



Legal Analysis of the Sale and Purchase Agreement (PPJB) Against Sellers Who Do Not Want to Sign the Sale and Purchase Deed (AJB) (Study of Decision Number: 34/Pdt G/2020/PN Cbi)

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ABSTRACT

Primary, secondary, and tertiary legal materials were gathered through a literature review and subjected to qualitative descriptive analysis as part of the normative juridical research that is descriptive analysis used in this work. The study's findings demonstrate that, in the event that the seller declines to sign the Sale and Purchase Deed (AJB), the legal force of the PPJB against the buyer is still ensured because, in compliance with Notary Position Law No. 30 of 2004, Article 1338 of the Civil Code, and Article 1266 of the Civil Code, the PPJB made authentically by a notary has perfect evidentiary power. The procedures and legal reasons underlying the need for an addendum to the Sale and Purchase Agreement (PPJB) when the seller refuses to sign the Sale and Purchase Deed (AJB) are based on Article 1338 of the Civil Code and Article 1457 of the Civil Code. The juridical analysis of the Binding Sale and Purchase Agreement (PPJB) against sellers who do not want to sign the Sale and Purchase Deed (AJB) based on the study of the decision number: 34/Pdt.G/2020/PN Cbi was carried out through a lawsuit in court *verstek* with valid evidence submitted by the Plaintiff.

INTRODUCTION

Individual relationships may be employed as legal subjects, and these relationships may be classified as legal acts. A legal act that emerges to serve certain societal goals is called an agreement. A legal relationship, which has its own set of requirements and the possibility of permission or agreement, is created by this relationship. Every contract is referred to as the "principle of freedom of contract," which relates to established rules.

According to Article 1457 of the Civil Code, a purchase and sale is defined as an agreement when one party commits to paying the agreed-upon sum by giving up a piece of property from the other party. Abdulkadir Muhammad defines a sale and purchase agreement (PPJB) as a contract in which the seller agrees to give the buyer ownership of the products in return for a certain amount of money known as the price. From this understanding, the sale and purchase agreement at the same time imposes two obligations:

1. The obligation of the seller to hand over the goods sold to the buyer.
2. The obligation of the buyer to pay the price of the purchased goods to the seller.

When requirements or conditions agreed upon by the parties are not fulfilled, a legally binding sale and purchase agreement results. These requirements, which are characterized by factors that have not been met, such as those outlined in Article 39 of Government Regulation Number 24 of 1997 concerning Land Registration and the seller/buyer's agreement regarding the payment mechanism, may represent a barrier to settlement in the sale and purchase agreement.

The Sale and Purchase Binding Agreement is made to close the parties in the purchase and is temporary. PPJB also regulates that the seller agrees to sell to potential buyers accompanied by a down payment because the sale is considered to have occurred when the sale is reached between the two parties. Deal means the action taken in relation to the purchase and price. The contract specifies the subject of the engagement, the object of the engagement, the rights and obligations of the parties and the settlement agreement in case of problems.

Certain circumstances may necessitate modifying the PPJB's requirements during implementation. Under these circumstances, the appendix is crucial to PPJB. Despite being physically distinct from the primary agreement, an addendum is an addition to a clause or article that is nevertheless legally bound by it. The Addendum permits modifications to the agreements that have been formed by adding, removing, improving, or changing legal terms and standards. An addendum is a legal tool used in property rights sale and purchase agreements to make that the agreement is still applicable and enforceable, particularly when circumstances change or settlement requirements arise that are not addressed in the primary agreement.

A sale and buy deed, as defined by Article 1457 of the Civil Code, is an agreement whereby one party commits to giving up the property and the other side agrees to pay the agreed-upon amount. A preliminary agreement established prior to the main agreement's completion is known as a binding sale and buy agreement. The procedure that the parties must follow, in which the

PPAT creates the AJB and the Notary creates the PPJB. In order for the parties to the PPJB's accomplishments to proceed to the next step, which is the transfer of land rights to the AJB process, the PPJB must first create a legitimate deed that contains an agreement between the buyer and seller. The parties can move on to the second step of the procedure, which is creating an AJB before the PPAT, once the first phase is finished. Both legitimate and inauthentic deeds can be used to create PPJB. PPJB with an authentic deed indicates that PPJB is formed in the form of a Notary deed, whereas PPJB without an authentic deed is an engagement procedure made by both parties without going through a notary.

The interaction between business actors and purchasers (customers) means that developers' acts that do not grant consumers' rights do not necessarily absolve them of accountability. Consumers and business actors have a relationship inside the framework of their relationships with one another. A sale and purchase agreement serves as the foundation for the legal connection between a developer and a potential buyer. In this instance, the consumer is positioned as a buyer and the vendor (developer) as a supplier.

THEORETICAL REVIEW

Theoretical Framework

Theories are used to explain the specific cause or process of a phenomenon that occurs and the truth of the theory must be tested through facts that can prove its validity. Burhan Ashshofa states that a theory is a series of assumptions, concepts, definitions and propositions that are used to explain social phenomena in a regular manner by formulating the relationships between these concepts.

Treaty Theory

The Law of Covenants is one type of law that has a significant and practical impact on people's lives. The Dutch word for "agreement," *overeenkomst*, is the source of the English word "contract" or "agreement." As stated in the Civil Code, "An agreement is an act by which one or more persons bind themselves to one or more other persons."

An agreement or *verbinten*, according to M. Yahya Harahap, is a legal connection involving the property of two or more individuals that grants one party the authority to attain accomplishments while also requiring the other party to complete those accomplishments. According to article 1233 of the BW, agreements can be formed based on consent, and the law resulting from the agreement refers to an action or deed of a person or more.

The Theory of Freedom of Contract

In essence, contract freedom is an expression of free will and human rights, which have their roots in liberalism's emphasis on individual liberty. BW follows an open system in book III, which means that the parties have the freedom to control their own legal relationship patterns. What is regulated in Book III of the BW is merely to regulate and complement (*regelend recht-aanvullendrecht*). In contrast to the arrangement of Book II BW which adheres to a closed or coercive system (*dwingend recht*), where the parties are prohibited

from deviating from the rules in Book II of the BW. The open system of Book III of the BW is reflected in Article 1338 (1) of the BW which states that: "all agreements made legally shall be valid as Law for those who make them".

Legal Certainty Theory

According to Jan Michiel Otto, the actual legal certainty is indeed more juridical in dimension but Jan Michiel Otto wants to provide a further limit of legal certainty, for this he tries to define legal certainty as a possibility in certain situations, including:

- 1) Legal certainty provides clear and clear legal rules, consistent and easy to obtain or access. The rule of law must be issued by the state power and has three characteristics, namely clear, consistent and easy to obtain.
- 2) In some instances, the ruler or government can apply the rule of law in a consistent way and can submit to it or obey it.
- 3) The majority of citizens in a country have the principle of being able to agree on the content of the content. Therefore, the behavior of residents will also adjust to the regulations that have been issued by the government.
- 4) Judicial judges have an independent nature, meaning that judges are not partisan in applying the rule of law consistently when the judge can complete the law.
- 5) Decisions from the judiciary can be concretely implemented.

Jan M. Otto's five criteria demonstrate that if the legal content is in line with community demands, legal certainty can be attained. A law that is derived from and reflects society's culture is the rule of law that can establish legal certainty. This type of legal certainty is known as realistic legal certainty, and it necessitates agreement between the people and the state over how to interpret and navigate the legal system. The goal of the state of law is to guarantee that society has legal certainty. The goal of the law is to achieve high predictability and legal certainty so that the dynamics of social cohabitation are predictable.

METHODOLOGY

"The way or technique of doing or completing something" is the etymological definition of the word "method." "Methodos" (meaning "the way to") is the Greek word from which the term "method" descends. Methods are the initial step toward a final conclusion in a particular subject of knowledge in the context of science. Legal research is a scientific endeavor that analyzes and studies one or more particular legal phenomena using specified methods, systematics, and thought processes. Additionally, in order to address the issues raised by this phenomena, this research also entails a thorough analysis of pertinent legal facts. The goals of the study, the resources at hand, the circumstances surrounding the research activities, and most importantly, the kind of data needed all influence the choice of the best research methodology.

Types and Properties of Research

This study use normative juridical research as its methodology. Research on the application of rules or norms in positive law is known as normative juridical law research. Formal legal rules, such as laws, regulations, and

literature, contain theoretical ideas that are subsequently connected to the issue under study. According to the notion of normative law, normative juridical research is the study of documents, specifically legal source material that includes laws, court rulings or decisions, agreements, legal theories, and legal experts' doctrines or opinions.

Data Source

The data source used in this study is secondary data. A secondary data source is one that contributes data to data collecting in an indirect manner. Primary, secondary, and tertiary legal texts are all considered forms of secondary data.

Data Collection Techniques and Tools

This study's data gathering method is library research, which restricts research to library collections without conducting fieldwork; in other words, it solely uses library data sources to gather research data. The study of written material on the law that is widely published, originates from a variety of sources, and is essential to normative law research is known as literature studies.

Data Analysis Techniques

Techniques for data analysis are used concurrently with data collecting in qualitative research. Examining all accessible data from several sources, such as documents, is the first step in the data analysis process. It is anticipated that this method will offer a thorough comprehension of study topics without depending on numerical statistics, instead emphasizing the significance and context of the information.

RESEARCH RESULTS

Legal Strength of Sale and Purchase Agreement (PPJB) against Buyer When the Seller Does Not Want to Sign the Sale and Purchase Deed (AJB)

Overview of Binding Sale and Purchase Agreement (PPJB)

Definition of Sale and Purchase Agreement (PPJB)

The general terms of the agreement included in Book III of the Civil Code (Civil Code) on Binding apply to the Land Sale and Purchase Binding Agreement (PJB). An agreement is defined as "an act by which one or more people bind themselves to one or more other persons" under Article 1313 of the Civil Code, which also specifies the agreement's wording. "An event where one person makes a promise to another person or where two people promise each other to do something" is how the subject defines an agreement.

According to Article 1457 of the Civil Code, a sale and buy agreement is a contract in which one party promises to give up an item and the other undertakes to pay the agreed-upon sum. Consumers must first file a direct claim with the business actor concerned. The business actor concerned is obliged to provide an answer to these demands. The answer can be in the form of a rejection of the consumer's demands or in the form of fulfilling the demands for compensation submitted by the consumer or not responding at all. After the consumer receives

an answer containing a rejection or the business actor does not respond to the demand, the consumer can file a lawsuit through the Court.

Legal Consequences of Sale and Purchase Binding Agreement (PPJB)

Pertaining to the agreement's ramifications as outlined in Civil Code Article 1338. According to R. Soeroso, the following are the outcomes of a legally binding agreement:

1. According to Article 1338, Paragraph 1 of the Civil Code, the agreement is enforceable against the parties. According to paragraph 1, any legally given permission will be enforceable against the parties involved. This implies that any contract has legal force between the parties. The concept of freedom of contract can be inferred from the term "every" in the article above.
2. The parties may terminate the agreement unilaterally if the law deems it sufficient, such as the reasons in Articles 1571–1572, 1649, and 1813 of the Civil Code, but they cannot unilaterally withdraw from the agreement they made (Article 1338 Paragraph (2) of the Civil Code). The aforementioned article's paragraph 2 builds on paragraph 1 by stating that an agreement is not legally enforceable if it can be unilaterally canceled.
3. The Civil Code's Article 1338, Paragraph 3, mandates that the agreement be implemented in good faith. Approvals must be made in good faith, according to the article. That means justifying the permission in terms of justice and propriety.
4. In addition to being legally binding for the items agreed upon, agreements also bind everything that, according to the terms of the agreement, is required by law, propriety, or custom (Article 1339 of the Civil Code). Additionally, items that are customarily agreed upon despite not being specifically mentioned in the agreement are referred to as promises according to custom, always agreed (Article 1347 of the Civil Code).
5. According to Article 1340 of the Civil Code, an agreement is only enforceable between the parties and cannot injure a third party; but, if it has been previously agreed upon, the third party may profit from the agreement (Article 1317 of the Civil Code).

Overview of the Deed of Sale and Purchase (AJB)

"Act" is referred to as "acte" or "act" in Dutch, and "act" or "deed" in English. A signed letter that details the events that constitute the foundation of a right or agreement that was prepared from the start specifically for the purpose of proof is called a deed, according to Sudikno Mertokusumo.

Legal Effect of Sale and Purchase Agreement (PPJB) against Buyers When the Seller Refuses to Sign the Sale and Purchase Deed (AJB)

"Everyone has the right to live a prosperous life in birth and mind, to live and to get a good and healthy living environment, and the right to receive health services," according to Article 28H paragraph (1) of the Republic of Indonesia's 1945 Constitution. Whether registered or not, a right holder is a person or legal body that possesses land rights, ownership rights to apartments, or management rights, or nadzir, in the case of waqf property. "On the basis of the right to control

from the State as referred to in Article 2, it is determined that there are various rights to the surface of the earth called land that can be given to and owned by people, either alone or jointly with others, as well as legal entities," reads Article 4 paragraph (1) of Law Number 5 of 1960 concerning the Basic Regulations on Agrarian Principles. Purchasing and selling property is one way to acquire land rights.

Implementation of PPJB Agreement

The payment of both buyer and seller taxes, the original physical check of the land certificate, the signature of the AJB, validation, and other steps are all part of the purchasing and selling procedure that takes place in front of a notary or PPAT. However, if one of the parties is unable to attend and the object of sale and purchase is still guaranteed at the bank, or if the object of sale and purchase is still in the process of breaking the certificate, etc., the AJB procedure is limited. The solution offered by notaries is to create a legally binding agreement between the buyer and the seller, known as a PPJB (Sale and Purchase Agreement Agreement). This is a preliminary agreement, and in reality, it frequently leads to issues and disputes between buyers, sellers, and even notaries/PPAT.

Legal Consequences in the Implementation of Binding Sale and Purchase Agreement (PPJB)

It is not always possible for an agreement to function as the parties intended. There are a number of circumstances that might lead to the agreement being terminated, either by the parties themselves or by a court decision. Generally speaking, people are free to join into agreements with whoever they want, choose the terms of those agreements, and choose the structure of the agreement itself. The subjects of the alliance are not only required to form alliances with names set by the law (*benoemde overeenkomsten*), but they also have the freedom to form agreements (*partij autonomie, contractvrijheid*).

Legal procedures and reasons underlying the need for an addendum to the Binding Sale and Purchase Agreement (PPJB) when the seller refuses to sign the Sale and Purchase Deed (AJB)

The law is a body of rules and regulations that govern behavior in everyday life and can be enforced by the imposition of penalties. Legal relationships, which are expressed in rights and obligations, are governed by the law and comprise ties between people and society as well as between individuals. The law makes every attempt to balance the interests of the community and individuals in its regulatory endeavors. There will always be conflicts or tensions between individual interests and communal interests because society is composed of individuals who interact with one another. The law makes every effort to resolve the quarrel or tension.

Juridical Analysis of the Binding Sale and Purchase Agreement for Sellers Who Do Not Want to Sign the Sale and Purchase Deed Based on the Study of Decision Number: 34/Pdt.G/2020/PN Cbi

Case Position

Chronology of Matters

The chronology of the case in Decision No. 34/PDT. G/2020/PN CBI was started by the plaintiff and the defendant having a legal relationship (*rechtsbetreking*) related to the sale and purchase of land and residential houses. Where the plaintiff acts as the buyer, the defendant as the seller, while the defendant is also the developer. The sale and purchase was carried out on April 16, 2014 at a price of Rp 455,000,000 (four hundred and fifty-five million rupiah) in accordance with the payment receipt (paid) from the plaintiff to the defendant. The object of sale and purchase between the plaintiff and the defendant above is land and residential building type Ottawa 59-A of 105 M2 (one hundred and five square meters) located in West Java Province, Bogor Regency, Cileungsi District, Limusnunggal Village/Village or known as Housing City Tourism Pesona Ottawa, Block UD 5, Number 31.

Before the sale and purchase transaction between the plaintiff and the defendant, the land object and residential building were obtained by the defendant from the co-defendant (Developer) based on the Binding Agreement for the Sale and Purchase of Land and Buildings in Housing in Kota Wisata No: 0034/KGA/PPJB/IV/2006 dated April 30, 2006. After the sale and purchase process was carried out between the defendant and the defendant/PT. Kanaka Grahaasri (Developer), the defendant sold the object/house to the plaintiff. The plaintiff and the defendant have agreed to buy and sell land objects and residential buildings located in the Charm of Ottawa Tourism City Housing. For the sale and purchase process, the defendant gave an attorney to transfer the rights/pass the rights to the land and residential buildings to the plaintiff in the Power of Attorney Deed Number 44 dated April 16, 2014 before Ilyas, S.H, as a Notary in Bogor Regency.

Buying and selling between the plaintiff and the defendant, where the plaintiff has completed his obligations by paying off the money for the purchase of the house to the defendant. In addition, the plaintiff has also regularly paid all Land and Building Tax fees and occupied the house to be used as a residence. As long as the plaintiff occupies the house, no party feels objections, including from the defendant or the co-defendant. The plaintiff has also held papers related to the house, including:

Permit to Erect Buildings, No: 678.12/380/V/PP-DCK/2006;

UN Evidence of Reconciliation, No: 32.03.130.018.017-2203.0;

Receipt for the purchase of a house between the PLAINTIFF and the DEFENDANT;

House payment receipt, No: 00043/KGA. RMH/05/2014;

Handover Minutes;

Copy of Notarial Power of Attorney, No: 44, dated April 16, 2014;

Copy of the Agreement on the Binding of Sale and Purchase of Land and Buildings in Housing of Kota Wisata, No: 0034/KGA/PPJB/IV/2006 dated April 30, 2006;

Statement of the Defendant, dated April 17, 2015.

In this instance, the plaintiff can be considered a buyer acting in good faith. As a result, the plaintiff's rights as a buyer must be safeguarded by law in line with Supreme Court Circular Letter (SEMA) No. 7 of 2012, point IX, the Jurisprudence of the Supreme Court of the Republic of Indonesia No. 1230 K/Sip/1980, and Supreme Court Circular Letter (SEMA) No. 04 of 2016 number 7, which states that a legally binding sale and purchase agreement (PPJB) that transfers land rights occurs when the buyer pays the full price of the land and takes possession of the selling item in good faith. Furthermore, in the standard procedure that applies in the internal rules, the defendant is also the defendant as the developer, if the defendant already has a sale and purchase bond with the defendant through a Binding Sale and Purchase Agreement (PPJB). Then the defendant resells the object of sale and purchase (house) to a third party (the plaintiff as the new buyer), then the PPJB that has been made between the defendant and the defendant must be amended (Addendum). The next step is to make a Sale and Purchase Deed (AJB) between the developer/developer (co-defendant) and the new buyer (plaintiff).

Legal Considerations of the Panel of Judges and Dictum of Decision
Legal Considerations of the Panel of Judges

The Panel of Judges decided that even though the Defendant and Co-Defendant were not present even though they had been duly summoned, the case could still be examined and decided *verstek* in accordance with Article 125 of the HIR. In its consideration, the Panel of Judges considered that the Plaintiff's lawsuit must be examined under the law to ensure that the lawsuit does not conflict with the applicable legal provisions. In the evidentiary process, the Plaintiff submitted written evidence in the form of documents (P-1 to P-11) and presented one witness to strengthen his claim postulate.

The plaintiff filed a lawsuit to be declared the legal owner of the land and residential building type 59-A with an area of 105 m² located in Kota Wisata Housing, Block UD.5, No. 31. This lawsuit is based on an over-credit transaction with the Defendant as evidenced by the payment receipt (P-4) and the Power of Attorney No. 44 (P-10). The Panel of Judges considered that the sale and purchase carried out between the Plaintiff and the Defendant met the legal requirements of the agreement as stipulated in Article 1320 of the Civil Code, namely the existence of an agreement, the skill of the parties, certain objects and *halal* causes.

The Panel of Judges found that the object of the dispute had been paid in full, handed over and controlled by the Plaintiff since 2014 without any objection from other parties. As a result, this sale and purchase was declared valid and binding in accordance with Article 1338 of the Civil Code. Therefore, the Panel of Judges granted the Plaintiff's third and fourth petition, namely declaring the Plaintiff as the legal owner of the land and building and granting permission to the Plaintiff to sign the Deed of Sale and Purchase (AJB).

The Plaintiff's fifth petition, which asked for authorization to add a clause pertaining to the object of dispute to the sale and buy agreement, was also granted by the panel of judges. However, the Tribunal deemed the sixth petition,

which argued that the Plaintiff should be granted the authority to sell or manage the land without the consent of the opposing party, to be legally insufficient and rejected the petition.

Decision of the Panel of Judges

The decision of the panel of judges in the case of Decision No. 34/PDT. G/2020/PN CBI, namely:

1. Declare that the Defendant and Co-Defendant, who have been lawfully and properly summoned to attend the trial, are not present.
2. Granting the Plaintiff's lawsuit in part with a verstek judgment.
3. Declaring that the sale and purchase transaction between the Plaintiff and the Defendant, as evidenced through the Payment Receipt dated April 16, 2014 and a copy of the Power of Attorney No. 44, dated April 16, 2014, made before Ilyas, S.H., Notary in Bogor Regency, on land and residential buildings type 59-A covering an area of 105 m² (one hundred and five square meters), located in West Java Province, Bogor Regency, Cileungsi District, Limusnunggal Village/Village, known as Tourism City Housing, Pesona Ottawa, Block UD.5, Number 31, is legal according to the law.
4. Declaring the Plaintiff as the legal owner of the land and residential building type 59-A, covering an area of 105 m² (one hundred and five square meters), located in West Java Province, Bogor Regency, Cileungsi District, Limusnunggal Village/Village, known as Tourism City Housing, Pesona Ottawa, Block UD.5, Number 31.
5. Granting permission to the Plaintiff to jointly with the Co-Defendant to make and sign an addendum to the Binding Agreement for the Sale and Purchase of Land and Buildings in Housing Kota Wisata Number: 0034/KGA/PPJB/IV/2006, dated April 30, 2006.
6. Punish the Defendant and Co-Defendant to submit and obey this decision.
7. Sentence the Defendant to pay the costs of the case arising in this case of Rp3,271,000 (three million two hundred and seventy-one thousand rupiah).

Juridical analysis of the binding sale and purchase agreement against sellers who do not want to sign the sale and purchase deed based on the study of the decision number: 34/PDT. G/2020/PN CBI

PPJB is carried out between the seller and the buyer as a preliminary agreement that aims to bind the parties first. This is often caused by things and requirements that cannot be met to carry out buying and selling transactions, such as land rights certificates that are still in the process of being issued or resolved, price repayment has not occurred, there are special requirements between sellers and buyers, and other reasons. Although the Civil Code does not specifically regulate PPJB, this agreement still adheres to the general provisions of the agreement law in the Civil Code regarding engagement. Initially, PPJB was not expressly regulated in the laws and regulations, so it did not have a standard form. PPJB emerged because of the need and flexibility applied in practice. Nevertheless, this agreement must still protect the interests of the parties and meet the conditions for the validity of the agreement.

PPJB emerged because of the need and flexibility applied in practice, but it must still protect the interests of the parties and meet the requirements for the validity of the agreement. Treaty law in Indonesia requires that there be an agreement between the two parties that is expressed in a clear form, either orally or in writing. In this case, even though there has been an agreement on the price and object of sale, the absence of the seller's signature on the sale and purchase deed can be considered as a form of cancellation or rejection of the transaction. In this context, the buyer has the right to demand the seller to sign a sale and purchase deed as a condition for the validity of the transfer of rights to the goods. As happened in Decision Number: 34/PDT. G/2020/PN CBI, this shows the importance of legal certainty in buying and selling transactions and emphasizes that even if there is an agreement, proper formalities are still needed to ensure the validity of the transaction in accordance with the applicable treaty law.

As a legal consequence, the Consumer Protection Law expressly states in Article 18 paragraph (3) that any standard clause that meets the elements of the prohibition stipulated in Article 18 paragraph (1) is declared "null and void". The cancellation or cancellation of a contract due to unfairness occurs because it meets the following criteria:

1. One of the parties accepts a clause that is not reasonable to accept. In this context, the consumer accepts a clause that is actually not reasonably acceptable, thereby injuring the will of the opposing party. This is certainly contrary to the theory of will as stipulated in Article 1320 point (1) of the Civil Code.
2. There are clauses that are very burdensome to one of the parties or whose interpretation is aimed at protecting the weak party on the grounds of public order or morality. This is contrary to the theory of halal cause as stipulated in Article 1337 juncto Article 1335 of the Civil Code.
3. The failure to achieve the elements of reasonableness and propriety in implementing the agreement so that it burdens one of the parties. This is clearly contrary to the theory of good faith as stipulated in Article 1338 of the Civil Code.

The legal relationship between developers and consumers is often found in agreements with standard clauses. The agreement with this standard clause contains all the terms of the agreement that have been unilaterally set by the developer and cannot be changed or further negotiated. The agreement includes a guarantee clause that the land and building objects are unsecured and in self-control. When a clause has been agreed upon by the parties, the agreement has binding force in accordance with Article 1338 of the BW and must be complied with as a mutual agreement made in good faith.

DISCUSSION

The rights and obligations of each developer and property consumer in the PPJB of the house are reciprocal, meaning that the obligations of the developer are the rights of property consumers. Similarly, vice versa, the obligations of property consumers are the rights of developers. The rights and obligations of each party can be described, as follows:

1. The obligation of property consumers, to pay an agreed price to the developer, which is the right of the housing developer;
2. The obligation of property consumers, to pay the Land and Building Tax (PBB) of land and houses purchased from the developer if regulated in the PPJB if the PBB is paid by the property consumer;
3. The obligation of the property consumer, to pay the deed fee and other costs if regulated in the PPJB of the house is paid by the property consumer;
4. The obligation of the housing developer, to hand over the PPJB object to the property consumer in the form of a house in accordance with the agreement in the PPJB of the house which is the right of the property consumer;
5. The obligation of housing developers, building facilities, infrastructure, and public utilities as stipulated in Article 42 of Law No. 1 of 2011 which is the right of property consumers; and
6. The obligation of the housing developer to break down the master title certificate into a certificate per plot in accordance with the order of the property consumer, which is the right of the property consumer to obtain a certificate of the house he bought as a form of legal certainty in land law in Indonesia.

The Panel of Judges' further analysis showed that the sale and purchase agreement between the Plaintiff and the Defendant had complied with all applicable laws and was accepted as legitimate and enforceable under Article 1338 of the Civil Code. Although the Defendant did not sign the AJB, the existence of strong evidence such as receipts and Power of Attorney provides a legal basis for the Plaintiff to be decided as the rightful owner of the object of dispute. Therefore, the Panel of Judges granted the Plaintiff's third and fourth petitem, namely to declare the Plaintiff as the legal owner and give permission to the Plaintiff to sign the AJB which the seller was not willing to sign.

The Panel of Judges granted the Plaintiff's request to add an addendum to the current sale and purchase agreement on the grounds that such modifications or additions are permissible provided they adhere to the relevant legal provisions. Because the petition was not supported by a compelling enough legal argument and went against the terms of current laws and regulations, the panel of judges denied the plaintiff's request to be given the authority to sell or regulate the land without the consent of the other party. Sudikno Mertokusumo explained that every court decision must contain the reasons that are the basis for the court to adjudicate. This reason functions as legal accountability for the decisions taken, both to the community, the parties, higher courts, and legal science, so that the decision has objective value and can be accounted for. The Jurisprudence of the Supreme Court of the Republic of Indonesia No. 1230 K/Sip/1980 and Supreme Court Circular Letter (SEMA) No. 04 of 2016 number 7—which states that the transfer of land rights based on the binding sale and purchase agreement (PPJB) occurs legally if the buyer has paid the full price of the land and has controlled the object of the sale and purchase in good faith—were the main sources of guidance for the panel of judges when they were adjudicating the case.

The process for adding amendments to the Binding Sale and Purchase Agreement (PPJB) may encounter difficulties due to a number of reasons, including administrative, legal, and party agreements. One of the main obstacles

is the difference in interests between the seller and the buyer, especially if one of the parties feels aggrieved by a change in the clause in the addendum, making it difficult to reach an agreement. In addition, delays in completing administrative documents, such as land certificates or building permits, can hinder the process of drafting the addendum. A lengthy bureaucratic process and limited legal understanding from one or both parties are also obstacles in drafting a legal and effectively applicable addendum. If not managed properly, these obstacles can lead to legal disputes and uncertainty in the implementation of buying and selling transactions.

In the end, the panel of judges chose to partially grant the plaintiff's lawsuit. The plaintiff is deemed to be the legitimate owner of the contested item, and the law protects his rights. This ruling also affirms the defendant's absence and the refusal to sign the AJB. If the court finds sufficient proof, it can nonetheless grant the offended party—in this case, the plaintiff—legal protection. Because the defendant failed to defend the right to the object of the dispute, it was deemed the losing party and was had to pay the case's costs.

CONCLUSIONS AND RECOMMENDATIONS

Based on the results of the research that has been described earlier, there are conclusions in this study including:

1. The legal force of the Sale and Purchase Agreement (PPJB) against the buyer when the seller does not want to sign the Sale and Purchase Deed (AJB) is still guaranteed because the PPJB made authentically by a Notary has perfect evidentiary power in accordance with Article 1 of the Notary Position Law No. 30 of 2004. The Binding Sale and Purchase Agreement (PPJB) also has legal force that binds the parties in accordance with Article 1338 of the Civil Code to provide legal protection to buyers. However, in the event of a default by the seller, the buyer can claim his rights through the court in accordance with Article 1266 of the Civil Code regarding the cancellation of the agreement which can only be done for clear reasons through legal proceedings.
2. The procedure and legal reasons underlying the need for an addendum to the Binding Sale and Purchase Agreement (PPJB) when the seller refuses to sign the Sale and Purchase Deed (AJB) are based on Article 1338 of the Civil Code which states that the legally made agreement is valid as a Law for the parties. Furthermore, it refers to Article 1457 of the Civil Code which states that buying and selling is an agreement in which one party binds himself to hand over an object and the other party to pay the price that has been promised. The addendum submitted in decision number 34/PDT. G/2020/PN CBI is not an amendment to the agreement between the plaintiff and the defendant, but is related to other agreements involving the plaintiff and the developer (co-defendant). The Panel also proved that the plaintiff was a buyer in good faith in accordance with the Supreme Court Circular Letter (SEMA) Number 7 of 2012, point IX and the Jurisprudence of the Supreme Court of the Republic of Indonesia No. 1230 K/Sip/1980, as well as the Supreme Court Circular Letter (SEMA) No. 04 of 2016 number 7.

3. The juridical analysis of the Sale and Purchase Binding Agreement (PPJB) against sellers who do not want to sign the Sale and Purchase Deed (AJB) based on the study of the decision number: 34/Pdt.G/2020/PN Cbi was carried out through a lawsuit in court *verstek* with valid evidence submitted by the Plaintiff. The Panel of Judges decided to continue to examine and try the case in accordance with the provisions of Article 125 of the Civil Code, Article 1320 and Article 1338 of the Civil Code, as well as other applicable regulations to continue the investigation even though the summoned party was not present. The Panel of Judges in this case decided that: a). Granting the Plaintiff's lawsuit in part, b). The Plaintiff is declared the legal owner of the object of the dispute and his rights are protected by law, c). This decision also confirms the absence of the Defendant and the refusal of the signing of the AJB if the existing evidence is strong enough, the court can still provide legal protection to the aggrieved party in this case the Plaintiff.

Recommendation

Based on the above conclusions, the suggestions in this study are as follows:

1. The researcher suggests that buyers always ensure that PPJB is made in the form of an authentic deed by a Notary to obtain maximum legal protection. In addition, it is important for the buyer to understand his rights and obligations as stipulated in Article 1338 of the Civil Code, so that he can affirm his legal position in the event of a default by the seller. The buyer needs to gather strong evidence to strengthen his claim in court if necessary, and consider mediation efforts before going down the litigation route to achieve a more efficient settlement and avoid lengthy legal proceedings.
2. The researcher suggested that the buyer and related parties ensure that any changes or adjustments in the agreement are legally stated in the form of an addendum that remains based on the principle of freedom of contract in accordance with Article 1338 of the Civil Code. In the face of a similar situation, the buyer needs to pursue the available legal channels to ensure that the addendum is made with the consent of all interested parties and considers strong juridical aspects to avoid potential disputes in the future. Additionally, buyers can consider mediation options or other dispute resolution mechanisms before taking the case to court to reach a more efficient and beneficial solution for all parties.
3. The researcher suggests that buyers who face rejection of the signing of the Sale and Purchase Deed (AJB) by the seller immediately take legal action through a civil lawsuit to obtain legal certainty over their ownership rights. Before going the litigation route, buyers can consider mediation or negotiation options as a first step to resolve issues more efficiently and avoid lengthy court proceedings.

ADVANCED RESEARCH

Further research is encouraged to examine the efficacy of alternative dispute resolution (ADR) mechanisms, such as mediation and arbitration, in resolving conflicts arising from the seller's refusal to sign the Sale and Purchase Deed (AJB) after a Binding Sale and Purchase Agreement (PPJB) has been

executed, in light of the study's conclusions and recommendations. In order to evaluate how different legal systems preserve the idea of contractual freedom under Article 1338 of the Civil Code and guarantee legal certainty for purchasers, future research can take a comparative legal approach by examining comparable instances from several jurisdictions. Moreover, research can examine the practical implementation of notarial authenticity in PPJBs and its influence on court decisions, as well as the implications of Supreme Court jurisprudence and circular letters on the protection of buyers' rights. This can provide a more comprehensive legal framework and practical guidance for legal practitioners, buyers, notaries, and policymakers in mitigating legal risks and strengthening buyer protection in real estate transactions.

REFERENCES

- Abdi Dharma, "Kepastian Hukum Terhadap Proses Pembuatan Akta Jual Beli Yang Menyimpang Dari Ketentuan PP 24/1997 (Studi Di Kec. Nurussalam Kab. Aceh Timur)," *Jurnal Hukum Ekonomi Syariah*, Vol. 2, 2019: 55-67
- Abel Agustian, "Pembatalan Perjanjian Pengikatan Jual Beli (PPJB) Kondominium Akibat Wanprestasi," *Recital Review*, Vol. 2, No. 2, 2020: 77-92
- Agus Purwo Saputro and Miftakhul Huda, "Keabsahan Akta Perjanjian Pengikatan Jual Beli, Surat Kuasa Menjual Dan/Atau Melepas Hak Atas Objek Yang Menjadi Agunan Di Bank," *Jurnal Ilmiah Ar-Risalah*, Vol. 22, No. 1, 2024: 51-64
- Ahmad Miru dan Sakk Pati, 2011, *Hukum Perikatan*, Rajarafindo Perkasa Jakarta
- Ahmadi Miru, 2018, *Hukum Kontrak & Perancangan Kontrak*, Rajagrafindo Persada, Depok
- Ana Silviana, Khairul Anami, dan Handojo Djoko Waloejo, "Memahami Pentingnya Akta Jual Beli (AJB) dalam Transaksi Pemindahan Hak Atas Tanah karena Jual Beli Tanah," *Law, Development & Justice Review*, Vol. 3, No. 2, 2020: 191-95
- Andi Mulia Wahyuni, Hasbir Paserangi, dan Kahar Lahae, "Kekuatan Hukum Akta Jual Beli Tanah Yang Mengandung Unsur Tindakan Pura-Pura," *Syntax Literate*, Vol. 7, No. 2, 2022: 552-68
- Andy Hartanto, 2015, *Panduan Lengkap Hukum Praktis Kepemilikan Tanah*, Surabaya, Laksbang Justitia
- Aptina, "Kekuatan Mengikat Klausula Addendum Mengenai Besarnya Bunga Pinjaman Yang Dibuat Delapan Bulan Setelah Perjanjian Utang Piutang Dibuat," *Jurnal Education and Development*, Vol. 9, No. 4, 2021: 205-10
- Arivan Halim, "Kedudukan Perjanjian Pengikatan Jual Beli (PPJB) Yang Dibuat Pengembang Dalam Pre Project Selling," *Jurnal Ustice Voice*, Vol. 1, No. 2, 2022: 53-69
- Ayu Herlin Norma Yunita, "Penyelesaian Wanprestasi Dalam Perjanjian Sewa Beli Tanah Dan Bangunan Menurut Kitab Undang-Undang Hukum Perdata," *Nusantara Hasana Journal*, Vol. 2, No. 2, 2022: 230-238
- Bustanul Arifien Rusydi, "Problem Kehadiran Dan Upaya Hukum Tergugat Dalam Putusan Verstek Perkara Perceraian Pada Pengadilan Agama Bandung," *Jurnal Muslim Heritage*, Vol. 5, No. 2, 2020: 371-393
- Christopher Nicolas Cowandy, "Kedudukan Hukum Perjanjian Utang-Piutang Di Balik Perjanjian Pengikatan Jual Brli," *Jurnal Education and development*, Vol. 9, No. 4, 2021: 1-4
- Edith Griselda Eugenia and Markoni, "Kekuatan Hukum Penyimpangan Pasal 1266 Dan Pasal 1267 Kuhperdata Sebagai Syarat Batal Dalam Perspektif Asas Kebebasan

- Berkontrak Dan Kepastian Hukum (Studi Kasus Putusan Mahkamah Agung No. 2782/K/PDT.2009)," *Arus Jurnal Sosial Dan Humaniora*, Vol. 4, No. 3, 2024: 1183-1194
- Erfan Mirza Aulia Rachman and Diah Ayu Candra Kirana, "Perlindungan Hukum Terhadap Pembeli Dalam Praktik Pre Project-Selling Di Indonesia," *Jurnal Education and Development*, Vol. 11, No. 1, 2023: 94-100
- Galih Bagas Soesilo and Isna Aditia Pratama, "Perlindungan Hukum Akibat Pembatalan Akta Pengikatan Jual Beli Tanah Dihadapan Notaris Di Purworejo," *Eksaminasi: Jurnal Hukum*, Vol. 2, No. 1, 2022: 30-55
- Gede Tusan Ardika dan Ramli, "Kekutan Hukum Akta Perjanjian Pengikatan Jual Beli Tanah (Studi Di Desa Babakan Kecamatan Sandubaya Kota Mataram)," *Jurnal Unmasmataram*, Vol. 13 No. 1 2019: 43-57
- H Suhendar and M a Athoillah, "Pertimbangan Hakim Dalam Perkara Penyalahgunaan Keadaan (Misbruik Van Omstandigheden)," *Jurnal Yudisial*, Vol. 16, No. 2, 2023: 250-268
- H.S. Salim, 2003, *Hukum Kontrak Teori dan Teknik Penyusunan Kontrak*, Sinar Grafika, Jakarta
- Habib Adjie, *Kebatalan dan Pembatalan Akta Notaris*, Refika Aditama, Bandung
- Handoko, Widhi, 2018, *Kebijakan Hukum Pertanahan, Sebuah Refleksi Keadilan hokum Progresif*, Thafa Media, Yogyakarta
- Harisoni Hutasoit et al., "Analisis Yuridis Wanprestasi Dalam Perjanjian Jual Beli Atas Harga Yang Telah Disepakati Bersama (Studi Putusan Mahkamah Agung No.602 K/Pdt/2020)," *Jurnal Media Akademik*, Vol. 2, No. 5, 2024: 3031-5220
- Herian Budiono, 2016, *Kumpulan Tulisan Hukum Perdata di Bidang Kenotariatan*, PT Citra Aditya Bakti, Bandung
- Herlien Budiono, 2012, *Kumpulan Tulisan Hukum Kenotariatan*, Citra Aditya Bakti, Jakarta
- I Made Arjaya, Ni Komang Mahyuni Gita Paramita, and I Made Suwitra, "Perlindungan Hukum Bagi Pembeli Berdasarkan Akta Perjanjian Pengikatan Jual Beli," *Jurnal Ilmu Komunikasi, Sosial Dan Humaniora*, Vol. 1, No. 2, 2023: 15-26
- Imelda Martinelli, Sarah Angelina Setiahata Lumban Tobing, and Vilyn Angelina, "Konsep Dan Penyelesaian Sengketa Penyalahgunaan Kuasa Mutlak Dalam Perjanjian Jual Beli Tanah," *Jurnal Pendidikan Sejarah Dan Riset Sosial Humaniora*, Vol. 4, No. 2, 2024: 170-183
- Jihaan Nabila Zula, "Transaksi Peralihan Hak Atas Tanah Atau Bangunan Dalam Perjanjian Pengikatan Jual Beli (PPJB)," *UNES Journal of Swara Justisia*, Vol. 8, No. 2, 2024, hal. 338-348
- Khoidin, 2020, *Hukum Notariat Di Indonesia (Suatu Pengantar Singkat)*, Laksbang Justisia, Yogyakarta
- Khoirul Ummam, Deny Guntara, dan Muhamad Abas, "Akibat Hukum Terhadap Wanprestasi Dalam Perjanjian Dibawah Tangan Atas Jual Beli Tanah Dan Bangunan Berdasarkan Pasal 1320 Kuhperdata," *The Juris Journal*, Vol. 7, No. 1, 2023: 133-144
- Liza Dameria Marbun, Budiman Ginting, and Detania Sukarja, "Tanggung Jawab Hukum Pengembang Rumah Susun Dalam Perjanjian Pengikatan Jual Beli Tanpa Sertifikat Laik Fungsi Kepada Konsumen Berdasarkan Hukum Positif Indonesia," *Recht Studiosum Law Review*, Vol. 2, No. 2, 2023: 63-80.
- Made Erik Kresmeina Legawantara, dkk, "Akibat Hukum Perjanjian Jual Beli Hak Atas Tanah," *Jurnal Interprestasi Hukum*, Vol. 1 No. 1 2020: 1-12
- Muhaimin, 2020, *Metode Penelitian Hukum*, Mataram University Press, Mataram

- Muhammad Utama Karami and Mohamad Fajri Mekka Putra, "Perlindungan Hukum Terhadap Para Pihak Dalam Perjanjian Pengikatan Jual Beli Rumah Susun Yang Dibuat Oleh Notaris Akibat Wanprestasi," *Pakuan Law Review Journal*, Vol. 9, No. 4, 2023: 29-40
- Mukti Fajar and Yulianto Achmad, 2010, *Dualisme Penelitian Hukum Normatif Dan Empiris*, Pustaka Pelajar, Yogyakarta
- Najma Syamila, Michellena, dan Salsabillah Ayu Puspita, "Akta Jual Beli (AJB) Sebagai Alat Bukti Dalam Penyelesaian Sengketa Wanprestasi Jual Beli Tanah (Studi Putusan Pengadilan Negeri Tanjungkarang Nomor 172/PDT.G/2018/PN.TJK)," *Jurnal Kewarganegaraan*, Vol. 8, No. 1, 2024: 1-23
- Nandang Purnama, "Perlindungan Hukum Tenaga Kerja Dan Pengusaha Dalam Pelaksanaan Perjanjian Kerja Pasal 59 Berdasarkan Undang- Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja," *Pakuan Justice Journal of Law*, Vol. 2, No. 1, 2021: 74-86
- Nicholas Ardy Wibisana and Retno Dewi Pulung Sari, "Penggunaan Klausula Eksonerasi Dalam Ppjb Rumah Susun Dalam Perspektif Perlindungan Konsumen," *Jurnal Hukum Ius Publicum*, Vol. 5, No. 1, 2024: 1-10
- Nomensen Sinamo, 2010, *Metode Penelitian Hukum dalam Teori dan Praktek*, Bumi Intitama Sejahtera, Jakarta
- Peraturan Pemerintah Nomor 18 Tahun 2021 Tentang Hak Pengelolaan, Hak Atas Tanah, Satuan Rumah Susun, Dan Pendaftaran Tanah
- Peraturan Pemerintah Nomor 24 Tahun 1997 Tentang Pendaftaran Tanah
- Peraturan Pemerintah Nomor 24 Tahun 2016 Tentang Perubahan Atas Peraturan Pemerintah Nomor 37 Tahun 1998 Tentang Peraturan Jabatan Pejabat Pembuat Akta Tanah
- Peraturan Pemerintah Nomor 37 Tahun 1998 Tentang Peraturan Jabatan Pejabat Pembuat Akta Tanah
- Peter Mahmud Marzuki, 2010, *Penelitian Hukum*, Kencana Prenada, Jakarta
- Phinka Aprila Maya Sakuntala, "Analisis Yuridis Pembeli Yang Wanprestasi Terhadap Kesepakatan Pembayaran Akta Perjanjian Pengikatan Jual Beli (PPJB) Tanah Dan Bangunan (Studi Kasus Putusan Mahkamah Agung RI Nomor: 1650/K/Pdt/2015)," *Jurnal Akta Notaris*, Vol. 3, No. 2, 2024: 194-209
- Putusan Nomor 34/Pdt G/2020/Pn Cbi
- R. Soeroso, 2010, *Perjanjian Di Bawah Tangan: Pedoman Praktis Pembuatan dan Aplikasi Hukum*, Sinar Grafika, Jakarta
- R. Subekti dan R. Tjitrosudibio, 2003, *Kitap Undang-Undang Hukum Perdata*, cet. XXX, PT. Pradnya Paramita, Jakarta
- Rabiul Fajri, "Analisis Pembelaan Hak Milik Tergugat Dalam Sengketa Perjanjian Jual Beli Toko Di Plaza Bukit Tinggi" *Universitas Muhammadiyah Sumatera Barat*, 2023
- Rahimah Asfani et al., "Analisis Yuridis Efektifitas Perjanjian Pengikatan Jual Beli Tanah Dalam Perlindungan Hukum (Studi Penelitian Di Kantor Notaris/PPAT Wiwid Hanny Saputri)," *Journal of Education Religion Humanities and Multidiciplinary*, Vol. 1, No. 2, 2023: 315-327
- Rahmat Ramadhani, "Kedudukan Hukum Perjanjian Perikatan Jual Beli (PPJB) Dalam Kegiatan Pendaftaran Peralihan Hak Atas Tanah," *Jurnal Kajian Hukum*, Vol. 3, No. 3, 2022: 45-50
- Rengganis Febrelina and Totok Tumangkar, "Perlindungan Hukum Terhadap Pembeli Dalam Ppjb (Perjanjian Pengikatan Jual Beli) Yang Obyeknya Dijaminkan Oleh Penjual," *Jurnal Akta Notaris*, Vol. 2, No. 1, 2023: 114-123

- Rusti Yani and Siti Malikhatun Badriyah, "Pelaksanaan Jual Beli Dan Penerbitan Sertipikat Hak Milik Atas Satuan Rumah Susun," *Jurnal Notarius*, Vol. 15, No. 1, 2022: 34-50
- Saifullah, 2004, *Konsep Dasar Metode Penelitian Dalam Proposal Skripsi*, Fakultas Syariah UIN Malang, Malang
- Salim HAL. S, 2010, *Perkembangan Teori Dalam Ilmu Hukum*, Rajawali Pers, Jakarta
- Salsabila Putri Paramadani, Betty Rubiati, and Agus Suwandono, "Perlindungan Hukum Bagi Pembeli Rumah Susun Bukan Hunian (Non-Hunian) Ditinjau Berdasarkan Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen Dan Undang-Undang Nomor 20 Tahun 2011 Tentang Rumah Susun," *Jurnal Ilmu Hukum Kenotariatan*, Vol. 4, No. 1, 2020: 18-35
- Salsabilah Alfiyyah Furi and Muhammad Raihan Ruddy, "Perjanjian Pengikatan Jual Beli Dengan Objek Yang Sama Dihubungkan Dengan Tanggung Jawab Notaris," *Jurnal Riset Ilmu Hukum*, Vol. 4, No. 1, 2024: 37-44
- Selly and Ukas, "Analisis Yuridis Perjanjian Pengikatan Jual Beli (PPJB) Atas Sistem Pre Project Selling," *Jurnal UP Batam*, Vol. 1, No. 1, 2023: 1-8
- Sendy Anantyo, Siti Malikhatun Badriyah, and Adya Paramita Prabandari, "Kekuatan Hukum Pada Perjanjian Pengikatan Jual Beli Baik Rumah Dan Ruko (Kios) Di Perumnas," *Jurnal Notarius*, Vol. 14, No. 2, 2021: 818-833
- Sheira Maghfira Maulani Utami and Anda Setiawati, "Masalah Keterlambatan Penandatanganan AJB Dan Penyerahan Unit Apartemen Regatta (Studi Putusan No. 573/Pdt.G/2020/Pn Jkt.Utr)," *Reformasi Hukum Trisakti*, Vol. 4, No. 1, 2022: 219-228
- Soerjono Soekanto, 2014, *Penelitian Hukum Normatif Suatu Tinjauan Singkat*, Rajawali Pers, Jakarta
- Sugiyono, 2018, *Metode Penelitian Kuantitatif Kualitatif dan R&D*, Alfabeta, Bandung
- Suwardi and Widyawati Boediningsih, "Perlindungan Hukum Bagi Pembeli Condotel Melalui Perjanjian Pengikatan Jual Beli," *Kajian Hukum dan Keadilan*, Vol. 6, No. 1, 2022, Hal. 15-26
- Tubagus Syaiful Ikhwan, "Akibat Hukum Wanprestasi Dalam Perjanjian Pengikatan Jual Beli (PPJB) Tanah," *Jurnal Hukum Kenotariatan Otentik's*, Vol. 16, No. 2, 2024: 199-222
- Undang-Undang Dasar Tahun 1945
- Undang-Undang Hukum Acara Perdata
- Undang-Undang Nomor 5 Tahun 1960 Tentang Peraturan Undang-Undang Pokok Agraria (UUPA)
- William and Muzwar Irawan, "Analisis Yuridis Terhadap Wanprestasinya Salah Satu Pihak Dalam Akta PPJB Terhadap Hak Atas Tanah (Studi Putusan Mahkamah Agung No.2161k/Pdt/2014)," *Jurnal Ilmiah Hukum*, Vol. 2, No. 2, 2023: 1-18
- Winahyu Erwiningsih, "Kekuatan Hukum Kuasa Menjual Dari Perjanjian Pengikatan Jual Beli Yang Pemberi Kuasanya Meninggal Dunia," *Jurnal Ilmiah Bidang Sosial, Ekonomi, Budaya, Teknologi, dan Pendidikan*, Vol. 2, No. 7, 2023, Hal. 2091-2106.