

The Legal Consequences of Cancelling A Sale and Purchase Deed Made by A Temporary Land Deed Official

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Abstract

This research aims to analyze the judge's considerations in decision number 121/Pdt.G/2015/PN.Pdg regarding the cancellation of a sale and purchase deed made by a Land Deed Official and its legal consequences. The research method used is normative juridical, utilizing secondary data as the primary data source. The sources of data consist of primary and secondary legal materials, collected through literature studies and interviews. The data analysis technique employed is qualitative analysis. The findings of the study include: (1) The sale and purchase deed in this case contains legal defects, as it does not meet the validity requirements of an agreement as stipulated in Article 1320 of the Indonesian Civil Code. As a result, the sale and purchase deed number 47/A.J.B/Sib.Sel/2007 is declared null and void by law. (2) The cancellation of a sale and purchase deed made by the Temporary Land Deed Official (PPATS) has the potential to lead to administrative and civil sanctions. In this case, the sanction imposed on the PPATS is the nullification of the issued deed. The parties involved, who have rights over the deed, should have taken legal measures following the deed's cancellation. However, in this case, the parties did not take any action regarding the annulled sale and purchase deed.

Keywords: Legal Consequences Cancelling, Sale and Purchase, Land Deed Official.

A. Introduction

The authority of land deed officials (ppat) in drafting sale and purchase deeds, one of the authorities granted to a Land Deed Official (PPAT) is drafting a Sale and Purchase Deed. This deed serves as a legal document that confirms the transfer of land rights from the original owner (the seller) to the new owner (the buyer). According to Article 37 of Government Regulation No. 24 of 1997, a Sale and Purchase Deed (apart from auction minutes in the case of transfers through auctions) constitutes valid evidence of the transfer of land and building ownership rights to another party. The use of land in supporting developmental processes often shifts in accordance with changes and developments in various sectors. As noted by John Salihendo, the availability of land does not increase, while human demand for land continues to grow. Consequently, land-related issues have become cross-sectoral problems in line with societal growth and development.

The transfer of land rights is governed by Government Regulation No. 10 of 1961 on Land Registration, as amended by Government Regulation No. 24 of 1997 on Land Registration (hereinafter referred to as GR No. 10 of 1961). Article 37(1) of GR No. 24 of 1997 states that the transfer of land rights or ownership of a residential unit through sale and purchase, exchange, grants, contributions to companies, or other legal actions involving the transfer of rights (except

transfers through auctions) can only be registered if evidenced by a deed drafted by an authorized PPAT in accordance with prevailing laws and regulations.

A Sale and Purchase Deed prepared before a PPAT cannot be conducted privately (underhanded). The deed contains agreements and terms between the parties and binds those who sign it. Its preparation must adhere to legal procedures and applicable regulations. Moreover, certain conditions must be met by both the seller and the buyer before initiating the sale and purchase transaction process.

The Sale and Purchase Deed acts as valid proof of a legally binding sale and purchase transaction concerning land rights. Any deficiency in fulfilling the required conditions may render the transfer of rights agreement voidable or null and void by law. Furthermore, agreements must be executed in good faith, as stipulated in Article 1338 of the Indonesian Civil Code, which mandates that agreements must be implemented in good faith.

Good faith reflects the adherence of a party to act honestly in fulfilling agreed terms. The execution of good faith can be assessed from two aspects: subjective and objective. Subjective good faith involves the honesty and integrity of the parties, while objective good faith, as referred to in Article 1338 of the Civil Code, emphasizes compliance with norms of propriety and morality. This objective standard evaluates the fulfillment of the agreement based on ethical and social norms.

For a buyer acting in good faith, legal disturbances in enjoying the purchased property may arise. One way to determine whether the buyer acted in good faith is to assess whether they knew the land being purchased belonged to the seller. If the buyer was genuinely unaware that the seller did not own the land and thus had no right to sell it, the buyer can be considered to have acted in good faith. Legal protection for such a buyer includes the right to seek compensation from the seller.

Article 1320 of the Indonesian Civil Code outlines four conditions for a valid agreement: (1) mutual consent of the parties, (2) legal capacity to enter into an agreement, (3) a specific subject matter, and (4) a lawful cause.

B. Research Method

This study fundamentally adopts a legal research (doctrinal research) methodology. It is also interdisciplinary and multidisciplinary, as all aspects are viewed as a system. In other words, to comprehensively and integratively examine the research problem while focusing on specific areas, this research emphasizes legal studies supported by insights from non-legal disciplines that contribute theoretical perspectives essential for analyzing, organizing, and implementing a legal system Sunggono, Bambang, (2016).

1. Data Sources

Based on its type and form, the data used in this research are secondary data obtained through a literature study. The collected legal materials are categorized into three types:

- a. Primary data serve as foundational data needed to provide a clear and complete understanding of the secondary data. These are obtained directly from main sources, including interviews with the *Camat* (subdistrict head) of North Sipora, Mentawai Islands, and an analysis of the *Tangerang District Court Decision No. 121/Pdt.G/2015/PN.Pdg* regarding the legal implications of the cancellation of a sale and purchase deed prepared by a Temporary Land Deed Official (PPAT Temporary).
- b. Secondary data consist of books, literature, newspaper articles, scholarly writings, and laws and regulations relevant to the research problem. These include:
 - 1) **Primary Legal Materials:** Binding legal sources, such as legislation, official records, and court decisions,
 - 2) **Secondary Legal Materials:** These materials explain primary legal sources and help analyze, understand, and clarify them. Examples include research results, theses,

academic journals, papers, and relevant websites discussing the legal consequences of canceling sale and purchase deeds prepared by temporary PPAT officials.

- 3) **Tertiary Legal Materials:** Materials that provide guidance and clarification on primary and secondary legal sources, such as legal dictionaries and encyclopedias relevant to the research.

2. Data Collection Techniques

The tools used for data collection in this thesis include:

- a. **Literature Study (Library Research)** involves collecting data related to the research problem through document analysis. This study examines legal materials, including primary, secondary, and tertiary legal sources, to provide a theoretical foundation for the research problem. Documents and data directly related to the research objectives are analyzed.
- b. Interviews are a method of data collection through systematic question-and-answer sessions between the researcher and respondents. This technique primarily collects primary data. The interviews conducted in this study are semi-structured, using open and closed-ended questions as guidelines to gather as much information as possible from the respondents. In this research, interviews were conducted with the *Camat* of North Sipora, Mentawai Islands.

3. Data Analysis

Data analysis is defined as the systematic and consistent process of interpreting specific phenomena. The collected data, both from literature and field research, are analyzed using qualitative methods, which involve descriptive data analysis in narrative form rather than numerical values. The analysis is grounded in applicable legal norms and principles.

Qualitative analysis essentially emphasizes the deductive method as the primary approach. The research data are continuously analyzed throughout the data collection process in the field. The process begins with data clarification to ensure consistency, followed by theoretical abstraction of the field information, ultimately producing foundational statements that are considered critical to the study.

C. Result and Discussion

1. Land Status and the Process of Refund

Regarding the land status and the process of refund, the author conducted an interview with Mr. Stepanus Sabelp (Defendant IV), who served as a PPATS (Temporary Land Deed Official) responsible for issuing the Sale and Purchase Deed (AJB) No. 47/A.J.B/Sib.Sel/2007.

Mr. Stepanus Sabelp (Defendant IV) confirmed that he issued the Sale and Purchase Deed No. 47/A.J.B/Sib.Sel/2007 on December 17, 2007. At that time, Mr. Stepanus Sabelp issued the deed for Mr. Jhonus, S.Sos (Defendant I), a fellow subdistrict head and PPATS in the Mentawai Islands Regency. Mr. Jhonus, S.Sos (Defendant I), intended to purchase the land from the late Mr. Parmanto Ferdy (Defendant III). However, since Mr. Jhonus, S.Sos (Defendant I) was personally involved in the transaction, he could not issue the deed himself. Therefore, he requested assistance from the nearest PPATS, Mr. Stepanus Sabelp (Defendant IV).

At that time, Mr. Stepanus Sabelp (Defendant IV), serving as PPATS, agreed to issue the Sale and Purchase Deed because the late Mr. Parmanto Ferdy (Defendant III) had already purchased the land in question from the late Gadena Gabril for 1 gold unit in 1988. This transaction was publicly known among the Tuapejat community. The reason the late Mr. Parmanto Ferdy (Defendant III) sold the land was due to financial hardship for his medical expenses. This was the legal basis for Mr. Stepanus Sabelp (Defendant IV), as PPATS, to issue the Sale and Purchase

Deed for Mr. Jhonus, S.Sos (Defendant I) and the late Mr. Parmanto Ferdy (Defendant III), which later served as the basis for issuing the Ownership Certificate No. 2687 in 2008 in the name of Mr. Jhonus, S.Sos (Defendant I).

According to Mr. Stepanus Sabelp (Defendant IV), the land in question became a disputed property after the late Gadena Gabril, Samsidar, and Robert Gabril (Plaintiffs) returned from Nias to Mentawai, claiming that the land was originally theirs and had only been pawned to the late Mr. Parmanto Ferdy (Defendant III). This led to the dispute over the land, which was ultimately decided in favor of the Plaintiffs—the late Gadena Gabril, Samsidar, and Robert Gabril.

To resolve the case, Mr. Jhonus, S.Sos (Defendant I), Mr. Rudi Zamri (Defendant II), and the late Mr. Parmanto Ferdy (Defendant III) agreed to return the land to Samsidar and Robert Gabril (Plaintiffs), the heirs of Gadena Gabril, without further discussion regarding refund payments or compensation. Mr. Jhonus, S.Sos (Defendant I) accepted this outcome, stating that they lacked the power and financial resources to further contest the ownership of the land. Since the court ruling, the land has been worked on by the Nias people and the descendants of Gadena Gabril.

From the sequence of events above, it can be understood that the disputed land was originally subject to a pawn agreement between Gadena Gabril and Defendant III. The concept of *gadai* (pawn) has different interpretations. According to Article 1150 of the Civil Code (KUHCCivil), **“A pawn is a right obtained by a creditor over a movable object handed to them by a debtor or a third party on behalf of the debtor, granting the creditor the right to be paid from the proceeds of the object in preference over other creditors, except for the costs of auctioning and preserving the object after it is pawned, which must be prioritized.”**

This definition specifies that in the Civil Code, pawning applies only to movable objects. However, in customary law, pawn objects can include not only movable assets but also land, houses, and other immovable assets.

According to Ter Haar, a customary pawn agreement is when a landowner temporarily transfers their land in exchange for a cash loan, with the condition that the land can be reclaimed once the loan is repaid. Similarly, Soerjono Soekanto defines pawn as a transfer of land rights conducted publicly and immediately, where the transferor retains the right to redeem the land.

In summary, a customary pawn agreement involves a legal transaction where one party hands over ownership of an asset to another party in exchange for cash, while retaining the right to reclaim the asset upon repayment of the agreed amount.

2. Differences Between the Concept of Pawn in the Civil Code and Customary Law

There is a notable difference in the concept of pawn (*gadai*) between the Civil Code and customary law. In the Civil Code, pawning applies only to movable property. However, in customary law, pawning can also involve immovable property, such as land.

Based on the above article, customary law can apply to land as long as it does not contradict statutory regulations. Consequently, pawning land is permissible under customary law, as it is a common practice in traditional legal environments.

In the case analyzed, the "buah pawn" agreement between Gadena Gabril and Defendant III involved pawning land with a clove plantation on it for a period of 10 years. During this time, Defendant III had the right to occupy, manage, and enjoy the produce of the pawned land. After 10 years, the land would be returned to Gadena Gabril without requiring any repayment. In essence, the produce obtained by Defendant III during the 10 years served as the redemption for the pawned land. Thus, the agreement stipulated that the land would automatically revert to Gadena Gabril after the specified period without further conditions.

The judge's decision was based on the terms of the pawn agreement, which ended after 10 years. Although the general rule for pawn requires the redemption of the pawned object by its owner, the agreement between Gadena Gabril and Defendant III overruled this principle. In this

case, the mutual agreement between the two parties that the pawn would terminate after 10 years was the key consideration in the judge's ruling.

Based on the author's interview with Defendant IV, it was revealed that the parties who lost the case, particularly Defendants I and II, suffered significant financial losses. They had purchased the land from Defendant III, only to later discover that the land did not legally belong to Defendant III. As a result, the buyers, particularly Defendant I, who already held a certificate of ownership for the land, faced substantial losses. However, the losing parties accepted the court's ruling, as they no longer had the financial means to pursue further legal action.

In the author's view, this situation is highly irregular. The losing parties, who experienced considerable losses, chose to surrender the disputed land to the plaintiff without contesting the decision. This outcome occurred solely because of their lack of financial resources to pursue alternative legal remedies, despite having already purchased the land.

3. The Legal Consequences of the Nullification of a Sale and Purchase Deed

The sale and purchase deed issued by an official land deed officer (PPAT/PPATS) is an authentic document. According to Article 1869 of the Indonesian Civil Code (KUHCCivil), an authentic deed is a document created in the form prescribed by law or in the presence of a public official authorized for that purpose in the location where the document is created. An authentic deed must meet several requirements: it must adhere to the legal format specified by the law, be created in the presence of or by a public official (*openbaar ambtenaar*) who is authorized to create such documents, and indicate the specific type, date, and place of the deed. The term "authorized" refers to the official's position, the type of deed they are creating, and the location of its issuance.

However, an authentic deed can be nullified if it does not meet the requirements and conditions stipulated by law. There are many forms of authentic deeds, one of which is the sale and purchase deed for land, a common requirement for land transactions. Such deeds serve as the basis for issuing land certificates. According to legislation and literature, the factors leading to the nullification of a land sale and purchase deed issued by a PPAT include:

- a. Failure to meet the formal requirements set by law, resulting in the agreement being void by law.
- b. Non-fulfillment of the legal requirements for a valid agreement.
- c. Fulfillment of conditions that nullify the agreement.
- d. Cancellation by a third party based on action *Elisbeth*.

The Supreme Court of the Republic of Indonesia has identified several factors contributing to the nullification of land sale and purchase agreements documented by PPAT deeds:

- a. Nullification due to the agreement failing to meet the objective requirements of validity, such as mutual consent as outlined in Article 1320 of the Civil Code.
- b. Nullification due to the agreement failing to meet the objective requirement of specifying a particular object as outlined in Article 1320 of the Civil Code.
- c. Nullification due to the agreement failing to meet the objective requirement of lawful cause as outlined in Article 1320 of the Civil Code.
- d. Nullification related to the right to repurchase the object in the sale and purchase agreement.
- e. Nullification due to the use of an irrevocable power of attorney.
- f. Nullification in cases involving the sale of jointly owned property.
- g. Nullification of the sale and purchase agreement.
- h. Nullification in cases of emergency (*noodtoestand*).
- i. Nullification of agreements related to land rights.

4. Legal Consequences of a Nullified Sale and Purchase Deed

- a. The deed's evidentiary power is degraded to that of a private document if it does not meet the legal requirements and other regulatory conditions.
- b. Based on Article 28(2) of Regulation of the National Land Agency No. 1 of 2006, a PPAT may be dishonorably discharged from their position.
- c. According to Article 26(1) of Law No. 20 of 2000, which amends Law No. 21 of 1997 on Land Rights Acquisition Fees, a PPAT who issues a flawed deed may face administrative sanctions and fines.
- d. Other parties or interested third parties may exploit the situation, such as filing lawsuits, but they may face challenges due to the authentic deed's perfect evidentiary power.

In the case analyzed by the author, the sale and purchase deed was deemed null and void due to formal and material defects. The sale and purchase deed numbered 47/A.J.B/Sib.Sel/2007 did not fulfill any of the elements specified in Article 1320 of the Civil Code. This is reflected in decision No. 121/Pdt.G/2015/PN.Pdg, which clearly states that none of the requirements under Article 1320 of the Civil Code were met. From the outset, the transaction was legally flawed, a fact known to the third defendant during the transaction with the first and second defendants. The third defendant had no legal ownership rights as determined by the court, and therefore, the legal action undertaken lacked legal grounds and validity. Furthermore, in the land purchase between the first and third defendants, there were two receipts for the same parcel of land with different sizes (evidence T1.2, 3.11, and T1.2, 3.12).

5. Legal Consequences for PPATS in Drafting a Defective Sale and Purchase Deed

PPAT (Land Deed Official) can be held accountable for errors in administrative duties. Two main theories form the basis of administrative accountability for PPAT:

- a. Theory of *Fautes Personnelles* This theory states that any losses incurred by a third party are the responsibility of the official personally, as their actions have directly caused the harm. Responsibility is placed on the individual.
- b. Theory of *fautes de services* according to this theory, the losses suffered by a third party are attributed to the institution or agency the official represents. Therefore, responsibility is placed on the position rather than the individual.
- c. Errors by PPAT can take the form of negligence or carelessness, which may amount to an abuse of authority. PPAT is expected to exercise caution and precision in all matters due to their professional expertise, both theoretical and practical. If a PPAT commits negligence, whether intentional or unintentional, resulting in the drafting of a defective deed, it can cause legal defects and harm to the involved parties.

6. Civil Liability

PPATs may also face civil liability for errors in drafting a Sale and Purchase Deed that deviates from formal and material requirements. In addition to administrative sanctions, PPATs can be sued for compensation by aggrieved parties. Such errors may be classified as a breach of contract (*wanprestasi*) or an unlawful act (*onrechtmatige daad*).

Civil sanctions arising from unlawful acts (*onrechtmatige daad*) occur when actions cause harm to others. These are governed by Article 1365 of the Indonesian Civil Code, which states: "Every unlawful act that causes harm to another person obliges the person responsible for the act to compensate for the loss."

In civil liability cases, sanctions often take the form of compensation, which may be monetary or any other form deemed appropriate. If a Sale and Purchase Deed for land ownership contains defects in its form, it fails to meet formal requirements, thereby losing its authenticity and

becoming null and void. This can cause losses to the involved parties, who then have the right to seek compensation from the notary or PPAT responsible for the negligence.

7. The Formal Function of a Deed and Legal Consequences of Defective Deeds

A deed has a formal function, meaning that the completeness or validity of a legal action requires it to be documented in a deed. In such a case, the Land Deed Official (PPAT) responsible for drafting the deed is accountable for the damages incurred, as this constitutes a violation of someone's subjective rights.

According to Mayers, subjective rights refer to rights granted by law to protect a person's specific interests. When a PPAT's deed is legally defective, it creates issues for parties who are entitled to the deed, as an authentic deed serves as irrefutable evidence of lawful rights. If the court declares a PPAT's deed null and void, it cannot fulfill its intended role and function as authentic evidence, and the PPAT in question is held accountable for any resulting damages.

Under Article 55 of Perkabpn No. 1 of 2006, a PPAT is personally responsible for the execution of their duties and for every deed they create. To nullify a deed, it must be proven that the deed contains formal or material defects. If legal defects are demonstrated, the deed can be annulled or declared void by operation of law.

8. Challenges Faced by Temporary Land Deed Officials (PPATS) in Annulled Sale and Purchase Deeds

The annulment of a sale and purchase deed exposes the PPATS to potential sanctions, both administrative and civil. In a case reviewed in court decision No. 121/Pdt.G/2015/PN.Pdg, the judge ruled that the PPATS (Defendant IV) was not at fault. The court determined that the defective sale and purchase deed and ownership certificate were legally invalid and that Defendants I and II had occupied the disputed land without a valid legal basis. However, the notary (PPATS) was not held liable because the deed merely reflected the will of Defendant I, the appearing party, while the notary only formalized it in an authentic deed.

In this case, the PPATS (Defendant IV) only faced consequences in the form of the annulment of the sale and purchase deed No. 47/A.J.B/Sib.Sel/2007, issued in 2007.

- a. Legal consequences for parties involved in creating a defective sale and purchase deed. In this case, the plaintiff won, leading to the annulment of the sale and purchase deed created by Defendants I and III. Consequently, the ownership certificate No. 2687 issued in 2008, based on deed No. 47/A.J.B/Sib.Sel/2007, was declared legally defective. Although the district court lacked authority to annul the certificate, it ordered the National Land Agency (BPN) to declare the certificate invalid. The parties involved in the sale and purchase deed Defendants I and III lost the case and suffered losses as the annulment rendered the ownership certificate invalid. However, they did not pursue further legal remedies due to financial constraints and a lack of power to reclaim what they believed to be their rights. Despite having grounds to demand compensation from the PPATS for a deed annulled by law, the parties chose not to pursue this action. This was primarily due to the good relationship between Defendants I, III, and IV. The preparation of the sale and purchase deed by Defendant IV (PPATS) was based on mutual support among colleagues, particularly between the sub-district head (Defendant I) and the PPATS (Defendant IV). This amicable relationship facilitated a peaceful resolution among the parties regarding deed No. 47/A.J.B/Sib.Sel/2007.
- b. **Legal consequences of the nullification of a sale and purchase deed.** It can be concluded that the legal implications of nullifying a sale and purchase deed have serious consequences for all parties involved, including the Land Deed Officials (PPAT/PPATS) who prepare the deed and the parties mentioned in the deed. Additionally, the certificate of ownership issued based on the sale and purchase deed will also face legal

consequences. In the case analyzed in this research, *Case Number 121/Pdt.G/2015/PN.Pdg*, the court ruled that the disputed sale and purchase deed was null and void by law, which subsequently rendered the ownership certificate issued based on this deed legally defective and unusable. As a result, the parties involved, namely Defendant I as the buyer and Defendant III as the seller, suffered significant losses, particularly Defendant I, who had acquired a certificate of ownership in their name based on the sale and purchase deed. The researcher interviewed Defendant IV, the PPATS responsible for issuing *Deed Number 47/A.J.B/Sib.Sel/2007*, regarding compensation for the disputed object. Defendant IV explained that the losing parties (Defendant I and Defendant III) chose not to pursue further legal remedies due to financial constraints.

D. Conclusions and Suggestion

1. Conclusions

- a. **Judicial Considerations in Case Number 121/Pdt.G/2015/PN.Pdg for Nullification of the Sale and Purchase Deed by PPATS.** The court ruled that *Sale and Purchase Deed Number 47/A.J.B/Sib.Sel/2007*, dated December 17, 2007, was null and void by law due to violations of the provisions of Article 1320 of the Civil Code (KUHCivil). Legal defects were present from the beginning of the transaction, as Defendant III, at the time of the sale to Defendant I and Defendant II, knowingly lacked ownership rights to the object being sold. Furthermore, discrepancies in the land receipt, where the land's location matched but the area differed, further indicated legal flaws. The *Certificate of Ownership Number 2687 (2008)* could not be directly nullified by the District Court due to jurisdictional limitations. Therefore, the court ordered the National Land Agency (BPN) to revoke or nullify the certificate and declare it invalid. Regarding the status of the land and reimbursement, the researcher interviewed Defendant IV (PPATS), who stated that the resolution involved returning the disputed land to the Plaintiff without discussions on reimbursement or compensation. Defendant I accepted the outcome, citing a lack of power and financial means to pursue the matter further. Thus, the case was resolved only within the court's ruling, and the land has since been managed by individuals from Nias and the Plaintiff's descendants.
- b. **Legal Consequences of the Nullification of the Sale and Purchase Deed in Case Number 121/Pdt.G/2015/PN.Pdg.** The nullification of a sale and purchase deed issued by PPATS has the potential to incur both administrative and civil sanctions. In this case, the PPATS (Defendant IV) was only sanctioned with the nullification of *Deed Number 47/A.J.B/Sib.Sel/2007*, issued in 2007. Defendants I and III, who lost the case, suffered financial losses due to the nullification of the deed, which invalidated the ownership certificate issued in Defendant I's name. Despite their right to seek compensation from PPATS, the parties refrained from doing so due to their amicable relationship with Defendant IV. This amicable relationship enabled the peaceful resolution of the issue without further disputes.

2. Suggestion

1. Actions such as pledging land (gadai) should not be transferred to third parties without the consent of the original pledgee. In this case, Defendant I, as the pledge holder, should have returned the land to the Plaintiff.
2. PPATS officials should exercise thorough scrutiny when preparing deeds for parties appearing before them. Not all parties approaching the PPATS act in good faith, and proper due diligence is necessary to prevent legal disputes.

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