

Principles of Caution by Land Deed Officials (PPAT) In Transfer of Land Rights

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Abstract

The deed of land right transfer is a valid evidence instrument created by the Land Deed Official (PPAT) as an authorized official, which provides legal certainty and protection to the parties regarding the transfer of land ownership. However, a land transfer deed for uncertified land is prone to disputes if the PPAT does not apply the principle of prudence. Therefore, this research aims to analyze the application of the PPAT's principle of prudence in the sale and purchase of land rights, focusing on the case study of Decision Number: 712/Pdt.G/2022/PN.Tng, and to analyze the legal protection for the buyer of land rights without title documentation. The method used in this research is normative juridical, utilizing primary, secondary, and tertiary data sources obtained from literature study. The collected data will then be analyzed and systematized qualitatively. The results of this study indicate that, firstly, the PPAT has not applied the principle of prudence as they were deemed insufficiently thorough in ensuring the validity of the data during the creation of the deed. The second finding shows that a buyer of land rights whose ownership is not proven in court is considered illegitimate, thus the buyer does not obtain legal protection. However, the buyer can pursue legal remedies such as appeal, cassation, and judicial review.

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1. INTRODUCTION

The land sale and purchase process carried out by a Land Deed Official (PPAT) plays a crucial role in land law practice, making the application of the principle of prudence in sales and purchase transactions crucial to protecting all parties involved. The principle of prudence requires PPATs to conduct thorough verification and research before issuing a sale and purchase deed. Prudential theory emphasizes the need for decision-making based on complete and accurate information.

The importance of applying the precautionary principle is reinforced by laws and regulations governing the duties and responsibilities of Land Deed Officials (PPAT), which emphasize that PPATs are required to conduct thorough checks before signing deeds. However, in practice, PPATs face numerous obstacles in consistently applying this principle. The reality is that there are still PPATs involved in land disputes related to the deeds they have drawn up, which do not guarantee legal certainty.

This case began with the Plaintiff who purchased a plot of land located in Tanjung Burung Village, Teluknaga District, Tangerang Regency, with customary ownership rights, in the name of Co-Defendant 1 with Kohir C Number 1021, Plot Number 23. S.I., Block 003 with an area of 18,000 M² and a selling price of 1.8 billion rupiah. This is evidenced

by the deed of sale and purchase number 3234/2013 dated December 31, 2013, before Co-Defendant 2 as Notary/PPAT. Documents related to the sale and purchase transaction have been validated by Co-Defendant 3 as the Head of Tanjung Burung Village, and it is known that there has never been a request for measurement or issuance of a certificate by Co-Defendant 4 as the Head of the local BPN Office for the plot of land that is the object of the dispute. However, when the Plaintiff wanted to change the status of customary land rights to individual land rights, it was discovered that the plot of land had several certificates of ownership rights since 2010 and had been sold by Defendant 1 and Defendant 2 as the owners of the rights in 2012 to a third party, namely Defendant 3 and Defendant 4, as evidenced by several deeds of sale and purchase made by Defendant 5 as Notary/PPAT. This certainly gave rise to a dispute between the parties. Defendant 1 and Defendant 2 claimed that the origin of the ownership of the customary land rights was based on the purchase based on the deed of sale and purchase number 1251/2008 before the sub-district head as PPAT, which apparently could not be proven. Regarding the existence of other certificates of ownership rights, the Defendants and Co-Defendants could not show the documents that underlie the issuance of the Certificate of Ownership Rights, which contradicted their arguments made in accordance with the provisions of the application. Therefore, the PPAT deed made based on the certificate of ownership rights was canceled by the judge's decision.

Legal certainty in land sale and purchase transactions depends heavily on the deed issued by the Land Deed Official (PPAT). An authentic deed serves as strong evidence before the law, and if it is not produced through a proper, prudent process, it can become a source of problems. The application of the principle of prudence is also closely related to the protection of individual rights, where in some cases, one party, perhaps less experienced in land transactions, can become a victim of fraud or injustice. Therefore, the PPAT is expected to function as a shield, ensuring that all transactions are conducted in accordance with applicable law and take into account the interests of all parties. The application of the principle of prudence is not only the responsibility of the PPAT but also reflects a shared commitment to creating a better and fairer legal system. Therefore, an in-depth analysis of the application of this principle is crucial to ensure that land sale and purchase transactions can proceed safely and transparently.

The Sale and Purchase Act referred to in the duties and authorities of the Land Deed Official (PPAT) itself is within the scope of land rights. Land rights are the rights granted to legal subjects to control, use, and manage land. Understanding these rights is crucial to provide legal certainty to land owners, allowing them to manage and use the land without the risk of dispute. Therefore, creating a deed is crucial, especially for buyers of land rights that do not yet have a certificate, to ensure legal certainty, as it serves as strong evidence of the transfer of rights, such as a sale and purchase.

Buyers of uncertified land rights gain legal certainty by creating a deed of sale and purchase. This deed serves as an official document proving a valid agreement or transaction between the seller and buyer. This ensures legal certainty regarding ownership status, protecting the landowner from third-party claims that could lead to disputes. However, in its implementation, there can be dualism in the sale and purchase deeds for the same land. This can be seen in the case study of Decision Number: 712/Pdt.G/2022/PN.Tng, even though the sale and purchase deed is an essential legal instrument in the land transaction system, it serves as valid evidence of the transfer of land rights from the seller to the buyer. This deed is key to ensuring that the transaction meets applicable legal requirements and provides legal certainty and protection for the parties involved.

Based on the above case, the sale and purchase deed number 1251/2008 between Defendant 1 and Defendant 2 with the previous owner of the rights could not be proven,

and for other land title certificates that were said to have been issued, the deed that formed the basis for the issuance of the land title certificate could not be shown. Therefore, it also had an impact on the PPAT deed, which was then canceled by the judge's decision. This explains that Buyers who have made transactions on disputed land must face claims from other parties who claim to have rights to the same land. This incident reflects how the legal system functions where there is a lack of supervision, a lack of law enforcement, and transparency. This creates a gap for the emergence of land mafia, namely collusion between officials who have authority and other people with malicious intent to endanger the state and society with the aim of occupying or controlling land illegally (Noviani, 2023). Common methods used are falsifying land certificates, engineering in court to obtain land rights, and making malicious agreements made in deeds or real statements involving public officials (Noviani, 2023). Therefore, based on the problems described, legal protection is important for buyers and is becoming increasingly relevant to protect legal certainty as the injured party.

2. RESEARCH METHODS

The research method used in this study is normative juridical. Normative juridical research is legal literature research conducted by examining library materials or secondary data (Soemito, 1985). This research is normative legal research where one approach that can be used is the statutory approach. The data sources used are secondary data consisting of primary, secondary, and tertiary legal materials. The data collection method uses library data, which is carried out by collecting data from the results of searches on library materials such as literature, research results, scientific magazines, and so on. The research data is presented in the form of narrative descriptive text with a qualitative normative data analysis method carried out by elaborating and discussing the legal materials used in this study.

3. DISCUSSION

1. Application of the principle of prudence of PPAT to the sale and purchase of land rights in the case study of Decision Number: 712/Pdt.G/2022/PN.Tng

The transfer of land rights is a legal event that causes land ownership to move from one party to another, which can be done through sale, gift, inheritance, waqf, exchange, and so on. The transfer of land rights must be carried out in accordance with applicable legal provisions and registered at the local land office. The legal basis for the transfer of land rights is Law Number 5 of 1960 concerning Basic Agrarian Regulations (Agrarian Law). Every transfer of rights must be evidenced by a deed drawn up by an authorized official.

Based on Article 1, number 1 of Law Number 37 of 1998 concerning Land Deed Making Officials, Land Deed Making Officials, hereinafter referred to as PPAT, are public officials who are authorized to make authentic deeds regarding certain legal acts regarding land rights or Ownership Rights for Apartment Units. PPAT has the authority to carry out some land registration activities by making deeds as evidence that certain legal acts have been carried out regarding land rights or Ownership Rights for Apartment Units, which will be used as a basis for registering changes to land registration data resulting from the legal act.

A deed made by a PPAT is an authentic deed that has perfect evidentiary power. Based on Article 1868 of the Civil Code explains that an authentic deed is a deed made in a form determined by law, by or before a public official authorized for that purpose at the place where the deed was made. Habib Adji explained, the meaning of the word authentic has perfect evidentiary power and can also be determined that anyone is bound by the deed, as long as it cannot be proven otherwise based on a court decision

that has permanent legal force. Therefore, in civil procedural law, an authentic deed becomes perfect evidence if it meets the applicable provisions as a valid and recognized authentic deed. Authentic deeds for certain legal acts are based on the regulation of the Head of the National Land Agency Number 1 of 2006 (Perkaban), which consists of:

- a. Sale and Purchase Act
- b. The Act of Conversion
- c. Grant Act
- d. Deed of Entry into the Company (inbreng);
- e. Deed of Distribution of Joint Rights (APHB)
- f. Deed of Granting of Building Use Rights/Use Rights for Freehold Land;
- g. Deed of Grant of Mortgage Rights (APHT)
- h. The Power to Encumber Dependent Rights Act. (SKMHT)

In carrying out its duties and authorities, the PPAT needs to apply the principle of prudence to support the implementation of legal certainty. The principle of prudence (prudential principle) is a principle that requires the PPAT to always be alert and careful in carrying out its duties and authorities, in the sense that it must always be consistent and obedient in carrying out its duties according to laws and regulations based on professionalism and good faith. In general, the principle of prudence can be interpreted as a basis for truth that becomes the basis for thinking and acting with a full attitude of caution (Usman, 2003).

The principle of caution in the provisions of Article 22 of the PPAT Job Regulations can be interpreted as not making a deed if the PPAT, husband/wife, blood relatives or in-laws, are parties to the legal act in question and the PPAT must read the contents of the deed to the parties in the presence of at least 2 witnesses and signed by the parties, witnesses, and the PPAT, so that the parties hereby know and understand the contents of the deed. This PPAT principle of caution aims to prevent criminalization and avoid double certificates.

In addition, the principle of caution that needs to be applied by the PPAT is related to the registration of land rights. Based on the concept of land registration, there is no obligation for the rights holder to register their land, including in the event of a transfer of rights, unless the person concerned wishes for the transfer of rights to be known to a third party. Before carrying out the registration of land rights, the PPAT must ensure the validity of the original certificate shown by the parties as a form of formal verification of truth. This is stated in Article 54 paragraph (1) of the District Regulation, which explains that before making a deed regarding legal acts as referred to in Article 2 letters a to g, the PPAT is obliged to carry out an inspection of the suitability/validity of the certificate and other records at the local Land Office by explaining the intent and purpose.

Furthermore, in the provisions of Article 97 paragraph (1) of the Regulation of the Minister of State for Agrarian Affairs/Head of the National Land Agency Number 3 of 1997 concerning Provisions for the Implementation of Government Regulation Number 24 of 1997 concerning Land Registration, it is stated that (Fajri, 2020):

"Before carrying out the making of a deed regarding the transfer or encumbrance of land rights or Ownership Rights for Apartment Units, the PPAT must first carry out an inspection at the Land Office regarding the conformity of the certificate of land rights or Ownership Rights for Apartment Units in question with the lists at the local Land Office by showing the original certificate."

The application of the Notary/PPAT's precautionary principle in recognizing the parties begins with requesting the original document, then adjusting it to the legal action to be carried out, the legal consequences and solutions, then checking and

matching the documents shown by the parties, and making the deed in accordance with applicable procedures (Rahman, 2018). This anticipates false information that may be provided by the parties. Based on Article 53 of the Perkaban, the PPAT deed is made according to the filling instructions and is carried out according to the correct events, status, and data, and is supported by documents in accordance with statutory regulations.

In the case of the position against the PPAT who made the sale and purchase deed from Defendant 1 and Defendant 2 to Defendant 3 and Defendant 4 admitted to having conducted an examination and check first on the certificates at Co-Defendant 4 as the Tangerang Regency Land Office, which issued the certificate and has stated that the certificate is free from encumbrances, disputes, guarantees, and is owned and in the name of the Defendant or any records and is in a state ready to be sold, but in reality Co-Defendant 4 cannot prove the basis for issuing the certificate which does not prove his statement. Based on the judge's consideration, Defendant 1 and Defendant 2 were never recorded and registered as owners of the disputed object; thus, the issuance of the ownership certificate in the name of Defendant 1 and Defendant 2 was based on bad faith and therefore considered to have no legal force. Therefore, the PPAT is not applying the principle of prudence because the land is first issued with a certificate of ownership. Therefore, the PPAT needs to know the basis for issuing the certificate of ownership to determine the validity of the certificate or document presented to them. However, based on statutory provisions, the Notary/PPAT, in making a deed, is only based on formal truth.

The PPAT is only authorized to verify the formal data presented by the parties at the time of making the deed, and if the request to make the deed is not based on formal data, then the PPAT is authorized to reject the request to make the deed based on Article 54 paragraph (3) of the District Law. The verification of the validity of the formal data is not only to provide legal protection to the parties who will carry out legal actions, but also to provide legal protection to the PPAT itself. After the PPAT checks the accuracy of the formal data, and at a later date, problems arise regarding the accuracy of the data, then the PPAT cannot be held responsible for it.

2. Legal protection against buyers of land rights without documents in the sale and purchase of land rights

Article 20, paragraph (2) of the Basic Agrarian Law stipulates that ownership rights can be transferred and assigned. The strongest proof of land rights is a certificate, which can be used to see the history of a particular plot of land. Certificate evidence can be obtained through land registration to ensure legal certainty of land ownership, but certain plots of land may not yet be certified. The transfer of rights to uncertified land due to buying and selling poses a risk to the buyer in the form of a lack of guarantee of legal certainty and legal protection for land rights because their control is physical/defacto, not yet juridical as stated in the provisions of Article 19 of the UUPA and in accordance with Government Regulation Number 24 of 1997 concerning Land Registration. (Putra, Sukadana & Suryani, 2019).

Legal protection for land rights is protection granted to legal subjects related to land rights. There are three conditions for legal protection for land rights holders to be realized, namely (Mujiburohman, 2018):

- a. The land certificate issuance is 5 years or more old
- b. The process of issuing the certificate is based on good faith.
- c. The land is physically controlled by the rights holder or its authority

This is the basis for checking land certificates at the Land Office to be important and is the first step that must be taken before carrying out a land sale and purchase for legal certainty in the application of the precautionary principle, especially to prevent double certificates, but for land that has not been certified, of course, legal protection is also needed to guarantee the certainty of the true owner of the rights if in checking the certificate it turns out that the land that should be controlled has been issued a certificate with ownership by another party, such as in the case of position.

Uncertified land is usually evidenced by a Letter C, which is proof in the form of a copy of records from the Village or Sub-district Office. Letter C data only serves as a basis for tax collection and information regarding the land contained in the document, so it is not actually proof of land ownership and does not guarantee legal certainty and legal protection. (Wanda & Sesung, 2017). According to Efendi, a plot of land that has not been certified may only be a tax letter, namely in the form of a girik, petuk D, Letter C, or without Ipeda payment. The land tax letter in question serves as notification that the person whose name is listed on the tax letter is a taxpayer. (Perangin, 1991)

Therefore, legal protection for uncertified land needs to be emphasized. This legal protection is either preventive or repressive. The form of preventive legal protection is by registering the land by the rights holder at the Land Office. Based on Article 32 paragraph (2) of Government Regulation Number 24 of 1997 concerning Land Registration, it provides protection where a person whose name is listed on the certificate cannot be sued by another party after 5 years and his status as the owner of the land rights will continue to be protected as long as the land was obtained in good faith and is actually controlled by the rights holder concerned (Sutedi, 2014). Meanwhile, the form of repressive legal protection is more about dispute resolution efforts, where the role of the judge is important in examining and ensuring the truth provided by the parties concerned. Rights holders are entitled to legal protection if they obtained their land in good faith and have controlled, utilized, and cultivated the land. Legal protection with good intentions is regulated in Article 32 and Article 27 of PP 24/1997 concerning Land Registration, namely by filing complaints, objections, and lawsuits through the courts to seek the truth regarding legal ownership of land rights, and based on the position of the case, it is included in repressive protection.

In the case of position, the Plaintiff has *de facto* control after conducting a sale and purchase transaction with Iwan Setiawan as Co-Defendant 1, who is the seller or holder of the rights to the object of the previous dispute based on the sale and purchase deed number 3234/2013 dated December 31, 2013, and during that period, there was no disturbance whatsoever. However, on the other hand, in 2012, Andre Lucas Simon and Daniel Lucas Simon stated that they had purchased the disputed object from Swan Moy and Tje Tjeng Liong, who claimed to be the holders of the rights to the disputed object that had been certified. Swan Moy and Tje Tjeng Liong stated that they obtained the disputed object from a sale and purchase transaction, that at that time the disputed object had not been certified by someone named Syaroh, but the sale and purchase deed could not be proven. In addition, although there was a certificate of ownership, the supporting document for the certificate could not be shown. There was no strong evidence, resulting in Swan Moy and Tje Tjeng Liong not having legal standing over the ownership of the disputed plot of land. The evidence supporting the legal event proved unable to substantiate the arguments put forward. This also resulted in Andre Lucas Simon and Daniel Lucas Simon, who could be considered third parties, being harmed by the resulting dispute.

In the court decision, it was stated that the Plaintiff was the owner of a plot of land, plot 23.S.I Block 003 Kohir C. number 1021 located in Tanjung Burung Village, Teluk

Naga District, Tangerang Regency from Co-Defendant I named Iwan Setiawan, which was proven based on the Deed of Sale and Purchase No. 3234 dated December 31, 2013, which was strengthened by the legalization of the extract from Book C of Tanjung Burung Village which stated that the land had been registered in the name of Co-Defendant 1 with number C Village 1021 plot 23 and had been controlled by him based on the Land History Certificate No. 593/281/Ds.Tjb/XII/2013. This strengthened the evidence of ownership of the Plaintiff. Meanwhile, the 7 land certificates in the name of Swan Moy and Tje Tjeng Liang, for land certificates number 450, 452, 453, 454, and 455, could not be shown by Co-Defendant 4 as the Land Office, while for land certificate number 451, the original could not be shown. It is considered to have no evidentiary value, and it also turns out that for land certificate 460, there is no deed of sale and purchase document showing Tje Tjeng Liang's ownership of the land certificate.

Based on the explanation above, it is stated that, on the contrary, the Plaintiff, with the evidence presented, can strengthen the proof of the truth and validity of the legal actions he carried out. Therefore, the Plaintiff received legal protection for the legal events he carried out. Meanwhile, for the Defendants who are deemed to have no legal standing regarding the object of the dispute, the legal actions carried out are void and have no legal force, namely for:

- a. Deed of sale and purchase number 1252/2008, which shows the ownership of Swan Moy and Tje Tjeng Liang over customary land, which initially had no certificate.
- b. Several certificates were issued by Defendant 4 as the Land Office for several areas which are the object of the dispute, namely land ownership certificates number 450, 451, 452, 453, 454, 455, and 460, which are located in Ranjung Burung Village.
- c. Deed of sale and purchase number 196, 197, 199, 193, 198, 194, 195, dated 27 December 2012, made before Defendant V.

This resulted in Andre Lucas Simon and Daniel Lucas Simon also not having power over the object of the dispute because the basis for the creation of the sale and purchase deed number 3234/2013 made before Defendant V. did not have legal force, so that the sale and purchase deed was also null and void, which stated that there was no legal protection for Andre Lucas Simon and Daniel Lucas Simon in this case.

3. CONCLUSION

Land Deed Making Officials (PPAT) in cases where the PPAT has not implemented the principle of caution because it is considered less careful in ensuring the validity of the data when making the deed. The basis of supporting documents (warkah) that should be attached to the original certificate to make the deed of transfer of rights cannot be proven, so that the PPAT in this case is considered less careful, where the PPAT, as an authorized official, must ensure the validity of the documents submitted by the parties including supporting documents in making the deed.

The existing evidence cannot support the arguments put forward by Defendant 1 and Defendant 2, while the Plaintiff, with the evidence presented, can strengthen the proof of the truth and validity of the legal actions he has carried out. Therefore, Defendant 1 and Defendant 2, who claim to have controlled the disputed object before the Plaintiff, do not have legal standing over the ownership of the disputed land nor are not the legal rights holders. This results in Defendant 3 and Defendant 4 as subsequent buyers being disadvantaged because they purchased the disputed object, so they do not receive legal protection and the sale and purchase of the disputed object carried out by the Defendants is null and void, however, Defendant 3 and Defendant 4 as the last buyers can file legal remedies in the form of appeals, cassation and judicial review if they feel they have strong

evidence of the disputed object and want to fight for their ownership as someone who acted in good faith when purchasing the disputed land object.

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