

# Juridical analysis of a sale and purchase binding agreement on land

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## Abstract

**Purpose:** The purpose of this research is to find out the legal arrangement of the agreement of binding sale and purchase of land, to find out the legal consequences of the implementation of the issuance of the agreement of binding sale and purchase of land by Notary in Batam City.

**Research Methodology:** The research method of this thesis is normative juridical (legal research) through literature study with empirical juridical (sociological juridical) approach through field study which aims to obtain legal knowledge empirically.

**Results:** The results show that the legal regulation of the Sale and Purchase Agreement on land in Indonesia underlines the importance of the role and function of notaries, as well as the position of Sale and Purchase Binding Agreement as an important legal instrument in land sale and purchase transactions.

**Implementation:** The Sale and Purchase Binding Agreement has the legal power to bind both parties and serves as the basis for the implementation of the transaction, proof of the transaction, a means of dispute resolution, and a legal protection tool for both parties. The legal consequences of the issuance of a Sale and Purchase Agreement on land by a Notary in Batam City are very important in determining the sustainability of property transactions in the area. With a thorough verification and validation process, as well as checking documents and providing objective and accurate legal advice by a notary, the sustainability and validity of the transaction can be better guaranteed, and the rights and obligations of each party can be better protected.

**Keywords:** *Juridical Analysis, Sale and Purchase Binding Agreement, Land*

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## 1. Introduction

Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia of the Fourth Amendment which states "The State of Indonesia is a State of Law" (Wijaya, 2015) which integrates five principles of the state, namely Godhead (theism), humanity (humanism), nationalism (nationalism), populism (democracy), and social justice (socialism) into a concept of Pancasila (Azhari, 2012).

Article 5 of the Basic Agrarian Law states that "the agrarian law that applies to the earth, water and space is customary law, as long as it does not conflict with the national and State interests based on national unity, with the regulations contained in this Law and with other laws and regulations, all with due regard to the elements that rely on religious law". Along with the increasing population in Indonesia and the needs of the community which is very much and the increasing demand for land, then the way to overcome it is by doing buying and selling activities. In the community, buying and selling is not a

new thing but their habit of handing over or transferring the rights of an item to another person by determining a mutually agreed price (Meliala, 2015)

Book III of the Civil Code regulates buying and selling in Articles 1457 to 1540 which have special arrangements. The sale and purchase agreement creates an obligation between the seller and the buyer. In Article 1457 of the Civil Code which explains that "Sale and purchase is an agreement between one party who binds himself to deliver an object and the other party pays an agreed or promised price" (Mertokusumo, 2019).

Based on the contents of the article, it explains that buying and selling is an agreement that is born due to an agreement between the seller and the buyer to provide an object, which is realized in the delivery of the object to be traded from the seller and the buyer makes payment for the object. Before the sale and purchase is carried out between the seller and the buyer, of course the seller and the buyer reach an agreement and the buyer understands where the location of the object to be sold and the price of the object to be bought and sold. If later the sale and purchase will be carried out, then there is an agreement between the seller and the buyer which will later be stated in the agreement to sell and purchase land (Budiono, 2004).

In certain circumstances where the Sale and Purchase Deed cannot be made by the Land Deed Official, a deed of Sale and Purchase Binding Agreement will be made by a Notary. The signing of the deed of sale and purchase binding agreement does not yet cause the transfer of rights. The transfer of rights is carried out based on the deed of sale and purchase made by the Land Deed Official. This sale and purchase binding agreement is carried out as a form of preliminary agreement. The preliminary agreement is carried out as a step to provide legal certainty and simplify the activities of buying and selling houses and provide legal protection for the parties. A preliminary agreement or a sale and purchase binding agreement (hereinafter referred to as Sale and Purchase Binding Agreement).

The Sale and Purchase Binding Agreement is a freedom of contract agreement made in writing between the seller and the buyer. The Sale and Purchase Binding Agreement can end if the fulfillment of the mutually agreed upon achievements or obligations and the conditions in the land sale and purchase agreement.

Thus, the sale and purchase binding agreement has a function as the main agreement or initial agreement which is basically used by the seller and the buyer to determine, confirm, and resolve a problem concerning the law in conducting a sale and purchase agreement, if the agreements made by the seller and the buyer which have been agreed upon the land sale and purchase binding agreement have been fully implemented (Azhary & Hukum, 2010).

Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration which contains "The transfer of land rights and property rights over housing units through sale and purchase, grants, exchanges, inclusion in companies and other legal acts of transfer of rights, except for the transfer of rights through auctions, is only registered and proven by a deed made through a Land Deed Official or authorized official according to the provisions of the applicable laws and regulations" (Rizal, Fadlan, Prasetiasari, & Kurniawan, 2023). This means that in every change of ownership and land status that occurs must be registered by a Notary Land Deed Official along with the implementation of land registration carried out by the Head of the Land Office (Pramono & Pratama, 2020).

The sale and purchase of land carried out under the hand is only proven by a sheet of receipt and a letter of agreement binding the sale and purchase which is not in front of a notary or local official but in front of 2 (two) witnesses. This is because the community wants the process of buying and selling land rights to be faster without thinking about the future impact. The purpose of the future impact is the weakening of legal acts in an underhand land sale and purchase activity which basically only pays attention to the trust of the parties to the sale and purchase of land which will later lead to default (Prayogo, 2016).

Buying and selling houses is a very common business transaction activity. However, house sale and purchase transactions are also high-risk because they involve the transfer of ownership of land rights for the seller and the transfer of a sum of money for the buyer. The legal rules regarding Sale and Purchase Binding Agreement, are in Law Number 1 Year 2011 concerning Housing and Settlement Areas as well as the provisions of Law Number 20 Year 2011 concerning Flat Houses. To optimize the regulations regarding this Sale and Purchase Binding Agreement, the Indonesian government in 2019 re-established the Minister of Public Works and Public Housing Regulation Number 11/PRT/M/2019 concerning the House Sale and Purchase Preliminary Agreement System. The scope of this regulation includes arrangements regarding the system and marketing of preliminary agreements (Hamdhani, Fadlan, Prasetyasari, & Erniyanti, 2023).

Sale and Purchase Binding Agreement is often used as an alternative in the pre project selling system as an efficient and fast way to sell property. Marketing through this system is done by selling a project with building objects that will be built in the future. Sale and Purchase Binding Agreement is used in this system as a way for developers to get funds or business capital. After getting enough funds, the construction will be carried out immediately (Pramono & Safarini, 2021). Of course this is also a relative thing, not all developers do it.

Under these conditions, if assessed from a legal perspective, of course the sale and purchase transaction is not possible to be carried out or has not fulfilled the requirements of the validity of the agreement. Problems arise because the sale and purchase binding agreement has not fulfilled the objective requirements, because it is carried out without knowing whether the object of the agreement in question actually exists. Of course, this allows the risks that may be faced by the buyer if the developer breaks the promise or defaults.

Article 12 paragraph (1) of Ministerial Regulation PUPR 11/PRT/M/2019 concerning the System of Preliminary Agreement for Sale and Purchase of Houses states that " Sale and Purchase Binding Agreement is signed by prospective buyers and development actors made before a notary". This means that ministerial regulation PUPR 11/PRT/M/2019 requires that the Sale and Purchase Binding Agreement be made by a notary. In the pre-project selling system, before and after this regulation came into effect, the majority of developers used Sale and Purchase Binding Agreements that were made underhand. In connection with this change in conditions, it will certainly lead to a new legal effect, if the Sale and Purchase Binding Agreement is not made by a notary.

Based on the above background, the author is interested in researching and writing the results in a scientific journal entitled "Juridical Analysis of Land Sale and Purchase Agreement". From the background of the problems described above, the problems to be discussed are as follows:

1. How is the legal arrangement of the land sale and purchase binding agreement?
2. What are the legal consequences of the implementation of the issuance of binding agreement of sale and purchase of land by Notary in Batam City?

## **2. Research methodology**

The type of normative juridical research is research that examines document studies, namely using various secondary data such as laws and regulations, court decisions, legal theories, and can be the opinions of scholars (Soekanto, 2007). And supported by empirical juridical research, namely a legal research method that functions to see the law in a real sense and examine how the law works in society (Putra & Herawati, 2017).

The method of approach in this research is a combination of methods between normative approach "legal research" with empirical approach method "Juridical Sociologies". The research mechanism with this combined approach method is carried out by describing the research explanation in an inductive way leading to a deductive way and vice versa (Armia, 2022).

The Juridical Sociological approach is legal research using secondary data as the initial data, which is then continued with primary data in the field or on the community (Simbolon, Fadlan, & Jihad, 2023),

examining the effectiveness of a Ministerial Regulation and research that wants to find a relationship (correlation) between various symptoms or variables, as a data collection tool consisting of document studies or library materials and interviews (questionnaires) (Putra & Suprapti, 2019).

Furthermore, descriptive analysis of the data that has been collected, namely the data stated by the sources, respondents, and the results of direct interviews studied (Fadlan, 2020). This analysis aims to provide a comprehensive picture of the management of plastic waste as industrial raw material from the perspective of protecting the environment. After conducting descriptive analysis, we can draw general conclusions about the answers to the problems formulated (Noval, Nofrial, & Nurkhotijah, 2022).

The theoretical framework and methodology for analyzing the problems mentioned above and need to be clarified from the beginning about the theoretical framework that uses the theoretical framework as an analytical knife (Harefa, Idham, & Erniyanti, 2023). In this methodology section, one of the methods used by the author is to apply the use of the theory of positive law (positivism) from Jhon Austin, and the theory of justice from Hans Kelsen and also the theory of legal certainty from Sudikno Mertokusumo to the issues discussed in this study (Pramono & Nopritama, 2020).

### **3. Results and discussions**

#### ***3.1. Legal Arrangement of Sale and Purchase Agreement on Land***

Initially, the Sale and Purchase Binding Agreement was not expressly regulated in the laws and regulations. This caused the Sale and Purchase Binding Agreement to not have a standardized form. Sale and Purchase Binding Agreement is referred to as an agreement that was born due to the needs and flexibility that are carried out in practice. And basically, the agreement must protect the interests of the parties and fulfill the legal requirements of the agreement.

The Legal Arrangement of Sale and Purchase Agreement on land in Indonesia is subject to the provisions of the Basic Agrarian Law Number 5 of 1960 and its derivative regulations and other related regulations. In the context of agrarian law in Indonesia, land has a social function and use function so that its regulation is very important and must refer to the applicable legal provisions.

Basic Agrarian Law: This is the main legal basis for the control, ownership, use and utilization of land in Indonesia. Civil Code: Regulates agreements and contracts, including sale and purchase. Regulation of the Head of the National Land Agency: Regulates the technical implementation of land regulation, including the transfer of land rights (Parameshwara, 2023).

The Sale and Purchase Binding Agreement is the initial stage in the land sale and purchase transaction process. It does not transfer property rights and is only binding on both parties to carry out the sale and purchase agreement. The transfer of ownership rights only occurs after the signing of the Sale and Purchase Deed in front of a notary and registration at the land office to obtain a new land title certificate. A Sale and Purchase Binding Agreement can be made with an authentic deed or a deed under the hand. Making with an authentic deed means that the Sale and Purchase Binding Agreement is made by a notary in the form of a notarial deed. Meanwhile, Sale and Purchase Binding Agreement under the hand is referred to as an ordinary agreement made by the seller and buyer without going through a notary. But the best is a Sale and Purchase Binding Agreement made by a notary in the form of an authentic deed. Legally, an authentic deed or one made by a notary will have perfect evidentiary power. Sale and Purchase Binding Agreement made with an authentic deed will have perfect legal evidentiary power. Perfect evidentiary power, it is said that the deed must be said to be true and cannot be refuted. Even if it is disputed, the party who disputes it must prove its rebuttal.

While the Sale and Purchase Binding Agreement under the hand made by the parties, without going through a notary, its evidentiary power is not as perfect as an authentic deed, in practice to make an agreement under the hand, the conditions must fulfill Article 1320. The requirements for the validity of the Sale and Purchase Binding Agreement, namely Article 1320 of the Civil Code, are the same as the requirements for agreements in general: an agreement from the seller and buyer, the seller and buyer are capable of carrying out the transaction, the object of the transaction or land rights is clear, the

transaction is not contrary to the law or violates public order. So it can be said that this is a multi-requisite, if there is no this then it is invalid. If it is invalid, it can be canceled or null and void.

The clauses and provisions stipulated in the Sale and Purchase Binding Agreement are open, the parties are free to determine the agreement in the agreement (the contents of the Sale and Purchase Binding Agreement provisions themselves). As long as it does not conflict with public order, laws and regulations and decency. In this agreement, called the principle of freedom of contract, the parties are free to make any provisions as long as they agree with each other.

Since the issuance of Ministerial Regulation PUPR 11/PRT/M/2019, the Sale and Purchase Binding Agreement content material that is still in the preparation stage must be adjusted to the Sale and Purchase Binding Agreement content material instructions in this regulation. Sale and Purchase Binding Agreement of land rights is the first step for the parties to bind themselves to each other to carry out legal actions.

In making a Sale and Purchase Binding Agreement, several terms and conditions must be met, such as the identity of the parties, description of the land object, price, and method of payment. The Sale and Purchase Binding Agreement must also regulate the period of implementation of the agreement and sanctions if a party breaks the agreement. The Sale and Purchase Binding Agreement must be made carefully and refer to the applicable laws and regulations to avoid disputes in the future.

At the next stage, the sale and purchase process will be carried out by signing the sale and purchase deed by and in front of the Land Deed Official. The position of Sale and Purchase Binding Agreement is a form of agreement legal act that is subject to the scope of Civil Law. The validity or position of a deed is assessed from Article 1320 of the Civil Code. Whether or not an agreement is valid must be based on Article 1320 of the Civil Code.

So that with the fulfillment of the validity requirements of the agreement in the Sale and Purchase Binding Agreement, it has a legal effect. The legal effect in question is that the Sale and Purchase Binding Agreement must be implemented and binds the parties like a law (Article 1338 of the Civil Code). For Sale and Purchase Binding Agreements that do not meet the validity requirements of the agreement, the Sale and Purchase Binding Agreement will also have legal consequences. Conversely, the legal consequences that arise if it does not meet the validity requirements of the agreement are that the Sale and Purchase Binding Agreement can be canceled or null and void.

Sale and Purchase Binding Agreement can be canceled if it does not meet the subjective conditions, namely the first and second conditions, regarding agreement and capability. In this case, what is meant by revocable is that the Sale and Purchase Binding Agreement can be canceled and if it is canceled, the agreement is then considered invalid. Furthermore, the Sale and Purchase Binding Agreement will be null and void if the objective conditions are not met, namely the third and fourth conditions regarding the object and specific cause. Null and void, in this case the Sale and Purchase Binding Agreement can be considered never valid and never existed according to the law.

The Basic Agrarian Law emphasizes the protection of land rights, and the transfer of land rights must be carried out in accordance with the applicable provisions. Sale and Purchase Binding Agreement as a legal instrument provides initial protection to the parties in a land sale and purchase transaction so as to prevent abuse of rights and violations of the law.

The implementation of the Sale and Purchase Binding Agreement must be based on the good faith of both parties. In the event of a dispute or disagreement in its implementation, solutions that can be taken include mediation, arbitration, or settlement through the courts in accordance with applicable legal provisions in Indonesia.

So it can be concluded that in general the position of the Sale and Purchase Binding Agreement of land rights is valid and binding for the parties who make it, as long as the Sale and Purchase Binding

Agreement fulfills the requirements for the validity of the agreement as stipulated in Article 1320 of the Civil Code. Along with its development, outside of Article 1320 of the Civil Code, the validity of the agreement must also fulfill several principles that apply in agreement law, for example the principle of good faith and the principle of freedom of contract.

The position of Sale and Purchase Binding Agreement on land rights, apart from being seen from the validity and bindingness of the Sale and Purchase Binding Agreement, must also be considered for its urgency. This is assessed from how important the need for Sale and Purchase Binding Agreement in the community or related parties. Sale and Purchase Binding Agreement in the sale and purchase of land rights is a preliminary agreement before a deed of sale and purchase is made.

Basically, the urgency of making the Sale and Purchase Binding Agreement is done because there are still requirements to carry out legal acts of sale and purchase of land rights in the Basic Agrarian Law and Government Regulations on Land Registration that cannot be fulfilled and implemented by the seller. So that the Sale and Purchase Binding Agreement is held with the aim of binding the parties first before a notary. Then it is followed by the sale and purchase process before a PPAT.

The position of Sale and Purchase Binding Agreement of land rights made by a notary in the form of an authentic deed (notarial deed) must be recognized as a valid agreement. This is based on the authority possessed by the notary, because such authority has normatively been regulated in the laws and regulations and positive law in Indonesia (Article 15 paragraph (2) of the Notary Position Law).

The legal regulation of Sale and Purchase Binding Agreement in Indonesia is based on the provisions of the Basic Agrarian Law, the Civil Code, and other relevant regulations. The Sale and Purchase Binding Agreement plays an important role as a legal instrument that regulates the rights and obligations of the parties in a land sale and purchase transaction and provides legal protection. The agreement in the Sale and Purchase Binding Agreement must be executed in good faith and in accordance with the laws and regulations so that the rights of each party can be properly protected.

Positive law theory was developed by John Austin, an English jurist and legal philosopher. According to Austin, positive law is the rules made by a "sovereign ruler" who has the power to give orders to society and enforce these rules with sanctions.

Analysis of Sale and Purchase Binding Agreement in the Context of John Austin's Positive Law, namely:

#### 1) Sovereign Ruler

In the Indonesian context, the sovereign ruler is the legislative body that forms laws, including the Basic Agrarian Law, and the government that issues implementing regulations. The National Land Agency is one of the institutions authorized to regulate and administer land affairs in accordance with applicable laws and regulations.

#### 2) Clear Rules

Sale and Purchase Binding Agreement and deed of sale and purchase are regulated in various legal regulations such as the Basic Agrarian Law and the Civil Code, which stipulate provisions regarding the rights and obligations of the parties in land sale and purchase transactions. These rules are binding and must be obeyed by all legal subjects conducting land sale and purchase transactions.

#### 3) Sanctions

In Austin's theory, the existence of sanctions is important to enforce the law. In the context of a Sale and Purchase Binding Agreement, if one of the parties violates the agreement, the injured party can claim compensation through a legal process in accordance with the provisions stipulated in the Sale and Purchase Binding Agreement and applicable laws and regulations.

In John Austin's positive law perspective, the Sale and Purchase Binding Agreement and related legal arrangements are manifestations of rules issued by sovereign authorities and have clear sanctions to

ensure compliance and enforcement. The dispute resolution mechanism, the role of the notary and National Land Agency, and the rules on compensation all reflect the principles of John Austin's positive law theory.

### ***3.2. Legal Effects of Issuance of Agreement on Sale and Purchase of Land by Notary in Batam City***

The issuance of Sale and Purchase Agreement by Notary in Batam City, as in other cities in Indonesia, has significant legal implications and consequences for both parties, namely the seller and the buyer, as well as for the Notary itself.

Here are some of the legal consequences that can arise:

#### **1. For Seller and Buyer**

##### **a. Legal binding**

Sale and Purchase Binding Agreement creates a legal bond between the seller and the buyer that binds both parties to carry out their rights and obligations in accordance with the provisions stated in the agreement. The legal consequences related to the legal binding of the Sales and Purchase Binding Agreement for both the seller and the buyer are crucial.

For the seller, the legal binding requires to deliver the property in accordance with the terms and conditions agreed in the agreement. The seller has a legal obligation to ensure that the property is free from disputes and can be handed over to the buyer without hindrance. If the seller fails to fulfill its obligations, it could face legal action and is obliged to compensate the buyer for any losses incurred.

Meanwhile, for the buyer, legal binding means that he must comply with the clauses and conditions in the agreement, especially with regard to payment of the sales price. The buyer must make payments according to the agreed schedule and comply with other provisions set out in the Sale and Purchase Binding Agreement. If the buyer neglects its obligations, it may face legal sanctions, and the seller has the right to demand enforcement of the agreement or seek damages. In this case, the Sale and Purchase Binding Agreement acts as a binding legal instrument and ensures both parties abide by their agreement.

##### **b. Implementation Guarantee**

Sale and Purchase Binding Agreement provides assurance to both parties that the sale and purchase transaction will be carried out in accordance with the agreed terms and provides a legal basis for prosecution if one party violates it. In the context of a Sale and Purchase Binding Agreement, performance guarantees have important legal implications for both the seller and the buyer.

For the seller, performance guarantee means that he must ensure that all the terms and conditions agreed upon in the agreement, such as the legal status of the property and its physical condition, are in accordance with what has been stated in the agreement. In the event of non-conformity or non-compliance with these terms, the seller may be bound to fulfill certain obligations, which may include the return of the down payment or compensation to the buyer.

On the other hand, for the buyer, the performance guarantee requires him to fulfill his obligation to make payments in accordance with the terms agreed in the Sale and Purchase Binding Agreement. If the buyer fails to comply with the payment terms or other obligations stated in the agreement, the buyer may face legal consequences, such as losing the down payment or money that has been paid. Therefore, this performance guarantee not only binds both parties to fulfill their respective obligations and rights but also provides a mechanism for dispute resolution and loss recovery in the event of a breach of the agreement.

##### **c. Legal Protection**

Sale and Purchase Binding Agreement provides legal protection for both parties. In the event of a dispute, the Sale and Purchase Binding Agreement can be used as evidence of the agreement and reference in the dispute resolution process either through legal channels or alternative dispute resolution. The legal protection stipulated in the Sales and Purchase Binding Agreement provides both parties, both sellers and buyers, with a guarantee and legal certainty in the transaction.

For the seller, this legal protection is important to avoid future disputes and ensure that his rights as a seller are respected, for example related to the receipt of payment and the fulfillment of other obligations by the buyer. This legal protection also helps the seller in the event of a breach of contract by the buyer, such as delay or failure of payment, by providing a legal basis to claim damages or fulfillment of obligations.

Conversely, for the buyer, the legal protection in the Sale and Purchase Binding Agreement serves as a guarantee that his rights are protected, for example related to the delivery of land or property in a condition that is in accordance with what has been agreed. If there is a violation from the seller, such as a mismatch between the condition of the property and what is written in the agreement or if there is an ownership dispute, the buyer has the right to file a lawsuit. Thus, the Sale and Purchase Binding Agreement acts as a legal instrument that regulates and protects the rights and obligations of both parties, and provides a mechanism to resolve conflicts and disputes that may arise from the sale and purchase transaction.

#### d. Fulfillment Obligation

After the signing of the Sale and Purchase Binding Agreement, both parties have the obligation to fulfill what has been agreed upon, such as the delivery of land and payment of the selling price. The fulfillment obligation in a Sale and Purchase Binding Agreement requires both parties, namely the seller and the buyer, to fulfill what has been agreed in the agreement.

For the seller, these obligations generally include the delivery of the land or property in accordance with the agreed specifications and conditions, as well as the provision of documents necessary for the transaction process. If the seller fails to fulfill its obligations, this may lead to legal consequences in the form of an obligation to pay damages or fines, or even cancellation of the agreement by the buyer.

On the other hand, for the buyer, the fulfillment obligation is mainly related to the payment of the sales price according to the schedule specified in the agreement. The buyer must also comply with other terms that may be stipulated in the agreement, such as regarding the use of the property and other obligations after the transaction is completed. Failure by the buyer to fulfill its obligations may result in the payment of penalties or interest, loss of down payment, or even cancellation of the agreement by the seller. Therefore, the fulfillment obligation is an important element of the Sale and Purchase Binding Agreement that ensures the smoothness and success of the land or property sale and purchase transaction.

## 2. For Notary

### a. Verification and Validation

Notaries have the responsibility to verify and validate the documents and information provided by both parties to ensure the validity and accuracy of the data. The legal consequences for notaries in the process of verification and validation of documents in the Sale and Purchase Binding Agreement is a huge responsibility. The notary is responsible for ensuring that all documents submitted by both parties are valid and legitimate from a legal perspective, as well as ensuring that all information and data contained therein are accurate and correct.

If there are any errors or inaccuracies in the documents that have been verified and validated by the notary, or if the notary fails to identify false or invalid documents, the notary may face legal consequences, such as administrative sanctions, claims for damages, or even criminal legal action, depending on the applicable laws and regulations. Therefore, the integrity, expertise, and prudence of the notary in the verification and validation process are essential to minimize legal risks.

### b. Recording and Storage

Notaries are obliged to record and store Sale and Purchase Binding Agreement as part of the notary archive, which can be accessed by interested parties for future legal purposes. Notaries have a legal



obligation to record and store agreement documents, such as Sale and Purchase Binding Agreement, and other related documentation in a safe and neat manner.

The legal consequences for a notary who fails to fulfill this recording and storage obligation can be very serious, including administrative sanctions, disciplinary sanctions by the notary's professional body, or even lawsuits from parties who feel aggrieved by the negligence. Failure to properly record or retain documents can lead to the loss of important documents that may be needed for the resolution of future legal disputes or for other legal purposes, and the notary may be held liable for losses arising from the loss of such information. Therefore, maintaining accuracy and care in the process of recording and storing documents is a vital aspect of a notary's professional responsibilities.

#### c. Provision of Legal Advice

Notaries also have an important role in providing legal advice to both parties regarding the legal aspects of a land sale and purchase transaction, helping them to understand their rights and obligations. In performing their functions, notaries also have the role of providing legal advice to the parties involved in a transaction, and the legal ramifications of providing this legal advice are quite significant. If the advice given proves to be false or misleading and causes harm to the client or a third party, the notary may be exposed to professional and civil liability.

In serious cases, notaries may face professional sanctions, such as reprimand, suspension or revocation of their license to practice. Notaries may also be required to pay compensation for losses suffered by clients or other parties due to erroneous legal advice. Therefore, in providing legal advice, a notary should always ensure that the advice is accurate, based on applicable law, and carefully considers the interests and rights of the client.

#### d. Objectivity and Neutrality

In performing their duties, Notaries must maintain objectivity and neutrality and must not favor one of the parties, and must ensure that all parties have the same understanding of the contents of the agreement. Objectivity and neutrality are fundamental principles in notarial practice, and notaries have a legal obligation to maintain objectivity and neutrality in performing their duties. If a notary fails to maintain objectivity and is proven to favor one of the parties or have an interest in a transaction he or she is handling, this can result in harm to the injured party and damage public trust in the notary profession.

The legal consequences of violating the principles of objectivity and neutrality can be in the form of disciplinary sanctions, such as reprimand, suspension, or revocation of practice license, as well as compensation claims by the injured party. In extreme cases, notaries can also face criminal legal action if fraud or other violations of the law are found. Therefore, maintaining objectivity and neutrality is essential for the integrity and sustainability of notarial practice.

#### e. Professional Liability

Notaries can be held professionally liable if proven to have committed negligence or errors in the process of making an Sale and Purchase Binding Agreement, such as negligence in verifying documents or providing incorrect legal advice. Notary professional liability is an important element in maintaining the integrity and public trust in the notary profession. If a notary is proven to violate professional ethics, deviate from professional standards, or commit negligence that results in harm to clients or third parties, the notary can be faced with various legal consequences.

In the context of professional liability, notaries may be subject to various disciplinary sanctions, ranging from reprimands to revocation of their license to practice by the supervisory body of the notary profession. Furthermore, the notary may also be required to pay compensation to the injured party and may face criminal or civil proceedings, depending on the seriousness of the offense committed. Therefore, maintaining standards of professionalism and integrity is vital for notaries in carrying out their duties and functions.

The legal consequences of the implementation of the issuance of Sale and Purchase Binding Agreement by Notary are very important to ensure the smoothness and legal certainty of land sale and purchase transactions. The Sale and Purchase Binding Agreement not only binds both parties in a legal agreement but also provides legal protection and enforcement guarantees. Meanwhile, the Notary has a great responsibility in ensuring that the Sale and Purchase Binding Agreement issuance process is carried out correctly and fairly, and in accordance with applicable legal norms, so as to prevent potential disputes in the future.

#### 4. Conclusions

Based on the discussion related to the problem then the following conclusions can be drawn:

1. The legal regulation of the Sale and Purchase Agreement on land in Indonesia underlines the importance of the role and function of notaries, as well as the position of Sale and Purchase Binding Agreement as an important legal instrument in land sale and purchase transactions. The Sale and Purchase Binding Agreement has the legal power to bind both parties and serves as the basis for the implementation of the transaction, proof of the transaction, a means of dispute resolution, and a legal protection tool for both parties. In the process, the notary is responsible for ensuring document validity, data verification, proper recording and storage of documents, and providing correct and objective legal advice to the parties. Non-compliance or violation of professional norms and standards in this process can have serious legal consequences for the notary, and can cause losses to both the seller and the buyer, emphasizing the importance of compliance with legal and ethical aspects in every land sale and purchase transaction.
2. The legal consequences of the issuance of a Sale and Purchase Agreement on land by a Notary in Batam City are very important in determining the sustainability of property transactions in the area. With a thorough verification and validation process, as well as document checking and the provision of objective and accurate legal advice by a notary, the sustainability and validity of the transaction can be better ensured, and the rights and obligations of each party can be better protected. Conversely, any negligence or violation of professional norms in the Sale and Purchase Binding Agreement issuance process can have serious legal consequences, both for the notary in the form of professional sanctions and compensation claims, as well as for the parties to the transaction in the form of material losses and potential legal disputes. Therefore, integrity, professional proficiency, and compliance with the law and professional ethics by notaries are crucial elements in ensuring smoothness and fairness in land sale and purchase transactions in Batam City.

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