

## **IMPLEMENTATION OF THE PRINCIPLE OF AGREEMENT ON THE AGREEMENT ON THE BINDING OF SALE AND PURCHASE OF LAND RIGHTS IN THE NOTARY / PPT DISTRICT OF RUMBAI, PEKANBARU CITY.**

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### **ABSTRACT**

The purpose of this study is to analyze the principle of agreement in the binding agreement of the sale and purchase of land rights, prior to the issuance of the sale and purchase deed by the Notary. So that what has been agreed upon by both parties can be realized in the sale and purchase deed, so that there will be a transfer of land rights. The target to be achieved in this research activity is to increase understanding for both parties, both the seller and the buyer, and even the general public. Regarding the principle of agreement on the binding agreement of sale and purchase of land rights, as well as for the researchers themselves making a very important contribution to the legal problems faced by the community, especially regarding the binding agreement on the sale and purchase of land rights, and the legal consequences of the agreement. The research method is by sociological law, the location of the study is the community and the Notary Office located in Rumbai District, Pekanbaru City, the population and the sample are the land sellers, buyers, Notaries, with oral interview method in order to find information as data processed in this study. The output produced according to the activity plan for the proposer is in the form of scientific articles, and learning study materials for students.

### **A. Introduction**

In practice in the community, one of the methods used to meet the need for land rights is through a sale and purchase agreement. This means that legal subjects to obtain land rights, apart from the sale and purchase agreement, can also be done with grants, wills, so buying and selling agreements are not new in our society, because the practice of buying and selling has long been carried out within the community, both regulated by law Customary, as well as in the West Civil Code (Civil Code). The process of buying and selling agreements for land rights is usually carried out with an agreement or agreement between the parties concerned. The sale and purchase agreement was born at the time of reaching an "agreement" regarding the goods and prices. Once the two parties have agreed on the goods and the price, a legitimate sale and purchase agreement is born. As in the customary law agreement, that the sale and purchase agreement of land rights, is carried out with principles, cash and clear.

Before the deed of sale and purchase of land rights, both parties entered into a binding agreement on the sale and purchase of legal objects, because it often happens what has been agreed at the beginning of the bidding by both parties, it turns out one of the parties reneged on the agreement, agreed, as stated in Article 1320 of the Civil Code, is a very basic thing in an agreement. The word agreement means that each party who gives the statement of their wishes to each other, when closing an agreement, that one party is 'compatible' or in accordance with the statement of the other party. The statement of will for each party, which is reflected in the agreement, contains an element of offer, as a statement of intention containing the meaning of

the proposal, or an offer to enter into an agreement, while in the element of acceptance, as a statement of agreement from the party receiving the offer. In other words, an agreement is intended to be in line with what has been agreed, by agreement, agreement, birth, and binding on both parties, the agreement is reached with full awareness, without coercion, and pressure from either party.

So thus, that the offer and acceptance are very important elements to determine the birth of the agreement. Furthermore, what is important to note is that what is meant by agreement, From the description of the problem above, the researcher is interested in continuing this research with the title "Implementation of the Agreement on the Agreement on Binding of Sale and Purchase of Land Rights in the Notary / PPAT District of Rumbai, Pekanbaru City.

## **B. Materials and Methods**

This type of research is the study of sociological law that is with more focus on the problems that arise and for this the researcher emphasizes discussion on statutory provisions and see how the law practiced in society. The nature of this research is Field Research. Research is direct research into the field.

The location of the research in the implementation of the principle of agreement to the binding agreement of the sale and purchase of land is at the Notary / PPAT Office in Rumbai District, Pekanbaru City.

## **C. Results and Discussion**

In the Law of Engagement known the principle of Consensualism is an engagement that born from the moment of reaching agreement. Thus the agreement is valid if has agreed on basic matters and no formality is needed. The engagement (verbintenis) is the legal relationship between two parties in the field of assets, at which one party (creditor) is entitled to an achievement, and the other party (debtor) obliged to fulfill that achievement.

The Principle of Agreement shows us all that it is basically a an oral agreement made between two or more binding persons, and hence has given rise to obligations for both parties to the agreement, immediately after both parties reach a word of agreement or consensus, despite agreement it is spoken verbally. This means that the principle of the agreement is binding and valid as an engagement for the parties who promise, and do not need formalities. However to safeguard the interests of the parties, proof is needed, so forms are held formality, or a certain concrete action is taken, for example, the binding land sale and purchase agreement.

## **D. Discussion**

In this case in line with the provisions of the Civil Code, Article 1320, concerning the principle of the Agreement, but does not provide further formulation of the formality of the agreement that must be fulfilled. This means that only an oral agreement, which has been reached between the parties that made or entered into the agreement is valid, and binding for both parties. The principle of agreement is a general provision that gives birth to a consensual agreement, whereas for formal agreements and real agreements, an agreement alone is not enough, therefore it requires the binding of both parties. As in the transfer of property rights over material things, it must be done in written form, because all agreements that intend to transfer

property rights on material things must be made in writing, as stipulated in the Basic Agrarian Law Number 5 of 1960. With this statement, all any form of transfer of Land Ata rights must be done with the Deed of the Actor of Making the Land Deed, including the imposition as collateral for debt settlement.

Likewise, in a real agreement, an action or action is required because of the nature of the agreement itself which still requires follow-up from one of the parties to the agreement, so that the terms of the agreement for the birth of an agreement, become lawful. this shows that, the nature of the principle of the agreement in the agreement requires that it can be recognized has occurred and is binding on both parties to the agreement, because of the offer and acceptance.

As has been stated above, that basically the agreement is consensual, but there are certain agreements that require further action, which is more than just an oral agreement. Before the agreement was finally considered valid and therefore binded and gave birth to an agreement between the two parties that made it, as in the sale and purchase agreement for land rights, it was not just an oral agreement made by both parties, but it was necessary to have further legal actions, namely by entering into a binding agreement in the written form before a Notary, or an Official Actor of Land Deed. As in the case of this research, where the principle of agreement made by both parties, it is not yet guaranteed to comply with the implementation of the sale and purchase agreement for the land rights, because both parties agreed to make the binding purchase agreement for the said right before the Notary, regarding the intent of what they want to promise. In this case the contents of the agreement on the legal object that becomes its essential element, namely a piece of land, then the price, how to carry out payment, and the rights attached to the land have been released from legal problems means that it is not contrary to the law.

## **E. Conclusions**

Binding agreement of sale and purchase of land rights, in the community at this time, becomes a preliminary agreement that is very important, meaning that when the parties agree to enter into a sale and purchase agreement for land rights, both parties agree to do a binding before the Notary agreed upon will be stated in the clause of the sale and purchase agreement for the land rights. The land purchase and purchase agreement, which has been agreed by both parties, both the seller and the buyer, such as the location, the total area of land which is the object of the sale and purchase agreement and price, which is clear and clear, and free from legal disputes, is basically the land sale and purchase agreement was born, so that the Acting Officer for the Land Deed will then proceed to issue the Sale and Purchase Deed.

## **F. Recommendation**

Principle of Agreement, is a principle that is very important for the birth of an agreement. When the agreement has been born, as a legal condition for an agreement, it is a subjective condition, then that moment also the agreement is born, this is a guideline for the parties who will bind themselves to carry out a sale and purchase agreement on land rights. Therefore, the principle of agreement in the agreement on the sale and purchase of land rights must be carried out by the two parties that bind the agreement, followed by the implementation of the contents of what has been agreed by both parties.

## References

- Abdulkadir Muhammad, *Hukum Perdata Indonesia*, Bandung, cet. Revisi, PT Citra Aditya Bakti, 2010.
- \_\_\_\_\_, *Hukum Perikatan*, Bandung, Citra Aditya Bakti, 1990.
- Agus Suki Widodo, *Tanggungjawab Para Pihak dalam Pelaksanaan Perjanjian Sewa-Menyewa Kendaraan Bermotor di Surakarta*, Magister Kenotriatian Universitas Diponegoro Semarang, 2004.
- Herlien Budiono, *Ajaran Umum Hukum Perjanjian*, Bandung, PT Citra Aditya Bakti, Bandung, 2009.
- \_\_\_\_\_, *Asas Keseimbangan Bagi Hukum Perjanjian Indonesia, Hukum Perjanjian Berlandaskan Asas-Asas Wigati Indonesia*, alih bahasa Tristam P. Moeliono, Bandung, Citra AdityaBakti, 2006.
- \_\_\_\_\_, *Kumpulan Tulisan Hukum Perdata di Bidang Kenotariatan*, Bandung Citra Aditya Bakti, 2007.
- I.G. Rai Widjaya, *Merancang Suatu Kontrak (Contract Drafting)*, Bandung, cet. 3, Kesaint Blanc, 2004.
- J. Satrio, *Hukum Jaminan, Hak-Hak Jaminan Kebendaan*, Bandung, PT Citra Aditya Bakti, 1993.
- \_\_\_\_\_, *Hukum Perikatan, Perikatan Lahir Dari Perjanjian, Buku II*, Bandung, Citra Aditya Bakti, 1995.
- M.Yahya harahap, *Hukum Acara Perdata*, Jakarta, Sinar Grafika, 2005.
- \_\_\_\_\_, *Aneka Hukum Bisnis*, Bandung, Alumni, 2005.
- \_\_\_\_\_, *Kitab Undang-Undang Hukum Perdata Buku III Tentang Hukum Perikatan Dengan Penjelasan, Ed. II, Cet. I*, Bandung, Alumni, 1996.
- Salim H.S, "Hukum Kontrak", Jakarta, Sinar Grafika, 2003.