

**TINJAUAN YURIDIS PENCANTUMAN SYARAT BATAL DALAM  
PERJANJIAN PENGIKATAN JUAL BELI SATUAN  
RUMAH SUSUN PENTAPOLIS RESIDENCE  
DI BALIKPAPAN SUPERBLOCK**

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**INTISARI**

Penelitian dalam Penulisan Hukum ini bertujuan untuk memberikan analisis terhadap keabsahan Perjanjian Pengikatan Jual Beli Satuan Rumah Susun Pentapolis Residence yang mencantumkan syarat batal dengan mengesampingkan Pasal 1266 dan 1267 KUHPerdara dan perlindungan hukum bagi pihak pembeli atas pencantuman syarat batal dalam Perjanjian Pengikatan Jual Beli Satuan Rumah Susun Pentapolis Residence.

Penelitian dalam Penulisan Hukum ini merupakan penelitian hukum normatif yang dilakukan dengan cara meneliti bahan pustaka primer, sekunder, dan tersier. Data yang diperoleh dianalisis menggunakan metode kualitatif yang selanjutnya dituangkan dalam bentuk uraian dengan pendekatan naratif deskriptif sehingga mendapat kesimpulan dari permasalahan.

Berdasarkan hasil penelitian dapat disimpulkan bahwa klausula dalam PPJB Sarusun Pentapolis Residence yang mencantumkan syarat batal dengan mengesampingkan Pasal 1266 dan 1267 KUHPerdara adalah batal demi hukum karena tidak memenuhi syarat suatu sebab yang halal. Perlindungan hukum pencantuman syarat batal dalam suatu perjanjian harus didasarkan pada ketentuan Pasal 1265, Pasal 1266, dan Pasal 1267 KUHPerdara untuk menjamin terpenuhinya unsur keadilan, kepastian hukum, dan kemanfaatan bagi para pihak.

**Kata Kunci:** Perjanjian Pengikatan Jual Beli, Syarat Batal, Perlindungan Hukum.

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***A JURIDICIAL REVIEW ON THE INCLUSION OF THE TERMS  
OF CANCELLATION IN THE PENTAPOLIS RESIDENCE  
APARTMENTS SALES AND PURCHASE AGREEMENT  
IN BALIKPAPAN SUPERBLOCK***

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**ABSTRACT**

*The legal research in this legal writing aims to provide an analysis on the validity of the Pentapolis Residence Apartments Sales and Purchase Agreement, which includes terms of cancellation by excluding Articles 1266 and 1267 of the Indonesian Civil Code alongside the legal protection for the buyer for the terms of cancellation in the Pentapolis Residence Apartments Sales and Purchase Agreement.*

*The legal research in this legal writing is normative legal research conducted by examining the available primary, secondary, and tertiary sources. The data obtained were analyzed using a qualitative method which was then processed to form arguments and comments with a descriptive narrative approach to formulate a conclusion for the problem.*

*Based on the results of the study, it can be concluded that the clause in the Pentapolis Residence Apartments Sales and Purchase Agreement including the terms of cancellation by excluding Articles 1266 and 1267 of the Civil Code can be considered null and void because it does not meet the requirements for a lawful cause. Legal protection of terms of cancellation in an agreement must be based on the provisions of Article 1265, Article 1266, and Article 1267 of the Indonesian Civil Code in order to ensure the fulfillment of elements of justice, legal certainty, and benefits for the parties.*

**Keywords:** *Sales and Purchase Agreement, Terms of Cancellation, Legal Protection.*

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