

## The Position of Notarial Sale and Purchase Agreements in The Transfer of Land Rights

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**Abstract.** The Sale and Purchase Binding Agreement (PPJB) is an obligatoir agreement commonly used as a preliminary instrument prior to the transfer of land rights through a Deed of Sale and Purchase (AJB) executed before a Land Deed Official (PPAT). In practice, a chain PPJB frequently occurs when a buyer transfers the land to another party solely based on a PPJB, without involving the registered rights holder listed in the land certificate. This practice raises legal uncertainty, particularly for the final buyer. This study aims to examine the legal validity of chain PPJB and its implications for land rights transfer under Indonesian law. The research employs a normative juridical method using statutory, conceptual, and case approaches, supported by legal literature and relevant court decisions. The findings show that chain PPJB is valid under civil law insofar as it fulfills the requirements of Article 1320 of the Indonesian Civil Code, but its validity is limited to obligatoir relationships between the parties. From the perspective of agrarian law, chain PPJB cannot serve as a legal basis for transferring land rights, as such transfer is only valid through an AJB and land registration in accordance with the Basic Agrarian Law and its implementing regulations. Consequently, the final buyer does not acquire legal recognition as a land rights holder but only obtains a personal claim against the intermediary seller. This study emphasizes the need for clearer regulation to ensure legal certainty and protection for good faith buyers.

**Keywords:** Legal Validity, Sale and Purchase Binding, Land Rights Transfer

**Abstrak.** *Perjanjian Pengikatan Jual Beli (PPJB) adalah perjanjian pengikatan yang umum digunakan sebagai instrumen pendahuluan sebelum pengalihan hak atas tanah melalui Akta Jual Beli (AJB) yang dibuat di hadapan Pejabat Pembuat Akta Tanah (PPAT). Dalam praktiknya, PPJB berantai sering terjadi ketika pembeli mengalihkan tanah kepada pihak lain semata-mata berdasarkan PPJB, tanpa melibatkan pemegang hak terdaftar yang tercantum dalam sertifikat tanah. Praktik ini menimbulkan ketidakpastian hukum, khususnya bagi pembeli akhir. Studi ini bertujuan untuk meneliti keabsahan hukum PPJB berantai dan implikasinya terhadap pengalihan hak atas tanah berdasarkan hukum Indonesia. Penelitian ini menggunakan metode yuridis normatif dengan pendekatan hukum perundang-undangan, konseptual, dan kasus, yang didukung oleh literatur hukum dan putusan pengadilan yang relevan. Hasil penelitian menunjukkan bahwa PPJB berantai sah menurut hukum perdata sejauh memenuhi persyaratan Pasal 1320 KUHP Indonesia, tetapi keabsahannya terbatas pada hubungan yang mengikat antara para pihak. Dari perspektif hukum agraria, PPJB berantai tidak dapat dijadikan dasar hukum untuk pengalihan hak atas tanah, karena pengalihan tersebut hanya sah melalui AJB dan pendaftaran tanah sesuai dengan Undang-Undang Pokok Agraria dan peraturan pelaksanaannya. Akibatnya, pembeli akhir tidak memperoleh pengakuan hukum sebagai pemegang hak atas tanah tetapi hanya memperoleh klaim pribadi terhadap penjual perantara. Studi ini menekankan perlunya regulasi yang lebih jelas untuk memastikan kepastian hukum dan perlindungan bagi pembeli yang beritikad baik.*

**Kata kunci:** Keabsahan Hukum, Perjanjian Pengikatan Jual Beli, Pengalihan Hak Atas Tanah

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## INTRODUCTION

The Binding Sale and Purchase Agreement (PPJB) is an important legal document prepared before the drafting of the Deed of Sale and Purchase (AJB) before a Land Deed Official (PPAT). PPJB is created because in some land or building transactions, the condition of the object or its documents is not yet ready for the immediate preparation of the AJB and registration of its transfer at the National Land Agency (BPN). Therefore, PPJB serves as a preliminary agreement instrument in land sale and purchase transactions.<sup>1</sup> The Binding Sale and Purchase Agreement (PPJB) provides legal certainty and protection to both parties. This document also outlines how obligations related to tax payments and other costs are divided, such as the Acquisition of Land and Building Rights Tax (BPHTB), Income Tax (PPh), notary fees, Land Deed Official (PPAT) fees, survey costs, and name transfer fees. Additionally, the PPJB includes provisions regarding breaches, sanctions, and termination. It provides a legal basis for the involved parties to demand fulfillment of obligations, refund of payments, or compensation if there is a deviation from the agreement.<sup>2</sup> The Binding Sale and Purchase Agreement (PPJB) is essentially an obligatory agreement that creates legal obligations for the parties to perform a specific act. It is prepared in the form of a notarial deed or a document drawn up by a notary to provide evidentiary weight and ensure certainty in the contractual relationship between the seller and buyer. While the PPJB is regarded as a "bridge" for parties who are not yet able to sign the Deed of Sale and Purchase (AJB), the use of a notarial PPJB can also give rise to legal issues when parties consider that the PPJB has the same function as the AJB as the basis for the transfer of land rights.<sup>3</sup>

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<sup>1</sup> Selamat Lumban Gaol, "Keabsahan Akta Perjanjian Pengikatan Jual Beli Tanah Sebagai Dasar Pembuatan Akta Jual Beli Tanah Dalam Rangka Peralihan Hak Atas Tanah Dan Penyalahgunaan Keadaan (Misbruik van Omstandigheden)," *Jurnal Ilmiah Hukum Dirgantara* 11, no. 1 (2020), <https://doi.org/10.35968/jh.v11i1.653>.

<sup>2</sup> Muhammad Rizki, Jum Anggriani, and Yoelianto, "Akibat Hukum Pembatalan Perjanjian Pengikatan Jual Beli Oleh Pengadilan Karena Wanprestasi Tanpa Ganti Rugi," *Jurnal Hukum Lex Generalis* 6, no. 9 (2025), <https://doi.org/10.56370/jhlg.v6i4.914>.

<sup>3</sup> Gunawan Widjaja and Samsuto, "Analisis Ketentuan Perjanjian Pengikatan Jual Beli (PPJB) Dalam Perspektif Hukum Perdata : Tinjauan Terhadap Aspek Keabsahan Dan Penyelesaian Sengketa," *Sinergi : Jurnal Riset Ilmiah* 1, no. 4 (2024): 252–60, <https://doi.org/10.62335/psn0p742>.

The phenomenon of multi-tiered PPJB in this study is understood as the consecutive creation of Binding Sale and Purchase Agreements (PPJB) by a notary for the same land object but with different parties. This often occurs, for example, when the first buyer has not yet signed the Deed of Sale and Purchase (AJB) or completed the certificate name transfer at the National Land Agency (BPN), but has already transferred their rights to another party through a subsequent PPJB. However, the signing of a PPJB can only be carried out by the seller who is legally listed as the right holder in the land certificate and the buyer. This aligns with the principle of publicity in land law, which requires that the authority to act regarding land is vested in the registered legal subject. Thus, it can be stated that the PPJB is not a tool for transferring land rights, but merely an initial agreement that binds the parties to conduct a sale and purchase transaction in the future. Legal transfer of land rights can only be carried out through an AJB prepared by a Land Deed Official (PPAT) and recorded at the land office in accordance with the provisions of Article 37 of Government Regulation Number 24 of 1997 concerning Land Registration.

This practice leads to several legal consequences. First, overlapping ownership claims occur because multiple buyers believe they hold rights to the same land. Second, the final buyer is usually the most disadvantaged party—even if they have paid in full, their ownership rights are not legally recognized. Third, disputes that arise are difficult to resolve because each party still refers to PPJB documents that are valid under civil law but not recognized by the land administration system. Fourth, this practice undermines the principles of legal certainty and publicity in national land law, as land rights should be openly ascertainable through the registration system. The Supreme Court, through Supreme Court Circular Letter (SEMA) Number 4 of 2016, has stated that buyers in good faith must be protected, especially if they have paid in full and taken possession of the land.<sup>4</sup> However, this protection is only temporary—serving as a measure to reduce the buyer's losses, not a legal basis to encourage the practice of multi-tiered PPJB. This means that without an AJB and

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<sup>4</sup> Haposan Sahala Raja Sinaga, "Penerapan Surat Edaran Mahkamah Agung Nomor 4 Tahun 2016 Dalam Sengketa Pembelian Tanah Yang Belum Terdaftar/Bersertifikat Di Pengadilan Negeri Tanjung Balai," *Honeste Vivere* 33, no. 2 (2023): 130–41, <https://doi.org/10.55809/hv.v33i2.250>.

registration, land rights are not legally valid. The validity of a PPJB only applies within civil law relationships, and the final buyer is in a weak position as they do not acquire rights to the property. The legal status of a PPJB is not officially recognized as a basis for transferring rights.

Several previous studies have examined the Binding Sale and Purchase Agreement (PPJB) as a preliminary agreement in land sale and purchase transactions, generally affirming that the PPJB is a valid obligatory agreement as long as it meets the requirements for a valid contract as stipulated in Article 1320 of the Indonesian Civil Code (KUHPerdata).<sup>5</sup> In addition, previous studies have also focused more on the role of notaries in drafting PPJBs, including their responsibility to uphold the principle of prudence and ensure that PPJBs are not misused as a substitute for AJBs.<sup>6</sup> There are also previous studies that have discussed multi-tiered PPJBs, but they focused on the legal consequences for AJBs prepared based on multi-tiered PPJBs and power of attorney (kuasa mutlak).<sup>7</sup> In contrast, this study differs from previous research, as it not only examines the validity of PPJBs from a civil law perspective but also links it to land law principles such as the principles of publicity, legal certainty, and land registration. Thus, this study focuses on multi-tiered notarial PPJBs that are valid as obligatory agreements, yet their validity and status are limited and cannot serve as a basis for transferring land rights through sale and purchase.

This study aims to analyze the legal status of multi-tiered notarial PPJBs within the land law system, particularly regarding the mechanism for transferring land rights. Additionally, the urgency of this research lies in the increasing practice of land sales and purchases conducted using PPJBs without immediate follow-up with an AJB before a PPAT, which potentially gives rise to disputes and legal uncertainty –

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<sup>5</sup> Gusti Bagus Gilang Prawira, Yosafat Prasetya Nugraha, and Agus Sugiarto, “Kedudukan Hukum Akta Perjanjian Pengikatan Jual Beli (PPJB) Dalam Transaksi Jual Beli Tanah,” *Jurnal Education and Development Institut Pendidikan Tapanuli Selatan* 11, no. 1 (2023): 270.

<sup>6</sup> Chintia Ayala Brigays, Benny Djaja, and M Sudirman, “Kewenangan Dan Pertanggungjawaban Notaris Dalam Pembuatan Perjanjian Pengikatan Jual Beli Tanah: Implikasi Terhadap Kepastian Hukum Dan Perlindungan Hukum Para Pihak,” *Equality: Journal of Law and Justice* 2, no. 2 (2025): 290–303.

<sup>7</sup> Nailu Vina Amalia, “Jual Beli Tanah Dalam Hukum Tanah Atas Akta Perjanjian Pengikatan Jual Beli Bertingkat Yang Dibuat Oleh Notaris,” *Notaire* 4, no. 2 (2021): 217–34, <https://scholar.archive.org/work/xpy3ujmo2zdilb2jz5uovcu2eq/access/wayback/https://ejournal.unair.ac.id/NTR/article/download/26119/pdf>.

especially for the final buyer in the chain of agreements. Based on the above description, it is hoped that a more comprehensive understanding will be obtained regarding the legal position of multi-tiered PPJBs, legal protection for parties acting in good faith, and recommendations for regulatory updates to ensure certainty and justice in the land rights transfer mechanism.

## METHODOLOGY

This study uses a normative juridical legal approach—a research method focused on applicable legal norms, such as legislation, legal principles, and court decisions. In this study, the term "multi-tiered PPJB" is derived from a case in Court Decision Number 113/Pid.B/2024/PN Btg. The research employs a statutory approach, examining applicable laws including the Indonesian Civil Code (KUHPerdata), Law Number 5 of 1960 concerning the Basic Agrarian Law (UUPA), Government Regulation Number 24 of 1997 concerning Land Registration (which has been revoked by Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Apartment Units, and Land Registration). Additionally, this study uses a conceptual approach, applying legal concepts such as the principle of agreements, the principle of freedom of contract, the principle of legal certainty, and the principle of publicity. The legal materials used in this study include primary legal materials covering the KUHPerdata, UUPA, and Government Regulation 24 of 1997 as amended by Government Regulation 18 of 2021, as well as secondary legal materials including civil law and land law literature, expert doctrines, and relevant law journals.

## RESULT AND DISCUSSION

### **The Legal Status of the Binding Sale and Purchase Agreement (PPJB) in Multi-Tiered Sales and Purchases**

A contract is a legal act by which one or more parties bind themselves to carry out an agreed-upon matter. Such an agreement is an obligation to fulfill a performance that has been agreed between the parties. Contract law in Indonesia is open in nature—

meaning any legal subject may enter into a contract containing any provisions with any party, provided it does not violate public order and morality.<sup>8</sup> Article 1338 of the Indonesian Civil Code (KUHPerdata) states that all validly made contracts shall be binding as law for the parties that enter into them. "Validly made" refers to the requirements that must be met for an agreement to be recognized as legally valid.

The requirements for a valid contract are set out in Article 1320 of the Indonesian Civil Code (KUHPerdata), covering agreement of the parties, capacity, a specific subject matter, and a lawful cause. The parties' agreement must reach a consensus without coercion, error, or fraud. Contractual capacity means the parties must be legally competent—i.e., aged 18 years or older, or married; not under guardianship; and not prohibited by law from entering into contracts. If agreement or capacity is not met (e.g., due to vitiated consent or one party being incompetent), the contract may be revoked. The third requirement is a specific subject matter, meaning the object of the contract must be clear and determinable to ensure the agreement is not ambiguous and can be enforced. The fourth requirement is a lawful cause, meaning the content and purpose of the contract must not conflict with law, morality, or public order.<sup>9</sup> If the latter two requirements are not met, the contract is null and void by law. Thus, a validly made contract is one that fulfills all the validity requirements under Article 1320 of the Indonesian Civil Code (KUHPerdata), and therefore carries binding legal force as law for the parties that enter into it.

One of the agreements commonly used by the public is the Binding Sale and Purchase Agreement (PPJB). The PPJB is a legal document frequently used in land rights transfers or land sale and purchase transactions in Indonesia. Under Indonesian law, the PPJB is recognized as a preliminary agreement preceding the Deed of Sale and Purchase (AJB), which is prepared by a Land Deed Official (PPAT).<sup>10</sup> Thus, it can be

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<sup>8</sup> Romario Saisab, "Kajian Hukum Penerapan Asas Kebebasan Berkontrak Dalam Perjanjian Baku," *Lex Privatum* 9, no. 6 (2021), <https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/34816>.

<sup>9</sup> I Dewa Ayu Sri Ratnasariningsih and Cokorde Istri Dian Laksmi Dewi, "Sahnya Suatu Perjanjian Berdasarkan Kitab Undang-Undang Hukum Perdata," *Jurnal Risalah Kenotariatan* 5, no. 1 (2024): 11–18, <https://doi.org/https://doi.org/10.29303/risalahkenotariatan.v5i1.204>.

<sup>10</sup> Afdal Aperta Safatullah and Mahli Adriaman, "Urgensi Perjanjian Pengikatan Jual Beli Dalam Menjamin Perlindungan Hukum Bagi Penjual Dan Pembeli Dalam Transaksi Tanah," *Iuris Notitia* 3, no. 1 (2025): 31–35, <https://doi.org/https://doi.org/10.69916/iuris.v3i1.228>.

said that the PPJB is an agreement used to facilitate land rights transfers when an AJB cannot yet be prepared due to outstanding payment or administrative processes. The PPJB is chosen by parties involved in land sale and purchase transactions for several reasons—for example, full payment for the property cannot be made upfront, even though the requirement for preparing an AJB is that payment must be made openly and in cash. Additionally, the PPJB is selected because administrative documents related to the property cannot yet be completed, such as tax payments and other requirements that must be processed at the National Land Agency (BPN).<sup>11</sup>

The PPJB is prepared by a notary and is an authentic deed. An authentic deed is a document drawn up by or in the presence of an authorized public official, in a form specified by law, and at the location where the deed is made.<sup>12</sup> The PPJB is a type of party deed (akta partij)—a document prepared by a notary based on information or statements provided by the parties, which is then signed in the presence of that notary.<sup>13</sup> The position of the PPJB in the process of transferring land rights is a supportive agreement that functions as an obligatory contract, i.e., a contract in which the parties agree to bind themselves to transfer an item to another party. Thus, even though a PPJB has been made, it does not result in the transfer of ownership rights to the land from the seller to the buyer.<sup>14</sup> Thus, it can be said that the PPJB is temporary in nature—meaning it binds the parties only temporarily while awaiting the AJB, which will later be prepared before a PPAT. The PPJB only serves as the basis for the seller's obligation to hand over the property to the buyer and the buyer's obligation to pay the price. However, legal ownership remains with the seller until the AJB is executed.<sup>15</sup>

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<sup>11</sup> Jihaan Nabila Zula, “Transaksi Peralihan Hak Atas Tanah Dan/Atau Bangunan Dalam Perjanjian Pengikatan Jual Beli (PPJB),” *Unes Journal of Swara Justisia* 8, no. 2 (2024), <https://doi.org/10.31933/my9e8v54>.

<sup>12</sup> Ali Arben and Andrew Shandy Utama, “Kedudukan Akta Notaris Sebagai Akta Autentik Dalam Hukum Perdata Berdasarkan Undang-Undang Jabatan Notaris,” *Andrew Law Journal* 3, no. 1 (2024): 1–11, <https://doi.org/10.61876/alj.v3i1.26>.

<sup>13</sup> Adela Destaliya and Mohamad Fajri Mekka Putra, “Timjauan Yuridis Atas Kewajiban Notaris Dalam Membacaan Akta Notaris Dan Implikasi Hukumnya (Studi Putusan Mahkamah Agung Nomor 351 PK/Pdt/2018),” *Jurnal Ilmu Hukum : The Juris* 6, no. 1 (2022): 70–79, <https://doi.org/10.56301/juris.v6i1.418>.

<sup>14</sup> Gunawan Widjaja, Karunia Ilham Karim, and Dheas Syahreza Muslim, “Perjanjian Penyerahan Sebagai Perjanjian Ikutan Atau Kewajiban,” *Jurnal Cakrawala Ilmiah* 1, no. 6 (2022), <https://doi.org/10.53625/jcijurnalcakrawalailmiah.v1i6.1505>.

<sup>15</sup> Ary Kareliana et al., “Analisis Kedudukan Hukum Perjanjian Perikatan Jual Beli (PPJB) Dalam Proses Pendaftaran Peralihan Hak Atas Tanah,” *Pediaqu : Jurnal Pendidikan Sosial Dan Humaniora* 3, no. 1 (2024): 3349–62.

In practice, PPJBs are also often used to transfer land rights from a first buyer to a second buyer—referred to as multi-tiered PPJBs in this article. In the context of multi-tiered PPJBs, for example, the first buyer transfers their position to the second buyer without involving the original seller or landowner. Such PPJBs are highly dependent on meeting the validity requirements set out in Article 1320 of the Indonesian Civil Code (KUHPerdata). Agreement must be reached without coercion, fraud, or error, while contractual capacity requires the parties to be legally competent. Furthermore, the property being sold must be clearly defined—such as by land or building identification and price. As for lawful cause, the sales agreement must not conflict with law or public order. If any requirement is not met, the PPJB may be revoked or declared null and void by law, as several studies affirm that PPJBs are merely obligatory contracts, not instruments for transferring rights.

Under Article 1320 of the Indonesian Civil Code (KUHPerdata), there are four requirements that must be met for a valid contract. In the context of multi-tiered PPJBs, the requirements related to contractual capacity and lawful cause are closely linked to the authority of the party acting as the seller. If the party signing the second PPJB is not the legal owner of the land, is not the owner whose name is listed on the land certificate, or can be said to lack valid authorization from the owner, they are not entitled to sign the PPJB.<sup>16</sup> This condition results in the "lawful cause" requirement not being fulfilled, because the rights to the promised object cannot be legally transferred—since, as explained earlier, a PPJB is only an obligatory contract and does not cause land rights to be transferred. Thus, even if there is an agreement and the land object is clearly defined, a multi-tiered PPJB still risks being null and void by law because it is signed by a party without legal authority to act as the seller. This is reinforced by Article 32 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration (PP 24/1997), which states that land rights transfers may only be registered if proven by a deed prepared by a PPAT. Therefore, a PPJB does not effect a transfer of

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<sup>16</sup> Matthew Setiabudhi, Priskila Pratita Penathika, and Chairunnisa Said Selenggang, "Analisis Peralihan Hak Atas Tanah Berdasarkan Akta Kuasa Menjual Palsu (Studi Putusan Pengadilan Negeri Jakarta Selatan Nomor 157/Pid.B/2022/PN JKT.SEL)," *Indonesian Notary* 5, no. 2 (2024), <https://scholarhub.ui.ac.id/cgi/viewcontent.cgi?article=1431&context=notary>.

rights and only binds the parties to their promise.<sup>17</sup> This provision reflects the application of the principles of publicity and legal certainty in land law, which aim to ensure that every transfer of land rights receives adequate legal protection.

The PPJB holds a distinctly different position from the AJB under both Indonesian civil law and land law, particularly when viewed in terms of its nature, function, and legal consequences. As stated in the earlier explanation, the PPJB is an obligatory contract – meaning it only creates a binding relationship between the parties. Under a PPJB, the seller binds themselves to transfer the land to the buyer, while the buyer promises to pay the price. Even though the PPJB is in the form of an authentic deed, the transfer of rights can only occur through an AJB prepared before a PPAT and subsequently registered with the National Land Agency (BPN). This is affirmed in Article 37 paragraph (1) of Government Regulation Number 24 of 1997 (PP 24/1997).<sup>18</sup> The PPJB is only temporary, pending the AJB which serves as the formal instrument for transferring rights. This position aligns with the theory that distinguishes between law of obligations and property law. The PPJB falls solely within the realm of obligations, while the AJB functions as a formal requirement for transferring rights. Thus, it can be stated that the PPJB cannot be positioned as equivalent to the AJB.

Under Article 1338 of the Indonesian Civil Code (KUHPerdata), the principle of freedom of contract does allow parties to enter into any agreement, including clauses for multi-tiered land rights transfers. However, this freedom is still limited by good faith, reasonableness, and public order. If a PPJB eliminates the obligation to prepare an AJB or legitimizes the transfer of rights solely through a PPJB, such clauses conflict with the law and risk being null and void by law. In contrast, an AJB prepared and signed before a PPAT is not merely a product of freedom of contract alone – it is a formal requirement stipulated by law to ensure legal certainty in land rights transfers. Thus, even though multi-tiered PPJBs may be executed, they will not effect a transfer of rights

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<sup>17</sup> Arief Rahman et al., “Analisis Hukum Kekuatan Mengikat Perjanjian Pengikatan Jual Beli (PPJB) Tanah,” *Jurnal Fundamental Justice* 6, no. 1 (2025): 101–16, <https://doi.org/10.30812/fundamental.v6i1.4885>.

<sup>18</sup> Imelda Imelda et al., “Kekuatan Hukum Akta Notaris Dan PPAT Dalam Peralihan Hak Atas Tanah Belum Terdaftar Pada Akta Jual Beli Dan Perjanjian Pengikatan Jual Beli,” *Almufi Jurnal Sosial Dan Humaniora* 2, no. 2 (2025), <https://almufi.com/index.php/ASH/article/view/483>.

until an AJB is prepared and registered with the land office. Therefore, Article 1338 of the KUHPerdata on the principle of freedom of contract should not be interpreted in absolute terms, but must be placed within the framework of the land law system.

The difference in the legal status of multi-tiered PPJBs and AJBs can also be seen from the perspective of legal certainty. Although the PPJB is an authentic deed prepared by a notary, its status remains that of a party deed – meaning the material truth of the deed applies only to the parties who provided the statements and it does not have executory force.<sup>19</sup> Meanwhile, the AJB is an official deed that has direct legal consequences for the transfer of land rights, and simultaneously serves as a requirement for registering the rights transfer with the National Land Agency (BPN). The legal effect of the AJB is that ownership rights are established for the buyer once registration is completed, whereas the PPJB only creates a relative right in the form of a claim for the immediate preparation of the AJB.<sup>20</sup> Thus, it can be stated that the legal status of the AJB is stronger than that of the PPJB – especially when compared to multi-tiered PPJBs. The AJB is not merely evidence of an agreement, but also a constitutive instrument for the transfer of land rights. Multi-tiered PPJBs have weaknesses that make them prone to causing disputes for buyers. Conversely, the AJB provides legal certainty and protection of land rights as it is followed by registration with the National Land Agency (BPN).

### **Multi-Tiered Binding Sale and Purchase Agreement as a Basis for Rights Transfer**

Land rights transfer under Indonesia's legal system is a legal event governed by very strict regulations, as it concerns legal certainty and protection of ownership rights. Under Law Number 5 of 1960 concerning the Basic Agrarian Law (UUPA), every land right is characterized as a right that can be transferred to another party, whether

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<sup>19</sup> Andi Hermawan, Endang Purwaningsih, and Chandra Yusuf, "Keabsahan Akta Perjanjian Pengikatan Jual Beli (PPJB) Yang Objeknya Masih Dalam Sengketa Di Pengadilan," *Journal Syntax Idea* 6, no. 09 (2024): 3906–24, <https://doi.org/https://doi.org/10.46799/syntax-idea.v6i9.4347>.

<sup>20</sup> Aminuddin Aminuddin, Arliyanda Arliyanda, and Irwansyah Irwansyah, "Perjanjian Pengikatan Jual Beli (PPJB) Sebagai Dasar Peralihan Hak Atas Tanah Dalam Perspektif Perdata Dan Administrasi Pertanahan," *Indonesian Journal of Intellectual Publication* 5, no. 1 (2024), <https://doi.org/https://doi.org/10.51577/ijipublication.v5i2.662>.

through sale and purchase, exchange, gift, inheritance, or other lawful means.<sup>21</sup> However, land rights transfer is not merely a matter of transferring rights; it must also meet formal requirements as stipulated in its implementing regulations. Article 27 paragraph (1) of Government Regulation Number 24 of 1997 (PP 24/1997) affirms that every transfer of land rights must be evidenced by a deed prepared by a Land Deed Official (PPAT). This is reinforced by Article 95 paragraph (1) of Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Apartment Units, and Land Registration (PP 18/2021), which stipulates that any transfer, encumbrance, or cancellation of land rights must be registered with the Land Office.<sup>22</sup> Furthermore, it is stated that for transfers due to sale and purchase, exchange, gift, contribution to a company, or division of joint rights, the evidence of transfer must be a PPAT deed. Based on this explanation, it can be concluded that the validity requirements for land rights transfer are not only determined by the contract validity requirements set out in Article 1320 of the Indonesian Civil Code (KUHPerdata), but must also meet formal requirements—namely, a PPAT deed as the official evidence recognized by the state through the land office to record and confirm the transfer of land rights.

The material requirements for land rights transfer must comply with the provisions of the Basic Agrarian Law (UUPA), meaning the parties and the object must be in accordance with national land law. The parties are those entitled to own the land—for example, Indonesian citizens or legal entities domiciled and established under Indonesian law.<sup>23</sup> If the parties do not meet the requirements, the land rights transfer may be deemed legally defective and can be revoked. Meanwhile, the object refers to a plot of land with a clear, registered right status and no ongoing disputes. Thus, land

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<sup>21</sup> Lamhot Hutahaean, “Eksistensi Penerapan Hukum Terhadap Peralihan Hak Pengusahaan Tanah Ditinjau Dari Undang-Udang Pokok Agraria Nomor 5 Tahun 1960 Dalam Rangka Pendaftaran Tanah Pertama Kali,” *Law and Communication Journal* 1, no. 1 (2025), <https://journalsjam.com/lcj/article/view/8>.

<sup>22</sup> Putri Maufiroh, Bagus Renata Rachman, and Ety Purnaningrum, “Kajian Hukum Terhadap Inkonsistensi Vertikal Peraturan Pemerintah Nomor 18 Tahun 2021,” *Jurnal Education and Development Institut Pendidikan Tapamli Selatan* 9, no. 4 (2021): 191–96, <https://download.garuda.kemdikbud.go.id/article.php?article=2450181&val=13041&title=KAJIAN%20HUKUM%20TERHADAP%20INKONSISTENSI%20VERTIKAL%20PERATURAN%20PEMERINTAH%20NOMOR%2018%20TAHUN%202021>.

<sup>23</sup> Tuti Susilawati Kartadimadja and Janet Elizabeth Tenges, “Analisis Keabsahan Kepemilikan Tanah Oleh Orang Asing Di Indonesia,” *Pakuan Law Review* 6, no. 1 (2020): 28–52, <https://download.garuda.kemdikbud.go.id/article.php?article=2170443&val=15507&title=ANALISIS%20KEABSAHAN%20KEPEMILIKAN%20TANAH%20OLEH%20ORANG%20ASEAN%20DI%20INDONESIA%20STUDI%20KASUS%20NOMOR%209PTG2018PNSKB>.

whose ownership is only evidenced by a *girik* (traditional land certificate) cannot be transferred without undergoing a registration process first.<sup>24</sup> Meanwhile, the formal requirement for land rights transfer through a PPAT is of significant importance, as it constitutes the implementation of the principles of publicity and specialty in land law. The principle of specialty means that land rights only obtain full legal force after being registered at the land office. This principle requires every land right to be clearly identifiable in terms of both its boundaries and location. Without meeting this requirement, the land rights transfer will lack legal certainty.

In addition to meeting material and formal requirements, a more important aspect of land rights transfer is carrying out the transfer in accordance with established administrative procedures. Once the AJB is prepared by the PPAT, the deed must be registered with the Land Office so that the change in rights holder is recorded in the land register and the land certificate is updated in the new owner's name. This process affirms that the rights transfer is not sufficient to stop at the PPAT deed alone, but must be followed by registration to realize the principle of land registration that guarantees legal certainty. In practice, cases are often found where the AJB has been prepared but not registered promptly, leading to disputes over who the legal owner of the land is. This demonstrates the importance of synchronizing PPAT deeds with the land registration system.

Transfers of land rights through sale and purchase, exchange, gift, contribution to a company, and similar legal acts may only be registered if evidenced by a PPAT deed. If the transfer is through sale and purchase, an AJB must be in place. Thus, the formal requirements for rights registration affirm that an AJB prepared before a PPAT is the sole legal basis for rights transfer that can be recorded in the land registration system. Meanwhile, even if the PPJB is in the form of an authentic deed, it only holds the status of an obligatory contract that creates rights and obligations between the parties—not a contract that effects the transfer of land rights. Therefore, it can be stated that multi-tiered PPJBs cannot serve as a basis for registering rights transfers, as their nature is

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<sup>24</sup> Rahmat Ramadhani, "Pendaftaran Tanah Sebagai Langkah Untuk Mendapatkan Kepastian Hukum Terhadap Hak Atas Tanah," *Jurnal Sosial Dan Ekonomi* 2, no. 1 (2021), <https://doi.org/10.55357/sosek.v2i1.119>.

merely that of a preliminary agreement. A PPAT deed or AJB is an absolute requirement for the validity of rights transfers under land law.

Multi-tiered PPJBs have emerged due to practical needs within society. Many first buyers do not immediately complete title transfer or prepare an AJB for administrative reasons—for example, the certificate is still under collateral, the land is still in the process of being subdivided, or taxes have not yet been paid. In such situations, the first buyer still wishes to transfer the land to a second buyer, so they again use a PPJB as the basis for the sale and purchase transaction. From a legal standpoint, this creates issues of legal certainty because the principles of publicity and specialty are not fulfilled. The land office cannot record a rights transfer based solely on a PPJB, as there is no authentic evidence to prove that the land rights transfer was carried out legally.<sup>25</sup>

The position of the second buyer in a multi-tiered PPJB is a critical issue in Indonesian land law practice, as it concerns legal protection and certainty of land rights. Normatively, a PPJB is only a preliminary agreement that binds the parties to subsequently proceed with a Sale and Purchase Deed (AJB) prepared before a PPAT—this serves as the legal basis for rights transfer under the Basic Agrarian Law (UUPA), Government Regulation No. 24 of 1997, and Government Regulation No. 18 of 2021. Thus, the final buyer in a multi-tiered PPJB does not actually obtain full ownership rights to the land, because the name recorded on the certificate or land register remains that of the previous rights holder or the original seller. This situation can create problems when the original seller, still listed as the certificate holder, potentially transfers the land to another party—leaving the final buyer at risk of losing their claim even if full payment has been made.

Legal protection for the final buyer in a multi-tiered PPJB cannot be guaranteed, as the Basic Agrarian Law (UUPA) and its implementing regulations adhere to the principle of publicity—meaning land rights are only legally recognized if registered at the land office and recorded in the land register. In the event of a dispute, the holder of the

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<sup>25</sup> Arman Reza Fadillah, “Pentingnya Pencatatan Tanah Terkait Status Kepemilikan Hak Atas Tanah Dalam Peralihan Hak Milik Atas Tanah (Studi Putusan Pengadilan Negeri Denpasar Nomor 592/Pdt.G/2019/ PN DPS),” *Indonesian Notary* 4, no. 1 (2022), <https://scholarhub.ui.ac.id/notary/vol4/iss1/38/>.

legal certificate will have a stronger position compared to the final buyer who only holds a PPJB. This creates a dilemma: while civil law provides contractual protection, land law emphasizes administrative certainty. As a result, the final buyer is in a vulnerable position—on one hand, they have the right to demand the seller fulfill their obligations, but on the other hand, they still risk losing the land if the rights transfer is not formalized promptly.<sup>26</sup>

In cases of multi-tiered PPJBs where the land rights holder signs a PPJB with a first buyer, and the first buyer subsequently enters into a second PPJB with a second buyer without involving the rights holder listed on the certificate or land register, this creates complex issues regarding the validity and legal position of the second buyer. Normatively, land rights can only be transferred through an AJB prepared before a PPAT between the legal landowner (the rights holder whose name appears on the certificate) and the buyer. Thus, the second PPJB—only involving the first and second buyers—lacks a strong legal basis, because the first buyer is not yet a land rights holder, but merely has the right to demand that the original seller complete the sale and purchase through an AJB. This means the first buyer has no legal authority to bind the land to another party, so the second PPJB legally only creates an obligatory relationship between the first and second buyers, rather than a binding relationship with the legal rights holder.

Further analysis shows that the second buyer is in a vulnerable position, as their rights are not recognized by agrarian law as a basis for land rights transfer. In the event of a dispute, the second buyer cannot demand recognition of ownership rights from the land certificate holder—they can only claim damages or demand performance of obligations from the first buyer. Courts in several rulings related to PPJBs have affirmed that a binding sale and purchase agreement cannot replace the AJB as a formal requirement for rights transfer. Thus, multi-tiered PPJBs structured in this way risk harming the final buyer, as they do not receive legal protection as a legitimate

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<sup>26</sup> Ahmad Zulfikar, Syahruddin Nawi, and Dwi Handayani, “Perlindungan Hukum Terhadap Pembeli Dalam Perjanjian Pengikatan Jual Beli Tanah Yang Objeknya Dijual Kembali Oleh Penjual Ke Pembeli Lain,” *Lex Philosophy* 5, no. 2 (2024): 1290–1304, <https://mail.pasca-umi.ac.id/index.php/jlp/article/view/1900>.

land rights holder. This type of case underscores the importance of caution in land sale and purchase practices, while reaffirming the principle of legal certainty in the UUPA and PP 18/2021 – which only recognize rights transfers through formal mechanisms involving the legitimate owner and registration at the land office.

Alternative legal solutions to strengthen protection for parties involved in multi-tiered PPJB practices can be pursued through several steps. First, it is important to ensure the involvement of the legitimate land rights holder (the name listed on the certificate) in every land-binding agreement. This way, the PPJB created is not only obligatory between intermediary parties but also has direct legitimacy from the rightful owner. The presence of the rights holder in the deed will strengthen the legal position of subsequent buyers while reducing the risk of future disputes. Second, reinforcement through notaries/PPATs is essential – by emphasizing that every PPJB should be set out in an authentic deed containing legal protection clauses for buyers, such as a clause prohibiting further transfer without the original seller's consent, or a clause mandating the immediate execution of an AJB once certain conditions are met.

A more progressive solution is to encourage the second or final buyer not to rely solely on the PPJB, but to also enter into a novation or new agreement directly with the land rights holder. This can be done by transferring rights and obligations from the first buyer to the second buyer with the explicit consent of the landowner. This approach will clarify the final buyer's legal position as the legitimate party entitled to demand the preparation of an AJB. Additionally, regulations can be strengthened through administrative policies – for example, by implementing a mechanism to register binding sale and purchase agreements at the land office as a form of temporary legal protection. This way, buyers have administrative evidence that can reduce the risk of losing their rights. With this combination of measures, legal protection for all parties – especially the final buyer – will be better guaranteed, without compromising the principle of legal certainty as stipulated in the UUPA and PP 24/1997.

## CONCLUSION

A PPJB is only obligatory in nature – it creates rights and obligations between parties but cannot serve as a basis for land rights transfer. This is because a valid rights transfer can only be carried out through an AJB prepared before a PPAT and registered at the land office, in accordance with the UUPA, Government Regulation No. 24 of 1997, and Government Regulation No. 18 of 2021. In practice, a multi-tiered PPJB remains valid under civil law as long as it meets the requirements of Article 1320 of the Indonesian Civil Code (KUHPerdata). However, this validity is limited to the contractual relationship between the parties who signed the agreement, and not as an instrument for transferring ownership rights. Consequently, the final buyer in a multi-tiered PPJB is in a vulnerable position – they do not automatically acquire land rights even if full payment has been made, and can only claim breach of contract or damages from the intermediary seller. Thus, the validity of a multi-tiered PPJB must be understood as limited: it is valid as an obligatory agreement, but not valid as a basis for rights transfer. Therefore, regulatory and notarial practices need to be strengthened to ensure that every PPJB directly involves the land rights holder, in order to guarantee legal certainty and provide optimal protection for bona fide buyers.

As recommendations to prevent disputes in multi-tiered PPJB practices, notaries should ensure the direct involvement of the land rights holder in every agreement and add protective clauses – such as a prohibition on transfer without the legitimate owner's consent or an obligation to proceed to an AJB within a specified timeframe. For buyers, it is important to verify the land's status, including checking the certificate at the land office and confirming that the seller is indeed the legitimate rights holder. Meanwhile, for regulators, stronger rules are needed – for example, mandating the registration of PPJBs at the land office as temporary administrative evidence, and clarifying restrictions on the use of PPJBs to prevent their misuse as a tool for layered sales and purchases. With these measures, legal protection for bona fide buyers can be better guaranteed while also supporting legal certainty in land rights transfers.

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## COMPETING INTEREST

There is no conflict of interest in the publication of this article.

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