
AUTHORITY OF LAND DEED OFFICERS ON SALE AND PURCHASE BINDING AGREEMENTS FOR CERTIFICATE RETURN PROCESS

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Abstract

An agreement is a civil event that gives rise to rights and obligations for the parties who have agreed in the agreement. Human nature as a creature is destined to always try to maintain its existence to be sustainable. For this reason, humans will always try to fulfill their life needs without stopping for a moment. An agreement that has been agreed between the parties together, partly formed through an agreement and consciously and binding on the parties desired by those who wrote it. The agreement is a civil event contains the rights and obligations of the parties.

Introduction

An agreement is said to be valid if there is an agreement between the parties (Born, 2021). In practice, the binding sale and purchase agreement (hereinafter referred to as PPJB) of land (Danaparamita & Fadhillah, 2021) and buildings is generally made in the form of a notarial deed if the required conditions are complete and made before a notary (Nuhriwin & Sudirman, 2021). PPJB is an authentic deed that has legal and perfect proof power (Hijriyani, Salim, & Muhaimin, 2019). This is intended by the Notary so that the parties get legal protection (Lubis & Ramadhani, 2021) and legal certainty for those who (Dionysiou, 2021). Therefore, the Notary in making the deed is impartial and impartial so that he can maintain the interests of the parties objectively (Perwitasari & Fairina, 2021). Notary assistance to parties who in the form of a PPJB deed has received assistance in formulating the clause to be agreed upon (Madaninabawi & Hafidz, 2021). An agreement cannot always run according to the agreement that has been agreed upon by the parties (Arifin & Hidayat, 2021).

An agreement is a civil event that gives rise to rights and obligations for the parties who have in the agreement (Marpi, Endaryono, & Noviani, 2021). Human nature as a creature is destined to always try to maintain its existence to be sustainable (Shareef et al., 2021). For this reason, humans will always try to fulfill their life needs without stopping for a moment (Coyne et al., 2021). An agreement that has been agreed between the parties together, partly formed through an agreement and consciously and binding on the parties desired by those who wrote it. The agreement is a civil event contains the rights and obligations of the parties.

PPJB is a reciprocal agreement between the parties who have following the agreement. A reciprocal agreement is an agreement for the parties who assume their respective obligations and responsibilities and must be fulfilled. Which obligations must be fulfilled between the seller and the buyer.

The birth of the Sale and Purchase Agreement as a result of the meeting of offer (offerte) and acceptance resulted in the parties, sellers and buyers, having become

mutually bound to one another, so it is not allowed to break from what has been agreed. If at this stage there are those who deny, while the other party is not willing, a lawsuit can be submitted by the person concerned to the court according to the procedure.

Article 1868 of the Civil Code (hereinafter referred to as *Burgerlijk Wetboek* or abbreviated BW) provides limits on the elements referred to by authentic deeds, namely:

1. The deed must be made by (door) or before (ten overstrain) a public official;
2. The deed must be made in the form determined by law;
3. Public employees (public officials) by or before whom the deed was made, must have the authority to make the deed.

In the implementation of Article 1868 of the Civil Code, the legislator must pay attention to the laws and regulations to appoint public officials who are authorized to make authentic deeds and therefore Notaries are appointed as such officials based on the Notary Position Regulations and the Act. notary position law (Adjie, 2013).

PPJB in practice is often made in the form of an authentic deed made before a Notary so that the PPJB Deed is an authentic deed that has perfect evidentiary power. This is intended by the parties to provide more protection and legal certainty for the parties who make it. Because the Notary in making the deed is impartial and maintains the interests of the parties objectively. With the help of a Notary, the parties who make the Sale and Purchase Binding Agreement will get assistance in formulating the things that will be agreed upon. However, an agreement does not always run according to the agreement desired by the parties.

The basis for appointment as Land Deed Making Official (or also called Land Titles Registrar) is the Decree of the State Minister of Agrarian Affairs or the Head of the National Land Agency dated June 2, 1998 Number 8-XI-1998 concerning Appointment of Land Deed Making Officials and Designation of Working Areas. In particular, the existence of PPAT is regulated in PP No. 37 of 1998 concerning PPAT position regulations. PPAT carries out part of the land registration activities with the task of making an authentic deed as evidence that certain legal actions have been taken regarding land rights or Ownership Rights to Flat Units which are used as the basis for registering changes in land registration data caused by legal actions in the specified work area. by the government (absolute competence) i.e. a district or city in one area with the working area of the land office. Based on the description above, the author is interested in knowing the role of PPAT in terms of guaranteeing legal certainty in buying and selling land, because many people tend to make underhand deeds because it is cheaper and the process easier.

Research Method

This research method uses qualitative research. This study did not use a sample because it was collected through a theoretical study. This research was conducted in Surabaya in December 2021.

Result and Discussion

PPJB Was Used As The Basis Of The Land And Building Buying Process

Sale and Purchase Binding Agreement is one way to bind between the seller and the buyer. The existence of PPJB is very necessary for the seller and the buyer. A notary as a public official has the authority to make an authentic deed requiring a proof function, PPJB needs help in proving the deed, because, with this deed, the parties have agreed to PPJB is a concept to bind the seller and the buyer to make transactions in the process of transferring land and building rights. PPJB itself has some special things in each clause of each deed, so not every PPJB has the same clause (Nuhriwin & Sudirman, 2021).

The process of buying and selling land and buildings already has civil rights that have occurred at the time of signing the PPJB deed, but for registration requirements to the Land office if the payment is complete. The basic concept of the transfer of rights in land and building transfer transactions is in a clear way or in cash. Terang means that it is done openly, which means that the object and subject are the owners, complete with legal documents and proof of ownership. Cash means that it is paid directly and the payment is made at the time of signing the PPJB deed. PPJB is a process of transferring property rights from the seller to the buyer by exchanging their achievements with each other.

If the form is that PPJB has not been paid in full, then there is no Power to Sell, except for the requirements for fulfilling an obligation. Meanwhile, if the payment in terms of the purchase of land and buildings has been paid off and the PPJB is paid off, then it also includes the Authorization to Sell, where the seller gives full power to the buyer. If all the requirements have been met for the transfer of name process, without the need for presence and the seller has given power of attorney for the registration process for the name transfer of the certificate on behalf of the buyer at the office of the National Land Agency (hereinafter referred to as BPN) through PPAT.

The existence of PPJB is very helpful for the community as the basis for the process of buying and selling land and buildings (Danaparamita & Fadhilah, 2021), therefore the process of transferring rights can occur (McMillan, 2021). According to the Civil Law, Sale and Purchase is one type of agreement/commitment contained in Book III of the Civil Code concerning Engagement. In the case of sale and purchase of land, as stated in Article 1457, the sale and purchase is an agreement, whereby one party binds himself to submit an object and the other party pays the promised price.

PPAT'S Authority To Conduct The Process For Changing The Name Of Land Certificates

The registration process for the transfer of the name of the certificate is carried out in front of the Land Deed Making Officer (hereinafter referred to as PPAT). The deed of sale and purchase that has been carried out based on PPJB and proxy, the PPAT can register registration at the BPN office with the blanks that have been provided and signed in full by the buyer. PPJB is a process of transferring property rights from the seller to the buyer by exchanging their achievements with each other.

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PPAT has the same functions and duties as a Notary, the function and task of PPAT is to produce deeds that have the same legal consequences in the eyes of the law, namely legal certainty. PPAT in his work must work professionally, reliable, understand, understand and master the law and legislation properly and correctly, especially regarding land law currently in force in Indonesia.

Land law is inherent in human life, especially in modern times facing the era of globalization. So what must be known and studied is the history of written (formal) land law that has been enforced on this archipelago . Therefore, PPAT is also very useful for the people in Indonesia, especially for recording registration of title transfer certificates or deed of sale and purchase, power of attorney for encumbering mortgages, deed of

encumbrance of mortgages, deed of grants, and deed of distribution of joint rights. In addition to recording registration, the Basic Agrarian Law also has purposes as stated in Number 5 of 1960, general explanations for number 1 are:

1. Lay the foundations for the preparation of a national agrarian law which will be a tool to bring prosperity, happiness and justice to the state and the people, especially the peasants, in the framework of a just and prosperous society
2. Laying the foundations for unification and simplicity in land law
3. Laying the foundations to provide legal certainty regarding land rights for the whole people.

PPAT is an official appointed according to a Government Decree, which is currently issued by BPN to represent one of the tasks of the State, namely making a deed before the parties required by the State related to the issuance of the implementation of land regulations and the registration of State assets (wealth), in the form of land and land. the process of serving the needs of the community (public service) in the field of civil law with land objects as stated in the LoGA. The important role of the PPAT is essentially its authority to make evidence regarding certain legal actions, especially the registration of transfer of names.

The PPAT position is a real (de facto) and legal (de jure) position, according to Government Regulation Number 10 of 1961, is a strategic position and is the spearhead of the government, but this professional position is not yet regulated in the organic law. Law has a good function if it fulfills the three elements of applicable legal force, namely juridical, sociological and philosophical. A PPAT must be professional because it tends to be problematic because of his thoroughness and knowledge of the law, especially civil law. PPAT must act or wear broad glasses to determine the needs of his client so that it can be stated in the PPAT deed or not, meaning that a PPAT can correctly assess, accept or reject the making of the deed by seeing, researching and assessing legal subjects, legal objects and supporting data.

PPAT is a position of trust that certifies legal actions by filling in the available blanks according to their respective functions. The main task of the PPAT is to ratify legal actions into PPAT deeds regarding the transfer of rights, transactions for mortgage rights over land and buildings, granting the power of attorney required by law. The PPAT works the area of the office where a PPAT is domiciled and is not allowed to serve or work outside the PPAT's area of authority. The duties and functions of the PPAT are part of the duties and functions of a Notary, meaning that the duties and authorities of the PPAT can be carried out by a Notary in the form of a deed regulated by the Notary Position Law.

Conclusion

Based on the discussion of the problems that have been analyzed, it can be concluded as follows: The official authorized in making the deed is the PPAT. PPAT by making a PPAT deed in an area where there is not enough PPAT. So if in an area two Land Deed Making Officials are recognized based on statutory regulations, it must also be seen that the origin and function of the office located. The legal consequence of the land sale and purchase agreement made before the Land Deed Making Officer (PPAT) is the emergence of an obligation and right between the parties, namely the seller and the buyer and the transfer of control of the land rights which is the object of the sale and purchase. The sale and purchase of land carried out before the Land Deed Making Officer (PPAT) is evidenced by the existence of a deed of sale and purchase, the deed of sale and purchase is one of the authentic deeds. The advice given by the government's participation in the regulation of land which includes regulations regarding the sale and

purchase of land and land registration at the National Land Agency (BPN) office must be accompanied by a good bureaucracy so that the process runs well.

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