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## **Practice of Sale and Purchase Binding Agreements**



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**ABSTRACT:** This study aims to find out about the practice of binding sale and purchase agreements on land rights based on notarial deeds in East Jakarta. This research is descriptive analytical with an empirical juridical approach, while the data is obtained through library research and field research. Furthermore, the data were analyzed qualitatively. From the results of this study, it will be known about the legal force of the deed of binding sale and purchase agreement of land rights made by a Notary in the implementation of making the Sale and Purchase Deed is very strong because the deed is a notarial deed which is an authentic deed and legal protection for the fulfillment of rights. the parties if one of the parties defaults in the sale and purchase binding agreement, it really depends on the strength of the sale and purchase binding agreement made, that is, if it is made with an underhand deed, the protection is in accordance with the protection of an underhand deed, while if it is made by or before a notary then automatically the deed becomes a notarial deed so that the power of protection is in accordance with the protection of the authentic deed.

**KEYWORDS:** buying and selling land; Sale and Purchase Binding Agreement; Notary Public

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### **I. INTRODUCTION**

The sale and purchase binding agreement is a preliminary agreement on the sale and purchase agreement of land and or building rights which will later be made and signed before a notary. Where the parties who will make the sale and purchase are bound and already have the rights and obligations to fulfill the achievements and counter achievements as agreed in the sale and purchase binding. One example is what happened in the East Jakarta area, where a lot of land rights sale and purchase agreements were made in the form of underhand deeds that were well known by the Camat or authentic deeds made by a Notary, namely in the form of a sale and purchase binding deed.

Given the importance of the existence of land, it is not uncommon for land to be the subject of disputes, especially in terms of ownership rights. In addition, with the increasing population growth, the need for land or land increases so that land prices become high. To regulate the use of land or land so as not to cause disputes in the community, on September 24, 1960, a law on land was issued, known as Law no. 5 of 1960 concerning Basic Regulations on Agrarian Principles or better known as the Basic Agrarian Law (hereinafter referred to as UUPA).

In addition to housing, currently land is also needed for a place of business. To get land today is not an easy thing amid the high demand for land, especially for urban areas. One of the methods used to obtain land today is through buying and selling. In our society buying and selling is not new, because buying and selling has been done since ancient times. Buying and selling is usually carried out by agreement or what is known as a sale and purchase agreement. Based on customary law, the sale and purchase agreement is a real agreement, meaning that the delivery of the agreed goods is an absolute requirement for the existence of an agreement. In other words, if something has been agreed upon but in practice the object of the agreement has not been submitted, then the agreement is considered non-existent or there is no agreement.<sup>1</sup> In addition, it also adheres to the principle of light and cash, namely buying and selling in the form of surrender of rights forever and at that time the payment is also made by the buyer which is received by the seller.

The sale and purchase of land cannot be separated from the existence of an agreement or agreement, where there is an agreement between the parties who bind themselves, where one party will make the delivery of an object and the other party will make payments in accordance with what was previously agreed as stipulated in Article 1457 of the Civil Code. . Thus, the agreement creates rights and

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<sup>1</sup> R.Subekti, *Aspek-Aspek Hukum Perikatan Nasional*, (Bandung : PI' Citra Aditya Bakti, 1988), hal 29.

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obligations for the parties who make it, in this case the seller and the buyer.<sup>2</sup> In addition, on the basis of article 1458 of the Civil Code, it is seen that the agreement is considered to have existed since an agreement was reached, even though the agreed goods have not been delivered or the price has been paid.

The acquisition of land rights requires a certain process or mechanism, for example due to inheritance, grants, buying and selling and so on. The acquisition of land rights through a sale and purchase transaction is carried out before a Notary/Land Deed Making Officer (hereinafter referred to as PPAT) for the purpose of making the transfer along with land registration at the local land office in order to obtain legal certainty, as regulated in the UUPA. In addition, it is also regulated in Government Regulation Number 24 of 1997, namely one of the objectives of land registration is the realization of administrative order.

The sale and purchase of land rights as regulated in Government Regulation Number 24 of 1997 concerning Land Funding and Government Regulation Number 37 of 1998 concerning the Regulation of the Position of the Maker of Land Deeds must be carried out in the presence of an authorized official, in the case that the land is a PPAT, whose working area includes the area where the land being traded is located. In addition, the deed of transfer of rights (the deed of sale and purchase) made by PPAT is an authentic deed, where the form and content have been determined by the applicable laws and regulations, so that PPAT only fills in the available form of the deed.

However, as explained earlier that legal actions related to land rights have regulated provisions, then there are things that also need to be considered before making a deed of sale, namely that the causes of sale and purchase agreements regarding land rights must be carried out. Things that need to be considered can also relate to the requirements regarding the object of the sale and purchase or the subject of the sale and purchase. Requirements regarding the object of sale and purchase, for example, the land rights to be traded are land rights legally owned by the seller as evidenced by the existence of a land certificate or other legal evidence regarding these rights, and the land being traded is not in Songketa with other parties, and etc. While the requirements regarding the subject of the sale and purchase. For example, there are buyers who require that the land rights to be purchased must have a certificate of proof of ownership of land rights, while the land to be purchased does not have a certificate or the price of the object of sale and purchase cannot be paid in full by the buyer.

If these requirements have not been met, then the signing of the deed of sale and purchase of land rights cannot be carried out before the PPAT, and will also refuse to make the deed of sale as a result of not fulfilling all the requirements regarding the making of the Deed of Sale and Purchase (AJB). This situation is certainly very unfavorable or even detrimental to the parties buying and selling land rights. Due to this situation, the seller on the one hand has to postpone the sale of his land first, so that all these requirements can be fulfilled, which in itself also delays his desire to get money from the sale of his land rights. The same thing applies to the buyer, with this condition the buyer is also delayed in his desire to get the rights to the land to be purchased.

To overcome this, and in order to smooth the orderly land administration, a legal breakthrough was found and until now it is still being carried out in practice, namely by making a deed of sale and purchase binding agreement (PPJB). Although the contents already regulate the sale and purchase of land, the format is only limited to a sale and purchase agreement, namely a form of agreement which is or can be said to be a preliminary agreement before buying and selling is actually regulated in legislation called a deed of binding sale and purchase agreement.

R. Subekti<sup>3</sup> in his book states that the sale and purchase binding is an agreement between the seller and the buyer before the sale and purchase is carried out because there are elements that must be met for the sale and purchase, among others, the certificate of land rights exists because it is still in the process or the price or taxes have not been paid. The tax imposed on the sale and purchase of land rights has not been paid either by the seller or the buyer. However, even though it has often been used, in fact PPJB has never been regulated in laws and regulations relating to land rights, so that the position and the legal strength of the sale and purchase agreement are sometimes still questioned regarding the implementation of the sale and purchase of land rights.

Based on the background of thought above, the problems to be studied can be formulated as follows: What is the legal force of the binding sale and purchase agreement deed of land rights made by a notary in the execution of the sale and purchase deed? How is the legal protection for the fulfillment of the rights of the parties if one of the parties defaults in the Sale and Purchase Binding Agreement?

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<sup>2</sup> Fadhila Restyana Larasati dan Mochammad Bakri, 2018, *Implementasi Surat Edaran Mahkamah Agung Nomor 4 Tahun 2016 pada Putusan Hakim Dalam Pemberian Perlindungan Hukum Bagi Pembeli Beitikad Baik*, Program Studi Magister Kenotariatan Pasca Sarjana Fakultas Hukum Universitas Brawijaya, Jurnal Konstitusi, Vol. 15, Nomor 4 Desember 2018, hlm. 2-3.

<sup>3</sup> R. Sutrkti, *Hukum Perjanjian*, (Bandung : Bina Cipta, 1987), hal.75

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### II. METHOD

The definition of research method is the previous way of thinking to prepare accurately and systematically with goal-oriented in a research.<sup>4</sup> The research approach used in this research is juridical-empirical. Where the juridical approach in this research is an approach in terms of legislation and legal norms in accordance with the existing problems, while the empirical approach taken is to obtain empirical knowledge by going directly to the object.<sup>5</sup> The results of this research will be descriptive-analytical, namely describing, describing or expressing a situation.<sup>6</sup> This is then analyzed according to science and theories or own opinion, then finally concludes. The data sources used are primary legal materials, secondary legal materials and tertiary legal materials.

### III. RESULTS AND DISCUSSION

#### Legal Strength of the Deed of Binding Agreement on Sale and Purchase of Land Rights made by a Notary in the Implementation of the Making of the Sale and Purchase Deed

The practice of buying and selling has often been used, but it turns out that for the binding sale and purchase agreement (hereinafter referred to as PPJB), only the general principle of agreement regulated in the Civil Code or in other words has never been regulated in laws and regulations relating to land rights.

Before being able to make a sale and purchase before an authorized official, in the event that the land is a Land Deed Making Officer (PPAT), the parties who will conduct the sale and purchase of land rights must meet all the requirements stipulated in the implementation of the sale and purchase of land. Requirements regarding the object of sale and purchase, for example the right to land to be traded is a legal right to land owned by the seller as evidenced by the existence of a land certificate or other legal evidence regarding the right, and the land being traded is not in dispute with other parties, and etc.

In addition, the sale and purchase has been paid in full and all taxes related to the sale and purchase, such as the seller's tax (SSP) and the buyer's tax, namely the Land and Building Rights Acquisition Fee (BPHTB) have also been paid by the party who will make the sale and purchase. After all these things are completed or fulfilled, then the parties who will make the sale and purchase of land can make a sale and purchase of land rights and make a deed of sale and purchase of land before the Land Deed Making Officer (PPAT) and then register the land for the transfer of rights.

However, if these requirements have not been met, the making and signing of the deed of sale and purchase of land rights cannot be carried out before the Land Deed Making Officer (PPAT), and the concerned Land Deed Maker (PPAT) will also refuse to make the sale and purchase deed. as a result of not fulfilling all the requirements regarding the making of a deed of sale and purchase (AJB), which by itself the sale and purchase of land rights cannot be carried out.

This situation is of course very unfavorable or even detrimental to the parties buying and selling land rights. Due to this situation, the seller on the one hand had to postpone the sale of his land first, so that all these requirements could be fulfilled, which in turn delayed his desire for money from the sale of his land rights. The same thing applies to the buyer, with this condition the buyer is also delayed in his desire to get the rights to the land to be purchased.

To overcome this, and in order to smooth the orderly administration of land, the PPJB Deed was made, in which the contents already regulate the sale and purchase of land but the format is only limited to binding sale and purchase, namely a form of agreement which is or can be said to be a preliminary agreement before the actual sale and purchase is carried out. As previously explained, PPJB is a legal breakthrough used by parties who will buy and sell land rights. PPJB is used to make it easier for parties who will buy and sell land rights.

According to R. Subekti. in his book, PPJB is an agreement between the seller and the buyer before the sale and purchase is carried out because there are causes that must be met for the sale and purchase, among others, the certificate of land rights has not been registered in the name of the seller and is still in the process of being renamed, and there has not been any the payment of the price of the object of sale and purchase or the certificate is still being enjoyed.<sup>7</sup> Meanwhile, Herlien Budiono, stated that PPJB is an assistance agreement that functions as a preliminary agreement which is free in form.<sup>8</sup>

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<sup>4</sup> Kartini Kartono, *Metode pembuatan kertas atau skripsi ilmu hukum*, (Bandung: Penerbit Mandar Maju, 1995), hlm. 17.

<sup>5</sup> Depri Liber Sonata, 'Metode Penelitian Hukum Normatif Dan Empiris Karakteristik Khas Dari Metode Meneliti Hukum', *Fiat Justitia Jurnal Ilmu Hukum*, 8.1 (2014), 15–35 <<https://doi.org/https://doi.org/10.51749/jphi.v2i1.14>>.

<sup>6</sup> Kornelius Benuf and Muhamad Azhar, 'Metodologi Penelitian Hukum Sebagai Instrumen Mengurai Permasalahan Hukum Kontemporer', *Gema Keadilan*, 7.1 (2020), 20–33 <<https://doi.org/https://doi.org/10.14710/gk.7.1.20-33>>.

<sup>7</sup> R. Subekti, *Hukum ...*, hlm.75

<sup>8</sup> Herlien Budiono, artikel "Pengkatan Jual Beli Dan Kuasa Mutiak" *Majalah Renvoi*, edisi tahun I, No 10, Bulan Maret 2004, hlm. 57.

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The existence of this PPJB has an important role as a prelude to the existence of AJB. With the PPJB, it does not prevent the parties from transacting, although in practice at the time of signing the PPJB there was no transfer of land rights due to several considerations. PPJB is intended to prepare the main agreement or main agreement that will later be carried out, in this case AJB. A PPJB has legal requirements as stated in Article 1320 of the Civil Code, namely: Agree on those who bind themselves; The ability to make an engagement; A certain thing; and a lawful cause.

These four conditions, both subjective and objective conditions must be met, if the subjective conditions are not met, the agreement can be canceled, while if the objective conditions are not met, the agreement becomes null and void. In addition, a PPJB must meet the conditions agreed upon by the parties according to the contents of the PPJB made. In practice, there are two types of PPJB, namely paid PPJB and non-paid PPJB. The difference between the two is: PPJB paid off, first, there is a power of attorney clause; second, the buyer must obtain absolute power to guarantee the implementation of the buyer's rights in the sale and purchase transaction and will not end due to any reasons; and thirdly, this agreement will not be canceled because of the death of one of the parties, but it will decline and continue to apply to the heirs. PPJB is not paid off, there is a clause regarding the condition if the sale and purchase is canceled in the middle of the road.

Public officials who are authorized to make PPJB and AJB are different, where for PPJB is made by or before a Notary, while for AJB is made before the Land Deed Making Employee (hereinafter referred to as PPAT). So that the form of PPJB and AJB is in the form of an authentic deed that has perfect making power unless it can be proven otherwise. In addition, PPJB adheres to the principle of freedom of contract (*contractvrijheid*) because the Notary will make the PPJB deed according to the wishes of the parties, without closing the possibility that the parties will submit fully to the Notary regarding the contents or contents of the PPJB. With the existence of this principle, then that freedom has a limit, namely it does not conflict with laws and regulations, morality and public order.

With the PPJB being made in the form of an authentic deed, this can be used as a form of the seriousness of the parties to carry out the process of buying and selling land and/or buildings that are agreed upon with certain conditions as well as power and submission clauses in it. The definition of an authentic deed is explained in Article 1868 of the Civil Code which reads: "An authentic deed is a deed in the form determined by law made by or before public officials in power for that at the place where the deed was made."

Based on Article 1868 of the Civil Code above, it can be seen that for an authentic deed the form of the deed is determined by law and must be made by or before an authorized employee. The authorized employee referred to here is, among others, a Notary, this is based on the provisions of Article I number 1 of Law number 1 of 2004 concerning the Position of a Notary which states that a Notary is a Public Official authorized to make an authentic deed and other authorities as referred to in this law. So according to the rules in Article 1868 of the Civil Code, it is stipulated or it can be concluded that the requirements for an authentic deed are as follows: the deed must be made "by" (*door*) or "in front of" (*ten overstaan*) a public official; the deed must be made in the form determined by law; public officials by or before whom the deed was made, must have the authority to make the deed.

From the information above, it can be seen that in the Sale and Purchase Agreement (PJB), which is made before or by a Notary, the Sale and Purchase Agreement (PJB) becomes an Authentic deed. Because it has been made before or by an authorized official (i.e. Notary) so that it has fulfilled the provisions or conditions regarding an authentic deed, namely the deed must be made by (*door*) or "in front of" (*ten overstaan*) a public official.

The same thing was also expressed by Notary Rizul Sudarmadi, SH., whose author interviewed on October 21, 2020, stated that the Sale and Purchase Agreement (PJB) is basically an underhand agreement, only if it is carried out or made by or in front of a public official who authorized, namely a Notary, then it becomes a notarial deed which is an authentic deed.<sup>9</sup>

Meanwhile, if the sale and purchase agreement is not made in the presence of a public official, the Sale and Purchase Agreement (PJB) becomes a private deed, and for private deed it is further regulated in Article 1874 of the Civil Code which reads: deed that is signed under the hand, letters, registers, letters of household affairs and others, writings made without the intermediary of a public employee. Another employee appointed by law as regulated in Article 1874 and Article 1880 of the Civil Code This dated statement is more commonly referred to as Legalization and *Waarmerking*, namely: Legalization is ratification carried out by a Notary on a private deed that provides certainty about: The date of signing; Authenticity of the person or parties who signed; The contents of the deed that have been known by the parties.

*Waarmerking*, regarding *Waarmerking* is regulated in Article 1880 of the Civil Code which reads: "Underhand deeds, only without a statement as referred to in the second paragraph of article 1874 and in Article 1874a, do not have power against third parties, regarding the date. other than that from the day the statement is affixed by a Notary or other employee appointed by law and recorded in accordance with the rules established by law; or from the day it is proven that there are deeds under the hands of the deeds made by

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<sup>9</sup> Wawancara dengan Notaris Rizul Sudarmadi, pada tanggal 21 Oktober 2021.

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the employee. General, or also since the day the private deeds are recognized in writing by third parties against whom the deeds are used." Waarmarking only provides evidence to Third Parties regarding the correctness of the date of the letter but does not provide evidence regarding the signatures of the parties in the deed.

However, for sale and purchase binding agreements, in practice there is no need for ratification as described above, because the sale and purchase binding agreements are usually made before a Notary who is a General Officer, so that the deed made against PPJB has become an authentic deed so that the proof is very strong. Based on the explanation above, it can be concluded that the legal force of the binding agreement deed of sale and purchase of land rights made by a Notary in the implementation of the making of the Sale and Purchase Deed is very strong. This is because in PPJB, which is made before a notary, the deed has become a notarial deed so that it is an authentic deed, while for those made not before a notary, it becomes an underhand deed whose proof is under an authentic deed, although Article 1875 of the Civil Code does state that the deed under The hand can have perfect proof, such as an authentic deed, the deed is recognized by the parties who signed it.

However, the provisions in Article 1875 of the Civil Code re-points to Article 1871 of the Civil Code which states that a private deed can be like an authentic deed but does not provide perfect evidence of what is contained in it, because it will be considered as mere narrative other than what is stated. said that there is a direct relationship with the main content of the deed. So the legal force in the binding sale and purchase agreement only depends on where the sale and purchase binding agreement is made, if not before a public official (notary) then it becomes a deed under the hand while if it is made by or before a public official then the deed becomes a notarial deed which is an authentic deed.

## Legal Protection Against the Fulfillment of the Rights of the Parties If One of the Parties Defaults in the Sale and Purchase Binding Agreement

Talking about legal protection, then we need to know in advance the actual legal protection. Legal protection comes from two syllables, namely protection and law. Protection is the thing or act of protecting.<sup>10</sup> While the law is a rule to protect the interests of all parties. According to Wirjono Prodjodikoro in his book, legal protection is an effort to protect legal subjects about what they can do to defend or protect the interests and rights of legal subjects.<sup>11</sup> So legal protection is all activities or actions that can provide protection for the fulfillment of rights and provide legal certainty for all legal subjects in accordance with the provisions of the law and applicable laws and regulations. Talking about legal protection for the fulfillment of the rights of the parties if one of the parties defaults in the sale and purchase binding agreement, it depends on the position of the sale and purchase binding agreement made as explained previously. For more details, the following will be explained about default. Where there are three types of default or breaking promises or not fulfilling the engagement, namely:<sup>12</sup> the debtor does not fulfill the engagement at all; the debtor is late in fulfilling the engagement; the debtor is erroneous or inappropriate to fulfill the engagement.

Based on the information above, it can be seen that broken promises can occur in several forms as stated above. The same thing can also happen in the binding sale and purchase agreement on land rights. Because not everyone who makes an agreement is always able to carry out all the agreements. Notary Kun Hidayat, SH., stated that many Notaries are confident so that mistakes often occur in making the deed, such as not including a fine clause even though the price of the object of sale is paid by the buyer in several installments, where when the buyer is unable to pay the installments then there is no clause in the deed that regulates fines.<sup>13</sup> From the information above, it is illustrated that the legal protection provided in the sale and purchase binding agreement is very strong because of the evidentiary nature of the sale binding agreement made before a public official, in this case the Notary has strong evidence in accordance with the evidence from the authentic deed. In addition, other protection provided is legal protection which is made based on the agreement made by the parties related to the sale and purchase binding agreement which, if we relate it to the regulations regarding the agreement, is regulated in Article 1338 of the Civil Code which reads: "all agreements made legally acts as a law for those who make it."

In addition, according to Notary Rizul Sudarmadi, SH.,<sup>14</sup> and Notary Kun Hidayat, SH.,<sup>15</sup> there are several protections that can be provided if one of the parties defaults in the sale and purchase binding agreement: Protection of potential sellers, Legal protection that can be given to prospective sellers is usually in the form of requirements that are usually requested by the prospective seller

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<sup>10</sup> DePDikBud-Balai Pustaka, Kamus Besar Bahasa Indonesia, Fdisi Ketiga, (Balai Pustaka: Jakarta, 2001) hlm. 674

<sup>11</sup> Wirjono Prodjodikoro, *Asas-Asas Hukum Perjanjian*, (Bandung: Bale Bandung, 1986), hlm. 20.

<sup>12</sup> Mariam Darus Badruzaman, dkk., *Kompilasi Hukum Perikatan*, (Bandung: Citra Aditya Bakti, 2001), hlm. 18-19.

<sup>13</sup> Wawancara dengan Notaris Kun Hidayat, SH., pada tanggal 23 Oktober 2021.

<sup>14</sup> Notaris Kun Hidayat, SH, pada tanggal 23 Oktober 2021

<sup>15</sup> Wawancara dengan Notaris Rizul Sudarmadi, SH, pada tanggal 21 September 2021.

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themselves. For example, there are several prospective sellers who in the sale and purchase binding agreement they make ask the buyer to make a payment of the buyer's money for a certain period of time accompanied by cancellation conditions, for example if the buyer does not fulfill the payment as requested and agreed upon then the rights sale and purchase binding agreement the land that has been made and agreed upon becomes void and usually the seller will not return the money that has been paid unless the buyer asks for an exception.

This is what happened between Mr. Mamat (a land owner in East Jakarta) and Mr. Suryadi (a private buyer/employee in East Jakarta). After the two agreed to make a sale and purchase of a plot of land and the house on it, Mr. Suryadi was not able to pay all at once so both of them agreed to make a preliminary agreement, namely a sale and purchase agreement. In the sale and purchase agreement, Mr. Mamat as the owner of the land asked for a definite time of payment and if it was not carried out in accordance with that time, the sale and purchase agreement was canceled and the money that had been paid could not be reclaimed as a form of compensation and this was agreed by Mr. Suryadi.

In practice, it turned out that after making an advance payment of Rp. X, Mr. Suryadi apparently did not make further payments in accordance with the agreement in the sale and purchase agreement, and after being reminded to fulfill it, Mr. Suryadi still could not fulfill the payment, Mr. Mamat then canceled the sale binding agreement. buy it and the money that has been given is not returned.

Protection for prospective buyers, in contrast to protection for sellers, protection for buyers is usually carried out with conditions, but also followed by a request for an irrevocable power of attorney. The goal is that if the seller does not fulfill it, the buyer can sue and ask for compensation in accordance with the agreement stipulated in the sale and purchase binding agreement. The requirements that are usually requested by the buyer for protection are to request that the certificate or sign of ownership of the land be held by a third party which is usually a notary or other party appointed and mutually agreed upon by the seller and the buyer. In addition, another protection is by an agreement of power of attorney that cannot be withdrawn if all the requirements have been met to make a sale and purchase, then the buyer can transfer rights even though the seller is not present at the signing of the sale and purchase deed. Based on all the information above, it can be seen that the legal protection that can be given to the fulfillment of the rights of all parties in the sale and purchase agreement in addition to the legal protection provided by the authentic deed can also be based on Article 1338 of the Civil Code, as well as the good intentions of the parties to fulfill the contents of the agreement. which has been made. This is in accordance with the strength of proof of an authentic deed as expressed by G.H.S Lumban Tobing which states that, according to the general opinion held in every authentic deed, it is divided into three powers of proof when compared to a private deed, namely:

The power of outward proof, means the ability of the deed itself to prove itself as an authentic deed. This ability according to article 1875 of the Civil Code cannot be granted to a deed made under the hand, because a deed made under the hand is only valid against whom the deed is used if the person who signs it acknowledges the truth of his signature. While an authentic deed proves its own validity (*acta publica probant sese ipsa*) if a deed appears to be an authentic deed, then the deed is considered to everyone as an authentic deed, until it can be proven that the deed is not authentic.

Strength of Formal Evidence, With the power of formal proof by an authentic deed it is proven that the official in question has stated in the writing as stated in the deed and apart from that the truth of what is described by the official in the deed as done and witnessed in the deed. carry out that position. In a formal sense, as far as official deed (*ambtelijke akte*), the deed proves the truth of what is witnessed, namely what is seen, heard and also carried out by the notary himself as a public official in carrying out his office.

Strength of Material Evidence, In the strength of material evidence, it is not only the fact that something is stated that is proven by the deed, but also the contents of the deed are considered to be proven as true against everyone who orders to make/make the deed as evidence against himself, the deed. it has material proof power.

With all of the things that have been stated above, it can be concluded that legal protection for the fulfillment of the rights of the parties if one of the parties defaults in the sale and purchase binding agreement is very dependent on the strength of the sale and purchase binding agreement made, namely if it is made with a deed under If it is made by or before a notary, then the deed automatically becomes a notarial deed so that the power of protection is in accordance with the protection of an authentic deed.

## IV. CONCLUSION

That the legal force of PPJB is in principle contained in the rule of law as referred to in Article 1338 of the Civil Code. Therefore, the implementation of PPJB before AJB is allowed with the conditions that must be met as stipulated in these regulations. and the legal force of the PPJB deed of land rights made by a Notary in the implementation of the Sale and Purchase Deed is very strong, because the deed is a notarial deed which is an authentic deed.

Legal protection for the parties from this PPJB depends on the contents of the PPJB itself, where in PPJB at least it must contain several things that must be stated so that the legal protection of the parties can be achieved and protected. In addition, the fulfillment of the rights of the parties if one of the parties defaults in the sale and purchase binding agreement, it is very dependent on the strength of

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the binding sale and purchase agreement made, that is, if it is made with an underhand deed, the protection is in accordance with the protection of the private deed. , whereas if it is made by or before a notary, the deed automatically becomes a notarial deed so that the power of protection is in accordance with the protection of an authentic deed.

It is hoped that the implementation of this PPJB, although it can be made underhand, should be carried out before a Notary, so that it can be used as an authentic deed, whose proof is perfect, unless it can be proven otherwise, so that the parties get legal protection and it is hoped that the regulations regarding PPJB are regulated more further in the legislation, especially those relating to problems so that the parties who use PPJB as a preliminary agreement in the sale and purchase of land rights are better protected. With the approval of PPJB as a preliminary agreement, it is hoped that the PPJB will benefit from the sale and purchase agreement, which can be obtained from the seller and the buyer and the Notary in making the Sale and Purchase Binding Deed must explicitly write in its articles regarding the clause regarding default so that both the seller and the buyer obtain law.

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