

Legal Certainty in Recording Binding Sale and Purchase Agreements at the Land Office

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Abstract

The suboptimal regulation and implementation of the registration of Preliminary Sales and Purchase Agreements (PPJB) within the Indonesian land administration system have led to uncertainty and weak legal protection for the parties involved, particularly buyers acting in good faith. This issue is further complicated by the provision of Article 90(1) of Government Regulation No. 18 of 2021, which uses the word "may" in regulating the registration of PPJBs, indicating an optional nature that leads to ambiguity in the legal norm and the absence of a mandatory registration requirement in practice. The research questions include the regulations governing the registration of PPJBs based on laws and regulations and the urgency of registering PPJBs at the Land Office. The objective of this study is to analyze these two aspects, with theoretical benefits for the development of civil law and practical benefits as a reference for the public and practitioners. The method used is normative legal research with a legislative, conceptual, and case-based approach, utilizing qualitative analysis. Research findings indicate that the registration of PPJBs is regulated under Government Regulation No. 18 of 2021 and Ministry of Agrarian Affairs and Spatial Planning/National Land Agency Regulation No. 16 of 2021; however, because it is optional, it has not yet provided optimal legal certainty and has not been effectively implemented. Failure to register PPJBs poses legal risks, as reflected in Supreme Court Decisions No. 1313 K/Pdt/2016 and No. 673 K/Pdt/2023. The registration of PPJBs is urgent as a preventive instrument to enhance transparency, certainty, and legal protection; therefore, regulatory strengthening, the development of technical guidelines, and the optimization of implementation and public awareness are necessary.

INTRODUCTION

Indonesia is a state of law as affirmed in Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia. The principle of the state of law means that the entire implementation of the life of the nation and the state must be based on the law in order to ensure legal certainty, justice, and protection of citizens' rights. In this context, the law not only functions as a norm that regulates public behavior, but also as an instrument to create order and provide protection for individual interests and public interests.

One of the fields of law that has an important role in realizing legal certainty and protection is land law. Land is a resource that has high social, economic, and political value so it requires an orderly and integrated arrangement. Article 33 paragraph (3) of the 1945 Constitution of the Republic of Indonesia emphasizes that: "The earth and water and the natural resources contained therein are controlled by the state and used for the greatest prosperity of the people".¹ This provision became the philosophical basis for the birth of Law Number 5 of 1960 concerning the Basic Regulation of Agrarian Principles (UUPA) which aimed to create legal certainty regarding land rights for all Indonesian people.

In order to realize legal certainty in the land sector, the UUPA places land registration as the main instrument. Article 19 of the UUPA provides instructions to the Government to carry out land registration that is *cadastral rechts* or *legal cadaster* in order to provide legal certainty. Through land registration, every legal event related to land, especially the transfer of rights, is recorded and announced to the public so that it can prevent disputes in the future.²

The transfer of land rights can occur due to inheritance or legal acts such as buying and selling, grants, exchanges, and income in the company.³ In practice, the transfer of rights most often occurs through buying and selling. Buying and selling land is a civil legal relationship that results in the transfer of land rights from the seller to the buyer. Formally, the sale and purchase of land is carried out with a Deed of Sale and Purchase (AJB) made in front of the Land Deed Making Officer (PPAT) as stipulated in Article 37

¹ I did. Suwitra, "The Existence Of Customary Land And Its Problems For Strengthening Customary Villages In Bali," *WISE: Journal of Environment and Development* 4, no. 1 (2020): 31–44, <https://doi.org/doi:10.22225/wicaksana.4.1.1816.31-44>.

² Frederik et al., "Registration of Land Rights in the Perspective of Legal Certainty," *Amanna Gappa* 32, no. 1 (2024): 19–27, <https://journal.unhas.ac.id/index.php/agjl/article/view/35063>.

³ Yustisia et al. Setiari, "Law, Position, Party, Controlling Object, Right to, Land Position, Law of the Party, Who Controls, Legal Position of the Party Who Controls the Object of Land Rights Related to the Imperfect Process of Transferring Rights" 3 (2021).

paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration (PP 24/1997). After the AJB is made, the transfer of rights must be registered with the land office in order to obtain legal force and administrative recognition.

However, in practice, the implementation of land buying and selling cannot always be carried out directly through AJB. Various administrative, technical, and economic obstacles often arise, such as land that is still in the process of splitting certificates, land objects that have not been certified, or price payments are made in stages.⁴ In such conditions, the parties usually make a Binding Sale and Purchase Agreement (PPJB) as a preliminary agreement before the implementation of the AJB.

PPJB is an agreement between prospective sellers and prospective buyers of land and/or buildings that serves as an initial binding before the sale and purchase is carried out in front of PPAT. The existence of PPJB is recognized based on the principle of freedom of contract in Book III of the Civil Code, as long as it does not conflict with the law, decency, and public order.⁵ Juridically, PPJB only gives birth to a legal relationship that is obligatory, which gives rise to rights and obligations for the parties, but does not necessarily transfer land rights. Therefore, even though the payment has been made in part or in full, the right to the land remains with the seller until an AJB is made and a registration of the transfer of rights is carried out.

The development of increasingly complex land transaction practices, especially in the property and investment sectors, has prompted the Government to update regulations through Law Number 11 of 2020 concerning Job Creation as repealed by Government Regulation in Lieu of Law (Perpu) Number 2 of 2022 concerning Job Creation which has been stipulated by Law Number 6 of 2023. As a follow-up and derivative of the Job Creation Law, the Government then issued Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Flats, and Land Registration (PP 18/2021).

One of the new arrangements in PP 18/2021 is regarding the registration of PPJB as stipulated in Article 90 paragraph (1) which stipulates that: "Interested parties can apply for the registration of binding sale and purchase agreements or lease agreements on registered land to the Land Office." The use of the word "may" indicates that PPJB recording is facultative, not obligatory. The provision also does not explicitly explain the types of PPJB that can be recorded or the period of validity of PPJB registration. The

⁴ Suwitra, "The Existence Of Customary Lands And Their Problems For Strengthening Customary Villages In Bali."

⁵ Afdal Aperta Safatullah and Mahlil Adriaman., "The Urgency Of The Sale And Purchase Binding Agreement In Ensuring Legal Protection For Sellers And Buyers In Land Transactions.," *Iuris Notitia : Journal Of Law* 3, no. 1 (2025): 31–35, <https://doi.org/doi:10.69916/iuris.v3i1.228>.

uncertainty of this arrangement has the potential to cause legal uncertainty and open up opportunities for land disputes.

The potential for this dispute can be seen in Decision Number 1313 K/Pdt/2016, where buyers who have paid off payments based on PPJB turn out to face the fact that the Certificate of Ownership of the object of sale and purchase is guaranteed by the developer to the bank. When the developer defaults on the loan, the bank refuses to hand over the certificate and plans to hold an auction. A similar case also occurred in Decision Number 673 K/Pdt/2023, where the seller guaranteed a Certificate of Ownership of the PPJB object to the bank through a Deed of Grant of Dependent Rights. This condition shows that the buyer who has been in good faith is still at risk of losing the rights to the land and/or building that he has paid for. Based on this description, a more in-depth study is needed regarding the regulation of PPJB registration based on laws and regulations and the urgency of PPJB registration at the Land Office.

METHODS

This study uses a *normative legal research* method which is complemented by interview results. Normative legal research focuses on legal rules, principles, and norms sourced from laws and regulations, court decisions, and the doctrines of legal experts. This study examines the arrangements regarding the recording of Sale and Purchase Binding Agreements (PPJB) based on the applicable positive law, while interviews are used to enrich analysis related to PPJB recording practices at the Land Office. The approaches used include the *statute approach*, the *conceptual approach*, and the *case approach*. The legislative approach is carried out by examining regulations related to PPJB registration, the conceptual approach is used to examine relevant legal principles, doctrines, and concepts, while the case approach is carried out through the review of court decisions related to PPJB disputes to understand the judge's legal considerations. The legal materials in this study consist of primary legal materials and secondary legal materials. Primary legal materials include laws and regulations and court decisions related to research, while secondary legal materials are obtained from books, journals, scientific articles, and other relevant literature. The collection of legal materials is carried out through library *research*, then analyzed qualitatively with descriptive methods and using grammatical and systematic interpretation to obtain a complete understanding of the PPJB recording arrangements at the Land Office.

RESULTS AND DISCUSSION

1. PPJB Registration Arrangements Based on Laws and Regulations

Herlien Budiono called PPJB an aid agreement that functions as a preliminary agreement and is free in form.⁶ Basically, PPJB is a legal instrument that develops in the practice of land and/or building rights transactions as a consequence of the conditions for the transfer of rights through AJB before PPAT. In land practice in Indonesia, not all land buying and selling transactions can be carried out directly with AJB because there are often administrative, technical, and economic obstacles, such as certificates that are still in the process of breaking or changing names, land objects that have not been registered, or price payments that are made in stages. In such conditions, the parties usually make PPJB as a form of initial binding before the implementation of the principal agreement in the form of land purchase and sale. Therefore, PPJB is essentially a preliminary agreement that serves to ensure the certainty of the legal relationship between prospective sellers and prospective buyers until the conditions for AJB are met.

Although the object agreed in the PPJB is in the form of land rights that are within the scope of agrarian law, the regulation regarding the PPJB is not found explicitly in the UUPA. The basis for the existence of PPJB actually rests on the legal provisions of the agreement in Book III of the Civil Code. In civil law doctrine, PPJB is seen as an *innominate contract* born from the principle of freedom of contract as reflected in Article 1319 of the Civil Code. The provisions allow the parties to make various forms of agreements as long as they do not conflict with the law, decency, and public order. Thus, even though it is not specifically regulated in laws and regulations, PPJB is still recognized for its existence and is legal as long as it meets the conditions of the validity of the agreement.

As an agreement, PPJB is required to meet the legal requirements of the agreement as stipulated in Article 1320 of the Civil Code, namely the agreement of the parties, the ability to make an agreement, a certain object, and a halal cause. The agreement of the parties must be given freely without coercion, fraud, or error. The parties must also be legal subjects who are competent according to the law to perform legal acts. In addition, the object of the agreement must be clear and determinable, including the identity of the land, area, location, and status of land rights. The halal cause requirement means that the purpose of making PPJB must not be contrary to law, morality, or public order. If these conditions are met, then based on Article 1338 of the Civil Code, PPJB is binding as a law for the parties who make it and must be implemented in good faith.

⁶ Muhammad Suhardi, "The Legal Position Of The Binding Sale And Purchase Agreement (Ppjb) In The Event Of A Dispute In Baubau City," *Legal Dynamics* 14, no. 1 (2023), https://ejurnal.unisri.ac.id/index.php/Dinamika_Hukum/article/view/9024.

The position of PPJB in the Indonesian legal system basically only gives birth to legal relations that are obligatory. This means that PPJB only creates rights and obligations for the parties without directly transferring land rights. The seller is obliged to hand over the land object according to the agreement, while the buyer is obliged to pay the price of the land as agreed. However, the juridical right to the land remains with the seller until the implementation of the AJB before the PPAT and the registration of the transfer of rights is carried out at the Land Office in accordance with the provisions of agrarian law. Thus, PPJB cannot be equated with AJB because PPJB is only a preliminary stage in the process of transferring land rights.

In practice, PPJB is generally made in the form of an authentic deed by a notary to provide legal certainty and stronger evidentiary power for the parties. The authority of notaries in making authentic deeds is regulated in the Law on Notary Positions, while the requirements for the authenticity of deeds are regulated in Article 1868 of the Civil Code. An authentic deed has perfect evidentiary power as long as it is made in accordance with the provisions of laws and regulations. Therefore, the creation of PPJB in the form of a notary deed provides better legal protection than PPJB made under hand.⁷ This is important considering that PPJB is often used in high-value transactions and involves large legal interests.

The development of increasingly complex land transaction practices then prompted the government to update regulations, one of which was through regulations regarding PPJB registration at the Land Office. This arrangement emerged through Government Regulation Number 18 of 2021 as a derivative of the Job Creation Law and was reaffirmed in the Regulation of the Minister of Agrarian and Spatial Planning/Head of the National Land Agency Number 16 of 2021. In this provision, it is emphasized that interested parties can apply for PPJB registration on land that has been registered with the Land Office. This provision is a new development in the national land law system because previously PPJB only had the power to bind in a civil manner without being recorded in the land administration system.

Normatively, the registration of PPJB is carried out on the general register and/or certificate of land rights by including information that the land object is bound by PPJB along with the identity of the parties, deed number, deed date, and notary who made it. With this registration, the status of land as an object of PPJB can be known by third parties through the mechanism of checking certificates or requesting land information.

⁷ Kesumawardhani, Adhiningtyas Brigitha, and Ana Silviana, "Notary Liability for the Making of Land Sale and Purchase Agreement Deeds That Do Not Meet the Formal Requirements," *Nomos : Journal of Legal Research* 5, no. 1 (2025): 201–9, <https://doi.org/doi:10.56393/nomos.v5i4.3109>.

Therefore, PPJB registration has an important administrative and informative function in order to provide transparency on the legal status of a land plot.

The requirements for PPJB registration basically include a copy of the PPJB deed, the identity of the parties, and the original certificate of land rights in question. However, based on the results of interviews with parties from the Denpasar City Land Office, in practice the applicant is also asked to attach other supporting documents such as an application letter, a power of attorney if submitted through a power of attorney, and other documents that show the legal relationship between the parties and the land object in question. In addition, the applicant is also required to pay non-tax state revenue in accordance with applicable regulations. This shows that even though the PPJB recording arrangement has existed normatively, its implementation still requires administrative adjustments in practice.

However, the implementation of PPJB registration at the Land Office has not been fully optimal. Based on the results of the interview, until now there has been no application for PPJB registration that is included in the Computerized Land Activities (KKP) system in Denpasar City. This condition is influenced by the absence of detailed operational technical instructions from the ministry and the lack of comprehensive integration of the land administration system. Thus, the PPJB recording arrangement at this time still tends to be normative and not fully operational in practice.

In addition to implementation issues, the regulation regarding PPJB registration also still leaves a number of ambiguities in norms. The provisions in PP 18/2021 and the Minister of ATR/KBPN Number 16 of 2021 do not provide a clear definition of "interested parties" who can apply for PPJB registration. In practice, interested parties are understood as parties to PPJB, namely sellers and buyers, but it is possible that the application is submitted by a notary or legal representative who is authorized by the parties. The absence of a limiting explanation of the subject of law opens up space for different interpretations in practice.

In addition, laws and regulations also do not explain the types of PPJB that can be recorded, whether only PPJB has been paid off or also includes PPJB whose payment has not been paid off. Based on the practice and interview results, PPJB recording is more relevant for PPJB that has fulfilled the payment obligation in full because it shows a higher level of transaction certainty. However, because there are no strict restrictions in the regulations, this has the potential to cause differences in implementation in the field.

Another problem is related to the period of PPJB registration. The applicable provisions do not expressly regulate how long PPJB registration is valid in the land system. Based on the results of the interview, the recording remains valid as long as it

has not been deleted, either because AJB has been implemented or because there is a request for strikeout. The absence of this deadline has the potential to cause legal uncertainty if a PPJB is never followed up but is still recorded in the land system.

From the perspective of legal certainty theory, this condition shows that the PPJB recording arrangement still contains normative weaknesses. According to the theory of legal certainty, a legal rule must be clear, consistent, and easy to apply in order to be able to provide legal protection for the community. However, in the regulation of PPJB registration, there are still multi-interpreted norms, especially related to the use of the word "may" in Article 90 paragraph (1) of PP 18/2021 which shows that PPJB registration is facultative, not a legal obligation. As a result, not all PPJB transactions are recorded in the land system, so legal protection for buyers and third parties cannot be optimally guaranteed.

The unclearness of the arrangement also has the potential to cause land disputes. In practice, there are often cases where land objects that have been agreed upon in PPJB are still guaranteed to the bank by sellers or developers. Such a condition can be detrimental to buyers who have carried out their obligations in good faith, especially if the land certificate is made the object of the right of dependency and then executed by the creditor. With the registration of PPJB at the Land Office, it is basically expected that there is administrative information that can provide greater protection for the interests of buyers and interested third parties.

Based on this description, it can be understood that juridically PPJB is a preliminary agreement that is subject to the provisions of civil law and is obligatory, while the transfer of land rights must still be carried out in accordance with the provisions of agrarian law through AJB and land registration. Meanwhile, the regulation regarding the registration of PPJB at the Land Office is a form of development of national land law in order to provide legal protection and certainty for land transactions. However, the arrangement is still not completely clear and the implementation is not optimal. Therefore, more detailed arrangements, clear technical instructions, and harmonization of the land administration system are needed so that PPJB registration can function effectively in providing certainty and legal protection for the community.

2. The Urgency of PPJB Registration at the Land Office

PPJB is a preliminary agreement that is commonly used in the practice of land and/or building purchase and sale transactions when the conditions for the implementation of AJB have not been met. In land practice, PPJB is usually made because the payment has not been paid off, the certificate is still in process, or the land object is still encumbered with dependent rights. Therefore, PPJB functions as an initial binding instrument that

provides certainty of the legal relationship between the seller and the buyer before the transfer of rights is carried out perfectly through AJB and land registration. However, in the Indonesian land law system, PPJB does not yet have the power as evidence of full ownership of land rights because the land rights are still juridically recorded in the name of the seller. This condition raises legal problems, especially if the PPJB is not recorded at the Land Office.

The provisions of Article 90 paragraph (1) of Government Regulation Number 18 of 2021 stipulate that PPJB "may" be recorded at the Land Office. The use of the word "may" indicates that PPJB registration is facultative or not mandatory. However, this facultative nature in practice actually raises various legal problems that have an impact on the weak legal protection for buyers, especially buyers in good faith. PPJB basically only gives birth to a legal relationship that is obligatory, namely a relationship in the form of rights and obligations between the parties without transferring land rights directly. Even though the buyer has made a repayment, legally the land is still registered in the seller's name so that the seller is still formally considered a legal rights holder. (Siregar, Marbun, and Siregar 2020)

This condition becomes even more problematic when PPJB is not recorded in the land administration system. The absence of registration causes no public information about the status of land that is currently the object of PPJB. As a result, the seller can still carry out various other legal acts against the land, such as reselling it to other parties or making it as collateral for the debt to the bank. In such a situation, a third party who obtains land rights or dependent rights is often considered a party in good faith because they are not aware of the existence of PPJB beforehand. Meanwhile, the buyer only has evidence in the form of a private agreement whose position is relatively weaker compared to the rights that have been registered in the land system.

The legal risks due to the non-recording of PPJB are reflected in several court decisions. In the Supreme Court Decision Number 1313 K/Pdt/2016, the buyers have paid off the payment for land and buildings based on PPJB, but the title certificate for the object turned out to be used as collateral by the developer to the bank. As a result, the buyer faces the threat of losing the rights to the land he has paid for. The Supreme Court ultimately granted protection to the buyer in good faith, but this protection was only obtained after going through a lengthy litigation process. A similar case is also seen in the Supreme Court Decision Number 673 K/Pdt/2023, where land objects that have been agreed upon in the PPJB are encumbered with dependent rights without the buyer's knowledge. The dispute shows that without the registration of PPJB, the buyer's position

becomes very vulnerable because the legal relationship is not reflected in the land administration system.

Based on these cases, it can be understood that PPJB registration has a very important preventive function. With the registration, third parties such as banks or other prospective buyers can know that the land object is being bound in a PPJB so that it can prevent double sales or illegal imposition of dependent rights. Thus, PPJB registration not only provides protection to buyers, but also creates transparency in land law traffic.

From the perspective of land law, PPJB registration is closely related to the principle of publicity. This principle requires that every legal event related to land can be known to the public through the land registration system.⁸ In the national agrarian legal system, the principle of publicity is one of the main means to create legal certainty and legal protection.⁹ However, if the PPJB is not recorded, then there is a void of information in the land system because the legal relationship that has occurred between the seller and the buyer is not reflected in the land data. This condition creates a discrepancy between the factual situation and the juridical situation, thus opening up the opportunity for abuse by parties who do not have good faith.

The non-recording of PPJB also causes an imbalance in legal protection between the parties. Buyers who have fulfilled their obligations, even up to repayment, do not get adequate protection because their rights have not been recorded in the land system. On the other hand, third parties such as creditors can actually obtain stronger protection if their rights are registered through the right of dependents. This shows that without PPJB registration, buyers are in a weaker position in the system of proof and legal protection.

From the perspective of legal protection theory, this condition shows the importance of PPJB registration as a form of preventive legal protection. Legal protection should not only be provided after a dispute occurs through a judicial mechanism, but must also be realized through instruments that are able to prevent disputes from occurring in the first place. With PPJB registration, the legal relationship between the seller and the buyer obtains administrative recognition in the land system so that it can be known by third parties. This provides more effective protection for well-meaning buyers and reduces the potential for unlawful acts.

⁸ Lestario, Arie, and Erlina Erlina, "Land Registration System That Provides Legal Protection for Land Rights Certificate Holders in Indonesia," *Notary Law Journal* 1, no. 1 (2022): 1–30, <https://doi.org/doi:10.32801/nolaj.v1i1.1>.

⁹ Sama Hulu, Berkat, and Rd. Yudi Anton Rikmadani, "Legal Review of Land Registration Based on Government Regulation Number 24 of 1997: A Case Study of Decision Number 5/PDT. G/2024/PN BYW," *Legal and Democracy Advocacy (AHD)* 3, no. 1 (2025): 94–109, <https://doi.org/doi:10.61234/ahd.v3i1.105>.

In addition to being related to legal protection, the urgency of PPJB registration is also related to efforts to realize orderly land administration. A good land administration system must be able to fully and accurately reflect all legal events related to land. If the PPJB is not recorded, then there is a data gap in the land administration system which causes information about the legal status of the land to be incomplete. With the registration of PPJB, the land system will be more transparent and able to describe the legal conditions of land more comprehensively.

The urgency of PPJB registration can also be seen from the results of interviews with the Denpasar City Land Office. Based on the results of the interview, it is known that although the provisions regarding PPJB registration have been regulated in PP 18/2021 and the Minister of ATR/KBPN Number 16 of 2021, the implementation has not been optimal. Until now, there has been no application for PPJB registration that is included in the Computerized Land Activities (KKP) system. This is due to the lack of detailed operational technical instructions so that the existing arrangements are still normative and not fully operational. This condition shows that there is a gap between legal norms and implementation in the field.

Conceptually, PPJB registration is carried out through an application mechanism by interested parties by attaching the required documents. After administrative verification, the recording is carried out on the general register and/or land rights certificate so that information about PPJB can be known by third parties through land information services. Thus, PPJB recording basically has great potential to support the principle of publicity and increase transparency in the land system.

From the perspective of legal certainty theory, the urgency of PPJB registration is closely related to the need for a clear, consistent legal system that can provide protection for people's rights. Legal certainty not only requires the existence of legal rules, but also demands that these rules can be applied effectively in practice. PPJB registration allows transparency regarding the legal status of a land object so that each party can know the juridical condition of the land clearly. This is in line with Jan M. Otto's view that legal certainty requires the availability of rules that can be accessed and applied consistently. Thus, the recording of PPJB serves to bridge the gap between the factual situation and the juridical situation.

Furthermore, PPJB registration also has a function of controlling potential abuse by sellers. In a condition without registration, the seller still has the flexibility to carry out other legal acts on the land object because it is still formally registered as a rights holder. With the existence of a recording, the third party can know that the land object is in a certain legal relationship so that the potential for deviations can be minimized.

From a legal policy perspective, the use of the phrase "may" in Article 90 paragraph (1) of GR 18/2021 creates ambiguity in practice. Normatively, this provision gives the parties the choice to make a recording or not. However, in practice, this optional nature actually causes many parties not to record because they consider PPJB alone to be sufficient as the basis for transactions. In fact, based on various cases that have occurred, the failure of PPJB actually puts buyers in a position that is very vulnerable to legal and economic losses.

Therefore, PPJB registration should be seen not only as an administrative need, but also as a fundamental legal need in the national land system. The recording not only provides certainty and legal protection for the parties, but also serves to prevent disputes, increase transparency, and support orderly land administration. With the existence of registration, the legal relationship born from PPJB acquires administrative legitimacy so that it can be known and respected by third parties.

Based on this description, it can be understood that the legal consequences of not recording PPJB do not cause direct legal consequences because normatively PPJB registration is facultative. However, substantially, the non-registration of PPJB poses various legal risks that can harm buyers and weaken legal certainty in the land system. On the other hand, PPJB registration has a very high urgency because it is able to provide preventive legal protection, support the principle of publicity, prevent disputes, and realize orderly land administration. Therefore, PPJB registration should be positioned as an important part of the national land law system that cannot be ignored in practice.

CONCLUSION

The PPJB registration arrangements are regulated in Article 90 paragraph (1) PP 18/2021 and Article 127B of the Minister of ATR/KBPN No. 16 of 2021 which provides a legal basis for interested parties to submit an application for PPJB registration of registered land to the Land Office, which is then administratively recorded on the general register and/or PPJB object certificate. Normatively, registration is carried out on the application by attaching a copy of the PPJB deed, the identity of the parties, and the original certificate, and the deletion is also carried out based on the application which is then recorded in the land administration system. However, based on practice and interview results, the arrangement is not fully clear and operational, including: related to the use of the word "can" which indicates that the recording of PPJB is facultative and results in the number of PPJB that has never been officially recorded at the Land Office; the type of PPJB that can be recorded that is normatively not differentiated but in practice is more directed to PPJB that has been paid off; and the period of recording that is not is

strictly regulated and in practice valid as long as there has been no deletion/cross-out. In addition, the absence of detailed technical instructions and the lack of optimal implementation at the Land Office cause the PPJB recording arrangement to be normative, contain ambiguity, and have not fully provided legal certainty. The urgency of PPJB registration at the Land Office lies in its function as a means to provide certainty and legal protection in land transactions, because even though the registration is facultative, the non-recording of PPJB poses various legal risks such as the absence of publication to third parties, the weak position of the buyer in proof, and the opening of opportunities for unlawful acts such as double selling or the imposition of dependent rights. With the registration of PPJB, the legal status of land becomes more transparent and can be known by third parties, thus supporting the principle of publicity, preventing conflicts, and strengthening protection for buyers in good faith. Therefore, PPJB registration is essentially an important legal necessity in order to realize legal certainty, legal protection, and orderly land administration.

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