

Legal Protection for Buyers in Good Faith in Underhand Land Sale Agreements

Almuniroh

Faculty of Law, Sultan Agung Islamic University, Semarang, Indonesia, E-mail: almuniroh.std@unissula.ac.id

Abstract. *This study aims to determine and analyze the legal implications of underhand land sale and purchase agreements in the concept of legal certainty, as well as to determine and analyze legal protection for buyers who act in good faith in underhand land sale and purchase agreements. This study uses a legal approach method with research specifications in the form of analytical descriptive. Data sources consist of primary data, secondary data in the form of primary legal materials and secondary legal materials, and tertiary data. Data collection techniques include literature studies and document studies. Then all data are analyzed using qualitative descriptive methods. The results of the study indicate that legal protection for buyers in good faith in private land sale and purchase agreements: First, the legal implications of private land sale and purchase agreements in the concept of legal certainty according to the provisions underhand sale and purchase is still valid, because the requirements for a valid sale and purchase have been met. Second, legal protection for buyers who have good intentions in an underhand land sale and purchase agreement is that the buyer is allowed to ask the seller to guarantee that the object of the agreement is free from claims, lawsuits, or confiscations which are the seller's responsibility.*

Keywords: *Buying; Private; Selling.*

1. Introduction

Humans live and do activities on land so that at all times humans are always in contact with land. It can be said that almost all human life activities, both directly and indirectly, always require land.¹ Land is central to human life. Human life is very dependent on land, both for shelter and for livelihood, the need for land will continue to increase, but supplies are very limited. Even without land, human

¹Arisaputra, "Problems in resolving land disputes in Tanjung Sari, Banggai Regency", <https://ejournal.undip.ac.id/index.php/lawreform/article/viewFile/20870/14107>, accessed on August 19, 2021 at 18.30 WIB.

existence and identity are uprooted.²National development to create a just and prosperous society based on Pancasila and the 1945 Constitution.

Land is an important factor, both as a means of implementing development and as a production factor to produce trade commodities that are greatly needed to increase national income.³Land in human life has an important role because it is a source of welfare, prosperity, and life. As one of the important factors for life, of course we cannot ignore the existence of land, where Indonesia is an agricultural country with a very large area.⁴

Land issues can include technical, disputes and land issues that require resolution. Conflicts faced by the community and in the central government and in the regions related to the legal system.⁵The basic provisions regarding land in Indonesia are stated in Law Number 5 of 1960 concerning Basic Agrarian Principles.

Article 26 paragraph (1) of the UUPA regulates "Buying and selling, exchanging, granting, giving by will, giving according to custom, and other acts intended for the transfer of ownership rights and their supervision are regulated by Government Regulation."⁶One way to obtain land rights is through the buying and selling process. Ownership rights are hereditary, strongest and most complete rights that people can have over land, bearing in mind that these rights have a social function. If the transfer of land rights has been carried out, the land must be immediately registered at the Land Office or referred to as ATR/BPN.

Land issues in Indonesia are diverse and there are many conflicts that occur, so the author will present land issues between the two parties who carry out land sales transactions underhand or not in accordance with applicable procedures. As land sales transactions should refer to Government Regulation of the Republic of Indonesia Number 24 of 1997 concerning Land Registration. Article 37 paragraph (1) explains that "The transfer of land rights and ownership of apartment units through sale and purchase, exchange, grants, income in companies and legal acts of transfer of rights through auctions, can only be registered, if proven by a deed made by an authorized PPAT according to the provisions of applicable laws and regulations. " So it can be concluded that all transfers of land rights must be stated in an authentic deed made by a PPAT

²Anggraeni Endah Kusumaningrum, Bayu Aji Nugroho, Consequences of the Settlement of the Sunan Kalijaga Foundation Land Dispute Based on the Case Study of the Supreme Court Decision No. 3490 K/Pdt/2021, (Semarang, Notari Law Research, Volume 03 Number 01, 2021) p. 42

³Sri Hajati Sri Hajati, Sri Winarsi, Agus Sekarmadji, Oemar Moechtar, 2017, Textbook of Land Law Politics, (Surabaya: Airlangga University Press, 2017), p. 1.

⁴Bambang Eko Mulyono, 2013, "Implementation of Transfer of Land Rights Based on Sale and Purchase Agreement and Power of Attorney to Sell Made by a Notary", Jurnal Independent, Vol. 2, p. 2, <https://jurnalhukum.unisla.ac.id/index.php/independent/article/view/13> accessed on May 06, 2024 at 11.45 WIB

⁵Mohammad Hatta, National Land Law, (Yogyakarta: Media Abadi, 2014), p. 107

⁶Article 26 paragraph (1) UUPA.

based on his position to then be registered and on that basis the legal subject is valid for the holder of land rights.

The Land Deed Making Officer is appointed by the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia. The Deed Making Officer is appointed to assist the Head of the Regency/City Land Office in carrying out land registration as regulated in Government Regulation of the Republic of Indonesia Number 37 of 1998 Concerning the Regulation of the Land Deed Making Officer. The duties of the PPAT have the authority regulated in Article 2 paragraph (2) that is to make authentic deeds regarding legal acts, namely: "Sale and purchase, exchange, grant, entry into a company, distribution of joint rights, granting of building use rights/use rights over land ownership rights, granting of mortgage rights and granting of power to encumber mortgage rights."

The regulation on the procedure for transferring land rights is clear as mentioned above, but in reality it still often occurs in the community that practices land buying and selling underhand. What is meant by underhand is a land sale and purchase agreement in Customary Law where the legal act carried out is in the form of transferring rights with cash or partial payment made by agreement of each party (seller and buyer) which is attended by the customary head/village head.

The practice of buying and selling underhand is often done because the costs are not too much and the process is easy, namely by being attended by the customary head/village head and witnesses. The land buying and selling process is already legal, compared to having to go to the National Land Agency, of course the costs that must be incurred by the seller and buyer are quite large and the process takes a relatively long time. Because this is what causes some people to be less interested in buying and selling land in accordance with Law Number 24 of 1997 concerning Land Registration.⁷

Based on the description above, the author has compiled a paper entitled: Legal Protection for Buyers in Good Faith in Land Sale and Purchase Agreements Under Hand.

2. Research Methods

The research approach method is a statutory approach, namely: an approach carried out by examining all laws and regulations related to the legal issues being handled. This type of research is a research conducted using normative law by describing legal facts related to legal protection for buyers in good faith in land sale and purchase agreements under hand. The research specifications are in the form of descriptive analysis. Data sources consist of primary data, secondary data in the form of primary legal materials and secondary legal materials, and tertiary data. Data collection techniques are in the form of literature studies and

⁷Wahyu Kuncoro, 97 Risks of Property Buying and Selling Transactions, (Jakarta: Raih Asa Sukses, 2015), p. 56.

document studies by collecting the necessary data. Then all data is analyzed using qualitative descriptive methods.

3. Results And Discussion

3.1. Legal Implications of Underhand Land Sale and Purchase Agreements in the Concept of Legal Certainty

Agreements made either verbally or in writing that occur in the community environment have developed according to the needs required in society until now. Agreements made in writing can be made in the form of a deed. According to Sudikno Metokusumo, a deed is a letter that is signed which contains events that are used as the basis for a right or obligation that is made from the beginning intentionally for proof.⁸

A private deed is a deed that is not made before an authorized official or Notary, because this deed is made and signed by the parties who made it. If a private deed is not denied by the parties, it means that they acknowledge and do not deny the truth regarding what is written in the private deed. So that in Article 1857 of the Civil Code, the private deed has the same evidentiary force as an authentic deed.

An agreement is an event in which a person promises to another person and the two people promise each other with the aim of doing something. So that the result of this event creates a relationship between the two people which can be called a contract.⁹ Agreement is one of the sources of the birth of a contract, while the other source of the birth of a contract is the law. In general, an agreement is not bound to a particular form, it can be oral or written. If the form is written, it can be a means of proof if a dispute occurs. Certain agreements have a form that has been regulated in law, if the form is not in accordance, the agreement is invalid.¹⁰

Private agreements include waarmeken deeds, these deeds are private deeds made and signed by the parties. Then it is only registered with a Notary, so the Notary is not responsible for the contents or signatures of the parties in the documents they have made. Meanwhile, a legalization deed is a private deed made by the parties, but the signing is witnessed by or in the presence of a Notary. However, the Notary has no responsibility regarding the contents of the document. The notary is only responsible for the signatures of the parties concerned and the date the document was signed.

Authentic deeds are required to fulfill the elements in accordance with Article 1868 of the Civil Code. An authentic deed is a deed made in a form according to law by or before a public official who has the authority to make the deed on the spot. Article 38 of Law Number 2 of 2014 concerning the Position of a Notary

⁸Sudikno Mertokusumo, 2006, Indonesian Civil Procedure Law, Liberty, Yogyakarta, p. 149.

⁹R. Subekti, 2010, Contract Law, 23rd ed., Intermasa, Jakarta, p. 14.

¹⁰Mariam Darus Badruzaman, 2015, Civil Code Book III on Contract Law with Explanation, 2nd ed., Citra Aditya Bakti, Bandung, pp. 89-90.

explains the parts of the beginning of the deed, the body of the deed, and the end of the deed. The sentence "the deed is made by/or before a Notary" has the meaning of a deed of *res* if made by a Notary and is called a *partij* if made before a Notary.

In general, the form of the deed is not a problem, whether it is a private deed or an authentic deed made by/or before a Notary. As long as the parties are always committed to carrying out the obligations and rights contained in the deed.¹¹It can cause problems if later one of the parties who agreed breaks the agreement which causes a dispute. This result can occur because of differences in interests between individuals.¹²So it is important for each individual to complete the files, both letters and documents that function to protect against legal action. Therefore, an authentic deed is considered the right solution in ratifying an agreement.

In the Indonesian evidentiary legal system in civil courts, written evidence is one of the evidence that can be submitted in court. Article 1866 of the Civil Code states that evidence includes written evidence, witness evidence, allegations, confessions, and oaths. Written evidence can be carried out with authentic writing and underhand in Article 1 Number (1) of Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning the Position of Notary.

Notaries in carrying out their duties have obligations that must be in accordance with applicable laws and regulations. Obligations mean something that must be carried out so that the deed made becomes an authentic deed. The rules regarding the obligations of Notaries in carrying out their duties have been regulated in Article 16 of the UUJN. Notaries in carrying out their duties must be in accordance with the Notary Law and the Notary Code of Ethics. In order not to violate these provisions, Notaries are supervised by the Notary Supervisory Board which is a body that has the authority and obligation to carry out guidance and supervision of Notaries. This body was formed with the aim of delegating its obligations to supervise and guide Notaries in carrying out their duties.

The legal consequences if the sale and purchase of land is carried out underhand or without a deed from the Land Deed Making Officer (PPAT) are valid, because the requirements for a valid sale and purchase have been met according to Article 5 of Law Number 5 of 1960 which states that the material requirements are cash, clear, and real. In addition, the sale and purchase have met the requirements for a sale and purchase according to Article 1320 of the Civil Code which is a requirement for a valid agreement. However, in order to obtain a transfer of land rights by changing the name, a deed made by the PPAT is required. This is because the transfer of land rights through a land sale and purchase must be proven by a deed made by the PPAT.

¹¹R. Subekti, 2007, *Law of Evidence*, 16th ed., Padya Paramita, Jakarta, p. 25.

¹²Ira Koesoemawati and Yunirman Rijan, 2009, *To the Notary*, 1st ed., *Achieve the Hope of Success*, Jakarta, p. 6.

The way to resolve the problem that can be done by the buyer so that the sale and purchase of land carried out without a PPAT deed can have definite legal force is by the buyer and seller facing the Village Head. The Village Head is a person who is considered to know the law. After that, the seller is made a deed with a stamp stating that he has handed over his land forever to the buyer. Then the deed is signed by the buyer and the Village Head witnessed by two witnesses who are legally competent.

A private deed has the power of proof as long as the contents and signatures contained in the deed are acknowledged by the parties. If one party does not keep their promise, then the evidentiary value is submitted to the judge. After there is legalization of the private deed, then for the judge, they have obtained certainty regarding the date and identity of the parties who made the agreement. The signatures in the letter are truly from and affixed by the person whose name is listed in the letter, and the person who affixed his signature cannot say that the parties or one of the parties did not know about what was in the letter, because of course the contents had been read before being signed.

A notary who has legalized a private deed can assist the judge in providing evidence, because by recognizing the signature, it is assumed that the contents of the deed have been agreed upon by the parties involved. The truth of a private deed lies in the signatures of the parties, both the seller, the buyer, and the official who made the land sale and purchase deed according to Article 15 paragraph (2) of Law Number 2 of 2014 which states that by signing the deed of sale and purchase, the deed becomes perfect evidence.

However, if one day there is a mutual claim on a land object where one party has a private deed that has been legalized by a notary, while the other party issues a certificate, then the private deed becomes weak evidence. Based on the determination of the granting of rights from an authorized official, it can only be proven with a certificate. As regulated in Article 1 number 20 of PP Number 24 of 1997, a certificate is a letter of proof of rights according to Article 19 paragraph (2) letter c of the UUPA for land rights, management rights, waqf land, ownership rights to apartment units and mortgage rights, each of which has been recorded in the relevant land book.

Buyers can strengthen proof of ownership after a sale and purchase by using a certificate. According to Article 19 paragraph (2) letter c of the UUPA, which states that land registration activities include: "The issuance of valid proof of rights as a strong means of proof." Furthermore, Article 32 paragraph (1) of PP Number 24 of 1997 states that: "A certificate is a valid proof of rights as a strong means of proof regarding the physical data and legal data contained therein, as long as the physical data and legal data are in accordance with the data in the measurement letter and the land title book in question."

The existence of legal certainty aims to protect the interests of each individual so that they can know what actions are permitted and conversely what actions are prohibited, so that they obtain protection from actions that are carried out

arbitrarily. If there is no legal certainty, then the conflict of norms resulting from the uncertainty of the rules can take the form of norm contestation, norm reduction, or norm distortion.

3.2 Legal Protection for Good Faith Buyers in Land Sale and Purchase Agreements Under Hand

The Constitution of the State is the constitutional basis for the implementation of government and the implementation of national and state development in becoming the starting point for the development of national law. Agrarian is an issue that requires special attention and clear regulations. In the 1945 Constitution of the Republic of Indonesia, Article 33 paragraph (3) reads as follows: "the earth, water, and natural resources contained therein are controlled by the state and the prosperity of the people." The existence of this provision is the basis for the Indonesian government to form various kinds of laws and regulations in the field of land/agrarian.

In the provisions contained in Article 33 paragraph (3) has an imperative nature which means that it contains an order to the state that the earth, water, and natural resources contained therein which are placed under the control of the state are used to realize prosperity for all Indonesian people. So that the aim of the state's control over the earth, water, and natural resources contained therein is to realize the greatest possible prosperity for the Indonesian people.

Land ownership means a human right protected by international law and national law where land ownership can be transferred to another person. Transfer of land rights can be through sale, exchange, grant, or inheritance. It is regulated in Article 26 paragraph (1) of Law Number 5 of 1960 concerning Basic Agrarian Principles which states that: "sale, exchange, grant, gift, with a will, and other acts intended for the transfer of ownership rights and their supervision are regulated by government regulations."

Land sales and purchases are regulated according to the provisions of Article 1457 of the Civil Code concerning Sales and Purchases which states that: "Sales and purchases are an agreement, by which the parties bind themselves to hand over an object, and the other party to pay the promised price." In civil law, sales and purchases are contained in property law and contract law. Sales and purchases in property law give rise to rights for both parties to bills in the form of delivery of objects to one party and payment of the sale and purchase price to the other party. Sales and purchases according to contracts are agreements that give rise to obligations in the form of delivery of objects sold by the seller, and delivery of money by the buyer to the seller.

Legal protection is divided into preventive legal protection and repressive legal protection. Preventive legal protection is provided by the government before a violation occurs as stated in a statutory regulation by providing limitations for carrying out legal acts. Article 1491 of the Civil Code states that the seller in carrying out a sale and purchase transaction must first guarantee that control of the object is safe without any interference, and explain in detail about the object

from hidden defects. While repressive legal protection is protection provided when a violation of the law occurs. The form of protection is in the form of law enforcement which includes the imposition of sanctions such as fines, compensation, imprisonment, and additional penalties as well as ways to resolve disputes in court.

As for legal protection related to the parties, especially the buyer in a sale and purchase agreement made underhand, the legal protection provided is very strong in a sale and purchase agreement made before a public official in the form of a Notary. This protection is done by signing the deed before a Notary by first explaining its contents to the parties involved. Then the signing is carried out before a Notary or an authorized public official who has very strong evidence in accordance with the evidence from the authentic deed.

Legal protection provided by prospective sellers in the form of requirements that become the conditions that must be fulfilled by prospective buyers. For example, when making a sale and purchase agreement, it has been agreed to pay the promised money with a certain period of time accompanied by cancellation requirements. In addition, protection for buyers can be in the form of a request for a power of attorney that cannot be withdrawn. If the seller is unable to fulfill it, the buyer can sue and ask for compensation in accordance with the agreement set out in the sale and purchase agreement.¹³

Repressive legal protection can be done by filing a lawsuit to the court filed by the party who feels aggrieved by the other party due to a breach of contract. However, in resolving disputes that may arise between parties or third parties, it cannot only be resolved through my court. Dispute resolution can be done through deliberation involving both parties led by respected and neutral community leaders, through the court process, and arbitration or dispute resolution outside the court.

Protection efforts that can be made by each party, namely: first, for the prospective seller can ask the buyer to make payment of the price of the object of the agreement with a certain period of time along with the terms of cancellation, if the buyer cannot fulfill the payment as promised and also agreed, then the agreement to buy and sell land rights that have been made and agreed upon becomes void. So that the seller has no obligation to return the payment that has been paid unless the buyer requests an exception.

Second, for the protection of the buyer in the implementation of the sale and purchase agreement by checking the condition of the evidence of ownership of the land/building that is used as the object of the agreement. The buyer is allowed to ask the seller to guarantee that the object of the agreement is free from claims, lawsuits, or confiscations which are the responsibility of the seller. Not only that, but the buyer can ask the seller regarding the granting of

¹³Dyah Ayu Silviana, Endang Sri Santi, Triyono, Diponegoro Law Review Journal, Volume 1, Number 2, Legal Protection for Parties in Land Sale and Purchase Agreements Made Privately, PT. Cisadane Perdana, Depok, 2013

irrevocable power of attorney if all the requirements in the sale and purchase are met. The buyer can transfer his rights even though the seller is not present at the signing of the deed of sale and purchase.

Legal certainty refers to the implementation of fixed, clear, consistent, and consequent laws that cannot be influenced by subjective circumstances. Certainty and justice are not only moral demands, but in fact as characteristics of law. In addition, legal certainty is a legal guarantee that contains justice. According to Gustav Radbruch, justice and legal certainty are permanent parts of law. Justice and legal certainty must be considered, and maintained for the sake of security according to the theory of legal certainty, the values to be achieved are justice and happiness.

4. Conclusion

The legal implications of a private deed sale and purchase agreement in the concept of legal certainty according to the provisions of Law Number 5 of 1960 are that a private sale and purchase (without a deed from a Land Deed Official) remains valid, because the requirements for a valid sale and purchase according to Article 5 of Law Number 5 of 1960 have been met, namely: material requirements that are cash, clear, and real. The sale and purchase has also met the requirements in Article 1320 of the Civil Code which contains the requirements for a valid agreement. However, in order to obtain a transfer of land rights and a change of name, it is required to have a deed made by a Land Deed Official (PPAT) because the transfer of land rights must be proven by a deed made by a Land Deed Official (PPAT). Legal protection for buyers who have good intentions in a private sale and purchase agreement is in the form of buyers being able to check the condition of evidence of ownership of land/buildings that are used as the object of the agreement. Buyers are allowed to ask the seller to guarantee that the object of the agreement is free from claims, lawsuits, or confiscations which are the responsibility of the seller. In addition, the buyer can request the seller to grant an irrevocable power of attorney if all the conditions of the sale and purchase are met, and the buyer can transfer his rights even if the seller is not present at the signing of the sale and purchase deed.

5. References

- Abdulkadir Muhammad. (1994). Property Law, First Edition. Bandung: Citra Aditya Bakti.
- Ali Achmad Chomzah. (2002). Land Law. Jakarta: Prestasi Pustaka.
- Anggraeni Endah Kusumaningrum, B. (2021). Consequences of the Settlement of the Sunan Kalijaga Foundation Land Dispute Based on a Case Study of the Supreme Court Decision No. 3490 K/Pdt/2021. *Notari Law Research*, 3(1), 42.
- Ardian Sutedi (2014). Transfer of Land Rights and Its Registration. Jakarta: Sinar Grafika.

- Ardiansyah Zulhadji. (2016). Transfer of Land Rights Through Land Sale and Purchase According to Law Number 5 of 1960, *Lex Crimen*, 5(4), 32.
- Arisaputra. (2021). Problems of Land Dispute Resolution in Tanjung Sari Location, Banggai Regency. *Undip Journal*, 3(4), 14.
- Bambang Eko Mulyono. (2013). Implementation of the Transfer of Land Rights Based on a Sale and Purchase Agreement and Power of Attorney to Sell Made by a Notary Public, *Independent Journal*, 2(2),9.
- Boedi, Harsono. (1999). *Indonesian Agrarian Law: History of the Formation of the Basic Agrarian Law*. Jakarta: Djambatan Boedi.
- Chairul Marom. (2020). *Trading Company Accounting System*, Jakarta: PT. Prenhallindo.
- Christian Sasauw. (2015). Legal Review of the Binding Power of a Notarial Deed. *Lex Privatum Journal*, 3(1), 15.
- Cst Kansil et al. (2009). *Dictionary of Legal Terms*. Jakarta: Gramedia Pustaka Utama.
- Dimyudin Djuwaini. (2008). *Introduction to Fiqh Muamalah*. Yogyakarta: Pustaka Pelajar.
- Dr. J Andy Hartanto. (2014). *Land Law Characteristics of Land Sale and Purchase with Unregistered Land Rights*. Surabaya: Laksbang Justitia.
- Dyah Ayu Silviana, E. (2013). Legal Protection for Parties in Land Sale and Purchase Agreements Made Privately. *Diponegoro Law Review Journal*, 1(2), 145.
- Fahmi Putra. (2022). Legal Review of Land Sale and Purchase Agreements Under Hand with Default Decisions (Case Study Number: 59.Pdt.G/2018/PN.Smg). *Unissula Law Journal*.
- GHS Lumban Tobing. (1999). *Notary Position Regulations*, 5th edition, Gelora Aksara Pratama, Jakarta
- H. Salim, H. Abdulah. (2009). *Contract and MOU Designer*. Jakarta: Sinar Grafika.
- Hans Kelsen. (2009). *Basics of Normative Law*. Jakarta: Nusa Media.
- Henry Simamora. (2000). *Accounting Basis for Business Decision Development*. Jakarta: Kencana.
- Herlien Budiono. (2013). *Collection of Civil Law Writings in the Notary Sector*, Second Book. Bandung: Citra Aditya Bakti.
- Herlien Soerojo. (2003). *Legal Certainty of Land Rights in Indonesia*. Surabaya: Arkola.
- Ira Koesoemawati, Y. (2009). *To the Notary*, 1st ed. Jakarta: Raih Harapan Sukses.
- J. Andy Hartanto. (2015). *Complete Guide to Land Ownership Practice Law*. Surabaya: Laksbang Justitia.

- Jhony Ibrahim. (2006). Theory and Methodology of Normative Legal Research. Surabaya: Arkola.
- Jimly Asshiddiqi, M. (2006). Hans Kelsen's Theory of Law. Jakarta: Secretariat General and Registrar of the Constitutional Court of the Republic of Indonesia.
- M. Muslih. (2013). The Indonesian Legal State in the Perspective of Gustav Radbruch's Legal Theory (Three Basic Legal Values). Jurnal Legalitas, 4(1), 132.
- Mariam Darus Badruzaman. (2015). Civil Code Book III on Contract Law with Explanation, 2nd ed. Bandung: Citra Aditya Bakti.
- Mertokusumo, Sudikno. (2007). Understanding the Law: An Introduction. Yogyakarta: Liberty.
- Mohammad Hatta. (2014). National Land Law. Yogyakarta: Media Abadi.
- Mukti Fajar, Y. (2010). Dualism of Normative and Empirical Legal Research, Yogyakarta: Pustaka Pelajar.
- Peter Mahmud Marzuki. (2008). Introduction to Legal Science (Revised Edition). Jakarta: Kencana Prenadamedia Group.
- R. Subekti. (2007). Law of Evidence, 16th ed. Jakarta: Padya Paramita.
- Shidarta. (2006). Morality of the Legal Profession: An Offering of a Framework for Thinking. Bandung: PT Revika Aditama.
- Siswadi. (2013). Buying and Selling in an Islamic Perspective. Ummu Qura Journal, 3(2).
- Soemitro Ronny Hanitijo. (1998). Legal Research Methodology. Jakarta: Ghalia Indonesia.
- Soerjono Soekanto. (1983). Law Enforcement. Bandung: Bina Cipta.
- Soetomo. (1981). Guidelines for Land Sale and Purchase Transfer of Rights and Certificates. Malang: Brawijaya University Publishing Institute.
- Sofyan Hadi, T. (2017). The Principle of Validity (Rechmatigheid) in Determining State Administrative Decisions. Faculty of Law, University of August 17, 1945 Surabaya, 5(2).
- Sri Hajati. (2017). Textbook of Land Law Politics. Surabaya: Airlangga University Press.
- Sudikno Mertokusumo, 1999, Understanding Law: An Introduction, Liberty, Yogyakarta,
- Supriadi. (2010). Agrarian Law. Jakarta: Sinar Grafika.
- Wahyu Kuncoro. (2015). 97 Risks of Property Buying and Selling Transactions. Jakarta: Raih Asa Sukses.