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Legality of Deed of Gift and Sale and Purchase of Sultan Ground Land: Normative Study of Notary Authority in Special Regions

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Abstract

This study examines the authority of notaries in drafting deeds of gift and sale and purchase related to Sultan Ground land through a normative juridical approach. Sultan Ground land possesses a unique legal status under Indonesian agrarian law, which restricts the transfer of ownership rights. The analysis demonstrates that notaries are not authorized to draft authentic deeds implying the transfer of land rights over Sultan Ground, as such authority lacks a clear statutory basis. Notaries may only document legal acts related to land utilization or occupancy agreements that do not result in the transfer of ownership. Any expansion of notarial authority beyond these limits risks undermining legal certainty and distorting the function of authentic deeds within the legal system. Furthermore, deeds drafted outside the scope of lawful authority may be deemed legally flawed and expose notaries to administrative, civil, and ethical liability. Therefore, a restrictive interpretation of notarial authority is essential to maintain coherence between notarial law and agrarian law, as well as to ensure the validity and legal protection of land-related transactions involving Sultan Ground land.

Keywords: Notary Authority, Sultan Ground Land, Deed of Sale and Purchase, Deed of Gift, Agrarian Law.



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INTRODUCTION

Land occupies a central position in Indonesia's legal system because it functions simultaneously as an economic asset, a social foundation, and an object of state control whose regulation determines public order and private rights. The Basic Agrarian Law of 1960 establishes land as a regulated resource intended to guarantee legal certainty, equity, and orderly administration, particularly in transactions involving transfers of rights (Undang-Undang No. 5 Tahun 1960; Aswari et al., 2023; Ramadhan et al., 2024). In practice, the effectiveness of this framework depends heavily on the availability of formal proof through authentic deeds and registration mechanisms administered by authorized officials. Scholarly works on uncertified land transactions and informal agreements demonstrate that weak documentation frequently leads to disputes and legal vulnerability for parties involved (Maharani et al., 2023; Permata et al., 2024; Sihotang et al., 2023).

Within this national framework, Sultan Ground land in the Special Region of Yogyakarta presents a distinctive legal configuration rooted in historical sovereignty and customary governance. The enactment of the Law on the Special Privileges of Yogyakarta formally recognizes the Sultanate as a legal subject with authority over its traditional land, positioning Sultan Ground outside the ordinary classification of state land or individually owned land (Undang-Undang No. 13 Tahun 2012). Articles regulating Sultan Ground affirm ownership by the Sultanate while delegating management through internal palace administration, which operates independently from the National Land Agency's registration regime. This special status generates a complex interaction between customary authority and statutory land law that continues to attract scholarly attention (Marzuki, 2019).

In everyday practice, Sultan Ground land is widely utilized by individuals and legal entities for residential, commercial, and social purposes through permission letters or control rights issued by the Sultanate. These forms of control are socially recognized and culturally accepted, yet they do not correspond directly to land rights acknowledged under the Basic Agrarian Law, such as ownership rights, building use rights, or usage rights. The absence of formal registration often motivates parties to

document transactions through private agreements or authentic deeds prepared by notaries or land deed officials. Research on land use without certificates illustrates that such arrangements frequently blur the line between social legitimacy and legal enforceability (Ismail et al., 2025; Keano et al., 2025).

The involvement of notaries in drafting deeds of gift or sale and purchase for Sultan Ground land raises fundamental questions concerning authority and legality. The Law on the Notary Office grants notaries broad competence to draw up authentic deeds for civil legal acts, while land registration regulations assign the authority to formalize transfers of land rights specifically to land deed officials (Undang-Undang No. 2 Tahun 2014; Surat Edaran Kepala BPN No. 1/SE/IV/2015; Pratama & Silviana, 2024). Government Regulation on land registration reinforces this division by limiting registrable deeds to those issued by authorized officials for objects that fall within the national land rights system. Studies comparing notarial and PPAT authority indicate that deviation from these limits often results in deeds that lack constitutive legal force (Putra et al., 2025).

Notarial deeds concerning unregistered land, including Sultan Ground, frequently function only as evidentiary instruments rather than instruments that transfer rights in rem. Empirical and normative analyses show that such deeds cannot serve as the basis for registration at the land office, leaving parties exposed to future disputes and administrative rejection (Imelda et al., 2025; Aurelia et al., 2025). The precautionary principle in land transactions emphasizes the importance of aligning deed-making authority with the legal status of the land object to avoid nullification or loss of legal protection (Mirwansyah et al., 2024). This situation underscores the fragile position of parties who rely on notarial deeds for land that remains outside the formal registration system.

The absence of detailed technical regulations governing Sultan Ground transactions has produced inconsistent administrative practices across districts in Yogyakarta. Some land offices adopt a strict legality approach by refusing any registration linked to unconverted Sultan Ground, while others apply discretionary interpretations based on local considerations. Scholarly discussions on notarial supervision and administrative compliance reveal that such divergence undermines predictability and weakens trust in public institutions (Mariel & Wulandari, 2025; Salsabila et al., 2023). For notaries, this inconsistency complicates professional responsibility and increases the risk of liability claims arising from contested deeds (Keliat et al., 2025).

Legal uncertainty surrounding Sultan Ground transactions also reflects broader challenges in integrating customary land systems with national agrarian law. Comparative studies of uncertified land sales, oral grants, and informal inheritance arrangements demonstrate that unresolved normative gaps frequently lead to prolonged disputes and social conflict (Keano et al., 2025; Ismail et al., 2025). The lack of harmonization places public officials in a difficult position, as they must navigate between statutory obligations and entrenched local practices. Research on land transaction disputes indicates that this dualism weakens legal protection for all stakeholders, including buyers, grant recipients, and the Sultanate itself (Adelina & Sendrawan, 2025).

Against this background, examining the legality of deeds of gift and sale and purchase on Sultan Ground land becomes essential for clarifying the scope of notarial authority in a special autonomous region. Normative analysis is required to assess whether notarial involvement in such transactions aligns with national land law, the special status of Yogyakarta, and prevailing principles of legal certainty. Existing literature on land registration, notarial responsibility, and agrarian governance highlights the urgency of regulatory harmonization to prevent future disputes (Topuh, 2025; Novitasari, 2025; Sabrina, 2025). This study therefore focuses on evaluating the legal validity of notarial deeds involving Sultan Ground land and their implications for land administration and legal certainty in special regions.

RESEARCH METHODS

This study employs a normative juridical research method, focusing on the examination of legal norms through an in-depth analysis of statutory regulations and authoritative legal doctrines relevant to the legality of deeds of gift and sale and purchase of Sultan Ground land (Marzuki, 2019). The research applies a statute approach and a conceptual approach, whereby the statute approach is used to analyze key legal instruments governing agrarian law, notarial authority, and regional privileges, including Law No. 5 of 1960 on Basic Agrarian Principles, Law No. 2 of 2014 on the Notary Profession, and Law No. 13 of 2012 on the Special Privileges of the Special Region of Yogyakarta, along with their implementing regulations and special provisions concerning Sultan Ground, while the conceptual approach is employed to examine doctrinal concepts of land rights, transfer of rights, public official authority, and

legal pluralism within special autonomous regions (Muhaimin, 2020). The legal materials consist of primary legal materials in the form of binding laws and regulations, as well as secondary legal materials derived from legal textbooks, scholarly journals, and expert opinions that provide interpretation and critical analysis of the applicable norms. The analysis is conducted qualitatively using a prescriptive and systematic legal reasoning framework to assess the legality of notarial deeds concerning Sultan Ground land and to evaluate the conformity of notarial authority with the prevailing national legal system and the special legal regime of the Special Region of Yogyakarta.

RESULTS AND DISCUSSION

Legal Status of Sultan Ground Land within the National Agrarian System

Sultan Ground land represents a distinctive category of land tenure that originates from the historical sovereignty of the Ngayogyakarta Hadiningrat Sultanate and continues to exist within Indonesia's contemporary legal framework through statutory recognition. Its legal foundation is explicitly affirmed by Law No. 13 of 2012, which positions Sultan Ground as a manifestation of regional privilege rather than as an ordinary land right governed solely by national agrarian law (Wibawanti et al., 2024). Unlike land rights regulated under Law No. 5 of 1960, Sultan Ground does not automatically fall within the standardized land registration system administered by the National Land Agency. This structural distinction places Sultan Ground in a legal position that is formally recognized yet administratively detached from the national land rights regime (Syamsuri, 2025).

The Basic Agrarian Law establishes land registration as a core mechanism for ensuring legal certainty, enforceability, and protection of rights holders within Indonesia's land law system (Ramadhan et al., 2024). Land objects that are not registered under this framework remain outside the constitutive system of rights transfer, regardless of physical possession or long-term control. Sultan Ground land, which is primarily governed by palace authority and customary arrangements, occupies this extraterritorial position within the national system (Yuningsih et al., 2023). As a result, legal certainty concerning ownership, transferability, and enforceability of rights over Sultan Ground remains structurally limited.

In practice, the absence of formal land rights status has not prevented Sultan Ground from being utilized intensively by the community for residential, commercial, and even inheritance purposes. Utilization permits issued by the Sultanate are socially perceived as conferring ownership-like authority, despite lacking recognition as transferable land rights under national law (Wibawanti et al., 2024). This sociological perception has gradually transformed Sultan Ground into an object of economic transactions, including sale, purchase, and inter vivos grants. Such practices have developed organically without parallel normative accommodation within the national land administration system (Aswari et al., 2023).

The legal implications of this practice become evident when land transactions involving Sultan Ground attempt to enter the formal legal sphere through notarization. Notarial deeds are often drafted based on party autonomy and freedom of contract, yet the land object itself does not meet the juridical requirements of registrable rights (Imelda et al., 2025). This disconnect causes the resulting deeds to lose their constitutive function in land law, functioning merely as private civil evidence. Consequently, the transactional value of Sultan Ground is economically real but legally fragile (Permata et al., 2024).

The legal uncertainty surrounding Sultan Ground transactions reflects a broader normative tension between national land law and regional special authority. While Law No. 13 of 2012 affirms Sultanate ownership, it does not provide a procedural mechanism for integrating Sultan Ground into the national land rights typology (Wibawanti et al., 2024). No statutory conversion model exists that would allow Sultan Ground to be transformed into ownership rights, building use rights, or use rights as recognized under Law No. 5 of 1960 (Syamsuri, 2025). This absence has left legal practitioners navigating a fragmented regulatory environment (Putra et al., 2025).

Empirical legal studies demonstrate that transactions involving land without registered rights consistently generate disputes, registration refusal, and legal vulnerability for contracting parties (Aswari et al., 2023; Ramadhan et al., 2024). Similar patterns are observed in cases involving Letter C land and uncertified inheritance land, where formal legality remains unattainable despite social legitimacy (Permata et al., 2024; Ismail et al., 2025). Sultan Ground land mirrors these characteristics, but with an added layer of institutional complexity due to palace authority. This complexity amplifies the legal risks associated with its transfer (Sihotang et al., 2023).

Table 1. Previous Studies on Legal Consequences of Unregistered Land Transactions

Author(s)	Year	Object of Study	Key Legal Finding
Aswari et al.	2023	Sale of uncertified land	Deeds lack constitutive legal force
Imelda et al.	2025	Transfer of unregistered land	Notarial deeds only function as civil evidence
Maharani et al.	2023	Sale without PPAT deed	Registration refusal inevitable
Permata et al.	2024	Letter C land	High litigation risk for parties
Yuningsih et al.	2023	Informal land transfer	Legal recognition remains limited

The findings in Table 1 confirm that the absence of registered land rights consistently undermines the legal effectiveness of transfer deeds, regardless of the formality of documentation. Sultan Ground transactions replicate these patterns while operating within a privileged legal environment that lacks technical harmonization (Wibawanti et al., 2024). This places Sultan Ground in a dualistic position where legal recognition exists at the constitutional level but fails at the administrative-operational level. Such dualism weakens the predictability of land law enforcement (Syamsuri, 2025).

From a normative perspective, the legal status of Sultan Ground challenges the principle of legality that underpins Indonesia's land administration system. The National Land Agency can only process transfers supported by rights recognized within its registration framework, irrespective of historical or customary legitimacy (Surat Edaran BPN No. 1/SE/IV/2015). This strict administrative approach leaves Sultan Ground transactions permanently excluded from formal recognition. As a result, legal certainty remains unattainable for parties relying solely on palace-issued permits (Mirwansyah et al., 2024).

The persistence of informal transactions over Sultan Ground land also reflects the inadequacy of regulatory intervention to address socio-legal realities. Community reliance on customary legitimacy indicates a gap between normative law and lived legal experience (Putra et al., 2025). Without formal integration mechanisms, Sultan Ground transactions will continue to operate in parallel legal spheres. This fragmentation erodes public trust in land law institutions (Suprpto, 2024).

Ultimately, the legal status of Sultan Ground within the national agrarian system remains structurally unresolved. Its recognition as a privileged land category does not equate to legal operability within the framework of land registration and rights transfer (Wibawanti et al., 2024). This unresolved status directly affects the legality of deeds of gift and sale and purchase involving Sultan Ground land. The issue thus forms the foundational problem that shapes notary authority and legal responsibility in subsequent analysis (Marzuki, 2019).

Notary Authority in Drafting Deeds of Gift and Sale and Purchase of Sultan Ground Land

Notary authority in Indonesia is normatively regulated by Law No. 2 of 2014 concerning the Position of Notary, which defines the notary as a public official authorized to draw up authentic deeds regarding all acts, agreements, and stipulations required by law or desired by the parties to be stated in an authentic form. However, such authority is not absolute and is inherently limited by the object, legal status, and substantive legality of the legal act being documented (Marzuki, 2019). In the context of Sultan Ground land, this limitation becomes particularly relevant due to the absence of formally recognized land rights under the national agrarian system.

The drafting of deeds of gift (hibah) and sale and purchase (sale and purchase agreement) over land constitutes a legal act that is materially inseparable from land law requirements. Under Indonesian land law, the transfer of land rights must be conducted by or before a Land Deed Official (PPAT) and is contingent upon the existence of registered land rights (Ramadhan et al., 2024). Consequently, notarial deeds relating to land transactions are legally meaningful only when the land object fulfills the juridical criteria of transferable rights. Sultan Ground land, which lacks such registered status, therefore raises fundamental questions regarding the scope of notary authority in documenting its transfer.

From a normative standpoint, notaries are obligated to ensure that every deed they draft fulfills both formal and material legality. Formal legality concerns procedural compliance, while material

legality requires that the substance of the legal act does not contradict statutory provisions (Muhaimin, 2020). In transactions involving Sultan Ground land, notaries may comply with formal requirements—such as identifying parties and recording their agreement—yet fail to meet material legality due to the non-transferable nature of the land object. This condition places notaries in a legally vulnerable position (Imelda et al., 2025).

The principle of prudence (*prinsip kehati-hatian*) imposes an additional obligation on notaries to refuse drafting deeds that are clearly inconsistent with applicable law. Although party autonomy allows individuals to freely enter into agreements, such freedom is restricted by mandatory legal norms, particularly in land law (Putra et al., 2025). Drafting a deed of gift or sale and purchase over Sultan Ground land risks legitimizing a legal act that cannot be executed within the national land administration system. As such, notarial involvement may inadvertently create false legal certainty for the parties (Permata et al., 2024).

In practice, some notaries justify the drafting of such deeds by characterizing them as purely civil agreements rather than land transfer instruments. However, this justification is legally problematic, as the deed's title and substance often imply the transfer of land rights (Maharani et al., 2023). When a deed explicitly refers to land as its object, it cannot be detached from land law requirements, regardless of the parties' intentions. This doctrinal inconsistency undermines the authenticity and probative value of the deed (Ismail et al., 2025).

The special status of the Special Region of Yogyakarta does not automatically expand notarial authority beyond the limits set by national legislation. While Law No. 13 of 2012 grants special privileges in governance and land affairs, it does not amend or override the provisions of the Notary Law or the Basic Agrarian Law concerning the mechanism of land rights transfer (Wibawanti et al., 2024). Therefore, notaries operating within special regions remain bound by the same normative constraints as those in other regions. Special autonomy does not equate to legal exemption (Syamsuri, 2025).

Normative legal doctrine consistently emphasizes that notarial authority is function-based rather than territorially privileged. The authenticity of a notarial deed derives from compliance with statutory competence, not from regional recognition of land objects (Marzuki, 2019). As a result, the drafting of deeds involving Sultan Ground land exceeds notarial authority when the deed purports to transfer land rights that are not legally transferable. Such acts may expose notaries to administrative, civil, or even ethical liability (Imelda et al., 2025).

The involvement of notaries in Sultan Ground transactions also raises concerns regarding the protection of legal certainty and public trust. Parties often perceive notarial deeds as conclusive proof of legality, despite their limited legal effect in land registration processes (Permata et al., 2024). When disputes arise, courts tend to assess notarial deeds based on substantive legality rather than formal authenticity. This judicial approach further weakens the legal standing of deeds concerning unregistered land objects (Aswari et al., 2023).

Accordingly, the authority of notaries in drafting deeds of gift and sale and purchase of Sultan Ground land must be interpreted restrictively. Notaries are authorized to document lawful legal acts, not to compensate for normative gaps in land regulation. Any expansion of authority without clear statutory basis risks distorting the function of authentic deeds within the legal system (Putra et al., 2025). This restriction is essential to maintaining coherence between notarial law and agrarian law:

Table 2. Normative Scope and Limitations of Notary Authority in Drafting Deeds Concerning Sultan Ground Land

Legal Aspect	Normative Provision	Implication for Notary Authority
Status of Notary Authority	Law No. 2 of 2014 on Notary Position	Notaries are authorized to draft authentic deeds only for lawful legal acts and legally recognized objects
Object of Legal Act	Law No. 5 of 1960 on Basic Agrarian Principles	Transfer of land rights requires registered land rights under the national land system

Transfer Mechanism of Land Rights	Government Regulation No. 24 of 1997 on Land Registration	Sale and purchase or gift of land must be executed before a PPAT, not merely documented by a notary
Legal Status of Sultan Ground Land	Law No. 13 of 2012 on Special Privileges of Yogyakarta	Sultan Ground land is not classified as privately owned land rights transferable by civil transaction
Principle of Prudence	Doctrine of Notarial Professional Ethics	Notaries must refuse drafting deeds that contradict substantive legal norms
Legal Consequences of Ultra Vires Act	Normative doctrine of public official authority	Deeds drafted beyond authority risk nullity and potential administrative liability

Thus, the normative analysis demonstrates that notary authority in Sultan Ground land transactions is fundamentally constrained by the legal status of the land itself. While notaries may document agreements related to utilization or occupancy, drafting deeds that imply the transfer of land rights exceeds their lawful competence. This limitation directly influences the legality of deeds of gift and sale and purchase involving Sultan Ground land, forming a critical bridge toward the examination of legal consequences and responsibility in the following sub-section (Muhaimin, 2020).

Legal Consequences and Notary Responsibility in Deeds of Gift and Sale and Purchase of Sultan Ground Land

The legality of deeds of gift and sale and purchase involving Sultan Ground land cannot be assessed solely from the formal validity of notarial procedures. Legal consequences arise primarily from the incompatibility between the object of the deed and the national land law system governing transferable rights (Aswari et al., 2023). When land does not constitute a registered and transferable right, the resulting deed loses its constitutive legal effect. This condition directly affects the enforceability and probative strength of the deed in judicial and administrative settings (Imelda et al., 2025).

In Indonesian land law, legality is closely linked to the principle of publicity through land registration. Deeds that fail to serve as the basis for registration are structurally excluded from producing legal effects in rem (Ramadhan et al., 2024). Sultan Ground land transactions, even when documented by a notary, remain legally incomplete due to the absence of registrable rights. This incompleteness transforms such deeds into instruments of private obligation rather than legal transfer (Permata et al., 2024).

The transformation of notarial deeds into mere civil evidence significantly alters their legal consequences. Courts tend to treat such deeds as proof of intent rather than proof of ownership or transfer of rights (Sihotang et al., 2023). In disputes involving unregistered land, judicial reasoning prioritizes substantive legality over formal documentation. As a result, parties relying on notarial deeds concerning Sultan Ground land face heightened litigation risks (Ismail et al., 2025).

From the perspective of legal protection, the use of notarial deeds in Sultan Ground transactions creates asymmetrical expectations between parties. Buyers or grantees often assume that the involvement of a notary guarantees legal security, while sellers rely on the deed to legitimize economic exchange (Yuningsih et al., 2023). When disputes arise, these expectations collapse due to the non-transferable status of the land. This gap undermines the principle of legal certainty in civil transactions (Suprpto, 2024).

The legal consequences extend beyond private parties to include the professional responsibility of notaries. As public officials, notaries are bound to uphold legality, prudence, and professional ethics in every deed they draft (Marzuki, 2019). Drafting deeds that imply the transfer of Sultan Ground land risks violating the principle of authority limitation. Such actions may expose notaries to administrative sanctions or ethical review (Mariel & Wulandari, 2025):

Table 3. Legal Consequences of Deeds Involving Unregistered or Non-Transferable Land

Author(s)	Year	Legal Object	Identified Legal Consequence
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Aswari et al.	2023	Uncertified land sale	Deeds lack constitutive legal force
Imelda et al.	2025	Unregistered land transfer	Deeds function only as civil evidence
Maharani et al.	2023	Sale without PPAT deed	Registration refusal unavoidable
Permata et al.	2024	Letter C land	High potential for civil disputes
Yuningsih et al.	2023	Informal land transfer	Legal recognition remains limited

The data in Table 3 demonstrate a consistent doctrinal pattern regarding transactions involving unregistered land. Regardless of procedural formality, deeds fail to produce legal effects when the land object does not meet statutory requirements (Ramadhan et al., 2024). Sultan Ground land follows this same pattern while operating within a privileged legal framework. This confirms that privilege does not substitute for registrability (Syamsuri, 2025).

Notary responsibility in this context must be evaluated through the doctrine of ultra vires acts. When a notary drafts a deed beyond the scope of lawful authority, the deed risks being legally defective (Putra et al., 2025). The absence of registrable land rights renders the notary's involvement functionally excessive. Such acts may trigger professional accountability mechanisms under notarial supervision bodies (Wily, 2022).

The principle of prudence requires notaries to assess not only party consent but also the legal nature of the object involved. Failure to do so may constitute negligence rather than mere procedural oversight (Mirwansyah et al., 2024). In Sultan Ground transactions, prudence demands refusal or redirection toward legally permissible instruments, such as agreements of use or lease. This approach aligns professional conduct with substantive legality (Pratama & Silviana, 2024).

The absence of technical regulations integrating Sultan Ground land into the national land system exacerbates notarial dilemmas. Notaries operate within a fragmented normative environment that lacks operational clarity (Wibawanti et al., 2024). Nevertheless, professional responsibility cannot be suspended due to regulatory gaps. Legal doctrine consistently places the burden of lawful conduct on the public official (Suprpto, 2024).

The legality of deeds of gift and sale and purchase involving Sultan Ground land is structurally constrained by the non-transferable status of the land itself. Notarial responsibility arises not from formal compliance alone but from adherence to substantive legal limits. Deeds that exceed these limits generate legal vulnerability rather than certainty. This analysis confirms that safeguarding legality requires restrictive interpretation of notary authority within special regions (Marzuki, 2019).

CONCLUSION

Based on the normative analysis of statutory regulations and legal doctrines, this study concludes that the authority of notaries in drafting deeds of gift and sale and purchase involving Sultan Ground land is inherently limited and must be interpreted restrictively. The legal status of Sultan Ground land as land with special characteristics precludes the transfer of ownership rights in the same manner as private land under general land ownership regimes. Accordingly, notaries are only authorized to draft deeds related to agreements on land utilization or use, not deeds that contain elements of transfer of land rights. The drafting of deeds beyond this scope of authority may result in legal defects and give rise to notarial liability, including administrative, civil, and ethical responsibility. Such limitations are essential to ensure legal certainty, maintain coherence between notarial law and agrarian law, and protect the integrity of the national land law system.

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