



## Liability of the land deed making official (PPAT) for the sale and purchase deed made based on false information (study of the supreme court decision number 1146k/pdt/2020)

Adryan Rizky Pratama<sup>1\*</sup>, Bambang Santoso S H M Hum<sup>2</sup>, Sapto Hermawan S H M H<sup>2</sup>

<sup>1</sup> Faculty of Law, Sebelas Maret University, Indonesia

<sup>2</sup> Lecturer, Department of Law, Faculty of Law, Sebelas Maret University, Indonesia

### Abstract

This research refers to provide a clear understanding of the accountability of the Land Deed Making Officer (PPAT) for the Sale and Purchase Deed made based on false information and to analyze the preventive measures that should be taken by the Land Deed Making Officer (PPAT) to avoid a conflict related to the Deed of Sale and Purchase made based on false information. This research uses in this study, this research uses a type of doctrinal legal research or also known as normative legal research. This research uses a Case Approach. The Case Approach is carried out by conducting an analysis of cases related to the issues at hand that have become court decisions and have permanent legal force. In this legal research as a case approach carried out, namely examining civil cases in the case of Notaries/PPAT who commit unlawful acts, namely making Deed of Sale and Purchase based on false information, so that it is one of the reasons why Notary/PPAT also becomes the Defendant, which is the main study in this case approach is the Supreme Court Decision Number 1146 K/PDT/2020 which has permanent legal force.

The results of this study show that: The notary in making an authentic deed based on a fake identity, then the responsibility is on the side of the witness. The notary cannot be responsible because there is no notary obligation to investigate materially (things) raised by the witnesses. An instrument of legal protection for notaries or for anyone who commits an act based on a legal order in Article 50 of the Criminal Code can be used as a justification for the charges/accusations of related parties.

**Keywords:** Liability, PPAT, false information, fake identity

### Introduction

The use of a land requires restrictions so that it is known in what sense the land is used. In land law, the word 'land' is used as a meaning that is officially limited by Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles, hereinafter referred to as UUPA, namely Land to be used or utilized. Given and owned land by a human or legal entity with these rights will be meaningless if its use is limited to land as the surface of the earth only. For any purpose, it is inevitable that it is also necessary to use part of the earth body under it and the water and space that exists on it, so in Article 2 paragraph (2) of the UUPA it is stated that the rights to land not only give the authority to use a certain part of the earth's surface in question, which is called "land", but also the earth body under it and the water and space that exists on it. The need for land in community life will increase from time to time, the need is not only about housing, but also about the use of land for agricultural land or industrial activities. Along with the increase in needs, it is certain that conflicts that occur regarding land will increase, and the problem of land that has become a building will be even greater in conflict. One of them is about the process of owning the land, then about the struggle for ownership rights over the land, to fraud or losses caused by one of the parties in the process of buying and selling a piece of land. The emergence of the above conflicts is none other than triggered by the growth and development of the increasing population in Indonesia, but the available land in Indonesia is decreasing. This makes the balance between the land and the population unbalanced, then gives rise to conflicts that occur in the community.

It has been strengthened by regulations created by the Government to regulate and avoid conflicts related to land

that occur in the community with the existence of Government Regulation Number 24 of 1997, namely regarding Land Registration, hereinafter referred to as Government Regulation Number 24 of 1997. The purpose created by the regulation is stated in Article 3 of Government Regulation Number 24 of 1997 which states that to provide legal certainty and legal protection to the holder of the right to a plot of land, flats and other registered rights, so that he can easily prove himself as the holder of the right concerned. He was given a certificate as valid evidence, there had been a legal act of transfer of rights or cancellation of land rights. PPAT must be cautious and meticulous in taking an action or decision, based on information, documents, and the accuracy of complete information to support the legality of determining or implementing a decision or legal action. So that in carrying out their profession they can minimize the occurrence of disputes and reduce the possibility of being affected by losses for PPAT or other parties in the future.

The reality is that there are many parties who face PPAT by providing false information / inappropriate statements that are made only for the benefit of the individual himself. If PPAT does not know that he has been given false information or fake letters, PPAT will pour information or statements from the parties' statements into the deed to be made. So that in the future, if there is one party who feels aggrieved, it will report the party facing and PPAT will also be the defendant because it is considered to have harmed one of the parties.

The problem that is the basis for this research is, related to the PPAT sale and purchase deed which is based on false information so that it causes problems that include PPAT as a defendant for its responsibility as the deed maker. In the

decision, PPAT has been proven to have committed unlawful acts in making deeds and resulted in deeds made before the Notary/PPAT declared null and void, the mistakes made by PPAT are as follows: Notary/PPAT Vivi Novita Ranadireksa, S.H., M.Kn./Defendant IV (hereinafter referred to as PPAT) committed unlawful acts in the process of making Sale and Purchase Deed Number 306/2013, because PPAT did not properly examine whether the person present at the time of signing the Sale and Purchase Deed Number 306/2013 was the Plaintiff himself or someone else. PPAT did not check the legality/competence of Mahlil Harahap as a Representative of PT (hereinafter referred to as Defendant II) to represent PT. SHIRIN INDAH KIRANA (hereinafter referred to as Defendant III) signed the Sale and Purchase Deed Number 306/2013. As of August 2, 2013, changes in the data of the Defendant III company based on Deed No. 22/2013 made by Notary Novianti, S.H., MM have been received and recorded in the database of the Legal Entity Administration System of the Ministry of Law and Human Rights of the Republic of Indonesia. Therefore, PPAT should reject the making of Sale and Purchase Deed Number 306/2013, because since July 1, 2013, Defendant II has not served as the President Director of Defendant III.

PPAT has also deliberately "obscured" the facts about the competence of Defendant II based on Deed Number 22/2013, because in Deed of Sale and Purchase Number 306/2013, PPAT does not contain any legal basis for the competence/authority of Defendant II to represent Defendant III as President Director of PT Shirin Indah Kirana. In fact, in the Deed of Sale and Purchase Number 306/2013 PPAT does not contain the number and date of the articles of association or the Deed of Establishment of PT / Defendant III, it is clear that PPAT has committed an unlawful act, because it does not contain the legality of Defendant II in representing Defendant III to sign the Deed of Sale and Purchase Number 306/2013. This is intentional harm to the Plaintiff, because it has facilitated Defendant III's evil plan to seize the Bintaro House from the Plaintiff. For this reason, the Plaintiff has also reported PPAT at the South Jakarta Metro Police.

Based on this, in this study, the researcher further reviews how PPAT's liability is related to the Deed of Sale and Purchase which is declared null and void based on the Decision, as well as how the preventive measures taken by PPAT are related to this. The researcher decided to take the title "RESPONSIBILITY OF LAND DEED MAKING OFFICIALS (PPAT) FOR SALE AND PURCHASE DEEDS MADE BASED ON FALSE INFORMATION (Study of Supreme Court Decision Number 1146K/PDT/2020)".

### Research Methods

In this research, the author uses a type of doctrinal legal research or also known as normative legal research. Legal research is research conducted by conducting a review of legislation, court decisions, legal theories, and can also be in the form of opinions of scholars that are systematically compiled and then drawn conclusions in relation to the problem being studied. So that legal writing is able to produce arguments for new theories or concepts as a prescription in solving the problems faced.

This research uses a Case Approach. The Case Approach is carried out by conducting an analysis of cases related to the issues at hand that have become court decisions and have

permanent legal force. The main study in the case approach is ratio decidendi or reasoning, which is the consideration from the court to arrive at a verdict. This is the reference for the preparation of arguments in solving legal issues.

In this legal research as a case approach carried out, namely examining civil cases in the case of Notaries/PPAT who commit unlawful acts, namely making Deed of Sale and Purchase based on false information, so that it is one of the reasons why Notary/PPAT also becomes the Defendant, which is the main study in this case approach is the Supreme Court Decision Number 1146 K/PDT/2020 which has permanent legal force.

### Result and Discussion

#### Liability of the Land Deed Making Official (PPAT) for the Sale and Purchase Deed Made Based on False Information (Study of the Supreme Court Decision Number 1146k/Pdt/2020)

Fake identities given by the witness often occur during the process of making authentic deeds. This situation is certainly inseparable from the role of Notaries as state officials who have the authority to make authentic deeds. It is not uncommon for authentic deeds to be problematic, which causes the notary to be seated as a co-defendant or defendant against the deed he made. Suing is a civil right of every person and a notary, if sued, cannot avoid it, so it must be served. On the other hand, there are also plaintiffs' lawsuits that are not accepted on the grounds from the judge that the lawsuit lacks parties, meaning that the notary is not withdrawn as a co-defendant or defendant. Judges in Indonesia should build consistency, so that one court and another court are different from each other, which is related to the position of the notary needs to be withdrawn or not withdrawn as a co-defendant or defendant. In addition, the Notary is not a party to the deed that is made, because it is not partial. An authentic deed usually includes formal facts according to information from the parties to the notary.

In the exercise of his authority, Notaries are obliged to uphold their professional code of ethics,

In addition, the public does not believe it anymore. The role of a notary in making an authentic deed is related to private law or what we commonly know as agreements. Article 1 paragraph 1 of Law Number 2 of 2014 concerning the replacement of Law Number 30 of 2004 concerning the Notary Position explains that the Notary is a party that has the authority to make authentic deeds and has other policies as stated in the Law or in accordance with other Laws. Consent from individuals who are bound to each other. Article 1870 of the Civil Code also explains that an authentic deed provides an agreement not limited to interested people. Therefore, referring to that, the importance of the notary's position is the authority instructed by law in the manufacture of evidence that is considered correct. In addition, the validity of the deed made can also be guaranteed. So it becomes something very influential, especially for people who need it personally or for business.

An act is a means of evidence, when the act is made before the notaries, it includes an authentic act when used as an instrument of proof. An agreement is a legal act that binds oneself to another individual or more. In making an authentic deed, the Notary pays attention to the provisions of the validity of the agreement contained in Article 1320 of the Civil Code, including

There is an agreement between them

1. The agreement of all parties is an aspect or condition that is mandatory in making a contract. The consent of the person to the deed is authentic, including an agreement that is formed because of an agreement due to the desire of the witness, then it occurs because it is not forced.
2. There is the ability of the parties who are bound by each other;  
In holding an alliance, all opponents are obliged to be able to take action, especially in acting to form
3. There is something  
It is said that an agreement must be related to a matter. This means that it is something that is promised to the rights and obligations of the audience if a dispute arises
4. There is a cause that is halal  
There is a halal reason that the content of the agreement is prohibited in relation to a prohibited matter. The content of the agreement must be in accordance with the applicable legal norms and rules. So that what is agreed is prohibited from going against the rule of law, the welfare of the people, and decency.

#### **The deed is mandatory based on the provisions of the Law**

When the Notary Position Regulation was still running, there were also doubts about the deed regarding the basics of its provisions. The initial regulations for Notary work in the country were based on the *instructie voor de Notarissen Residerende in Nederlands Indie* with stbl. No. 11, dated March 7, 1822, then to *Reglement op Het Notarist Ambt in Indonesie* (stbl. 1860:3) *Reglement* started from *Wet op Het Notarist Ambt* (1842), then the *Reglement* was interpreted as *PJN* (Notodisoerjo, 1982). After the emergence of the Notary Position Law, the presence of the deed obtained an act of confirming the cause based on the law, this is discussed in Article 38 of Law Number 2 of 2014 concerning the amendment of the Law.

Law Number 30 of 2004 concerning the Notary Position

#### **The authority that makes it mandatory to be authorized in making the deed**

According to Philipus M. Hadjon, authority can only be obtained through 2 things, namely through attribution and delegation. Attribution is an authority attached to a position. Philipus gave a statement "discussing delegation, namely transferring and transferring previous authority. If the authority is defective, it means that the decision in accordance with the authority is not yet legal". From this presentation, it can be seen that attribution and delegation are a tool used in seeing whether an institution is authorized or not. Philipus M. Hadjon said that the mandate was not recognized as his authority and that he was authorized. This is related to pledges of cooperation against those in power and those who escort. At one time, employees were authorized with a powerful permit (Hadjon, 2001). In accordance with the presentation, it can be seen that the authority owned by the notary includes the attribution authority based on the provisions of the law. The authority of the PPAT on a law.

The notary authority in English is the notary of authority, while in Dutch it is called *de notary autoriteit*, which is related to the dominance contained in the notary. There are 2 syllables listed in the authority, namely: authority; and

Notary (Salim, 2015). Authority is given to Notaries in making authentic data in order to guarantee legal policies, order, and protection of the community. Regulations regarding the authority, duties and positions of Notaries have been discussed in Law Number 2 of 2014 concerning the replacement of Law Number 30 of 2004 concerning the Notary Position

#### **The deed is made or in front of the authorities**

In Article 38 of Law Number 2 of 2014 concerning the replacement of Law Number 30 of 2004 concerning the Notary Position which regulates the type of deed but is not specified regarding the nature of the deed. Article 1 paragraph 7 of Law Number 2 of 2014 concerning the replacement of Law Number 30 of 2004 concerning the Notary Position stipulates that the deed is an authentic deed made or before a Notary based on the procedures and systems in Law Number 2 of 2014 concerning the replacement of Law Number 30 of 2004 concerning the Notary Position, as well as Article 58 paragraph (2) of Law Number 2 of 2014 concerning the replacement of Law Number 30 of 2004 concerning the Position of Notary The notary states that the notary must make a list and make a record of all the deeds he makes.

In making an authentic deed, a party deed or a *relaas* deed, it is used as the main basis for making an authentic document, namely it is mandatory to obtain the will or desire of the interested person, if there is no such will, it is impossible for the notary to make an authentic deed. In formulating requests and desires from interested people, it can be suggested by a notary based on the provisions of the Law. If the suggestion is carried out by interested people who are then included in the deed, it is still a request and desire from the interested person, not an action that gives advice. This fact is a legal nature of the deed that is made, not that the notary as the subject of the deed, the notary is not included in the person who has the interest. If one day the deed becomes a problem, its existence does not become an actor or a person who participates in juridical matters. Based on the classification according to the interests protected by law, criminal law is included in the realm of public law (Rakasatutya *et al.*, 2020) Criminal sanctions are given in the form of criminal punishment, and civil sanctions are given in the form of compensation to related parties (Kie, 2007). The existence of a notary as a person who participates or provides assistance to the legal process carried out that writes an unoriginal identification on an authentic deed or positions the notary as a defendant related to the deed made or in front of him, so it has hurt the existence of a notary position that is not regulated by other authorities regarding the notary status. No one can give an interpretation regarding the authentic deed.

Notaries as state officials who are given responsibility for making deeds. In this research case, the court decision no. 287/Pdt.G/2014/PN. Skt is that the notary was sued for false identity in making the deed. Notaries in terms of making deeds are based on the files provided by the person concerned. Then the document will be submitted to a notary for the preparation of an authentic deed. Notaries in carrying out their duties and responsibilities are required to always act carefully. The notary examines all the completeness of the documents provided to the notary and listens to the statements of the parties as a consideration in making the deed. The responsibility of a Notary as a profession arises

based on the authority given to the Notary. This authority is legally attached to the Notary since he takes the oath of office. The pledge of the position is obliged to manage the acts of a notary when carrying out the duties of his position. One of the obligations of notaries is to act honestly, accurately, independently, non-unilaterally, and keep confidential information of people interested in making authentic deeds. Article 16 paragraph (1) letter a of Law Number 2 of 2014 concerning the replacement of Undnag-Law Number 30 of 2004 concerning the Notary Position states: "in the exercise of his authority, the Notary must be trustworthy, have honesty, thoroughness, neutrality, and be able to keep the interests of related people secret". The word careful in KBBI means meticulous or meticulous, so that the provisions in Article 16 paragraph (1) letter a of Law Number 2 of 2014 concerning the replacement of Law Number 30 of 2004 concerning the Notary Position can be explicitly said to require the Notary to examine the completeness of documents before making a deed.

In the notary system, what is actually related to the deed and the position of the notary is, if a deed is disputed by the people involved

The person who comes to the notary again to cancel the deed, then the canceled deed is not binding on the related persons, and the impact that occurs must be borne by the relevant persons

1. If the relevant people do not agree with the cancellation of the deed, one party can go through a demand in degrading the intensity of the deed made to switch to the deed under hand. After the deed is degraded, the chief judge of the court can make his own assumptions about the deed made, regarding whether the cancellation is carried out or not. In this case, it depends on the decision of the chief justice.

So that any deed that has been made, all have a comparable evidence density and provide attachment to related people. If there is a problem regarding it, the notary has no obligation to be responsible, because the notary is not a party to the deed made. His authority as an authority only actualizes the wishes of interested people which are then poured into authentic deeds.

Hans Kelsen regarding responsibilities including

1. Individual accountability is a person who must bear the consequences of his violations;
2. Collective liability is a person who is obliged to bear the actions of others who violate;
3. Accountability due to mistake means that a person is obliged to bear the violation due to the element of intentionality so as to make a loss;
4. Absolute liability means that a person must be obliged to bear for his or her intentional violation or not.

Civil liability is closely related to unlawful acts and compensation for damages as a result of the act that someone has already done. The concept of accountability is associated with the notary profession, so that notaries cannot be held accountable for false identities in making deeds for the implementation of duties and positions. It is known from the relationship between the Notary and the Witness, the Notary cannot be declared to have committed an unlawful act if in making the deed, the Notary makes the deed in accordance with administrative techniques and the provisions in making the deed. A notary also cannot be

declared unlawful due to negligence. Notaries apply the principle of prudence based on Article 16 paragraph (1) letter a of Law of 2014 Number 2 concerning Amendments to Law of 2004 Number 30 concerning the Position of Notary in the preparation of authentic deeds.

If we look at the legal relationship between a notary and a witness, a notary holds the role of a public official who is authorized to make a deed to a witness. So, false identity is carried out by the witness as a party is the responsibility of the witness himself as a party to the deed, is an individual responsibility, namely an individual responsible for the violating act. In Law Number 2 of 2014 concerning Amendments to Law of 2004 Number 30 concerning the Notary Position, there is no Article stating that notaries have the obligation to further examine the material truth submitted by the witnesses to the Notary. This is emphasized in the Jurisprudence of the Supreme Court Decision No.702k/Sip/1973, namely "The notary only records or writes down what is desired and stated by the parties who are facing, there is no obligation for the notary to investigate materially (matters) stated by the witnesses". This means that each person who faces the notary is correct in saying that it is not directly proportional to the correct word. It means that false information or lies of the witnesses which are then poured by the notary into a deed will be the responsibility of the witnesses.

The basis for the elimination of a criminal offense in accordance with the order of the law (wettelijk voorschrift) in Article 50 reads

"Whoever commits an act to implement the provisions of the law is not punished."

The formulation of the elements in Article 50 of the Criminal Code is as follows

- a. About what is meant by legal provisions;
- b. About what is meant by deeds; and
- c. About what is meant by implementing the provisions of the law If some of these elements are related to the case at hand.

discussed by the author, so that the explanation of each element is

#### **Regarding what is meant by legal provisions**

The provisions of the Law cover all rules made by the government/authorized authorities. In Article 15 paragraph 1 of Law of 2014 Number 2 concerning Amendments to Law of 2004 Number 30 concerning the Notary Position, it is explained that the notary is authorized to make authentic deeds regarding all agreements, determinations, and acts required by law and/or desired by interested parties to be declared into authentic deeds

#### **About what is meant by deeds; and**

The meaning of this element is that the act is the basis if there are no regulations and laws that give authority to commit a criminal offense. The act of a notary who has made an authentic deed that is desired by the interested party to be declared into an authentic deed In Article 15 paragraph 1 of the 2014 Undnag Law Number 2 concerning Amendments to the 2004 Law Number 30 concerning the Notary Position.

#### **About what is meant by implementing the provisions of the law**

Implementation of Article 15 paragraph 1 of Law 2014 Number 2

Regarding the Amendment of 2004 Number 30 about the Notary Position. The notary makes the authentic deed that the parties want as perfect evidence and can be evidence for the parties in the deed, no longer need to be proven by other proofs as long as the untruthfulness cannot be proven. In the plaintiff's lawsuit stating that Defendant IV as a Notary made a deed based on a fake document, but there has been no court decision stating that the document is fake. If it turns out that the plaintiff can prove the existence of the fraudulent element, then the deed can be requested to be canceled through the court by the plaintiff, as the aggrieved party by requesting reimbursement of costs, losses, or interest. Article 1328 of the Civil Code, in full, states:

"Fraud is a reason for annulment of an agreement, if the fraud used by one party is such that it is obvious that the other party will not enter into the agreement without any deception." Fraud cannot only be estimated, but must be proven"

The act by a notary is to fulfill his obligations referred to in Article 15 paragraph 1 of Law of 2014 Number 2 concerning Amendments to Law of 2004 Number 30 concerning the Position of Notary. Thus, the three elements in Article 50 of the Criminal Code have been fulfilled so that notaries cannot be convicted and are protected from legal sanctions. The act of a notary in making an authentic deed is carried out not solely for personal interests/profits, but to fulfill obligations in accordance with orders and laws to protect the interests of the parties. In the development of dynamic legal problems and stagnant laws and regulations that accommodate all matters related to notaries, instruments of protection for notaries in carrying out position is listed in Article 50 of the Criminal Code. As long as the notary does things that are not for his own interests/profits or interests that are not legal orders, but have the purpose of fulfilling obligations under legal orders. An instrument of legal protection for notaries or for anyone who commits acts in accordance with the legal order in Article 50 of the Criminal Code can be used for the justification of charges/accusations from various related parties.

Attachment shows that an individual or legal entity does something about an authentic deed. In addition to the provisions for the testimony, the skill is also intended for witnesses in the deed. Authority (bevoegheid) or the action of a penal institution or a person as a figure or a competitor in a deed of partij or deed of relaas.

### Conclusion

The PPAT in making an authentic deed based on a fake identity, then the responsibility is on the side of the witness. The notary cannot be responsible because there is no notary obligation to investigate materially (things) raised by the witnesses. An instrument of legal protection for notaries or for anyone who commits an act based on a legal order in Article 50 of the Criminal Code can be used as a justification for the charges/accusations of related parties.

### Suggestion

The Supreme Court through education and training of prospective judges needs to be given knowledge and understanding of notarization based on the Jabatarampai Law the defendant or defendant in relation to the deed made based on false identity. On the grounds that the notary is not a party and the deed is made by the will of the witness and

there is no obligation of the notary to materially investigate the matters of the witness

### References

1. Adjie H. *Sekilas Dunia Notaris dan PPAT Indonesia*. Bandung: CV. Bandar Maju, 2009.
2. Agustina R. *Perbuatan Melawan Hukum, Cet.1*. Jakarta: Program Pascasarjana Fakultas Hukum Universitas Indonesia, 2003.
3. Agustina R. *Perbuatan Melawan Hukum*. Jakarta: Pasca Sarjana Universitas Indonesia, 2003.
4. Amarudin, Asikin Z. *Pengantar Metode Penelitian Hukum*. Jakarta: Rajawali Persada, 2004.
5. Anwar HM. *Hukum Pidana Bagian Khusus*. Bandung: Citra Aditya Bakti, 1989.
6. Azam S. Eksistensi Hukum Tanah dalam Mewujudkan Tertib Hukum Agraria. *USU Digital Library*, 2003, 1.
7. Budiman E. Rantai Penjelasan Konflik-konflik Agraria yang Kronis, Sistematis, dan Meluas di Indonesia. *Jurnal Ilmiah Pertanahan PPM-STPN*, 2013, 5.
8. Chomzah AA. *Hukum Agraria (Pertanahan) Indonesia*. Jakarta: Presisi Pustaka, 2004.
9. Fuady M. *Perbuatan Melawan Hukum: Pendekatan Kontemporer, Cet.2*. Bandung: PT. Citra Aditya, 2005.
10. HR R. *Hukum Administrasi Negara*. Jakarta: Raja Grafindo Persada, 2006.
11. Hamzah A. *Kamus Hukum*. Surabaya: Ghalia Indonesia, 2005.
12. Harsono B. *Hukum Agraria Indonesia*. Jakarta: Djambatan, 2008.
13. HS S. *Teknik Pembuatan Akta Pejabat Pembuat Akta Tanah (PPAT)*. Depok: PT. Raja Grafindo Persada, 2016.
14. Hutagalung AS, Gunawan M. *Kewenangan Pemerintah Di Bidang Pertanahan*. Jakarta: Raja Grafindo Persada, 2008.
15. Irawan S. *Kepastian Hukum Hak Atas Tanah Di Indonesia*. Surabaya: Arkola, 2003.
16. Kansil C, Engellen, Mamahi G. *Kamus Istilah Hukum*. Jakarta: Pustaka Sinar Harapan, 2009.
17. Maria, Sumardjono. *Tanah dalam Perspektif Hak Ekonomi, Sosial, Budaya*. Jakarta: Kompas Media, 2008.
18. Maria, Sumardjono. *Tanah dalam Perspektif Hak Ekonomi, Sosial, Budaya*. Jakarta: Kompas Press, 2008.
19. Marzuki PM. *Pengantar Ilmu Hukum*. Jakarta: Kencana, 2008.
20. Marzuki PM. *Penelitian Hukum Cetakan Kedua Edisi Revisi*. Jakarta: Kencana Prenada Media Group, 2013.
21. Mertokusummo S. *Kepastian Hukum Hak Atas Tanah Di Indonesia*. Yogyakarta: Liberty, 1993.
22. Mujiadi K, Widjaja G. *Jual Beli*. Jakarta: PT. Raja Grafindo Persada, 2003.
23. Mustofa. *Tuntunan Pembuatan Akta-Akta PPAT*. Yogyakarta: Karya Media, 2010.
24. Notoadmojo S. *Etika dan Hukum Kesehatan*. Jakarta: Rineka Cipta, 2010.
25. Perjanjian A. *Subekti*. Bandung: PT. Citra Aditya Bakti, 1995.
26. Salle HA. *Hukum Agraria*. Makassar: AS Publishing, 2010.
27. Sriwaty S. *Hukum Perdata*. Yogyakarta, 2011.
28. Sumardjono SM. *Kebijakan Pertanahan antara Regulasi dan Implementasi*. Jakarta: Kompas, 2006.

29. Sumarto. *Penanganan dan Penyelesaian Konflik Pertanahan dengan Prinsip Win-win Solution oleh Badan Pertanahan Nasional RI*. Jakarta: Kementerian Dalam Negeri, 2012.
30. Sutedi A. *Peralihan Hak Atas Tanah dan Pendaftarannya*. Yogyakarta: Sinar Grafika, 1977.
31. Wantik K. *Hak Atas Tanah*. Jakarta: Ghalia Indonesia, 1977.
32. Wibawanti ES. *Hak Atas Tanah dan Peralihannya*. Yogyakarta: Liberty, 2013.
33. Wibawanti ES, Mujiyanto R. *Hak Atas Tanah Dan Peralihannya*. Yogyakarta: Liberty, 2013.
34. Widjaja G, Mujiadi K. *Jual Beli*. Jakarta: PT. Raja Grafindo Persada, 2003.