



Notary's Authority to Make Deeds of Name Loan Agreement (Nominee) Related to Sale And Purchase a Land Involving Foreigners

Irawan Aprian¹, Gatot Dwi Hendro², Kurniawan³
Universitas Mataram

Corresponding Author: Irawan Aprian , irawanaprian@gmail.com

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ABSTRACT

The purpose of this study is to determine if a notary's power to create deeds extends to all types of agreements and what role notaries have in creating loan agreements (nominees) pertaining to the purchase and sale of land involving foreign parties. Normative legal research is used in this legal research methodology. A conceptual approach as well as a statutory approach are employed. First, the author's research revealed a discrepancy between Law number 5 of 1960 concerning the Basic Regulations on Agrarian Principles, also abbreviated as UUPA, and Article 15 paragraph (1) of Law number 2 of 2014 concerning amendments to Law number 30 of 2004 concerning the Position of Notaries, hereinafter abbreviated as UUJN. This is in violation of UUPA article 21, which states that only Indonesian citizens may have property rights. It also states that Notaries have the authority to make authentic deeds regarding all deeds, agreements, and provisions required by statutory regulations and/or which are desired by interested parties to be stated in authentic deeds. The power of a notary to make deeds does not extend to all types of agreements because of this contradiction in standards. Second, in the event that it is established that the notary engaged in legal smuggling, the Notary must take accountability for his conduct in all spheres – citizen, administrative, and criminal.

INTRODUCTION

According to Article 1 number 1 Law No. 43 of 2008 concerning State Territory, Indonesia is the largest archipelagic country in the world. It is made up of one unit of land area, inland waters, territorial seas, seabeds, and land beneath them, as well as the air space above them and all the resources found therein. There are over 17,508 islands in Indonesia. Indonesia's overall area is around 5,180 million km², with 1,905 million km² of land and 3,257 million km² of water, according to data from the Geospatial Information Agency (Fajri Tsaniati Hasanah). Indonesia is an extremely wealthy nation with a large landmass, seas, and rivers. The riches that the Foreign nationals, henceforth referred to as foreigners, are interested in investing and conducting business in Indonesia thanks to the state of Indonesia.

Foreigners wishing to engage in business or make investments in Indonesia are not permitted to do so right away without first involving Indonesian citizens, who will hereafter be referred to as Indonesian citizens, and without taking into account Indonesia's favorable legal framework. It is important to consider a number of factors when forming a partnership between foreign nationals and Indonesian citizens. One of these is the legal element, as any time two people enter into an agreement, a legal action may result.

Engagements (*van Verbintenissen*) are governed by book III of the national civil law of Indonesia, which runs from articles 1233 to 1864 (Tan Kamello, 2011). According to paragraph (1) of Article 1320, "the agreement of those who bind themselves" is one of the requirements for an agreement's legitimacy. It is further determined that "all agreements made legally apply as law for those who make them" by paragraph (1) of article 1338.

It is possible to conclude that the application of the consensualism concept in contract law reinforces the principle of freedom of contract based on these two Civil Code provisions. The agreement can be revoked because it is invalid without the "agreement" of one of the parties. It is impossible to make someone agree. *Contradictio interminis* refers to an agreement obtained by coercion; the existence of coercion denotes a lack of agreement. According to the law, an agreement is binding if the parties have reached a consensus (*pacta sunt servanda*) (Cahyono). Civil law distinguishes between two types of agreements: written and unwritten. A written agreement is one that is made by the parties in written form, whereas an oral or unwritten agreement is one that the parties make in writing, verbally (with sufficient consent from both sides). Whatever the form, an oral or written agreement is equally legally binding on the parties involved. This means that the legitimacy of an agreement is unaffected by its composition.

Documentary evidence, as defined by Article 163 HIR, is frequently utilized by parties to support their positions in the course of establishing civil procedural law. The concept of *Unus Testis Nullus Testis*, which is supported by Article 1905 of the Civil Code, states that if a single witness' testimony before the court cannot be trusted, then the oral form of proof entails calling witnesses to testify before the panel.

Not only can written and unwritten/oral agreements be recognized, but agreements can also be named (*benoemd/nominaat*) or unnamed (*onbenoemde overeenkomst/innominaat*). Since named agreements are the most commonly utilized in daily life, lawmakers have controlled and named them (*benoemd/nominaat*). The rules are found in Chapters V through XVIII of Book III of the Civil Code. According to Mariam Darus Badruzaman (2001), an unnamed agreement is one that exists in society but is not governed by the Civil Code. It is also known as an *onbenoemde overeenkomst* or *innominaat*.

Because Book III of the Civil Code includes an open system and the principle of freedom of contract, as established in Article 1338 of the Civil Code, anonymous agreements might arise. The foundation for any agreement between parties—foreign nationals and Indonesian citizens—is the principle of freedom of contract. Law Number 5 of 1960 concerning Basic Agrarian Principles, also known as The Basic Agrarian Law (abbreviated UUPA), is an embodiment of the regulation of relations between humans and land, as the implementation of Article 33. However, in practice, name borrowing (*nominee*) agreements frequently occur between foreigners and Indonesian citizens in the sale and purchase of land. This actually violates positive law already in place in Indonesia. paragraph (3) of the Republic of Indonesia's 1945 Constitution (Yosia Hetharie).

The terms and conditions for the validity of the agreement, as regulated in Article 1320 of the Civil Code, including: a. skills, b. agreement, c. a certain thing, and d. lawful reasons, are violated if the aforementioned laws are broken, and the agreement is deemed invalid or subject to cancellation by the law. In this instance, the provisions that are broken are those pertaining to permissible or legitimate motives. Regarding *halal* causes, the Civil Code provides no additional explanation. If anything is against the law, morality, or public order, it is a prohibited cause. That's what the Civil Code's Article 1337 says. Consequently, the actions taken by Notaries and interested parties are under the category of lawful smuggling operations, which are prohibited by Indonesia's current legal restrictions.

Concerning subjects who can be granted and have rights to land, in accordance with the principle of nationality contained in the UUPA, it is determined in Article 9 paragraph (1) which states that: "Only Indonesian citizens (WNI) can have a full relationship with the earth, water and space."

Provisions that reinforce the explanation of Article 9 paragraph (1) regarding the subject of control over land rights are contained in Article 21 of the UUPA which states that:

- (1) Only Indonesian citizens can have property rights;
- (2) The Government determines legal entities that can have ownership rights and their conditions;
- (3) (3) Foreigners who after the enactment of this law obtain property rights due to inheritance without time or mixing of assets due to marriage, as well as Indonesian citizens who have property rights and after the enactment of this law lose their citizenship, are obliged to relinquish those rights within a period of time. one year from the time the right is obtained or the citizenship is lost.

- (4) If after this period of time the ownership rights have not been released, then these rights are extinguished by law and the land falls to the state, provided that the rights of other parties encumbering it continue.

As long as a person in addition to his Indonesian citizenship has foreign citizenship, he cannot own land with ownership rights and for him the provisions in paragraph 3 of this article apply. exceptions for foreigners who own land rights. There are two categories of foreign visitors to Indonesia: those who intend to stay for an extended period of time and those who are just visiting. Use rights can be applied to land that foreign nationals may own and use for residential or commercial purposes.

In addition to Indonesian nationals, legal entities created in accordance with Indonesian law are eligible to obtain HGU and HGB under certain restrictions. According to Article 29, HGUs have a 35-year initial use period and a 25-year renewable one, with a minimum land area of 5 hectares and a maximum area of 25 hectares for According to Article 28 of the UUPA, enterprises engaged in agriculture, cattle, or fishing (Kadek Rita Listyanti, Ni Made Ari Yuliantini Griadhi).

Foreigners may also utilize HGB to create legal entities established in accordance with Indonesian law, according to Article 36 of the UUPA. According to Article 35 of the UUPA, the HGB has a 30-year validity period that can be extended for a maximum of 20 years. Building use rights, whether under state control or freehold, need to be registered at the Land Office. For state-owned land, this can be done by having the Land Deed Making Officer create an authentic deed that outlines the rights and responsibilities of the landowner and the party obtaining the right to use the building.

The use right regulated in Article 41 of the UUPA is a right obtained by a party who uses and seeks results from the land controlled in accordance with the agreement agreed upon by the owner of the land rights, whether it is property rights or land controlled by the state. Foreigners residing in Indonesia can use the right of use to construct a building, as regulated in Article 42 of the UUPA. For the granting of use rights by the owner of land rights for a certain period of time to foreigners or Indonesian citizens, conditions must not be imposed that could be detrimental to either party. Where the grantor of the right of use is the owner of the land with the right of use, and the recipient of the right of use must comply with the rights and obligations agreed upon in the agreement.

In order to guarantee the interests of the parties and prevent violations from one party that could cause losses to other parties, the role of a Notary is important. Where the position of a Notary as a public official who has the authority to make authentic deeds can provide legal protection for interested parties.

Article 1 paragraph (1) of Law number 2 of 2014 concerning modifications to Law number 30 of 2004 respecting the Position of Notaries, herein referred to as UUJN, governs a notary's status as a public official with the power to make authentic deeds. Article 15 paragraph (1) of Law number 2 of 2014 concerning modifications to Law number 30 of 2004 respecting the Position of Notaries governs a notary's authority to make authentic deeds. Should an issue or

controversy occur later, the notarial product, the deed, can be presented as genuine proof. According to the background information provided above, the research focuses on a number of primary topics, including Is it the Notary's job to make name-borrowing (nominee) deeds for agreements involving the purchase and sale of land including other parties, and does this authority extend to all forms of agreements?

METHODOLOGY

Normative legal research is the kind of research that was used in this study. Normative legal research, often known as legal research, is the examination of documents via the use of legal sources such as court rulings, statutes, contracts, agreements, legal theory, and scholarly opinions. Normative legal research is also known as library research or doctrinal legal research. Because this research is limited to written regulations or legal materials, it is known as clinical legal research. Because most of the study is done using secondary data found in libraries, it is known as library research. This researcher has adopted the statutory approach, also known as the statute approach, which entails examining and investigating statutory rules, values, and social norms. rules, particularly those pertaining to the issues brought forth in this study. The Civil Code, Law Number 2 of 2014 concerning revisions to Law Number 30 of 2004 concerning the Position of Notaries, and Law No. 5 of 1960 addressing fundamental laws on agrarian principles are the regulations that, in this instance, serve as the foundation for the approach. Conceptual approach: this is a strategy that makes use of legal concepts, such as those found in scholarly writings, legal doctrines, and legal principles that are pertinent to the topic at hand. This research's foundation for developing a legal argument to address the raised legal difficulties is an understanding of various viewpoints and theories (Zainal Asikin and Amiruddin, 2018). This conceptual method is employed to determine and comprehend the Legal Rules pertaining to "The Position of Notaries in Making Deeds of Name-borrowing Agreements (nominees) related to the sale and purchase of land involving Foreigners" .

DISCUSSION

1. The Authority to Make Deeds of a Notary Applies to All Forms of Agreement

If you look at the Big Indonesian Dictionary (KBBI), the term authority has two definitions, namely:

- a) the right and power to act; And
- b) the power to make decisions, command and delegate responsibility to others.

The notion of authority is fundamental to governance law, also known as administrative law, since it gives the new administration the ability to carry out its duties based on the authority it acquires. The General Indonesian Dictionary defines authority as having the same meaning as authority, which is the capacity and right to act (Peter S & Yeni S, 2009:68) (Rafly Rilandi Puasa). Diverse expert

viewpoints exist about authority, its sources, and its relationship to power. Some draw a distinction between authority and delegation, while others relate authority to mandates.

According to Philipus M. Hadjon (2008: 87), all government actions must be supported by lawful power. Three methods are used to acquire this authority: mandate, attribution, and delegation. The division of power is typically used to define authority attribution. The constitution governs the state; on the other hand, mandate and delegation authority derives from delegation. Next, Philipus M. Hadjon (2008:88) essentially distinguishes between a mandate and a delegation. When it comes to delegation procedures, which start with one government entity and end with another, with statutory requirements, the delegate now bears responsibility and liability. Except in cases where it is revoked in accordance with the "contrarius actus" concept, the delegatee is not permitted to utilize that authority again. This implies that each modification or revocation of a statutory implementing regulation, which is implemented with equal or higher regulations and is carried out by the authority who establishes the regulation in issue. Delegation processes fall under the regular superior-subordinate relationship structure in terms of mandates. The person who issued the directive still bears accountability and obligation. The mandate provider has the right to exercise the assigned authority at any moment.

Authority and power are not the same thing; authority includes rights and obligations, whereas power just defines the right to do or not do. Authorities have two types of obligations: horizontal authority and vertical authority. Horizontal authority refers to the use of power for the proper administration of the government, while vertical authority deals with the implementation of the government's policies in an orderly fashion within the government as a whole (Ridwan, 2014:103). Article 1 paragraph (1) of Law Number 2 of 2014 concerning modifications to Law Number 30 of 2004 concerning the Position of Notary defines a notary as a public official who possesses the capacity to create authentic deeds and has the ability to act as a notary. as specified by this Law or predicated on other Laws, or on other authorities." According to the Notary's Position Regulations, article 1, a notary is defined as a public official with the power to make an authentic deed regarding any matters pertaining to deeds, agreements, and stipulations that are required by general regulations or by interested parties and that should be stated in an authentic deed. The deed should be kept and provided with the grosse, copy, and quotation in order to ensure the certainty of the date, as long as it is not assigned or excluded to any official or other private individual.

One of the public servants with the power to execute contracts or make decisions that must be made in writing and verified by the law is a notary. The separate profession of notary. A profession is a long-term, responsible employment in a particular industry that requires specialized abilities and is performed with the intention of making money. Ordinary professions and noble professions (*officium nobile*), which demand high morals, are the two categories of vocations. Independent refers to the fact that it is not influenced by outside forces and does not support any particular group of interested parties. A notary

public's attendance is required by law in order to assist those who require proof in the form of genuine deeds about situations, occurrences, and legal actions; conversely, substantive notarial deeds about situations, occurrences, or legal acts that might, in essence, take the form of notarial deeds (Habib Adjie, 2008):

a. A situation where an event or legal act known to the parties is expressed in the form of an authentic deed to be used as evidence.

b. Based on applicable laws and regulations, this legal action is required to be in the form of an authentic deed.

Establishing the parties' legal relationship in writing and according to a predetermined format is the responsibility of the notary in order to ensure that the document is genuine. He is an effective document creator in a court of law. in order to ensure clarity, lawfulness, and protection against the law. Since authentic deeds are the strongest form of evidence and have essential juridical value in any legal relationship in the event of a dispute, notaries play a crucial role in helping the government serve the community by ensuring legal certainty, order, and protection through their actions as public officials. Herlien Budiono asserts that a notary's duties extend beyond creating genuine deeds. However, for philosophical, sociological, and legal reasons, the notary can identify potential instances of ill faith and unfavorable outcomes, shield vulnerable socioeconomic and legal parties, and shield third parties with good intentions. Alright. In the deed they execute, the notary certifies the parties' competence and right to pursue legal action (Herlien Budiono, 2024).

A notary's role as a public official also includes making authentic deeds for any acts, agreements, and provisions that are required by statutes and/or that the interested parties want stated in authentic deeds. The notary also ensures that the date of the deed is certain, stores the deed, and provides grosses, copies, and quotations of deeds, provided that the preparation of the deeds is not also delegated to other officials or individuals as defined by law. Minutes of Deed, Gross Deed (e.g., Acknowledgment of Debt), Copy of Deed, Extract of Deed, Original Deed (e.g., Payment of Rent, Interest, Pension, Offer), and Gross Deed are among the documents made by a notary according to their jurisdiction. of cash payment, procedure for non-payment or non-acceptance of securities, power of attorney deeds, ownership information, and other deeds based on statutory regulations). In addition, notaries make deeds for items that are thought to have a social function (e.g., deeds establishing a foundation, deeds establishing a school, deeds establishing a place of worship, or deeds establishing a hospital) and offer free legal services to those who cannot afford them.

Notaries have several duties and responsibilities, including protecting the interests of parties participating in legal proceedings and acting with integrity, objectivity, independence, and impartiality. Unless there is a valid reason not to, notaries must deliver their services in compliance with the terms of all relevant laws and regulations, which includes Law Number 2 of 2014. Reasons such as a blood or marital link with the notary himself or with his husband/wife are grounds for refusal here, as they prevent the notary from choosing sides. A notary must also maintain the confidentiality of all information pertaining to the deed they create and any data gathered in order to create the deed. In order to

provide a guarantee of the interests of all parties involved in the deed, this is done to protect those interests legal certainty.

In essence, a notary public is an official who has a duty to give the finest assistance possible to those in need of genuine documents. Nonetheless, a Notary may decline to perform services under specific conditions for specific reasons (Article 16 paragraph (1) letter d UUJN). The definition of "reason for refusing" in this article's explanation emphasizes that this refers to a cause that prevents the Notary from taking a side, such as the Notary's own blood or marital relationship with another party or the husband's inability to act or do other things that his wife, one of the parties to the law, forbids.

Furthermore, a notary is a public official who is entitled to make valid deeds and has other authorities as meant by this law or based on other laws, according to Article 1 paragraph (1) of Law number 2 of 2014 concerning modifications to Law number 30 of 2004 respecting the Position of Notaries. A notarial deed is an authentic deed made by or in the presence of a notary in accordance with the form and procedures specified by law, as stated in Article 1 Paragraph 7 of Law Number 2 of 2014 concerning amendments to Law Number 30 of 2004 concerning the Position of Notaries.

A notarial deed is defined as a genuine deed made by or before a notary that complies with the form and processes specified in this legislation, according to Article 1 Point 7 of the legislation on the Position of Notary. Drawing from the aforementioned definition, it can be inferred that legitimate deeds fall into multiple categories, specifically:

a. Deed made by a Notary or Relaa Deed or Minutes. In this relaa deed the notary writes or records everything that the parties see or hear directly by the notary. For example, the deed of minutes/minutes of the GMS meeting of a limited company, the deed of registration of the company, etc.

b. Deed Made Before (ten overstaan) Notary or Party Deed or Partij Deed. A partij deed or party deed is a deed made before a notary at the request of the parties. In this case, the notary is obliged to listen to the statements or statements of the parties which are stated or explained by the parties themselves before the notary. In a party deed, the notary states or formulates the statements or wishes of the parties into the notarial deed. for example a credit agreement.

2. Responsibilities of Notaries for Preparing Deeds of Name Borrowing Agreements (Nominees) Related to the Sale and Purchase of Land Involving Foreigners

A notary is the personification of justice, truth, and even a guarantee of legal certainty for society. They are the law in its form or manifestation. Even in modern times, the role of a notary public is still valued as a social service. Generally speaking, a notary is seen as an official who can provide trustworthy counsel. All that has been written and spoken is accurate. In a court of law, he is an effective document creator (Tan Thong Kie, 2001).

A person who performs official State tasks, particularly in the area of civil law, is considered a public official as defined by this legislation. In the sense of having exception-making authority, a notary is a public official. Here, "public"

refers to the law, not the general public. the broader public. Public officials in the government sector who are classified as State Administrative Bodies or Officials are not the same as notaries; this can be distinguished based on the output of each public official. As public servants, notaries produce valid deeds that are subject to civil law requirements, particularly those pertaining to the law of proof (Habib Adjie, 2009).

A notary public's primary responsibility is to give counsel and information. A Notary must gather all relevant facts and information and be aware of any potential legal ramifications before creating an official deed. In addition, the Notary offers advice to help avoid disagreements between parties about the proposed deed. A Notary is the person who issues official deeds, and as such, he bears responsibility for the document's legitimacy. When social norms are elevated and enshrined in legal statutes, moral accountability transforms into legal accountability. By making reference to this idea, moral responsibility subsequently becomes legal responsibility, particularly when it comes to regulations governing the office of notary.

Officers have a duty to uphold the law in the course of doing their duties. This is known as legal responsibility. Sanctions are an additional avenue of legal accountability. In question are UUJN-related UUJNP legal signs. As part of their professional responsibilities, notaries are expected to maintain up-to-date information and to constantly improve their skills. Independence and the highest standards of professional ethics are crucial in a professional setting. The rationale for this is that, particularly with regard to current legislation, this profession is required to offer counsel, opinions, and outreach to the community at large as well as to specific clients.

As a result, it's critical that Notaries are continuously prepared to adjust to new laws and advancements pertaining to their area of expertise. Notaries can enhance their professional tasks and uphold the norms of independence and integrity by possessing a thorough awareness of national legal changes. According to Valerina J.L. Kriekhoff (2007), responsibilities are associated with three distinct aspects: earning trust, upholding honor, and fulfilling a mandate

The speaker went on to clarify that there are three different kinds of responsibility: legal, professional technical, and moral. (J.L. Kriekhoff, Valerie; 2007)

Civil liability has to do with the notarial profession's accountability for performing their official obligations. It makes sense to hold someone in the legal profession accountable for this responsibility as part of their job duties. This obligation is grounded in both the law and morality. This stems from the notion that one must be held responsible for all they do (Nico; 2003).

Civil liability for deeds made, in the construction of unlawful acts, can be either active or passive. Active, meaning carrying out actions that cause harm to another party, while passive, meaning not carrying out actions that are necessary, so that the other party suffers losses. With elements of errors and losses incurred;

The provisions of Article 1 of the Notary's Office Law show that a notary is a public official who has the sole authority to make authentic deeds and is responsible for the deeds he makes.

The legal responsibility of a notary in civil law is the result of the notary's error or negligence for not keeping promises, as stipulated in Article 1234 of the Civil Code, regarding whether to do something or not to do something, or as a result of unlawful acts contained in Article 1365 of the Civil Code. . A notary's actions that cause harm to other people, as a result of the deed he made contains legal defects and does not have perfect evidentiary power or the deed becomes null and void, is categorized as an unlawful act.

Thus, the liability of a notary who commits an unlawful act in carrying out his or her position is subject to civil liability in the form of reimbursement of costs or compensation to the party injured by the unlawful act committed by the notary. In general, the types of prosecution for compensation resulting from unlawful acts, based on Article 1365 of the Civil Code can be: (M.A. Moegni Djojodirdjo; 1982)

1. Compensation for losses incurred in the form of money;
2. Restoration or restoring a situation, to return to its original state;
3. The act carried out is declared to be an act that is against the applicable law;
4. Prohibition, so as not to commit unlawful acts again;
5. Eliminate a situation that is done unlawfully; And
6. Announcement of a decision, namely a court decision or something that has been corrected.

Administrative responsibility for the deeds he makes. Administrative sanctions are based on the Law on the Position of Notaries which states that there are 5 (five) types of administrative sanctions, if a Notary violates the provisions of the Law on the Position of Notaries, namely:

- a. Verbal warning;
- b. Written warning;
- c. Temporary suspension;
- d. Dismissal with honor; And
- e. Dishonorable discharge.

Civil and administrative responsibility, subject to sanctions that lead to the actions committed by the person concerned. Administrative sanctions are a tool of power, as a reaction to non-compliance with obligations in state administrative norms, in the form of coercive sanctions (*bestuurdwang*), recall of favorable decisions, imposition administrative fines and imposition of forced money (*dwangsom*) (Mardiyah; 2017). Civil sanctions and administrative sanctions are reparatory in nature, meaning to improve a situation so that it is not repeated by the person concerned or by another Notary.

Not only can a notary be sued to pay compensation for carrying out his duties, but he can also face the threat of criminal sanctions. If a Notary is indicated to be involved in assisting interested parties in carrying out actions such as falsifying documents, then the notary is obliged to be responsible for the fraud and forgery clauses in the Criminal Code, so that the notary is at risk of being subject to criminal sanctions.

The crime of fraud is regulated in Article 378 of the old Criminal Code which was still in effect when this article was published and Article 492 of Law

1/2023 concerning the new Criminal Code which is valid for 3 years from the date of promulgation, namely 2026.

To be able to understand the responsibilities of a Notary, we must distinguish the position of the Notary himself, whether he acts with certainty in carrying out his duties or his personal capacity.

If a Notary is carrying out his capacity as a public official, then his mistake is categorized as civil liability, but if he is in his personal position, for example in terms of participating in falsifying documents required in making a deed, then it can be categorized as criminal liability.

According to Article 50 of the Notary Public Regulations, the District Court can impose punishment in the form of a reprimand and/or temporary dismissal for 3 to 6 months if the Notary:

1. Ignoring the nobility of the dignity or duties of his position.
2. Violating general regulations.
3. Making other mistakes, both inside and outside of running jabatannya sebagai Notaris (G.H.S. Lumbar Tobing; 1986).

In relation to the responsibility of the Notary profession in carrying out the duties of the office, it is related to civil liability. This responsibility is a logical consequence that must be asked of someone from the legal profession in carrying out their duties. This responsibility is not only based on morals but also based on law. This starts from the idea that everything a person does must be held accountable (Nico; 2003).

CONCLUSION

The State controls the natural riches found there and uses them for the population's tremendous prosperity. The individuals mentioned in the 1945 Constitution's article 33 paragraph (3) are citizens of Indonesia by birth. Law Number 5 of 1960 respecting Basic Agrarian Principles (UUPA) regulates it more precisely. Due to the dualistic nature of land law in Indonesia at the time, this law was created on September 24, 1960. It is envisaged that the UUPA would become national law and put an end to the duality in land law that now exists in Indonesia. This demonstrates the inconsistency of the regulations governing the creation of name borrowing agreements (nominees) in deeds of sale and purchase of land involving both foreigners and nationals of Indonesia. As stated in article 15 paragraph of a UUJN, the author draws the conclusion that notary's deeds do not apply to all forms of agreements due to the existence of a conflict of norms about authority. Consequently, notaries must be held responsible for their entire conduct if they continue to engage in lawful smuggling activities. As long as the deed's creation isn't additionally excluded or delegated to another official or person as defined by law, you can guarantee the certainty of the date of the deed's formation, preserve the deed, and offer a copy, quote, and gross of the deed. Included in paragraph (1) of article 15 an of Law Number 2 of 2014, which amends Law Number 30 of 2004 about the notary post. When creating a loan agreement deed (nominee) for a foreigner buying and selling land, the term "notary" refers to a public official with the power to authenticate any and all agreements, stipulations, and deeds that are necessary to comply with legal

requirements and/or the wishes of the parties involved. The principle of nationalism and Article 33 paragraph (3) of the 1945 Constitution, which states that the Earth, water, and natural resources contained therein are controlled by the State and used for the amount specified, are strongly opposed to the interest to be stated in an authentic Deed in Article 15 paragraph (1) of a UUJN. -the extraordinary wealth of the populace. The individuals mentioned in the 1945 Constitution's article 33 paragraph (3) are citizens of Indonesia by birth. Law Number 5 of 1960 respecting Basic Agrarian Principles (UUPA) regulates it more precisely. Due to the dualistic nature of land law in Indonesia at the time, this law was created on September 24, 1960. It is envisaged that the UUPA would become national law and put an end to the duality in land law that now exists in Indonesia. This demonstrates that there are rules at odds with one another when it comes to the creation of name borrowing agreements (nominees) in land sales and purchases involving both foreign nationals and Indonesian citizens. Drawing conclusions from the given summary, the writer Because, as stated in article 15 paragraph (1) of a UUJN, a notary's deed does not apply to all forms of agreements due to the existence of a conflict of rules respecting power. Consequently, notaries must be held responsible for their entire conduct if they continue to engage in lawful smuggling activities.

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