**Legal Analysis Regarding the Responsibilities of Intermediaries in the Sale and Purchase of Land**

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| Abstract |  | Inside practice, sell-buy that involves party seller and buyer, especially on purchases right on land, requires a party third to be on duty as an intermediary with function as a giver of information, a liaison, as well as someone acting as a recipient of power. Following the Civil Code in Article 1792, which regulates gift power of attorney, and Article 1338, paragraph (3), everything must be done in good faith. However, not all intermediaries can operate, giving trust to them with ok. Practical loss in some party Study This will describe factors from the cause of the selling process, buy right on done land through the intermediary role, and not quite enough answer party third the recipient power inside the buy right on done land. Studying this also explains the consequence law. Suppose there is a default and also in the process of settlement. The interview process is used to collect data; the informant or respondent reluctantly conducts field and literature research and a qualitative forward analysis study. From research, those are the givers of power to intermediaries for a more thorough and considerate application of various principles, especially justice for all parties. |
| Keywords |  | Buying Land; Civil Law; Intermediary; Selling |
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1. **INTRODUCTION**

Property in Indonesia is one of the sufficient aspects important in life processes. Where land is included in it. Moreover, one possible step to get the proper ownership and transfer of land is the do method of sell and buy. Agreement process: sell buy right on the land. This can be done on the ground on blank or unfinished land built, whatever, until existing land is built on. This is regulated in the Civil Code, or as it is usually called, the Civil Code. An agreement sell buy This is distinct from a purchase agreement.

Agreements to sell or buy have a definition as agreements made by some party. Where will rights and responsibilities be served? Answers from various parties From the Civil Code in Article 1457, which becomes based on an agreement to sell and buy the inside, arrange an agreement with the doing party binding himself to deliver something object to another party using pay price already specified and promised.

Based on the law's definition as one agreement or bond inside the Civil Code about engagement, sell buy in a manner general. Buy is an agreement in the selling process, especially in this Article 1457. One party will tie himself to delivering material, and others will pay the promised price. From the chapter, it is obtained that sell-buy includes agreeing.

A temporary condition is legitimate from an appropriate agreement with Article 1320 of the Civil Code. This mentioned the deal that happened. This will tie themselves to prowess in making an engagement matter sure and also a lawful reason. If the conditions of the agreement are fulfilled, then the agreement between the second split party can be canceled. Moreover, the agreement still exists until the judge decides who will decide about the agreement.

Then if a condition about a matter is specific and also for lawful reasons, but the condition is neither objective nor fulfilled inside the agreement, then the agreement will also be void in the eyes of the law, and since the beginning, it will be considered that there is no agreement to sell or buy from a second split party.

Sell buy right on the land. This is the nature of the obligation in the Civil Code. This definition says that an agreement to sell will put mutual rights and obligations between parties related yet move rights owned by the party seller; likewise, transfer rights belong to do after submission, also known as levering (Soedharyo, 2004).

Article 1458 of the Civil Code states that no move will be considered to have occurred through right on the land. This is not yet fully submitted to the party buyer, likewise with the price yet paid. The transfer of rights on land requires action in the realm of law, appropriate submission, and applicable regulations.

Sell buy right on land This is based on the Civil Code. There are 2 aspects consisting of the agreement that occurred and the delivery of separate rights, one with the other. As a result, though several agreements are already finished with the deed notary, the land still becomes owned by the seller if aspects are not yet done. Moreover, buy right on the ground inside the law, customs, and UUPA's own based definition. Article 5, where you buy a right on land, must be customized with custom-related laws (Sutedi, 2010).

Based on the law, customs sell and buy land as a transfer right on the land. This has its own cash and bright personality. This relates to the deed transfer right that should be done with head customs and held directly in front of head customs. The customs chief will serve as the officer in charge of legal and regular agreements and the transfer of land rights. Besides that, the transfer must be known in a general way.

Moreover, cash in question is deed transfer rights and payments to transfer land that are done in a manner together. Because it is the payment process, cash can be paid with cash or in part, where one of the payments is in cash. Payment: this is also considered cash. Moreover, if the buyer cannot pay the rest, then the party from the seller cannot do demands with base sell buy ground. However, possible demands carried out by parties are base law debt receivables.

There are procedures in the selling process. Before beginning the process of purchasing land, there are a few things that must be done carefully and thoroughly. This caused There is a lot that has happened with lacking properties that are profitable later on for buyers. It is like existing land in scramble, inheritance, or dispute. Then location land in vulnerable areas like caught policing or currently happening conflict.

There are several aspects of being a necessary thing noticed from the ground. That is, seller and buyer. For sellers, several things can be considered in the selling process. The first thing to remember during the process is that the party selling the land has legal rights to it.

If the holder of the land is the only one, then the party seller can directly sell the land without other people's permission. However, if the owner of the land is more than one person, the holder of the right to the land must have one vote. If you want to sell Land the No, only the owner acting as a seller in the selling process can buy land like this. Because if this happens, then it will be considered null and void. It means the law will not consider that the selling process has already begun. The practical buyer will be sufficiently harmed.

The second aspect is the seller's authority to sell. If an individual owns the land but has no authority to sell it because he does not meet certain conditions, such as having a child under 18 or being in debt, the land cannot be sold or purchased.

If there is a selling process on land and the seller owns the right to the land but has no authority, then the selling process can be canceled by the owner's interest in the selling process. Moreover, the State Land Agency will reject registration from the selling process (Perangin, 1987).

The third and necessary aspect that gets attention is that the seller can sell a plot of land to be objected to. This can happen if someone selling a plot of land also owns authority in the selling process and buys it. Individuals, on the other hand, are not yet permitted to sell land. For example, when an individual with land that turned out to be former West Rights or former Indonesian Rights once registered or freehold land based on the UUPA but not yet registered with BPN. It could also be a certificate missing that makes the party seller not yet allowed to sell the land. The party seller must manage and earn a certificate of land, mainly before it is sold to the buyer.

The fourth aspect, viz., seller and buyer, is whether the seller or buyer represents themselves alone or gains power from the other party. You must have a clear identity if you are a direct and powerful seller or buyer. Clear identity: Of course, it must follow KTP, where there is a name, date of birth, address, and a signed hand or printed clear finger. Passports can also be used to establish one's identity.

If the seller and buyer are legal entities, then identity from the name and form of legal entities must be clear. Likewise, with legal status and managers from legal entities, All aspects of Canada are known through budget rules and regulations, legislation, and its formation. In the matter, the seller and buyer must Act through power. Where must make a letter memorable For sell asset or land.

Sell buy right on land This sometimes uses a service from a third party. The third is an intermediary, and can also become a recipient of power from the parties involved in the selling process. This is based on the enforcement principle of freedom contracted with Base Civil Code Article 1320. Freedom intermediary also has a base in provisions from the Civil Code, which contain authorization in Articles 1792 to 1819 of the Civil Code.

In the Civil Code, in Article 1792, it is mentioned that gift power" is an agreement involving one party giving power to another party and accepting it to organize a business. The involvement of intermediaries and power from sellers and buyers does not consist of objects sold and bought. But also against several objects. Intermediary and power sales This later can earn money, or average fees,from his involvement in the selling process as an intermediary. The *fees* or service fees Are usually negotiated, especially before the process is done.

Intermediary: No, everything. Can operate roles and responsibilities answer he has with ok Especially to ownership rights from Land, There are several usual factors, like:

1. Information presented No, always true, and no, following agreement.
2. Deliver no payment in accordance.
3. No trust in operating duties and roles

This is certain. Just make sure there is a default that occurred. And no, only on roles from intermediaries. However, designating other parties as intermediaries sometimes means no right intermediary, like an agreement, which can raise a loss alone.  Of course, it is just exciting. It is tested and researched more about the correlation and relationship of the selling process between party sellers, buyers, and intermediaries with connections with the ground.

1. **METHOD**

The research uses juridical empirical with objective as a method in the study procedure about implementation set out in the Civil Code and regulations. The regulation will be reviewed for fact-related social study. Based on thinking (Soekanto, 2003), research with put forward law sociologically related empiricism with the study will identify no law writing and effectiveness from the law the

Inside research: law, sociological, or empirical This can be used for stage measurement in related laws and the civil code, with possible effectiveness obtained from regulation. Determination sample This, taken with the method of purposive sampling with a respondent or capable informant, represents me population (Amiruddin & Asiki, 2003).

Data collection is carried out with a study bibliography. Read book texts, theories, and legislation to get the usual secondary data done. Then there are also articles and scientific writings correlating with the problem under study. Temporary field research can be obtained to get primary data with the interview process from the parties involved in selling and buying Land (Achmad & Fajar, 2010).

Processing and analyzing this data Can be done with the put forward method as qualitative as possible to get results from descriptive analysis with statements from existing data sources concerned, and he continued with the study. This got good secondary data and then primary analyzed to become A research.

1. **FINDINGS AND DISCUSSION**

The Civil Code arranges agreements and also the agreements that have systems open. Inside-law agreement or engagement This owns enough freedom to subject inside-law procurement agreements that do not violate regulations about legislation, order general, or decency. Article 1338, Paragraph 1 of the Civil Code, mentions that all agreements are made in a manner legitimate by their provision law as the Constitution for the maker's agreement (Salim, 2007).

An agreement has its definition as a correlation between related laws with a treasured object between the 2 sides considered parties to do agreement. To use do or not do something matter with involve other parties have right in demand promise to carry out the Another definition of agreement is "a correlation between law, treasure, object, or riches between 2 people or more to serve strength right to a party in getting achievement as well as make the other party have an obligation to finish performance" (Harahap, 1982).

Based on the narrative from Pradjodikoro (1988) states that agreement is a correlation between a treasured object and two committed parties to do a job. Temporary parties other entitled to demand from the implementation agreement. There are several usual aspects and elements inside an agreement. One is an element from related laws with treasure objects and wealth between two people or more. In agreement, one party will give rights to the other party and is obliged by the other party to fulfill past achievements agreed upon.

The Civil Code Article 1457 mentions that sell-buy is an agreement from the binding party himself to use and deliver objects to another party, and the other party inside pays the price already promised. An agreement to sell or buy can happen if party sellers and buyers have already agreed on the price and the object being transacted. Moreover, this is already legitimate, though the price or submission object is not yet done.

The content chapter also mentions that inside an agreement, sell and buy include two essential elements: goods and prices. If the second aspect is already available, then an agreement to sell or buy is already considered to be going on and happening between two parties, that is, sellers and buyers. Especially if the second split party already agrees with the price and conditions of the goods being sold (Muhammad, 2006),

If connected with an agreement about selling right on the ground, the matter will consist of the ground and its objects. In Law No. 5 of 1960 concerning Provisional Agrarian Law (UUPA), there is a regulation in a manner detailed and firm about the matter. Besides, there are no governing regulations about implementing "sell buy ground. Article 5 of the Law Tree, Agrarian Arrangements, about selling and buying rights on land, reads:

**"**Indonesia's National Land Law is law custom, meaning it uses conception, principles, institution law, and system from law custom. Customary law in question, Of course, is just the law traditions that have been sane and removed as flawed or perfected. So understanding sell-buy land according to this National Land Law is understanding sell-buy land according to law and custom."

An agreement is called valid and owned strength law If you fulfill appropriate requirements with the Civil Code. Moreover, agreement, sale, and buy are included in one type of engagement that has its source in agreement and consent. In a legal proceeding, such a sale or purchase must be based on several conditions outlined in Civil Code Article 1320, which include:

1. The agreement that makes the binding process
2. Agree with Correct
3. The agreement relates to something specific.
4. The agreement caused a lawful reason.

Of the 4 conditions, Of course, it just becomes an absolute requirement and also must be available in each agreement. A deal between second split parties and a manufacture letter agreement with Correct become subjective terms. Temporary conditions that relate to an agreement with something specific and lawful enough to be objective

There must be consequences if condition No can be met. If this happened, then the agreement was demanded with cancellation, so that process did not happen.  Of course, one party has the right to use the request that the agreement is already done and agreed to be canceled. The existing agreement is null and void if the condition objective is not fulfilled.

Temporary provision about intermediary inside sell buys right the based on principle freedom appropriate contract with Civil Code in Article 1320 Jo 1338 which states that agreement is valid and valid for those who make it Intermediaries in the selling process buy land right away. This judgment is based on the applicable law in Indonesia. Moreover, this is regulated in the Civil Code, from Article 1792 to Article 1819. In this article, 1792 mentioned that giving power about an agreement to another party, with which party the power is accepted, is inside the maintenance of a business.

Agreement about gift right power, also called *lastgeving, has been known since the mid-nineteenth century.* Moreover, this gift of power too often happens in the present era. However, in modern times, giving power will be accompanied by the payment of wages to the recipient of the power. Seldom Enough Now, these are the recipient's powers. Can Act with Volunteer Accept Power? (Harahap M., 1986)

Following the Civil Code, in Article 1793, it is mentioned that power can be given and received in a general deed, especially inside an inscription below the hands. Even with a single piece of paper or an oral agreement, the power is transferred to the party receiving it. Acceptance process power also happens in a manner hidden, tacit, and inferred from implementation power and the giver's power.

Giving power received by the recipient from the giver to do it is implemented inside a deed form of law agreement to sell buy right on land, which can be done without the presence of the owner of the land in a manner directly related to the selling process. Inside matter recipient power will carry out all type-related matters with an agreement to sell buy right on medium land done. With gift power or *volmacht* to holder power, the holder makes himself his authority in doing action law for implementation interests and above name from the giver power.

There is a responsibility answer from the intermediary or recipient power inside the agreement to sell buy right on the ground. Moreover, receiver power: of course, he must carry out assigned tasks following those already empowered. Of course, the recipient's power is limited to what he can do with it. If the recipient power or intermediary does power outside existing authority, then if losses arise from negligence and also no perfection, it will not be quite enough answer from the intermediary or recipient power.

Regulation already following the Civil Code in Article 1806, which states that the intermediary or recipient power already gets an announcement in a manner legitimate from the giver power about related matters with power as well as the authority to agree inside position in power the And no responsible answer about what happens is out of control from intermediaries such as such, except for a not quite a personal answer from recipient power.

Inside appropriate laws with the Civil Code There are various types of insufficient answers on the side of the written law from:

1. *Not enough pretty characteristic answers absolute*

Not quite enough answer This is not quite enough answer inside the law, which will charge the actors who act against the applicable law. Moreover, the law will see from deeds done if there is an element of intentionality or not and if there is an element of error. Within the realm of law, the offender will be asked for bear answer deed them. Although the deed was done without purpose, it has an element of negligence.

1. *Legal responsibility without guilt*

Not enough answer: This was charged to the doer's error in understanding the law. Violating a law can just still become an error morally. However, there are several types of inadequate responses to action, including both intentional and unintentional negligence on the part of the perpetrators. Moreover, the interests of the other party are also protected by the law, which becomes not quite enough of an answer without eye fault, legally and morally.

1. *Not quite enough answer No, there is a limit.*

Not quite enough answer This own draft is a process responsibility response from the landowner that can provide proof of an error from a third party or causative agent. Moreover, losses that have been proven to be caused by an error on the part of a third party, so that the receiving intermediary trust from the giver power must pay the change loss. Party third given power must not be enough to answer in a manner that does not limit inside replacement losses from the second split party. Good from party first as the owner of land or party second that is the buyer. So intermediary must pay a complete loss except for the base agreement from a second split party (Martono & Sudiro, 2010).

According to the data obtained, several possible factors still contributed to the parties' agreement to sell and buy land rights. This uses service intermediaries, namely:

1. *Voters' land is at the far end of the area of land being sold.*

Already become confidential in general that owner land often is not on location to be sold. Moreover, p This is proof that there is a development enough economy proliferating in urban areas that can make the public move around. So there are lots of treasure things in their village that cannot be mastered directly by the parties owners from the land. Same thing if you want to do diversion from proper ownership of land. This no No be directly done by the owner from the right on the ground because there is a role from a third party or intermediary that can represent the owner's right on the land.

The owner's land This uses services from intermediaries in the selling process. Average owner's land This location is very far from the asset land. Moreover, intermediaries or third parties will get a commission from the selling process if they buy right on the land.

1. *Required processing time*

Selling process: buy right on land to object No move. This will take quite a while. In sell buy right on land," the submitted information about rights owned by objects that are not "switch right on land can happen very fast. Of course, there is a process that is quite long and also requires extra power. Inside agreement: sell buy right on the land. This must be done by making a deed, selling it, and returning the name until registration to BPN or the National Land Agency. With the power given to a third party or intermediary, such an intermediary's own inside authority represents the seller in the management process while making the deed. Good through the Sub-District Head of PPAT or PPAT notaries without being attended in a manner directly by the land owner.

1. *Sale land with fast*

Other factors make the selling process more accessible by using an intermediary or third party. This happened. One of them is a service intermediary that can look for a candidate buyer quickly. Moreover, usually, the landowner cannot look for a suitable buyer. So that party, third party, or intermediary will give help in looking for candidate buyers and advertising land to be for sale. In this case, the intermediary serves only as a point of contact. However, intermediaries can also act directly with buyers to determine the price of land. However, an agreement was previously made, particularly with the party First as the land owner to be sold.

1. *Minimal understanding of procedure: sell, buy land*

Understanding less about land sales and ownership rights on land can cause society to change. This can divert rights of ownership on land and create obstacles in the implementation process. Of course, other parties must have understanding an understanding of the procedure right selling buy on land. In the selling process without intermediaries, many respondents and informants stated that they would experience trouble inside the selling process and managing all related transaction matters. This is because a sell-buy-object-no-move will be different from a sell-buy-object-move. In the sales process, the object moves on; the seller only needs to deliver goods after the money is agreed upon and submitted. However, in selling the object, no move; of course, various types of procedures must be completed. Moreover, intermediaries can give help for it.

From the data obtained to study this, it is concluded that an agreement to sell or buy a right on land use to a third party or intermediary is done inside a form of written power. Giving the power to party third from party first or party second done in the verbal form will make it easy for the intermediate to determine a price already customized with the desire of several parties.

No, seldom There are several intermediaries to act as recipients of power from the party seller or party first to determine a higher price than the price determined by the party seller or owner of the land. Moreover, gifts power the to in form written. This owns a significant role. This can become proof if disputes and problems arise later in the day to be goods proof in the agreement process.

Of course, honesty becomes an essential aspect of the transaction process. This ensures that all parties are satisfied and that no party is harmed due to the agreement to sell and buy land. Although in the process in the field, not all intermediaries and parties can accept power and honesty to carry out their jobs. So that the action harms many felt parties, And enough cheating is going on due to behavior from the third party or intermediary. Inside practice agreement: sell buy right on land This frequently discovers information that is not following the seller's party with the intermediary. Moreover, sure, it can give loss alone.

In practice, selling buy right on land use service to a third party or intermediary as power from the party seller often found mischievous intermediaries from given obligations or in power to them. Same thing to party buyers and sellers from right on land that is not under obligation; they act as intermediaries in the selling process right on land. For example, the parties (buyer or seller) have no delivery right from the intermediary following the existing agreement.

According to interviews and respondent interviews, the intermediary already determined the price because the intermediary wanted to profit from selling buy right on the land. Moreover, no intermediary seldom wishes to profit from sales, and enough lots occur in the selling process to buy right on the ground. Sometimes intermediaries determine a higher price because the owner sets too low prices. Moreover, if the owner approves the determination price, a third party or intermediary can take them. If not approved, the intermediary must deliver the price of the sold land to the owner.

Notary PPAT information obtained that intermediary or third party No Can request responsible answer If party third is capable of carrying out appropriate obligations with an agreement with the owner right on land If anything, several parties that do not have quite enough answers or obligations following the agreement can be resolved with the method of the joint agreement, and the intermediary or third party will not have quite enough answers following what is given power against him.

From the description, one can understand that an agreement, power, or contract must be accompanied by good faith not to cause wrong understanding and disputes in the selling process. Party third to be recipient power This must act according to the power given to himself. Moreover, if you want to do something that exceeds your power, you must first get permission from the person who gives you the power.

Completion default between intermediaries and recipients gives power to the land owner. This can be done well by party intermediaries and owners. If the default is done by the party receiving intermediaries power, then settlement can be done with the method of kinship and without the existence of track law or parties three involved in the matter. Temporary: If the doing party defaults and accepts the consequences of appropriate laws with a habit, then it can pay change and make a loss to the party without taking track trial. Moreover, this will ease the process and not require great expense or time.

While completion, default between party third or intermediary and party buyer to the right on land is also done in a family manner. Completion of the dispute that can sure happen will give consequence loss to the second split party. However, it is possible to reach an agreement without going to court. Moreover, completion can be done peacefully and by seeking the best road with participating parties involved in the selling process to buy land.

Several aspects make up the settlement process done with the family method. That is reluctance inside buyers to submit problems to the tracking law. This caused every petition filed to court to be returned to the party feeling harmed. After that, the aggrieved party can file a lawsuit with a letter of complaint against the other party. Then a lawsuit will enter track court. This will take a long time and also have a very high cost.

1. **CONCLUSION**

Several possible factors cause the selling process by buying rights on land with intermediary media. Where the owner's right on land is not located and is far away from the location, then the transaction sells to buy; of course, it just needs a very long time and can drain time from the owner's hold. Another factor is agar soil's quick behavior and a lack of understanding about the selling process of buying land. Party third, or intermediary, has a role as recipient power in the selling process, buying right on land to be operated obligations and responsibilities, and answering them with a fine, though there are several bad intermediaries. Temporary: For settlement case default, all parties agreed to finish problems and disputes with method kinship and no bring problem. This is table green.

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