



Fulfillment of the principle of up-to-date and open land registration through the recording of a sale and purchase binding agreement

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Abstract

The transfer of land rights through sale and purchase can only be registered if it is evidenced by a Sale and Purchase Deed (AJB) made by an authorized Land Deed Official (PPAT). There are several stages of preparation that are generally required to arrive at the execution of the deed. Sometimes it takes a long time to fulfill all the stages of making a sale and purchase deed, therefore the Sale and Purchase Bond Agreement (PPJB) is present as a solution to get around this situation. Referring to the applicable land registration provisions, the registration of transfer of land rights can only be proven by AJB. However, it is now possible for PPJB to be recorded on the land title certificate. This recording is useful as a means of notifying that a legal agreement has been made that binds the land object in question. Therefore, as long as there is still a record of the PPJB on the land object, the transfer of land rights can only be made to the party listed in the agreement. Using the normative research method, it can be described how the provision of PPJB recording can fulfill the principle of Up-to-date and Open which is adopted in the provisions of the National Land Registration.

Keywords: Principles, land registration, sale and purchase bond agreement

Introduction

Population growth in general always increases every time, with the growth of the population of course needed a place for them to live and do activities. Unlike the number of people who can always continue to grow, the availability of land to meet the needs of the population tends to remain fixed. The limited amount of land, as well as the need for the availability of land to support the sustainability of population activities, of course, makes the position of land increasingly attractive to be chosen as an investment instrument. Investment basically involves two things, namely spending now for the expectation of future gains and spending definitively for uncertain gains (Santoso, 2013)^[18]. Land as a promising investment asset is also supported by its position as a basic human need. If the availability of land is not able to meet all the demands of the growing population, then it can be a contributing factor to the increase in land prices which tend to increase every year. The factors causing the increase in land prices were explained by (Yustanti, 2012, p. 58)^[22], that the forces of supply and demand interact to influence the value of land as reflected by sales prices. In the short term, supply becomes very rigid, as land area cannot be increased quickly and drastically. Meanwhile, the need for land as a place to live or a place of business or as an investment item is getting closer to consumptive phenomena.

It has become a natural thing that the sale and purchase of land is easily found in the aspects of our lives, whether the sale and purchase is done for investment reasons or for reasons to fulfill basic human needs. National land law provides guidelines to oversee land buying and selling activities through Law No. 5/1960 on Basic Agrarian Principles (UUPA). It is said to be the Basic Agrarian Law because of its nature as a basic provision for national agrarian law that contains the principles and outlines of agrarian law. Basically, the purpose of the UUPA as written in the general explanation is to:

- a. lay the foundations for the formulation of a national agrarian law, which will be an instrument to bring prosperity, happiness and justice to the State and the people, especially the peasantry, within the framework of a just and prosperous society.
- b. set the foundations for unity and simplicity in land law.
- c. To provide legal certainty regarding land rights for the people as a whole.

UUPA does not provide an explicit definition of agrarian law, but from what is stated in the preamble, articles and explanations, it can be concluded that the notions of agrarian law and agrarian law are used in a very broad sense. The definition of agrarian includes the earth, water, and natural resources contained therein (Harsono, 2007, p. 6)^[8]. Referring to Black Law Dictionary, agraria is relating to land, or land tenure to a division of landed property (Gadner, 2004, p. 73)^[7]

It has been explained previously that UUPA is the basic provision for national agrarian law. For this reason, in terms of implementation, agrarian provisions are set out in various laws, government regulations and other legislation. In relation to the sale and purchase of land, the basic provisions are contained in Article 26 of UUPA, which basically states that sales and purchases intended to transfer property rights are supervised by Government Regulation. The government regulation in question was first presented through Government Regulation No. 10/1961 on Land Registration. Although PP No. 10/1961 does not fully explain the provisions on the transfer of rights due to sale and purchase, the provisions on the transfer of rights can be said to be subject to Article 19 which reads that every agreement that intends to transfer land rights must be proven by a deed made by and before an official appointed by the Minister of Agrarian Affairs. GR No. 10/1961 has been revoked by GR No. 24/1997 on Land Registration. In Government Regulation No. 24/1997 Article 37 paragraph (1) explicitly states that the transfer of land rights through

sale and purchase can only be registered if proven by a deed made by an authorized Land Deed Official (PPAT). The deed in question is a Sale and Purchase Deed which is used as the basis for registering changes to land registration data as recognized in Article 96 paragraph (1). Regulation of the Minister of Agrarian Affairs/Head of the National Land Agency Number 3 of 1997 concerning Provisions for the Implementation of Government Regulation Number 24 of 1997 concerning land registration Juncto Article 2 paragraph (1) of PP 37 of 1998 concerning Regulations on the Position of Land Deed Officials. Based on the provisions of sale and purchase described previously, the validity of land sale and purchase when viewed from the UUPA and PP No. 24 of 1997, the sale and purchase that is considered valid is the sale and purchase of land carried out in front of a PPAT or with an authentic deed authorized by an authorized official (Sakti & Budhisulistiyawati, 2020, p. 147) ^[17].

There are several stages of preparation that are generally required to arrive at the stage of executing a deed before a PPAT. As stipulated in Article 97 of Regulation of the Minister of Agrarian Affairs/Head of the National Land Agency No. 3 of 1997, before making a deed, the PPAT must first make an examination at the Land Office regarding the suitability of the certificate of land rights concerned with the existing registers at the local Land Office (BPN) by showing the original certificate. In case that the certificate is in the process of being processed by the BPN, checking the suitability of the certificate can only be done after the process has been completed. There is also a requirement for the seller and buyer to pay taxes as evidenced by evidence of the relevant tax deposit before the deed of sale is executed.

The Sale and Purchase Binding Agreement (PPJB) is a solution for the parties to get around the stages that cannot be fulfilled before the sale and purchase of land is stated in the deed of sale and purchase. According to Herlien Budiono as quoted (Putri, 2017, p. 6) ^[14], PPJB is an assistance agreement that functions as a free-form preliminary agreement. With the birth of PPJB, the seller and buyer can bind themselves to each other and can determine what rights and obligations are needed in order to achieve the main purpose aspired to, namely, the implementation of the Transfer of land rights as outlined in the deed of sale and purchase made before a PPAT, and then the deed is used as evidence of registration of the transfer of land rights at the Land Office.

The purpose of land registration as stated in PP 24 of 1997 Article 3 is to provide legal certainty and protection to right holders, to provide information to interested parties including the Government so that they can easily obtain the necessary data, and for the implementation of an orderly land administration. Efforts to curb the administration of land registration can be seen from the opening of space for interested parties to submit applications for recording PPJB on registered land to the Land Office, this is stated in Article 90 paragraph (1) of PP 18 of 2021 concerning Management Rights, Land Rights, Flat Housing Units, and Land Registration.

The main reason why the transfer of land rights due to sale and purchase needs to be registered is to provide legal certainty and protection to registered rights holders so that they can easily prove themselves as rights holders, and to provide information to interested parties so that they can

easily obtain the data needed in carrying out legal actions regarding registered land parcels. Through land rights certificates, right holders can easily prove their rights. Certificate according to PP Land registration is a certificate of proof of rights that applies as a strong evidentiary tool regarding the physical data and juridical data contained therein, as long as the physical data and juridical data are in accordance with the data contained in the measurement letter and land book of the rights concerned. Certificate as a strong evidentiary tool and that the purpose of land registration organized in order to provide legal certainty in the field of land, become real and can be felt practical meaning.

The implementation of land registration, which was born from the provisions of the UUPA and then implemented by PP 24 of 1997, is guided by several principles. One of the principles contained in the PP on land registration is the principle of being up-to-date and open. This principle is reflected in the act of registering various legal events through the procedures of collecting, processing, storing and presenting physical and juridical data and issuing certificates organized in order to provide a guarantee of legal certainty. Through land registration, it will be easier to obtain information on the real situation in the field, and the community will also be facilitated in obtaining information on the correct land data at any time.

Research Method

The research method used is normative legal research, as submitted (Marzuki, 2017, p. 83) ^[11] that all research related to law or legal research is always normative. Furthermore, it is also said that normative research is a step to find a rule of law, legal principles, and legal doctrines to answer the legal issues at hand. In normative legal research, research is carried out by examining existing literature by basing the law as a norm.

Research results and discussion

1. Transfer of land rights through sale and purchase

Discussing a sale and purchase binding agreement, it is necessary to first understand what is meant by sale and purchase, because one of the ways of acquiring land that is often done is through sale and purchase. Referring to the provisions of Article 1457 of the Civil Code, sale and purchase is defined as an agreement by which one party binds himself to deliver an item and the other party to pay the promised price. Based on this understanding, it can be concluded that the essential elements of buying and selling are price and goods. Determining when a sale and purchase has occurred, this can be answered by using Article 1458 of the Civil Code which states that a sale and purchase is considered to have occurred since an agreement has been reached by both parties, even though the goods have not been delivered and the price has not been paid. The title to the object of sale and purchase does not pass to the buyer as long as it has not been delivered, as stated in Article 1459 of the Civil Code. Property rights to the goods sold only transfer to the buyer after the levering.

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and purchase does not pass to the buyer as long as it has not been delivered, as stated in Article 1459 of the Civil Code. Therefore, it can be said that buying and selling is a form of obligatory agreement. Herlien Budiono tries to explain the obligatory agreement based on what is contained in Article 1313 of the Civil Code, which is an agreement that arises because of the agreement of two or more parties with the aim of creating an obligation for the benefit of one at the expense of the other or reciprocal (Budiono, 2011, p. 21) ^[4]. In relation to the obligations of the seller and the obligations of the buyer, the Civil Code regulates that the seller has two main obligations, namely to deliver the goods and to bear them. Delivery is the transfer of goods that have been sold into the power and property of the buyer Article 1475 of the Civil Code. The seller's warranty obligation is to guarantee two things, namely to guarantee the safe and peaceful possession of the goods sold, then to guarantee the absence of hidden defects in the goods Article 1491 of the Civil Code, the seller's warranty obligation is a form of confirmation of the provisions of Article 574 of the Civil Code which states that the owner of the goods has the right to demand whoever controls the goods to return it in its original condition. The buyer's obligation can be found in Article 1513 of the Civil Code, which states that the buyer's main obligation is to pay the purchase price at the specified time and place. Similar to what is regulated by the Civil Code. (Kurniawati, 2018, p. 4) ^[10] explained that the legal subjects in buying and selling, namely the seller and the buyer, each have rights and obligations, so that each of them in some cases is a party that performs obligations, and in the opposite case is a party that receives rights. This relates to the reciprocal nature of the sale and purchase agreement (*werdering overeenkomst*).

Agrarian law as regulated in the UUPA is based on the provisions of customary law. According to customary law, the sale and purchase of land is a clear and cash transfer of land rights (Winandra & Tanawijaya, 2020, p. 5) ^[21]. Bright, meaning that it is done openly, with clear objects and subject owners, complete documents and proof of ownership. Cash means that it is paid immediately and at once. Taxes are paid, the Sale and Purchase Deed is signed and the title deed is registered at the competent Land Office. (Anggatiastara Cipta, 2020, p. 894) ^[2]. This is a common process that is easiest to carry out because both the seller and the buyer are able to fulfill all the requirements needed for a deed of sale and purchase.

2. Existence of a sale and purchase agreement

In practice, the principles of light and cash often cannot be fulfilled immediately. With the principles of light and cash that have not been fulfilled, the land registration process cannot be carried out. For this problem, a legal breakthrough was born in the form of a Sale and Purchase Agreement Deed (PPJB). (Putri, 2017, p. 6) ^[14] explains that the PPJB is an assistance agreement that functions as a free-form preliminary agreement. With the birth of the PPJB, the seller and buyer can bind themselves to each other and can determine what rights and obligations are needed in order to achieve the main objectives aspired to. As previously explained, PPJB is a solution for the parties to get around the stages that cannot be fulfilled before the sale and purchase of land is stated in the deed of sale and purchase. Not fulfilling the requirements for a Sale and Purchase Deed, in general, can occur due to several things, which are;

- a. payment of the sale and purchase price is made by installment method,
- b. the sale price has been paid in full but a PPJB is still required because the certificate is still in the process of being split or otherwise processed at the Land Office.,
- c. The certificate is still the object of a mortgage,
- d. There are unpaid tax liabilities.

As an assistance agreement, PPJB basically does not result in the transfer of property rights to land. This stage is only an agreement and must be followed by a levering agreement, namely by signing the AJB in front of a PPAT (Prawira *et al.*, 2023, p. 272) ^[13]. However, the Supreme Court (MA) through Circular Letter No. 4/2016, is of the view that with a PPJB that has been paid in full, the legal transfer of land rights has occurred. The Supreme Court's view is certainly not enough to guarantee certainty for the parties, this is understandable because the Circular Letter according to Prof. Jimmly Asshidique is categorized as a policy addressed to judges, court chairmen, clerks, or officials in the judicial environment, so that in accordance with the nature of the policy rules themselves which are only regulating in nature (Cahyadi, 2018) ^[5]. The guarantee of legal certainty is of course very much needed by the parties, because as previously described, the PPJB only functions as a preliminary agreement that has the main purpose and objective aspired to, namely the realization of the transfer of land rights.

The Ministry of Agrarian Affairs is authorized to realize the transfer of land rights through the Land Office. As the executor of the registration of transfer of land rights, until now the Land Office has not opened space for registration of transfer of rights that only uses PPJB in proving its registration. The provisions for the registration of the transfer of land rights which until now are still the guidelines for the Land Office, namely PP 24 of 1997, in Article 37 paragraph (1) it is explained that proof of the transfer of land rights and ownership rights to apartment units through sale and purchase can only be registered if it is proven by a Sale and Purchase Deed made by an authorized PPAT. Therefore, to carry out Land Registration, a Sale and Purchase Deed made by a PPAT must be used, while a PPJB made by a Notary cannot be used as evidence of the transfer of rights to be registered at the Land Office (Amir, 2022, p. 532) ^[1].

Although the existence of PPJB has not been recognized as evidence of registration of transfer of land rights by the Land Office, the Government through Law Number 11 of 2020 on Job Creation has provided protection for consumers through strengthening the regulation of PPJB which was previously regulated in Ministerial Regulations, to be mandated to be regulated in Government Regulation Number 12 of 2021 concerning Amendments to Government Regulation Number 14 of 2016 concerning the Implementation of Housing and Settlement Areas. Based on PP 12 of 2021, PPJB can be referred to as a Preliminary Sale and Purchase Agreement or a Sale and Purchase Binding Agreement. Then it is said that PPJB is a series of agreement processes between Every Person and development actors in marketing activities as outlined in the agreement.

Marketing by actors of public houses and commercial houses in the form of single houses, row houses, and flats often offer PPJB as an agreement option that can be used to

bind sellers and buyers. Referring to PP 12 of 2021 Article 22 I PPJB can be made with a note that it is done after fulfilling the certainty requirements as specified, that is:

- a. the status of land ownership, as evidenced by the land title certificate shown to the prospective buyer at the time of signing the PPJB;
- b. things that are promised at least consist of:
 1. House conditions
 2. Infrastructure, Facilities, and Public Utilities that become Marketing information
 3. explanation to prospective buyers regarding the content material of PPJB
 4. the status of the land and/or building in the event that it becomes collateral
- c. The Building Approval is submitted as an original copy to the prospective buyer at the time of signing the PPJB.;
- d. availability of Infrastructure, Facilities, and Public Utilities which include:
 1. the construction of Infrastructure at least roads and storm water drains/drainages
 2. location of construction of Facilities in accordance with the designation and
 3. a statement letter from the Development actor regarding the availability of Public Utilities in the form of electricity and water sources.
- e. buildability of at least 20% as evidenced by the results of the report from the construction supervision consultant or construction management consultant.

Furthermore, in Article 22 J, the contents of the PPJB at least contain:

- a. identity of the parties
- b. description of the object of the PPJB
- c. house price and payment procedures
- d. guarantee of the builder
- e. rights and obligations of the parties
- f. building handover time
- g. building maintenance
- h. use of the building
- i. transfer of rights
- j. cancellation and expiration of PPJB
- k. dispute settlement.

For PPJB with a payment method in installments, Article 22 K determines that the development actor may not charge more than 80% (eighty percent) of the sales price to the buyer before the PPJB requirements are met. Cancellation and expiration of PPJB are important things that must be considered, cancellation can be caused by an agreement or due to negligence. In the event that the cancellation occurs after the signing of the PPJB due to the negligence of the Development actor, the payment that has been received must be returned to the buyer. Conversely, in the event that the buyer has paid a maximum of 10% (ten percent) of the transaction price, and after the signing of the PPJB there is a cancellation due to negligence caused by the buyer, then the entire price paid by the buyer becomes the right of the Development actor. If the cancellation occurs due to negligence caused by the buyer and the transaction price has been paid more than 10% (ten percent), then the development actor is entitled to deduct 10% (ten percent) of

the transaction price. Negligence that results in the cancellation and expiration of the PPJB in practice is very likely to occur, therefore the birth of this provision can undoubtedly provide a guarantee of legal certainty in the event of negligence in the agreement. Upon further examination, it can be seen that PP 12 of 2021 is a provision that was born to support the ministry that organizes government affairs in the field of Housing and Settlement Areas.

The regulations in the field of taxation also issue rules regarding PPJB. This regulation can be seen in Government Regulation No. 34 Year 2016 concerning Income Tax on Income from Transfer of Rights on Land and/or Building, and Agreement on Sale and Purchase of Land and/or Building and its Amendments. The imposition of income tax from PPJB on land and/or building and its amendments can be divided into three different rates, namely:

- a. 2.5% (two point five percent) of the gross value of transfer of rights on land and/or building other than transfer of rights on land and/or building in the form of Simple House or Simple Flat conducted by Taxpayers whose main business is transferring rights on land and/or building.;
- b. 1% (one percent) of the gross amount of transfer value of land and/or building rights in the form of Simple House and Simple Flat conducted by Taxpayers whose main business is transferring land and/or building rights; or
- c. 0% (zero percent) on the transfer of rights to land and/or buildings to the government, state-owned enterprises that receive special assignments from the Government, or regional-owned enterprises that receive special assignments from the regional head, as referred to in the governing law.

for Income Tax on Transfer of Rights on Land and/or Building which is the seller's tax obligation, is deemed to have been payable even though it is only at the PPJB stage and its amendments (Muhasan, 2018, p. 31) ^[12]. In addition, there are also tax obligations imposed on the buyer, namely the transfer fee for land and building rights (BPHTB). the determination of when BPHTB is due has now undergone development. This is contained in Law Number 1 of 2022, as well as PP Number 35 of 2023, which determines when BPHTB is due on the date the PPJB is made and signed.

The existence of PPJB has been recognized and regulated in several laws and regulations outside the ministry of agrarian/land and spatial planning as previously mentioned. The Ministry of Agrarian Affairs and Spatial Planning, as well as the National Land Agency (BPN), are institutions responsible for government affairs in the fields of agrarian/land and spatial planning. The Ministry of Agrarian Affairs and Spatial Planning based on Article 4 of Presidential Regulation No. 47 of 2020, has the task of organizing government affairs in the field of agrarian/land and spatial planning to assist the President in organizing the state government. Meanwhile, BPN, based on Article 2 of Presidential Regulation Number 48 of 2020, has the task of carrying out government duties in the land sector in accordance with the provisions of laws and regulations. Both the Ministry of Agrarian Affairs and Spatial Planning, and BPN are two government elements that play an important role in carrying out government affairs in the land sector.

Through Government Regulation No. 18 of 2021 on Management Rights, Land Rights, and Flat Housing Units, the existence of PPJB is currently seen as one of the important instruments in curbing land registration administration. It is stated in Article 90 paragraph (1) that "An interested party may submit an application for the recording of PPJB on registered land to the Land Office. This provision also means that the PPJB on land applied for to be recorded must be land that has previously been registered at the Land Office, because this recording will be made in the general register and/or Land Rights certificates. The issuance of Government Regulation No. 18 of 2021 will of course always be followed by its implementing regulations contained in Minister of Agrarian Affairs Regulation No. 16 of 2021. Implementing Regulations function as the executor of the law or what is called the term "*delegated legislations*". referred to as "*delegated legislations*" because the authority to determine it comes from the authority delegated from the law by the legislature (Asshiddiqie, 2006) [3]. As an implementing regulation, Minister of Agrarian Affairs Regulation No. 16 of 2021 contains instructions on the procedure for recording PPJB, Article 127B paragraph (1) states that "An interested party may submit an application for the recording of PPJB or lease agreement on registered land to the Land Office." The recording is made in the general registry and/or the Land Rights Certificate or Land Unit Ownership Rights on the page of the cause of change as mandated in paragraph (2). Then in paragraph (6) it is stated that "In the event that there is a record of the PPJB, then the Land Rights or Property Rights over a Residential Unit cannot be transferred other than to the party listed in the agreement." Based on these recording provisions, it can be concluded that the recording of the PPJB on the land title certificate has not caused a full transfer of rights. The reason supporting this situation is due to the provision of registration of transfer of land rights due to sale and purchase can only be proven by a Sale and Purchase Deed made before a PPAT as stated in Article 37 paragraph (1) of PP 24 of 1997.

3. Fulfillment of up-to-date and open principles

The provisions of the Minister of Agrarian Affairs Regulation No. 16 of 2021 can be understood as a manifestation of the fulfillment of the Up-to-date and Open Principles, by opening space for recording PPJB/lease of registered land to the BPN office. The provision for the implementation of PPJB recording can be seen as a form of legal breakthrough that provides legal protection to the buyer in the implementation of the sale and purchase of land made based on the PPJB Deed (Fadillah, 2022, p. 790) [6]. Article 127B paragraph (1) states that an interested party may apply to the Land Office to record a PPJB or lease agreement on registered land. Furthermore, it is stated in paragraph (6) that in the event that there is a record of the PPJB, the Land Rights or Property Rights of the Flat Unit cannot be transferred other than to the parties listed in the agreement. This provision is a form of commitment of the Land Office in providing legal certainty and protection for the parties who record the PPJB on the Land Rights or Property Rights of the Flat Unit. The recording of PPJB can be deleted after a request for deletion of the record is submitted by the applicant for recording. With the implementation of the PPJB recording provision, the

principle of up-to-date and open can be fulfilled and is expected to prevent land disputes. (Rengganis Febrelina & Totok Tumangkar, 2023, p. 120) [15]. As a manifestation of the principle of being up-to-date and open in land registration, the recording of PPJB by interested parties can be interpreted in a material sense, namely to publicize / record legal events on a land right, because PPJB is present as evidence of civil relations concerning civil rights and individual rights (ROSYTA, 2023) [16].

The up-to-date principle in the Explanation of Article 2 of Government Regulation 24 Year 1997 is interpreted as the principle of adequate completeness in the implementation and continuity in the maintenance of land registration data. The available data must show an up-to-date situation. For this reason, it is necessary to follow the obligation to register and record changes that occur in the future. The up-to-date principle demands the maintenance of land registration data continuously and continuously, so that the data stored at the Land Office is always in accordance with the real situation in the field, and the public can obtain information about the correct data at any time. For this reason, the open principle is also applied. The open nature of physical and juridical data adopted by the land registration system gives anyone with an interest the right to know the information needed, this is a manifestation of the open principle in the Land Registration Regulation. Although not explicitly explained, but as a basic point of thought, of course this principle can be seen from several provisions that contain open principles in their arrangements. Article 4 paragraph (2) of the Government Regulation on Land Registration states that to carry out the information function, the physical and juridical data of registered land parcels and apartment units are open to the public. Then Article 33 paragraph (1) states that in the context of presenting physical data and juridical data, The land office organizes the administration of land registration in a general register consisting of registration maps, land registers, measuring letters, land books and name lists, further explained in the explanatory section of Article 33 paragraph (1) that it is referred to as a general register, because basically the documents presented are open to the public. In certain cases it can be found that the open principle whose application is limited, as contained in Article 34 paragraph (1), that only those interested have the right to know the physical data and juridical data stored in registration maps, land registers, measuring letters and land books. Then in paragraph (2) Physical data and juridical data listed in the list of names are only open to certain Government agencies for the purposes of carrying out their duties.

The open principle was presented by Soedikno Mertokusumo as quoted in (Urip Santoso, 2019) [20]. It is stated that in land registration there are two kinds of principles, namely: Principle Specialiteit (principle of speciality), meaning that the implementation of land registration is carried out on the basis of certain laws and regulations that technically concern the issue of measurement, mapping, and registration of its transition *Openbaarheid* principle (principle of publicity), which based on this principle everyone has the right to know juridical data about the subject of rights, the name of land rights, transfer of rights, and encumbrance of land rights in the Land Office, including submitting objections before the issuance of certificates, replacement certificates,

lost certificates or damaged certificates (Tendean, 2016, p. 141) ^[19]. The principle of publicity (openbaarheid) applies to immovable objects that are granted property rights. The principle of publicity is the “announcement” to the public regarding the status of ownership. The announcement of rights to fixed objects (land) occurs through registration in the land book, while the announcement of movable objects is through the actual possession of the object. (Imanda, 2020, p. 161) ^[9].

Soedikno Mertokusumo's view is similar to the basic principles that characterize the National Security Rights Institution, it can be understood as such because Law Number 4 of 1996 concerning Land Liens and Land-Related Objects requires that land guarantees must fulfill the principles of specialty and publicity so that they can bind third parties and provide legal certainty to interested parties; records of the Mortgage in the land-book and certificates of land rights encumbered, so that everyone can find out. Both the principle of openness in the Land Registration, the principle of publicity expressed by Soedikno Mertokusumo, and the principle of publicity known in the Mortgage Law all three have in common that they are intended so that every provision that is born to regulate events and/or legal acts on land can always accommodate the rights of interested parties to know the truth of data on land in accordance with existing reality.

Conclusion

PPJB is a solution for the parties to get around the stages that cannot be fulfilled before the sale and purchase of land is stated in the deed of sale and purchase. The existence of PPJB itself is currently recognized by several provisions, one of which is through the Regulation of the Minister of Agrarian Affairs No. 16 of 2021 which contains instructions regarding PPJB recording procedures. By recording the PPJB, the object of land rights can only be transferred to the party listed in the agreement. In addition to binding the parties, the recording of the PPJB can also be understood as an effort to present the latest data on the land.

The Up-to-date and Open principle of land registration basically requires that the data stored in the Land Office is always in accordance with the real situation, so that when physical data and juridical data are presented, the public can obtain information about the correct data at any time. The fulfillment of the current and open principle can undoubtedly overcome conflicts in land registration, because before carrying out legal actions regarding certain land parcels, interested parties always want to know the data about the land parcel. As previously explained, the recording of the PPJB is ultimately a form of realization of the fulfillment of the Current and Open Principles, it can be understood as such because with the recording of the PPJB, the parties who will carry out legal actions regarding the land plot can find out the suitability of physical data and juridical data in accordance with their actual circumstances.

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