

## The Effectiveness of Article 127b of Permen ATR/KPBN No. 16 of 2021 On The Implementation of The Registration of PPJB Deeds and Lease Agreements For Registered Land At The Land Office (A Study In Malang Raya)

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### ABSTRACT

This study examines the effectiveness of Article 127b of Permen ATR/BNP Number 16 of 2021, which pertains to the registration of Deeds of Sale and Purchase Agreements (PPJB) and Deeds of Lease on registered land at the Land Office. The legal issue raised is the discrepancy between *das sein* (the reality on the ground) and *das sollen* (the legal provisions that should apply). In the Malang Raya region, these provisions are often overlooked or not implemented as they should be, resulting in numerous disputes over land and buildings based on PPJB and lease agreements. This study employs an empirical method grounded in theories of legal effectiveness, legal certainty, and legal utility. The results of the study indicate that the implementation of Article 127B has been ineffective because the three indicators of legal effectiveness—legal Substance, legal Structure, and legal culture—have not been met. The primary causes are the inadequate enforcement of regulations and a lack of understanding among relevant parties regarding the registration mechanism. Therefore, technical guidelines, as well as socialization and training, are necessary to enhance the effectiveness of implementing this article and prevent disputes in the future.

### Keywords

Law Effectiveness,  
Registration for  
Purchase Binding  
Agreements and Lease  
Agreements

### INTRODUCTION

The Sale and Purchase Agreement (hereinafter referred to as PPJB) and Lease Agreement for land and/or buildings are also based on the principle of freedom of contract. The principle of freedom of contract under Indonesian contract law covers the scope that every person has the freedom to make or not to make an agreement, the freedom to choose the party with whom he wishes to agree, the freedom to determine or choose the cause of the Agreement to be made, the freedom to determine the object of the Agreement, the freedom to determine the form of an agreement, and the freedom to accept or deviate from optional provisions of the Law (Mokodompit, 2017).

Registration of PPJB and Lease rights with the relevant City/Regency Land Office. For the registration of land, there is an interesting provision in Permen ATR/KPBN No. 16 of 2021. Currently, not only deeds made by PPAT can be registered with the Land Office, but deeds made by notaries can also be registered with the Land Office. Of course, there are similarities and differences between the two, that are:

**Table 1. Differences and Similarities between Registration of Rights and Recording of Rights**

Registration of Rights	Registration of Rights
1. Data collection: Physical data (location, boundaries, and land area) and legal data (ownership and land status). 2. Recording in the Land Registry: This process involves recording physical and legal data that will be included in the land registry and certificate as proof of ownership. 3. Certificate issuance: After the data is recorded, a land rights certificate is issued as proof of legal ownership or control.	1. Data collection: Physical data (land area) and legal data (ownership and land status). 2. Recording in the Land Registry: This process involves recording physical and legal data to be included in the land registry and certificates as proof of ownership and rights.

Source: processed by researcher, 2025

The registration referred to is the PPJB Deed and the Lease Deed for rights to land and/or buildings made in the form of a notarial deed, the registration of which is now regulated in land administration activities, as per Article 127B of the Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency Number 16 of 2021 concerning the Third Amendment to the Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency Number 3 of 1997 concerning the Implementation Provisions of Government Regulation Number 24 of 1997 concerning Land Registration (hereinafter referred to as Permen ATR /KBPN No. 16 of 2021). With this regulation, PPJB deeds and lease deeds become deeds that can be registered in addition to deeds made by PPAT.

In Article 127B, it is stipulated that:

(1) Interested parties may apply for the registration of a sale and purchase agreement or lease agreement for registered land to the Land Office.

(2) The registration referred to in paragraph (1) shall be made in the general register and/or the Certificate of Land Rights or Ownership Rights to a Unit in a Residential Building on the page for changes with the following statement:

a. "This Land Rights/Ownership Rights to a Unit in a Residential Building is the subject of a Sales and Purchase Agreement between the Rights Holder and ..... by the Sales and Purchase Agreement Deed Number ..... dated .... made by ....., Notary in ....."

b. "This Land Rights/Ownership Rights to a Unit in a Multi-Unit Residential Building are the subject of a Lease Agreement between the Rights Holder and ..... by Lease Agreement Deed Number ..... dated .... drawn up by ....., Notary in ....."

(3) The recording referred to in paragraph (1) shall be made at the request of the Interested Party with the following provisions:

a. submitting a copy of the sale and purchase agreement or lease Agreement for the land and the identities of the parties to the Land Office; and

b. bringing the original Land Rights Certificate or Ownership Rights to the Apartment Unit in question for registration.

Based on these provisions, it has been stipulated that a PPJB Deed and a Lease Agreement for land and/or buildings may be registered with the Land Office upon request by the interested party. Paragraph (2) also stipulates the wording for the registration of the PPJB and Lease Agreement for land and/or buildings in the certificate, provided that a Notarial Deed is used to make the Agreement.

Further provisions regarding the cancellation of the registration of the PPJB Deed and the Lease Agreement for land and/or buildings are also stipulated in paragraph (4), which states that:

(4) The registration referred to in paragraph (2) shall be removed after a request for removal of the registration by the applicant for registration and shall be made in the general register and/or the Land Rights Certificate or Ownership Rights Certificate for a Unit in a Residential Building on the page for changes with the following wording:

a. "The registration of Land Rights/Ownership Rights to a Unit in a Residential Building as the subject of a Sales and Purchase Agreement with Sales and Purchase Agreement Deed Number ..... dated .... made by ....., Notary in ....., is deleted";

b. "The registration of Land Rights/Ownership Rights to Apartment Units as the object of a Lease Agreement with Lease Agreement Deed Number ..... dated .... drawn up by ....., Notary in ....., is deleted".

These provisions indicate that the deletion of the registration of the PPJB Deed and the Lease Deed for land and/or buildings does not occur automatically when the Agreement is completed but may be deleted upon the request of the registrant. Currently, in the community the researcher encountered, some individuals do not comply because they are unaware, while others have attempted to register the PPJB Deed or Lease Agreement Deed but were rejected by the Land Office (hereinafter referred to in this study as the Land Office of Malang Raya).

Article 127B of Ministerial Regulation ATR 16/2021, concerning the Implementation of the Registration of PPJB Deeds and Deeds of Lease of Registered Land at the Land Office, has been in effect for approximately three years; however, in practice, it is still not being implemented at the Land Office. Such a situation has the potential to render legal norms ineffective and create legal uncertainty regarding their application. To understand the actual implementation on the ground, the researcher will conduct preliminary interviews and pre-surveys, including at land offices, among the public, and with notaries in the Malang region. From the preliminary study, the researcher concluded that

**Table 2.** Results of preliminary research interviews/pre-survey

1. Land Office

a. Malang City Land Office

Resource person	Section	Description
Bu Agnes	Consultation Services	Refusal to Register PPJB Deeds and Lease Deeds

Source: processed by researcher, 2025

b. Batu City Land Office

Resource person	Section	Description
Bu Putri	Consultation Services	Refusal to register PPJB deeds and lease deeds.

Source: processed by researcher, 2025

c. Malang Land Office

Resource person	Section	Description
Bapak Arif	Land Rights Transfer Registration Counter	Refusal to register PPJB deeds and lease deeds.

Source: processed by researcher, 2025

## 2. Notary

Resource person	Description
WILLIAM SURYA PUTRA HANDOKO, Notary in Malang City	He is already aware of the provisions of Article 127B of Permen ATR 16/2021 and has attempted to register the PPJB Deed and Lease Deed for his client but was rejected by the Land Office.
MUHAMMAD FATKHUL ARIF, Notary in Malang City	Not familiar with the provisions of Article 127B of Ministerial Regulation ATR 16/2021 and has never applied the registration of the PPJB Deed and Lease Agreement Deed at the Land Office.
ANIK FIRDAYATI, Notary in Malang Regency.	Not familiar with the provisions of Article 127B of Ministerial Regulation ATR 16/2021 and has never applied the registration of the PPJB Deed and Lease Agreement Deed at the Land Office.

Source: processed by researcher, 2025

## 3. People in Greater Malang who have made PPJB deeds and lease deeds

Resource person	Region	Explanation
DIMI TRI MINTANIYANTI, as the Buyer in the sale and purchase of land rights in the form of a house.	Malang Regency	I was not aware of and never registered the PPJB Deed with the Land Office.
IKA CLAUDIA AGUSTINA, as the Buyer in the sale and purchase of land rights in the form of a house.	Malang Regency	Aware of the provisions of Article 127B of Permen ATR 16/2021 from the Notary and tried to register the PPJB Deed, but the Land Office rejected it.
ATIKA KUSNAFIDA, as the tenant of land and buildings in the form of a shop house.	Malang City	Not aware of and never registered the Lease Deed with the Land Office.

Source: processed by researcher, 2025

Article 127B of Permen ATR 16/2021 is expected to introduce a novelty in the field of land law, addressing the needs of the community in the buying and selling process, particularly with the existence of the PPJB Deed, which provides legal certainty and benefits.

To date, such registration activities have never been carried out, meaning that what should be implemented as regulations for registration at the land office (*das sollen*) has not been implemented in practice by the provisions of Article 127B (*das sein*). The registration under Article 127B, if not implemented, will lead to disputes related to the legal certainty of the PPJB and the Lease Agreement.

One example of a case related to PPJB is the sale and purchase between Herwintono CS (Seller) and Muliawan (Buyer) in 2022 of SHM A and SHM B (each of which is vacant land), which the Buyer used to change the name to PT. AUF LAND, but did not transfer the name to PT due to taxation costs. On the one hand, the PPJB cannot be considered valid due to tax costs, meaning the requirements for executing the Sales and Purchase Agreement (AJB) for name transfer and handover of the sale and purchase object cannot be fulfilled. Between 2023 and 2025, the Buyer had already sold several plots of land and buildings on the land parcels to users based on the PPJB Deed and Power of Sale. The dispute arose when the users demanded that the land parcels be transferred to their respective names, but in fact, the land had not

yet been transferred to the users' names. Ultimately, the users felt wronged by Muliawan's unlawful acts, as the transfer of rights to the users did not occur.

Another case related to unlawful acts concerning lease agreements involves the lessor. In Decision No. 387/Pdt.Plw/2011/PN. DPS, it is stated that after the lease agreement for the land was agreed upon, the lessor pledged the leased property as collateral for the repayment of their debt without informing the lessee. The issue arose when the lessor was unable to repay their debt, resulting in the leased property being auctioned off (Vianney Graciano, 2020).

The issuance of these provisions is regulated, thereby serving a purpose, function, and benefit for the public. However, what is intriguing to investigate in this legal issue is that, to date, parties with an interest in registering PPJB deeds and lease agreements have been rejected by the Land Office, necessitating further research into the reasons behind such rejections.

Based on the issues outlined above, this study aims to determine the effectiveness of Article 127B of Permen ATR 16/2021 in implementing the Registration of PPJB Deeds and Lease Deeds for Registered Land at the Land Office. This will help the public understand the importance of this registration and the administrative and technical obstacles faced by the Land Office. Therefore, the author is interested in conducting a comprehensive legal study structured in the form of a thesis titled "The Effectiveness of Article 127b of PERMEN ATR/KPBN No. 16 of 2021 On The Implementation of The Registration of PPJB Deeds and Lease Agreements For Registered Land At The Land Office (A Study In Malang Raya)." Research problems include: 1. How effective is Article 127B of Permen Atr/Kpbn Number 16 of 2021 concerning the Implementation of the Registration of PPJB Deeds and Deeds of Lease of Registered Land at the Malang Raya Land Office? 2. What are the legal consequences of the provisions of Article 127B of Ministry of Agrarian Affairs and Spatial Planning/National Land Agency Regulation No. 16 of 2021 on the Implementation of the Registration of PPJB Deeds and Land Lease Deeds Registered at the Malang Raya Land Office?

## METHODE

The type of research used is empirical research. Empirical research is a study that views Law as reality, including social reality, noble reality, and others. This study is descriptive, meaning that it examines Law in action empirically. The scope of this study is *das sein* (reality) and *das sollen* (rules) (Ali & Heryani, 2012). This research is based on empirical facts obtained from observations or surveys (Mertokusumo, 2007; Radbruch & Moeliono, 2015).

This research is used because it originates from legal issues in the field (Law in action), and the focus of the study is to measure and analyze the effectiveness, obstacles, legal consequences, and legal solutions of Article 127B of Permen Atr/Kpbn Number 16 of 2021 concerning the Implementation of the Registration of PPJB Deeds and Deeds of Lease of Registered Land at the Land Office. The implementation of Article 127B of Permen Atr/Kpbn Number 16 of 2021 will be observed using several methods and approaches characteristic of empirical research. However, the empirical research referred to here is not empirical in the same way as in other social sciences; it will remain limited and restricted to the framework of legal science (Adiyanta, 2019).



Additionally, the study's scope is limited to the registration of PPJB deeds and registered land lease deeds at the Land Office in the Malang Raya region (Suharsimmi, 2020).

## RESULT AND DISCUSSION

### 1. Effectiveness of Article 127B of Ministerial Regulation No. 16 of 2021 on the Implementation of the Registration of PPJB Deeds and Deeds of Lease of Registered Land at the Land Office

Article 127B paragraph (1) of Government Regulation No. 16 of 2021 concerning the Third Amendment to Minister of Agrarian Affairs/Head of the National Land Agency Regulation No. 3 of 1997 concerning the Implementation of Government Regulation No. 24 of 1997 concerning Land Registration, which states that

"Interested parties may apply for the registration of a sales and purchase agreement or a lease agreement for registered land to the Land Office."

**Table 3.** Comparison Data on PPJPB Registration, Lease Agreements, and Transfer of Rights at Land Offices in Malang Raya (January–April 2025)

No	Types of Applications	Total	Percentage (%)
1.	Transfer of Rights - Sale and Purchase, Inheritance, Grant, APHB, Auction, Exchange	6.663	100%
2.	Registration of PPJB	0	0%
3.	Registration of Lease Deed	0	0%

Source: processed by researcher, 2025

The data shows that there were 6,663 (six thousand six hundred and sixty-three) cases of transfer of rights related to sales and purchases, inheritance, grants, joint property distribution deeds, auctions, and exchanges within the Greater Malang area. When compared to the registration of PPJB and Lease Agreements, the percentage is 100% (one hundred per cent) versus 0%. From these results, the effectiveness of the Law regarding the registration of PPJB and Lease Agreements as stipulated in Article 127B(1) of Ministry of Agrarian Affairs and Spatial Planning Regulation No. 16 of 2021 on the Implementation of the Registration of PPJB Deeds and Lease Agreements for Registered Land at the Land Office can be examined.

The theory of legal effectiveness refers to the effect of success, efficacy, or effectiveness. These effects are based on what is intended, so it is considered adequate if they proceed or form as intended (Atmasasmita, 1995). In the context of Law, legal effectiveness is the application of Law to create what is intended by the Law (Djaenab, 2018). In analyzing legal effectiveness, the author uses the parameters mentioned by Lawrence M. Friedman, which include (Friedman 2011):

- Legal Substance;
- Legal Structure;
- Legal Culture.

Legal Substance can be understood as the entirety of legal norms or positive legal rules, including legislation and court decisions that have the force of Law. He states that these rules encompass both written and unwritten rules, provided that they are recognized and grounded in the philosophy of the Indonesian nation. Regarding the registration of PPJB and Lease Agreements, the legal Substance includes

regulations made by authorized institutions or bodies related to the registration of PPJB and Lease Agreements. Additionally, court decisions that serve as precedents for enforcing the Law in similar fields may be used if deemed necessary. The rules for registering PPJB and Lease Agreements are stipulated in Article 127B, paragraph (1), of Permen ATR/KBPN Number 16 of 2021 concerning the Implementation of the Registration of PPJB Deeds and Lease Agreements for Registered Land at the Land Office, which states that.

Regarding the legal Substance of the official authorized to make PPJB and Land Lease Deeds, namely Notaries. This is stated in Article 1 paragraph (1) of Law Number 30 of 2004 in conjunction with Law Number 2 of 2014 concerning the Position of Notaries (hereinafter referred to as UUJN), which states that

“A Notary is a public official authorized to issue authentic deeds and possesses other authorities as provided for in this Law or under other laws.”

Furthermore, Article 15 of the UUJN states that

“A Notary is authorized to issue authentic deeds regarding all acts, agreements, and decisions required by regulations and/or desired by the parties involved to be stated in an authentic deed, ensuring the certainty of the date of the Deed’s creation, storing the Deed, providing copies, and issuing extracts of the Deed, all of which apply unless the creation of the Deed is also assigned or exempted to another official or person designated by Law.

It can be concluded that the creation of PPJB deeds and Lease Deeds is the authority of the Notary as the official who creates them, with the qualifications for the Sale and Purchase Agreement stipulated in Article 22J of Government Regulation Number 12 of 2021 concerning Amendments to Government Regulation Number 14 of 2016 concerning the Implementation of Housing and Residential Areas iman.

“The right to land/ownership of a unit in a residential building is the subject of a Sales and Purchase Agreement between the rights holder and..... by the Sales and Purchase Agreement Deed No.... dated .... drawn up by ....., Notary in.....”

Legal Structure refers to the law enforcement agency of an institution established by its duties and authority. It also states that the legal Structure relates to the institutional framework and performance of institutions and their components in carrying out law enforcement duties, including the patterns of law enforcement and enforcement by legal rules (substantive Law). In the context of recording PPJB and Lease Agreements, this legal Structure includes state officials at the Land Office and Notary.

According to Mr Suhartoyo, Head of Land Acquisition for Malang Regency, he was unaware of the existence of this article. Additionally, Ms Friska, as the Head of the Sub-Division for Rights Determination and Registration at the Malang City Land Office, who is an official within the Malang City Land Office, was unaware of the provisions regarding the registration of the PPJB Deed with the Lease Deed as stated in Article 127B paragraph (1). Furthermore, according to Mr Priyo, Head of the Land Rights and Registration Division, he was unaware of any regulations regarding the registration of deeds prepared by notaries related to the registration of PPJB deeds and lease agreements. It can be concluded from the questions in the interview that the absence of such registration requests indicates that the regulations on the registration of PPJB and Lease Agreements have not been communicated to the

officials at the Land Office of the City or Regency concerned. Therefore, the effectiveness of the legal Structure for registering PPJB and Lease Agreements by Land Office officials in the City or District Land Offices across Malang Raya has not been fulfilled.

In addition to the Land Office as a sub-delegate of the National Land Agency, the Notary as the drafter of the PPJB and Lease Agreements was interviewed as part of the legal Structure.

**Table 4.** Responses from Notary Respondents based on Work Area

No	Working Area	Name	Respond			
			Interview		Questionnaire	Yes No
1	Malang City Land Office	Antonius Nicholas Budi, S.H., M.Kn	√			√
		Lindrawati Pramono S.H., M.Kn		√		√
		Anik Firdayati, S.H., M.Kn.	√			√
		Dr. Endang Sri Kawuryan, S.H., M.Hum.	√			√
		Paulus Oliver Yoesoef, S.H. Notaris/PPAT Kota Malang	√			√
		Sri Dewi Susilawati, S.H., M.Kn. Notaris/PPAT Kota Malang	√			√
		Diana Istislam, S.H., M.Kn. Notaris/PPAT Kota Malang	√			√
		Risa Kemalasari, S.H, M.Kn. Notaris/PPAT Kota Malang				√
		Yudo Sigit Riswanto, S.H. Notaris/PPAT Kota Malang	√			√
		Febi Ria Mahardika, S.H.,M.Kn				√
		Sulasiyah Amini, S.H.,M.H.				√
		Chikita Goenawan S.H., M.Kn.				√
		Kharisma Unggul, S.H., M.Kn. Notaris/PPAT Kota Malang	√			√
		William Surya Putra Handoko, S.H., M.Kn. Notaris/PPAT Kota Malang	√			√



No	Working Area	Name	Respond			
			Interview	Questionnaire	Yes	No
		Dyah Widhiawati, SH., M.Kn Notaris di Kota Malang	√		√	
		Shrimanti Indira Pratiwi, S.H, M.Kn Notaris di Kota Malang	√		√	
		Erna Erawati, SH. M. Kn. Notaris di Kota Malang	√		√	
		Febriadi, S.H., M.Kn, Notaris di Kota Malang	√		√	
		Putrie Tiaraningtiyas, S.H., M.Kn. Notaris Kota Malang				√
2	Malang Regency Land Office	Purwaning Rahayu Sisworini, S.H., M.Kn.	√		√	
		Suprpto Subowo, S.H., Notaris/PPAT Kabupaten Malang	√		√	
		S. Aklima Malbani, S.H.				√
		Aniek Yulaichah, S.H.				√
		Eny Dwi Astutik, S.H. Notaris/PPAT Kabupaten Malang	√		√	
		Liana Maria Fatikhatur, S.H., M.Kn				√
3	Batu City Land Office	Terry Maharani Wibowo, S.H., M.Kn. Notaris/PPAT Kota Batu	√		√	
		Agus Sasmito, S.H., M.Kn.	√		√	
		Letizia Dessy Andreassari, S.H., M.Kn	√		√	
		Lenny Wibowo, S.H., M.Kn. Notaris di Kota Batu	√		√	
		Moch. Ilham Prasetyo, S.H., M.Kn. Notaris di Kota Batu	√		√	
		Prawiastuti Retno Endah, S.H.	√		√	

No	Working Area	Name	Respond	
			Interview	Questionnaire
		Notaris/PPAT Kota Batu		
		Muhammad Muharor Habibi, S.H., M.Kn. Kota Batu		√
		Widad Muhammad Khaitam, S.H., M.Kn. Notaris/PPAT Kota Batu		√
		Tatik Marianah, S.H., M.Kn Notaris Kota Batu		√

Source: processed by researcher, 2025

Basically, the notaries interviewed by the author do not yet have clients who are interested in registering PPJB and Lease Agreements with the Land Office. According to some notaries, PPJB and Lease Agreements provide legal certainty regarding the objects of PPJB and Lease Agreements. Notaries in the Malang Raya region who agree with the registration of PPJB and Lease Agreements include Antonius Nicholas Budi, S.H., M.Kn., Sri Dewi Susilawati, S.H., M.Kn., Anik Firdayati, S.H., M.Kn., Yudo Sigit Riswanto, S.H., M. Kn., Purwaning Rahayu Sisworini, S.H., M.Kn., Erna Erawati, S.H., M.Kn., Prawiastuti Retno Endah, S.H., M.Kn., Yudo Sigit Riswanto, S.H., M.Kn., Suprpto Subowo, S.H., M. Kn., Diana Istislam, S.H., M.Kn., Paulus Oliver Yoesoef, S.H., M.Kn., Atik Rusmiati Supriyadi, S.H., M.Kn., Moch. Ilham Prasetyo, S.H., M.Kn., Lenny Wibowo, S.H., M. Kn., William Surya Putra Handoko, S.H., M.Kn., Shrimanti Indira Pratiwi, S.H., M.Kn., Agus Sasmito, S.H., M.Kn., Dyah Widhiawati, S.H., M.Kn.

However, in the case of the registration of PPJB and Lease Agreements, not all Notaries agree with the provisions, including Kharisma Unggul, S.H., M.Kn., Dr. Endang Sri Kawuryan, S.H., M.Hum., M.Kn., Letizia Dessy Andreassari, S.H., M.Kn. In conclusion, the notaries who disagree state that, in essence, the PPJB is sufficient because the Deed serves as a strong authentic legal document under Article 1686 of the Civil Code; however, as notaries, we must comply with the regulations set forth in PermenATRKPBPBPN No. 16 of 2021. In practice, the request for registration has not been comprehensive, and not all relevant public officials are aware of the regulation, necessitating a re-examination of the regulation to ensure legal certainty.

From the implementation of Article 127B, the urgency of registration mentioned by the notaries includes:

a. When the land and building have been made the subject of a PPJB, the registration facilitates other parties, namely the Buyer and/or the bank, to check whether the land and building are bound by a PPJB at the City or Regency Land Office where the land and building are located. Additionally, the registration provides legal certainty, which helps minimize disputes related to land and/or buildings.

b. When the land and building have been leased and are to be pledged to the bank, this makes it easier for the bank to determine whether the property is still under

lease. Additionally, during the bank's survey of the property, an analysis is conducted to assess whether the property meets the criteria to be included in the loan agreement. For the tenant, this provides legal certainty and protection in the event of issues such as the owner defaulting on the loan. When the bank executes and files for eviction, it should be done fairly with the tenant's consent and appropriate compensation provided. If no agreement is reached, the bank must wait until the lease period ends. Thus, there is also a legal benefit from registering the lease at the City or District Land Office, which closes the legal loophole regarding the bank's unilateral actions when executing and filing for eviction based on an auction against the tenant.

In general, regarding Legal Substance, Legal Structure, and Legal Culture, Article 127B paragraph (1) of Minister of Agrarian Affairs and Spatial Planning/Head of National Land Agency Regulation Number 16 of 2021 concerning the Implementation of Registration of PPJB Deeds and Deeds of Lease of Registered Land at the Land Office, researchers see the ineffectiveness of this regulation in terms of Legal Structure and Culture Law. The Legal Structure, as reviewed from the implementation of the legal Substance of the registration of PPJB and Lease Agreements, is hindered by the widespread lack of understanding regarding the provisions of Article 127B(1) concerning the registration of PPJB and Lease Agreements, both among officials at the City or District Land Offices and among notaries in the Malang Raya region. Therefore, the implementation of this article is considered ineffective.

In addition to the obstacles faced by the City or Regency Land Office in relation to the registration of PPJB and Lease Agreements, they are still trying to complete their homework, namely the systematic registration of land, because there is still a lot of land in the cities or regencies in the Malang Raya area that does not yet have legal certainty in relation to the registration of these rights. This has an impact on the legal culture related to public requests for the registration of PPJB and Lease Agreements. This is evidenced by the absence of such requests up to the time this academic work was written. Furthermore, within the administration and services of the City or District Land Offices in the Malang Raya region, there are no services related to the registration of PPJB and Lease Agreements. Therefore, the researcher concludes that the provisions of Article 127B(1) of Ministerial Regulation No. 16 of 2021 on the Implementation of the Registration of PPJB Deeds and Lease Agreements for Registered Land at the Land Office are ineffective in their implementation.

## **2. Legal Consequences of the Provisions of Article 127B of Ministerial Regulation ATR/KBPN No. 16 of 2021 on the Implementation of the Registration of PPJB Deeds and Lease Agreements for Registered Land at the Land Office if Not Implemented**

The ineffectiveness of the provisions of Article 127B of Permen ATR/KBPN Number 16 of 2021 concerning the Implementation of the Registration of PPJB Deeds and Registered Land Lease Deeds at the Land Office has implications for legal certainty regarding the objects of the PPJB and Lease Deeds and carries a high risk of disputes. If the PPJB and Lease Agreements in question, in essence, do not reflect legal acts that are not contrary to the Law, it can be concluded that the parties involved have committed unlawful acts. Unlawful acts, as defined by R. Soeroso, or commonly referred to as "onrechtmatige daad," are acts that cause harm to others and obligate

the perpetrator to compensate for the harm caused. As stipulated in Articles 1365 to 1380 of the Civil Code.

Therefore, if the legal acts of sale and lease as outlined in the PPJB and Lease Agreement regarding the rights and obligations that arise have been fulfilled, then such legal acts do not constitute unlawful acts. If, on the other hand, there is an unlawful act due to non-compliance with the Law by one party, it can be categorized as an unlawful act, resulting in a land dispute arising from the non-compliance of one party in the PPJB and lease Agreement.

One example of a case related to PPJB is the sale and purchase between Herwintono CS (Seller) and Muliawan (Buyer) in 2022 of SHM A and SHM B (both of which are vacant land), which the Buyer used to change the name to PT. AUF LAND, but did not transfer the name to PT due to taxation costs. Although on one hand, the PPJB cannot yet be considered valid due to tax costs. In 2023–2025, the Buyer already had users who purchased several plots of land and buildings on the land, based on the PPJB Deed and Power of Sale. Several tables explain similar cases related to PPJB, including

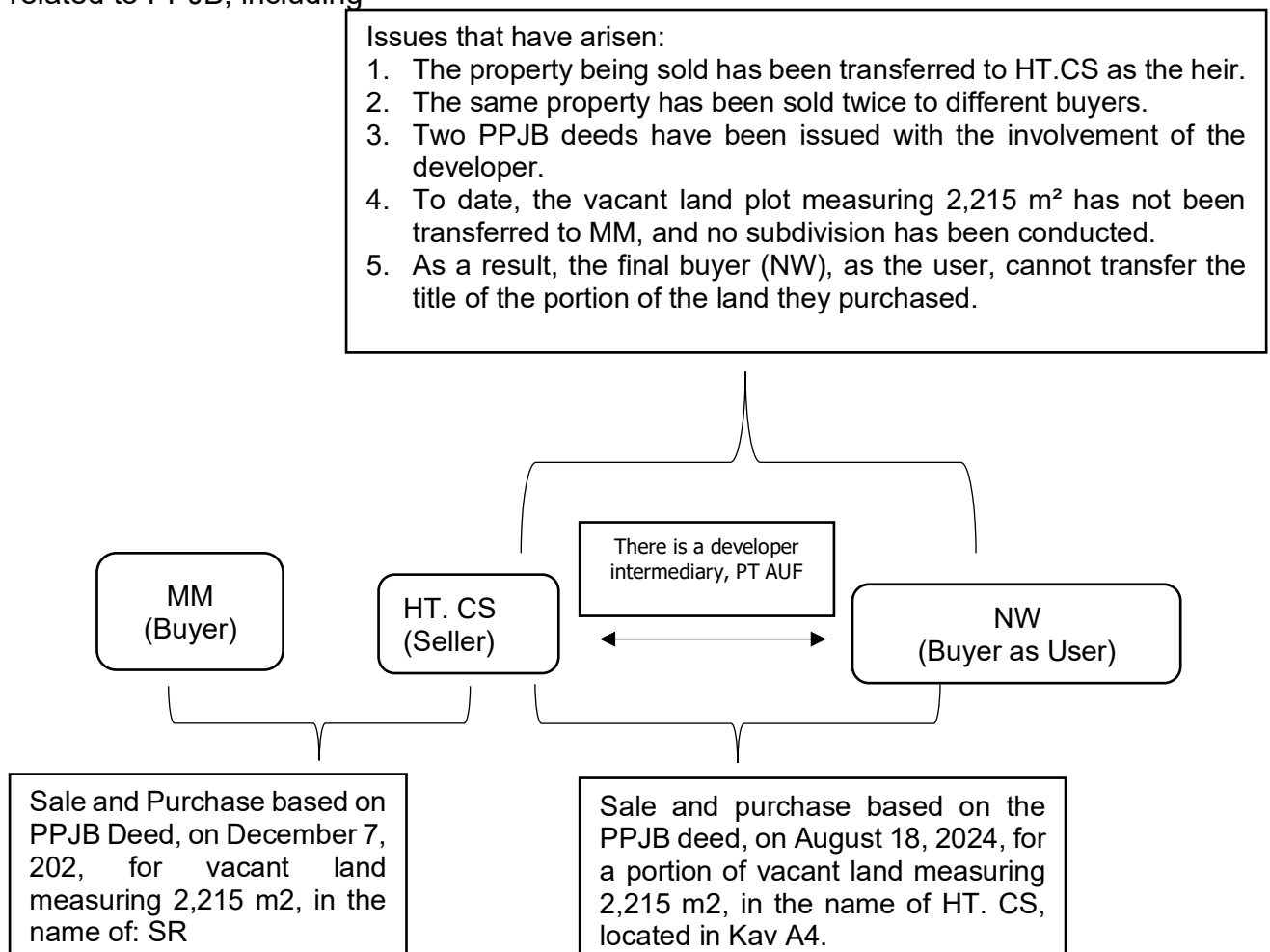


Figure 1. Explanation of PPJB Case User I Herwintono C.S

After signing the PPJB Herwintono C.S (hereinafter referred to as HT.CS) with the Buyer, Muliawan (hereinafter referred to as MM), MM signed a PPJB to resell it to NW as the User. After full payment, NW wished to transfer the PPJB to their name; however, the PPJB between MM and HT.CS had not yet been transferred to MM as the housing developer due to tax-related reasons. Consequently, the transfer of the PPJB from MM to NW as the User could not be carried out due to the administrative tax requirements of the PPJB between MM and HT.CS. These disputes arose primarily when the users requested the transfer of the land plot to their names, but in fact, the land had not yet been transferred to the users' names. Ultimately, the users felt wronged by Muliawan's unlawful acts, as the transfer of rights to the users did not occur.

Another case related to unlawful acts concerning lease agreements involves the lessor. In Decision No. 387/Pdt.Plw/2011/PN. Dps, it is stated that after the lease agreement for the land was agreed upon, the lessor pledged the leased property as collateral for the repayment of their debt without informing the lessee. The issue arose when the lessor was unable to pay their debt, leading to the leased property being auctioned off.

Non-compliance by either party with the material or formal requirements of the PPJB and the Lease Agreement constitutes a breach of one of the valid requirements of the Agreement, namely a lawful cause. A lawful cause is one of the valid requirements of an agreement as stipulated in Article 1320 of the Civil Code. If the validity requirements of the Agreement are not met, the legal consequences of the PPJB and Lease Agreement are null and void. Therefore, if one party suffers a loss, in accordance with Article 1365, commonly referred to as *onrechtmatigdaad*, in this case, they may file a lawsuit for the loss caused by one of the parties in the PPJB and Lease Agreement. Therefore, legal certainty regarding the PPJB and Lease Agreement is essential due to the legal consequences of the invalidity of registration under Article 127B of Ministry of Agrarian Affairs and Spatial Planning/National Land Agency Regulation No. 16 of 2021 on the Implementation of Registration of PPJB Agreements and Lease Agreements for Registered Land at the Land Office.

## CONCLUSION

Based on the above discussion, conclusions can be drawn regarding the formulation of these issues, including: The implementation of Article 127B paragraph (1) of Permen Atr/Kpbn Number 16 of 2021 concerning the Implementation of the Registration of PPJB Deeds and Deeds of Lease of Registered Land at the Land Office, the indicators of legal effectiveness consisting of legal Substance, legal Structure, and legal culture are not fulfilled in the implementation of this article. Although legal substance regulations are available, the implementation of this article is hindered by incorrect perceptions and practices within the legal Structure that has developed in the registration process at Land Offices in cities and regencies across the Malang Raya region. The legal Structure, as reviewed from the implementation of the legal Substance of the registration of PPJB and Lease Agreements, is hindered by the widespread lack of knowledge about the provisions of Article 127B(1) regarding the registration of PPJB and Lease Agreements, both among officials at the City or District Land Offices and among notaries throughout the Malang Raya region. This has an impact on the legal culture related to the public's demand for the registration of



PPJB and Lease Agreements. This is evidenced by the absence of any requests for such registration up to the time this scientific paper was written. Additionally, within the administration and services of the City or District Land Offices throughout Malang Raya, there are no services related to the registration of PPJB and Lease Agreements. therefore, the researcher concludes that the provisions of Article 127B(1) of Ministerial Regulation No. 16 of 2021 on the Implementation of the Registration of PPJB Deeds and Lease Agreements for Registered Land at the Land Office are ineffective in their implementation.

The legal consequence of Article 127B paragraph (1) of Ministerial Regulation No. 16 of 2021 on the Implementation of the Registration of PPJB Deeds and Lease Deeds for Registered Land at the Land Office, which states that interested parties may submit a request for the registration of a sales and purchase agreement or lease Agreement for registered land to the Land Office. The legal consequences that may arise are that the registration of the PPJB and Lease Agreement may provide legal certainty if registered with the local City or Regency Land Office. However, the legal consequences arising from the ineffectiveness of Article 127B of Permen Atr/KpbN Number 16 of 2021 concerning the Implementation of the Registration of PPJB Deeds and Registered Land Lease Deeds at the Land Office mean that there is no legal certainty for the parties concerned, there is a potential for disputes related to PPJB and Lease Agreements. This is because the registration of PPJB and Lease Agreements at the relevant City or Regency Land Office serves as a means of confirming whether the land objects in the PPJB and in the Lease Agreements are.

In the above discussion, the following recommendations can be made: The government, in this case the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN), must establish technical regulations as operational instruments for the registration of PPJB and Lease Agreements in accordance with Article 127B of Ministerial Regulation ATR/KPN No. 16 of 2021 on the Implementation of the Registration of PPJB and Lease Agreements for Registered Land at the Land Office. In addition, socialization activities, training, and meetings between stakeholders involved in the implementation of PPJB and Lease Agreement registration at the Ministry of ATR/BPN should be conducted as a means of discussion and unifying understanding; The government, in this case the Ministry of ATR/BPN, must establish technical regulations as operational implementation instruments for the registration of PPJB and Lease Agreements to amend the phrase "may be registered" in Article 127B of Ministry of ATR/BPN Regulation No. 16 of 2021 on the Implementation of the Registration of PPJB Deeds and Lease Agreements for Registered Land at the Land Office to "shall be required" followed by administrative requirements to ensure legal certainty of PPJB and Lease Agreements to minimize disputes related to PPJB and Lease Agreements.

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