

LAND SALE AND PURCHASE AGREEMENT DEED BASED ON CERTIFICATE OF COMPENSATION IN KAMPAR DISTRICT

¹Tia Rahmatika Hakim, ² Prof. Dr. Kurnia Warman, ³ Dr. Syofirman Syofyan

¹Master Of Notary Student, ²Master Of Law Lecture, ³Master Of Law Lecture
Faculty Of Law, Andalas University, Padang, West Sumatera, Indonesia

Email – htiaarahmatika@gmail.com

Abstract: *The sale and purchase binding agreement is a preliminary agreement made before the main contract is created which serves to prepare or even strengthen the main or principal agreement. The sale and purchase binding agreement is the beginning of the main agreement or also called the deed of sale and purchase. Prior to the binding sale and purchase agreement, a notary can certainly provide legal counseling by explaining to the parties that the generated sale and purchase binding agreement should be based on a land certificate. Due to the ownership of a certificated land right which has been registered at the Land Office, it has legal certainty, legal protection and can prove the owner as the right holder to the land. However, in practice the sale and purchase binding agreement in Kampar District is made using a statement of compensation (SKGR) so that it is very easy for problems to occur that can cause losses. The authority of a notary in providing legal counseling is regulated in Article 15 Paragraph (2) Letter (e) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 regarding the Position of a Notary, which states that a notary is authorized to provide legal counseling in connection with the making of a deed.*

Key Words: *Sale and Purchase Agreement, Land Rights, Certificate of Compensation.*

1. INTRODUCTION:

There are no specific rules governing the sale and purchase of land using a certificate of compensation or using a land certificate, so it is possible for a notary to make a binding sale and purchase agreement based only on a certificate of compensation as in the case described above. A certificate of compensation is a certificate issued by a lurah or sub-district head for the transfer of arable land that has not been certified. Meanwhile, the definition of a certificate is stated in Article 32 of Government Regulation Number 24 of 1997 concerning Land Registration.

2. THEORITICAL FRAMEWORK:

a. Agreement Theory

According to Subekti, an agreement is also called an agreement because the two parties agree to do something, it can be said that the two words (agreement and agreement) have the same meaning.[1]

b. Legal Certainty Theory

The theory of legal certainty according to Bachsan Mustafa, is that positive administrative law must be able to guarantee legal certainty to the population.[2]

c. Theory of Responsibility

According to Hans Kelsen, a person is legally responsible for a certain action or that he bears legal responsibility, the subject means that he is responsible for a sanction in the event of a conflicting act.[3]

3. LITERATURE REVIEW:

The sale and purchase binding agreement (PPJB) is a preliminary agreement made by the prospective seller and the prospective buyer on the basis of an agreement before the sale and purchase is carried out.

Effendi Perjuangan stated that Land Law is the entirety of legal regulations, both written and unwritten, governing tenure rights over land which are legal institutions and concrete legal relations.[4]

A Certificate of Compensation (SKGR) according to its name is a certificate used to compensate for an object.

4. METHOD:

The method used in this research is an empirical juridical approach, which is an approach based on field research methods, namely examining the legal provisions that apply and what happens in people's lives.[5]

5. DISCUSSION:

Notaries as public officials must understand, be responsive, have sharp thinking and be able to provide proper analysis of every legal phenomenon and social phenomena that arise, so that in doing so it will foster an attitude of courage in taking appropriate action. The professional actions of a notary in carrying out his duties are manifested in serving the community in making deeds. In connection with the making of the binding sale and purchase agreement, of course, a notary must also be able to provide an understanding and explanation to the parties, that the binding sale and purchase agreement made should be based on a land certificate, because the ownership of a certificated land right has been registered at the Land Office, has legal certainty, legal protection for the holder of the land rights and can prove himself as the holder of the land rights. With regard to the authority of a notary in providing this understanding, it is regulated in Article 15 Paragraph (2) Letter (e) of Law Number 2 of 2014 Amendments to Law Number 30 of 2004 concerning the Position of Notary.

6. ANALYSIS:

A. The Process of Land Sale and Purchase Binding Agreements Made Based on a Certificate of Compensation in Kampar Regency

In the implementation of granting credit with the guarantee of a Certificate of Compensation (SKGR) PT. The sale and purchase binding agreement made by the parties results in the two parties being bound to each other, this is because there is an agreement to exchange obligations between the parties which later if the obligation is fulfilled will give birth to the desired rights by one of the parties[6]. The binding sale and purchase agreement made based on this statement of compensation is very easy for problems to occur in the future, therefore in the process of making the binding sale and purchase agreement the notary should be able to see the provisions contained in Article 15 Paragraph (2) Letter (e) of the Law Law Number 2 of 2014 Amendment to Law Number 30 of 2004 concerning the Position of Notary, namely explaining that a notary is given the authority to provide legal counseling in connection with the deed he made.

B. The Legality of the Certificate of Compensation which is used as the basis for making a binding sale and purchase agreement in Kampar Regency

The legality of the certificate of compensation when viewed from its position is a form of land ownership which is only in the form of a basis for rights and has not been registered with the land office. The statement of compensation is only the transfer of arable land so that it does not yet have the status as contained in the Basic Agrarian Law such as ownership rights, usufructuary rights, building use rights and usufructuary rights. A statement of compensation basically does not have strong legal force, but this certificate of compensation can be used as a basis for proof as a basis for rights that are considered valid because they were made in the presence of the parties, witnesses and known by local officials, namely the village head and sub-district head, who later used for the land registration process for the first time, this is also based on Article 97 of Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Flats Units and Land Registration.

C. Legal Consequences of Land Sale and Purchase Binding Agreement Made Based on a Certificate of Compensation in Kampar Regency

The sale and purchase binding agreement on land based on a letter of compensation in Kampar Regency which has reached an agreement between the seller and the buyer creates rights and obligations between the two

parties, but in the agreement the buyer does not make payments in full according to the contents of the agreement sale and purchase binding or also known as default, so that the default results in the legal consequences of the agreement being cancelled, and the default creates sanctions that should be received by the buyer as explained in the Civil Code.

7. CONCLUSION :

From the discussion as explained earlier, several conclusions can be drawn, including:

- 1) The land sale and purchase binding agreement made before notary x in Kampar Regency, namely only based on a statement of compensation, As for the process of making a binding sale and purchase agreement deed made by notary x, namely, the parties first provide identity to the notary and explain to the notary about the object which will be promised.
- 2) The legality of a certificate of compensation is that it is only a basis for rights and has not been registered with the land office and for someone who has a certificate of compensation, it is only considered as physical possession of a plot of land.
- 3) An agreement is a legal relationship between two or more parties that originates from an agreement and raises a legal consequence.

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