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Legal Protection of The Buyer in The Land Sale and Purchase Agreement

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Abstract

A Preliminary Sale and Purchase Agreement (*Perjanjian Pengikatan Jual Beli*, PPJB) for land is a legally binding agreement between a seller and a buyer entered into before the execution of the Deed of Sale and Purchase (*Akta Jual Beli*, AJB) and the formal transfer of land rights in accordance with applicable Indonesian law. In practice, buyers face various legal risks, including seller default, uncertainty regarding the legal status of land, the sale of the same property to another party, and failure to execute the AJB. This study aimed to analyze the legal status and binding force of the PPJB, identify the forms of legal protection available to buyers, and examine legal remedies in cases of contractual breach. The study employed a normative juridical approach involving qualitative analysis of relevant legislation and legal literature, including the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata, KUHPerdata*), Law No. 5 of 1960 concerning Basic Agrarian Principles, Government Regulation No. 24 of 1997 concerning Land Registration, as amended by Government Regulation No. 18 of 2021, and related legal scholarship. The findings indicated that legal protection for buyers rested on three principal aspects: the validity and binding force of agreements under Articles 1320 and 1338 of the Civil Code, the application of good faith and due diligence in land transactions, and compliance with statutory procedures governing the transfer and registration of land rights. Preventive legal protection included verifying land ownership and legal status, establishing clear contractual provisions, and maintaining comprehensive transaction documentation. Remedial legal protection involved pursuing contractual performance, damages, or termination of the agreement, subject to applicable legal requirements. The study established that a PPJB was legally binding when it satisfied the relevant contractual validity requirements but did not, by itself, constitute a completed transfer of land rights. Accordingly, verification of land status, precise contractual drafting, proper documentation, and completion of the required land transfer and registration procedures were essential to strengthening legal certainty and protecting buyers' interests in land transactions.

INTRODUCTION

Land is a legal object of significant economic and social value to society. It serves not only as a place of residence but also as a resource for business activities, investment, development, and livelihoods (Abdillah & Manaf, 2022; Ologbonori et al., 2025; Prokopenko et al., 2024). As demand for land increases, land sale and purchase transactions require particular legal attention to ensure certainty of ownership rights and protection for the parties involved (Ningtyas, 2023). Anna et al. (2026) emphasized the importance of legal certainty in land transactions to ensure that the property has a clear legal status, the seller possesses the authority to transfer the rights, and the buyer acquires the rights stipulated in the agreement.

Accordingly, land transactions should not rely solely on mutual trust between sellers and buyers but must also comply with contractual requirements and applicable land laws and regulations.

In practice, land sale and purchase transactions cannot always be completed immediately through the execution of a Deed of Sale and Purchase (*Akta Jual Beli*, AJB). Tarigan et al. (2025) identified several circumstances that may require transactions to be completed in stages, including outstanding payments, incomplete ownership documentation, unfulfilled administrative requirements, and contractual obligations that remain outstanding. Under these circumstances, the parties may enter into a Preliminary Sale and Purchase Agreement (*Perjanjian Pengikatan Jual Beli*, PPJB), which establishes preliminary contractual arrangements concerning the land, purchase price, payment procedures, completion period, and respective rights and obligations of the parties (Amalia, 2021; Mugiati, 2022). Malipolla et al. (2026) explained that the PPJB establishes a binding contractual relationship requiring the parties to fulfill their agreed obligations throughout the transaction process. Therefore, a PPJB can provide contractual certainty regarding the intended sale and purchase before the requirements for executing the AJB and completing the transfer of land rights have been satisfied (Budiman & Maharany, 2026).

However, the legal status of a PPJB must be properly understood because its execution does not automatically transfer land rights to the buyer. A PPJB generally creates an obligational legal relationship under which the parties are required to fulfill their respective contractual obligations (Budiastanti & Sebayang, 2026). Kepakisan and Sudiarawan (2026) emphasized that the transfer of land rights must comply with applicable land laws and prescribed legal requirements. In transactions requiring formal documentation of the transfer, the execution of an AJB before an authorized Land Deed Official (*Pejabat Pembuat Akta Tanah*, PPAT) and the subsequent registration of the transfer are essential procedures for establishing legal certainty regarding the registered rights holder. Consequently, buyers must recognize that a PPJB functions as a contractual instrument rather than definitive evidence that land rights have been transferred. This distinction is particularly important because payment of the purchase price or execution of a PPJB does not, by itself, establish that all legal requirements for transferring and registering land rights have been fulfilled.

Legal problems may arise when either party fails to fulfill the obligations established under the PPJB. Buyers may face significant risks if sellers refuse to complete the transaction after receiving payment, fail to provide the required documents, transfer the same property to another party, or misrepresent the legal status of the land (Ahmad et al., 2023; Octariani et al., 2021). Additional risks may arise from uncertain ownership, competing ownership claims, existing land disputes, undisclosed encumbrances, or discrepancies between contractual provisions and the actual condition or legal status of the property. These circumstances demonstrate that a PPJB does not necessarily provide effective legal protection when its provisions are ambiguous, contractual obligations are not performed in good faith, or buyers fail to conduct adequate due diligence. Therefore, buyer protection extends beyond the existence of a written agreement and requires clear contractual provisions, transparent disclosure of relevant information, verification of land ownership and legal status, documentation of contractual performance, and access to appropriate legal remedies in cases of breach (Oktarima et al., 2025).

These issues are closely related to the fundamental principles of Indonesian contract law under the Civil Code (Kitab Undang-Undang Hukum Perdata, KUHPerdata). Febriyanti et al. (2025) explained that Article 1320 of the Civil Code establishes four requirements for a valid agreement: consent of the parties, legal capacity to enter into an agreement, a definite subject matter, and a lawful cause. These requirements provide the legal basis for determining whether a PPJB constitutes a valid and enforceable agreement. Furthermore, Article 1338 of the Civil Code establishes the principle that legally concluded agreements have binding force upon the parties and must be performed in good faith (Alatas & Sa'adah, 2026). Consequently, sellers and buyers are legally obligated to fulfill their agreed responsibilities and cannot unilaterally disregard binding contractual provisions without a valid legal basis. The principle of good faith also requires parties to act honestly, transparently, and responsibly throughout the transaction process.

Article 1238 of the Civil Code is also relevant to determining when a debtor is considered to be in default, particularly regarding the requirement for formal notice of default and circumstances in which default arises under the agreement or applicable law (Tambunan et al., 2026). Meanwhile, Article 1243 governs liability for costs, damages, and interest arising from nonperformance or delayed performance of contractual obligations, subject to the conditions established by law (Hertanto & Djajaputra, 2024; Urbanisasi & Octavia, 2026). Based on these provisions, buyers affected by seller default may pursue contractual performance, seek termination of the agreement, or claim damages when the relevant legal requirements are satisfied (Ali & Hifni, 2025; Embon & Primantari, 2025). The availability and appropriateness of these remedies depend on the contractual provisions, nature of the breach, supporting evidence, and applicable legal rules. Accordingly, an assessment of buyer protection must consider the relationship between contractual rights and obligations, the legal consequences of default, and the dispute resolution mechanisms available when contractual obligations are not fulfilled.

From the perspective of Indonesian land law, Law No. 5 of 1960 concerning Basic Agrarian Principles (Undang-Undang Pokok Agraria, UUPA) provides the principal legal foundation for the national agrarian system. Jannah and Fauziyah (2025) emphasized the importance of interpreting this legislation alongside its implementing regulations, including Government Regulation No. 24 of 1997 concerning Land Registration, as amended by Government Regulation No. 18 of 2021, and other relevant legal provisions. Land registration plays an essential role in providing physical and juridical information concerning land parcels, thereby supporting the verification of ownership and legal status. Before entering into a PPJB, buyers should examine the relevant land documents, verify the seller's identity and authority, confirm the consistency of property information, and investigate potential disputes or legal encumbrances. These due diligence measures can reduce transaction risks and strengthen legal certainty. Furthermore, the involvement of an authorized PPAT in the execution of the AJB is important for ensuring compliance with the legal procedures governing the documentation and registration of land rights transfers.

Legal protection for buyers under a PPJB must be examined by integrating the agreement's preliminary contractual status, the principles of contractual validity and good faith, the respective obligations of the parties, and the statutory requirements governing land rights transfers and registration. This approach is necessary because effective legal protection

depends not merely on the existence of a PPJB but also on its ability to establish clear rights, obligations, performance deadlines, transaction completion requirements, and legal consequences of default. Furthermore, buyer protection encompasses preventive measures intended to minimize legal risks before disputes arise and remedial measures designed to protect or restore contractual rights following a breach. Examining these complementary forms of protection provides a comprehensive legal basis for assessing the effectiveness of PPJB arrangements under Indonesian contract and land law.

The central legal issues examined in this study concerned the protection available to buyers under preliminary land sale and purchase agreements and the legal remedies that could be pursued when sellers failed to fulfill their contractual obligations. Accordingly, the study aimed to analyze the legal status and binding force of the PPJB in land transactions, identify the forms of preventive and remedial legal protection available to buyers, and examine the legal remedies applicable to seller default. The research employed a normative juridical approach using qualitative analysis of legislation, legal principles, judicial doctrines, and relevant legal literature. The analysis focused on the interpretation and application of Indonesian contract and land law rather than empirical data obtained through interviews or field observations.

METHOD

This study employed a qualitative method with a normative juridical approach to examine legal protection for buyers under Preliminary Sale and Purchase Agreements (*Perjanjian Pengikatan Jual Beli*, PPJB) involving land transactions. The analysis focused on the legal status and binding force of PPJB, the rights and obligations of sellers and buyers, preventive and remedial legal protection, and available remedies in cases of contractual default. The normative juridical approach was adopted to examine the legal provisions governing contractual relationships and the transfer of land rights. The research analyzed relevant legislation, legal principles, doctrines, and previous scholarly studies to assess the consistency of PPJB arrangements with applicable Indonesian law and identify legal mechanisms available to protect buyers when their contractual rights were violated.

The study employed statutory and conceptual approaches. The statutory approach involved examining provisions governing contractual validity, performance of obligations, default, land ownership, land registration, and the transfer of land rights. The principal legal sources included the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata, KUHPerdata), Law No. 5 of 1960 concerning Basic Agrarian Principles, Government Regulation No. 24 of 1997 concerning Land Registration, as amended by Government Regulation No. 18 of 2021, and relevant regulations governing notarial authority and the execution of land transfer deeds. These provisions were analyzed to establish the legal basis for contractual obligations and the procedural requirements for completing land transactions. The conceptual approach examined preventive and remedial legal protection, freedom of contract, good faith, legal certainty, contractual liability, and default to evaluate the legal consequences of nonperformance and the protection available to buyers.

The research relied on primary and secondary legal materials. Primary legal materials comprised authoritative legislation and regulations governing contractual validity, binding obligations, default, damages, land rights, and land registration. These included the Civil Code, Law No. 5 of 1960 concerning Basic Agrarian Principles, Government Regulation No. 24 of

1997 and its relevant amendments, and applicable provisions governing notaries and Land Deed Officials (*Pejabat Pembuat Akta Tanah*, PPAT). These materials provided the normative foundation for assessing contractual rights, transaction requirements, and legal remedies. Secondary legal materials consisted of civil law textbooks, legal research methodology references, peer-reviewed journal articles, previous studies, and academic publications addressing PPJB, buyer protection, legal certainty, and contractual default. These sources were used to support the interpretation of primary legal provisions and the development of legal arguments.

Legal materials were collected through library research involving the identification, examination, and selection of relevant legislation, legal literature, scholarly articles, and academic publications. Materials were selected according to their relevance to buyer protection under land-related PPJB arrangements. Applicable amendments and implementing regulations were examined to ensure that the analysis reflected the relevant legal framework. The collected materials were analyzed descriptively and qualitatively through statutory interpretation and legal reasoning. The analysis focused on contractual validity, the rights and obligations of the parties, procedures for transferring land rights, and the legal consequences of default. The materials were organized into four analytical themes: the legal status of PPJB, forms of buyer protection, contractual obligations, and remedies for nonperformance. Relevant legal provisions and concepts were then examined systematically to identify their relationships and implications for buyer protection.

The final stage involved synthesizing the legal findings to formulate conclusions regarding the status of PPJB as a preliminary contractual agreement, the preventive and remedial protection available to buyers, and the legal remedies applicable to seller default. Conclusions were derived from the interpretation of relevant legal provisions, principles, and scholarly literature rather than empirical observations. Accordingly, the study's findings were limited to normative legal analysis and the legal sources examined.

RESULTS AND DISCUSSION

Legal Status of Land Sale and Purchase Agreement

The Land Sale and Purchase Agreement is a preliminary agreement that is used to bind the agreement between the seller and the buyer before the sale and purchase is carried out through a formal mechanism in accordance with land regulations. PPJB is generally used when the parties have agreed on the object and price, but there are still requirements that must be met before making an AJB. The validity of PPJB needs to pay attention to Article 1320 of the Civil Code, which stipulates four valid conditions for the agreement, namely the agreement of the parties, the ability to make an agreement, a certain thing, and a halal cause. If these conditions are met, the agreement can create a binding legal relationship in accordance with applicable regulations.

Article 1338 of the Civil Code emphasizes that a legally made agreement is valid as a law for the party who made it. This provision means that the seller and buyer are obliged to carry out the obligations that have been agreed. Article 1338 paragraph (3) also emphasizes that the agreement must be executed in good faith, so that the parties should not act arbitrarily or abuse the agreement that has been made. Nevertheless, PPJB must be distinguished from AJB. PPJB basically creates a contractual legal relationship and does not automatically transfer

land rights. The implementation of sale and purchase and registration of transfer of rights must still follow the provisions of applicable land law. Thus, PPJB is an instrument that binds the agreement, not a substitute for all rights transfer procedures. This legal position shows that the buyer can use PPJB as a basis to demand the fulfillment of the seller's obligations. However, the protection force needs to be supported by an examination of the status of the land, clarity of the identity of the parties, and the drafting of clauses in accordance with the law.

Forms of Legal Protection for Buyers

Legal protection for buyers in PPJB land can be divided into preventive and repressive protection. Preventive protection aims to prevent disputes, while repressive protection is related to dispute resolution after a violation or loss occurs. Preventive protection can be done by checking the identity and authority of the seller, the status of certificates or proof of rights, the suitability of land object data, and the possibility of disputes or imposition of rights. The buyer also needs to ensure that the agreed object can be clearly identified and that the seller has the authority to make a transaction.

The PPJB should contain the identity of the parties, a description of the land object, the selling price, payment procedures, the deadline for the implementation of the AJB, the obligations of each party, and the legal consequences in the event of default. Clauses regarding the refund of payments, compensation, cancellation, and dispute resolution mechanisms need to be prepared clearly and in accordance with legal provisions. Buyers also need to keep transaction documents, including copies of PPJB, proof of payment, receipts, correspondence, and land supporting documents. The documentation can be used as evidence to show the existence of an agreement, the fulfillment of the buyer's obligations, and violations that the seller may have committed. Repressive protection can be taken when the seller does not fulfill the obligations that have been agreed. The buyer can request the fulfillment of the agreement, file a claim for compensation if the requirements are met, or request cancellation based on the relevant legal basis. Settlement can be carried out through deliberation, mediation, or court according to the nature of the dispute and applicable provisions. Thus, buyer protection does not only depend on the existence of PPJB, but also on prudence before the transaction, the quality of the agreement clause, the completeness of evidence, and compliance with land procedures.

Protection against Buyers in Good Faith

Good faith is an important principle in contractual legal relationships. In land transactions, the buyer needs to act honestly, conduct proper examinations, and not ignore information that can reasonably be known about the status of the land object. Legal risks can arise when the seller transfers the same land object to another party after making a PPJB with the previous buyer. These circumstances can give rise to disputes regarding the fulfillment of contractual obligations, the validity of the transaction, and the position of the parties involved.

Article 1338 of the Civil Code is the basis for assessing the binding power of the agreement and the obligation to perform it in good faith. If the seller denies the valid PPJB, the buyer can consider a claim based on default in accordance with the content of the agreement and applicable law. However, the PPJB does not automatically guarantee that the buyer will definitely obtain land rights in the event of a dispute with another party. Legal assessment needs to consider the validity of the agreement, the status and history of the land, proof of payment, the order of the transaction, the good faith of the parties, and the provisions of land registration.

Therefore, the protection of a buyer in good faith must be supported by adequate inspection, transaction documentation, and the settlement of the transfer of rights according to legal procedures. These steps can reduce the risk of disputes and help increase legal certainty.

Legal Consequences of Default in PPJB Land

Default is a situation when one of the parties does not carry out its obligations as agreed (Mardiancia & Maharani, 2026). In the land PPJB, default can occur if the seller refuses to continue the transaction without a valid basis, does not complete the documents for which he is responsible, or transfers the land object by ignoring the agreement that is still binding. Article 1238 of the Civil Code relates to the state of negligence in fulfilling the agreement, while Article 1243 of the Civil Code regulates compensation due to non-fulfillment of the agreement under the circumstances determined by law. The application of these provisions must pay attention to the content of the agreement, the nature of the obligation, the state of negligence, and evidence of loss.

In the event of a default, the buyer can submit a summons or written reprimand to ask the seller to fulfill his obligations if necessary based on the provisions of the law and the circumstances of the case. The buyer needs to prepare evidence in the form of PPJB, proof of payment, correspondence, and land documents to support his claim. If the settlement through deliberation is unsuccessful, the buyer can take the court route to request the fulfillment of the agreement or compensation according to the provisions of the law. Cancellation of the agreement can also be considered if there is an adequate legal basis. The selection of claims needs to be adjusted to the nature of the violation and cannot be determined solely based on the existence of a dispute.

Default also needs to be distinguished from unlawful acts. Default is related to a breach of contractual obligations, while unlawful acts have their own legal elements and basis as stipulated in Article 1365 of the Civil Code. The determination of the basis of the claim needs to be made based on the facts and evidence available. Based on this analysis, a valid PPJB can be the basis for the buyer to demand the seller's liability. However, the success of the claim depends on the proof, the provisions of the agreement, and the application of the law to the case in question.

Legal Certainty Based on Land Regulations

Legal certainty in land transactions requires conformity between the agreements of the parties and land law procedures. Law Number 5 of 1960 concerning the Basic Regulation of Agrarian Principles is the basis of national agrarian law. Meanwhile, Government Regulation Number 24 of 1997 concerning Land Registration needs to be read together with the applicable amendments and implementing provisions, including Government Regulation Number 18 of 2021. An inspection of the status of the land is an important step before the transaction is completed. The buyer needs to ensure the suitability of the object data, the status of the right, the identity of the rights holder, and the possibility of relevant records or legal problems. The inspection can be carried out through the procedures available at the land office and with the assistance of the authorized officials.

In the process of settling transactions, the roles of the notary and PPAT need to be understood according to their authority. Notaries are authorized to make authentic deeds within the scope of their authority, while PPAT is authorized to make certain deeds regarding legal acts on land rights. The creation of AJB and the registration of transfer of rights must follow

the applicable requirements. Thus, PPJB should not be treated as an absolute guarantee of the acquisition of land rights. Legal certainty for buyers requires conformity between agreements, object status, fulfillment of obligations of the parties, and procedures for transferring rights.

Synthesis of Results and Discussion

The results of the analysis show that the legal protection of buyers in PPJB land rests on three main aspects.

1. The validity and binding force of the agreement provides a basis for the buyer to demand the fulfillment of the seller's obligations.
2. Application of the principle of goodwill and prudence in the execution of transactions.
3. Fulfillment of land law procedures to complete the transfer of rights legally.

Preventive protection can be carried out through the examination of land documents, the preparation of clear clauses, and the storage of transaction evidence. Meanwhile, repressive protection can be pursued through demands for agreement fulfillment, compensation, or cancellation if there is an adequate legal basis. PPJB has an important role in providing certainty in contractual relationships, but does not replace the formal procedure for the transfer of land rights. Therefore, buyer protection requires the integration of treaty law, the principle of good faith, proof, and compliance with land regulations.

CONCLUSION

Legal protection for buyers under Preliminary Sale and Purchase Agreements (*Perjanjian Pengikatan Jual Beli*, PPJB) involving land transactions is grounded in Indonesian contract law and applicable land regulations. Articles 1320 and 1338 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*, KUHPerdata) establish the legal requirements for contractual validity and binding force, while the principle of good faith requires parties to perform their contractual obligations honestly and responsibly. A legally valid PPJB provides a contractual basis for enforcing agreed obligations but does not automatically transfer land rights to the buyer. Preventive legal protection includes verifying land ownership and legal status, examining relevant documentation, confirming the seller's authority, establishing clear contractual provisions, and maintaining reliable transaction records. In cases of seller default, buyers may seek contractual performance, claim damages, or pursue termination of the agreement, subject to applicable legal requirements. Disputes may be resolved through negotiation, mediation, or judicial proceedings. Legal certainty in land transactions depends on the integration of valid contractual arrangements, performance of obligations in good faith, and compliance with statutory procedures governing the transfer and registration of land rights. Therefore, buyers should exercise due diligence before executing a PPJB and ensure that subsequent transaction procedures comply with applicable Indonesian land laws and regulations.

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CONFLICT OF INTEREST

The authors state that there is no conflict of interest in the research, writing, or publication of this article.

AUTHOR'S CONTRIBUTION

All authors contributed to the preparation of this article. Nina Fathonah played a role in the conceptualization of the research, played a role in the collection and analysis of data, played a role in the interpretation of the results and the preparation of the manuscript, while the other authors contributed to the review, editing, and final approval of the manuscript.

GENERATIVE ARTIFICIAL INTELLIGENCE USAGE STATEMENT

The author states that no generative artificial intelligence was used in the preparation of this article.

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