

Normative Ambiguity of Article 37 Paragraph (2) of Government Regulation Number 24 of 1997 on Land Registration: Registration of Land Transfers Based on Non-PPAT Deeds

Ni Made Trisna Dewi^{1*}, Ida Ayu Ratna Kumala²

1. Universitas Dwijendra, Denpasar, Bali, Indonesia

2. Universitas Markandeya, Bangli, Bali, Indonesia

Correspondence:

Ni Made Trisna Dewi, Universitas Dwijendra, Denpasar, Bali, Indonesia

Email: madetrisnadewishmh@gmail.com

How to cite:

Dewi, N. M. T., & Kumala, I. A. R. (2026). Normative Ambiguity of Article 37 Paragraph (2) of Government Regulation Number 24 of 1997 on Land Registration: Registration of Land Transfers Based on Non-PPAT Deeds. *Sociological Jurisprudence Journal*. Volume 9, Issue 1, Page 97-105. <https://doi.org/10.22225/scj.9.1.2026.97-105>.

Abstract. Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration requires that the transfer of land rights through sale and purchase be evidenced by a Deed of Sale and Purchase executed before a Land Deed Official (PPAT). However, Article 37 paragraph (2) provides an exception by allowing the Head of the Land Office to register the transfer of rights under certain circumstances based on a level of truth deemed sufficient. The absence of normative parameters for the phrases "certain circumstances" and "a level of truth deemed sufficient" creates legal ambiguity and may undermine legal certainty in the registration of private land sale transactions. This study aims to examine the ambiguity of Article 37 paragraph (2) and its legal implications for legal certainty and legal protection. This research employs normative legal research using statutory, conceptual, and case approaches. Legal materials are analyzed prescriptively through legal interpretation of legislation, legal doctrines, court decisions, and relevant literature. The findings reveal that the ambiguous provision has resulted in inconsistent interpretation and implementation, increasing the potential for land disputes and weakening legal certainty in land administration. The novelty of this study lies in formulating normative parameters for the phrases "certain circumstances" and "a level of truth deemed sufficient" as the basis for reconstructing Article 37 paragraph (2) to strengthen legal certainty, justice, and legal utility in the Indonesian land registration system.

Keywords: Ambiguity of legal norms; land registration; private land sale transaction; legal certainty; legal protection

1. Introduction

Land occupies a highly strategic position in Indonesian society because it possesses not only economic value but also significant social, cultural, and legal dimensions. In a state founded upon the principle of the rule of law (*rechtsstaat*), the control, ownership, and utilization of land must be exercised in accordance with legal provisions. Accordingly, through Law Number 5 of 1960 concerning the Basic Agrarian Principles (the Basic Agrarian Law/UUPA), the State establishes land registration as the principal legal instrument for guaranteeing legal certainty over land rights.

Article 19 of the Basic Agrarian Law mandates the Government to implement a comprehensive land registration system throughout the territory of Indonesia as a means of providing legal certainty for holders of land rights. This mandate is implemented through Government Regulation Number 24

of 1997 concerning Land Registration, which governs land registration procedures, the maintenance of land registration records, and the legal mechanism for the transfer of land rights. Through this regulatory framework, the Government seeks to ensure consistency between the legal status and the physical condition of land parcels so that every parcel of land possesses a clear legal identity and can be legally accounted for.

The primary objective of land registration is to provide legal certainty for holders of land rights. This objective demonstrates that land registration is not merely an administrative procedure but also a legal protection mechanism that ensures certainty regarding the subject of rights, the object of rights, and the nature of land rights. Similarly, Santoso argues that land registration constitutes an integral component of Indonesia's national land administration system, aimed at maintaining administrative order while guaranteeing legal certainty in every transfer of land rights.

One of the most common methods of transferring land rights in Indonesia is through a sale and purchase agreement. Within the Indonesian land law system, a land sale transaction is not merely regarded as a private contractual relationship between the seller and the purchaser but also as a legal act that produces administrative consequences in the form of amendments to the juridical data recorded in the land register. Consequently, Article 37 paragraph (1) of Government Regulation Number 24 of 1997 stipulates that the transfer of land rights through sale and purchase may only be registered if it is evidenced by a Sale and Purchase Deed (Akta Jual Beli—AJB) executed before a Land Deed Official (Pejabat Pembuat Akta Tanah—PPAT). This provision confirms that a PPAT deed serves as the authentic legal basis upon which the Land Office records changes in land ownership.

The role of the PPAT is therefore of fundamental importance, as the official is responsible not only for executing an authentic deed but also for verifying the identities and legal capacities of the parties, examining the legal status of the land, confirming the authority of the parties to conduct the transaction, and ensuring the completeness of all documents required for the transfer of rights. Accordingly, the PPAT deed functions as a preventive legal instrument intended to minimize land disputes and to ensure that every transfer of land rights complies with applicable laws and regulations.

Nevertheless, private land sale and purchase transactions without a PPAT deed remain common in Indonesia due to factors such as family relationships, limited legal awareness, cost considerations, and restricted access to PPAT services. Although such agreements are legally valid and binding under Article 1320 of the Indonesian Civil Code, they do not provide sufficient legal basis for registering the transfer of land rights, thereby creating legal uncertainty for purchasers.

Although Article 37 paragraph (1) of Government Regulation Number 24 of 1997 expressly requires that every transfer of land rights through sale and purchase be evidenced by a Sale and Purchase Deed (Akta Jual Beli—AJB) executed before a Land Deed Official (Pejabat Pembuat Akta Tanah—PPAT), the regulation also provides an exception under Article 37 paragraph (2). This provision stipulates that, under certain circumstances, the Head of the Land Office may register a transfer of land rights based on a deed that was not executed before a PPAT, provided that the degree of its evidentiary reliability is considered sufficient. In principle, this exception reflects legislative flexibility intended to accommodate particular social circumstances that may arise in practice. However, Article 37 paragraph (2) does not define the meaning of the phrases "certain circumstances" or "a sufficient degree of evidentiary reliability," thereby creating uncertainty regarding the conditions under which the exception may be applied. The absence of clear normative standards opens the possibility for divergent interpretations in the administration of land registration.

From the perspective of legislative drafting theory, every legal norm should satisfy the

principle of *lex certa*, which requires statutory provisions to be formulated clearly, precisely, and unambiguously so that they can be consistently understood and applied without generating multiple interpretations. A vaguely formulated legal norm (vague norm) diminishes legal effectiveness because it grants excessive interpretative discretion to both public officials and legal subjects. Consequently, clarity of legal norms is not merely a matter of legislative drafting technique but also a fundamental prerequisite for the realization of legal certainty as one of the primary objectives of law.

The normative ambiguity of Article 37 paragraph (2) becomes increasingly apparent when examined in the context of land administration practice. In reality, some applications for the registration of transfers of land rights supported only by privately executed documents have been accepted by Land Offices, whereas similar applications in other jurisdictions have been rejected on the grounds that they fail to satisfy the applicable administrative requirements. Such inconsistency demonstrates the absence of objective legal standards for determining what constitutes "certain circumstances" or what level of evidentiary reliability may legitimately be regarded as "sufficient" for the purpose of exercising the discretionary authority of the Head of the Land Office. As a result, the implementation of Article 37 paragraph (2) largely depends upon the subjective assessment of administrative officials, thereby creating the potential for inconsistent administrative practices in land registration.

From the standpoint of legal certainty, this condition produces significant legal consequences. A purchaser who has fully performed the transaction by paying the purchase price and taking possession of the land pursuant to a privately executed sale and purchase agreement may nevertheless fail to obtain formal legal recognition through the national land registration system. Conversely, the seller may remain administratively recorded as the registered holder of the land right, thereby creating opportunities for ownership disputes, subsequent transfers of the same land to third parties, or even the misuse of land certificates that continue to be registered under the seller's name (Setiawan et al., 2021). Accordingly, the ambiguity of Article 37 paragraph (2) gives rise not only to administrative uncertainty but also to broader concerns regarding legal protection for parties acting in good faith.

Previous studies have primarily examined the validity and evidentiary value of private land sale agreements, concluding that such agreements are legally binding under Article 1320 of the Indonesian Civil Code but often face obstacles in land title registration due to non-compliance with formal requirements. However, they have largely overlooked the normative ambiguity of Article 37(2) of Government Regulation Number 24 of 1997 as a key source of legal uncertainty.

The foregoing circumstances reveal a significant discrepancy between the objective of Indonesia's land registration system, namely the realization of legal certainty, and the wording of Article 37 paragraph (2), which instead leaves broad room for interpretation. Accordingly, this study examines not only the legal regulation governing privately executed land sale and purchase agreements under Article 37 paragraph (2) of Government Regulation Number 24 of 1997 but also the juridical implications of the provision's normative ambiguity for legal certainty and justice. Furthermore, the study seeks to formulate clearer normative parameters for the implementation of Article 37 paragraph (2) in order to promote consistency in land registration practices while strengthening legal protection for parties engaging in land transactions in good faith.

Existing scholarship on privately executed land sale and purchase agreements consistently demonstrates that such agreements remain legally binding upon the parties, provided that they satisfy the essential requirements for contractual validity under Article 1320 of the Indonesian Civil Code. Nevertheless, these agreements cannot serve as the formal legal basis for registering the

transfer of land rights because Article 37 paragraph (1) of Government Regulation Number 24 of 1997 expressly requires a Sale and Purchase Deed (Akta Jual Beli—AJB) executed before a Land Deed Official (Pejabat Pembuat Akta Tanah—PPAT). Previous studies have also emphasized that reliance on privately executed deeds frequently creates obstacles in the registration of title transfers and weakens legal protection for purchasers acting in good faith.

Despite these findings, earlier studies have predominantly focused on the validity of privately executed agreements, the evidentiary value of private deeds, or the legal protection afforded to purchasers. Little attention has been devoted to Article 37 paragraph (2) of Government Regulation Number 24 of 1997 as the primary object of legal analysis, particularly with respect to the normative ambiguity embodied in the phrases "certain circumstances" and "a sufficient degree of evidentiary reliability." These phrases constitute the legal basis upon which the Head of the Land Office exercises administrative discretion in determining whether an application for the registration of a transfer of land rights, unsupported by a PPAT deed, should be accepted or rejected. The absence of objective legal criteria governing these provisions renders their implementation highly dependent upon the subjective interpretation of administrative officials, thereby creating the potential for inconsistent administrative practices.

From a theoretical perspective, this situation reflects an inherent inconsistency between the objectives of the Indonesian land registration system and the substance of the governing legal norm. On the one hand, the land registration system is intended to ensure legal certainty, legal protection, and orderly land administration. On the other hand, Article 37 paragraph (2) fails to establish objective standards governing the application of its exception, thereby creating legal uncertainty rather than resolving it. Moreover, legal certainty depends not only upon the existence of statutory regulations but also upon the clarity of legal norms and the consistency of their implementation within administrative practice. Consequently, ambiguous legal norms are likely to undermine the effectiveness of legal protection afforded to holders of land rights.

Based on the foregoing discussion, this study identifies a significant normative gap that has received limited attention in previous scholarship, namely the absence of clear legal parameters governing the implementation of Article 37 paragraph (2) of Government Regulation Number 24 of 1997. At present, no objective standards exist to guide the Head of the Land Office in determining whether a privately executed land sale and purchase agreement satisfies the statutory requirements of "certain circumstances" and "a sufficient degree of evidentiary reliability" for registration purposes. The absence of such parameters not only contributes to inconsistent land administration practices but also adversely affects legal certainty, legal protection, and substantive justice for parties who have entered into land transactions in good faith.

Unlike previous studies, this research does not merely examine the legal validity of privately executed land sale and purchase agreements or the procedural requirements for registering transfers of land rights. Instead, it places the ambiguity of Article 37(2) of Government Regulation Number 24 of 1997 at the center of the analysis by identifying the forms of ambiguity within the provision, evaluating their juridical implications for legal certainty and justice, and formulating objective normative parameters to guide its implementation. Accordingly, this research is expected to contribute to the development of Indonesian land law doctrine while providing normative recommendations for improving the regulatory framework governing land registration.

In light of the foregoing background, this study addresses two principal research questions. First, how is the legal regulation of privately executed land sale and purchase agreements governed under Article 37 paragraph (2) of Government Regulation Number 24 of 1997 concerning Land Registration? Second, what are the juridical implications of Article 37 paragraph (2) for legal

certainty and justice in relation to privately executed land sale and purchase agreements that are not executed before a Land Deed Official (PPAT)? Accordingly, this study aims to analyze these two issues while proposing a normative reconstruction of the interpretation of Article 37 paragraph (2) so that its implementation better reflects the principles of legal certainty, justice, and legal utility within Indonesia's national land registration system.

2. Method

This study employs normative legal research, using a statutory approach and a conceptual approach. The statutory approach is applied to examine the legal framework governing Article 37 paragraph (2) of Government Regulation Number 24 of 1997 concerning Land Registration, while the conceptual approach is employed to analyze the legal concepts and doctrines relevant to the normative ambiguity of the provision and its juridical implications for the registration of privately executed land sale and purchase transactions.

The legal materials used in this study comprise primary legal materials, including statutory laws and regulations; secondary legal materials, consisting of legal textbooks, scholarly journal articles, and legal doctrines; and tertiary legal materials, including legal dictionaries and encyclopedias. These legal materials were collected through library research.

The collected legal materials were analyzed qualitatively using a prescriptive legal analysis. The analysis employed grammatical, systematic, and teleological interpretation to examine the normative ambiguity contained in Article 37 paragraph (2) of Government Regulation Number 24 of 1997. Based on this analysis, the study formulates legal arguments concerning the ambiguity of the provision and proposes normative recommendations for improving the regulatory framework in order to strengthen legal certainty in Indonesia's land registration system.

3. Discussion

Legal Regulation of Privately Executed Land Sale and Purchase Agreements under Article 37 Paragraph (2) of Government Regulation Number 24 of 1997 concerning Land Registration

The transfer of land rights through sale and purchase constitutes one of the legally recognized modes of transferring land rights under the Indonesian land law system. Pursuant to Article 19 of Law Number 5 of 1960 concerning the Basic Agrarian Principles (the Basic Agrarian Law/UUPA), the land registration system is established to ensure legal certainty, legal protection, and orderly land administration. Consequently, every transfer of land rights must be conducted in accordance with the applicable legal framework so that changes in the juridical status of land rights can be lawfully recorded within the national land registration system.

From the perspective of Indonesian civil law, a land sale and purchase agreement is legally valid provided that it satisfies the requirements prescribed in Article 1320 of the Indonesian Civil Code, namely the mutual consent of the parties, legal capacity, a definite object, and a lawful cause. Accordingly, a privately executed land sale and purchase agreement remains legally binding upon the contracting parties. However, the contractual validity of such an agreement does not automatically result in the transfer of land rights within the land administration system because the registration of land rights is also subject to administrative legal requirements.

These administrative requirements are stipulated in Article 37 paragraph (1) of Government Regulation Number 24 of 1997, which provides that the transfer of land rights through sale and purchase may only be registered if it is evidenced by a Sale and Purchase Deed (Akta Jual Beli—AJB)

executed before a Land Deed Official (Pejabat Pembuat Akta Tanah—PPAT). In this context, the AJB does not constitute a substantive requirement for the validity of the underlying agreement but rather serves as an administrative prerequisite for registering the transfer of land rights before the Land Office. As a public official, the PPAT is authorized to verify the identity and legal capacity of the parties, examine the legal status of the land, and ensure the completeness of the required supporting documents. Consequently, the deed executed by the PPAT possesses the evidentiary status of an authentic deed and provides legal protection for all parties involved in the transaction.

Notwithstanding this general requirement, Article 37 paragraph (2) of Government Regulation Number 24 of 1997 establishes an exception by authorizing the Head of the Land Office to register a transfer of land rights that is not evidenced by a PPAT deed under certain circumstances, provided that the degree of evidentiary reliability is considered sufficient. This provision reflects legislative flexibility intended to accommodate exceptional circumstances encountered by members of the public without diminishing the position of the PPAT deed as the principal evidentiary instrument in the land registration system.

The principal legal issue arises because Article 37 paragraph (2) does not define the meaning of the phrases "certain circumstances" or "a sufficient degree of evidentiary reliability." Moreover, the regulation provides neither objective indicators nor procedural guidelines to assist the Head of the Land Office in exercising this discretionary authority. Consequently, the implementation of this provision depends largely upon the subjective assessment of the competent administrative official, thereby creating the potential for inconsistent application among Land Offices in different jurisdictions.

From the perspective of legislative drafting theory, every legal norm must comply with the principle of *lex certa*, requiring statutory provisions to be formulated with sufficient clarity and precision to ensure consistent application and legal certainty. The indeterminate wording of Article 37 paragraph (2) demonstrates the existence of a vague norm, as the provision fails to establish objective standards for determining what constitutes "certain circumstances" or what evidentiary threshold satisfies the requirement of "a sufficient degree of evidentiary reliability." As a consequence, parties engaging in privately executed land sale and purchase transactions are unable to ascertain with certainty the legal requirements necessary for the registration of the transfer of land rights.

The normative ambiguity embodied in Article 37 paragraph (2) is manifested in two principal respects. First, the provision does not specify the criteria for determining what circumstances may legitimately be classified as "certain circumstances." It remains unclear whether the phrase encompasses geographical limitations, restricted access to PPAT services, emergency situations, or other legally relevant conditions. Second, the provision does not prescribe the types of admissible evidence or the verification procedures required to determine whether a transfer of land rights possesses "a sufficient degree of evidentiary reliability." The absence of these objective parameters causes the implementation of Article 37 paragraph (2) to depend heavily upon the discretionary judgment of the Head of the Land Office, thereby creating the possibility of inconsistent administrative practices in land registration.

In the author's view, the principal legal problem does not lie in the existence of Article 37 paragraph (2) as an exception to the general rule governing land registration. Rather, the fundamental issue concerns the lack of normative clarity in its formulation. Accordingly, the provision requires regulatory refinement through the establishment of explicit criteria defining "certain circumstances," the specification of the categories of documentary evidence that may be accepted, and the formulation of transparent verification procedures for assessing "a sufficient

degree of evidentiary reliability." Such regulatory clarification would strengthen legal certainty, promote consistency in the administration of land registration, and enhance legal protection for parties who conduct privately executed land sale and purchase transactions in good faith

Juridical Implications of Article 37 Paragraph (2) of Government Regulation Number 24 of 1997 for Legal Certainty and Justice in Privately Executed Land Sale and Purchase Agreements

Article 37 paragraph (2) of Government Regulation Number 24 of 1997 constitutes an exceptional provision that authorizes the Head of the Land Office to register the transfer of land rights even where such transfer is not evidenced by a Sale and Purchase Deed (Akta Jual Beli—AJB) executed before a Land Deed Official (Pejabat Pembuat Akta Tanah—PPAT). Although this provision was intended to introduce flexibility into the administration of land registration, its formulation has generated significant juridical implications because it fails to establish clear legal parameters for the phrases "certain circumstances" and "a sufficient degree of evidentiary reliability." Consequently, the implementation of the provision depends largely upon the interpretation and discretionary judgment of the competent administrative authority, thereby creating the potential for legal uncertainty.

From the perspective of legal certainty, the ambiguity of the provision results in the absence of uniform standards governing the registration of privately executed land sale and purchase transactions. In one jurisdiction, an application for registration may be accepted on the basis of particular documentary evidence, whereas an identical application submitted in another jurisdiction may be rejected for failing to satisfy the applicable administrative requirements. Such inconsistency demonstrates that the implementation of Article 37 paragraph (2) has not fully reflected the principle of legal certainty, which constitutes the primary objective of the Indonesian land registration system as mandated by Article 19 of Law Number 5 of 1960 concerning the Basic Agrarian Principles.

This legal uncertainty directly affects the legal protection afforded to purchasers acting in good faith. Although a privately executed land sale and purchase agreement may satisfy the substantive validity requirements prescribed in Article 1320 of the Indonesian Civil Code, the purchaser does not acquire formal administrative recognition as the holder of the land right until the transfer has been duly registered. Until such registration is completed, the seller remains recorded as the registered holder of the land right in the land certificate, thereby creating opportunities for ownership disputes, subsequent transfers to third parties, and the misuse of land rights. This situation illustrates a fundamental disparity between the contractual validity of a privately executed agreement under civil law and the legal certainty of land rights within the land administration system.

In addition to its impact on legal certainty, the normative ambiguity of Article 37 paragraph (2) also has significant implications for the realization of justice. The principle of justice requires that every citizen receive equal treatment in accessing public services, including land registration services. However, where the implementation of a legal norm depends primarily upon the subjective assessment of administrative officials, individuals in substantially similar legal circumstances may receive different administrative decisions. Such unequal treatment is inconsistent with the principle of equality before the law and may ultimately diminish public confidence in the integrity and reliability of Indonesia's land administration system.

Nevertheless, Article 37 paragraph (2) retains considerable practical and legal significance because it enables the State to accommodate exceptional circumstances in which members of the public are genuinely unable to execute a land sale and purchase transaction before a PPAT. Accordingly, the principal issue does not lie in the existence of the exception itself but rather in the absence of objective legal standards governing the exercise of the discretionary authority vested in

the Head of the Land Office. A legal norm that confers broad discretion without clearly defined parameters is inherently susceptible to inconsistent implementation and may even create opportunities for arbitrary decision-making or abuse of administrative authority.

In the author's view, achieving both legal certainty and substantive justice requires a normative reconstruction of Article 37 paragraph (2) of Government Regulation Number 24 of 1997 through the establishment of clearer legal parameters governing its implementation. Such reconstruction should, at a minimum, include: (1) objective criteria defining "certain circumstances" that justify the application of the exception; (2) the categories of documentary evidence that may be accepted as the legal basis for registration; (3) standardized verification procedures to be applied by the Land Office; and (4) objective standards for assessing "a sufficient degree of evidentiary reliability." The establishment of these normative parameters would preserve the discretionary authority of the Head of the Land Office while ensuring that such discretion is exercised within a clear legal framework. Ultimately, this approach would promote greater consistency in the implementation of Article 37 paragraph (2), strengthen legal certainty, and better reflect the principles of justice and equal legal protection within Indonesia's national land registration system.

Recommendations for Improving the Legal Framework and Ensuring Consistent Implementation of the Law in the Registration of Privately Executed Land Sale and Purchase Transactions

Based on the findings of this study, both the regulatory framework and its implementation under Article 37 paragraph (2) of Government Regulation Number 24 of 1997 require further refinement to prevent inconsistent interpretations in the registration of privately executed land sale and purchase transactions. The Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN) should clarify the provision by establishing more precise legal parameters, particularly with respect to the meaning of "certain circumstances" and the criteria for determining "a sufficient degree of evidentiary reliability." Such clarification would provide clearer legal guidance and promote greater consistency in the implementation of the provision.

Furthermore, Land Offices should adopt standardized and objective verification procedures when examining applications for the registration of privately executed land sale and purchase transactions in order to ensure uniform application of the law across different jurisdictions. At the same time, public legal awareness should be strengthened by emphasizing that land sale and purchase transactions should, as a general rule, be executed through a Sale and Purchase Deed (Akta Jual Beli—AJB) before a Land Deed Official (Pejabat Pembuat Akta Tanah—PPAT) as the principal mechanism for ensuring legal certainty and legal protection. Accordingly, Article 37 paragraph (2) of Government Regulation Number 24 of 1997 should be understood and applied solely as a limited exception under specific circumstances rather than as an alternative procedure to the general rule.

In this regard, strengthening the normative framework and ensuring consistent implementation of the law are essential to achieving legal certainty, legal protection, and orderly land administration in the registration of transfers of land rights.

4. Conclusion

Based on the findings of this study, it can be concluded that Article 37 paragraph (2) of Government Regulation Number 24 of 1997 continues to exhibit normative ambiguity in regulating the registration of privately executed land sale and purchase transactions. This ambiguity is primarily reflected in the phrases "certain circumstances as determined by the Minister" and "a sufficient degree of evidentiary reliability," neither of which provides clear legal definitions or objective criteria to guide administrative authorities in their implementation. As a result, the

provision allows divergent interpretations in land registration practices among Land Offices, thereby creating the potential to undermine legal certainty for members of the public.

To enhance legal certainty and ensure consistent application of the law, Article 37 paragraph (2) of Government Regulation Number 24 of 1997 should be refined by establishing clearer legal criteria, procedural requirements, and evidentiary standards governing the registration of privately executed land sale and purchase transactions. In addition, uniform implementation guidelines should be adopted for Land Offices, accompanied by greater public awareness of the importance of conducting land sale and purchase transactions through a Sale and Purchase Deed (Akta Jual Beli—AJB) executed before a Land Deed Official (Pejabat Pembuat Akta Tanah—PPAT). Such measures would enable the flexibility provided by the provision to accommodate exceptional circumstances while remaining consistent with the fundamental objectives of Indonesia's land registration system, namely the promotion of legal certainty, legal protection, and orderly land administration

References

- Asshiddiqie, J. (2019). *Perihal Undang-Undang*. Jakarta: Rajawali Pers.
- Damayanti, S. D. (2023). *Peran Notaris Dalam Membuat Akta Pemberian Hak Tanggungan Secara Elektronik*. Universitas Sriwijaya.
- Harsono, B. (2008). *Hukum Agraria Indonesia: Sejarah Pembentukan Undang-Undang Pokok Agraria, Isi dan Pelaksanaannya, ed. revisi*. Jakarta: Djambatan.
- Herlina, M. (2024). Konsep penyusunan norma penjelasan peraturan perundang-undangan guna mencegah multitafsir dalam penegakan hukum di Indonesia. *Jurnal Penelitian Hukum Galunggung*, 1(3), 54–56. <https://doi.org/10.22515/jurnalalhakim.v4i2.5939>
- Indrati, M. F. (2020). *Ilmu Perundang-undangan: Jenis, Fungsi, dan Materi Muatan*. Yogyakarta: Kanisius.
- Maharani, I. A. D., Puspadma, I. N. A., & Astiti, N. G. K. S. (2023). Keabsahan Jual Beli Hak Atas Tanah Yang Dilakukan Tanpa Akta PPAT Ditinjau Dari Perspektif Peraturan Pemerintah Nomor 24 Tahun 1997 Tentang Pendaftaran Tanah. *Jurnal Konstruksi Hukum*, 4(3). <https://doi.org/10.55637/jkh.4.3.8036.261-267>
- Santoso, U. (2017). *Pejabat Pembuat Akta Tanah: Perspektif Regulasi, Wewenang, dan Sifat Akta*. Jakarta: Kencana.
- Setiawan, A. T., Kistiyah, S., Laksamana, R., Tinggi, S., & Nasional, P. (2021). Problematika Keabsahan Jual Beli Tanah di Bawah Tangan Tanah di Kawasan Transmigrasi. *Tunas Agraria*, 4(1), 22–39.
- Setiyanto. (2022). Analisis Yuridis Jual Beli Tanah yang Dilaksanakan dengan Perjanjian di Bawah Tangan terhadap Proses Pendaftaran Peralihan Hak Atas Tanah Berdasarkan PP Nomor 24 Tahun 1997. *Jurnal Surya Kencana Dua: Dinamika Masalah Hukum Dan Keadilan*, 9(1), 76–6.
- Sumardjono, M. S. W. (2009). *Hukum Pertanahan Indonesia*. Yogyakarta: Gadjah Mada University Press.
- Sumarna, M. I., Amini, T., Moneta, M., & Fortuna, A. (2025). Pelaksanaan Pendaftaran Tanah sebagai Upaya Kepastian Hukum Hak Atas Tanah di Indonesia. *LEGALITAS: Jurnal Ilmiah Ilmu Hukum*, 10(2), 153–158.