

## **Legal Certainty in Payment for Land Sale and Purchase Transactions: The Role of the Land Deed Official**

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### **Abstract**

This study is motivated by the absence of explicit regulations governing payment procedures in land sale and purchase transactions in Indonesia. The transfer of land rights resulting from a sale and purchase has been regulated under the Basic Agrarian Law and the Government Regulation on Land Registration. These provisions stipulate that the transfer of land rights must be carried out through a deed made by a Land Deed Official (PPAT). Accordingly, a land sale and purchase must be evidenced by a deed drawn up by the PPAT. However, the provisions regarding payment mechanisms are entirely left to the agreement of the parties based on the principle of freedom of contract as stipulated in the Civil Code, as well as the customary law principle of land transactions, namely "clear and cash" (terang dan tunai). This condition potentially creates legal uncertainty, particularly concerning the timing of payment to establish valid proof that triggers the transfer of land rights. The research problems addressed in this study are: (1) how is the legal regulation of payment in land sale and purchase transactions in Indonesia; and (2) what is the role of the PPAT in ensuring legal certainty related to such payments. This research employs a normative legal method using statutory and conceptual approaches, analyzed qualitatively. The results indicate that there is no explicit regulation regarding payment methods, thus in practice, payment arrangements largely depend on the agreement of the parties and the prudential principle exercised by the PPAT. In practice, the PPAT plays a role in ensuring the fulfillment of the "clear and cash" principle and in clearly stating payment details within the deed. In conclusion, there is a need for guidelines or strengthened regulations to ensure legal certainty and protection in the payment aspect of land sale and purchase transactions.

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### **1. INTRODUCTION**

A land sale and purchase is a legal transaction between a seller and a buyer that leads to the transfer of ownership rights to the land. Under Article 1457 of the Indonesian Civil Code, a sale and purchase agreement consists of three main elements: the mutual consent of the parties, the delivery of the object, and the payment of the agreed price. The validity of such an agreement must also comply with the legal requirements set forth in Article 1320 of the Civil Code. In the context of land transactions, delivery refers to the juridical transfer of land rights, which is evidenced by a certificate of land ownership. Payment, on the other hand, reflects the agreed purchase price determined by the parties. Legally, any transaction involving land must be formalized through a deed of transfer of

rights drawn up by a Land Deed Official (PPAT), which must subsequently be registered with the land office to ensure legal recognition.

In practice, however, disputes frequently arise, particularly concerning the method and timing of payment. Questions often emerge regarding whether payment must be made in full or may be conducted in installments, as well as when such payment should occur. For instance, a dispute in Tegay Gede Village involved incomplete payment by one party, which required mediation at the village office. Another case, reflected in Court Decision Number 7/Pdt.G/2025/PN Bms, demonstrates a more complex issue: although the buyer had fulfilled payment obligations in three installments and possessed receipts as evidence, the seller failed to transfer the land rights (Jember, 2023). This situation arose due to the use of the term “temporary sale,” which in substance resembled a loan agreement secured by a land certificate rather than a genuine transfer of ownership. (Anandy Satrio, 2025) These examples highlight the importance of clearly defining both the payment mechanism and the underlying intent of the transaction. Within the framework of Indonesian land law, a sale and purchase is intended to effectuate the transfer of rights therefore, payment particularly when made in full should correspond with the completion of such transfer. (Insani, 2020) Nevertheless, practical challenges persist, especially regarding whether payment has been fully settled and how such settlement is verified. This also raises questions concerning the role of the Land Deed Official (PPAT), who is authorized to prepare deeds relating to the transfer of land rights. (Ramadhani, 2022)

Payment in land transactions must be supported by valid and reliable evidence. Traditionally, such evidence includes receipts and the Sale and Purchase Deed (Akta Jual Beli/AJB) prepared by the PPAT. (Bagus & Prawira, 2016) However, with the advancement of financial technology, many transactions are now conducted through internet banking (Hawiwie et al., 2021), which introduces new legal considerations regarding proof of payment. In this regard, the PPAT plays a critical role in ensuring that such electronic evidence can still provide legal certainty. Additional issues arise concerning the timing of payment, particularly whether it should occur before or after the execution of the AJB. In some cases, the AJB is signed even though payment has not been fully completed. Moreover, payments are sometimes made in cash without sufficient written documentation, thereby increasing the risk of legal disputes. Since payment of the price constitutes a fundamental element of a sale and purchase agreement, uncertainty regarding its execution may lead to ambiguity in the transfer of land rights and potential disputes in the future.

The governing principle of land sale and purchase requires that transactions be conducted openly before an authorized official and accompanied by the actual fulfillment of the parties' obligations, including payment. This principle underscores that payment is an inseparable component of legal certainty, not only for the contracting parties but also for third parties with a legitimate interest. Furthermore, PP Pendaftaran Tanah stipulates that the transfer of land rights through sale and purchase can only be registered if evidenced by a deed drawn up by a PPAT. The legal status of the PPAT as a public official is further regulated under Government Regulation Number 37 of 1998, which grants authority to prepare authentic deeds related to legal acts in the field of land law.

In carrying out their duties, PPATs are not merely responsible for recording the agreement of the parties in the form of a deed; they also bear responsibility for ensuring that all legal requirements have been fulfilled in accordance with applicable laws and regulations, including those relating to payment procedures. Accordingly, the role of the PPAT in determining and overseeing payment methods in land transactions is crucial in safeguarding legal certainty and protecting the interests of the parties involved. Although statutory provisions do not explicitly regulate payment mechanisms in detail, the PPAT

holds a strategic position in ensuring that the agreed payment arrangements are clear, transparent, and capable of preventing future disputes. In practice, the PPAT may provide guidance to the parties regarding various payment methods, including lump-sum payments, installment schemes, and payments conducted through banking facilities.

Based on the foregoing discussion, it is essential to undertake a normative legal analysis concerning the legal certainty of payment methods in land sale and purchase transactions, with particular emphasis on the role of the PPAT. This study therefore formulates two main research questions: first, how payment methods in land sale and purchase are regulated under Indonesian law; and second, how the PPAT contributes to ensuring legal certainty in such transactions. Previous studies have addressed related issues from different perspectives. For example, research by Made Restu Hawiwie et al. examines the legal framework for payment evidence in land transactions conducted through internet banking. Meanwhile, Irza Legista focuses on the evidentiary value of receipts in privately executed land sale agreements. The novelty of the present study lies in its specific focus on the role of the PPAT in determining and ensuring the legality of payment methods in land sale and purchase transactions.

## 2. METHOD

This study employs a normative legal research method using both statutory and conceptual approaches. The statutory approach entails a comprehensive review of laws and regulations governing land sale and purchase transactions, as well as the authority of the Land Deed Official (PPAT). Meanwhile, the conceptual approach is used to examine fundamental legal concepts such as legal certainty, legal acts, land transactions, and the role of the PPAT, as reflected in legal doctrines and academic literature..

These approaches are intended to provide a deeper theoretical foundation while enabling the development of coherent and systematic legal arguments. The analysis of legal materials is conducted using a qualitative method, whereas the literature review is utilized to gather and assess relevant legal sources related to the research issues. This primarily concerns legal certainty in payment mechanisms within land sale and purchase transactions and the role of the Land Deed Official (PPAT) in ensuring such certainty.

## 3. RESULTS AND DISCUSSION

### **Legal Regulation of Payment Methods in Land Sale and Purchase**

The legal framework governing payment in land sale and purchase transactions in Indonesia does not explicitly regulate the methods or mechanisms of payment. Existing regulations primarily focus on the validity of agreements, the process of transferring land rights, and the authority of officials responsible for executing legal deeds, without prescribing detailed rules on how payment must be carried out. As a result, the determination of payment arrangements is largely left to the autonomy of the contracting parties.

Under Indonesian civil law, a sale and purchase agreement establishes reciprocal obligations between the parties, whereby one party transfers an asset and the other provides the agreed consideration. This legal construction reflects three fundamental components: mutual consent, transfer of the object, and fulfillment of the agreed price. In land transactions, the transfer of rights is formally effected through the execution of a Sale and Purchase Deed (Akta Jual Beli/AJB) before a Land Deed Official (PPAT), followed by registration with the land office to obtain formal legal recognition. Payment, in this context, constitutes an essential element that determines the completion of the transaction. (Devy Kumalasari, n.d.)

In addition to statutory provisions, land transactions in Indonesia are also influenced by customary law principles, particularly the doctrine of *terang dan tunai*. (Alrizky & Lesmana, 2023) The principle of *terang* requires that the transaction be conducted openly before a competent authority, which, under current regulations, refers to the PPAT as stipulated in Government Regulation Number 37 of 1998. Meanwhile, the principle of *tunai* signifies that the transfer of rights must be accompanied by actual payment, reflecting the simultaneous exchange of rights and consideration. Payment may be made either in full or in part; where only partial payment is made, the remaining amount is treated as an outstanding obligation. Jurisprudence from the Supreme Court has recognized that the validity of a transaction may still be acknowledged upon agreement and formalization, even if the payment has not been fully completed.

From the perspective of agrarian law, land sale and purchase represent one of the recognized forms of transfer of land rights. The regulatory framework further requires that such transfers be evidenced by an authentic deed drawn up by a PPAT, as stipulated in Government Regulation Number 24 of 1997 on Land Registration. The Sale and Purchase Deed (AJB) therefore functions not merely as documentary evidence but also as a constitutive legal instrument necessary for the registration of the transfer of rights. Following its execution, the deed must be submitted for registration to ensure legal certainty and official recognition of the change in ownership status.

The registration process itself plays a critical role in maintaining legal order, as it records juridical changes in land ownership within the land registry and certificate system. (Ratih Mega Puspa Sari, 2018) Through registration, the new rights holder obtains legal protection, while the public gains access to reliable information regarding the legal status of land, thereby minimizing the risk of future disputes. Within this framework, the role of the PPAT becomes particularly significant in ensuring compliance with both formal and substantive legal requirements. The PPAT is responsible for verifying that all conditions have been satisfied, including the legality of the object, as well as the agreement on price and payment arrangements. Although existing regulations do not explicitly prescribe payment methods, the principle of prudence requires the PPAT to ensure that payment has either been completed or clearly agreed upon prior to the execution of the deed, thereby reducing the likelihood of disputes.

### **The Role of the Land Deed Official (PPAT) in Ensuring Legal Certainty of Payment**

The PPAT occupies a central position within the land administration system, particularly in relation to the preparation of authentic deeds that serve as legal evidence of transactions involving land rights. These deeds form the basis for updating legal data within the land registration system following the occurrence of such legal acts. performing their duties, PPATs are entrusted with the responsibility of ensuring that every legal act embodied in the deed complies with applicable laws and regulations. This responsibility extends beyond the formal drafting of documents, encompassing the obligation to safeguard legal certainty and protect the interests of the parties involved. Accordingly, prior to preparing the deed, the PPAT must verify the completeness of documentation, confirm the legal status of the land, and validate the identities of the parties. In addition, the PPAT is required to read and explain the contents of the deed in the presence of witnesses before it is signed, ensuring that the parties fully understand its legal implications. After execution, the deed and supporting documents must be submitted to the land office as part of the registration process. (Saputro et al., 2024)

Thus, the function of the PPAT extends beyond a merely administrative role, positioning the official as a key actor in maintaining orderly land administration and ensuring the legal validity of land transactions. In this sense, the PPAT operates as a

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gatekeeper of legal compliance within the land law system. In practice, the PPAT also plays an important role in facilitating agreement between the seller and the buyer, particularly in determining the method and structure of payment. Payment arrangements may vary, ranging from full payment to installment schemes, and may be conducted either through direct cash transactions or banking facilities. However, the diversity of payment methods may give rise to legal disputes, particularly when such arrangements are not clearly documented or do not reflect the actual implementation of the agreement. (Muchsin et al., 2020)

In dealing with clients, the PPAT is required to provide clear, objective, and comprehensive explanations regarding the deed being executed. As a public official, the PPAT must act with integrity, independence, and impartiality, in accordance with professional ethical standards. The responsibility of the PPAT includes ensuring that the deed accurately reflects the factual circumstances and the intentions of the parties. This process involves obtaining statements from the parties, providing legal guidance on permissible actions, verifying all necessary documentation, and ultimately formalizing the agreement in the form of an authentic deed. The professional conduct of PPATs is governed by a code of ethics that establishes standards of behavior, integrity, and accountability. This ethical framework serves as a guideline to ensure that PPATs perform their duties in a manner that upholds public trust and prevents actions that may harm the parties or undermine the credibility of the profession. In their relationship with clients, PPATs are expected to maintain impartiality, provide professional services, and ensure that all legal consequences of the transaction are clearly understood.

As part of their authority, PPATs are also required to conduct due diligence, including verification of land certificates and other juridical data at the relevant land office prior to drafting the deed. Furthermore, they must explain the purpose and legal implications of the transaction to the parties involved. This authority includes the preparation of deeds relating to the transfer of land rights, including sale and purchase transactions.

The Sale and Purchase Deed (AJB) constitutes an authentic legal instrument that provides conclusive evidence of the transfer of land rights between the seller and the buyer. To ensure its legal validity, the deed must contain essential elements, including the complete identity of the parties, such as names, dates of birth, occupations, addresses, and legal status. This ensures that the parties possess the legal capacity to enter into the transaction. (Haryanti et al., 2023)

In addition, the deed must clearly describe the object of the transaction, including the legal status of the land, certificate number, size, location, and boundaries. It must also include the agreed purchase price and a statement confirming that payment has been received by the seller. In certain cases, the payment mechanism may also be specified within the deed or supporting documents to enhance clarity. Furthermore, the deed must contain a declaration of the transfer of rights, which serves as the legal basis for registration. Finally, the deed must be signed by the parties, witnesses, and the PPAT after being duly read and explained. The AJB plays a crucial role as both evidence of payment and the legal foundation for the transfer of land rights. In principle, payment should be completed prior to the signing of the deed in accordance with the doctrine of *terang dan tunai*. However, if payment is made after the execution of the deed, it should be completed immediately in the presence of the PPAT to maintain legal certainty. In situations where payment has not been fully completed, the PPAT cannot proceed with the execution of the AJB, as this would contradict the principle of *terang dan tunai*. Instead, the parties may enter into a preliminary agreement known as a Sale and Purchase Binding Agreement (*Perjanjian Pengikatan Jual Beli/PPJB*), typically executed before a notary. The PPJB serves as a preparatory agreement that does not result in the transfer of rights but is used when certain conditions—such as

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full payment—have not yet been fulfilled. Once the agreed conditions have been satisfied, the PPAT may proceed with the execution of the AJB.

#### 4. CONCLUSION

The regulation of payment in land sale and purchase transactions under Indonesian land law is not specifically or comprehensively prescribed. The Basic Agrarian Law (UUPA) and Government Regulation No. 24 of 1997 primarily emphasize the concept of transfer of land rights and the land registration system, without providing detailed provisions regarding payment mechanisms. In practice, land transactions are guided by the customary principle of *terang dan tunai*, which requires that the transaction be conducted openly before an authorized official and accompanied by actual performance, particularly the exchange of payment.

Accordingly, the determination of payment methods is fundamentally based on the mutual agreement of the parties involved. In this context, the Land Deed Official (PPAT), as the authorized public official responsible for drafting deeds of transfer of rights, plays a crucial role in ensuring that the agreed payment arrangements comply with the *terang dan tunai* principle. Given the absence of explicit regulatory guidelines on payment methods, there is a need for clearer normative standards or regulatory reinforcement to ensure legal certainty and adequate legal protection, particularly in relation to the payment aspect of land sale and purchase transactions.

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