

RESPONSIBILITY AND IMPORTANT ROLE OF NOTARY IN ENSURING THE VALIDITY OF LAND SALE AND PURCHASE DEEDS

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Abstract

Notary has the responsibility and plays a crucial role as an authentic deed-making official in the land sector, with the notary Deed being the main source in maintaining the juridical data of land registration. One of the deeds made by notary is the Sale and Purchase Deed (AJB), which aims to ensure the legal certainty of the transfer of land rights. However, there are problems related to AJB that are not read directly by notary, but by notary office employees. This research analyzes the responsibility of the notary in the AJB read by the notary office employee using a qualitative juridical approach with literature study as a secondary data source. The results of the study concluded that notary has ethical and legal responsibilities in making AJB. Cancellation of AJB provides legal protection to good faith buyers, including the right to demand refunds, compensation, and interest.

Keywords: *Responsibility; Role; PPAT; Sale and Purchase Deed*

A. Introduction

Legal certainty in the transfer of land rights is an important urgency, because this transaction involves high-value assets and has a significant impact on the rights and obligations of the parties involved. One of the things that must have legal certainty is land rights. Land rights are tenure rights over land that contain a series of powers, obligations and/or prohibitions for the right holder to do something about the land. Something that can, must or is prohibited to be done, which is the content of the right of control that is the criterion or benchmark for distinguishing between the rights of control over land regulated in land law.¹

In a country, legal certainty is regulated in a law or regulation made by the government. These regulations constitute the legal system in force, which does not depend on decisions at any time. As a legal foundation is a guideline for a concept to ensure that the law has been implemented properly so as not to harm anyone, the law must protect and protect society from various crimes or actions against individuals or groups and must be used as a life for everyone. Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia states that Indonesia is a state of law, where the state guarantees certainty, order and legal protection for every citizen. Especially regarding legal acts that require written evidence. The state in order to guarantee a legal force to protect the interests of citizens who are authentic, the government

¹ Boedi Harsono, *Hukum Agraria Indonesia Sejarah Pembentukan Undang-undang Pokok Agraria Isi dan Pelaksanaannya*, Djambatan, Jakarta, 2007, p.283

in this case has appointed state public officials, namely Notaries and Acting Land Deed Makers or hereinafter abbreviated as PPAT.

The position of the Land Deed Official as a public official has a significant role in the evolution of the land registration process in Indonesia.² The Land Deed Official as a public official, acts as a complement to the Notary and takes over the function of the Notary in making deeds in the land sector.³ The definition of PPAT as a public official is explained in Article 1 paragraph (1) of Government Regulation No. 24 of 2016 which amends Government Regulation No. 37 of 1998 concerning the Regulation of the Position of Land Deed Official. Notaries and PPATs have different authorities. In the consideration letter c, the Notary Position Law Number 2 of 2014 concerning Notary Position states that Notary is a certain position that carries out the profession in legal services to the public. Another opinion states that a PPAT is a public official who is authorized to make authentic deeds regarding certain legal acts concerning land rights or property rights over apartment units.⁴

The Basic Agrarian Law enacted on September 24, 1960, became one of the important points in the history of agrarian and land development in Indonesia in general, as well as in the renewal of agrarian law and Indonesian land law in particular. With the issuance of the law, the need for legal certainty in the land sector has increased. Therefore, it is necessary to establish a system of legal certainty for every land rights holder and the general public. This can be achieved through a systematic recording process of each land parcel, including physical and juridical data. This kind of activity is known as land registration.⁵

It is important for Indonesians to register their land in order to obtain legal certainty over ownership.⁶ This is in line with the mandate of Article 19 of Law No. 5/1960 on Agrarian Principles which guarantees legal protection from the government for registered land rights. The Deed of a Land Deed Official is one of the data sources in the context of maintaining land registration in Indonesia. So it must be made in such a way that it can be used as a strong basis for the registration of the transfer and encumbrance of the rights concerned. Therefore, the Land Deed Official is responsible for checking the conditions for the validity of the legal action

² Kartiwi, M. "Peran Pejabat Pembuat Akta Tanah dalam Meminimalisir Sengketa Tanah". *Res Nullius Law Journal*, Vol. 2, no. 1, Mar. 2020, p. 35-47, doi: 10.34010/rnlj.v2i1.2888.

³ Government Regulation No. 37 of 1998 on the Regulation of the Position of Land Deed Officials

⁴ Habib Adjie, *Hukum Notaris Indonesia*, Bandung, PT. Refika Aditama, Bandung, 2014, p. 7.

⁵ Boedi Harsono, *Hukum Agraria Indonesia, Sejarah Pembentukan Undang-Undang Pokok Agraria, Isi dan Pelaksanaannya*, Djambatan, Jakarta, 2007, p. 3.

⁶ Ayu, I. K., "Problematika Pelaksanaan Pendaftaran Tanah Melalui Pendaftaran Tanah Sistematis Lengkap di Kota Batu", , Vol. 27, No. 1, *Legality*, Agustus 2019 p. 28.

concerned, including matching the sale and purchase data contained in the certificate with the existing registers at the Land Office.⁷

In accordance with the provisions of the UUPA, land sales and purchases are no longer made in the presence of the Village Head or Customary Head under the hand, but must be made in the presence of a Land Deed Official. The reading of the deed is a stage in the inauguration or the reading and signing of the deed in question (*verlijden*).⁸ It is clear that in the making of an authentic deed by a PPAT, the actual physical presence of the parties or interested persons is very important. Another regulation that requires PPAT to read out the deed is also contained in Article 22 of Government Regulation No. 24 of 2016 concerning Amendments to Government Regulation No. 37 of 1998 concerning Regulations on the Position of Land Deed Officials, which confirms that the Deed of a Land Deed Official must be read out/explained to the parties in the presence of at least 2 (two) witnesses before it is signed immediately by the parties, witnesses and the Land Deed Official.

The notary Deed in its main function is to register land rights related to legal acts of transferring and encumbering land rights, as well as making other laws as legal evidence that the relevant legal acts have been carried out by all parties. In this context, the notary deed becomes an important requirement for the land rights registration process. One deviation in the deed-making procedure is when the reading of the deed, which should be the duty of the notary, is done by an employee of the notaryoffice without the presence of the notary concerned. This situation can have an impact on the validity of the registration of transfers of land rights based on sale and purchase deeds that do not meet the requirements of authenticity of rights. Based on the description that has been presented, the researcher is interested in further reviewing “The Responsibilities and Important Role of notary in Ensuring the Validity of the Deed of Sale and Purchase of Land.”

B. Research Method

This research uses a normative juridical approach, which is a legal research method that focuses on literature studies or secondary data to analyze relevant legal materials.⁹ Legal issues in this research will be studied using several approaches as follows: Statute approach, namely

⁷ Boedi Harsono, *Hukum Agraria Indonesia*, Djambatan, Jakarta, 2008, p. 507.

⁸ Herry Susanto, *Peran Notaris Dalam Menciptakan Kepatutan Dalam Kontrak*, Yogyakarta: UII Press, 2010, p. 63

⁹ Soerjono Soekanto dan Sri Mahmudji, *Penelitian Hukum Normatif, Suatu Tinjauan Singkat*, Raja Grafindo Persada, Bandung, 2003, p. 13.

“The type of research used is normative juridical, so the approach taken is a statutory approach, conceptual approach.”

Analysis of legal materials in this research begins with a thorough review of all literature obtained from literature studies. The materials are then processed and filtered to obtain information that is relevant to the research needs. Furthermore, the analysis is carried out using a qualitative juridical method, in which the primary and secondary legal materials that have been collected are selected based on their quality and relevance to the issues studied. After that, non-numerical data processing is carried out with an emphasis on legal analysis through a process of deductive and inductive reasoning, using a formal and argumentative thinking approach to draw conclusions.¹⁰

C. Result and Analysis

Responsibility is an attitude of being ready to choose a choice that you want to make in life, and ready to face the consequences of the choices you have made. Thus, everything that has been done should be considered first in depth and not in a hurry. Because people who are not responsible according to Fatchul Mu'in are people who have low self-control, hasty in choosing a choice.¹¹ Responsibility is having self-control, being able to carry out tasks well individually and in groups, and having high accountability.¹² This research seeks to examine more deeply how the responsibility and role of notary to overcome the validity of the Deed of Sale and Purchase of Land.

1. Land Deed Official

Land Deed Officials are government officials with the legal authority to create official documents related to land transactions, apartment ownership, and the establishment of mortgage rights. There are several regulations related to the Land Deed Official or PPAT. The Land Deed Official is regulated in Government Regulation Number 37 of 1998 concerning the Regulation of Land Deed Officials which has been amended to become Government Regulation Number 24 of 2016 governs Land Deed Officials, and its implementation is detailed in Regulation of the Head of the National Land Agency Number 23 of 2009, which amends Regulation Number 1 of 2006. These regulations provide instructions on how to carry out

¹⁰ M. Syamsuddin, *Operasionalisasi Penelitian Hukum*, Grafindo Persada, Jakarta, 2007, p.133.

¹¹ Fatchul Mu'in, *Pendidikan Karakter Konstruksi Teoritik dan Paraktik*, Ar-Ruzz Media, Yogyakarta, 2014, p 219

¹² Tim Sanggar Grasindo, *Membiasakan Perilaku Sikap yang Terpuji*, PT. Gramdia Widiasarana Indonesia, Jakarta, 2010, p 5

Government Regulation Number 37 of 1998, which establishes the regulations for Land Deed Officials.

Government Regulation Number 37 of 1998 Concerning the Regulation of Land Deed Officials promulgated on March 5, 1998, was made with consideration to ensure legal certainty of land rights in Law Number 5 of 1960 concerning Basic Agrarian Principles by ordering the Government to carry out land registration. In the context of implementing land registration, Government Regulation No. 24 of 1997 on Land Registration has stipulated that the position of Land Deed Official is authorized to make evidence of certain legal acts regarding land rights and ownership rights over apartment units that will be used as the basis for registration.

Government Regulation No. 24/2016 on the Regulation of Land Deed Officials was promulgated on June 22, 2016 with the aim of increasing the role of PPAT and land registration services to the public. This change was made by revising several provisions in Government Regulation Number 37 of 1998 which previously regulated. The times and the progress of the nation demand changes in the laws and regulations in Indonesia. Regulations that are no longer appropriate need to be updated in order to accommodate the dynamics of the life of the nation and state that continue to develop.

Regulation Number 23 of 2009, issued by the Head of the National Land Agency, modifies Regulation Number 1 of 2006. Both regulations provide instructions on implementing Government Regulation Number 37 of 1998, which governs Land Deed Officials. Article 1 paragraph (1) of Government Regulation Number 24 of 2016 on the Amendment to Government Regulation Number 37 of 1998 on the Regulation of Land Deed Officials states that, “notary is a public official who is authorized to make authentic deeds regarding certain legal acts concerning Land Rights or Property Rights Over Flat Units”.

Land rights are the authority given to holders to use and/or benefit from the land to which they are entitled.¹³ Article 4 paragraph (2) of the agrarian law authorizes holders of land rights to utilize the land, including the natural resources within it (the body of the earth and water) and the space above it. This utilization is limited to interests directly related to the use of the land and must be in accordance with the provisions of the agrarian law and other higher laws and regulations.¹⁴

Although related to land, the right of ownership to a unit of flats is not a right to land itself. This right is regulated in the law on flats, which defines flats as multi-storey buildings

¹³ James, J. P, Hak-hak Atas Tanah dan Kekayaan Alam, Bandung, CV Widina Media Utama, 2024, p 23

¹⁴ Jayadi Setiabudi, Pedomam Pengurusan Surat Tanah & Rumah Beserta Perizinannya, Penerbit Buku Pintar, Yogyakarta, 2015, p. 19.

with parts that can be owned and used separately. These parts have horizontal and vertical functional structures, and are complemented by “shared parts”, “shared land” and “shared objects”. The parts of a flat that can be owned and used separately are called Flat Units (SRS). Each SRS must have direct access to a public road, without disturbing or passing through other SRS.¹⁵ Housing units have individual and separate ownership rights. In addition, the ownership rights over the flat units concerned also include joint ownership rights over what are called “shared parts”, “shared land” and “shared objects”. All of them constitute an inseparable unity with the ownership of the flat unit (SRS) concerned.¹⁶

“Shared-parts” are parts of the flat that are owned jointly not separately by all owners of the flat unit and are intended for common use such as: elevator, stairs, hallway, foundation, roof of the building, space for public and others. “Shared land” is a certain plot of land on which the flat building in question stands which has a definite status of rights, boundaries and area. The land does not belong to the flat units on the ground floor but is a joint right of all Flat Unit (SRS) owners in the flat building. “Shared objects” are objects and buildings that are not part of the flat building concerned but are located on shared land and are intended for common use such as places of worship, parking lots, gardens, etc. These objects and buildings are also joint property that is not separate from all owners of the Flat Unit (SRS).¹⁷ The right of ownership over a flat unit not only covers the ownership of the flat unit concerned, but also the joint ownership of shared land, shared parts, and shared objects. Therefore, the certificate of ownership rights over the Flat Unit (SRS) is not only a proof of ownership of the flat unit, but also a proof of joint rights over the shared land, shared parts, and shared objects at the proportional comparison value.¹⁸

2. Forms of Responsibility and the Role of PPAT in the Validity of Land Sale and Purchase Deed

Current laws regarding Land Deed Officials in Indonesia only outline administrative sanctions for violations committed by PPAT in their duties. However, these laws do not explicitly mention civil or criminal sanctions. Therefore, if a PPAT's violation also falls under civil or criminal provisions, they can be subject to sanctions as per the Civil Code and the Criminal Code, respectively. notary are required to be honest in carrying out their official duties, both to themselves, the community, the organization, and God. They are expected to

¹⁵ *Ibid*, p 348

¹⁶ *Ibid*, p. 349

¹⁷ *Ibid*, p. 350

¹⁸ *Ibid*, p. 351

carry out their obligations in good faith in accordance with the notary code of ethics. This is reflected in Article 3 letter (e) of the PPAT Code of Ethics which emphasizes responsibility, honesty, and impartiality, and Article 4 letter r number 1 which prohibits notary from violating the notary Position Regulations and laws and regulations related to the PPAT's main duties.

notary has two main types of responsibilities in carrying out its duties, namely ethical responsibilities, related to the ethics of the notary profession and legal responsibilities, in the form of administrative, civil, and or criminal responsibilities, which can be described as follows:

a. Administrative Responsibility

Administrative errors, also known as administrative malpractices, committed by Land Deed Officials during land registration and transfer processes will have legal repercussions. PPATs can be held accountable for these errors. If a Land Deed Official creates a deed of sale and purchase with legal defects, they are responsible for their actions. This is categorized as an abuse of authority, as outlined in Article 2 of the Position Regulation. By creating a flawed deed, the PPAT has misused their authority and acted contrary to the intended purpose of that authority. Notary mistake in this case in the form of negligence committed by notary is categorized as an abuse of authority as stipulated in PP 37 of 1998, considering that abuse of authority tends to lead to the thought of a deliberate element.

Due to the authority granted to Land Deed Officials in creating authentic deeds, they must exercise caution in every case, given their theoretical and practical expertise. If a PPAT makes a mistake leading to a legally defective deed, this can be considered an abuse of authority. This is because the notary as a legally authorized public official, should be aware of their responsibilities and the potential consequences of their actions. Land Deed Officials are responsible for handling cases within their authority and cannot evade accusations of abuse of authority. This abuse becomes evident when their actions result in losses for involved parties, particularly if a defective deed is annulled.

A Land Deed Official can be held liable for intentional actions, negligence, or carelessness in preparing a deed of sale and purchase that doesn't adhere to the formal and material requirements. This can lead to administrative sanctions. Under BPN Head Regulation No. 1/2006, such deviations are considered serious offenses, potentially resulting in the notary dishonorable dismissal from office by the Head of the Indonesian National Land Agency.

Article 6 paragraph 1 of the notary Code of Ethics and Article 62 of Government Regulation Number 24 of 1997 both address the concept of administrative responsibility, namely:

Land Deed Officials who ignore the provisions in Articles 38, 39, and 40, as well as instructions from the Minister or a designated official, will be subject to administrative sanctions ranging from a written warning to dismissal from office (Article 10 PJPPAT). Furthermore, according to Article 6 paragraph (1) of the IPPAT Code of Ethics, members who breach the code can face penalties, such as: a) reprimand; b) warning; c) temporary dismissal; d) dismissal; e) dishonorable dismissal.

b. Civil Liability

A Land Deed Official can be held liable for errors, omissions, or negligence in preparing a deed of sale and purchase that deviates from the required procedures. This can lead to not only administrative sanctions but also potential civil lawsuits for damages filed by the aggrieved party. In relation to a Land Deed Official's notary professional error (*beroepsfout*), the nature of the mistake must be examined to determine whether it constitutes a breach of contract (default) or an unlawful act (*onrechtmatige daad*). A default, or breach of contract, occurs when an agreement is violated. However, if the violation is not related to an existing agreement, it is considered an unlawful act (*onrechtmatige daad*). Based on this principle, a Land Deed Official's actions that result in a legally defective deed could be categorized as a tort, a civil wrong that causes harm to another party, considering that there was never an agreement between the notary and the client or parties related to the deed.

However, fulfilling just one of the conditions is sufficient to qualify the occurrence of a tort. Land Deed Officials can face civil sanctions if they violate the law by committing an unlawful act (*onrechtmatige daad*), which is defined as any action causing harm. These actions fall under Article 1365 of the Civil Code “Every unlawful act, which causes harm to another person, obliges the person who through his fault causes the loss, to compensate for the loss”.

However, if in the performance of their duties and responsibilities, PPAT makes an authentic deed that should have perfect evidentiary power but apparently contains legal defects, then the deed can be declared unauthentic by the court because it does not meet the formal and material requirements. If a Land Deed Official fails to follow the proper procedure in creating a deed, causing the deed to be considered legally invalid or null and void, and resulting in losses, this act contradicts the legal obligations of the PPAT. In such cases, the PPAT is responsible for the resulting losses.

A legally flawed deed prepared by a Land Deed Official can hinder clients or rightful parties from exercising their rights associated with the property.¹⁹ The law guarantees clients the right to use their deed as evidence of legitimate ownership, allowing them to assert and defend their rights. If a Land Deed Official's error results in a deed being declared null and void by a court, preventing the client from obtaining or using the deed as intended, the notary is liable for the client's resulting losses. This is because the client, who should rightfully own the property, is unable to exercise their rights due to the flawed deed.

Unlawful compensation is a form of compensation imposed on someone who has caused harm to the injured party. Damages arise because there is a mistake, not because of an agreement. The perpetrator of an unlawful act can be convicted of paying a sum of money as compensation for the harm he caused to the injured party, but if the injured party demands compensation in another form, and the judge considers it an appropriate form, then the perpetrator can be punished for doing other acts for the benefit of the injured party that are worthy of compensating for the harm he has suffered.

Deliberate mistakes or negligence by notary in making land sale and purchase deeds, such as carelessness, inaccuracy, or negligence in fulfilling legal obligations, can interfere with the rights of the parties involved. If this results in losses, the notary can be held liable. The Land Deed Official is obligated to compensate the parties for any losses incurred due to their actions. This compensation can include reimbursement of costs, damages, and interest. A court decision with permanent legal force is required to determine that a deed only has the legal effect of a private document or is null and void, and constitutes an unlawful act causing losses. Therefore, if any parties accuse or consider the notary deed as fake or incorrect due to deviations from the material and formal procedural requirements of creating a notary deed (formal aspect), the burden of proof lies on the accusing party. Or through their own assessment via a civil lawsuit, and not by filing a complaint with the notary or the police.

c. Criminal Liability

Notary can be subject to criminal sanctions if proven to have made a false letter or falsified a deed that meets the elements of a criminal offense.²⁰ Adherence to material and formal requirements in creating a PPAT deed is a necessary procedural aspect in preparing a land sale and purchase deed, directly relating to the responsibilities of the Notary office. Any

¹⁹ Jovita, E., Teddy, A, "Pembatalan Akta Jual Beli PPAT yang Cacat Hukum Berdasarkan Putusan Pengadilan", Vol. 8, No. 1, *PALAR (Pakuan Law Review)*. 2022, p. 198-211.

²⁰ Fina, A. R. S, "Pertanggungjawaban Pejabat Pembuat Akta Tanah Terhadap Akta yang Dibuatnya yang Menimbulkan Perkara Pidana", Desember 2022, Vol. 1, No. 2, *Jurnal Akta Notaris*, doi: 10.56444/aktanotaris.v1i2.403

breaches of material and formal requirements in the creation of a PPAT deed should be evaluated within the boundaries established by the laws and regulations governing PPAT's. If a Land Deed Official violates formal requirements, they may face civil sanctions, administrative sanctions, or sanctions under the code of ethics, depending on the nature of the violation. However, classifying formal violations as criminal offenses is legally unfounded and unjustifiable.

The imposition of criminal sanctions against Notary can be done as long as these restrictions are violated, meaning that in addition to fulfilling the formulation of violations mentioned in the laws and regulations related to PPAT.²¹ The Notary Code of Ethics must also fulfill the formulation referred to in the Criminal Code (KUHP). Criminal cases related to the formal aspects of PPAT deeds in making authentic deeds are as follows: a) making false or falsified documents and using false or falsified documents (Article 263 paragraph (1) and (2) of the Criminal Code); b) committing forgery of an authentic deed (Article 264 of the Criminal Code); c) ordering the inclusion of false information in an authentic deed (Article 266 of the Criminal Code); (Article 55 Jo Article 263 paragraph (1) and (2) of the Criminal Code or Article 266 of the Criminal Code); e) assisting in the production of forged or falsified documents and using forged or falsified documents (Article 56 paragraph (1) and (2) Jo Article 263 paragraph (1) and (2) of the Criminal Code or Article 266 of the Criminal Code).

In criminal law, intent (*dolus*) is defined as an act that is carried out with full awareness, understanding, and knowledge, without any element of mistake or misunderstanding.²² Meanwhile, negligence (*culpa*) is an act that occurs when someone completely disregards the potential consequences or fails to pay attention due to a lack of caution, acting contrary to their obligations.²³ On the other hand, a PPAT can be held criminally liable under Articles 263 and 264 of the Criminal Code if the deed he/she makes is proven to contain elements of forgery or fraud: a) The Land Deed Official is aware that when someone appears before them to create an authentic deed, such as a sale and purchase agreement or other types of agreements, that person does not meet the legal requirements for a valid agreement. Nevertheless, the PPAT disregards the necessary requirements for the validity of the engagement and proceeds to create the deed as requested by the confronting parties; b) despite knowing that the confronting party

²¹ Alvindeo, P. A., Agung, I., "Perlindungan Hukum terhadap Pihak yang Dirugikan dalam Jual Beli Tanah Akibat Penipuan yang Sengaja Dilakukan Oleh PPAT", , Vol. 2, No. 1, *Jurnal Kemahasiswaan Hukum & Kenotariatan Imanot* Desember 2022, p 34

²² Marsudi, U, *et al*, "Sengaja dan Tidak Sengaja dalam Hukum Pidana Indonesia", Vol. 7, No. 1, *Lex Librum: Jurnal Ilmu Hukum*, Desember 2020, p 32

²³ *Ibid*

has provided false information to be included in the authentic deed, the PPAT continues to make the deed regardless of the truth of the information provided.

In order to avoid criminal charges under Article 266 paragraph (1) of the Criminal Code, the parties involved in the sale and purchase transaction should clearly convey their intentions to the PPAT from the outset. The Notary also needs to remind them of the legal consequences of providing false information: a) if they wish to include in the deed a price other than the actual price, the confronting party should never inform the Notary or an employee of the Notary Office that the actual price is different from the price they wish to include in the deed; b) if the confronting party has informed the difference in price that is not in accordance with reality, the Notary should refuse to make a deed for them; c) inform the confronting party that if in the future it is known that the price stated in the deed is not correct, they could potentially be charged with Article 266 paragraph (1) of the Criminal Code.

In conclusion, Notary cannot be held liable under Article 266 paragraph (1) of the Criminal Code. This is due to the article's requirement of "ordering," whereas Notary merely serve as facilitators in creating authentic deeds for sales and purchases. The initiative to make a deed comes from the parties facing it, so the Notary is the party being told, not the one who orders. However, if the PPAT intentionally and knowingly cooperates with the facing party to include false information in the deed, then the PPAT may be subject to Article 263 paragraph (1) of the Criminal Code in conjunction with Article 55 paragraph (1) of the Criminal Code regarding participation in a criminal offense. Additionally, since PPATs produce authentic deeds, their actions may be subject to heavier penalties as outlined in Article 264 paragraph (1) letter a of the Criminal Code in conjunction with Article 55 paragraph (1) of the Criminal Code.

D. Conclusion

In carrying out its duties, Notary has two responsibilities, namely ethical responsibility, which is a responsibility related to the ethics of the Notary profession and legal responsibility, which can be in the form of administrative, civil, and or criminal responsibility. Legal protection of the parties to a canceled deed of sale and purchase is basically legal protection given to buyers based on good faith, in which case the buyer can demand the return of payment, compensation and interest. The responsibility of Notary in making a deed of sale and purchase according to Article 22 of Government Regulation Number 24 of 2016 in conjunction with Government Regulation Number 37 of 1998 concerning Notary Position Regulations, it is explained that Notary must read the deed in front of the parties (present), but according to the author, Notary is advised to document or photograph the process of signing the deed and take

fingerprints and store them in the Warkah or Minuta deed. In order to provide legal protection to the parties to the deed made, Notary in carrying out its duties and authority must always adhere to the professional code of ethics and laws and regulations.

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