

## Juridical Overview of the Oral Land Sale and Purchase Agreement in the Conception of Legal Certainty

Satya Eka Syahputra Thayeb<sup>\*)</sup> and Bambang Tri Bawono<sup>\*\*)</sup>

<sup>\*)</sup> Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, E-mail: [putriaeny4@gmail.com](mailto:putriaeny4@gmail.com)

<sup>\*\*)</sup> Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, E-mail: [bambang@unissula.ac.id](mailto:bambang@unissula.ac.id)

**Abstract.** *The purpose of this research to find out and analyze the juridical review of the land sale and purchase agreement orally in the conception of legal certainty. Research methods it uses the approach in this study uses an empirical juridical approach. Empirical juridical research is an approach to problems regarding juridical matters and the existing facts regarding juridical matters. Empirical legal research or sociological research is legal research that uses primary data. The results of the study determined that: 1. Juridical Review of the Oral Land Sale and Purchase Agreement in the Conception of Legal Certainty. Based on Article 1320 of the Civil Code regarding the conditions for a valid agreement, it does not regulate the form of an agreement, so that in making an agreement, the community is free to determine its form. Making an agreement in oral form is still valid, as long as it has fulfilled the legal requirements of the agreement stated in Article 1320 of the Civil Code. Oral agreements are also valid as long as there is no law that stipulates that the agreement to be made must be in written form, so that the oral agreement also has legal certainty in binding the parties who made it, for that if there is a default in the oral agreement, the oral agreement can be used as the basis to declare someone to be in default. 2. The Role and Authority of a Notary in Realizing Legal Certainty Against the Sale and Purchase of Land Conducted Orally. The role of a notary in making an authentic deed as regulated in Act No. 40 of 2004 concerning Notary Positions, based on this provision, the notary's authority in making the deed of sale and purchase of land has strong legal force because the authority is based on the law, so the deed concerned (in terms of binding sale and purchase of land/sales and purchase deed) can be used as a basis for authentic evidence by the parties if in the future there is a dispute regarding the object of the agreement as stated in Article 15 paragraph (2) letter f of the UUJN. 3. Example of Making a Deed of Sale and Purchase of Land.*

**Keywords:** Agreement; Certainty; Legal; Oral.

## 1. Introduction

Written agreements are usually very easy to prove if one of the parties is in default because the written agreement uses an authentic deed and a private deed. However, the problem is how to bind and implement agreements made orally, as well as how to legally prove that there has been an agreement or agreement made by the parties, considering that oral agreements do not use authentic deeds and private deeds. An oral agreement is declared valid when it has fulfilled the conditions for making a contract. The terms of making a contract have been regulated in Article 1320 of the Civil Code which states that an agreement is considered valid and binding on the parties if it fulfills 4 (four) conditions, namely: 1. Both parties agree to bind themselves in the agreement. 2. The ability to make an agreement. 3. There is a certain thing in the contract. 4. There is a lawful cause, namely not violating the applicable law.<sup>1</sup>

An oral agreement is considered valid as a written contract because Article 1320 of the Civil Code does not at all regulate and require a contract or agreement to be made in writing, so that an oral agreement is also legally binding. However, not all agreements can be made orally. There are several agreements that must be made in writing and cannot be considered valid if they are not made in writing. If there is a dispute in an oral agreement, the oral agreement can be submitted as valid evidence in court by presenting witnesses who witnessed the oral agreement occur.<sup>2</sup>

An oral agreement is an agreement that has been made and agreed upon by the parties orally. This agreement is not the same as a written contract that spells out its terms in a document or deed. In article 1320 of the Criminal Code (the terms of a valid agreement) it does not require that an agreement be made in writing, so that an oral agreement is also binding and valid.<sup>3</sup> Article 1338 states that "all agreements made legally valid as law for those who make them, an agreement cannot be withdrawn other than with the agreement of both parties, or for reasons which the law states are sufficient for it. An agreement must be executed in good faith. The verbal agreement contains a promise that expresses the stated will and is considered a constitutive element of the binding power of the agreement. A new agreement is formed if there is an encounter or agreement between the promises made by one party to another."<sup>4</sup>

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<sup>1</sup>Billy Dicko Kekuatan Hukum Perjanjian Lisan Apabila Terjadi Wanprestasi. Fakultas Hukum Universitas Sebelas Maret. Jurnal Privat Law Vol. IV No. 2 July - Desember 2016. 14

<sup>2</sup>Aga Wigana, Political Directions For Land Law On Land Property Rights For The People, *The 5<sup>th</sup> International Conference and Call for Paper* Faculty of Law 2019, Sultan Agung Islamic University

<sup>3</sup>Rahmani Timorita Yulianti, Asas-Asas Perjanjian (Akad) dalam Hukum Kontrak Syari'ah, Jurnal Ekonomi Islam Vol. II, No. 1, July 2008. p. 9

<sup>4</sup>Ambe J. Njoh, Liora Bigon, Erick O. Ananga, Richard A. Ayuk-Etang, Institutional, economic and socio-cultural factors accounting for gender-based inequalities in land title procurement in Cameroon, *Journal of Public Transportation*, p. 116-125, <https://www.sciencedirect.com/journal/land-use-policy/vol/78/suppl/C>

Based on the explanation above, if you look at the author's pre-research, people still often use agreements made orally, this is what happened in Lameong-Meong Village, Dist. West Poleang Reg. Bombana. This case began with a claim of land covering an area of 340 M2 by family B (initial name) with a statement that the land was hereditary land belonging to their extended family, but the land, for decades had never been managed, so that the Lameong-Meong Village Dist. West Poleang in 2010 expanded the village hall to the area and included the land as assets or land belonging to the government of Lameong-Meong Village, Dist. West Poleang which will be used for the purposes of the general interest of the village community, such as the construction of a school (TK).<sup>5</sup>

Problems then arose in 2019, family B (initial name) came to the area, and said that the land, belonged to their family, as evidenced by the presence of several plants that were decades old, with this problem, the village government was then represented by the village head of Lameong-Meong Dist. West Poleang, who is currently in office, summoned family B (initial name) to resolve the issue by making an agreement or verbal agreement, as a result of the agreement, it was agreed that family B (initial name) handed over the entire land and would not interfere with the dispute again the land, to the village government of Lameong-Meong Dist. West Poleang and the village government provided compensation of IDR 50,000,000, however, the nominal referred to here is not included in the letter/minute of their agreement, meaning that the nominal money referred to here is agreed only orally. However, what happened later was that in 2021 one of the members of family B (initial name) returned to the village government and again asked for compensation for land owned by the village government on the grounds that the nominal land price agreement was not in accordance with the price and land area. <sup>6</sup>The presence of problems in the description of the case above, of course, creates a legal polemic regarding the strength of the oral agreement made between the land owner and the village government because there are attempts by the land owner to deny what they agreed to in the form of an oral agreement.

Based on what has been described above, this study aims: To find out and analyze the juridical review of oral land sale and purchase agreements in the conception of legal certainty. To find out and analyze the role and authority of the official making the land deed (PPAT) to create legal certainty for the sale and purchase of land which is carried out orally. To find out and analyze examples of making a land sale and purchase deed.

## 2. Research Methods

This research method used was a type of empirical juridical research. Empirical juridical research is an approach to problems regarding juridical matters and the

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<sup>5</sup>The author's initial observations in Lameong-Meong Village, Bombabana. On 9-4-2021. O'clock. 10.30. wit

<sup>6</sup>ibid.

existing facts regarding juridical matters. Empirical legal research or sociological research is legal research that uses primary data.

### 3. Results and Discussion

#### 3.1. Juridical Review of the Oral Land Sale and Purchase Agreement in the Conception of Legal Certainty

The problem of verbal sale and purchase agreements can be seen as happened in Lameong-Meong Village, Dist. West Poleang Reg. Bombana, this verbal agreement was made between B (initial name) and the Village Government of Lameong-Meong Village, Dist. West Poleang Reg. Bombana, as for the chronological description of the occurrence of this agreement, which relates to the existence of a plot of land which was transferred to be a village asset, then the village government agreed to provide land compensation between the land owner, namely B (initial name), and the government of Lameong-Meong Village, Dist. West Poleang Reg. Bombana has mutually agreed that the land owner, namely B (initial name) will submit and will not interfere with the claim of land that has been handed over to the government of Lameong-Meong Village, Dist. West Poleang Reg. Bombana, it is as written in the statement letter.

Regarding the agreement of a sum of money as compensation for the land plot with an area of 340 m<sup>2</sup> which was carried out orally, and it was agreed upon between B (initial name), and the village government of Lameong-Meong Village, Dist. West Poleang Reg. Bombana, which is a total of IDR 50.000.000. This verbal agreement for compensation was also witnessed by several village officials as well as the Head of BPD in Lameong-Meong Village, Dist. West Poleang also has proof of payment in the form of a receipt signed by both parties, for that reason this verbal agreement is legal.

Based on the explanation above, the sale and purchase agreement is declared to have been completed and valid if it has fulfilled: (a) Juridical submission, and (b) It has been paid. This means that the physical handover of the land and payment of the remaining price can follow later, the remaining price is apparently not paid off by the buyer, so there will only be a problem of accounts payable, and is included in the law on accounts payable, which cannot be prosecuted on the basis of the sale and purchase of land, because the sale and purchase (transfer of land rights) is declared to have been completed<sup>7</sup>.

The agreement to provide compensation between party B (initial name) and Lameong-Meong Village, Dist. West Poleang when viewed from the concept of legal certainty and already has legal force, the conception of legal certainty itself in civil law means that it is contained as stated in Article 1313 of the Civil Code so that even though the agreement is made orally, it still has a certainty because it must be obeyed by both parties. This means an oral agreement related to the

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<sup>7</sup> Billy Dicko Kekuatan Hukum Perjanjian Lisan Apabila Terjadi Wanprestasi. Fakultas Hukum Universitas Sebelas Maret. Jurnal Privat Law Vol. IV No. 2 July - December 2016

land compensation agreement made by B (initial name) and the government of Lameong-Meong Village, Dist. West Poleang includes a reciprocal agreement because it contains elements of rights and obligations and fulfills the elements of the agreement mentioned in the legislation, so that the author, believes that the verbal agreement made by the land owner B (initial name) and the village government of Lameong-Meong Dist. West Poleang contains legal certainty and has legal force, for that it can be used as a reference to fulfill the rights and obligations of the parties who bind themselves in an agreement even though it is done verbally.

Based on the legal certainty theory above, the oral agreement made by B (initial name) and the government of Lameong-Meong Village, Dist. West Poleang has bound the parties, so that both parties are obliged to carry out their respective achievements. There is also Article 1338 paragraph (3) of the Civil Code which states "an agreement must be carried out in good faith" which is one of them as propriety in the implementation stage, related to a good assessment of the behavior of the parties in carrying out what has been agreed in the agreement, solely aimed at preventing inappropriate behavior in the implementation of the agreement. This means that the actions of party F (initial name) who is the child of the land owner is an act that shows the lack of good faith from party B (initial name) as the land owner for allowing his child to ask for more payments that are not in accordance with the agreement / verbal agreement between party B (name/initials) and the government of Lameong-Meong Village, Dist. West Poleang.

The author sees that the agreement is marked by an offer and acceptance in writing in the form of a statement and verbally in terms of paying compensation for land belonging to B (initial name), the agreement is valid because it fulfills the elements of agreement contained in the formulation of Article 1320 of the Civil Code, so that the parties, namely the village government Lameong-Meong Dist. West Poleang and B (initial name) as land owners who entered into a verbal agreement are required to carry out the achievements of what has been agreed, as contained in Article 1234 of the Civil Code which states "every engagement is to give something, to do something and not to do anything". If there are parties who do not perform these achievements, then they have defaulted.

An oral agreement between B (initial name) and the village government of Lameong-Meong Dist. West Poleang contains a promise that expresses the will in this case, the land owner, namely B (initial name) has agreed with the village government not to disturb the land that was taken over by the village government of Lameong-Meong Village, Dist. West Poleang and as compensation in the form of money in the amount of IDR 50,000,000 which is spoken orally this statement of compensation is a constitutive element of the power to bind the agreement.

According to the author, even though it is expressed verbally and expressed in words and deeds, it is a potential factor, the link point of what is actually desired

in order to affirm the legal relationship of a particular agreement. Article 1320 of the Civil Code regarding the conditions for the validity of the agreement is very important to take into account, because in the event of a default, the first thing that is seen is the agreement is valid or invalid. If the agreement is invalid, then a person suspected of being in default cannot be declared in default, this is in line with what was explained by PNH Simanjuntak, that the legal certainty of an oral agreement leads to the principle of *pacta sunt servanda* which means the legal principle which states that "every agreement becomes binding law for the parties to the agreement. This principle is also summarized in the formulation of Article 1338 paragraph (1) of the Civil Code, namely "Applies as law for those who make it." As long as no one is harmed, the agreement will continue and act as law for those who made it.

An oral agreement between B (initial name) and the village government of Lameong-Meong Village, Dist. West Poleang is binding like a law, for those who make it. As we know that the principle of *pacta sunt servanda* is the principle of legal certainty in agreements related to the consequences of the agreement. In addition, legal certainty serves as a guarantee that a law must be carried out, including an agreement that has been agreed upon by both parties which has become law for those who make it.

A land sale and purchase agreement that is made orally can basically be carried out and is legal according to the law, but when an oral agreement such as what happened in Bombana Regency does not have legal certainty, this is because even though an agreement does not require it to be made in writing, it is in a transitional context land rights must be implemented through the making of a deed made by the official making the land deed. 24 of 1997 concerning land registration which stipulates that the transfer of land rights and ownership rights to apartment units through buying and selling, exchanging, grants, income in companies and other transfers of rights, except for the transfer of rights through auction.

### 3.2. The Role and Authority of PPAT in Realizing Legal Certainty against the Sale and Purchase of Land Conducted Orally

Has the obligation to include that what is contained in the notarial deed has truly been understood and in accordance with the wishes of the parties, namely by reading it so that the contents of the notary deed become clear, as well as providing access to information, including access to the relevant laws and regulations for the signatories of the deed. Thus, the parties can freely determine whether or not to agree with the contents of the notarial deed to be signed.<sup>8</sup>

The authority of a notary in making an authentic deed as regulated in Article 15 of Act No. 40 of 2004 concerning the Position of a Notary: 1) A notary has the authority to make an authentic deed regarding all acts, agreements, and

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<sup>8</sup>*Ibid.*, p. 302



provisions required by legislation and or desired by those with an interest in stated in an authentic deed, guaranteeing the certainty of the date of making the deed, keeping the deed, providing goose, copies and quotations of the deed. 2) All of this as long as the deeds are not assigned or excluded to other officials or persons stipulated by law. 3) Notaries are also authorized to: a) Authorize signatures and determine the certainty of the date of the letter under the hand by registering it in a special book; b) Keeping the letters under the hand by registering in a special book; c) Make copies of the original underhand letters in the form of copies that make descriptions as written and described in the letter concerned; d) Validating the compatibility of the photocopy with the original document; e) Making a deed related to land; f) Making a deed of minutes of auction.<sup>9</sup>

According to Agus Yudha Hernoko notary has an important role in the life of the nation and state, because it has the authority or autohority that has been determined in the legislation. Notary authority which in English is called the notary of authority, while in Dutch it is called de notaris autoriteit, which is related to the power inherent in a Notary. One of the roles given to a Notary as a public official is to make an authentic deed in addition to other authorities determined by law.

An authentic deed according to Article 1868 of the Civil Code is a deed made by an authorized official whose form is determined by law. With the authority granted by the state to a Notary as regulated in Article 15 of the Law on Notary Positions Number 30 of 2004 (LN of 2004 Number 117) in conjunction with Act No. 2 of 2014 (LN of 2014 Number 03) regarding amendments to the Act No. 30 of 2004, the Notary has the responsibility in carrying out his position.

The transfer or transfer of land rights, seen from the characteristics of the rights and the process of transferring rights, has different legal elements, especially those related to formal and material requirements, procedures, and mechanisms which are largely determined by the nature or condition of the subject and object of rights, such as in the making of a deed. buy and sell then the authority of a notary in making a deed of sale and purchase based on the provisions contained in Article 15 of Act No. 2 of 2014 concerning the Position of a Notary, in particular paragraph (2) letter f, legally a notary is formally authorized to make a deed of sale and purchase of land. The authority of a notary in making the deed of sale and purchase of land has strong legal force because the authority is based on the law, so that the deed in question (in this case the binding agreement on the sale and purchase of land) can be used as a basis for authentic evidence by the parties if later the day there is a dispute regarding the object of the

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<sup>9</sup>Umar Ma'ruf. *Tinjauan Hukum Kedudukan Dan Fungsi Notaris Sebagai Pejabat Umum Dalam Membuat Akta Otentik (Studi Kasus di Kecamatan Bergas Kabupaten Semarang)*. Jurnal Pembaharuan Hukum Volume II No.3 September - Desember 2015. p. 301

agreement. Meanwhile, if the requirements to become an authentic deed are not met,<sup>10</sup>

Based on the explanation above, the authority of a notary given by the government is an effort to realize legal certainty according to Jan Michiel Otto, one of the aspects in the theory of legal certainty including the availability of clear, consistent and easy to obtain rules, issued by and recognized because (power) of the state, from this theory of legal certainty, we can understand that the role of a notary here is in terms of making a deed of sale and purchase for the realization of legal certainty in a sale and purchase.

According to the author, the making of a binding agreement for sale and purchase (PPJB) made before a notary in a legal act of transferring land rights has legal certainty and legal protection for the parties who will carry out a sale and purchase transaction as a legal instrument to carry out the transfer process at the Land Office, because by making a Binding Agreement for Sale and Purchase (PPJB) as an authentic document before an authorized official, for that when a land sale and purchase agreement is made verbally before a notary, by making a Binding Deed for Sale and Purchase by a Notary, it has laid down the rights and obligations between the parties. the prospective seller and the prospective buyer based on the agreement of the parties contained and explained by the notary in the deed, with reference to Article 1320 in conjunction with Article 1338 of the Civil Code.

The role of the notary in the authentic deed made is regulated in Article 1870 of the Civil Code which states that; An authentic deed provides between the parties and their heirs or those who have rights from them, a perfect proof of what is contained therein. The strengths inherent in the authentic deed are; Perfect (volledig bewijskracht) and binding (bindende bewijskracht), which means that if the evidence of the Authentic Deed is submitted it meets the formal requirements and the material and opposing evidence presented by the defendant does not diminish its existence, at the same time there is a perfect and binding power of proof (volledig en bindende bewijskracht), thus the truth of the contents and statements contained therein will be perfect and binding on the parties regarding what is referred to in the deed for that, when the verbal agreement for the sale and purchase of land has been made in writing and legalized by a notary, if a dispute arises, the judge must make it a perfect and sufficient fact basis to make a decision on the settlement of the disputed case. Authentic deed according to Article 1868 of the Civil Code.

The value of the strength of evidence attached to an authentic deed, if the formal and material requirements are fulfilled, then the deed immediately suffices the minimum limit of proof without the help of other evidence. Immediately valid as evidence of an authentic deed, the deed immediately attaches the value of the strength of proof, namely perfect (volledig) and binding (bindende). When there are problems related to the agreement, an oral

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<sup>10</sup>Ibid., p. 64



agreement that does not get legality from a notary does not have the power of proof as does an agreement made before a notary which can be used as a basis for proof and judges' considerations in making decisions on dispute resolution agreements such as land sales and purchase agreements.

The role and authority of a notary in an oral agreement made in the form of a notary deed, has certainty of content, certainty of date and certainty of the subject or person, where in the provisions of Article 1870 of the Civil Code it is stated that the authentic deed has absolute power of proof and binds the parties and acts as the law for those who made it, so if there is a dispute between the parties who made the agreement, then what is stated in the deed is binding and perfect evidence. A notary deed has the power of proof from the deed he has made, where there are times when the power of outward proof is stronger than the power of formal and material proof, this is because the contents of the deed contain elements of legal action.<sup>11</sup>

Based on the explanation above, to be able to have formal and material legal force in an oral agreement, this is the role of a notary who is given the authority by the government to make an authentic deed based on an oral sale and purchase agreement made by both parties although in general an oral contract is considered valid. A written contract as stated in Article 1320 of the Civil Code which does not at all regulate and require a contract or agreement to be made in writing, so that an oral agreement is also legally binding. However, so that an oral sale and purchase agreement has the power of proof like a written agreement, it can be made before a notary.

The role and authority of a notary in realizing legal certainty for land sales and purchases carried out orally is important in realizing and creating legal certainty for the community, regarding oral agreements that are made into authentic deeds, notaries have the authority as public officials to make authentic deeds, as far as making authentic deeds it is not reserved for other public officials. This legal certainty and protection can be seen through the authentic deed he made as perfect evidence in court. The evidence is perfect because the authentic deed has three powers of proof, namely the power of outward proof (*uitwendige bewijskracht*), the power of formal proof (*formele bewijskracht*) and the strength of material proof (*materialele bewijskracht*).

### 3.3. Analysis of Examples of Making a Deed of Sale and Purchase of Land

According to Government Regulation Number 10 of 1961 concerning Land Registration, which is enhanced by Government Regulation of the Republic of Indonesia Number 24 of 1997 concerning Land Registration, buying and selling can only be carried out with a PPAT deed as evidence. People who do buying and selling without a PPAT deed will not get a certificate, even though the sale and purchase is legal according to law.

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<sup>11</sup>Ibid., p. 75

The sale and purchase of land is an agreement in which the party who owns the land, called the seller, promises and binds himself to surrender his rights to the land in question to another party, called the buyer, while the buyer promises and binds himself to pay the agreed price. The making of a deed of sale and purchase by the Land Deed Making Officer (PPAT) is a clear and real (real) evidence, which is a requirement for the validity of the legal act concerned, so that it is legally binding on the parties who did it.

The form of authentic deed which is an obligation for the parties in transferring land rights as stated in Article 37 of Government Regulation Number 24 of 1997 concerning Land Registration, must be made with a PPAT deed, while the sale and purchase of land which done without before the PPAT remains valid because the LoGA is based on customary law whose system is concrete/cash/real. However, the legal force of buying and selling land that is carried out without being before the PPAT is still in doubt. Based on these considerations, the sale and purchase of land must be made with a PPAT deed. Its function is as evidence that certain legal actions have been taken regarding land rights or Flat Ownership Units.

An example of the implementation of a notary's authority can be seen in the example of making a land sale and purchase deed by a notary who is also a PPAT. The deed of sale and purchase is one of the authentic deeds in the sale and purchase of land that must be made before the PPAT. The transfer of land rights refers to Article 616 and Article 620 of the Civil Code which states that the transfer of ownership is carried out by announcing an authentic deed and recording it in the register. So in accordance with its main task, namely making authentic deeds, PPAT is obliged to make deeds in the forms and procedures that have been determined by the Minister who is responsible for the agrarian/land sector. The mechanism for making the PPAT deed is regulated in the Regulation of the Head of the National Land Agency Number 1 of 2006 concerning Provisions Implementation of PP No. 37 of 1998 concerning PPAT. The PPAT deed must be made in the original form of 2 (two) sheets, namely: a. The first 1 (one) copy shall be kept by the relevant PPAT; b. The second sheet of 1 (one) copy or more according to the number of land rights or ownership rights to the apartment unit which is the object of legal action in the deed that is submitted to the power of attorney for the basis of making the Deed of granting Mortgage<sup>12</sup>. The deed of sale and purchase made by PPAT is not allowed to contain the words "according to or according to the statements of the parties" unless supported by formal data. PPAT also has the authority to refuse the making of a deed that is not based on formal data. PPAT is not allowed to make a deed on part of the

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<sup>12</sup> E. Herguido Sevillano, J.F. Lavado Contador, S. Schnabel, M. Pulido, J. Ibáñez, Using spatial models of temporal tree dynamics to evaluate the implementation of EU afforestation policies in rangelands of SW Spain, *Journal of Public Transportation*, p. 166-175, <https://www.sciencedirect.com/journal/land-use-policy/vol/78/suppl/C> accessed on March 24, 2022

registered land parcel or customary land before it is measured by the local Land Office and given a Land Field Identification Number (NIB). In making the deed, the PPAT is obliged to include the NIB and or the number of the Tax Return Tax Payable (SPPT) PBB, land use and utilization in accordance with field conditions. The author is of the opinion that, with the fulfillment of the terms and conditions of making the deed of sale and purchase of land, the deed of sale and purchase is valid and has been processed by the land agency regarding the transfer of land rights, the person who manages the transferor of the land, pays PPh and BPHTB. The deed of sale and purchase which has been signed by the parties proves that there has been a transfer of rights from the buyer to the seller accompanied by payment of the price, has fulfilled the cash requirements and clearly shows that the legal act of buying and selling has been carried out. The deed of sale and purchase proves that it is true that a legal act of transferring rights has been carried out in perpetuity and payment of the price, then the deed proves that the recipient of the rights (buyer) has become the new right holder.

#### **4. Conclusion**

An oral agreement is basically legal and can be used as a basis for declaring someone to be in default, but in the case of a land sale and purchase agreement that is carried out orally, basically there is no legal certainty, this is because even though an agreement does not require it to be in writing, it is in the context of a transition. Land rights must be implemented through the making of a deed made by the official making the land deed this is based on article 37 PP no. 24 of 1997 concerning land registration which stipulates that the transfer of land rights and ownership rights to apartment units through buying and selling, exchanging, grants, income in companies and other transfers of rights, except for the transfer of rights through auction. The role of a notary in making an authentic deed as regulated in Act No. 40 of 2004 concerning Notary Positions, based on this provision, the notary's authority in making the deed of sale and purchase of land has strong legal force because the authority is based on the law, so the deed concerned (in the case of binding sale and purchase of land/deed of sale) can be used as a basis authentic evidence by the parties if in the future there is a dispute regarding the object of the agreement as stated in Article 15 paragraph (2) letter f of the UUJN.

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