary EK to the Bandung Resort Police on March 25, 2015 because they felt cheated by both of them. After he reported it to the Notary EK police station, he asked HU to revoke his police report with the guarantee that the Notary EK made a statement letter dated September 30, 2015. The contents of the statement letter will be responsible for the failure of the sale and purchase agreement (PPJB) in the amount of Rp. 2,044,000,000 will be returned no later than October 15, 2015 if the Notary EK is in default ready to be processed legally.

Based on the contents of the statement, HU did not want to withdraw the police report on the grounds that the report would be withdrawn after his money was returned by RAH and Notary EK. Decision Number: 121/PDT.G/2017/PN.BDG for the

¹ Herlien Budiono, 2014, Basic Techniques for Making Notary Deeds, Second Ed., PT. Citra Aditya Bakti, Bandung, p. 97.

lawsuit, namely PMH for committing defamation on the police report and for pressuring Notary EK to make a statement letter dated 30 September 2015. In Bandung District Court Decision Number: 121/PDT.G.2017/PN.BDG ruling stated that HU and OMT were proven to have committed PMH and were punished to pay immaterial and moral compensation of Rp. 2.000.000.000, - (two billion rupiah).

Starting from the description above, several problems in the research can be formulated as follows:

- a. How is the validity of the PPJB deed by the Notary/PPAT in the sale and purchase transaction that has not been paid off?
- b. What is the juridical consequence of making a PPJB deed by a Notary/PPAT in the event that the object of sale and purchase is owned by a third party?

From the problems described above, the goals to be achieved in this study are:

- a. To review and analyze the validity of the PPJB deed by the Notary/PPAT in unpaid sale and purchase transactions.
- b. To describe and analyze the juridical consequences of making a PPJB deed by a Notary Public/PPAT in the event that the object of sale and purchase is owned by a third party.

RESEARCH METHODS

Research methodology is a principal means of developing science and technology and the arts. Therefore, research aims to reveal the truth systematically, methodologically, and consistently.² Research conducted by researchers is included in normative legal research. Normative legal research is carried out by examining library materials which are secondary data and this research is also called literature law research.³

The research specification used by researchers is descriptive research, which is research that is intended to provide as accurate a data as possible about humans, circumstances, or other symptoms.⁴

In this study, the data used are primary data and secondary data. Secondary data is the main data obtained from library research. Library research is research carried out by collecting and studying data contained in statutory regulations, namely Law Number 30 of 2004 concerning the Position of Notary in conjunction with Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Position Notary, Regulation of the Head of BPN Number: 1 of 2006 concerning PP Implementing Regulations No. 37 of 1998 concerning the Position Regulations for Land Deed Making Officials. Government Regulation Number 24 of 2016 concerning the Position Regulations for Land Deed Making Officials, then books or literature, scientific writings and documents related to research.⁵

Data collection methods used in this research are document study or library research. The document study was carried out to collect secondary data by reviewing documents or research materials which were generally written in form. Therefore, the tools used to collect data are written materials in the form of laws and regulations, books and legal literature related to the problem under study.

The data analysis in this legal research is qualitative. According to F. Sugeng Istanto, data analysis is a way of processing the data obtained to obtain the truth sought in the research concerned. The truth that is sought in research can be in the form of qualitative truth, namely truth that is supported by data whose quality is in accordance with this truth.⁶

RESEARCH RESULTS AND DISCUSSION

1. The validity of the PPJB Deed by Notary/PPAT in the Unsettled Sale and Purchase Transaction

Land is an immovable object (fixed object) which has differences in terms of buying and selling with the buying and selling of moving objects such as motorized vehicles and others. The sale and purchase of movable objects occurs in cash and instantaneously, that is, it is completed when the buyer pays the price and the seller hands over the goods, while the sale and purchase of immovable property such as land requires an authentic deed. An authentic deed is a deed made by an authorized public official.

In the process of buying and selling land and buildings, an authentic deed is made by a Notary/PPAT (Land Deed Making Official). The sale and purchase of land carried out under an agreement under hand is illegal, and does not result in the transfer of land rights from the seller to the buyer, even though there has been payment in full from the buyer to the payer. This is because the sale and purchase of land requires a Sale and Purchase Deed (AJB) which is the authority of the Notary/PPAT.

² Zainuddin Ali, 2009, *Legal Research Methods*. Sinar Grafika, Jakarta, p17.

³ Ronny Hanitijo Soemitro, 1988, *Legal and Jurimetric Research Methodology*, Ghalia ., Jakarta, p. 9.

⁴ *Ibid.*, p. 9

⁵ Soerjono Soekanto, 2014, *Introduction to Legal Research*, UI-Pers, Yogyakarta, p. 12.

⁶ F. Sugeng Istanto, 2004, *Lecture Materials Political Law*, Gadjah Mada University, Yogyakarta, p. 94.

The sale and purchase is generally preceded by a Sale and Purchase Agreement (“PPJB”), then a Sale and Purchase Deed (“AJB”) is made by a Notary/PPAT (Official for Making Land Deeds. In practice, there is an AJB between the buyer and the seller pay the land price as agreed by both of them. This is of course detrimental to the seller because they have not received the agreed amount of money, on the other hand this practice is beneficial for the buyer because it can continue the process of transferring ownership of the object of the transaction.

In this case, the buyer can register the transfer of land rights as contained in Article 37 paragraph (1) Government Regulation No. 24 of 1997 regarding Land Registration jo. Article 2 Government Regulation No. 37 of 1998 concerning the Position Regulations for Land Deed Making Officials. When the transfer of rights is registered, the name of the owner of the land rights will move from the seller to the buyer, even though the buyer has not yet paid in full.

Meanwhile, if the transaction was preceded by PPJB, usually in the PPJB it states the obligations of the parties that must still be fulfilled before the AJB is made. In general, PPJB agrees on the obligations of one of the parties to complete its obligations according to the agreed time. In the event that one of the parties does not fulfill the obligations as stated in the PPJB, this will result in the cancellation of the PPJB. This means that buying and selling will not or never happen. Thus, if the sale and purchase transaction is preceded by PPJB, then if one of the parties does not fulfill its obligations such as not paying the sale and purchase price, or the land in dispute, then PPJB is canceled and the sale and purchase will not occur.

So, the validity of making PPJB Deeds by Notary/PPAT in unpaid sale and purchase transactions related to the Sale and Purchase Agreement (PPJB) between Notary EK, RAH and HU, OMT in the Bandung District Court Decision Number: 121/PDT.G/2017/PN.BDG. High Court Number: 194/PDT/2018/PT.BDG. Court of Cassation Number: 1874 K/Pdt/2019 is Legal. Since the PPJB deed made by the parties was in accordance with Article 1320 of the Civil Code and the Judge stated that the claim of the Reconvension Plaintiff/Co-Defendant I of the Convention was unacceptable.

2. Juridical Consequences of Making Sale and Purchase Deeds by Notary/PPAT in the event that the object of sale and purchase is owned by a third party

a. Transfer of Land Ownership

The sale and purchase of land is included in the law of land, and is not an agreement regulated in Article 1457 of the Civil Code, because the sale and purchase of land is a legal act of transferring land rights which is clear and cash. According to customary law, buying and selling is carried out in a clear and in cash, clearly means that the transfer of rights must be carried out in the presence of the Land Deed Making Official (PPAT) as the official who maintains the order and validity of the transfer of rights. Meanwhile, cash is the act of transferring the right to be paid in cash or partially paid to ensure legal protection when carrying out a sale and purchase.

As in the case of land buying and selling, which is carried out by RAH as a seller, they must promise to give up their title to the land, while HU as the buyer promises to pay the agreed price for the amount of money. The sale and purchase is deemed to have occurred if between 2 (two) parties, after the buyer and seller have agreed on the goods and prices, even though the goods have not been delivered or the price has not been paid in full.

Every buyer and seller has obligations that must be fulfilled, such as the main obligations of RAH as a seller are:

- 1) hand over ownership rights to land at Jalan Mutiara Number 17, RT/RW 10/08, Kelurahan Turangga, Kota Bandung and Jalan Pelajar Pejuang 45 Number 118, RT/RW 10/08, Kelurahan Turangga, City of Bandung to HU as the buyer,
- 2) its obligation to bear, for example RAH is obliged to guarantee that the land being sold does not have any problems or disputes.

The main obligation of HU as the buyer is to pay the purchase price of land on Jalan Mutiara Number 17, RT/RW 10/08, and Jalan Pelajar Pejuang 45 Number 118, RT / RW 10/08 which was agreed between Rachmat Affandi Hatadji and Hanny Untar of IDR 5.000.000.000,- (five billion rupiah) by means of a partial payment of Rp. 1.250.000.000,- (one billion two hundred lirma tens of million rupiah) and the remaining payment shall be paid in installments until it is fully paid.

The PPJB land made by RAH with HU in the presence of the Notary EK the land used as the object of the PPJB is currently having a ownership dispute with another party. Therefore, HU as a land buyer is very disadvantaged where he does not get 2 (two) parcels of land, he should get legal protection but is punished to pay immaterial and moral compensation of Rp. 2000,000,000, - (two billion rupiah). Legal protection is a protection that will be given to the dignity of a person that must be protected, as well as recognition of the human rights possessed by legal subjects based on legal provisions from arbitrariness or as a collection of regulations or can be said to be the rules that will protect one thing from another.⁷

Legal protection can also be given to legitimate land buyers, to control the land with true and convincing information even though the land owner does not have a sale and purchase certificate (AJB) and also even though the buyer has not paid off

⁷ Phillipus M. Hadjon, 1987, Legal Protection for the Indonesian People, PT. Bina Ilmu, Surabaya, p. 25.

the land he bought, legal protection for the land buyer with PPJB is evidence of an agreement. As in this case the PPJB which is carried out between RAH and HU before the Notary EK is made by means of an authentic deed.

PPJB that is made can be used as evidence. A legal protection should be obtained by all legal subjects without discrimination. Sebagaimana is based on Article 27 paragraph (1) of the Constitution which states "that every person has the right to just legal recognition, guarantee, protection and certainty and equal treatment before the law. So that the law should protect the buyer in the event of a dispute. Legal protection is divided into 2 (two) types, namely preventive legal protection and repressive legal protection. According to Philipus Hadjon, preventive legal protection can also be given to people who are given the opportunity to be able to raise objections or they can also give opinions. The purpose of preventive legal protection is to prevent disputes between communities while repressive legal protection aims to resolve disputes. The legal protection given to Hanny Untar as a land buyer is repressive legal protection in order to resolve land dispute problems.

b. Cancellation of PPJB

Buying and selling is a form of reciprocal agreement that is common in society. Buying and selling is reciprocal because each party has the right and obligation to fulfill the achievement, where one party is entitled to an achievement and is also obliged to fulfill the achievement to the other party reciprocally. One form of reciprocal agreement is sale and purchase whose object is land. One of the rights to land is property rights, where these rights are primary. It is categorized as a primary right because the ownership right is the strongest and most fulfilling right, compared to other rights such as Business Use Rights, Building Use Rights, Use Rights and other rights. One form of transfer of land rights is buying and selling.

Sale and purchase is an agreement in which one party binds itself to deliver (*leveren*) an item (object) and the other party binds itself to pay a mutually agreed price. The definition of buying and selling is stated in Article 1457 of the Civil Code. In order for the agreement to be called a sale and purchase agreement, one of its accomplishments must be the provision of legal instruments of payment. Transfer of ownership rights to objects which become the object of sale and purchase occurs only by handover.

Delivery in a sale and purchase is a transfer of goods that have been sold into the power (*macht*) and property (*bezit*) of the buyer. If you pay attention to the sale and purchase agreement according to Article 1457 of the Civil Code, it appears that the sale and purchase agreement creates obligations on both parties. One party is obliged to deliver the goods and the other party is obliged to pay the price of the goods. So the goods and the money may not have been handed over at that time, only the obligations between the parties have not yet occurred. The purchased goods are borne by the buyer, even though the delivery has not been made and the seller can demand a price for the goods. This is clearly stated in Article 1460 of the Civil Code. When viewed from the buyer,

The main obligation of the buyer is to pay the price of the object of sale and purchase in accordance with the agreed price. Usually, the payment is made on the spot when the object of sale and purchase is delivered. If the buyer does not make this payment, the seller can demand cancellation of the sale and purchase. Article 1320 of the Civil Code stipulates that for the validity of an agreement four conditions are required, namely their Agreement which binds themselves; The ability to make an engagement; a certain thing; A cause that is lawful.⁸

In addition to the requirements stated in Article 1320 of the Civil Code, there are still other requirements according to customary law for the validity of the agreement on transfer of rights to land. The terms of sale and purchase according to the customary law are: (a) Cash and (b) Bright. This is because land law in Indonesia is based on customary land law. In simple terms, "cash" means that the sale and purchase and transfer of land rights from the seller to the buyer are deemed to have occurred when the parties stated the agreement. Even though the sale and purchase are not cash payments in the everyday sense, it is not an essential thing and is considered a debt between the seller and the buyer.⁹

Furthermore, simply "clear" means that the sale and purchase of land rights must be made in the presence of an authorized official and in the presence of witnesses. The additional two requirements are elements taken from elements of the customary land law system that have been adopted into elements in the national land law system. The agreement for the transfer of rights to an item must be followed by juridical or actual delivery because the agreement for transferring rights in Article 1457 of the Civil Code is only binding and does not have the power to transfer the goods. In other words, that Article 1457 of the Civil Code only regulates the agreement as a whole or in general.

Based on Article 1266 paragraph (1) of the Civil Code, the conditions for cancellation are always considered to be contained in a reciprocal agreement, if one of the parties to the agreement denies what has been agreed. Article 1266 paragraph (2) of the Civil Code states that to cancel an agreement must be made by a judge's decision. Furthermore, Article 1266 paragraph (3) of the Civil Code states that the request for cancellation must be made even though the conditions for cancellation have been stated in the agreement. In practice in the field, the parties making an agreement often ignore the provisions of Article 1266 paragraph (2). In jurisprudence it is stated that the cancellation of the agreement was due to default, while the judge's decision only stated that the agreement was canceled (declarative). However, there is also jurisprudence which states that in the event that a lease buyer breaks the promise, the rental seller cannot withdraw the goods which are the object of the agreement even though this has been agreed upon. As it is known, the absence of subjective fulfillment results in the cancellation of an agreement.

⁸ Subekti R. And R. Tjitrosudibio, 1980, Legal Dictionary, PT.Pradnya Paramita, Jakarta, p. 339

⁹ Ibid, p. 340

To request a cancellation of the agreement can be done by, among others:

- a. Interested parties are actively suing or asking the judge to cancel the agreement.
- b. Wait until there is a lawsuit before the Judge to fulfill the agreement.

The cancellation of the agreement before the Court was due to the fact that when the agreement occurred, one of the parties was not yet capable of taking legal action, the agreement was approved because it was under threat or because of an error regarding the object of the agreement. Therefore, the party who feels aggrieved can request the judge so that the agreement can be canceled.

Furthermore, the legal sanctions for cancellation apply after the Court's decision *inkracht van gewijzde* states that the cancellation of the agreement for transferring land rights as stated in the authentic deed. To find out whether an agreement made legally can be canceled within the validity period of the agreement and whether the consequences of the cancellation of the agreement, first of all it must be seen whether there is a clause in the agreement that regulates the possibility of cancellation of the agreement and its causes and consequences for the parties.

CONCLUSIONS AND SUGGESTIONS

A. Conclusion

1. The validity of making PPJB Deeds by Notary/PPAT in unpaid sale and purchase transactions related to the Sale and Purchase Agreement (PPJB) between Notary EK, RAH and HU, OMT in the Bandung District Court Decision Number: 121/PDT.G/2017/PN. BDG. High Court Number: 194/PDT/2018/PT.BDG. Court of Cassation Number: 1874 K/Pdt/2019 is Legal. In connection with the PPJB deed made by the parties in accordance with Article 1320 of the Civil Code and the Judge declared that the claim of the Reconvention Plaintiff/Co-Defendant I of the Convention was unacceptable.
2. The juridical consequences of making a PPJB Deed by a Notary/PPAT in the event that the object of sale and purchase is owned by a third party, there are two: First, Transfer of Ownership of SHM No. 2054 on behalf of IH that has been checked by HU partner named R has been installed on behalf of another person, officially the sale and purchase made by a third party is invalid because there is still a valid Sale and Purchase Agreement (PPJB) between HU and RAH as the legal heirs of IH dated 5 September No.1 made by the Plaintiff as a Notary; Second, cancellation of PPJB. Article 1266 paragraph (2) of the Civil Code states that to cancel an agreement must be made by a judge's decision. Furthermore, Article 1266 paragraph (3) of the Civil Code states that the request for cancellation must be made even though the conditions for cancellation have been stated in the agreement. In the case of the Sale and Purchase Agreement (PPJB) between HU and RAH, it is still valid until an *inkracht van gewijzde* Court ruling and states that the cancellation of the agreement for transferring rights to the land as stated in the authentic deed. The party who feels aggrieved can ask the judge so that the agreement can be canceled.

B. Suggestion

- a. For the Buyer or Seller of land, in carrying out land sale and purchase transactions, pay attention to the requirements determined by law, so that the agreement has legal force. In addition, so that the land sale and purchase agreement is avoided from losses.
- b. For the Notary Public, as the party making the PPJB Deed must be more careful, it should check the object of the agreement before making the PPJB Deed so that cases do not arise in the future by checking the position and legality of the object to be transacted.

REFERENCES

Book

- Boedi Harsono, 2008, Indonesian Agrarian Law, Djambat, Jakarta.
- F. Sugeng Istanto, 2004, Political Law Lecture Materials, Gadjah Mada University, Yogyakarta.
- HB Sutopo, 2009, Qualitative Legal Research Methodology, Part II, UNS Press, Surabaya.
- Habib Adjie, 2009, Indonesian Notary Law (Thematic Interpretation of Law No. 30 of 2004 Concerning Notary Position), Refika Aditama, Bandung.
- Herlien Budiono, 2014, Basic Techniques for Making Notary Deeds, Ctk. Second, PT. Citra Aditya Bakti, Bandung.
- Habib Adjie, 2009, Indonesian Notary Law (Thematic Interpretation of Law No. 30 of 2004 Concerning Notary Position), Refika Aditama, Bandung.

- Herlien Budiono, 2004, "The Binder of Sale and Purchase and Absolute Power" Renvoi Magazine, year I edition, No. 10.
- Irfan Iryadi, 2018, The Position of Authentic Deeds and Their Relationship to Citizen Rights, Journal of the Constitution, Volume 15, Number 4.
- Lumbun Tobing, 1996, Regulation of Notary Position, Cet. To 4. Erlangga, Jakarta.
- Mustofa, 2010, Guidelines for Making PPAT Deeds, KaryaMedia, Yogyakarta.
- Mukti Fajar and Yulianto Achmad, 2010, Dualism of Normative and Empirical Legal Research, Student Library Publisher, Yogyakarta.
- M. Hasbi, 2009, Textbook of Contract Law Proficiency Training, Faculty of Law, Andalas University. Padang.
- Nurul Qamar, et al, 2017, Legal Research Methods,, Social Politics Genius, Makassar.
- Peter Mahmud Marzuki, 2011, Legal Research, Kencana, Cet. 7, Jakarta.
- R. Subekti and R. Tjitrosudibio, 1980, Legal Dictionary, Pradnya Paramita, Jakarta.
- R. Subekti, 2004, Various Agreements, Intermasa, Bandung.
- Ronny Hanitijo Soemitro, 1988, Legal and Jurimetric Research Methodology, Ghalia ., Jakarta.
- Salim H, 2016, Deed Making Technique of Land Deed Making Official (PPAT), PT Raja Grafindo Persada, Jakarta. 2011, Contract Law Theory and Contract Formulation Techniques, Sinar Grafika, Jakarta.
- Soerjono Soekanto, 2014, Introduction to Legal Research,; UI-Pers, Yogyakarta.
- Suharjono, 1995, Overview of Deeds According to Law, "Varia Judicial Year XI Number 123".
- Sudikno Mertokusumo, 1981, Indonesian Civil Procedural Law, Liberty, Yogyakarta.
- Tan Kamello, 2006, Fiduciary Guarantee Law a Coveted Need, Alumni, Bandung.
- Tobing, 1996, Regulation of the Position of Notary Public, Cet. To 4. Erlangga, Jakarta.
- Yulies Tiena Masriani, 2017, Norms for the Notary Profession in Notary Supervision, CV.Duta Nusindo, Semarang.
- Zainuddin Ali, 2009, Legal Research Methods. Sinar Grafika, Jakarta.

Legislation

- 1945 Constitution of the Republic of Indonesia
Code of Civil law
Constitution Number 30 of 2004 concerning the Position of Notary Public
Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public
Regulation of the Head of BPN Number: 1 of 2006 concerning the Implementing Regulations of PP No. 37 of 1998 concerning the Position Regulations for Land Deed Making Officials
Government Regulation Number 24 of 2016 concerning regulations on the Position of Land Deed Making Official

Thesis and Journal

- Irawan Arief Firmansyah and Sri Endah Wahyuningsih (2017), "The Role of Notaries as Witnesses in the Criminal Justice Process", AKTA Journal. In Vol. 4 No. 3 September 2017, p. 381-388.
- Gemala, Pratiwi Tohab(2017) with the title "Criminal Liability of Notary / Ppat Against the Making of Sale and Purchase Deed Based on Falsification of Letters Together with the Parties. Thesis, Andalas University
- Hanna Mandela (2016), "Notary / Ppat's Accountability of the Deed of Sale and Purchase of Land Containing Deed Material Deeds in terms of Criminal Law (Study of Decision MA NO.126 / PID / B / 2009 / PN.DUM), Thesis USU Faculty of Law's Master of Notary.

Internet

- http://admin.pt-bandung.go.id/uploads/file/perkara_perdata/2018/Juli/194_Pdt_2018_PTBDG.pdf & ved = 2ahUKEwir6Na840_pAhWDeisKHQvED5MQFjACegQIBBAB & usg = AOvVaw0oyVwMwJOTnAU2ZYtkEMZ accessed date 17 April 2020

<https://www.hukumonline.com/klinik/detail/ulasan/lt5098d3928a7bf/selling-home-on-basis-pjpb-procedures>, date accessed on 20 September 2020.

Akhlisul Umam

Student of Master of Notary Program University 17 Agustus 1945 Semarang

Yulies Tiena Masriani

Lecturer on Faculty of Law University 17 Agustus 1945 Semarang