

Validity of Land Sale and Purchase Deed in Transactions with Unpaid Balance

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Abstract

This study aims to examine the legal validity of the Deed of Sale and Purchase (AJB) of land in transactions where the buyer has not fully settled the payment. This phenomenon frequently occurs in land practices in Indonesia and raises legal concerns regarding the legal strength of AJB as an authentic deed made by a Land Deed Official (PPAT), especially in the case of breach of contract. The research focuses on two main aspects: the validity of AJB in incomplete payment transactions under agrarian law and PPAT regulations, and the legal mechanism for its cancellation and protection for aggrieved parties. A normative legal approach is used by analyzing statutory regulations, legal principles, and relevant court decisions. The findings show that while AJB remains formally valid if procedural requirements are fulfilled, it may be materially flawed when the payment condition as a substantive requirement is unmet. Cancellation of AJB may be pursued through a civil lawsuit for breach of contract, with the burden of proof placed on the seller. This study recommends strengthening regulations on payment verification by PPAT and incorporating breach of contract clauses in preliminary agreements to enhance legal protection and certainty in land sale transactions.



Keyword: *Deed of Sale and Purchase, payment, breach of contract, deed cancellation, PPAT*

I. Introduction

In the social context, land issues in Indonesia are fundamental problems that have significant implications for people's lives. Undeniably, land is a vital resource that serves as a place of residence, a venue for economic activities, and a symbol of social status¹. The Basic Agrarian Law (UUPA) No. 5 of 1960 emphasizes that land has a social function that requires its management not merely as an economic commodity, but also to consider the interests of the broader community². With the limited availability of land while the demand continues to increase, it poses a challenge in its management to provide optimal benefits for the welfare of the community.

Indonesian agrarian law stipulates that land is not merely a free commodity that can be traded, but rather a trust of the state to be managed for the prosperity of the people. The state has the right to control land as a form of sovereignty over natural resources, while also being responsible for ensuring social justice through clear land rights regulations and effective legal protection³. A clear and structured legal system is crucial in ensuring certainty and legal protection in land transactions, as it guarantees the rights and obligations of the parties and prevents disputes in the future. UUPA No. 5 of 1960 and the role of the Land Deed Official (PPAT) are the main instruments in ensuring the legality and validity of land sale and purchase transactions, which are reinforced through the process of registration and transfer of land rights. However, despite regulations like PP No. 24 of 1997 being in place, the practice is still marred by issues such as overlapping certificates and weak law enforcement. Strengthening the role of PPAT and consistent law enforcement are crucial to maintaining the integrity of the land system in Indonesia. Globally, legal certainty in land tenure is also an important factor in attracting investment and supporting sustainable development.

¹ Aprita, S. (2022). Menyikapi Era Globalisasi Di Bidang Agraria: Tanah Rakyat di Ambang Resesi. ADALAH, 6(4), hal. 56-72.

² Nur Kholan Karima, Habibi, M., Febriana, N., Adhan, S., & Prayoga, S. (2025). Aspek Hukum dalam Penyelesaian Sengketa Penguasaan dan Pembangunan Rumah di Atas Tanah Milik Orang Lain. Jurnal Surya Kencana Satu : Dinamika Masalah Hukum Dan Keadilan, 16(1), hal. 16–28.

³ Aprita, S. (2022). Menyikapi Era Globalisasi Di Bidang Agraria: Tanah Rakyat di Ambang Resesi. ADALAH, 6(4), hal. 56-72.

Therefore, the implementation of a transparent, consistent, and accountable legal system is the key to ensuring land rights, creating a stable socio-economic climate, and strengthening national land governance⁴.

Buying and selling becomes one of the factors in the transfer of land rights due to its clear, practical nature, meeting the economic needs of the community, and providing legal certainty for the parties involved. Based on Article 1458 of the Civil Code and further regulated in Government Regulation No. 24 of 1997, the sale and purchase of land involves a strict legal process, including the creation of an authentic deed by the Land Deed Official (PPAT), document verification, and the registration of the transfer of rights to ensure legality and prevent disputes. The characteristics of cash, real, and clear sales make it a transparent and accountable method for transferring land rights. These strict procedures are not only important for the protection of landowners' rights at the national level but are also globally relevant as a basis for investment instruments and sustainable development. Thus, land transactions play a strategic role in Indonesia's agrarian legal system through mechanisms of legitimate, safe, and equitable rights transfer⁵.

Created by the Land Deed Official (PPAT), the Sale and Purchase Deed (AJB) officially records land sale and purchase transactions, containing important details such as the object of the land, price, and payment terms, and serves as the basis for registering the transfer of rights at the BPN to ensure legal certainty and protection of ownership rights. In accordance with Article 1868 of the Indonesian Civil Code, the Sale and Purchase Deed (AJB) meets the formal requirements of an authentic deed and supports the principles of transparency and cash transactions. In dispute resolution, AJB serves as the primary piece of evidence demonstrating the validity of the transfer of rights. The role of PPAT in verifying land legality ensures the validity of AJB and prevents potential conflicts. Therefore, AJB is not merely an administrative document, but a fundamental legal instrument in ensuring clarity, validity, and sustainability of land governance in Indonesia⁶. Based on PP No. 37 of 1998, PPAT not only prepares legal documents but also ensures legality and legal certainty in land transactions

⁴ Frederik, W. A. P., Ringkuangan, D. R., & Tuwaidan, H. F. (2024). Pendaftaran Hak Atas Tanah dalam Perspektif Kepastian Hukum. *Amanna Gappa*, 32(1), hal. 19-27.

⁵ Mubalus, S. F. E. (2022). PERALIHAN HAK MILIK ATAS TANAH BERDASARKAN JUAL BELI MENURUT UNDANG-UNDANG POKOK AGRARIA DAN PERATURAN PEMERINTAH NOMOR 24 TAHUN 1997 DI KABUPATEN SORONG. *SOSCIED*, 5(1), hal. 171-192.

⁶ Rumadanu, F., & Djajaputra, G. (2025). Kepastian Hukum Kedudukan Akta Jual Beli (AJB) Sebagai Dasar Gugatan. *Ranah Research: Journal of Multidisciplinary Research and Development*, 7(2), hal. 720-728.

by verifying identities, the validity of documents, and the status of land objects. PPAT has a responsibility in the national land registration system by submitting deeds and supporting documents to the land office. Additionally, PPAT plays a preventive and repressive role in protecting the rights of the parties and resolving land disputes⁷.

The entire regulation aims to create a mechanism for the transfer of land rights that is transparent, safe, and legally accountable for all parties⁸. A common phenomenon in land sale transactions in Indonesia shows that even though the payment has not been fully settled, the Sale and Purchase Deed (AJB) is still made and signed in front of the Land Deed Official (PPAT) based on the agreement of the parties to immediately transfer the land rights formally. This practice is legally valid even though it leaves debts outside the sale and purchase transaction, and it contradicts the principle of "clear and cash" in customary and agrarian law. This condition creates a gap in preventive law, as the seller who has not received payment must take repressive measures such as a breach of contract lawsuit. The Sale and Purchase Binding Agreement (PPJB) is often used as an initial binding, whether fully paid or not, before the Deed of Sale and Purchase (AJB) is made. However, the creation of AJB without full payment can pose legal risks and potentially result in legal defects if not in accordance with procedures⁹.

The main issue in this research lies in the practice of creating a Sale and Purchase Deed (AJB) for land by the Land Deed Official (PPAT) under conditions where the payment has not been fully settled. The focus of this research is formulated into two main questions: how is the validity of the Sale and Purchase Deed (AJB) of land in transactions that have not been fully paid according to agrarian law and PPAT regulations, and how is the mechanism for canceling the AJB in land sale and purchase transactions that have not been fully paid, and what form of legal protection is available for the aggrieved party in such transactions.

This research aims to analyze the validity of the Sale and Purchase Deed (AJB) in land sale transactions that have not been fully paid according to the perspective of agrarian law and PPAT office regulations, as well as to examine the mechanism

⁷ Utama, M. R. (2024). KEWENANGAN PPAT DALAM PEMBUATAN AKTA PERALIHAN HAK ATAS TANAH MELALUI JUAL BELI. *Grondwet*, 3(2), hal. 72-83.

⁸ Anindhita, R. A. P. Akibat Hukum Pembatalan Akta Jual Beli Pura-Pura Ppat Atas Jaminan Kredit Di Bank. *Indonesian Notary*, 4(2), Article 7.

⁹ Nendang Yusup, Yuliana Setiadi, & Refki Ridwan. (2025). Perlindungan Hukum Terhadap Penjual Atas Wanprestasi Dalam Transaksi Jual Beli Tanah Oleh Pembeli dan Akibat Hukumnya. *Aliansi: Jurnal Hukum, Pendidikan Dan Sosial Humaniora*, 2(2), hal. 147-155.

for canceling AJB issued under conditions where the buyer has not fulfilled the payment. Additionally, this research also aims to identify the forms of legal protection available to parties harmed by the execution of land sales transactions that have not been fully paid, in order to provide legal certainty and justice in land practice.

Theoretically, this research is expected to enrich the literature and academic discourse in the field of agrarian law and the law of PPAT positions, particularly regarding the validity of authentic deeds in the transfer of land rights that do not meet the substantial requirement of payment. Practically, the results of this research are expected to serve as a guideline for PPAT to enhance caution in issuing AJB, as well as to educate the public to better understand the importance of payment as a mandatory requirement in the transfer of rights. In addition, this research is also useful for law enforcement and policymakers in formulating regulations or standard operating procedures to prevent land disputes that disadvantage one party.

The novelty of this research lies in the integration of normative analysis regarding the validity of AJB in unfinished transactions. Unlike previous research that only focused on default or the general validity of AJB, this study also examines the mechanism for canceling AJB and the forms of legal protection for the aggrieved party from the perspective of legislation. Thus, this research makes a significant contribution in filling legal gaps and strengthening the protection of community rights in land sale and purchase transactions.

There are several previous studies of a similar nature that have differences which serve as the basis and/or reference in this research. In the research by Ananda Yuneldi Veby titled "JURIDICAL ANALYSIS OF THE TRANSFER OF LAND OWNERSHIP RIGHTS THAT HAVE NOT BEEN PAID IN FULL (Case Study Number: 151/PDT.G/2020/PN.PDG and Appeal Decision 91/PDT/2021/PTPDG)," the focus is on examining the Judge's considerations in the decision being studied¹⁰. In the research by M. Adib Luthfi and Akhmad Khisni titled "Legal Consequences of the Transfer of Land Ownership Rights That Have Not Been Fully Paid," the focus is on analyzing the legal consequences of the transfer of land ownership rights that have not been fully paid¹¹. In the research by Depita N Pandiangan titled "CANCELLATION OF LAND SALE

¹⁰ Veby, A. Y. (2023). ANALISIS YURIDIS TERHADAP PERALIHAN HAK MILIK ATAS TANAH YANG BELUM LUNAS PEMBAYARANNYA (Studi Kasus Perkara Nomor: 151/PDT. G/2020/PN. PDG dan Putusan Banding 91/PDT/2021/PTPDG) (Doctoral dissertation, Universitas Andalas).

¹¹ Luthfi, M. A., & Khisni, A. (2018). Akibat Hukum Terhadap Peralihan Hak Milik Atas Tanah Yang Belum Lunas Pembayaran. Jurnal Akta, 5(1), hal. 65-74.

AND PURCHASE DEED (ANALYSIS OF SEMARANG DISTRICT COURT DECISION NO.190/PDT.G/2009/PN.Smg)," it discusses the legal consequences of the cancellation of the Sale and Purchase Deed (AJB) based on the decision being examined¹².

II. Methode

This research uses a normative juridical approach, which is a legal research method that focuses on the study of written legal norms in legislation and legal literature. This approach aims to examine and analyze the validity of the Sale and Purchase Deed (AJB) of land in transactions that have not been fully paid from the perspective of the Indonesian positive legal system, particularly in the context of agrarian law and the position of the Land Deed Official (PPAT). The type of data used in this research is secondary data, which includes primary, secondary, and tertiary legal materials. Primary legal materials consist of relevant legislation, such as Law Number 5 of 1960 on the Basic Agrarian Law (UUPA), Government Regulation Number 24 of 1997 on Land Registration, and Government Regulation Number 37 of 1998 on the Position of PPAT. Secondary legal materials include scientific literature and accredited journal articles that support the legal analysis in this research. Meanwhile, tertiary legal materials are used as support to strengthen and interpret the legal concepts being analyzed.

III. Result and Discussion

This research yields two interrelated main findings, namely regarding the validity of the Sale and Purchase Deed (AJB) in land sale transactions that have not been fully paid and the mechanism for canceling the AJB along with forms of legal protection for the aggrieved party.

First, the AJB made under the condition of not being fully paid by the buyer is declared formally valid if it meets the provisions of the legislation, specifically Article 37 of Government Regulation No. 24 of 1997 concerning Land Registration. These formal requirements include the creation of the deed by the authorized PPAT, the presence of the parties, and adherence to administrative procedures. However, materially, AJB can be deemed legally defective if the

¹² Depita, N. P. (2015). PEMBATALAN AKTA JUAL BELI TANAH (ANALISIS PUTUSAN PENGADILAN NEGERI SEMARANG NO.190/PDT.G/2009/PN.Smg), Skripsi, Fakultas Hukum Universitas Negeri Semarang, Semarang.

substance of the agreement does not reflect the "cash" principle in buying and selling, as recognized in the principles of Indonesian customary and agrarian law. Failure to fulfill the payment can be grounds for the cancellation of the AJB, as it is considered a violation of the valid contract requirements as stipulated in Article 1320 of the Indonesian Civil Code.

Second, the mechanism for canceling the AJB due to default is carried out through a civil lawsuit in the district court based on Article 1267 of the Civil Code. The party with legal standing to file a lawsuit is generally the seller who has been harmed due to the buyer's breach of payment. The burden of proof lies with the plaintiff, who must demonstrate that the breach of contract has occurred in a real and substantial manner. The evidence used includes the Deed of Sale and Purchase (AJB), the Sale and Purchase Binding Agreement (PPJB), proof of payment, and witness statements. Additionally, it was found that in practice, PPATs often delay the name transfer process or withhold certificates as a form of protection for the seller, even though these actions do not have an explicit legal basis and can create legal loopholes.

These results underscore the importance of a comprehensive understanding of the material requirements in land rights transfers and the need for stricter regulations to mandate payment verification by PPAT. The research also found that public legal awareness and the professional diligence of PPAT are key factors in preventing land disputes due to transactions that are not settled in cash. Thus, the results of this study support the need for legal education, regulatory strengthening, and institutional oversight to ensure justice and legal certainty in land sale transactions.

A. The validity of the Sale and Purchase Deed of land in transactions that have not been fully paid according to agrarian law and PPAT office regulations.

In the practice of land sales in Indonesia, it is not uncommon to find the creation of Sale and Purchase Deeds (AJB) conducted before the full payment of the land price. This phenomenon raises various significant legal issues, particularly concerning the validity and legal force of the Sale and Purchase Deed (AJB) made under conditions of incomplete payment. Based on recent research findings, although AJB is an authentic deed with strong evidentiary power, its existence in transactions that are not yet fully paid creates legal uncertainty and

potential disputes between the seller and the buyer¹³. The practice of creating AJB before full payment is often based on the parties' need to immediately transfer land rights formally, even though payment is still being made in installments. However, this raises challenges in ensuring whether the AJB is legally valid and can serve as a strong basis in the process of transferring the land certificate.

An authentic deed is one of the important instruments in Indonesian civil law, particularly in proving agreements and legal acts. Article 1868 of the Indonesian Civil Code (KUHPerdara) explicitly regulates the definition and validity requirements of an authentic deed. This article states that an authentic deed is a deed made in the form prescribed by law, by or in the presence of an authorized public officer, and made at the place where the officer is stationed¹⁴. Three main elements that must be met for a deed to be categorized as an authentic deed are, 1.) The form of the deed must comply with legal provisions. This form includes the procedure for creation, content, and formalities specifically regulated by law. 2.) The deed must be made by or in the presence of an authorized public officer. This public official is usually a notary or another official authorized by law to create certain deeds, 3.) The deed is made at the office of the authorized official. An authentic deed has perfect evidentiary power (binding evidence) as regulated in Article 1870 of the Civil Code, which states that an authentic deed provides perfect evidence for the parties and their heirs regarding what is stated in it¹⁵.

In the context of the validity of an act, it is important to distinguish between formal validity and substantive validity. Formal validity relates to the fulfillment of formal requirements in the creation of an act, such as the form of the act, the authority of the official who created it, the place and time of creation, as well as the presence of the parties and witnesses in accordance with legal provisions¹⁶. If these formal requirements are not met, the deed cannot be categorized as an authentic deed and only has evidentiary power as a private deed. Substantive validity refers to the content or substance of the deed, namely whether the

¹³ Fauzi, M. I. (2018). Keabsahan Akta Jual Beli Tanah Yang Perpajakannya Belum Terbayar. *Jurnal Pro Hukum : Jurnal Penelitian Bidang Hukum Universitas Gresik*, 7(2). Hal. 56- 65.

¹⁴ Maharani, Y. Z. Z. (2024). Tanggung Jawab Notaris Terhadap Pembuatan Akta Otentik Melalui Sistem Elektronik. *Aktivisme: Jurnal Ilmu Pendidikan, Politik Dan Sosial Indonesia*, 2(1), hal. 49–58.

¹⁵ Monetery, F. R., & Santoso, B. (2023). *Keabsahan Dan Kekuatan Pembuktian Akta Notaris: Perspektif Cyber Notary Di Indonesia*. *Notarius*, 16(2), hal. 666-685.

¹⁶ Maharani, Y. Z. Z. (2024). Tanggung Jawab Notaris Terhadap Pembuatan Akta Otentik Melalui Sistem Elektronik. *Aktivisme: Jurnal Ilmu Pendidikan, Politik Dan Sosial Indonesia*, 2(1), hal. 49–58.

contents of the agreement or legal act contained in the deed are lawful, not contrary to the law, morality, and public order¹⁷. Thus, an authentic deed must meet both of these aspects to have perfect legal force. An act that is formally valid but contains content that is contrary to the law can be annulled or not recognized legally. On the other hand, a substantively valid deed that does not meet formal requirements cannot be considered an authentic deed, and its evidentiary power becomes limited.

In the Indonesian agrarian legal system, land sales are not only regulated by positive law but are also greatly influenced by customary law recognized in Article 5 of the Basic Agrarian Law (UUPA) Number 5 of 1960. This article emphasizes that the agrarian law applicable to land, water, and space is customary law as long as it does not conflict with national interests and other regulations. One of the main principles adopted from customary law in land sale transactions is the principle of transparency and cash. The principle of Transparency means that the process of buying and selling land must be conducted openly and transparently, not hidden or done secretly. In practice, this principle is fulfilled when the sale and purchase of land are conducted in the presence of an authorized official, namely the Land Deed Official (PPAT). This simultaneously guarantees legal certainty and avoids disputes due to unclear or hidden transactions¹⁸. The Cash Principle means that the transfer of land rights and the payment of the sale price are carried out simultaneously or concurrently. Although payment does not have to be made in full cash at that moment, installment payments can also fulfill the cash principle as long as they are agreed upon and executed in accordance with the provisions stated in the sale and purchase deed. This principle emphasizes that the sale and purchase of land is not merely an agreement, but a legal act that transfers land rights in a tangible and direct manner¹⁹.

The implications of applying the principle of clarity and cash on the validity status of the Sale and Purchase Agreement (AJB) are very crucial. The Sale and Purchase Agreement (AJB) made in the presence of a PPAT and adhering to the principles of clarity and cash has binding legal force and provides legal certainty

¹⁷ Moneter, F. R., & Santoso, B. (2023). *Keabsahan Dan Kekuatan Pembuktian Akta Notaris: Perspektif Cyber Notary Di Indonesia*. Notarius, 16(2), hal. 666-685.

¹⁸ Muslim, S. D., & Arsin, F. X. (2023). *Penerapan Asas Terang Dan Tunai Dalam Jual Beli Hak Atas Tanah Yang Hendak Dibatalkan Sepihak*. Jurnal Supremasi, 13(2), hal. 60-69.

¹⁹ Winandra, D., & Tanawijaya, H. (2020). *Penerapan Asas Terang Dan Tunai Dalam Jual Beli Tanah Yang Merupakan Harta Bersama Dalam Perkawinan (Studi Putusan Nomor 1/Pdt. G/2019/Pn. Lbt)*. Jurnal Hukum Adigama, 3(2), 5.

for the parties involved. The AJB becomes a valid authentic proof and can serve as the basis for the process of transferring the land certificate. On the other hand, if the AJB is made without adhering to the principles of transparency and cash payment, such as being executed before the payment is settled or without the presence of an authorized official, the validity of the AJB can be questioned and may potentially lead to legal disputes. Thus, the principle of clarity and cash not only serves as a guideline in the execution of land sales according to customary law recognized in the UUPA but also becomes an important foundation in ensuring the validity and legal strength of the AJB as a formal instrument in land transactions in Indonesia²⁰.

Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration stipulates that any transfer of land rights, including through sale and purchase, can only be registered if proven by a deed made by PPAT²¹. Without that deed, the transfer of rights cannot be registered at the Land Office, making the legal status of the land unclear and potentially leading to disputes in the future²². Government Regulation Number 37 of 1998 concerning the Position of Land Deed Official specifically regulates the duties and authority of the PPAT. Article 2 paragraph (1) states that the PPAT is tasked with carrying out part of the land registration activities by creating deeds as evidence of the execution of certain legal acts concerning land rights. These legal actions include buying and selling, exchanging, gifting, incorporation into a company, division of joint rights, granting building use rights, usage rights, mortgage rights, and granting power to impose mortgage rights²³.

In carrying out its duties, the PPAT is required to ensure that all documents used in the creation of the deed are valid and meet legal requirements. This includes verifying the identities of the parties, the validity of land ownership documents, and ensuring that there are no unresolved disputes or objections related to the land in question. The validity of the Sale and Purchase Deed (AJB) in land transactions that have not been fully paid is a complex legal issue,

²⁰ Muslim, S. D., & Arsin, F. X. (2023). *Penerapan Asas Terang Dan Tunai Dalam Jual Beli Hak Atas Tanah Yang Hendak Dibatalkan Sepihak*. Jurnal Supremasi, 13(2), hal. 60-69.

²¹ Zuliana, S. (2023). *Peralihan Hak Atas Tanah yang Tidak Diketahui Keberadaannya (Studi Kasus Putusan Nomor: 124/Pdt.G/2023/Pn. Unr)*. Jurnal Akta Notaris, 3(2), hal. 239-252.

²² Masengie, C. (2017). *Analisis Yuridis Tentang Akta Jual Beli Sebagai Syarat Peralihan Hak Atas Tanah Berdasarkan PP No. 24 Tahun 1997*. LEX ADMINISTRATUM, 5(9), hal. 76-84.

²³ Hariyanto, E. A. P. (2021). *Tanggung Gugat Pejabat Pembuat Akta Tanah Terhadap Pembuatan Akta Hibah Atas Tanah Yang Dibatalkan Pengadilan*. Syntax Literate, 6(9), hal. 1-12.

considering the differences between substantive and formal requirements in sale and purchase agreements. Material requirements include elements such as the agreement of the parties, legal capacity, the object being sold, and a lawful cause, as regulated in Article 1320 of the Civil Code (KUHPerdara)²⁴. Meanwhile, the formal requirement refers to the provision that the transfer of land rights must be evidenced by a deed made by the Land Deed Official (PPAT), in accordance with Article 37 of Government Regulation Number 24 of 1997 concerning Land Registration. In practice, the creation of AJB before the payment of the land price raises debates regarding the validity of the agreement. Some views state that the AJB remains legally valid even if the payment has not been fully made, as long as the material and formal requirements are met. However, another viewpoint emphasizes that payment is an integral part of the material requirements, so failure to fulfill the payment can lead to the annulment of the agreement legally²⁵.

One of the main responsibilities of PPAT is to ensure that all material and formal requirements have been met before the creation of the Sale and Purchase Deed (AJB), including verification of the payment for the land. Although payment is not a formal requirement in the creation of the Sale and Purchase Deed (AJB), the PPAT is still required to apply the principle of prudence to prevent potential disputes in the future²⁶. PPAT must also adhere to the professional code of ethics that requires them to act honestly, independently, and impartially in carrying out their duties.²⁷

In the context of a land sale transaction that has not been fully paid, the Sale and Purchase Deed (AJB) can be declared formally valid if made by an authorized Land Deed Official (PPAT), attended by the interested parties, and complies with the procedures stipulated by the legislation, specifically Article 37 of Government Regulation No. 24 of 1997. However, the Deed of Sale and Purchase (AJB) may be materially defective if the substance of the agreement does not reflect the fulfillment of civil law elements, particularly regarding the performance of payment, which is the core of the transfer of rights. Failure to

²⁴ Sari, M. I., Sudirman, M., & Martanti, Y. (2021). Akibat Hukum Terhadap Akta Jual Beli Tanah Yang Dibatalkan Berdasarkan Putusan Hakim Karena Tidak Terpenuhinya Syarat Materiil. *Jurnal Multidisiplin Indonesia*, 2(1), hal. 45–56.

²⁵ ALW, L. T., & Prabandari, A. P. (2020). Akibat Hukum Tidak Terpenuhinya Syarat-Syarat Pembuatan Akta Jual Beli Oleh Notaris. *Notarius*, 13(2), hal. 819-837.

²⁶ Saputra, S., Franciska, W., & Widyanti, A. N. (2024). TANGGUNG JAWAB PEJABAT PEMBUAT AKTA TANAH SEMENTARA (PPATS) AKIBAT KELALAIAN DALAM PEMBUATAN AKTA JUAL BELI TANAH ATAS PERALIHAN HAK ATAS TANAH. *Sentri: Jurnal Riset Ilmiah*, 3(3), hal. 1760-1769.

²⁷ Prajawati, P. A. D. N., & Wisanjaya, I. G. P. E. (2023). Ketentuan Hukum dan Etika Profesi dalam Penanganan Pemecahan Sertifikat oleh Notaris/PPAT. *Jurnal Analisis Hukum*, 6(2), hal. 173-184.

fulfill the payment can be considered a violation of the cash principle recognized in customary law and Indonesian agrarian law, so an AJB that appears formally valid can be questioned in terms of its validity under substantive law.

B. The mechanism for canceling AJB in an unfinished transaction and what legal protection is available for the aggrieved party.

In the practice of land sales in Indonesia, the creation of a Sale and Purchase Agreement (AJB) is often carried out even though the payment has not been fully settled by the buyer. This situation raises significant legal questions, especially when the buyer defaults on their payment obligations. Although the AJB has been legally executed, the buyer's non-compliance with payment obligations can result in complex legal disputes, including the possibility of AJB cancellation and damage claims by the seller²⁸. Unfortunately, many parties involved in such transactions do not fully understand the mechanism for canceling AJB and the legal protections available for the aggrieved party. This lack of understanding can exacerbate legal risks and financial losses for both sellers and buyers.

The Sale and Purchase Agreement (AJB) is an authentic deed made by the Land Deed Official (PPAT) in accordance with the provisions of legislation, which has perfect evidentiary power in the process of land rights transfer. However, even though the Sale and Purchase Agreement (AJB) has met the formal requirements, there is a possibility of annulment if legal defects are found, whether formal or substantial. Formal defects occur when the creation of the AJB does not meet the established procedures, such as discrepancies in signing, absence of parties, or violations of legal provisions. On the other hand, a substantial defect relates to the content or substance of the AJB that is contrary to the law, such as a default by one party, for example, the buyer who does not complete the payment as agreed. In this case, the AJB can be canceled through a court ruling if it is proven that one party did not fulfill their obligations, thereby harming the other party²⁹. Cancellation of AJB due to substantial defects is more complex, as it involves proving a violation of the substance of the agreement that has been agreed upon by the parties.

²⁸ Rahmadsyah, M. F., Yamin, M., Purba, H., & Devi Azwar, T. K. (2025). Perlindungan hukum terhadap pembeli hak atas tanah dalam akta jual beli dan pemindahan hak yang dibuat oleh notaris (Studi Putusan Mahkamah Agung Republik Indonesia Nomor 3059 K/Pdt/2020). *Jurnal Ilmu Hukum, Humaniora dan Politik*, 5(3), hal. 2063–2074.

²⁹ Rachmawaty, D., & Keumala, D. (2024). Pembatalan Akta Notaris: Mekanisme dan Penyebabnya. *Lex Jurnalica*, 21(2), hal. 165–170.

The legal mechanism for the cancellation of the Sale and Purchase Deed (AJB) due to the buyer's default in paying the land price is carried out through a civil lawsuit in the district court. The legal basis for this lawsuit refers to Article 1267 and Article 1320 of the Civil Code, which stipulate that the party harmed due to the non-fulfillment of the agreement can demand the annulment of the agreement and/or compensation. The party with legal standing to file a lawsuit is the aggrieved party, generally the seller. However, in certain cases, the Land Deed Official (PPAT) can also file a lawsuit to annul the Sale and Purchase Agreement (AJB) they created, as occurred in Decision Number 381/PDT.G/2014/PN.BDG³⁰.

In the trial process, the burden of proof lies with the plaintiff who must prove the existence of default by the defendant. The evidence that can be presented includes documentary evidence such as sales agreements, proof of payment, warning letters or summons, as well as witness testimony regarding the content and execution of the contract³¹. The court will assess whether a breach of contract has occurred that meets the legal elements, and if proven, may decide to annul the sale and purchase agreement (AJB) and provide legal protection for the aggrieved party³².

Legal protection for sellers in land sale transactions that have not been fully paid can be pursued through two main approaches: preventive and repressive. Preventively, sellers are advised to explicitly include a default clause in the Sale and Purchase Binding Agreement (PPJB). This clause serves as an initial security mechanism that establishes legal consequences if the buyer fails to fulfill the payment obligation, such as the seller's right to unilaterally cancel the agreement or demand compensation³³. If preventive measures fail and the buyer still defaults, the seller has the right to take repressive action through legal channels. This step includes filing a civil lawsuit in court based on default, as regulated in Articles 1243 and 1267 of the Civil Code. In the lawsuit, the seller can demand the cancellation of the AJB and/or compensation for the losses incurred due to

³⁰ Widyamarta, V. B. (2022). Kewenangan PPAT dalam Mengajukan Pembatalan Akta Jual Beli yang Dibuatnya. Tesis, Fakultas Hukum Universitas Brawijaya, Malang.

³¹ Simanjuntak, R. R., Al Ayuda, M. H., Najwa, N., Ardhanawati, V., Fayza, Z., & Ramadhani, D. A. (2024). Analisis Pembuktian Dalam Sengketa Wanprestasi Perjanjian Jual Beli Tanah. *Birokrasi: Jurnal Ilmu Hukum Dan Tata Negara*, 2(3), hal. 246-254.

³² Syaharani, N., Fitrianto, B., Nurdiana, C., Saputra, D. D., & Harahap, R. N. F. (2025). LEGAL MEMORANDUM TENTANG WANPRESTASI: ANALISIS PUTUSAN PENGADILAN TINGGI SEMARANG Nomor 460/PDT/2020/ PT SMG. *Bureaucracy Journal : Indonesia Journal of Law and Social-Political Governance*, 5(2), hal. 1078–1089.

³³ Afifah, S. A. (2020). *Analisis Yuridis Pembatalan Akta Perjanjian Pengikatan Jual Beli (PPJB) Hak Atas Tanah*. *Syiah Kuala Law Journal*, 4(2), hal. 123-140.

the buyer's non-compliance. The burden of proof lies with the seller as the plaintiff, who must demonstrate that the buyer has failed to fulfill the payment obligations according to the agreement³⁴. Thus, repressive efforts through civil lawsuits provide comprehensive legal protection for sellers in facing the risk of default by buyers.

In practice, the Land Deed Official (PPAT) often delays the process of transferring the certificate or withholds the certificate on the grounds that the buyer has not yet completed the payment. This action aims to protect the seller's interests and ensure that the buyer's obligations have been fulfilled before the land rights are transferred³⁵. However, legally, this action can cause problems, as the PPAT does not have the authority to withhold the certificate without a clear legal basis. This can be considered an unlawful act, and the PPAT can be held accountable criminally, civilly, or administratively³⁶.

The difference between theory and practice shows a legal gap that needs to be addressed. Theoretically, PPAT is required to immediately register the transfer of land rights with the Land Office within a certain period after the deed is signed. However, in practice, PPAT often delays the process for certain reasons, such as the payment not being fully settled. To address this issue, a regulatory solution is needed to clarify the authority and responsibilities of PPAT in the certificate name transfer process, as well as a legal protection mechanism for sellers and buyers in land sale transactions. This is important to ensure legal certainty³⁷.

Although the Sale and Purchase Agreement (AJB) is an authentic document with formal legal power, its existence can still be legally annulled if the substance of the agreement is flawed, particularly due to default in payment by the buyer. The mechanism for canceling the Sale and Purchase Deed (AJB) is carried out through a civil lawsuit filed by the aggrieved party, usually the seller, with the burden of proof that the buyer has breached the agreement. In practice, PPAT

³⁴ Akbar, M. A. P. (2022). Wanprestasi Dalam Akta Pengikatan Jual Beli Tanah Dan Bangunan Yang Masuk Dalam Boedel Pailit (Studi Putusan Mahkamah Agung Nomor 687 PK/Pdt/2016). Indonesian Notary, 4(1), 22.

³⁵ Maysa, V., & Parwitasari, H. (2025). *PROSEDUR PENYELESAIAN KENDALA PRAKTIK BALIK NAMA SERTIPIKAT DALAM PENGUASAAN HAK ATAS TANAH (STUDI PUTUSAN NOMOR 1/PDT. G/2024/PN NGB)*. Media Bina Ilmiah, 19(6), hal. 4791-4802.

³⁶ Suriyani, M. (2015). *Legalitas Kewenangan Notaris/PPAT Dalam Menahan Sertifikat Hak Milik Karena Adanya Pembatalan Jual Beli*. Jurnal Hukum Samudra Keadilan, 10(2), hal. 274-291.

³⁷ Zaini, Z. D., & Silpiani, Y. (2025). *Proses Penyelesaian Gugatan Perbuatan Melawan Hukum Dalam Sengketa Balik Nama Sertifikat Hak Milik Atas Tanah (Studi Putusan Nomor: 5/Pdt. G/2024/PN Met)*. SAKOLA: Journal of Sains Cooperative Learning and Law, 2(1), hal. 850-858.

often takes preventive measures such as withholding the certificate or delaying the name transfer process as a form of protection for the seller, but these actions have not yet been fully regulated explicitly in the regulations, creating legal loopholes. Therefore, there is a need for regulatory strengthening and an increase in legal understanding among the parties, so that legal protection in land sale and purchase transactions is conducted fairly, transparently, and in accordance with the principle of prudence.

IV. Conclusion

This study found that the Deed of Sale and Purchase (AJB) made in a condition of incomplete payment still meets the formal validity requirements according to Article 37 of PP No. 24 of 1997, as long as it is made by an authorized PPAT and follows applicable legal procedures. However, the material validity of the AJB can be questioned if the substance of the agreement is contrary to the cash principle as recognized in agrarian law and customary law. Failure to fulfill the element of payment by the buyer opens up room for a lawsuit for breach of contract and the potential for cancellation of the AJB through the courts, thus creating legal vulnerabilities for the seller. This finding directly answers the objectives and formulation of the research problem related to the legality of AJB in incomplete transactions and the legal mechanism for its cancellation.

The theoretical implications of this study enrich the discourse on the importance of alignment between formal and substantive validity in an authentic deed, especially in land transactions. Practically, these results emphasize the need for extra caution from PPAT in verifying the fulfillment of payment obligations, as well as the importance of legal education to the public so that they understand the risks and legal steps available in dealing with default. This study also emphasizes the importance of stricter and more explicit regulations regarding payment as a substantial requirement in land sale and purchase transactions.

The limitations of this study lie in the limited coverage area of Jepara Regency and the qualitative approach that does not quantitatively measure the frequency or distribution of similar cases in other areas. In addition, the lack of an in-depth analysis of the social and economic impacts of the cancellation of AJB is an important note in interpreting the results. Therefore, further research is recommended to examine the effectiveness of the PPAT supervision mechanism, evaluate the application of default clauses in PPJB comparatively, and conduct cross-regional studies with a broader empirical approach to deepen

understanding and improve the land law system in Indonesia.

References

- Afifah, S. A. (2020). Analisis Yuridis Pembatalan Akta Perjanjian Pengikatan Jual Beli (PPJB) Hak Atas Tanah. *Syiah Kuala Law Journal*, 4(2), 123–140. <https://doi.org/10.24815/sklj.v4i2.17021>
- Agiasandrini, I., & Lukman, A. (2023). Keabsahan Pembatalan Akta Secara Sepihak oleh Notaris atas Permintaan Penjual menurut Undang-undang Jabatan Notaris. *JISIP: Jurnal Ilmu Sosial dan Pendidikan*, 7(1), 45–56. <http://dx.doi.org/10.58258/jisip.v7i1.4500>
- Akbar, M. A. P. (2022). Wanprestasi Dalam Akta Pengikatan Jual Beli Tanah Dan Bangunan Yang Masuk Dalam Boedel Pailit (Studi Putusan Mahkamah Agung Nomor 687 PK/Pdt/2016). *Indonesian Notary*, 4(1), 22. <https://scholarhub.ui.ac.id/notary/vol4/iss1/22>
- ALW, L. T., & Prabandari, A. P. (2020). Akibat Hukum Tidak Terpenuhinya Syarat-Syarat Pembuatan Akta Jual Beli Oleh Notaris. *Notarius*, 13(2), hal. 819-837. <https://doi.org/10.14710/nts.v13i2.31170>
- Anindhita, R. A. P. Akibat Hukum Pembatalan Akta Jual Beli Pura-Pura Ppat Atas Jaminan Kredit Di Bank. *Indonesian Notary*, 4(2), Article 7. <https://scholarhub.ui.ac.id/notary/vol4/iss2/7>
- Aprita, S. (2022). Menyikapi Era Globalisasi Di Bidang Agraria: Tanah Rakyat di Ambang Resesi. *ADALAH*, 6(4), hal. 56-72. <https://doi.org/10.15408/adalah.v6i4.27580>
- Arum, M. (2022). Prinsip Kehati-Hatian dalam Pembuatan Akta Otentik oleh Pejabat Pembuat Akta Tanah (PPAT). *Jurnal Kewarganegaraan*, 6(3), 6435–6445. <https://doi.org/10.31316/jk.v6i3.4149>
- Fauzi, M. I. (2018). Keabsahan Akta Jual Beli Tanah Yang Perpajakannya Belum Terbayar. *Jurnal Pro Hukum : Jurnal Penelitian Bidang Hukum Universitas Gresik*, 7(2). Hal. 56- 65. <https://doi.org/10.55129/jph.v7i2.721>
- Frederik, W. A. P., Ringkuangan, D. R., & Tuwaidan, H. F. (2024). Pendaftaran Hak Atas Tanah dalam Perspektif Kepastian Hukum.

- Amanna Gappa, 32(1), hal. 19-27.
<https://journal.unhas.ac.id/index.php/agil/article/view/35063>
- Hariyanto, E. A. P. (2021). Tanggung Gugat Pejabat Pembuat Akta Tanah Terhadap Pembuatan Akta Hibah Atas Tanah Yang Dibatalkan Pengadilan. *Syntax Literate*, 6(9), hal. 1-12.
<https://doi.org/10.36418/syntax-literate.v6i9.4090>
- Jozan Adolf, J., & Handoko, W. (2020). Eksistensi Wewenang Notaris dalam Pembuatan Akta Bidang Pertanahan. *Notarius*, 13(1), 1-15. <https://doi.org/10.14710/nts.v13i1.29313>
- Luthfi, M. A., & Khisni, A. (2018). Akibat Hukum Terhadap Peralihan Hak Milik Atas Tanah Yang Belum Lunas Pembayaranannya. *Jurnal Akta*, 5(1), hal. 65-74.
<https://jurnal.unissula.ac.id/index.php/akta/article/view/2532/1894>
- Maharani, Y. Z. Z. (2024). Tanggung Jawab Notaris Terhadap Pembuatan Akta Otentik Melalui Sistem Elektronik. *Aktivisme: Jurnal Ilmu Pendidikan, Politik Dan Sosial Indonesia*, 2(1), hal. 49-58.
<https://doi.org/10.62383/aktivisme.v2i1.650>
- Masengie, C. (2017). Analisis Yuridis Tentang Akta Jual Beli Sebagai Syarat Peralihan Hak Atas Tanah Berdasarkan PP No. 24 Tahun 1997. *LEX ADMINISTRATUM*, 5(9), hal. 76-84.
<https://ejournal.unsrat.ac.id/v3/index.php/administratum/article/view/18151>
- Maysa, V., & Parwitasari, H. (2025). PROSEDUR PENYELESAIAN KENDALA PRAKTIK BALIK NAMA SERTIPIKAT DALAM PENGUASAAN HAK ATAS TANAH (STUDI PUTUSAN NOMOR 1/PDT. G/2024/PN NGB). *Media Bina Ilmiah*, 19(6), hal. 4791-4802. <https://binapatria.id/index.php/MBI/article/view/1128>
- Monetary, F. R., & Santoso, B. (2023). Keabsahan Dan Kekuatan Pembuktian Akta Notaris: Perspektif Cyber Notary Di Indonesia. *Notarius*, 16(2), hal. 666-685. <https://doi.org/10.14710/nts.v16i2.41120>
- Mubalus, S. F. E. (2022). PERALIHAN HAK MILIK ATAS TANAH BERDASARKAN JUAL BELI MENURUT UNDANG-UNDANG POKOK AGRARIA DAN PERATURAN PEMERINTAH NOMOR

- 24 TAHUN 1997 DI KABUPATEN SORONG. *SOSCIED*, 5(1), hal. 171-192. <https://doi.org/10.32531/jsoscied.v5i1.487>
- Muslim, S. D., & Arsin, F. X. (2023). Penerapan Asas Terang Dan Tunai Dalam Jual Beli Hak Atas Tanah Yang Hendak Dibatalkan Sepihak. *Jurnal Supremasi*, 60-69. <https://doi.org/10.35457/supremasi.v13i2.2193>
- Nendang Yusup, Yuliana Setiadi, & Refki Ridwan. (2025). Perlindungan Hukum Terhadap Penjual Atas Wanprestasi Dalam Transaksi Jual Beli Tanah Oleh Pembeli dan Akibat Hukumnya. *Aliansi: Jurnal Hukum, Pendidikan Dan Sosial Humaniora*, 2(2), hal. 147–155. <https://doi.org/10.62383/aliansi.v2i2.834>
- Nur Kholan Karima, Habibi, M., Febriana, N., Adhan, S., & Prayoga, S. (2025). Aspek Hukum dalam Penyelesaian Sengketa Penguasaan dan Pembangunan Rumah di Atas Tanah Milik Orang Lain. *Jurnal Surya Kencana Satu : Dinamika Masalah Hukum Dan Keadilan*, 16(1), hal. 16–28. <https://doi.org/10.32493/jdmhkdmmhk.v16i1.48149>
- Prajawati, P. A. D. N., & Wisanjaya, I. G. P. E. (2023). Ketentuan Hukum dan Etika Profesi dalam Penanganan Pemecahan Sertifikat oleh Notaris/PPAT. *Jurnal Analisis Hukum*, 6(2), hal. 173-184. <https://doi.org/10.38043/jah.v6i2.4438>
- Rachmawaty, D., & Keumala, D. (2024). Pembatalan Akta Notaris: Mekanisme dan Penyebabnya. *Lex Jurnalica*, 21(2), hal. 165–170. <https://doi.org/10.47007/lj.v21i2.7924>
- Rahmadsyah, M. F., Yamin, M., Purba, H., & Devi Azwar, T. K. (2025). Perlindungan hukum terhadap pembeli hak atas tanah dalam akta jual beli dan pemindahan hak yang dibuat oleh notaris (Studi Putusan Mahkamah Agung Republik Indonesia Nomor 3059 K/Pdt/2020). *Jurnal Ilmu Hukum, Humaniora dan Politik*, 5(3), hal. 2063–2074. <https://doi.org/10.38035/jihhp.v5i3.3790>
- Rumadanu, F., & Djajaputra, G. (2025). Kepastian Hukum Kedudukan Akta Jual Beli (AJB) Sebagai Dasar Gugatan. *Ranah Research: Journal of Multidisciplinary Research and Development*, 7(2), hal. 720-728. <https://doi.org/10.38035/rrij.v7i2.1309>

- Saputra, S., Franciska, W., & Widianti, A. N. (2024). TANGGUNG JAWAB PEJABAT PEMBUAT AKTA TANAH SEMENTARA (PPATS) AKIBAT KELALAIAN DALAM PEMBUATAN AKTA JUAL BELI TANAH ATAS PERALIHAN HAK ATAS TANAH. *Sentri: Jurnal Riset Ilmiah*, 3(3), hal. 1760-1769. <https://doi.org/10.55681/sentri.v3i3.2454>
- Sari, M. I., Sudirman, M., & Martanti, Y. (2021). Akibat Hukum Terhadap Akta Jual Beli Tanah Yang Dibatalkan Berdasarkan Putusan Hakim Karena Tidak Terpenuhinya Syarat Materiil. *Jurnal Multidisiplin Indonesia*, 2(1), hal. 45–56. <https://doi.org/10.58344/jmi.v1i4.104>
- Silaen, D. F. (2021). Perlindungan hukum bagi pembeli atas wanprestasi pengembang perumahan dalam jual beli rumah (Studi Putusan Mahkamah Agung No. 2052/K/PDT.2017). *Journal Law of Deli Sumatera*, 1(1). <https://jurnal.unds.ac.id/index.php/jlds/article/view/7>
- Simanjuntak, R. R., Al Ayuda, M. H., Najwa, N., Ardhanawari, V., Fayza, Z., & Ramadhani, D. A. (2024). Analisis Pembuktian Dalam Sengketa Wanprestasi Perjanjian Jual Beli Tanah. *Birokrasi: Jurnal Ilmu Hukum Dan Tata Negara*, 2(3), hal. 246-254. <https://doi.org/10.55606/birokrasi.v2i3.1332>
- Suriyani, M. (2015). Legalitas Kewenangan Notaris/PPAT Dalam Menahan Sertifikat Hak Milik Karena Adanya Pembatalan Jual Beli. *Jurnal Hukum Samudra Keadilan*, 10(2), hal. 274-291. <https://ejournalunsam.id/index.php/jhsk/article/view/126>
- Syahrani, N., Fitrianto, B., Nurdiana, C., Saputra, D. D., & Harahap, R. N. F. (2025). LEGAL MEMORANDUM TENTANG WANPRESTASI: ANALISIS PUTUSAN PENGADILAN TINGGI SEMARANG Nomor 460/PDT/2020/ PT SMG. *Bureaucracy Journal : Indonesia Journal of Law and Social-Political Governance*, 5(2), hal. 1078–1089. <https://doi.org/10.53363/bureau.v5i2.599>
- Utama, M. R. (2024). KEWENANGAN PPAT DALAM PEMBUATAN AKTA PERALIHAN HAK ATAS TANAH MELALUI JUAL BELI. *Grondwet*, 3(2), hal. 72-83. <https://doi.org/10.61863/gr.v3i2.43>
- Winandra, D., & Tanawijaya, H. (2020). Penerapan Asas Terang Dan Tunai Dalam Jual Beli Tanah Yang Merupakan Harta Bersama Dalam

- Perkawinan (Studi Putusan Nomor 1/Pdt. G/2019/Pn. Lbt). Jurnal Hukum Adigama, 3(2), 5. <https://doi.org/10.24912/adigama.v3i2.10556>
- Zaini, Z. D., & Silpiani, Y. (2025). Proses Penyelesaian Gugatan Perbuatan Melawan Hukum Dalam Sengketa Balik Nama Sertifikat Hak Milik Atas Tanah (Studi Putusan Nomor: 5/Pdt. G/2024/PN Met). SAKOLA: Journal of Sains Cooperative Learning and Law, 2(1), hal. 850-858. [10.57235/sakola.v2i1.5950](https://doi.org/10.57235/sakola.v2i1.5950)
- Zuliana, S. (2023). Peralihan Hak Atas Tanah yang Tidak Diketahui Keberadaannya (Studi Kasus Putusan Nomor: 124/Pdt.G/2023/Pn. Unr). Jurnal Akta Notaris, 3(2), hal. 239-252. <https://doi.org/10.56444/aktanotaris.v3i2.2181>
- Depita, N. P. (2015). PEMBATALAN AKTA JUAL BELI TANAH (ANALISIS PUTUSAN PENGADILAN NEGERI SEMARANG NO.190/PDT.G/2009/PN.Smg), Skripsi, Fakultas Hukum Universitas Negeri Semarang, Semarang.
- Parhan. (2025). Tanggung Jawab Pejabat Pembuat Akta Tanah (PPAT) dalam Memberikan Pelayanan Jasa Balik Nama yang Belum Selesai. Tesis Magister Kenotariatan, Universitas Islam Sultan Agung, Semarang
- Veby, A. Y. (2023). ANALISIS YURIDIS TERHADAP PERALIHAN HAK MILIK ATAS TANAH YANG BELUM LUNAS PEMBAYARANNYA (Studi Kasus Perkara Nomor: 151/PDT. G/2020/PN. PDG dan Putusan Banding 91/PDT/2021/PTPDG), Doctoral dissertation, Universitas Andalas, Padang
- Widyamarta, V. B. (2022). Kewenangan PPAT dalam Mengajukan Pembatalan Akta Jual Beli yang Dibuatnya. Tesis, Fakultas Hukum, Universitas Brawijaya, Malang.
- Undang-Undang Republik Indonesia Nomor 5 Tahun 1960 tentang Peraturan Dasar Pokok-Pokok Agraria (Lembaran Negara Republik Indonesia Tahun 1960 Nomor 104, Tambahan Lembaran Negara Republik Indonesia Nomor 2043).
- Peraturan Pemerintah Republik Indonesia Nomor 24 Tahun 1997 tentang Pendaftaran Tanah (Lembaran Negara Republik Indonesia Tahun 1997 Nomor 59, Tambahan Lembaran Negara Republik Indonesia Nomor 3696).

Peraturan Pemerintah Republik Indonesia Nomor 37 Tahun 1998 tentang Peraturan Jabatan Pejabat Pembuat Akta Tanah (Lembaran Negara Republik Indonesia Tahun 1998 Nomor 52, Tambahan Lembaran Negara Republik Indonesia Nomor 3746).