

JURIDICAL STUDY ON THE EFFORT TO MAXIMIZE LAND SALE PROFIT USING PURCHASE AND SALE AGREEMENT AND POWER OF SALE AGREEMENT

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ABSTRACT

The article 1338 of the Indonesian Civic Code mentioned that "All agreement that is legally arranged is considered as laws for those who arrange it." Meanwhile, in the article 1792 of the Indonesian Civic Code it is stated that "The arrangement of the power of attorney is an agreement containing the transfer of power of authorization towards other person who receives it to conduct an act on behalf of the grantor." In the land/building sale and purchase business, the actors often use Purchase and Sale Agreement (Perjanjian Pengikatan Jual Beli/PPJB) and Power of Sale Clause (Surat Kuasa Jual/SKJ) to transfer the rights ownership from the seller and first buyer before then, sell it again to another seller. When the buyer resells the property, the deed is not under the name of the first buyer yet. These PPJB and SKJ are arranged as an effort to speed up the process of purchase and sale as well as to reduce the cost of clearing the paperwork. The business competition to sell as fast as possible with as big profit margin as possible has made business actors conduct the transaction using PPJB and SKJ to gain profit. These two agreements are binding the seller and buyer. However, in practice, the use of these two agreements often lead to dispute caused by the buyer, seller, even by the notary/PPAT. This study aims to explore the use of PPJB and SKJ in land/building sale and purchase practice. The method used is the normative juridical method. The result of the study shows that caution principles are needed by all the parties involved in the purchase and sale when they use PPJB and SKJ. Even though there is a bigger profit in using PPJB and SKJ because it reduces the cost for BPHTB and final tax, each party still needs to be extra cautious.

Keywords: Binding agreement, power of sale, sale and purchase

INTRODUCTION

Land has an important role in an individual's life. It is because land is considered as the source of wealth, well-being, and life. The demand for land use is increasing. Land has become the main thing needed in the construction of a house, building, road, industrial area, residential area, and other facilities. Ironically, the amount of land is getting thinner over time, because the population is growing and the need for land is increasing. Therefore, land has political, social and economic value (Rahayu, 2013, p 10).

As a result, there are more people involved in economic activities related to land such as sale and purchase, rent, credit grant, etc. All of these lead to high value of land. As a result, people make more effort to own and exploit land to fulfill their daily needs and prepare savings for their offspring. In the Republic Indonesia Government Regulation Number 18 Year 2021, land property is defined as the surface of the earth either dry or covered by water including the area on and inside the body of the earth in a certain limit which its use and utilization are directly and indirectly related to the use and utilization of the surface of the earth.

Land ownership transfer could be done through purchase and sale, exchange, grant, and inheritance (Abdulkadir, 1990, p. 50). In term of ownership change through purchase and sale, the purchase and sale is done in front of a notary/PPAT (Pejabat Pembuat Akta Tanah-Land Title Registrar, hereafter will be shortened into PPAT). In the process, the land ownership change is done at the land title registrar office in order to gain legality in which land title registration becomes the responsibility of the land owners and the government as written in UUPA (Undang-Undang Pokok Agraria, The Agrarian Law, hereafter will be written as UUPA). According to Chapter 2 Verse (2), the land registration is a set of activities including: a. measuring, mapping, and registering the land; b. registering rights upon the land and transferring those rights; c. giving the letters of rights proof which are used as strong proof.

Land sale and purchase is a transfer of right upon a piece of land from one person to another. As there are a lot of land needs, there are a lot of land sale and purchase activities in the society. In sale and purchase agreement, object and price should be clearly written, this is an important part in a sale and purchase agreement. If there is no price, the essence of the sale and purchase agreement will change.

Chapter 1457 of the Book of the Civic Law (KUH Perdata) mentioned that sale and purchase is an agreement where one party ties himself to give an object and the other party receives the object and pays it as much as the agreed price. Ownership of object is transferred from one party to another in which the other party pays the agreed price, and the sale and purchase is considered as legitimate. Moreover, the sale and purchase are considered as happened when both parties agree upon the sale and purchase object as well as its price even though the object is not given yet or the price is not paid yet (Chapter 1458 KUH Perdata) Thus, based on the explanation, the sale and purchase activity happens as a result of a prior agreement (Kartini, 2002, p. 45).

Land is an economic sale and purchase object. Therefore, many individuals and developer enterprises show interest in becoming flippers. A flipper is someone who buys a property then resells it not long after. It often happens that even before the land deed is put under the new owner, someone else has shown interest to buy it.

Both individual land trader and enterprises often use power sale letter in conducting their business. Each land transfer through sale and purchase activity is subjected to tax. The seller is subjected to income tax (PPh-Pajak Penghasilan), while the buyer is subjected to land and building rights acquisition tax (Bea Perolehan Hak Atas Tanah, hereafter is shortened as BPHTB). In calculating the tax of land right acquisition, the price of the land significantly influences how much tax to pay. The government tries to increase nation's income through tax. Thus, the payable tax is calculated based on the transaction price or the latest highest price. Often times, these business players use short cuts to get a deal.

In front of the notary/PPAT, there are four main things that need to be done. Those are tax payment by both seller and buyer, physical check of the original land deed, AJB sign, and validation. The property that is fully paid needs to be put under the buyer's name before it can be sold to other party. Consequently, there are more fees to pay during the sale such as fee for sale and purchase deed, fee for name change on the deed, and taxes. Moreover, as the process of changing name on the deed takes time and the business players would like to get as high profit as possible and as quickly as possible, a lot of them take short cuts to achieve their goals. Thus, often time, the business players use PPJB and SKJ in minimizing future fees. This practice, however, might disadvantage the government. Thus, it is important to analyze legal consequences of the land sale and purchase using PPJB and SKB practice. The analysis should focus on how the transaction price listed on the purchase and sale agreement affects the tax.

Problems in AJB processing often occur. One example of the problems is one party is not able to present. Another common problem is the situation where the purchase and sale object is still a collateral for Bank loan. The last common problem example is when the purchase and sale object is still in the process of being divided into several different deeds. Thus, the notary/PPAT usually gives a solution by arranging a binding agreement between buyer and seller which is known as PPJB (Perjanjian Perikatan Jual Beli, Purchase and Sale Agreement). Nevertheless, in practice, this PPJB often leads to dispute caused by either buyer or seller or even the notary/PPAT. It is a tough situation looking at the status of PPJB as the first agreement (Alfiansyah, 2015, p.7).

METHOD

This study is legal research. Legal research is a process to seek for law, law principles, and law doctrines to answer existed legal issue (Peter, 2014, p. 35). This is a normative study. A normative study is considered as primary legal research since it uses the main law source in the law system in Indonesia in this case using the Indonesia's laws. A normative study uses theory/concept and analysis method which are under dogmatic law discipline (Elisabeth, 2018, p. 84). A normative study, according to Peter Mahmud Marzuki, uses several approaches as follows: case approach, statute approach, historical approach, comparative approach, and conceptual approach. In this study, the writers use statute approach, case approach and conceptual approach. Meanwhile, the data used in this study is secondary data with primary and secondary law sources. The primary law source is authoritative law source, while the secondary law source is all publication about laws which are not legal documents such as books, texts, law journals, and comments on court order (Peter, 2014, p. 133).

RESULTS AND DISCUSSION

In property purchase and sale business, parties who take roles in running this business such as developer and flipper must put cautionary principles in arranging agreement between parties. In Chapter 1813 until Chapter 1819 of the Books of Indonesia Civil Law, there are rules on situations which allow power sale agreement to be terminated. Those situations are termination of power of sale agreement by the power grantee, one of the parties has passed away, one of the parties is under power of guardianship, and one of the parties has declared bankrupt. Without firm rules, it is hard for the flipper to make legal act such as selling the land to another party if the power of sale grantor passes away.

The use of power of sale agreement in property business practice is common. Property business players often use power of sale agreement. Power of sale that grants authority to sell is one of the most common power grant practices in the sale and purchase practice (Boedi, 2005, p. 330).

The grant of power of sale is closely related to the arrangement of PPJB where the buyer has fully paid all sale and purchase price, but the purchase and sale process could not be done, or when the land/building property which becomes the purchase and sale object is about to be sold to another party. This PPJB is usually arranged by land business players or land brokers to avoid tax (Wahyu, 2015, p.118).

PPJB or purchase and sale agreement is an agreement between a buyer and seller before the real transaction because there is at least one of the requirements for a sale and purchase transaction process is not available yet, for example the land deed is still being processed or the payment is not fully done (Dewi, 2017, p. 632).

In the article 1313 of the Indonesia Civil Code, agreement is defined as "an act where one person or more binds his/herself to another person or more." It is explained that an agreement is an event where one person makes a vow to someone else or where both persons take vow to each other to conduct an act. Meanwhile, the article 1338 section (1) of the Indonesia Civic Code stated that all agreements which are legally arranged are effective as laws for those who arrange the agreements. This 1338 article contains the freedom of arranging contract. It means that everyone is free in arranging certain agreement no matter of its content, forms, names, and intention.

From those articles, we can conclude that people are allowed to arrange an agreement with whatever contents and forms (on whatever matters) and that the agreement binds them who arrange it as if laws. PPJB is meant as the pre-agreement from the main agreement of all parties to conduct rights on land/building property transfer. This agreement contains plans and promises to conduct purchase and sale activity when all the required documents are ready.

Below are situations that usually cause parties in the process of land/building sale and purchase agree to have a PPJB :

1. The buyer has not been able to fully paid the object of sale and purchase,
2. The paperwork related to the purchase and sale process, such as the land deed, is not all available yet,
3. The parties do not have full authorities over the object sale and purchase yet,
4. The parties have not reached agreed object value which is going to be purchased and sold.

The PPJB deed also contains statement that the land and/or building that become the object of purchase and sale has been fully paid by the buyer to the seller. This is done to fulfill the juridical requirements to allow land and/or building rights transfer. Consequently, a PPJB deed will be accompanied by a power sale deed. This power sale deed will enable the the grantee to conduct certain actions granted by the grantor. Nevertheless, the grantee is not allowed to act beyond the limit agreed by the power grantor (Supriadi, 2006, p. 12).

Power grant could also be listed in the verses in PPJB deed or in the additional power of attorney separated from the PPJB. The power of attorney is a letter which grants power or authority to a trusted individual so that he or she could act representing the party that grants the authority because the power grantor is not able to act on his or her own. In term of power of attorney to sell, it is important to pay attention to article 1796 Civil code, the power of sale is granted in the form of special authority and written in firm words. Power of sale should not use general authority. Furthermore, power of sale should be granted in the form of a power of attorney deed which is legalized in front of a notary. There is no exact article which rules strictly, but in practice, power of sale which is not legalized is most of the time not acceptable. Buyers who are buying properties using power of sale should pay attention to how much authority their power of sale has when the deed is written (Sumardi, 2016, p. 11).

Basically, SKJ is subject to general rules written on article 1792 in the Civic Code which stated "The power of authorization is an agreement that contains authorization grant to another individual who receives it to conduct an act on behalf of the grantor." A land and/or building property transaction is considered as lawfully valid if there is AJB (Purchase and Sale Deed) which is written by PPAT. Nevertheless, there are certain conditions as explained above that hinder the process of AJB writing and validating. Thus, PPJB and power of sale are written. In this case both buyer and seller must understand not to use absolute power in making AJB. This is in accordance with the minister instruction number 14 year 1982 about the prohibition of using absolute power in transferring rights upon a piece of land, it is also stated that:

1. It is prohibited for the head of district and subdistrict and all the officials in the similar rank to arrange/enhance the writing of absolute power of attorney which basically is a land right transfer;
2. The power mentioned in the first article is the power which cannot be withdrawn by the grantor;
3. The absolute power which basically is power to transfer land/building rights is the absolute power to that give authority to the grantee to take control of and use the land as well as conduct legal acts that can be done by the rights owner.
4. It is prohibited for the agrarian officials to provide service to process the transfer of land rights using the absolute power of attorney as the proof of the transfer rights of land/building property.
5. Matters related to the prohibition of the use of absolute power for the transfer of land rights will be further managed through a law. The arrangement of absolute power which is related to land/building property is not allowed anymore. The reason why this prohibition is enacted is because the absolute power is often used in illegal land/building property purchase and sale activity.

In the land/building property business, it is important to be as quick as possible. Flippers buy land/building properties and sell them again when the deeds are not under the proper owner's name yet. There are also cases when the land/building property is not fully paid, the owner allows business player to manage his/her property with a certain deal. Thus, when the project runs and there is a sale and purchase activity, the one who plays role as the seller is the first buyer or the developer because there is a power of attorney from the land owner.

The practice of using PPJB which usually is done by developer, is usually done through scheduled installment payment done by the buyer. The developer binds themselves to buyer to finish the construction based on the agreed schedule. Thus, it is the buyer's responsibility to pay on the set schedule. This is a reciprocal requirement between the buyer and seller (Arina, 2016, p. 2).

Meanwhile PPJB according to Herlien Budiono is an aid agreement that functions as pre-agreement in a free form. Thus, this PPJB can be categorized as the pre agreement that is arranged before the main/primary agreement is established. PPJB is an *obligatoir agreement* (binding agreement). It is an agreement where all parties agree to bind themselves to surrender an object to another party. This means that PPJB does not result to right transfer of an object from the buyer to the seller. This is only an agreement. It should be followed by levering agreement where the AJB is signed in front of a PPAT.

Basically, PPJB is under the Book III Civil Law about the Binding Article 1313 Civil Code. This code define agreement as an action where one individual or more is/are binding themselves to the other individual or more. Subekti defines an agreement as an event where an individual makes a promise to another individual and both individuals promise to do a certain action. Page 2 Article 1338 section (1) Civil Code stated that all legal and valid agreement is used as laws for those who made the agreement. This article 1338 contains the freedom of having an agreement, it means that every individual has a freedom to arrange an agreement in whatever form, with whatever contents and parties, and to whom that agreement is for. From this definition, it can be concluded that people are allowed to arrange agreement if whatever form with whatever content and that agreement binds everyone who arranges it just like law. Nevertheless, before the land/building property sale and purchase is done in front of a PPAT, all parties make a PPJB agreement in front of a notary. This binding is meant as a pre agreement from main intention of the parties to transfer the rights on a property. This PPJB contains agreement to purchase and sale the land if all the requirements needed are fulfilled. The PPJB deed, in practice, is often created in an authentic form and signed in front of a notary. This is meant for all parties who created the agreement to have a law protection and guarantee. The notary that arranges the deed is not standing on any side, thus, he or she can accommodate each party's interest objectively. With the help of the notary, all parties that make the PPJB will get assistance in writing the important matters for the agreement. However, each agreement does not always run as what was expected by each party. In certain conditions there are thing that happen which can result to the cancelation of the agreement by the parties or by the court order (Setiawan, 2005, p.5).

Here are some of the Supreme Court's decrees on several cases related to purchase and sale activities using PPJB and SKJ :

1. Supreme Court's decree number 58/Pid.B/2021/PN Yyk.
In this case, there was a forgery of the authentic deed. It looked real and stated that there was a sale of asset where Magdalena Hartati Gunawan (seller) once sold an asset to Bambang Sunarta (buyer) using PPJB dan SKJ. After that, a couple months later, the asset was sold to Ginanjar Agung Wijaya (second buyer). The second buyer used this opportunity and proposed asset financing to Danamon Bank. Mr. Ginanjar knew that there was a transaction between the first and second buyer. Nevertheless, he still used the asset into mortgage. The bank did not know that there was a transaction on the asset before and gave the loan. Bambang Sunarta as the first buyer found out about this and froze the loan. The Danamon Bank experienced loss as they could not seize the asset.
2. Supreme Court's decree number 119/Pdt/2016/PT YYK.

In this decree, it is explained that there was a transaction between Bambang Sutrisno (buyer) and Sri Wijayanti as the representative of CV. Bandung Cipta Raharja Property Investment and Adreas Sukaryanto as the asset's owner (both were sellers). All parties had agreed on matters on the pre agreement about PPJB. However, the sellers breached the agreement by being unable to finish the house six months after the purchase and sale agreement was signed. If the first party (defendant) was unable to finish the work within the agreed schedule that was six months, the second party (plaintiff) would get money as much as 2.5% from the overall money that the second party (plaintiff) had given. This money was a compensation of project completion delay and this should be given in the next month by the first party (defendant). Moreover, the second party was also allowed to hold the second term payment. In this case, the seller was disadvantaged by the situation as he needed to pay the compensation money.

From both cases above, we could see that cautionary principles are extremely needed in using PPJB dan SKJ. Problems related to land/building sale and purchase do not have nor easy or quick fix even though they are brought to the court. It is because the land/building property purchase and sale, in reality involves a lot of parties such as seller, buyer, developer, local government, notary/PPAT, and even brokers. The complexity of the land/building purchase and sale activities could be easily experienced when it gets into the transaction process that costs money, time, and energy. Even though it takes a lot of struggle, people still make a great effort to own a land/building because it has become one of the most important life necessities.

The purchase and sale activities conducted by the developer and prospective consumers using PJB is regulated in the Government Regulation Number 12 of 2021 on Change upon Government Regulation Number 14 of 1976 about the Establishment of Housing and Settlement as the explanation of Omnibus Law Job Creation Act **UU or Acts Number 11 of 2020 about Job Creation**. There, there is also regulation on purchase and sale of building/land property using the PPJB system. This PPJB is arranged when AJB could not be signed yet.

In this new Government Regulation, it is possible to have a pre agreement on purchase and sale transaction for a house or flat objects. What is meant by house object is a building construction that functions as a decent livable place to stay as a place to build a family, representation of the pride and honor of the owner as well as the owner's asset. While flat in the Republic of Indonesia Government Regulation Number 13 of 2021 is defined as more than one storey buildings which are built in a certain surrounding and divided into parts with functional structures both horizontally and vertically. Each of the part could be owned and used separately specially for a living place which is completed by public facilities, objects, and land.

It is mentioned that this PPJB system is a set of agreement process between each party with the construction entity in a marketing activity before the AJB is signed. PPJB is an a binding agreement between construction entity and other parties to conduct purchase and sale activities of a house or flat before the construction process starts. This agreement is made in front of a notary. It is further confirmed in Article 22 (1), PPJB is made after all parties fulfill the certainty requirements on:

- a. The status of land ownership.
If the land or building which becomes the object of PPJB is a collateral, this should be stated to the prospective customers.
- b. Object of purchase and sale
This includes the condition of the house that become the PPJB object including all technical details of the house such as location, land size, building size, and other specification. Moreover, the developer should also explain clearly the content of PPJB including fines and consequences if any of the parties either the customer or the developer breaches the agreement.
- c. PBG (Persetujuan Bangunan Gedung/Agreement on the Building Construction).
PBG is the permission given to the owner of a building to build a new building, alter, widen, reduce and/or maintain the building construction in accordance with the technical standard of building construction.
- d. The availability of public facilities, infrastructures, and utility.
This includes at the least road access and drainage. The location of the building is suitable with what the land is for. There should be a statement letter from the construction entity that the public utilities in the form of electricity and water are available.
- e. The construction has finished at least 20%.
This should be proven by: for the house or housing complex, there should be at least 20% of houses from the total houses planned in the complex. There should also be infrastructures, facilities, and public utilities in the planned housing area. Meanwhile, for the flat, the proof is in the form of 20% of the planned building volume should be done. The area could only be marketed when this 20% construction is fulfilled. The example is as follow; there is a plan to build a housing complex with 500 houses. There should be 20% of 500 houses done. That means there should be 100 houses done before a PPJB with buyers could be signed. If there are not 100 houses from the planned 500 houses, PPJB could not be made yet. To know how much construction has been done, there should be a report from the construction supervisor consultant or from the management construction consultant.

The existence of PPJB has an important role as a pre agreement before AJB could be signed. With the existence of PPJB, each party is able to conduct transaction even though when the PPJB is signed, there hasn't been any name rights ownership transfer because some requirements have not been met. This PPJB is a door to AJB. This PPJB is meant to bind buyer and seller. It is commonly done by developers to ease the process of property purchase and sale transaction. This PPJB functions as a pre agreement to prepare for the main agreement, that is the AJB.

In practice, there are two types of PPJB, those are fully paid PPJB and PPJB for land that is not fully paid.

- a. PPJB for the fully paid land/building property
 - There is a power clause.
 - The buyer should have an absolute authority/power to guarantee their rights on that purchase and sale transaction. This authority should not be repealed for whatever reason. This agreement should not be repealed or considered ineffective if one of the parties passes away. The agreement is inherited to their legal heirs.
- b. PPJB for the land/building property that hasn't been fully paid
There should be a clause on the condition of purchase and sale cancellation (for example when the buyer cancels the transaction). The public officials who make the PPJB and AJB are different. The PPJB is made in front of a notary while AJB is made in front

of a local PPAT. Thus, the titles of the PPJB and AJB are authentic. They have a perfect proofing power unless there is evidence which can prove the opposite.

The certainty of land ownership is proven by the title/deed of land/building property rights ownership under the name of construction actor. It can also be proven using the title/deed under the name of the landowner that is utilized as a partnership object. Another way to proof the certainty is the availability of document on land rights which matches with the land functions as regulated in the land regulations. If the land right is still under the name of the landowner for an object of partnership with a construction actor or developer, that developer needs to guarantee and explain the certainty of land ownership status. If the land is not under the name of the developer, that means that there is a legal relation on the name listed on the deeds with the developer. That legal relationship can be in the form of Housing Construction Partnership Agreement Letter, Power of Attorney to Utilize the Land to Become Housing Project, and PPJB between the owner of the deed with the land management and other legal relationship. According to Gusti Ayu Agung Winda Utami Dewi (Gusti, "Legal Protection for Consumers in the Sale Binding Agreement to Buy Apartments Through Bookings", 2017, p. 6), Legal protection of each part are:

a) Seller

In the PPJB there are rights and responsibilities of the buyer and seller. The example of what is commonly practiced is requiring the buyer to pay a certain amount of money in an agreed time period. This should be connected to the cancellation agreement if the payment is not done on time as it is listed in the agreement. The buyer also has the responsibility to hand over the the object if the requirements in PPJB are completed. Then, buyer will sign an object BAST (Berita Acara Serah Terima, Handover Report).

b) Buyer

One of the legal coverages for buyer in PPJB is the order to give authority that cannot be withdrawn if the agreement in PPJB is not fulfilled by the seller. The inability to fulfill the PPJB disadvantages the buyer, thus he or she can request for a settlement.

With the existence of PPJB and SKJ, a flipper could reduce the cost of income tax (PPh) as it only needs to be paid once. Below is the explanation of the fee that needs to be paid by all parties:

- ✓ Seller pays 2.5% of income tax from the transaction price
- ✓ Buyer pays the Fee of Land/Building Rights Transfer (Bea Perolehan Hak Atas Tanah dan Bangunan-BPHTB) as much as the transaction-non taxable x5%
- ✓ There is a fee of AJB signing by the PPAT as much as 1%

Meanwhile, in practice, the procedure of land/building purchase and sale by the business actors does not follow the above steps. When there is a purchase and sale deal with a new buyer, an AJB does not need to be signed. The parties only need to arrange PPJB and SKJ. The buyer authorizes the buyer (grantee) to resell the land. Thus, the seller in the future is the power of sale grantee. He or she does not need the presence of the grantor in the new purchase and sale transaction.

Before obtaining SKJ, the buyer needs to pay the income tax. Without paying the income tax, the buyer can be considered as violating a rule. Thus, the PPAT could refuse to arrange purchase and sale deed. The tax law base that is effective towards the buyer is the income tax law taken from the Government Regulation number 48 of 1995 on the payment of land/building property tax from the income of the land and building property rights transfer. That article stated, On the income obtained or received by an individual or organization from the transfer of rights upon a land/building property, an income tax should be paid. Meanwhile, the Fee on Transfer of Building and Land Property (Bea Perolehan Hak atas Tanah dan Bangunan-BPHTB) is a fee on the gaining of ownership towards land and building. This acquisition of rights on land or building property is considered as a law event in which an individual or organization obtain a right upon a land and/or building property. Nevertheless, based on the Law Number 28 of 2009 on Local Tax and Retribution (Pajak Daerah dan Retribusi Daerah - PDRD), since 1 January 2011, BPHTB has become one of the taxes paid to the city/regency. Thus, if there is a new buyer, a flipper will save cost or get profit as he or she does not need to pay 5% BPHTB. He or she does not need to pay a 2.5%. This income tax is the responsibility of the first owner (in this process acts as the power of sale grantor) because he or she has received income form the sale of his or her property. The fees that should be paid are not paid and the taxes that should be received by the government are not as much as they should be because the proper sale and purchase procedures are not followed through.

CONCLUSION

1. PPJB and SKJ are arranged if there is an agreement to bind between a buyer and a seller. PPJB shows that the buyer and seller are serious about doing a transaction. The buyer has given a down payment upon agreement before and the seller should not sell the property to other buyer. The other rule explaining about PPJB legal power is written in the Article 1338 Civic Code, "All agreements that are legally arranged effectively act as laws for those who arrange them." The power of sale is written to protect all parties, if the land and/or building is about to be sold to a new buyer, the presence of the first seller is not necessary. The legal basis for the writing of the power of sale is the article 1792 of the Civic Code that stated "The power of attorney is an agreement that contains the grant of authority toward another individual that receives it to conduct an act on the behalf of the authority grantor." The law protection towards the parties as a result of PPJB depends on the contents of the PPJB itself. The contents should list the identity of the parties, the description of the PPJB object, the price of the property and payment method, the cancellation and the end of PPJB, the schedule for the property handover, the guarantee from the construction actors, the rights and duties of the parties, building maintenance, the use of the building, rights transfer, and dispute resolution. All parties are advised to read the PPJB before signing it in front of the notary. Meanwhile, PPJB between developer and buyer is written in a legal document that is the Republic of Indonesia Government Regulation number 12 of 2021 on the alteration of the Government Regulation number 14 of 2016 about the Provision of

Housing and Settlement Area. This regulation can be referred in writing PPJB before AJB as long as all the requirements in the agreement are fulfilled.

2. The existence of PPJB and SKJ enables the land and/or building business player to maximize their profit in running their business. They can save the cost of BPHTB as much as 5% and the final income tax (PPh) as much as 2.5%. Other than that, the process of the land and/or building sale and purchase can be done faster as it does not need the first seller existence. The signing of PPJB is advised to be done in front of the notary, even though it can be done privately. The signing in front of the notary will make the PPJB effective as an authentic document that has a perfect proofing power so that all parties are legally protected.

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