

**LEGAL PROTECTION OF THE PARTIES IN LAND PURCHASE
TRANSACTIONS THROUGH UNDERHAND AGREEMENTS****Dewi Arnita Sari**

Institut Agama Islam Negeri Bone, Indonesia

Email : dewiarnitasari12@gmail.com

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ABSTRACT

This study aims to (1) determine legal protection for parties in the practice of buying and selling land without involving PPAT (2) To determine the factors that influence the community not to involve PPAT in land buying and selling activities in Tomilito District, North Gorontalo District. This research is an empirical research, the type of empirical approach is used to study or analyze primary data in the form of field data where the research is conducted, the results of direct interviews are then linked to secondary data in the form of book materials. The results of this study indicate that legal protection for the parties in the sale and purchase of land in Tomilito sub-district is divided into two types, namely preventive protection and repressive, namely the availability of legal rules that guarantee the creation of a buying and selling process that has perfect evidentiary power, whereas in the event of a dispute, the availability of a dispute resolution mechanism. Apart from that there are also factors that affect the community so that not involving PPAT in the sale and purchase of land in Tomilito sub-district in general is related, a long process, drains energy and costs a lot. The recommendation of this research is that it is suggested to increase the cooperation of each related agency and the integration of existing legal instruments, especially those related to land, both by the central and regional governments.

Keywords: Legal Protection; Buying and selling land; Underhand Agreement



INTRODUCTION

Agrarian issues actually require special consideration and regulation, and must be addressed immediately. Thus, Article 33 paragraph (3) of the 1945 Constitution states that "The state controls the land, water and natural resources contained therein, and uses them for the greatest possible prosperity of the people". These guidelines are the reason for the Indonesian government to make different land/agrarian regulations and guidelines. Article 33 paragraph (3) contains the necessary arrangements, in particular a request to the state to use the land, water and natural resources contained therein, which are controlled by the state, to create prosperity for every Indonesian. Therefore, the reason for the state's power over the earth, water, and the natural wealth contained therein is for the greatest possible prosperity of the Indonesian people.¹

Land is something that is considered very important in people's lives, because land as part of the earth's surface that can be used as a place to live with all existing activities, is also a source of life and is considered as a nation. Therefore, land has a strong and enduring bond with Indonesian people.

So important was land that Jean Jacques included property rights in land as part of the notion of a social contract. (Jean Jacques, social contract or principle of political law) The first occupant is a key factor in determining the right to a piece of property. The status of the initial occupant is considered as the owner by law if it meets the following criteria. For starters, the land had never been occupied before. Second, land is only used to meet basic human needs, not for commodity production. The three stages of property rights are not determined by a simple ritual, but there is evidence of property rights that must be respected by others. The right to own land is a human right that is protected under international and national law.

Responsibility for land ownership rights can be transferred to other parties or other people. Responsibility for this privilege can be transferred through exchange of agreements and purchases, gifts, grants or inheritance and wills as well as various activities that are

¹Urip Santoso and M H SH, *Hukum Agraria: Kajian Komprehensif* (Prenada Media, 2017).



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expected to be able to transfer ownership rights and control over them are regulated by Government Regulation, in accordance with Article 26 paragraph (1) of Law Number 5 1960 concerning Main Agrarian Regulations.

In this case, with regard to the sale and purchase of land, as defined by Article 1457 of the Civil Code: "Bid and purchase is an understanding in which the present party agrees to surrender something, and the other party agrees to pay an amount of cash that has been agreed."²

In general, there are two different sides of civil law regulations with regard to sale and purchase agreements, especially material law and contract law. Because according to the provisions of material law, buying and selling gives rise to the rights of the parties in the agreement on invoices, where one of the parties hands over the goods to another party, then this party pays for the goods that have been received to the party who handed over the goods. In addition, from a contractual point of view, buying and selling is a type of agreement that creates the obligation for the seller to hand over the goods to the buyer and then the buyer must hand over money worth the goods that have been handed over to the seller.

The institution of buying and selling land has been perfected, without reducing or losing its character as a transfer of property rights in cash and unambiguously. It's just that the definition of "clear" today means that buying and selling is carried out in accordance with applicable laws and regulations, must prove it using a deed drawn up by the Land Deed Making Officer (PPAT), and the deed must be registered after the parties have signed it.³ Whereas "cash" denotes the transfer of rights as well as payment of the purchase price simultaneously. Of course, in the absence of laws and regulations that regulate exactly the transaction of land sale and purchase agreements, many different interpretations will arise regarding the legal institution of buying and selling land.

²"KUHPerdata," n.d., Pasal 1457.

³Sutedi Adrian, "Peralihan Hak Atas Tanah Dan Pendaftarannya," *Jakarta: Sinar Grafika* (2014).



Transactions on land sale and purchase agreements that were previously conducted in front of the village head but are now required by agrarian regulations are conducted in front of the PPAT, it is hoped that this can improve the quality of proof which is conducted based on custom. laws where the community is limited in terms of personal and regional scope, namely the seller only needs to write a letter and be known by the local government, namely the village head.⁴

In practice, buying and selling land is not always easy; there are times when completely unexpected things happen, and these difficulties usually arise later. As much as possible in making an agreement, it cannot be denied that there are weaknesses which one day will become a reason to defend themselves if a conflict arises, then the party who takes the initiative to cancel it will actually benefit himself from the agreement transaction.

"Legal protection for aggrieved parties in situations of land misuse can be provided through civil liability, which allows parties who feel aggrieved (victims) to claim what is their right to be repaid. Furthermore, legal protection can be exercised under threat. This accountability can be achieved by using criminal (penalty) and non-penalty (non-punitive) actions, such as Article 14c of the Criminal Code, which requires the use of a conditional payment system in land compensation"⁵.

"However, even though legal protection has been implemented for parties who are victims of land cases, it cannot be denied that many cases still occur in Indonesia; As of September 2013, the number of land cases in Indonesia was 4,223, including the remaining cases from 2012. There were 1,888 new cases and 2,335 old cases. From the highest number of national sale and purchase transactions in 2013, namely 1,109,104 thousand sale and purchase transactions, to the lowest number of national sale and purchase transactions in 2016, namely less than 250 thousand transactions, the number of cases that have been

⁴Boedi Harsono, "Hukum Agraria Indonesia, Sejarah Pembentukan UUPA, Isi Dan Pelaksanaannya," *Djambatan, Jakarta* (2003).

⁵Bernhard Limbong, "Pengadaan Tanah Untuk Pembangunan," *Margaretha Pustaka, Jakarta* (2015).



resolved. reached 2,014 cases or 47 percent spread across 33 provinces throughout Indonesia”⁶.

Likewise, in Tomilito District, North Gorontalo Regency, land sale and purchase agreements are transaction practices that are usually carried out by the community, but there are many obstacles or cases that can be obtained behind all of these transaction activities, because there are still many of them. People who buy and sell dishonestly and harm other parties, such as buying and selling with personal deed, where the authors found that only about 30% of the community has authentic deed, and public awareness is still very lacking in laws or regulations, so in the end people do whatever they want, selling and buying land regardless of the rules.

As a result, land disputes are becoming more common, especially in the buying and selling of land. However, technically and legally, efforts to overcome and impose sanctions, whether in the form of punishment or not in the form of punishment, are still carried out against people who cause losses in land situations.

Although the original deed signed by an authorized official or notary must be used in buying and selling land, many land sales and purchases are carried out under underhand deed, namely deed that is not signed in front of an authorized official or notary. And this sparked debate in many circles because the legality of buying and selling land in a dubious manner is still being questioned by most people.

Previously, there had been several studies that examined cases regarding the legal protection of parties in land sale and purchase transactions under the hands, such as in a journal written by Avita Nendy Falief Yolanda (2019) with the title *“Perlindungan Hukum Terhadap Praktik Jual Beli Tanah dibawah Tangan di Desa Sugihwaras Kecamatan Candi Kabupaten Sidoarjo”*. The results of the analysis show that the factors causing the Sugihwaras village community still conduct land sale and purchase transactions underhanded because the buying and selling process is considered easy without involving authorized officials, the costs incurred by the parties are not much and because the parties have mutually trust each other. Land buyers obtain legal

⁶“Kementerian Agraria Dan Tata Ruang/Badan Pertanahan Nasional.”



protection underhanded if the land sale and purchase transaction meets the material conditions of sale and purchase⁷.

The similarities in this study lie in the discussion of the factors that influence the occurrence of underhand land sale and purchase transactions, while the difference lies in the focus of the research location, previous research focused on the Sidoarjo Regency, while this research focuses on the North Gorontalo Regency. As well as having different factors that influence the occurrence of land sale and purchase transactions under the hands in previous studies only described three factors, while this research was conducted in different locations having more causal factors. Then this research also focuses on how the parties can get legal protection while the research that will be conducted describes how the legal protection of the parties who have conducted land buying and selling transactions under the hands.

Articles written by Fajar Adhitya Nugroho (2019) with the title "Legal Protection for Buyers against Sale and Purchase of Land Rights that are Underhanded" it can be concluded (1) the buyer does not get legal protection for the land he bought; (2) the buyer does not get legal certainty over the land he bought; (3) the buyer did not get strong evidence against the land rights he bought.⁸

The similarities in this study lie in the discussion of land sale and purchase transactions under the hands, while the difference lies in the discussion of legal protection. In the previous research, it focused on discussing legal protection for buyers only, while in this study it discussed legal protection for the parties, not only for the buyer.

Article written by Jayasa Putra Rajagukguk (2021) with the title "*Akibat Hukum Jual Beli Atas Tanah dengan Sertifikat hak Milik dalam Akta dibawah Tangan*" with the results of the analysis showing that legal protection is present to provide a certainty that regulates the fulfillment of the rights of the parties when one party defaults or does

⁷Avita Nendy Falief Yolanda, Ana Silviana, and Dewi Hendrawati, "Perlindungan Hukum Terhadap Praktik Jual Beli Tanah Di Bawah Tangan Di Desa Sugihwaras Kecamatan Candi Kabupaten Sidoarjo," *Diponegoro Law Journal* 8, no. 3 (2019): 1767–1779.

⁸Fajar Adhitya Nugroho, "Perlindungan Hukum Bagi Pembeli Terhadap Jual Beli Hak Atas Tanah Yang Dilakukan Secara Di Bawah Tangan (Studi Kasus Di Kota Malang)" (Brawijaya University, 2019).



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not fulfill a promise in an agreement that has been bound in the form of a binding sale and purchase is very dependent on the strength of the binding sale and purchase agreement made, namely if it is made with a underhand deed, then the protection is in accordance with the protection of a underhand deed⁹.

The similarity in this study lies in the discussion of land sale and purchase transactions under the hands while the difference lies in the discussion of legal consequences, in the previous study it focused more on what legal consequences would occur if the sale and purchase transaction on land under the hands was carried out while in this study the focus on the legal protection of the parties who carry out sale and purchase transactions on land that are carried out underhand.

METHODS

This study uses an empirical research type that examines the practice of buying and selling agreements on land rights through underhand agreements in Tomilito District, North Gorontalo Regency with a population of the entire community of Tomilito District, North Gorontalo Regency and in taking the sample using a purposive sampling technique (non-random sampling technique), namely by specifying several samples of respondents.¹⁰

To answer current issues, information will be subjectively surveyed and then introduced illustratively and presented descriptively, namely by interpreting and describing as indicated by the issues which are the focus points of this research.

RESULTS AND DISCUSSION**Legal Protection of the Parties in Land Purchase Agreement Transactions without Involving PPAT**

There are two types of legal protection that have been provided by the government through existing rules, the two types of legal

⁹Jayasa Putra Rajagukguk, Azmiati Zuliah, and Ayu Trisna Dewi, "Akibat Hukum Jual Beli Atas Tanah Dengan Sertifikat Hak Milik Dalam Akta Di Bawah Tangan," *Warta Dharmawangsa* 15, no. 2 (2021): 200–208.

¹⁰Said Sampara and La Ode Husen, "Metode Penelitian Hukum," *Makassar: Kretakupa Print* (2016).



protection are preventive legal protection and repressive legal protection. The government provides preventive legal protection before a violation of a statutory regulation occurs by placing signs or providing restrictions on how a legal action is carried out. According to article 1491 of the Civil Code, when making a sale and purchase transaction, the seller must first ensure that the item is under his control and that no third party is bothering him, as well as explaining the important aspects of the item he is buying, possibly hidden defects, as part of preventive protection.

Henceforth, repressive legal protection is given when there is a violation of the law that occurs. Law enforcement is a kind of protection that involves the imposition of penalties such as fines, compensation, imprisonment, additional penalties, as well as the processes used to resolve disputes in court.¹¹

According to the results of an interview with the Head of the Tomilito District regarding the sale and purchase agreement transactions of land ownership rights in Tomilito District, "Purchasing land based solely on receiving payment for the land price from the buyer to the seller will, in the end, be problematic in the future, because it cannot be registered." Meanwhile, the process of changing the name of a land certificate that still uses the name of the seller as the legal owner requires a sale and purchase agreement of ownership of land rights signed by an authorized official, namely PPAT (Land Deed Making Officer), the process of changing the name of the land certificate. Ownership of land rights requires a letter of sale and purchase agreement for ownership of land rights signed by an authorized official, in this case a PPAT. Furthermore, the Tomilito district head explained that if the seller of the land in question is not willing to pay the tax fee for the sale of the land, then the buyer must ask the seller to meet face to face with the PPAT with the intention of making a deed of sale and purchase agreement as proof of transfer of ownership of land rights. the. Concerned, the buyer must be willing to bear the buyer's tax burden to complete the transfer of the name certificate on the land

¹¹ Yulia Kumalasari, "Perlindungan Hukum Terhadap Pihak Pembeli Beritikad Baik Dalam Jual Beli Tanah Bengkulu" (Brawijaya University, 2016).



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purchased to provide legal protection and guarantee ownership of the property in question.¹²

Buying and selling activities in Tomilito District are often facilitated by only requiring proof of payment between the two parties, besides that the sale and purchase transactions of land that are carried out sometimes involve elements of the local government, although the involvement of the local government is considered unlimited but in fact the presence of the local government here is only limited making evidence of a sale and purchase agreement on land carried out by the community.

In the case of obtaining evidence of the sale and purchase, namely by means, both the seller and the buyer come together to the Village Office to make an agreement and so that the land to be sold is measured first. Then the Village Head or Lurah, as well as village officials were present as witnesses. After surveying the land, data is entered into a specific village age book, and the buyer is required to pay mandatory and voluntary payments. Witnesses who were present at the time of the land sale and purchase agreement transaction then signed the land sale and purchase statement after payment was completed by the buyer.

In the principle of legal protection, it is found that every legal subject, regardless of legal status, must obtain a guarantee of legal protection. As stated in Article 27 paragraph (1) of the 1945 Constitution, "Every person has the right to recognition, guarantees, certainty and legal certainty that is fair, as well as equal treatment under permanent legal supervision or before the law."¹³

"Legal protection can be interpreted as providing protection for human rights that are harmed by other parties," wrote Satjipto Rahardjo in his book Knowledge of Law, "and that legal protection has the goal of providing a sense of security and comfort for the community to always enjoy all their rights each of which is ensured to have been guaranteed by applicable law."¹⁴

¹²"Head of Tomilito District, North Gorontalo Regency" (2021).

¹³Republik Indonesia, *Undang-Undang Dasar Negara Republik Indonesia Tahun 1945* (Sekretariat Jenderal MPR RI, 2002).

¹⁴Satjipto Rahardjo, *Ilmu Hukum* (Citra Aditya Bakti, 2000).



Legal protection according to Satjipto Rahardjo's view is everything that protects legal subjects from harmful acts committed by other legal subjects.

"A person's interests are protected by law so that they can act according to the power they have, in this case acting in the context of their interests," said Satjipto Raharjo. This power is distributed quantitatively, in the sense that its width and depth are determined." "Rights is the term for such power. However, not every power in society is widely referred to as a right, and only certain powers are the basis for granting that right to someone.¹⁵

When viewed through the lens of Satjipto Raharjo's theory of legal protection, land sale and purchase agreement transactions are rights received through buying and selling cannot be a cause or a problem for the buyer, especially in terms of ownership of land obtained through such buying and selling.

The transaction of the sale and purchase agreement on land, although it was only conducted under the hands, stated that there had been a legal action between interested parties, namely between the seller and the buyer. Article 1866 of the Civil Code states that written evidence (written) is one of the legal means of evidence, and Article 1874 of the Civil Code further strengthens that written evidence that has been signed or affixed with thumbprints by interested parties is considered valid even though written evidence This is the result of an underhand letter agreement.

Of the 2 (two) articles mentioned, it has been explained that sale and purchase transactions carried out through underhanded agreements can be used as evidence later, however even though written evidence is permitted through underhanded agreements it is considered not strong evidence to be used as proof of transfer of rights to the land in question, this is regulated in Article 37 of Government Regulation Number 24 of 1997, the transfer of rights to land can only be registered if it is proven by a deed drawn up by the PPAT. Thus, the transfer of land rights conducted through underhand agreements cannot be registered at the Land Office.

¹⁵ibid.



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Related to the problems that arise in the field, Satjipto Rahardjo's hypothesis put forward the theory of protection which states that the rules have protected the buyer if a land sale and purchase dispute arises even though it was made privately, the sale and purchase agreement is considered to have met the requirements. Matters in the understanding and definition of agreements as regulated in civil law, where an agreement will be binding and become regulations for the people who make it (*pacta sun servanda*), allow the agreement to be evidence, even though it is actually not strong evidence and is considered imperfect.

According to Satjipto Rahardjo, legal protection is the security of shared freedom against painful actions committed by other people, and in this case underhand agreements can be used as legal protection for perpetrators of buying and selling transactions¹⁶. Even so, the sale and purchase conducted through underhand agreements still cannot be used as a reference for registering the land with the Land Office if the buyer wants to change the name of the land rights. The reality that occurs in the field, if the buyer takes the initiative to transfer the name to the certificate, then this cannot be done because the sale and purchase conducted through underhand agreements cannot be used as a benchmark for changing the name of the Land Office, as revealed by the Head of Tomilito District, North Gorontalo. The rule states, "handcrafted land tenure agreements and purchases cannot be used as direct reasons for a change of name at the Land Office."¹⁷

Based on the foregoing, legal protection for the parties, especially the buyer in a sale and purchase agreement, is basically very strong as long as the sale and purchase agreement meet the legal criteria for a sale and purchase agreement as stipulated in laws and regulations. In the case of all matters of buying and selling evidence as evidence in court, if a dispute arises as a result of the buying and selling activity, the protection provided is preventive protection, or prevention, in other words so that the parties do not have perfect proof of evidence, regulations legislation already exists. The procedure has been previously regulated in law, namely signing the deed before a

¹⁶ibid.

¹⁷*Head of Tomilito District, North Gorontalo Regency.*



notary or an authority appointed for signature validation, (for example consular officials, embassies, regional heads starting at the level of regent and above), provide an explanation in advance regarding the contents of the agreement to the parties concerned, then sign the agreement in front of a notary or an authorized official who has very strong evidence in accordance with the evidence of a credible (authentic) deed.

Likewise, the seller's legal protection is in the form of conditions that are often demanded by the buyer himself. For example, many potential sellers may require the buyer to make payment of the purchase price for a specified period of time, along with cancellation terms, in the buy and sell agreement. If the buyer has paid off the price of the land and building in accordance with the agreement in the land sale and purchase agreement and has also marked the Minutes of Handover of the building before the Land Deed Making Officer appointed by the seller or in this case called the prospective seller, then the authorized official make a deed of sale and purchase.

Buyer protection comes with a number of requirements, which must be followed by a request for power of attorney which cannot be avoided or withdrawn. This means that when the seller does not fulfill the contents of the agreement, the buyer is allowed to sue and ask for compensation in accordance with the agreement specified in the agreement.¹⁸

Causes of Communities Buying and Selling Land without Involving PPAT

The issue of underhand deed is a complicated issue, not only because the issue is an underhand matter, and the government is in a passive position so that the government pays little attention to it, but also because the underhand sector knows the problem. Lack of education or public information on this issue is a significant barrier to reducing the buying and selling of non-PPAT land. However, there are

¹⁸Dyah Ayu Silviana, "Perlindungan Hukum Terhadap Para Pihak Dalam Perjanjian Pengikatan Jual Beli Tanah Yang Dibuat Dibawah Tangan Oleh PT. Cisadane Perdana Di Kota Depok," *Diponegoro Law Journal* 2, no. 2 (2013): 1–12.



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many other reasons that encourage people to buy and sell land through improper means.

According to the results of an interview with the Head of Tomilito District, North Gorontalo Regency, who confirmed that the community chose to buy and sell land with underhand deed because it could save costs rather than going through the PPAT route, the process was easy, fast, and practical, that was, it was enough to do it in front of the village head and present witnesses. buying land is considered to have been completed. Even though the District Head has appealed to the public to carry out land sale and purchase transactions through the PPAT, the community still uses underhand deeds.

Some of the variables that cause land buying and selling are often carried out privately or not before the PPAT in Tomilito District, North Gorontalo Regency, namely due to a lack of understanding or even not knowing the applicable rules regarding buying and selling transactions, both land sellers and buyers. Then, transactions are carried out based on the principle of mutual trust between the seller and the buyer. They do not know the rights and obligations as buyers and sellers. The next reason is that the land which is the object of sale and purchase has not been certified; for example, it is still letter C and has not been converted, for example. As a result, the buyer is of the opinion that registration of the purchase of land rights to the PPAT is unnecessary. Furthermore, do not have the funds to pay for the transfer of rights or even income tax (PPh) or Land and Building Acquisition Fees (BPHTB). Although Government Regulation Number 24 of 1997 stipulates that land registration must be carried out in a straightforward, safe and economical manner, the implementing regulations of Government Regulation Number 24 of 1997 namely Regulation of the Minister of Agrarian Affairs/Head of BPM (PMNA/Ka.BPM) No. 3 of 1997, does not reflect its simplicity, because the procedures used in the land registration process are very long and expensive, as evidenced by the issuance of PP 46/2002 concerning Tariffs and Types of Land Services. Then, another cause is because the type of land is agricultural land (rice field/*tegal*), while only part of the land purchased must be requested to change its status to residential/yard land. As a result, lengthy procedures are required at high costs. Besides that, there are other



causes, namely because the type of land is classified as agricultural land, while the buyer is domiciled outside the area where the land is to be purchased, so the buying and selling process takes time because the buyer must adjust his domicile according to the location of the agricultural land to be purchased. This is done so as not to violate the rules regarding absenteeism. As well as the final cause of the sale and purchase of land under hand, namely due to facilitating the transfer of land ownership rights where the legal landowner has died, while there are quite a number of heirs. Where most of them are elderly and live outside the area which is quite far from the location of the land to be auctioned¹⁹.

CONCLUSION

Transactions of land sale and purchase agreements through underhand deed agreements constitute a violation of Government Regulation Number 24 of 1997 concerning Land Registration which orders that the implementation of land sale and purchase transactions be conducted with authentic (authentic) deed, not through underhand agreements. The parties in buying and selling using underhand deed agreements receive legal protection, such as the seller who has made and acknowledges that there is a sale and purchase agreement on land. In addition, in the event that the two actors have agreed and acknowledged, the making of the underhand deed is considered complete, and the legitimacy of the underhand deed is equivalent to a credible (authentic) deed. Then if one of the parties ultimately refuses or does not admit having carried out the land sale and purchase transaction, as long as there is no other evidence to show it. This is regulated in applicable government regulations.

Meanwhile, several other factors led to buying and selling with underhand deed due to a lack of understanding or even not knowing the applicable rules regarding buying and selling transactions for both land sellers and buyers. between the seller and the buyer. They do not

¹⁹ *Head of Tomilito District, North Gorontalo Regency.*



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know the rights and obligations as buyers and sellers. Other triggering factors are the fact that the land has not been equipped with a certificate, then the limited costs for transferring rights, the cost of paying income tax (PPH) and the cost of Land and Building Acquisition Fees (BPHTB). Another triggering factor is because the type of land is classified as agricultural land, while the purchase is only made in part, so it is necessary to apply for a change from agricultural land to residential land. Then, the type of land is classified as agricultural land, while the buyer is domiciled outside the area where the land is to be purchased, so the buying and selling process takes time because the buyer must adjust his domicile according to the location of the agricultural land to be purchased. This is done so as not to violate the rules regarding absenteeism. As well as the last factor that triggers the sale and purchase of land under the hands, namely, to facilitate the transfer of land ownership rights where the legal landowner has died, while there are quite a lot of heirs. Where most of them are elderly and live outside the area which is quite far from the location of the land to be auctioned.

To cover the possibility of buying and selling land/land without involving the PPAT, there must be good cooperation between related parties. Even though an underhand agreement is valid evidence as long as the terms of the agreement have been met, the possibility of a dispute must be met. Even so, this should still be avoided. From local governments to agencies authorized to buy and sell land, such as PPAT and BPN, there needs to be integration of both related agencies and the rule of law, as well as simplification of processes so that people are interested in completing all the existing stages without feeling burdened in terms of time, effort, or costs.



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