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## THE PRINCIPLE OF GOOD FAITH IN THE AGREEMENT OF SALE AND PURCHASE CONTRACT OF LAND RIGHTS

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### ABSTRACT

Contract (agreement) has become legal needs of society in legitimizing private legal relationship among the legal subjects. Good faith as a principle in binding sale and purchase agreement of land rights still cause problems, related to the meaning of good faith and its abstractness application functions in good faith to resolve the dispute binding sale and purchase agreement of land rights.

Based on these problems, the researchers conducted an analysis of court decisions to find the general rules of good faith that guide judges in assessing and deciding a case. The approach used in this study is the approach of law (statute approach), conceptual approaches, and the case approach.

Based on the results of the study found that Justice is the basic substance of the principle of good faith in the assessment of the underlying contractual relationships undertaken by the parties to the SPA land rights, by using objective and subjective standards proportionately. Meaning of good faith in the execution of SPA land rights refers to the subjective and objective good faith. CSPA function in good faith in the land rights associated with the function of teaching that the agreement should be interpreted in good faith (*aanvullende werking van de goede trouw*), add to or complement function, and the function of limiting or negating (*beperkende en derogerende werking van de goede trouw*). The application of good faith in the case of land rights CSPA, found general rule, namely: Buyers are acting in good faith should have legal protection; the buyer cannot be qualified as a good faith purchaser, because careless; considered not acting in good faith if the purchase is carried out only pretended to be; considered a good faith implementation of the agreement if done legally and in accordance with procedures; the parties have been in default does not qualify as a good faith purchaser; buyers who have not paid the price of land and has been doing behind the name of the object of the agreement is categorized as a buyer bad faith; considered not acting in good faith and those who carry out the agreement controls the land / buildings without legal title; is not considered a good faith party who has committed an illegal act; buyer is considered having a good faith if the buyer has paid off the installment payable before being claimed by seller.

**Keywords: Good Faith, Contract, Justice**