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Land Sale and Purchase Through a Power of Attorney Deed

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Abstract: This research examines the legal implications of granting a notarial power of attorney for land sale and purchase transactions. A normative juridical method is used in this sort of study. This study was conducted qualitatively and look at primary and secondary legal materials thoroughly. The aim of this study is to determine the legal foundation of sale and purchase contractual agreements, the authority to sell and/or release rights and whether the notary or PPAT violates laws and principles. A notary official grants a notary power of attorney in writing. The findings revealed that, from the standpoint of Conventional law, A selling and purchase contract with A legal type is a power of attorney. of authentic deed that fits the agreement's legal requirements, according to The Civil Code, Article 1320. However, a binding document of sale and purchase is not a requirement for a land transaction under agrarian law. This is due to the fact that transactions relating to land can only be considered valid and if the deed is signed by an official authorized to make a land deed.

Keyword: Deal, Notarial Deed, Selling, The Parties

INTRODUCTION

Land plays a fundamental role in human life as a place to live, to cultivate, and even as a final resting place after death. In a situation where Everyone has increasing needs and interests. It is possible that a person who has rights and obligations cannot do so to fulfill his obligations independently (Maharani et al., 2023). This can happen because there are obstacles to common interests. To fulfill his interests, the help of others is necessary, so that a representation appears in which the interests of a person are supervised for the benefit of others rather than for himself is called the granting of power based on Civil Code Article 1792. A power of attorney is a legal instrument authorizing one party to act on behalf of another in specific legal matters, when a person manages the interests of others rather than for himself (Pohan & Sembiring, 2025).

Power of attorney or delegation of authority, used to facilitate daily tasks and affairs. It is used not only by legal practitioners for their clients but also by the general public in everyday transactions. The authority to take legal action unilaterally on behalf of and in the interests of power of attorney (Murtadho & Assaris, 2024). To put it another way, just one party has the responsibility to as the power of attorney, carry out the achievement. The Sale and Purchase Binding Agreement (PPJB) is the most common application of a power of

attorney (PPJB) in relation to a plot of land since the formal requirements have not been fulfilled during acquisition and disposal (Martinouva et al., 2022).

It is possible that this authorization agreement can be divided into the following two categories: (Lusiana & Arfamaini, 2022)

1. General power
2. Special warrants

One type of authorization that is widely granted to do whatever is required by the authorizer and covers all government interests. The activities that the assignee can perform are described in a power of attorney, which is a grant of power of attorney that is granted for one or more reasons and that must be given. Transferring movable or immovable property rights falls under this special power of attorney, laying down mortgages and taking additional actions permitted only by the owner (Rozaqi, 2024).

The written approval made by the notary official is known as the notary legal representative. Power of attorney is another term in exchange for a signed power of attorney, is a proposal of authority made by a notary official based on their own thinking, or it can be a standard draft used by a notary official.

This power of attorney also satisfies the requirements outlined in Civil Code Article 1793, which states that a power of attorney may be conferred by a common act, handwriting, a letter, or a conversation (Sujono, 2022). The original document prepared by or witnessed by a notary, is written evidence in civil proceedings is one way to prove a civil procedure. Notaries can make all deeds, agreements, and legislation sought by interested parties to be incorporated into the original deed. Therefore, the notary's authority, that is the power to enact legislation, understands certain and general deeds (Janice et al., 2023).

This situation is different from the regulations on sale and purchase agreements in the Civil Code, as stated in the Civil Code, Article 1458, which says despite the fact that the products if the goods have not been delivered or the money has not been made (Kurniawan & Noer, 2024). A sale and purchase are deemed to have occurred once both parties agree on the object and the price. The article claimseven if the promised items were not delivered or the price was not paid, the agreement is considered to have existed since the conclusion of the agreement.

Business Use Rights are established by Government Regulation 40 of 1996. Building and Land Use Rights, Minister of Agrarian State Regulation No. 3 of 1997 Concerning Procedures for Implementing The 1997 Government Regulation No. 24 (Miptahuddin, 2024). When land is sold, a buy and sell agreement or binding between a deed must be written out between the parties. Before entering into a clear land title sale and buy agreement, the parties must meet. A sale and purchase deed must be regarded legitimate evidence in order to be considered valid proof, a party must make it before a notary official or by a notary public (Halimi, 2023).

A third party frequently acts as the vendor's representative in the selling and purchasing transaction by signing a general power of attorney to sell. In this case, the authority to sell is granted by the landowner who is the selling party, not personally present when the sale and purchase contract is signed. This happens for several reasons (Faradiba et al., 2025). For example, he cannot leave his job because the sale is made outside the city. For example, if a debt receivable agreement involves the sale of land with the debtor's absolute power of attorney and title certificate as collateral for selling collateral in case the creditor fails to pay the debt.

Taking into account the above background. The concept of this research issue is how to evaluate the property buy and sell agreements legal foundation by signing a proxy in front of a notary. Thus, in a purchase and sell transaction, both the seller and the buyer have the ability to give power of. Various problems often arise when granting this power of attorney, such as how in property acquisition and selling agreements, a power of attorney is legally

binding and the judicial ramifications of selling land in accordance with civil code rules, by a power of attorney.

This study's goal is to obtain understanding, additionally to a legal examination of the presence of absolute power of attorney in land sale agreements because its application is in normative juridical research. Specifically, legal standards pertaining to the function of notaries as officials with the authority to execute land transfer deeds and notaries as general officials authorised to make deeds of sale and purchase, the approach used is a statutory approach. This strategy takes into account the rules and regulations relevant to the legal issues under consideration.

METHOD

Normative juridical research, which is the approach taken in this work, examines laws and rules that govern issues by closely studying how these regulations are applied in real-world situations. This study applies a descriptive-analytical approach, in which the researcher interprets and evaluates legal materials within a theoretical framework, evaluating, and interpreting the data gathered using the theoretical framework and understanding that emerges from the data interpretation process.

RESULTS AND DISCUSSION

Use of the Notary Position Law in Land Sale and Purchase Agreements

Relationships are essentially created by promises. Although Book III BW discusses engagement, there is no chapter there that explains what is meant by engagement. The notion of such bonding has evolved. According to Pitlo, an engagement (*verbinten*) is a legal relationship between two or more parties, in which one party has a right and the other has an obligation, in which one party (creditor) has rights and the other party (debtor) has obligations (Vellinda, 2022). Depending on the type of agreement concluded by the parties concerned, in the opinion of experts, an agreement may result in one or several agreements (Busroh et al., 2024).

Basically, rights and responsibilities are born in the realm of the law of the agreement. The parties who reach the agreement as a result of the agreement's implementation, shall have rights and obligations. That is, the party entering into the agreement or the maker of the agreement voluntarily binds itself to surrender something, act or not act for the benefit and benefit of the party against whom he has promised or bound himself with guarantees or dependents in the shape of owned and to be owned property the contracting party or who has bound himself. The voluntary nature of an agreement must derive from the will of the party making it and be executed with the intention of the party making it (Hernoko, 2022).

A reciprocal agreement in which one party (seller) promises to deliver the goods is provided for in Article 1457 BW (Suyanto et al., 2022). When the other party agrees to pay the purchase price, which is money in exchange for ownership. When a new seller and buyer promise to sell or buy land, they enter into a legally binding selling and buy agreement. In addition, they hand over a sum of money. Although they only promised each other, the sale and purchase agreement itself had already happened because of it. According to The Civil Code, Article 1458, even lawmakers consider it an obligation to affirm it, stating When two parties reach a price and goods agreement, the sale and purchase are regarded to have occurred even if the things have not been delivered or the entire price has not been paid (Azis, 2024).

In accordance with the Civil Code, title cannot be transferred from seller to buyer only with a buy and selling contract. Another thing needed to transfer title to the goods sold is surrender. A sale and purchase agreement is categorized as a consensual agreement because it creates mutual obligations between the parties. The surrender itself is a buy and sell agreement (Bagenda et al., 2024). This is also known as a temporary sale and purchase

agreement, or voorlopig koopcontract. Required agreements and material agreements fall at the same time for agreements on the purchase and sale of movable goods.

The original deed is always utilised in the purchase and sale agreement. According to Civil Code Article 1868, a deed made by or in the presence of a public servant authorised for it and in the legal form is called an authentic deed (Sunardi, 2023).

In cases where the original deed is used as complete evidence in the trial, the judge will not dispute its veracity or ask for additional evidence. This is due to the fact that a legitimate deed is executed by a public employee or official who is authorised to do so, where the state entrusts the employee or general official to carry out some of the duties of the state government. Thus, the decision since they are people respected by the state, the decisions made by such officials or public servants need not be refuted.

According to Article 1 of Notary Public Positions Act No. 30 of 2004. General officials who are authorised to produce legitimate acts and other authorities specified in this law are called notaries (Wahid et al., 2024). For all actions, a notary public is the authorized public official and the sole party authorised by law to execute valid deeds, agreements, and judgements; These laws can also be made according to the interests of each party who wants the actual law made.

The legally binding sale and purchase agreement is identical to a conventional contract. As already stated the purchase and sale of buy contractual the agreement is founded on accordance to Book III of the Civil Code (Bianty & Gunadi, 2025). A preliminary agreement, like a binding agreement, is a buy and selling contract. Thus, the main accord to be completed strengthens the binding agreement of selling and purchase (Fakhrizal, 2017). Thus, the main agreement can be strengthened with them, as well as terminate the legal relationship between the parts of the legally enforceable sale and purchase agreement upon its execution.

One specific type of power is the power to sell, which is granted through a binding agreement to sell land rights before a notary public. There are many factors that hinder the drafting to sell oneself with a power of attorney, where the grantor or it is impossible for the owner of the property to appear before the authorized official because they are sick, because they are not present temporarily, the grantor or holder of land title cannot appear in front of the competent authority.

Legal Protection For Parties Who Have Taken Land Rights

The deliberate transfer of property rights to third parties is referred to as a transfer of land ownership. After the fundamental agrarian law comes into force, land rights can be transferred through sale, exchange, grant, or testamentary gift, granting property rights according to tradition and other practices.

Land Registration Regulation No. 27 of 1997, Article 37, Paragraph (1) says: firm land and property rights transfer by purchasing and selling, swapping, granting, gathering corporate data, and any other legal processes involving except for a deed made by PPAT (Rahmah et al., 2024). It is necessary to transfer rights in order to record the auctioning off of rights, who are responsible according to applicable legal regulations.

Basically, the parties to an agreement usually enter into it written or in the form of a genuine deed but sometimes they also enter into it orally. The parties concerned usually do not have significant consequences from the agreement that resulted in the agreement in question. However, as indicated above, agreements made in writing or by authentic deed are essentially made to provide the parties additional legal clarity and confidence participating in the agreement, unless the law stipulates that the agreement must be in a predetermined form.

The activities of the subject of law against the object of law or other consequences caused or perceived because of the legislation itself. If the land is sold and purchased, it is an action that is considered legally valid according to the Sale and Purchase Deed of the Land Deed Making Officer (AJB). However, there are times when an agreement to buy and sell

(AJB) cannot be drafted for various reasons (Suratman & Sholichah, 2023). As a result, before granting a selling power of attorney, as well as a Sale and Purchase Binding Agreement must be signed. Both the seller and the buyer should be aware of the prohibition against using the Absolute Power of Attorney is granted upon execution the Sale and Purchase Agreement in this regard (Danaparamita & Fadhillah, 2021). In compliance with Instruction No. 14 of the Minister of Home Affairs, dated 1982. This forbids the use of total authority to transfer land rights, it is stated under its guidelines that: (Andari Pernia Deka, 2021)

1. Prohibit sub districts, village heads, and officials of their rank from producing or supporting a general power of attorney that transfers land rights.
2. In the first dictum, power that has components that cannot be revoked by the authorizer is defined as power.
3. Absolute power, which means granting title to land, gives the assignee the authority to govern and use the property and to carry out any activities approved by the holder of the right.
4. prohibit agricultural authorities from functioning as land settlement agents by utilising as proof of property transfer an absolute power of attorney.
5. The regulations will further regulate issues concerning the ban of utilising absolute force to surrender land rights.

Power of attorney generally does not matter much, only for the authority stipulated in the purchase and sale agreement, which declares the unrevocable authority. Thus, Instruction No. 14 of the Minister of Home Affairs, dated 1982, it is forbidden to utilise absolute authority to transfer land rights by many parties and is considered a grant of absolute power. Following the implementation of in 1982, Instruction No. 14 was issued by the Minister of Home Affairs, total territorial dominance was no longer relevant. This prohibition due to the fact that ultimate power is often abused for land transactions in disguise.

Power of attorney given in a notarial contractual agreement for selling and acquisition, when the authorizer's rights have been satisfied but the sale and purchase cannot be given to the buyer due to the certificate has not been completed behind the name or because of the location of the land outside the notary area. The power is only given to make a sale and purchase to the buyer himself not to other parties and not given to keep stray odds. This is created to ensure that the buyer, or the power of attorney, has the rights they should have.

Trading doesn't always go smoothly; sometimes, unpredictable things actually happen, and in general this problem arises at a later date because there are still loopholes that the party who wants to cancel can use to defend themselves in case of a dispute, even using the agreement to their advantage, because in terms land sales and purchases the power of attorney and purchase and sale binding deed do not give adequate proof. The land transaction cannot take place unless the PPAT is completed and registered at the local land office. and purchase transaction be considered legally valid (Prakoso et al., 2024).

Letter a to article 16 paragraph (1) of Law No. 30 of 2004 Concerning Notary Positions, every notary when creating a notary deed, all parties must consider legal protection which said (Putu Ayu Sriasih Wesna & I Gusti Putu Dena Dharma Putra, 2023): Notaries are responsible for: act trustfully, to preserve the interests of those participating in judicial proceedings honestly, exhaustively, independently, and impartially.

According to the provisions under binding sale and purchase agreement specified above. The defendant has permission to take legal action as done by the landowner in accordance with minister of the second dictum is included in Home Affairs Instruction No. 14 of 1982, letter b, this clause clearly refers to the absolute power of prohibition as the following example: Basically, the transfer of title to property is an absolute power, granting

the receiver the ability to manage and use the land as well as undertake all legal activities (Kristanto et al., 2025).

The powers mentioned above are permanent and cannot be revoked or terminated for the reasons stated in the law to terminate such powers, said Article 3 of PPJB. This is due to the fact that such power is an integral part of the agreement this is and will not be done if this authority is revoked or terminated. Because of the provision, the plaintiff does not have the ability to revoke the power of attorney that has been granted to him. In other words, including unlimited authority, which is forbidden under Regulation 14 the 1982 Minister of Home Affairs, the second dictum letter a In the First Dictum, power of thumb means power comprising components that cannot be removed by the source of power. The exercise of absolute authority to transfer rights is also in conflict with the terms of a contract for the selling and purchase of land, as provided in Article 38 paragraph (1) in conjunction with Government Regulation No. 24 of 1997 Governing Land Registration, Article 37, paragraph (1).

CONCLUSION

The study concludes that the use of absolute powers of attorney in land sale and purchase transactions should be avoided unless the transfer of ownership is formally executed before a Land Deed Official (PPAT). To give the parties involved legal assurance, the use of absolute power related to land PPJB made in front of a notary is carried out, especially the buyer, that the selling and purchase transaction shall proceed as agreed following the selling and acquisition requirements have been met. Because PPJB anah does not cover the exercise of absolute authority is illegal under the law, the use of unlimited authority is legal and does not constitute a violation of the law. The parties concerned shall respect and abide by the legal consequences resulting from this use, which are irrevocable consequences. If the law uses power of attorney as the foundation for a selling and purchase agreement, the purchaser has the authority to exercise or represent all legal interests related to the seller's estate. This means that the rights that the land seller has provided the land buyer, and it is possible that the wrong practice of buying and selling land uses power.

REFERENCES

- Andari Pernia Deka, A. (2021). Peralihan Hak Atas Tanah Yang Menjadi Objek Sengketa Dalam Perspektif Penegakan Hukum. *Recital Review*, 3(2), 190–215. <https://doi.org/10.22437/rr.v3i2.12833>
- Azis. (2024). Kedudukan Down Payment (DP) Akibat Pembatalan Jual. *Legal Opinion*, 12(2). file:///C:/Users/User/Downloads/_JURNAL+AZIS.pdf
- Bagenda, C., Noya, S. W., Jaya, K., Tyaswati, A., Lestari, W., Murni, S., Penelitian, A., Kunci, K., Beli, J., Kewajiban, D., Perdata, S. E., & Agung, M. (2024). Hak dan Kewajiban Para Pihak dalam Perjanjian Jual Beli Menurut KUH Perdata Rights and Obligations of the Parties in a Sale and Purchase Agreement According to the Civil Code. *Jurnal Kolaboratif Sains*, 7(12), 4636–4643. <https://doi.org/10.56338/jks.v7i12.6594>
- Bianty, T., & Gunadi, A. (2025). Legal Force Of Binding Sale Purchase Agreement Under Hand Reviewed From The Principle Of Pacta Sunt Servanda. *De Lega Lata: Jurnal Ilmu Hukum*, 10(2), 151–156. <https://doi.org/10.30596/dll.v10i2.24375>
- Busroh, F. F., Khairo, F., & Zhafirah, P. D. (2024). Actio Pauliana Principle in Indonesian Business Law. *Halu Oleo Law Review*, 8(1), 1–13. <https://doi.org/10.33561/holrev.v8i1.104>
- Danaparamita, B. B., & Fadhilah, M. (2021). Validity of Selling Power in the Binding of Land Sale and Purchase Agreement. *Hang Tuah Law Journal*, 5(1), 38–51. <https://doi.org/10.30649/htlj.v5i1.26>

- Fakhrizal, N. A. (2017). Perlindungan Hukum Terhadap Ahli Waris Yang Memperoleh Warisan Tanah Absentee. *Perspektif*, 22(3), 238. <https://doi.org/10.30742/perspektif.v22i3.628>
- Faradiba, L. S., Umar, H., & Putra, A. K. (2025). Konstruksi Kuasa dalam Praktik Jual Beli Tanah. *Wajah Hukum*, 9(1), 50. <https://doi.org/10.33087/wjh.v9i1.1671>
- Halimi, H. (2023). Notary Responsibility for Third Party Losses Due To the Issuance of the Deed of Binding of Land Purchase Agreement. *Trunojoyo Law Review*, 5(2), 101–128. <https://doi.org/10.21107/tlr.v5i2.21163>
- Hernoko, A. Y. (2022). *Hukum Kontrak*. AUP.
- Janice, C., Ismelina, M., & Rahayu, F. (2023). Responsibilities and Authorities of the Notary for the Legalization of Authentic Deeds. *Law Doctoral Community Service Journal*, 2(1), 14–19. <file:///C:/Users/User/Downloads/kumara,+14-19.pdf>
- Kristanto, Y. Y., Khairunnisah, & Pasaribu, B. K. (2025). Civil Law Aspects in the Making of a Power of Attorney To Sell in the Process of Transferring Land Rights. *Awang Long Law Review*, 7(2), 275–281. <https://doi.org/10.56301/awl.v7i2.1502>
- Kurniawan, R., & Noer, Z. (2024). A Contract Reviewed From the Perspective of Civil Law in Indonesia May Be Delayed Due To Force Majeure. *Iblam Law Review*, 4(1), 135–148. <https://doi.org/10.52249/ilr.v4i1.223>
- Lusiana, M. G., & Arfamaini, R. (2022). Evaluasi Penerapan Sistem Pengendalian Internal atas Penjualan Kredit pada PT. Tri Teknik Perkasa. *Jurnal Manajemen Keuangan Publik*, 6(1), 32–49. <https://doi.org/10.31092/jmkp.v6i1.1553>
- Maharani, A., Wirayudha, A. S., & Firdausi, A. P. R. (2023). Implementasi Hak dan Kewajiban Warga Negara dalam Upaya Meningkatkan Karakter Mahasiswa. *Indigenous Knowledge*, 2(3), 247–253. <file:///C:/Users/User/Downloads/79393-233709-1-PB.pdf>
- Martinouva, R. A., Panheti, L., Renaldy, R., & Arief, A. (2022). *Legal Position Of Bonding The Buying Of Land Plot Above Master Certificate Of Land Proprietary Rights In Kampung Sukamandi Way Gubak Bandar Lampung*. 17(1), 64–74. <file:///C:/Users/User/Downloads/270-Article Text-597-1-10-20220425.pdf>
- Miptahuddin, C. (2024). The Problem of Ownership of Land Rights is Reviewed Based on the Law and Government Regulations. *Advances In Social Humanities Research*, 2(5), 784–803. <https://doi.org/10.46799/adv.v2i5.250>
- Murtadho, A., & Assaris, E. (2024). Judge's Considerations in Land Sale and Purchase Agreements Through Absolute Power of Attorney (Case Study of Denpasar District Court Decision Number 679/Pdt. G/2021/PN Dps. *Legal Brief*, 13(1), 224–231. <file:///C:/Users/User/Downloads/firta,+Achmad+Murtadho.pdf>
- Pohan, N. T., & Sembiring, R. (2025). *Peran Notaris dalam Memberikan Kepastian Hukum terhadap Hak Mewaris Penderita Ambiguous Genitalia berdasarkan Hukum Waris Islam*. 14(1), 148–163.
- Prakoso, C. A., Adonara, F. F., & Effendi, A. (2024). Perlindungan Hukum Terhadap Pembeli Tanah yang Akta Jual Belinya Tidak Didaftarkan di Kantor Pertanahan. *Aurelia: Jurnal Penelitian Dan Pengabdian Masyarakat Indonesia*, 3(2), 1349–1367. <file:///C:/Users/User/Downloads/2725-15407-1-PB.pdf>
- Putu Ayu Sriasih Wesna, & I Gusti Putu Dena Dharma Putra. (2023). Legal Consequences for Deed that is Not Signed Before a Notary. *Kertha Wicaksana*, 17(1), 88–92. <https://doi.org/10.22225/kw.17.1.2023.88-92>
- Rahmah, S., Jalil, H., & Kadir, M. Y. A. (2024). Legal Dilemma for Land Deed Officials in Transferring Land Title Within Agrarian Reform in Indonesia: A Study in Aceh, Indonesia. *Samarah*, 8(1), 556–578. <https://doi.org/10.22373/sjhg.v8i1.16898>
- Rozaqi, M. (2024). Legal Position of Power of Attorney to Encumber Mortgage Rights in Subsidized Home Ownership Credit Facilities. *Journal of Constating (JK)*, 3(1), 291–302. <file:///C:/Users/User/Downloads/36406-93184-1-PB.pdf>

- Sujono, I. (2022). A Power Of Attorney Legality For Indonesian Citizens From Overseas To Proceed In Indonesian Courts. *Jurnal Hukum Magnum Opus*, 5(2), 162–174. <https://doi.org/10.30996/jhmo.v5i2.6407>
- Sunardi, H. B. S. (2023). The Power Proof Of Deed Under Hand Is Associated With The Authority Of Notary In Legalization And Waarmerking Based On Law Number 2 Of 2014 On Notary Position (Study On Several Notary Offices In Malang Regency). *International Significance of Notary*, 3(1), 43–59. <file:///C:/Users/User/Downloads/22172-64882-1-PB.pdf>
- Suratman, H., & Sholichah, C. I. (2023). Cancellation Of The Deed Of Land Sale And Purchase Agreement Due To One Of The Parties Defaulting , Viewed From The Aspects Of Legal Certainty And The Value Of. *International Significance of Notary*, 3(1), 24–44. <https://jim.unisma.ac.id/index.php/SIGN/article/viewFile/24348/18282>
- Suyanto, Thoif, M., & Subekti. (2022). Validity of Selling Plants of Land with Credit in The Prespective of National Agrarian Law. *Legal Brief*, 12(5), 2993–2999. <https://doi.org/10.35335/legal.Validity>
- Vellinda, F. (2022). Legal Protection of Debtors and Creditors Against Transfer of Receivables (Cessie) in The Event of Bankruptcy Related to The Principle of Justice. *Pandecta Research Law Journal*, 17(2), 237–244. <https://doi.org/10.15294/pandecta.v17i2.37632>
- Wahid, A. I., Fachrur, M., & Mahka, R. (2024). Responsibilities of Notaries as a Public Official in Making Authentic Deeds. *JIHAD : Jurnal Ilmu Hukum Dan Administrasi*, 6(2), 39–44. <file:///C:/Users/User/Downloads/6936-32734-1-PB.pdf>