



RESEARCH ARTICLE

The Nature Of The Cancellation Of The Deed Of Binding Agreement For The Sale And Purchase Of Land In The Province Of South Sulawesi

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ABSTRACT

This research aims to find out, analyse, and discover the nature of the cancellation of the Deed of Sale and Purchase Agreement (PPJB) of land, the legal consequences that arise, and the factors that influence its cancellation in the jurisdiction of South Sulawesi. This research uses a combined method, namely an empirical sociological approach that focuses on the reality of law in society and a normative approach that analyses norms, principles, theories, and legal arguments. The combination of these two methods allows the research to integrate theoretical and practical aspects to gain a more comprehensive understanding. The results of the research show that the cancellation of the PPJB has the essence of creating legal certainty, justice, and expediency. The legal consequences include the imposition of fines on the offending party and the cancellation of the deed through a notary if one of the parties does not fulfil its obligations within the specified time limit. In addition, the cancellation of PPJB is often influenced by legal cultural factors, the level of legal awareness, and legal knowledge of the parties involved, so this problem often causes losses for one of the parties. As a recommendation, sellers and buyers are expected to prepare complete sale and purchase documents before making an agreement before a notary to avoid cancellation of the deed and potential losses. Notaries are also expected to comply with laws and regulations so that the deeds made have legal force as perfect evidence. In addition, it is necessary to increase awareness and legal knowledge for the community to minimise the risk of cancellation of the PPJB of land in the future.

INTRODUCTION

Land plays an important role in the life of Indonesia, especially as an agrarian country where the majority of the population depends on agriculture. With the increasing need for land due to population growth, land prices are getting higher, often triggering disputes over ownership rights. To regulate land utilisation and prevent conflicts, Law No. 5/1960 on the Basic Regulation of Agrarian Principles (UUPA) was passed, replacing the dualism of land law previously governed by customary law and western law in Burgelijk Wetboek (BW). UUPA aims to create unity and simplicity in land law, provide legal certainty over land rights, and promote social justice for the peasantry. The provisions in Article 19 of UUPA regulate the importance of land registration to ensure legal certainty and protect land rights. The rules for the implementation of land registration are then elaborated in Government Regulation No. 24/1997 on Land Registration, particularly Article 3 which emphasises the purpose of land registration to provide legal certainty and prevent disputes. In practice, land sale

and purchase transactions must be carried out through an authentic deed made by a Land Deed Official (PPAT) in accordance with the provisions of Article 37 paragraph (1) of Government Regulation No. 24 of 1997. However, land sales and purchases that are only based on receipts often cause difficulties during land registration, as they do not fulfil the formal requirements and can hamper the process of recognising land rights. In addition, Article 10 of the UUPA requires land to be utilised actively and productively according to its social function, so land that is not used according to its designation can become an object of supervision or even expropriation by the state. Land registration procedures also include tax payment obligations, such as Income Tax (PPH) on the transfer of land rights in accordance with Article 4 paragraph (2) of the PPh Law and Fees for Acquisition of Land and Building Rights (BPHTB) in accordance with Article 85 of Law No. 28/2009 on Regional Taxes and Retributions. This strengthens the legality aspect and supports orderly land administration. With the fulfilment of procedures in accordance with regulations, legal certainty over land can be achieved, and land sale and purchase transactions can run without legal risks in the future.

The phenomenon of cancellation of land sale and purchase agreement (PPJB) deeds in Makassar shows the complexity of land sale and purchase transactions. These cancellations often occur due to defaults, such as the buyer's inability to make payments or the seller's failure to fulfil its obligation to transfer legal land rights. This is related to the provisions in Article 1243 of the Civil Code, which regulates compensation for failure to fulfil an agreement. In addition, disagreements between parties, such as disputes between husband and wife as landowners, are also a major factor in cancellation. Incompleteness of legal requirements, such as the absence of land certificates or unpaid taxes, also contributed to the cancellation, in accordance with Article 37 paragraph (1) of Government Regulation No. 24 of 1997.

The cancellation of the PPJB has a significant juridical impact. The parties must be restored to their original position, including the return of money paid, as stipulated in Article 1365 of the Civil Code regarding compensation. The buyer may lose the opportunity to own the land, and aggrieved parties often file for compensation. If the land has already been registered in the name of the buyer, cancellation of the PPJB requires restoration of ownership status to the seller, which involves additional legal proceedings. In some cases, if the land subject to the PPJB has been pledged to a third party, cancellation may lead to further legal complications, as per the principle in Article 1338 of the Civil Code that agreements must be executed in good faith. As a practical solution, a Sale and Purchase Engagement Deed (PJB) is made which functions as a preliminary agreement. The PJB provides legal certainty until the actual sale and purchase agreement can be executed.¹ In the PPA, the parties are bound by the agreed rights and obligations, as confirmed in Article 1320 of the Civil Code on the validity of agreements. The PPA also allows the buyer to obtain special authorisation to sign the Sale and Purchase Deed (AJB) on behalf of the seller if all requirements have been met. However, violations of the terms of the PPA can still lead to cancellation, either unilaterally or by mutual agreement, which carries certain juridical consequences in accordance with Article 1266 of the Civil Code on the cancellation of agreements through the courts. The practice of LGAP cancellation in South Sulawesi emphasises the importance of compliance with legal requirements to ensure the security of land transactions and minimise the potential for conflict.²

¹ Afifah, S. A. (2020). Analisis Yuridis Pembatalan Akta Perjanjian Pengikatan Jual Beli (PPJB) Hak Atas Tanah. *Syiah Kuala Law Journal*, 4(2), 123-140. <https://doi.org/10.24815/sklj.v4i2.17021>

² Palong, Wendy Arbertus (2022) "Kepastian Akta Pemindahan Hak Dan Kuasa Terhadap Objek Harta Setelah Dinyatakan Pailit (Studi Putusan Pengadilan Niaga Nomor 31/Pdt.Sus)," *Indonesian Notary: Vol. 4, Article 29*. Available at: <https://scholarhub.ui.ac.id/notary/vol4/iss1/29>

1. METHODOLOGY

Research in general can be classified into two types, namely sociological empirical research (field), namely research conducted with an approach to the reality of law in society. This research is based on the existence of symptoms in the form of a gap between expectations (*das solen*) and reality (*das sein*) in the field of law. and normative research, namely research conducted with an approach to legal norms or substance, legal principles, legal theories, legal arguments and legal comparisons. In this study, the author combines the two studies, namely in this type of research the researcher conducts research by combining both types of Normative and Empirical research with a Qualitative approach as mentioned above in a study..³

2. The Nature of Cancellation of Deed of Land Sale and Purchase Agreement in the Province of South Sulawesi

The nature of the cancellation of the Deed of Sale and Purchase Agreement (PPJB) of land in the South Sulawesi region relates to the essence or legal and social foundations that trigger the cancellation of the agreement. The cancellation of the PPJB can occur due to various factors related to formal legal provisions as well as social and cultural practices that influence land transactions. In the legal context, the cancellation of the PPJB refers to Article 1320 of the Civil Code (KUHPerdata), which regulates the legal requirements of an agreement, namely the agreement of the parties, the capacity to make an agreement, a certain matter, and a lawful cause. Non-compliance with these requirements can cause the agreement to be considered null and void. In addition, Law No. 5/1960 on the Basic Regulation of Agrarian Principles (UUPA) is also an important legal basis, especially in relation to land status, sale and purchase procedures, and ownership rights that must be carried out according to regulations. Non-compliance with formal legal requirements is often the main cause of PPJB cancellation, such as agreements that are not made before a notary or not complying with land law procedures such as checking certificates, signing sale and purchase deeds, and registering land at the National Land Agency (BPN).⁴

In some cases, the provisions of Article 37 of Government Regulation No. 24/1997 on Land Registration require the transfer of land rights to be registered to provide legal certainty. Land disputes are also one of the reasons for cancellation, whether between individuals, families or communities, such as third party claims or undivided inherited land. In some cases, customary values and local culture also play an important role, where incompatibilities between customary law and formal law are often the cause of cancellation. Based on an interview with a notary practising in South Sulawesi, PPJB cancellations also often occur due to people's ignorance of the correct legal procedures. Many people only rely on binding documents without checking the validity of the land documents or the legal status of the land. In addition, dishonesty from either party in providing information about the land, such as the existence of an ongoing dispute, also often triggers cancellation. The notary also highlighted that agreements that are not set out in an authentic deed are often considered legally weak, making them vulnerable to cancellation in the event of a dispute.⁵

³ Syahrudin Nawi, 2013, *Penelitian Hukum Normatif versus Penelitian Hukum Emiris*, UMI Toha

⁴ Sumarna, M. I. (2022). Akibat Hukum Terhadap Pembatalan Akta Perjanjian Pengikatan Jual Beli (PPJB) Tanah di Kota Makassar (Studi Kasus Kantor Notaris Kota Makassar). *Maleo Law Journal*, 6(1), 66–78. <https://doi.org/10.56338/mlj.v6i1.2360>

⁵ Zahra Alfianti, K., Rahmatiar, Y., Abas, M., & Sanjaya, S. (2024). Perlindungan Hukum Terhadap Pembeli Dalam Peralihan Hak Atas Tanah Melalui Jual Beli Di Bawah Tangan Berdasarkan Undang-Undang Nomor 5 Tahun 1960 Tentang Peraturan Dasar Pokok-Pokok Agraria Dan Peraturan Pemerintah Nomor 24 Tahun 1997 Tentang Pendaftaran Tanah (Studi Kasus Di Desa Cengkong Kecamatan Purwasari Kabupaten Karawang). *Jurnal Ilmu Hukum, Humaniora Dan Politik*, 4(6), 2789–2798. <https://doi.org/10.38035/jihhp.v4i6.2704>

Cancellation of a PPJB can also occur due to subjective defects in its making, such as an imbalance of rights and obligations, or if one of the parties commits a mistake or fraud, such as hiding the fact that the land is in dispute. Significant changes in circumstances, such as changes in land status or government regulations, can also be grounds for cancellation. In addition, cancellations are often made if one of the parties does not fulfil the conditions in the PPJB, such as the buyer not paying the land price within the agreed time or the seller not submitting the necessary supporting documents. In the context of administrative law, Article 1266 and Article 1267 of the Civil Code stipulate that the cancellation of an agreement must be done through certain mechanisms, including the giving of official notice and settlement in court in the event of a dispute. The involvement of third parties in land disputes, such as uninvolved heirs or parties with legitimate claims to the land, often triggers the cancellation of the agreement. Another factor that strongly underlies the cancellation of PPJB is default, which is the negligence or fault of one of the parties in fulfilling the agreed obligations. The legal consequences of PPJB cancellation include the end of rights and obligations born from the agreement. Legal cancellation can be done through deliberation or agreement between the two parties, where the defaulting party is willing to terminate the agreement. The cancellation process usually takes place before a notary by making a deed of cancellation to replace the previous agreement. This is in accordance with the principles of dispute resolution set out in Supreme Court Regulation No. 1 of 2016 on Mediation Procedures in Courts.⁶

The cancellation of the Deed of Sale and Purchase Agreement (PPJB) of land in the South Sulawesi region relates to the understanding that the deed is not null and void, but a joint decision of the parties listed in the deed not to bind themselves anymore or to cease to apply. In accordance with Article 1320 of the Civil Code (KUHPerdara), a new agreement is valid and binding if it fulfils four conditions: agreement of the parties, capacity to make an agreement, clear object, and halal cause. If one of these conditions is not met, the agreement can be cancelled.⁷ Notarial deeds are drafted based on the wishes of the parties appearing before the Notary, and without the will or request of the parties, the deed will never be made. The Notary's obligation is to draft the deed in accordance with the applicable law, so that the deed is qualified as an authentic deed that reflects the will of the parties, not the will or desire of the Notary. Based on Article 1868 of the Civil Code, an authentic deed has higher evidentiary power compared to a deed under hand. Notaries also have an obligation to provide explanations to the parties regarding applicable legal procedures, so that the actions outlined in the deed are in accordance with applicable legal provisions. In the event that the parties feel that the deed does not achieve the desired purpose or if the circumstances require changes, they can jointly and agree to go to the Notary to cancel or change the contents of the deed.

This process ensures that the deed still reflects the mutual wishes of the parties and follows legal procedures. The legal consequence of the default committed by the buyer in the agreement is the cancellation of the agreement according to the agreement of both parties. Article 1243 of the Civil Code states that if one party does not fulfil its obligations, the other party may cancel the agreement. In other words, both parties agree to cancel the agreement they have made, including the cancellation of the promised land purchase. In this case, the buyer will lose the right to purchase the land that was previously promised in the cancelled agreement.⁸

⁶ Winarno, J. (2017). KAJIAN NORMATIF TENTANG AKIBAT HUKUM PEMBATALAN PERJANJIAN PENGIKATAN JUAL BELI TANAH MENURUT KITAB UNDANG-UNDANG HUKUM PERDATA (KUHPerdara). *Jurnal Independent*, 5(1), 60. <https://doi.org/10.30736/ji.v5i1.62>

⁷ Putri Aulia, I. M. (2020). Akibat Hukum Klausula Pemutusan Secara Sepihak Dalam Perjanjian Pengikat Jual Beli (PPJB) Hak Milik Atas Tanah. *Acta Diurnal*, 3(2), 225. <https://www.mendeley.com/catalogue/ee5eb1c7-db52-35dc-88e2-96fa1788b37d/>

⁸ Arvi Tunaswati, & Edy Lisdiyono. (2023). PEMBATALAN PERJANJIAN PENGIKATAN JUAL BELI DAN KUASA MENJUAL KARENA ADANYA CACAT HUKUM AKTA (Studi Kasus Putusan Pengadilan Nomor 680/Pdt.G/2019/PN Sgr). *Jurnal Akta Notaris*, 2(1), 21–38. <https://doi.org/10.56444/aktanotaris.v2i1.891>

3. Application of Cancellation of Deed of Land Sale and Purchase Agreement in the Province of South Sulawesi

Based on the results of interviews between the author and the main informant Notary named (HS) at a notary office located in Makassar City, it is explained that the application of the cancellation of the Deed of Sale and Purchase Agreement (PPJB) of land in the South Sulawesi Province area can be analysed from the perspective of civil and agrarian law in Indonesia. In this case, there are several aspects that need to be considered, both in terms of legal basis, reasons for cancellation, cancellation procedures, and its application in the region. Legal Basis for PPJB Cancellation PPJB cancellation based on Indonesian law refers to several important regulations. First, the Civil Code (KUHPerdata), specifically Article 1320, which regulates the legal requirements of an agreement, namely the agreement of the parties, the capacity to make an agreement, a specific object, and a lawful cause. If these conditions are not met, then the agreement can be cancelled in accordance with applicable legal provisions. In addition, the Basic Agrarian Law (UUPA) Number 5 of 1960 is also an important legal basis, because the PPJB of land must pay attention to the status of the land and the legal subject in the land sale and purchase transaction. Regulation of the Minister of Agrarian and Spatial Planning/BPN Number 3 Year 1997 also stipulates that the PPJB must be registered and made in the form of a notarial deed in order to have legal force.⁹

Reasons for Cancellation of Land Agreement Cancellation of Land Agreement can occur due to several legal reasons. One of them is a legal defect in the agreement, such as an element of fraud, coercion, or non-compliance with the legal terms of the agreement. In addition, the incapacity of the legal subject is also a reason for cancellation, for example when one of the parties does not have the legal authority to bind themselves in the agreement, such as a seller who does not have rights to the land being sold. Problems with the object of the agreement can also be a reason for cancellation, such as the land being traded is in dispute or does not have a valid certificate. In addition, non-fulfilment of the parties' obligations, such as the buyer not paying in accordance with the agreement or the seller not delivering the land, can also lead to the cancellation of the agreement.

PPJB Cancellation Procedure The PPJB cancellation procedure can be carried out in two ways, namely non-litigation efforts and litigation efforts. In non-litigation efforts, the parties can resolve the cancellation through deliberation or mediation to reach a mutual agreement. However, if the deliberation is unsuccessful, then the parties can apply for cancellation through litigation, namely submitting a cancellation application to the District Court in the area where the land is located. The court will decide on the cancellation based on the evidence and legal facts available.¹⁰

Implementation in South Sulawesi In South Sulawesi Province, the cancellation of land contracts often occurs due to several factors, including customary disputes, customary land tenure that is traded without the consent of the customary community, and agrarian cases related to land status, such as state land that is illegally traded. In addition, land speculation practices can also lead to PPJB cancellation, where the party selling the land does not have legal ownership of the land. Examples of cases that often occur are the cancellation of PPJB because the land being bought and sold is in an inheritance dispute or because the seller does not have a valid certificate of ownership, so the PPJB is considered legally defective. The Role of Notaries and PPAT Notaries and Land Deed Officials

⁹ Wahyuni, S., Madiang, B., & Makkawaru, Z. (2021). ANALISIS WEWENANG NOTARIS DALAM PEMBUATAN AKTA PERJANJIAN PENGIKATAN JUAL BELI HAK MILIK ATAS TANAH DI KOTA MAKASSAR. *Jurnal Paradigma Administrasi Negara*, 3(2), 131–137. <https://doi.org/10.35965/jpan.v3i2.675>

¹⁰ Herdiawan, G. C., Hidayat, Y., & Suparji, S. (2024). Upaya Hukum Terkait Masalah Penjualan Rumah Susun yang Diikat dengan PPJB (Studi pada The H Tower, Jakarta Selatan). *Sang Pencerah: Jurnal Ilmiah Universitas Muhammadiyah Buton*, 10(1), 288–298. <https://doi.org/10.35326/pencerah.v10i1.4889>

(PPAT) have an important role in ensuring that the PPJB is made in accordance with applicable legal provisions.

If there is negligence or error from the notary or PPAT in the process of making the PPJB, then the cancellation of the PPJB can also involve a lawsuit against them. Deeds made by a notary have strong legal force, as the notary is authorised to objectively safeguard the interests of the parties and ensure that the agreement outlined in the deed is in accordance with applicable law. Court Decision In the case of PPJB cancellation, the District Court in South Sulawesi will decide based on available evidence, such as the PPJB deed, land certificate, and relevant witnesses. In addition, consideration of local customary law may also be taken if it relates to customary land disputes. The results of the analysis show that increasing legal awareness for the parties to the PPJB is very important, so that they understand the legal requirements in the agreement before making a decision. In addition, land registration and the issuance of valid land certificates also need to be prioritised to avoid future disputes.¹¹

The author also adds that the sale and purchase binding agreement is made in an authentic deed prepared by a notary. This deed has perfect evidentiary power and provides protection and legal certainty for the parties who make it. This is in accordance with the provisions in Article 1 paragraph (1) of the Notary Position Law No. 30 of 2004, which explains that a notary is a public official authorised to make authentic deeds. Based on Article 1868 of the Civil Code, deeds made by notaries in their position as public officials have the nature of authentic deeds, which have higher evidentiary power compared to deeds under the hand. In relation to the cancellation of an agreement, terms such as 'null and void', 'cancel', and 'demand cancellation' can be found in Articles 1449 and 1450 of the Civil Code, which state that an agreement can be cancelled if there is a violation of the objective conditions for the validity of an agreement. In addition, Articles 1332 to 1336 of the Civil Code regulate certain things in the agreement and halal causes. Agreements made with non-halal causes will only issue natural obligations that cannot be enforced before the law.¹²

Based on the results of interviews at the notary office, Kasmaningsih Kasim, SH, the legal consequences of cancelling the PPJB deed of land include: First, a fine in the form of a refund from the seller to the buyer if the seller does not fulfil its obligations in accordance with the agreed agreement. Second, the cancellation of the PPJB deed can be done by notary deed if one of the parties does not complete its obligations in the transaction in accordance with the predetermined time limit. In addition, an interview with Fatmi Nuryanti, SH, stated that the legal consequences of PPJB cancellation include that both parties must come to the notary office to cancel the agreement in good faith. If payment has been made, either partially or in full, the seller must return the money that has been paid. If no return is made, the buyer may suffer a loss. In addition, the cancellation of the PPJB deed can also have legal consequences in the form of fines and the inability to issue a deed of sale and purchase. Based on the responses gathered from 25 participants, the survey results reveal that 62.5% agree that the legal consequences of canceling a PPJB (Perjanjian Pengikatan Jual Beli, or Agreement for Binding Sale and Purchase) of land involve imposing a fine on the parties who breach the agreement. The data shows a significant consensus supporting the imposition of penalties for such breaches.

Table 1: Respondents' Opinion on the Imposition of Penalties for Breaching a PPJB

¹¹ Khotimah, K., Rahman, A., & Andriyani, S. (2023). Tanggung Jawab Notaris Akibat Adanya Pemalsuan Data Perjanjian Jual Beli Tanah Di Hadapan Notaris. *Private Law*, 3(2), 468-479. <https://doi.org/10.29303/prlw.v3i2.2610>

¹² Yoga Alfi Setiawan, & Suroto. (2023). PERTANGGUNGJAWABAN NOTARIS/PPAT DALAM PEMBUATAN AKTA JUAL BELI HAK ATAS TANAH OLEH BUKAN PEMILIK. *Jurnal Akta Notaris*, 2(1), 124-133. <https://doi.org/10.56444/aktanotaris.v2i1.902>

No.	Answer Options	Frequency	Percentage
1	Strongly Agree	25	62.5%
2	Agree	5	12.5%
3	Neutral	10	25%
4	Disagree	0	0%
5	Strongly Disagree	0	0%
Total		40	100%

The next survey result shows that 50% of respondents agree that a PPJB can be canceled by a notary if one party fails to fulfill their obligations in a timely manner. A smaller percentage (30%) agrees with this statement, while 20% are neutral.

Table 2: Respondents' Opinion on Cancellation of PPJB Due to Unfulfilled Obligations

No.	Answer Options	Frequency	Percentage
1	Strongly Agree	20	50%
2	Agree	12	30%
3	Neutral	8	20%
4	Disagree	0	0%
5	Strongly Disagree	0	0%
Total		40	100%

Both Notary Ibu Kasmaningsih Kasim, S.H., and Notary Ibu Fatmi Nuryanti emphasize that the imposition of fines and cancellation of the PPJB is designed to deter parties from breaching agreements and to uphold legal certainty and justice.

A case from the notary office of Kasmaningsih Kasim illustrates a scenario where the cancellation of the PPJB occurred due to a dispute between a seller and his wife regarding the sale of their house. The seller wanted to sell the property without involving his wife, but the notary explained that such a sale required the wife's consent since the property was jointly owned. After the wife refused to sign the PPJB, the sale was canceled. This case highlights that the legal consequences of canceling a PPJB include the return of any money already exchanged and the inability to proceed with the sale due to the lack of consent from a necessary party. In South Sulawesi, the legal consequences of canceling a PPJB include the following: Nullification of the Agreement: The canceled PPJB is considered void, meaning that all obligations arising from the agreement are no longer valid, and the parties are restored to their original positions before the agreement was made.

Refund or Compensation: If money has been paid (e.g., as a down payment), the seller must refund the money. If a party violates the agreement, the other party may seek damages. Unclear Land Status: If the cancellation involves land disputes or unclear land status, it can affect the ability to sell the property again or clarify the legal status of the land. Possible Legal Disputes: The cancellation can lead to further legal disputes, with parties seeking compensation for any losses incurred due to the breach. Need for New Agreements: If the PPJB is canceled due to procedural flaws or other issues, a new agreement may need to be made or the flawed document corrected. Liability of Notaries and PPATs: If a notary or PPAT (Pejabat Pembuat Akta Tanah) is at fault for a flawed PPJB, they may face professional sanctions or legal liability. Social Implications: In regions where customary law is influential, the cancellation of a PPJB may also affect the social relationships between the parties and the wider community. The author concludes that the cancellation of the PPJB Deed in the jurisdiction of South Sulawesi brings various legal consequences that are quite complex, both in terms of the civil rights of the parties, the legal status of the land, as well as social and customary implications in the community. To prevent cancellation, it is very important for the parties to:

1. Understand and comply with the applicable formal legal procedures.

2. Ensure the legality of the land and the validity of documents before entering into an agreement.
3. Involve a competent and experienced notary or PPAT.
4. Harmonise customary law with formal rules in land transactions.

Thus, the risk of cancellation of the agreement can be minimised, and legal certainty and stability in land transactions can be achieved.

4. CONCLUSION

Title legal consequences of the cancellation of the Deed of Sale and Purchase Agreement (PPJB) of land in the area of South Sulawesi Province is the creation of legal certainty, legal justice, and legal expediency, where the application of the cancellation is causes fines for parties who violate the agreement and cancel the PPJB Deed that has been agreed upon. The PPJB Deed that has been agreed between the two parties. This cancellation occurs if one of the parties does not complete its obligations in the land sale and purchase transaction at the predetermined time limit. transaction at a predetermined time limit, with the cancellation process carried out through a notarial deed as an effort to cancel the process is carried out through a notarial deed as an effort to uphold legal certainty and create justice for all parties involved. and create justice for all parties involved.

5. REFERENCE

- Afifah, S. A. (2020). Analisis Yuridis Pembatalan Akta Perjanjian Pengikatan Jual Beli (PPJB) Hak Atas Tanah. *Syiah Kuala Law Journal*, 4(2), 123–140. <https://doi.org/10.24815/sklj.v4i2.17021>
- Arvi Tunaswati, & Edy Lisdiyono. (2023). PEMBATALAN PERJANJIAN PENGIKATAN JUAL BELI DAN KUASA MENJUAL KARENA ADANYA CACAT HUKUM AKTA (Studi Kasus Putusan Pengadilan Nomor 680/Pdt.G/2019/PN Sgr). *Jurnal Akta Notaris*, 2(1), 21–38. <https://doi.org/10.56444/aktanotaris.v2i1.891>
- Herdiawan, G. C., Hidayat, Y., & Suparji, S. (2024). Upaya Hukum Terkait Masalah Penjualan Rumah Susun yang Diikat dengan PPJB (Studi pada The H Tower, Jakarta Selatan). *Sang Pencerah: Jurnal Ilmiah Universitas Muhammadiyah Buton*, 10(1), 288–298. <https://doi.org/10.35326/pencerah.v10i1.4889>
- Khotimah, K., Rahman, A., & Andriyani, S. (2023). Tanggung Jawab Notaris Akibat Adanya Pemalsuan Data Perjanjian Jual Beli Tanah Di Hadapan Notaris. *Private Law*, 3(2), 468–479. <https://doi.org/10.29303/prlw.v3i2.2610>
- Mursalim, F. R., & Makkuasa, A. (2022). Ganti Kerugian Pembebasan Lahan Rel Kereta Api Yang Tidak Sesuai Dengan Kesepakatan Pemilik Tanah: Studi Kasus Nomor 40/PDT. G/2020/PN. *Mrs. Journal of Lex Generalis (JLG)*. Retrieved from <https://mail.pasca-umi.ac.id/index.php/jlg/article/view/1087>
- Palong, Wendy Arbertus (2022) "Kepastian Akta Pemindehan Hak Dan Kuasa Terhadap Objek Harta Setelah Dinyatakan Pailit (Studi Putusan Pengadilan Niaga Nomor 31/Pdt.Sus)," *Indonesian Notary: Vol. 4, Article 29*. Available at: <https://scholarhub.ui.ac.id/notary/vol4/iss1/29>
- Putri Aulia, I. M. (2020). Akibat Hukum Klausula Pemutusan Secara Sepihak Dalam Perjanjian Pengikat Jual Beli (PPJB) Hak Milik Atas Tanah. *Acta Diurnal*, 3(2), 225. <https://www.mendeley.com/catalogue/ee5eb1c7-db52-35dc-88e2-96fa1788b37d/>
- Sumarna, M. I. (2022). Akibat Hukum Terhadap Pembatalan Akta Perjanjian Pengikatan Jual Beli (PPJB) Tanah di Kota Makassar (Studi Kasus Kantor Notaris Kota Makassar). *Maleo Law Journal*, 6(1), 66–78. <https://doi.org/10.56338/mlj.v6i1.2360>
- Syahrudin Nawi, 2013, *Penelitian Hukum Normatif versus Penelitian Hukum Emiris*, UMI Toha
- Syahyuti, Syahyuti. "Pengaruh Politik Agraria Terhadap Perubahan Pola Penguasaan Tanah Dan Struktur Pedesaan Di Indonesia." *Forum Penelitian Agro Ekonomi*, vol. 19, no. 1, 2001, pp. 21-

- 32, <https://www.neliti.com/publications/55956/pengaruh-politik-agraria-terhadap-perubahan-pola-penguasaan-tanah-dan-struktur-p#cite>
- Wahyuni, S., Madiung, B., & Makkawaru, Z. (2021). ANALISIS WEWENANG NOTARIS DALAM PEMBUATAN AKTA PERJANJIAN PENGIKATAN JUAL BELI HAK MILIK ATAS TANAH DI KOTA MAKASSAR. *Jurnal Paradigma Administrasi Negara*, 3(2), 131–137. <https://doi.org/10.35965/jpan.v3i2.675>
- Winarno, J. (2017). KAJIAN NORMATIF TENTANG AKIBAT HUKUM PEMBATALAN PERJANJIAN PENGIKATAN JUAL BELI TANAH MENURUT KITAB UNDANG-UNDANG HUKUM PERDATA (KUHPERDATA). *Jurnal Independent*, 5(1), 60. <https://doi.org/10.30736/ji.v5i1.62>
- Yoga Alfi Setiawan, & Suroto. (2023). PERTANGGUNGJAWABAN NOTARIS/PPAT DALAM PEMBUATAN AKTA JUAL BELI HAK ATAS TANAH OLEH BUKAN PEMILIK. *Jurnal Akta Notaris*, 2(1), 124–133. <https://doi.org/10.56444/aktanotaris.v2i1.902>
- Zahra Alfianti, K., Rahmatiar, Y., Abas, M., & Sanjaya, S. (2024). Perlindungan Hukum Terhadap Pembeli Dalam Peralihan Hak Atas Tanah Melalui Jual Beli Di Bawah Tangan Berdasarkan Undang-Undang Nomor 5 Tahun 1960 Tentang Peraturan Dasar Pokok-Pokok Agraria Dan Peraturan Pemerintah Nomor 24 Tahun 1997 Tentang Pendaftaran Tanah (Studi Kasus Di Desa Cengkong Kecamatan Purwasari Kabupaten Karawang). *Jurnal Ilmu Hukum, Humaniora Dan Politik*, 4(6), 2789–2798. <https://doi.org/10.38035/jihhp.v4i6.2704>