



Legal Protection for Buyers in The Sale and Purchase of Land With a Binding Sale and Purchase Agreement Based on a Notary's Power To Sell

Hendrik Fasco Siregar¹, Siti Nurwullan²

¹ Faculty law, Dharma Indonesia University, Banten. E-mail: h.fasco@undhi.ac.id

² Faculty law, Dharma Indonesia University, Banten. E-mail: wulancitra228@undhi.ac.id

ABSTRACT

Legal protection for good-faith land buyers is an important aspect in providing legal certainty and supporting the use and ownership of land in Indonesia. Buying and selling land as a legal product of high social and economic value is prone to default, such as non-submission of certificates, non-processing of the Sale and Purchase Deed, sale to other parties, or abuse of selling power. This study examines the form of legal protection for buyers, both preventive and repressive, and analyzes its effectiveness based on Article 1320 and Article 1243 of the Civil Code and Law Number 5 of 1960 concerning Agrarian Matters. Preventive efforts are carried out through agreements in accordance with the provisions of the law, while repressive efforts are taken through civil, criminal, and alternative dispute resolution channels. The results of the study show that the effectiveness of legal protection is greatly influenced by law enforcement, buyer awareness, and the role of the government and law enforcement officials in creating legal certainty in land purchase and sale transactions.

Keywords: *Power, Protect, Buyer, Owner, Land*

ABSTRAK

Perlindungan hukum terhadap pembeli tanah beritikad baik merupakan aspek penting dalam memberikan kepastian hukum serta mendukung pemanfaatan dan kepemilikan tanah di Indonesia. Jual beli tanah sebagai produk hukum bernilai sosial dan ekonomi tinggi rentan terhadap wanprestasi, seperti tidak diserahkannya sertifikat, tidak diprosesnya Akta Jual Beli, penjualan kepada pihak lain, atau penyalahgunaan kuasa menjual. Penelitian ini mengkaji bentuk perlindungan hukum bagi pembeli, baik secara preventif maupun represif, serta menganalisis efektivitasnya berdasarkan Pasal 1320 dan Pasal 1243 KUHPerdata serta Undang-Undang Nomor 5 Tahun 1960 tentang Pokok Agraria. Upaya preventif dilakukan melalui perjanjian yang sesuai dengan ketentuan hukum, sedangkan upaya represif ditempuh melalui jalur perdata, pidana, dan alternatif penyelesaian sengketa. Hasil penelitian menunjukkan bahwa efektivitas perlindungan hukum sangat dipengaruhi oleh penegakan hukum, kesadaran pembeli, serta peran pemerintah dan aparat penegak hukum dalam menciptakan kepastian hukum dalam transaksi jual beli tanah.

Kata Kunci: *Kuasa, Melindung, Pembeli, Pemilik, Tanah*

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INTRODUCTION

Humans and soil are two things that cannot be separated, because human life cannot be separated from the soil. Soil is a very valuable resource for humans, because almost all human needs must be related to soil, from birth to death, they always need soil. Land is not only seen as a commodity with mere economic value, but the relationship between land and its owner contains certain cultural, customary, economic, and spiritual values. Likewise, for the government, every development carried out by the government requires land.¹

The limited availability of land/land makes the need and demand for land/land also higher. To get land today is also not an easy thing in the midst of a high demand for land. Efforts to get the land can be done in various ways, one of which is buying and selling. Through buying and selling, land ownership passes from one party to another. The word buying and selling in a colloquial sense can be interpreted, where a person gives up their money to get the goods they want voluntarily. Then, according to Article 1457 of the Civil Code, it states that the sale and purchase of land is an agreement.²

The main purpose of protecting land buyers through the Sale and Purchase Binding Agreement (PPJB) is to provide legal certainty, ensure the security of transactions, and protect the rights of buyers before the Sale and Purchase Deed (AJB) is officially signed.³ The PPJB Sale and Purchase Binding Agreement is one of the important branches in the land sale and purchase regime that protects buyers of land plots and ensures the security of transactions, this is based on Governing Regulation number 14 of 2016, in the PP 14/2016, it is explained that PPJB is a series of agreement processes between each person and development actors in marketing activities outlined in the preliminary sale and purchase agreement or the binding sale and purchase agreement before signed the sale and purchase deed.⁴

Then, it is explained in the Government Regulation that PPJB is an agreement between the developer and everyone to buy and sell houses or flats that can be done by the developer before construction for flats or in the construction process for single houses and row houses made in front of a notary.⁵ Academically, the Sale and Purchase Binding Agreement (PPJB) and the Notarial Power of Attorney (Power of Attorney) are two legal documents that are often used in pairs in property transactions in Indonesia, especially when the AJB (Deed of Sale and Purchase) cannot be done because the requirements have not been met.⁶

¹ Erna Sri Wibawanti and R. Murjiyanto, *Land Rights & Transitions*, Liberty Yogyakarta.Yogyakarta, 2013, p. 1.

² Harun Al-Rashid. "Overview of Land Buying and Selling and Its Regulations" Ghalia Indonesia, Jakarta, 1986, p. 51.

³ Fitri, A. N., Nuzdiana, P., & Amalia, C. (2025). Juridical Review of the Validity of the Developer's Post-Bankruptcy Sale and Purchase Binding Agreement. *SENTRI: Journal of Scientific Research*, 4(12), 4338-4349.

⁴ Hamonangan, A., Taufiqurrahman, M., & Pasaribu, R. M. (2021). Binding sale and purchase agreement (PPJB) in transactions of transfer of land and or building rights. *Journal of Rectum: A Juridical Review of Criminal Justice*, 3(2), 239-255.

⁵ Ramadhiansa, T. R., Widodo, E., & Aribaawa, M. Y. (2025). SETTLEMENT OF LAND SALE AND PURCHASE DISPUTES BETWEEN SELLERS AND BUYERS: STUDY OF DECISION NUMBER 265/Pdt. G/2024/PN Sby. *COURT REVIEW: Journal of Legal Research* (e-ISSN: 2776-1916), 5(06), 56-65.

⁶ Alvita, A. (2021). Legal certainty for consumers on the binding agreement for the sale and purchase of flats. *Indonesian Notary*, 3(1), 9.

However, it needs to be emphasized that land ownership through the sale and purchase of land as a legal product has significant social and economic value, so it is vulnerable to various forms of violations such as acts of default from the owner or seller of land either directly or through a notary selling power of attorney such as, not submitting a certificate, not processing AJB, selling to other parties, not passing the buyer's money to the land owner, procrastination without a valid reason, and in practice all of this can qualify as a default or breach of promise.⁷

METHOD

This study uses an empirical juridical method to obtain comprehensive, accurate, and relevant data on the focus of the study. The empirical juridical approach was chosen because it is able to combine normative analysis of positive legal provisions with the reality of legal implementation in the field. Conceptually, this research begins with *library research* as a theoretical basis. Literature studies include searching literature in the form of books, scientific journals, papers, laws and regulations, and other academic documents that are relevant to the issue of buying land and land through PPJB, and a power of attorney as a strong analytical foundation. In addition, this research is also complemented by field research to obtain an empirical picture of the implementation of intellectual property law, both by implementing officials and parties directly involved in the management of intellectual property rights.⁸

The nature of this research is descriptive-analytical, namely, clearly describing the legal phenomenon being studied, then analyzing it based on the theory and applicable legal provisions. Through this method, the collected data is compiled systematically, explained in depth, and then analyzed to provide a complete picture of the legal problems faced. This study uses two types of data sources, namely primary data and secondary data. Primary data was obtained through interviews and direct observation of respondents or informants who are related to the implementation of intellectual property rights. Meanwhile, secondary data includes literature, laws and regulations, official documents, and digital sources related to land ownership studies and land purchase and purchase agreements in general.⁹

Data collection was carried out using structured interviews and direct observation for primary data, while secondary data was collected through document studies, literature searches, and studies of regulations and other formal documents. All data obtained were then analyzed using a qualitative analysis method with an objective approach. The analysis is carried out by interpreting data based on the theoretical framework and relevant legal provisions so as to produce logical, consistent, and consistent answers in accordance with the research problem. Through this process of analysis, the relationship between theory and practice can be clearly seen, considering that theory functions as a foundation in practice, while practice becomes a concrete

⁷ Marbun, E. (2025). THE SELLER'S LEGAL RESPONSIBILITY TO THE BUYER FOR DEFAULT IN THE LAND AND BUILDING SALE AND PURCHASE AGREEMENT.

⁸ Firmanto, T., Sufiarina, S., Reumi, F., & Saleh, I. N. S. (2024). Legal Research Methodology: A Comprehensive Guide to Scientific Writing in the Legal Field. PT. Sonpedia Publishing Indonesia.

⁹ Putra, A. A., Samudra, T. G., Priyatama, L., Adriaman, M., Fauzi, V. F., Pratama, A., ... & Fadhlurrahman, A. (2024). Method of Writing Legal Articles. Tri Scientific Education Foundation.

form of theory and has the potential to provide refinement of existing theoretical concepts.¹⁰

RESULTS AND DISCUSSION

1. Legal Certainty and Characteristics of Transfer of Land Rights Through Binding Sale and Purchase Agreement (PPJB)

A Sale and Purchase Agreement (PPJB) is a preliminary agreement document between the seller and the buyer of a house or land before the Sale and Purchase Deed (AJB) is made before the Land Deed Making Office (PPAT) or a notary. This document can be made underhand or an authentic deed prepared by a notary. In the PPJB, several important clauses are listed, such as: Sales and buyer data (name, ID card, address); Object of agreement (location, area, plan); Pricing and payment mechanisms, including down payment; The period of repayment and making AJB; A fine or restriction clause in the event of default. The main difference between PPJB and AJB is that PPJB is a temporary binding and not evidence of the transfer of rights. Meanwhile, AJB has the right to land or property that begins to be transferred. PPJB In Contract is an assistance agreement An assistance agreement is a preliminary agreement that serves to prepare the parties for the main agreement or the main agreement. For example, the Land Sale and Purchase Binding Agreement, which is the main agreement, is the Sale and Purchase Agreement outlined in the AJB, which is made before the authorized PPAT. In addition, an assistance agreement can also function to affirm, strengthen, change, or resolve a legal act. For example, the provision of guarantees on a debt-receivables agreement whose assistance agreement only exists if the principal agreement exists.¹¹

The Sale and Purchase Binding Agreement (PPJB) is a bridge to the creation of AJB (Deed of Sale and Purchase) because PPJB is an agreement or promise between the seller and the buyer of a piece of land or property but the conditions that must be met when the making of the AJB has not been fully fulfilled and complete, for example, the payment has not been paid off or the certificate is not ready. PPJB functions as a promise contained by both parties for the final transaction before PPAT, ensuring their respective rights and obligations, as well as sanctions in the event of default, before ownership rights officially transfer through AJB. PPJB became a temporary legal basis before AJB legally transferred ownership rights. PPJB is important to be made when the AJB cannot be implemented because it is a bridge to the process when the payment has not been completed, or the certificate has not been broken, and also provides legal protection and certainty for sellers and buyers by containing prices, details of land objects, payment methods, time, sanctions, and obligations.

The process of making PPJB to AJB is: Making PPJB contains the initial agreement of both parties made in front of a Notary or PPAT. It can also be made under the hand; Payment repayment, the buyer is required to complete the payment in full according to

¹⁰ Achjar, K. A. H., Rusliyadi, M., Zaenurrosyid, A., Rumata, N. A., Nirwana, I., & Abadi, A. (2023). Qualitative research methods: A practical guide to qualitative data analysis and case studies. PT. Sonpedia Publishing Indonesia.

¹¹ Herliaen Budiono, A Collection of Civil Law Writings in the Field of Notary, Citra Aditya Bakti, Bandung, 2007, p. 209.

the agreement contained in the PPJB; Fulfillment of AJB requirements is that all taxes such as seller tax, buyer's tax, PBB, and BPHTB must be completed and then proof of completion documents are prepared, including IMB documents if any. The creation of the AJB, after all the necessary documents are paid off and the necessary documents are complete, the AJB is signed by both parties in front of the PPAT, indicating that the transfer of ownership rights is legal. The change of name on the certificate, AJB, is the basis for the registration of the transfer of rights or the registration of land for the first time to the National Land Agency (BPN).¹²

The legal basis of the land PPJB is sourced from the Civil Code (KUHPerdata), namely Article 1320 of the Civil Code concerning the legal conditions of the agreement and Article 1335 of the Civil Code concerning unlawful causes as well as several Government and Ministerial Regulations that regulate property and land registration, namely Government Regulation No. 24 of 1997 concerning land registration and Government Regulation No. 37 of 1998 concerning the Regulation of the Position of Land Deed Making Officer (PPAT) as well as the Regulation of the Minister of PUPR No. 11/PRT/M/1019 which regulating the PPJB system for houses built by developers and affirming the PPJB requirements in front of a notary. In addition, the power of PPJB is also supported by jurisprudence and notary practices that ensure that this document has binding legal force if it is made in accordance with the rules and meets the legal requirements of the agreement.¹³

2. Legal Protection for Buyers in Good Faith Related to PPJB based on the Power of Attorney to Sell

The basic concept of land buying and selling transactions is light and cash. Terang means that it is done openly, clearly, with the object and subject of the owner, complete with papers and proof of ownership. Cash means paid instantly and at once. The taxes are paid, the signature of the Deed of Sale and Purchase, to then be processed back the name of the certificate.¹⁴

However, in practice, for various reasons, the concept of light and cash often cannot be fulfilled. It has not been fulfilled, it does not mean that the transaction cannot be carried out; there are other instruments, namely, with a Sale and Purchase Binding Deed ("PJB") as a binder, as a sign of the purchase and sale transaction, while waiting for the unresolved transaction. The requirements for the Deed of Sale and Purchase have not been met, it could be because the payment has not been paid in installments, the certificate is still in the process of being broken up or other processes, not being able to pay taxes, or other legal conditions. The Sale and Purchase Binding Deed is made with 2 (two) versions, namely: The new Sale and Purchase Binding Deed is a promise because

¹² Apriana, N. (2023). Legal Certainty for Buyers of Kiosks with HGB Status That Are Not Done in Front of a Notary and PPAT (Doctoral dissertation, Islamic University of Indonesia).

¹³ Araf, Z., Sulaksono, A., & Suyatno, S. (2023). THE RATIO DECIDENDI TO THE CANCELLATION OF THE DEED (PROBATIONIS CAUSA) OF THE SALE AND PURCHASE MADE IN VIOLATION OF THE PROVISIONS OF ARTICLE 1320 OF THE CIVIL CODE. *Journal of Legal Reform: Cogito Ergo Sum*, 6(1), 11-18.

¹⁴ Hayati, N. (2016). Transition of Rights in the Sale and Purchase of Land Rights (a review of sale and purchase agreements in western law concepts and customary law within the framework of national land law). *Lex Jurnalica*, 13(3), 147934.

usually the price has not been paid off (commonly referred to as: PJB Not Paid Off; Deed of Binding Sale and Purchase whose payment has been made in FULL, but the making of the sale and purchase deed has not been carried out before the authorized PPAT, because there is still a process that has not been completed, for example: it is still in the process of splitting the certificate, it is still in the process of merger and various other reasons that cause the Sale and Purchase Deed to not be made (commonly referred to as: PJB Lunas).

If the form is PJB Not Paid, then there is no power of attorney in it, except for the conditions for fulfilling an obligation. Meanwhile, if the payment has been paid off and PJB is made in full, then it is accompanied by a Power of Attorney to sell, from the seller to the buyer. So, when all the requirements have been met, without the need for the presence of the seller, because he has been represented, he has given a power of attorney, with the redaction of power to sell to the buyer, the Notary/PPAT can immediately make the Deed of Sale and Purchase, and then process the name of the certificate. Article 1792 of the Civil Code ("Civil Code"), it states, "A grant of power is an agreement by which one gives power to another, who receives it, to conduct a matter on his behalf".¹⁵

Power of attorney to sell falls into the category of power used to transfer objects that can only be done by the owner. Therefore, for this power of sale, a power of attorney is required with firm words in the deed (Article 1796 of the Civil Code).

This power to sell can be included as a clause in the PJB; it can also stand alone, in the form of a separate deed. So, when signing, sign two acts: PJB and the Power of Sale Act. In the case of the Power of Attorney to sell in as a clause in the PJB, only the PJB deed is signed. The power to sell is included as a clause in the PJB. Before signing the PJB, the Notary reads and explains the contents of the deed to be signed by you and the buyer as a sign of understanding, mutual agreement, and agreement. The Buyer can re-read the article by article in the copy of the PJB deed, learn the content of the clause, because from there it is the basis, what steps can you take next. If in the clause it is stated/regulated in firm words that you give power of attorney to sell to the buyer, then when all the requirements to upgrade the PJB to a Sale and Purchase Deed are met, you, as the seller, do not need to bother to come back to sign the Sale and Purchase Deed, just the buyer. The buyer acts as the seller's attorney, on the basis of the power of attorney that is already in the PJB, which has been perfectly signed by the seller and the buyer. However, if there is no Power of Attorney clause to sell in the PJB, as a basis as I have explained before, then you can report to the authorities.¹⁶

For the type of Paid PJB deed, the Selling Power contained in the Paid PJB deed is absolute, meaning that it cannot be revoked and will not end for the reasons stipulated in Article 1813 of the Civil Code. This is to ensure legal certainty for buyers who have paid in full the price they have paid, in full but have not been able to implement it in return because of one thing or another; there are conditions that have not been met. It

¹⁵ Cipta, R. A. (2020). Deed of Binding Sale and Purchase of Land before the Deed of Land Deed Making Office. Notary, 13(2), 890-905.

¹⁶ Rohidin, S. H. (2020). Buying and selling land rights based on the deed of power of attorney to sell a notary in Magelang Regency.

should also be noted that, if this power of attorney is an inseparable part of the Paid PJB, then if the Paid Employment Leave deed has been signed perfectly without any element of error, coercion or deception, then the Paid Employment Leave process, which continues to become the AJB and arrives behind the name of the certificate, has indeed run as it should.¹⁷

Unless the power of attorney is made purely with the intention of selling an asset that is not related to the PJB deed. The pure power of attorney can be revoked by using a deed of revocation of power, in the event that the sale and return of name has not been carried out. However, if it has been reversed, it means that the deed of sale and purchase has occurred. The cancellation of the sale and purchase must be filed with the competent District Court if you can prove that the power of attorney was given due to mistake, coercion, or fraud.

Legal acts carried out by a group of people must be based on the principle of good faith, especially in buying and selling transactions. Good intention must be carried out by both the buyer and the seller, good faith for the buyer by carrying out the payment of the price according to the agreement, while for the seller must be responsible for handing over the object of sale and purchase that has been paid in a non-collateral situation to any party or the object in the sale and purchase agreement is not in dispute. Honesty or goodwill can be seen at the beginning of the legal act or during the exercise of the rights and obligations stipulated in the legal act.¹⁸

A buyer who is in good faith has no knowledge or can be considered to be unaware of the defect in the process of transferring land rights in the object of the land he purchased. According to the Supreme Court Circular Letter Number 4 of 2016, a person can be considered a buyer with a good contract if he has met two criteria, namely first, the buyer has carried out the land buying and selling process with legal procedures and documents in accordance with applicable regulations, and second, the buyer has exercised caution by examining all aspects related to the object of land being sold, Therefore, buyers with good intentions must receive legal protection.¹⁹

Legal protection is an action to ensure the fulfillment of rights and to provide support and security to witnesses or victims who are affected or harmed. Legal protection for victims of crime as part of community protection can be implemented in a variety of ways, including through restitution, compensation, medical services, and legal aid. Marulak Togatorop defines that: "Legal protection is a protection provided to legal subjects in the form of legal tools, both preventive and repressive, both written and unwritten. In other words, legal protection is an illustration of the function of law,

¹⁷ Hamonangan, A., Taufiqurrahman, M., & Pasaribu, R. M. (2021). Binding sale and purchase agreement (PPJB) in transactions of transfer of land and or building rights. *Journal of Rectum: A Juridical Review of Criminal Justice*, 3(2), 239-255.

¹⁸ T. Latiful, Marlia Sastro, and Herinawati, "Legal Protection for Buyers in Good Faith (Study of the Decision of the Banda Aceh High Court Number 67/PDT/2015/PT-BNA)," *Suloh: Journal of the Faculty of Law, Malikussaleh University*, Vol. 11, No. 2, (2023), p. 402

¹⁹ Supreme Court, Circular Letter of the Supreme Court concerning the Implementation of the Formulation of the Results of the Plenary Meeting of the Chamber of the Supreme Court in 2016 as a Guideline for the Implementation of Duties for the Court, SEMA Number 4 of 2016.

which is the concept where law can provide justice, order, satisfaction, usefulness, and peace."²⁰

The increasing need for land is directly proportional to the increase in the process of transferring land rights.²¹ In this transition process, there is a lot of imbalance between the amount of land availability and the number of people who want or need to own a piece of land, while buying and selling land there are various kinds of problems that are detrimental to the seller and the buyer, for that it is necessary to have legal protection from the process of transferring land rights to protect the satisfaction of the parties in this land buying and selling process.

Results

The results of the study show that the act of default in the sale and purchase of land through the Binding Agreement of sale and purchase through a notarial power of attorney is still widely violated, especially in the form of default. In general, the most dominant forms of offense include. such as acts of default from the owner or seller of land, either directly or through the power of attorney of a selling notary, such as not submitting a certificate, not processing the AJB, selling to another party, not forwarding the buyer's money to the land owner, or stalling without a valid reason. Law enforcement, this study notes several mechanisms available to buyers when a violation occurs. First, the Buyer can apply for *provisional measures* to the District Court to stop the transfer of evidence of land ownership and secure evidence. Second, the right owner can file a lawsuit for compensation and request the confiscation of the infringing goods through civil channels. Third, the buyer can report violations to law enforcement officials, both the National Police, for criminal proceedings.

This study also identifies acts of default. According to Professor R. Soebekti, who is an expert in civil law, default means that if the debtor does not do what he promises, then it is said that he has committed a default. Furthermore, the achievement is not fulfilled; there are two possibilities, namely the debtor's mistake, which can be in the form of an intentional or negligent circumstance, or due to a compelling circumstance.²² In the case of the debtor's fault, when one of the parties has carried out or not carried out, or did not give something according to the agreement, it can be said to be a breach of promise or default. Therefore, there must be an agreement and measurable achievement to know that "he" has carried out, or has not carried out, such as not handing over the object of sale or doing but being late, such as promising to deliver the object of sale and purchase on Sunday but being sent the day after or doing something that he should not do as a reference for default, such as carrying out something that is not allowed in the agreement.

²⁰ Marulak Togatorop, Protection of Land Rights of Indigenous Law Communities in Land Procurement for the Public Interest, (Sleman: STPN Press, 2020), p. 93.

²¹ Vania Digna Anggita, and Mohamad Fajri Mekka Putra, "Implications of Illegally Acquired Land Rights", USM Law Review Journal, Vol. 5 No. 2, (2022), p. 783.

²² Dermina Dsalimunthe, The Legal Consequences of Default in the Perspective of the Civil Code (BW), Al-Maqasid Journal Volume 3 – Number 1 January – June 2017 Edition, p. 16.

As a result of the law of default, based on the opinion of Professor R. Soebekti, the debtor (debtor) who does not do what he promised is due to negligence or negligence (not due to compelling circumstances or *force majeure*), so that it can be said to be a default. Therefore, legal sanctions can be obtained in the form of paying compensation suffered by creditors based on Article 1243 of the Criminal Code; The first is to pay the compensation suffered by the creditor under Article 1243, compensation can be requested by the creditor based on (a) all costs that have been incurred by the creditor since the default occurred, (b) losses incurred due to damage to goods, (c) interest in the form of loss of profits that have been planned by the creditor due to default. However, there are two limitations to the claim for damages, namely foreseeable losses when the agreement is made and losses resulting from fraud as a direct result of the default. [5] Cancellation of the agreement based on Article 1266 of the Criminal Code or using Article 1338 paragraph (2); The creditor may request for the cancellation of the agreement. However, the cancellation of the agreement must pay attention to Article 1266 of the Criminal Code, which states that the cancellation of the agreement must be done through the court. In addition, Article 1338 paragraph (2) can also be implemented for the cancellation of agreements through agreement from negotiations between the parties. Risk shifting: The risk in question is a risk that occurs due to *an act of god* or *force majeure* and results in default. In this case, the risk that initially did not pass to the debtor becomes fully transferable to the defaulting party as a sanction for default.²³ Payment of case fees; This sanction can only be requested when it has been proven before the judge with a determination from the judge, so that the debtor can pay compensation in the form of money arising from disputes in resolving disputes. In closing, based on the opinion of Professor R. Soebekti, the legal sanctions for the party that commits a default that can be requested are the fulfillment of the agreement, the fulfillment of the agreement plus compensation, compensation only, the cancellation of the agreement, and the cancellation of the agreement plus compensation. The five possibilities mentioned above are the measures of sanctions that can be given to the defaulting party.

CONCLUSION

The implementation of the Online Single Submission (OSS) system shows significant developments in the government's efforts to reform business licensing in Indonesia. Through continuous improvement, especially with the implementation of a risk-based licensing approach, OSS is able to simplify the business licensing registration process and increase ease of access for business actors. This system provides efficiency in terms of time and procedures, and contributes to creating legal certainty and a more conducive business climate. The division of business risk levels in risk-based OSS is also a major advantage, because business classification is no longer solely based on the amount of capital, but on the potential impact of business activities on the environment, health, safety, and society. This approach allows for more proportionate and effective regulation and supervision according to the characteristics of each business activity.

²³ Ines Age Santika, *et.al.*, *Dispute Resolution and Legal Consequences of Default in the Case Between PT Metro Batavia and PT Garuda Maintenance Facility (GMF) Aero Asia*, Private Law Edition 07 January – June 2015, p. 57.

However, the implementation of OSS still faces several challenges, especially related to the protection of personal data of business actors that have not been regulated comprehensively and in detail. In addition, business actors' understanding of the fulfillment of standard requirements and business commitments still needs to be improved. Therefore, it is necessary to strengthen regulations, increase socialization, and ensure optimal supervision so that the risk-based OSS system can run effectively and sustainably in accordance with the purpose of its formation.

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