LEGAL RESPONSIBILITY FOR NOTARIES IN MAKING COPPIE COLLATIONEE FOR SELLING AND PURCHASE DEEDS WHICH IS MADE BEFORE OFFICIAL OFFICIALS OF LAND DEET CONCERNING REGISTRATION

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ABSTRACT

Notary or Land Deed Making Official (PPAT) is a public official who has an important role in ensuring legal certainty, order and legal protection through authentic deeds drawn up by and before him. In practice, there is a problem, namely the existence of a dispute over the transfer of land rights, where there are two parties claiming to be the owner of the same land object. Each party claims to be the owner because they have bought from the heirs of the original owner of the land. One party bases ownership because it has proof of the Sale and Purchase Deed that has been made by PPAT, while the other party bases it on the proof of the Coppie Collationnee Sale and Purchase Deed. Based on these problems, it is necessary to conduct research regarding the legal position of the Copie Collationnee made by the Notary on the Sale and Purchase Deed which is used as proof of ownership of land rights and what is the legal responsibility for the Notary who has made the Copie Collationnee on the Sale and Purchase Deed made before PPAT. The method used is descriptive analysis with a normative juridical approach. The research stage uses library research with secondary data and field studies with primary data. This data collection is obtained by means of document study and also interviews obtained by means of field studies. Furthermore, the data were analyzed using the juridical-qualitative method. The Notary Deed in the form of a Coppie Collationnee made on the Land Sale and Purchase Deed made by PPAT is a form of negligence from the Notary in making the deed, because it is not in accordance with Article 15 paragraph 2 letter c UUJN, so the position of the deed in the agreement is limited to a copy and is degraded into an agreement. under hand. As for the legal consequences of a notary's negligence in drawing up a deed, it may be subject to sanctions in accordance with Article 16 of the UUJN, namely in the form of written warning, temporary dismissal, respectful dismissal, or dishonorable discharge.

Keywords: Deed of Sale and Purchase, Coppie Collationnee, Notary Responsibilities.

INTRODUCTION

The state of Indonesia as a state of law has the responsibility to provide legal certainty for citizens in order to realize justice. This is in line with the objectives of the State of Indonesia as stated in Paragraph 4 of the Preamble to the 1945 Constitution, which states: "Then from that to form a Government of the State of Indonesia which protects the entire Indonesian nation and all of Indonesia's bloodshed and to promote public welfare, educate people's lives nation, and participate in carrying out world order based on independence, eternal peace and social justice, the Indonesian National Independence shall be formulated in a Constitution of the Indonesian State, which is formed in an arrangement of the Republic of Indonesia which is sovereign by the people based on the One Godhead. , Just and Civilized Humanity, Indonesian Unity and Democracy led by wisdom in Deliberation/Representation, and by realizing a social justice for all Indonesian people." Every act between people who are citizens or between one person and another or between legal subjects will cause a legal relationship between one person and another and lead to an engagement, which in civil law is regulated in Book III of the Civil Code. An

engagement is a legal relationship between two people or two parties, based on which one party has the right to demand a right from the other party while the other party is obliged to fulfill the claim. In civil relations, people want a guarantee of certainty, order and legal protection because in carrying out these relationships conflicts are not uncommon because everyone has different interests. Written evidence has become a public need and is regulated in Article 1868 of the Civil Code (KUHPerdata), which states: "An authentic deed is a deed whose form is determined by law drawn up by or before public officials in power to it is at the place where the deed was made".

Notaries as public officials are one of the state organs equipped with legal authority to provide services to the community, especially in making authentic deeds as perfect evidence regarding legal actions in the civil sector. An authentic deed has permanent and perfect power, so that it is absolute and is made by an authorized official. A notary is an official authorized to make an authentic deed, the authority is so great because it represents the authority of the state in providing legal certainty. According to Article 1 of Law Number 2 of 2014 concerning the Position of a Notary or abbreviated as UUJN, it states that a Notary is a public official authorized to make authentic deeds and other authorities as referred to in this law. Not only a Notary has the authority to make an authentic deed, because the law determines that this authority is also given to other officials besides a notary, including the Land Deed Making Officer (PPAT).

The duties and work of a Notary as a public official are not limited to making authentic deeds but are also assigned to register and ratify private documents, provide legal advice and explanations of the law to the parties concerned, examples of deed made in the form of an authentic deed. namely the deed of establishment of a Limited Liability Company (PT), fiduciary guarantees and other deeds made based on the request of the parties, made in the form of authentic deeds such as leases, power of attorney to sell, sale and purchase agreements, information on inheritance rights, wills, acknowledgments debt, granting mortgage rights and so on. All agreements that are not excluded from other officials, as long as they make a copy of the letter under the hand or also called a Copie Collationnee and ratify the compatibility of the photocopy with the original letter (legalized). The duties and work of the Notary are further as stated in Article 15 paragraph (2) of the UUJN.

In addition to a Notary, another position that has the authority to load authentic deeds is the Land Deed Making Officer (PPAT). PPAT is defined as a public official who is authorized to make an authentic deed regarding certain legal actions regarding land rights or Property Rights on Flat Units. A PPAT is given the legal authority to provide public services to the community, in making an authentic deed regarding legal actions in the land sector. The incident that occurred was related to a land ownership dispute, where a plot of land which was the object of the dispute was contested for the status of its ownership rights by two parties, each of whom claimed to be the buyer who obtained the rights by buying from the original owner of the land (the seller). One of the parties claimed to be the owner because he had purchased a plot of customary land located in the Cimahi area, hereinafter referred to as the object of sale and purchase, based on the Copy Collationee Deed of Sale and Purchase Number 17/12-0/JB/I/1989 drawn up by a Notary/PPAT in Bandung district. Meanwhile, the other party also claimed to be the owner because they had purchased the same object of sale and purchase based on the Sale and Purchase Deed Number: 8941.2014 issued by the Temporary Land Deed Official (PPATS) of South Cimahi District.

The dispute over land ownership was filed by a party claiming to be the owner of the land based on the Copy of the Sale and Purchase Deed Number 17/12-0/JB/I/1989, who acted as the Whistleblower by submitting a report on the alleged crime to the competent police. regarding the falsification of the deed carried out by the Reported Party, in this case the party claiming to be the owner of the land based on the Deed of Sale and Purchase Number: 8941.2014. Furthermore, the legal settlement process is carried out in court, as is known in Pretrial Case Number: 4./Pid.Pra/2017/PN.BLB. The Panel of Judges has given consideration, among others, that in this case there are two (2) deeds, which are legally authentic and have never been declared null and void by the Court and the Judge considers that in fact in this case there are still civil disputes, namely land ownership disputes. The facts of the trial also show that the two deeds owned by both parties who both claim to be the owners have never been canceled either by the parties who made the agreement or by the court. The existence of these problems makes the researcher interested in studying the legal position of the Copy Collationne from a Sale and Purchase Deed.

Based on these facts, it is known that the source of the land dispute is due to the existence of two Deeds, each of which is used as the basis of ownership by the disputing parties. So that in this research, it is stated in the identification of the problem as follows:
1. How can the legal standing of the Copie Collationnee made by a Notary on the Sale and Purchase Deed be used as proof of ownership of land rights as regulated in UUJN?
2. What is the legal responsibility for a Notary who has made a Copie Collationnee for the Sale and Purchase Deed made before the Land Deed Making Officer?

Deed is a letter made in such a way by or before an authorized employee such as a prosecutor, judge, or notary that contains important events and is signed by the parties concerned, so that it can be strong enough evidence for both parties. In Article 1867 of the Civil Code, the deed is divided into two official deeds (authentic) and underhand deeds. Official Deed is a deed made officially by a public official. This deed authentically describes an event that occurred or a condition where the official witnessed it firsthand. In this case, public officials are notary judges, court bailiffs, employees at the civil registration office, and others. The provisions regarding authentic deeds are stated in Article 1868 of the Civil Code (abbreviated as KUHPerdata), which states: "An authentic deed is a deed in the form determined by law, drawn up by or before public officials in power. for that at the place where the deed was made". Furthermore, in order to meet the criteria as an authentic deed, the elements of Article 1868 of the Civil Code can be described, namely:

1. The form of the deed is determined by law;
2. The deed is drawn up by or before a public official in power (authorized) for that purpose; and
3. The public official who makes the deed is the official whose area of authority includes the place (location) where the deed was made.

CONCEPTUAL FRAMEWORK

The term Public Official as referred to in Article 1868 of the Civil Code, one of which is a Notary. The appointment of a Notary as a public official who is appointed and authorized to make an authentic deed has existed since the Reglement Op Het Notary-AMBT In Indonesia as outlined in Staatblad Number 3 of 1860 dated January 11, 1860 which basically contains the Regulations on the Position of Notaries in Indonesia. This Notary Position Regulation was then transformed into the text of the Law of the Republic of Indonesia, through Law Number 30 of 2004 concerning Notary Positions as amended by Law Number 2 of 2014, hereinafter referred to as UUJN, Notaries are authorized to make

authentic Deeds regarding all actions, agreements, and stipulations required by laws and regulations and/or desired by interested parties to be stated in authentic Deeds, guarantee certainty of the date of making the Deed, save the Deed, provide grosse, copies and quotations of the Deed , all of this as long as the making of the Deed is not assigned or excluded to other officials or other people stipulated by law. Furthermore, in a more complete manner the other authorities of the Notary as specified in Article 15 paragraph (2) and paragraph (3) of the UUJN, mentions:

"(2) In addition to the authority as referred to in paragraph (1), a Notary is also authorized to:

a. ratify the signature and determine the certainty of the date of the letter under the hand by registering it in a special book (also known as "legalisatie");
b. book a letter under the hand by registering in a special book (also called "waarmerken");
c. make a copy of the original of the letter under the hand in the form of a copy containing the description as written and described in the letter concerned (also called "copy collationnee");
d. validate the compatibility of the photocopy with the original letter (also called "legalization");
e. provide legal counseling in connection with the making of the Deed;
f. make a deed related to land; or
g. make a Minutes of Auction Deed.

(3) In addition to the authority as referred to in paragraph (1) and paragraph (2), a Notary has other powers as regulated in the laws and regulations."

The scope of work of a Notary in particular as stated in Article 15 paragraph (2) of the UUJN is to ratify the signature and determine the certainty of the date of the letter under the hand in the form of Legalization, Waarmerking and Copie Collationnee. The meanings of the terms above are as explained below:

1. Legalization means that the document/letter made under the hand is signed before a Notary, after the document/letter is read or explained by the Notary concerned. So that the date of the document or letter in question is the same as the date of legalization from a notary. Thus, the Notary guarantees the validity of the signatures of the parties whose signatures are legalized, and the party (signed in the document) because it has been explained by the Notary about the contents of the letter, cannot deny and say that the person concerned does not understand the contents of the document/letter. the. For this legalization, sometimes it is distinguished by the notary concerned, with the legalization of the signature only. Where in the legalization of the signature, the notary does not read the contents of the document/letter, which is sometimes caused by several things, for example: the notary does not understand the language of the document (for example: a document written in mandarin or another language that is not understood by the the notary concerned) or the notary is not involved in the discussion of the document between the undersigned parties.
2. Register (Waarmerking) means that the document/letter concerned is registered in a special book made by a Notary. Usually this is taken if the document/letter has been signed by the parties before being submitted to the Notary concerned. Judging from the point of view of its legal strength for proof, then of course Legalization is stronger than Register (Waarmerking). There are certain documents that will be used as part of a process that absolutely needs to be legalized, for example: at the Land Office, a letter of approval from the heirs to pledge land and buildings, or a letter of approval from the wife to sell land registered in her husband's name and so on. If the letter/document is

not legalized by a notary, then usually the document cannot be accepted as a complete process of the mortgage or sale and purchase in question.

3. Photocopy Matching (Copie Collationnee). In practice, what is done for the term legalization is to match a photocopy of a document with the original with the title Matching Photocopy. The photocopy will be stamped / stamped on every page that is photocopied with the notary's initials and the last page of the Photocopy Match will include a statement that the photocopy is the same as the original.

One of the deeds that is usually made by a notary is a deed of agreement. The term agreement is a translation of the word verbintenis or contract. The agreement is formulated in Chapter II Book III Article 1313 of the Civil Code which states: "Agreement is an act whereby one or more parties bind themselves to one or more persons. The definition of an agreement can be viewed from the opinions of experts, especially legal experts, namely: According to R. Subekti "Agreement is an event where one person promises to another person or two people promise each other to carry out something". While the meaning of the agreement according to Handri Raharjo, namely "Agreement is a legal relationship in the field of assets based on an agreement between one legal subject and another legal subject, and between them (the parties) bind themselves together so that one legal subject is entitled to achievements and the other legal subjects are obliged to carry out their achievements. in accordance with the agreement that has been agreed upon by the parties and has legal consequences."

The legal terms of the agreement can be said to have the legal consequences of the agreement contained in the Civil Code. The legal terms of the agreement are regulated in Article 1320 of the Civil Code which determines the conditions for the validity of the agreement. The terms of the agreement can be divided into two groups, namely:

a) Subjective conditions
   Subjective conditions are conditions that must be met by the subject of the agreement. Includes: agreement for those who bind themselves, and the ability of the parties to make agreements.
b) Objective conditions
   Subjective conditions include the third and fourth conditions, meaning that absolute conditions must be fulfilled as the subject of the agreement by the parties in entering into an agreement. Includes: a certain thing and a lawful cause.

The difference from the conditions above which include subjective and objective conditions is the result that arises if these conditions are not fulfilled in an agreement. Agreements that do not meet the subjective requirements will result in the agreement being cancelled (vernietigbaar). The agreement held remains in effect, as long as it has not been canceled. Requests for cancellation of the agreement can be made by parties who are not legally competent (either individuals or legal entities) and by parties who give permission or agree to the agreement freely. An agreement that does not meet the objective prerequisites results in the agreement being null and void (van rechtswege nietig). This means that from the beginning, legally, the agreement never existed and there was never an engagement between the parties who made an agreement. The type of agreement as described above, the most widely used by the community is the sale and purchase agreement. Each country applies different regulations regarding the law of buying and selling land. In Indonesia, the rules for buying and selling land refer to several legal instruments, namely the Civil Code (KUH Perdata), UUPA, and PP No. 24 of 1997 concerning Land Registration.

Land ownership rights, at any time there may be a transfer of rights due to the sale and purchase of land between the land owner or legal heirs, and the land buyer who goes through the process of buying and selling land. However, in the land registration system according to PP No. 10 of 1961 (which has now been improved by PP No. 24 of 1997), the registration of the sale and purchase can only be carried out with the PPAT deed as proof. Boedi Harsono stated "people who make buying and selling without being proven by a PPAT deed will not be able to get a certificate, even though the sale and purchase is legal according to law"

The process of buying and selling new land is considered valid if the material conditions of the sale and purchase are fulfilled. This refers to the provisions of Article 1320 of the Civil Code and Supreme Court Decision No. 123/K/Sip/1970. The provisions basically include the skills and authority of the parties to carry out the legal actions concerned. To make a sale and purchase agreement, it cannot be done between the seller and the buyer alone. Instead, the parties need to be guided by state officials, in this case PPAT. This is regulated in accordance with the authority of PPAT based on PP No. 37 of 1998 is to make authentic deeds regarding certain legal actions related to land rights or Property Rights to Flat Units.

In carrying out the process of buying and selling land, there are a number of stages that must be carried out by both parties, namely:

1) Checking Land Certificate. The seller and the buyer must ensure that the land is not in dispute, is not pledged to a bank, or is not confiscated.
2) Checking the PBB. The buyer has the right to ask the seller or the owner of the property to provide proof of payment for PBB (Land and Building Tax).
3) Paying Taxes and AJB Making Fees. The seller has the obligation to pay income tax (PPh), while the buyer must pay the Customs for the Acquisition of Land and Building Rights (BPHTB).
4) Create AJB. The seller and the buyer as well as the witness signed the AJB (Deed of Sale and Purchase) which was agreed by both parties.
5) Process of Transfer of Name of Land Certificate. After the seller and buyer have agreed on the AJB, the next process is to process the title transfer of the land certificate, which is submitted through the Land Office (National Land Agency).

Disputes in the sale and purchase of land, resulting in a dispute over the ownership of the object of sale, namely the ownership rights to the land. In general, the settlement is carried out through a competent court. If the lawsuit in court is supported by strong and solid evidence, then at the end of the trial a decision is made which is generally through legal considerations based on valid evidence, then an authentic deed can be declared null and void by law. The legal consequences arising from the cancellation of an authentic deed will certainly be returned to the responsibility of the parties that resulted in the cancellation of the deed. In addition to the responsibility that must be borne by one of the parties in the transaction or who made the agreement, it also sometimes involves the responsibility of the Notary/PPAT, as the party making the authentic deed. The Notary/PPAT must be responsible if the deed made there is an error or intentional violation by the Notary/PPAT. However, if the element of error or violation occurs from the parties appearing, then as long as the Notary/PPAT carries out its authority in accordance with the regulations. The Notary/PPAT concerned cannot be held accountable, because the Notary/PPAT only records what was submitted by the parties to be included in the deed. In this regard, it does not mean that the Notary/PPAT is free from the law, cannot be punished, or is immune

from the law. A Notary/PPAT may be subject to sanctions (criminal or civil and administrative) if it is proven in court that the Notary deliberately and fully consciously and planned together with the parties/appearers or not in making a deed with the intent and purpose of benefiting a particular appearer. or harm others. If this is proven, the Notary/PPAT must be sanctioned. In the correct level of notarial law regarding Notary and Notary deeds, if a Notary deed is disputed by the parties, then:

1) The parties come back to the Notary to make a deed of cancellation of the deed, and thus the canceled deed is no longer binding on the parties, and the parties bear all the consequences of the cancellation.
2) If the parties do not agree to the deed in question to be annulled, one of the parties can sue the other party, with a lawsuit to degrade the notary deed into a private deed. After being relegated, the judge who examines the lawsuit can provide a separate interpretation of the notary deed that has been degraded, whether it remains binding on the parties or is cancelled. This depends on the evidence and judge's judgment.

PPAT's liability related to intentional, omission and/or negligence in making a deed of sale and purchase that deviates from the formal requirements and material requirements of the procedure for making a PPAT deed, then the PPAT may be subject to administrative sanctions. Based on the Regulation of the Head of BPN Number 1 of 2006, deviation from the formal and material requirements is a serious violation by the PPAT which can be subject to a dishonorable dismissal from his position by the Head of the Indonesian National Land Agency. Administrative accountability is also stipulated in Article 62 of Government Regulation Number 24 of 1997 concerning Land Registration.

METHODOLOGY

The method used in this research is descriptive-analysis with a normative juridical approach. The research phase uses library research with secondary data and field studies with primary data. This data collection was obtained by means of document studies and also interviews obtained by means of field studies. Furthermore, the data were analyzed using the juridical-qualitative method.

DISCUSSION

The deed of sale and purchase of land is a very important thing that functions for the transfer of ownership rights to land and the occurrence of land ownership. What is meant by "transfer" is a "transfer of rights" because a person who has one of the rights dies, his rights automatically become the rights of his heirs. In other words, that the "transfer of rights" occurs accidentally with an act but "because of the law". On the other hand, "transferred" is a "transfer of rights" that is carried out intentionally so that the right is separated from the original holder and becomes the right other party. In other words, the "transfer of rights" occurs through a certain "legal act", in the form of:

a. Buy and sell;
b. Exchange;
c. Grant;
d. Grants (legaat)

In the practice of making the Deed of Sale and Purchase of Land, there are two public officials representing the state, each of which has the authority to serve the community who will carry out legal actions to transfer ownership rights to land through sale and purchase transactions. The two officials in question are Notaries and PPAT.

In practice, land sale and purchase transactions can be carried out by PPAT, the Camat can also be appointed as PPAT in areas where there is not enough PPAT. In addition, because its function in the field of land registration is very important for people who need it, then this function must be carried out throughout the territory of the country. Therefore, in areas where there is not enough PPAT, the sub-district head needs to be appointed as Temporary PPAT. In the management of the land sector in Indonesia, especially in land registration activities, PPAT is a public official who is a partner of the National Land Agency (BPN) to help strengthen/confirm any legal actions on land parcels carried out by the parties concerned as outlined in a deed. authentic. Normatively, PPAT is a Public Official who is authorized to make authentic deeds regarding certain legal actions regarding land rights or property rights of apartment units, or make evidence regarding certain legal actions regarding land rights which will be used as the basis for registration (Article 3). 1 number 1 PP Number 37 of 1998 in conjunction with Article 1 number 24 of PP 24 of 1997).

Specifically regarding the PPAT, Government Regulation No. 37 of 1998 has been issued concerning the Regulation of the Position of the Land Deed Making Official which was stipulated on March 5, 1998 (PP 37 of 1998) and the implementation provisions are set forth in the Regulation of the Head of the National Land Agency of the Republic of Indonesia Number 1 of 2006. In the regulation it is more clearly explained that PPAT is a public official who is given the authority to make authentic deeds regarding certain legal actions regarding land rights. PPAT can hold concurrent positions as Notaries, consultants or legal advisors but are prohibited from holding concurrent positions as lawyers or advocates, civil servants or employees of State/Regional Owned Enterprises (Article 7 PP No 37 of 1998). Regarding PPAT obligations, it is described as follows:

1) PPAT is obliged to take an oath before the authorized official for that purpose.
2) The PPAT is obliged to immediately submit the deed he has made and other documents required for the making of another deed to the local Land Office to be registered in the Land Rights Book and included in the relevant Land Rights Certificate.
3) PPAT is obliged to maintain a List of Deeds that have been made and issued according to the form determined by the applicable regulations.
4) PPAT is obliged to carry out the instructions given by the Land Office and the official who supervises it.
5) PPAT is obliged to submit a report on the deed made for one month every month to the Head of the local Land Office.
6) PPAT is obligated to provide assistance to parties in terms of submitting an application for a transfer of rights or a permit for conversion in accordance with the stipulated rules.

The function of PPAT is further emphasized in Government Regulation No. 24 of 1997 on land registration which replaces Government Regulation No. 10 of 1961, namely as a public official who is authorized to make deed of transfer of land rights, imposition of land rights and other deeds regulated by applicable laws and regulations and assists the Head of the Land Office in carrying out land registration by making deeds to be used as the basis for registering changes to land registration data. In addition, there are also prohibitions for PPAT to make a deed for which the status of land rights is not clear. In this case, the PPAT must refuse the making of the deed, if there are things as follows:

a. Land rights in dispute,
b. confiscated land rights,
c. Land rights are controlled by the state

In connection with the making of the Copie Collationnee on the Deed of Sale and Purchase of land, it is reflected that there are two positions with different authorities, namely the Notary has the authority to make the Copie Collationnee and the PPAT which has the authority to make the Deed of Sale and Purchase of Land. In view of this, the appointment of a PPAT originating from a Notary means that he has two positions on his shoulders, as a Notary and as a PPAT. As a Notary, one must comply with Law Number 30 of 2004 concerning the Position of a Notary and its implementing regulations and must submit to officials from the Ministry of Justice and Human Rights. Meanwhile, as PPAT, he must follow Law Number 5 of 1960 and its implementing regulations and submit and obey the officials of the National Land Agency. In this case it means that there are two legal umbrellas that must be obeyed by someone who acts in two positions.

In carrying out his duties as a Notary/PPAT, then all his actions related to the implementation of his obligations in making the PPAT deed will be supervised by the Head of the local Land Office, including examination of the making of the deed, procurement and filling of protocols as well as the implementation of all obligations that have been determined, therefore before carrying out his duties as PPAT, he should first coordinate with the Land Office. That in every PPAT deed, coordinate with the local Land Office to obtain information about the status of the land for which the deed will be made, whether the land has actually been registered or whether the juridical data and physical data contained in the land certificate are in accordance with the existing data. on the land book at the Land Office. The adjustment of the data in the certificate with the data in the land book is better known as a "clean check". In this case, it means that a PPAT in carrying out his duties must always coordinate with related parties.

An authentic deed has the power of outward proof value to prove its validity, thus as long as the authentic requirements have been met according to law, the deed is valid as an authentic deed until proven otherwise, which can prove that the deed that is the object of the lawsuit is not an authentic notary deed. The authority to make this authentic deed is at the request of the parties, as long as it does not conflict with Article 1320 of the Civil Code. On the basis of this authority, in carrying out its duties and obligations, notaries are required to provide legal certainty guarantees and professional services. Based on Article 1866 of the Civil Code, valid evidence or recognized by law, one of which is written evidence. Written evidence can be in the form of an authentic deed or a private deed. Authentic deeds have perfect evidentiary power for the parties, heirs and those who receive rights from them. A deed that is the strongest that will be used as evidence in the community.

Ownership rights to land, at any time there can be a transfer of rights and in general the transition occurs because of the sale and purchase of land between the land owner as the seller and the buyer of the land through sale and purchase transactions. However, in the land registration system according to PP No. 10 of 1961, which was enhanced by PP No. 24 of 1997, the registration of the sale and purchase can only be done with the PPAT deed as evidence. Boedi Harsono stated "people who make buying and selling without being proven by a PPAT deed will not be able to get a certificate, even though the sale and purchase is legal according to law. The PPAT administration is closed to the public, the evidence regarding the transfer of the right is limited to the parties who carry out the legal action in question and their heirs. According to the provisions of the UUPA, registration is a strong proof of the validity of buying and selling which is carried out especially in relation to third parties with good intentions. Registration administration is open so that everyone is considered to know it. Article 19 of the LoGA has regulated land registration, and as an

implementation of that article, Government Regulation no. 24 of 1997 concerning Land Registration. According to Article 19 PP No. 24 of 1997 it is stated that the objects of land registration are fields that are owned with property rights, HGU, HGB, Land Use Rights, Management Rights, Waqf Land, Ownership Rights to Flat Units, Mortgage Rights and State Land. According to information from resource person Imam Santoso, S.H., who stated that in the list the intent was recorded and proof of rights was issued. The proof of the right is called a land right certificate which consists of Hak Milik, or other rights to land and a measuring document which is bound together in one cover.

Based on PP No. 24 of 1997, the transfer of land and objects on it is carried out with the PPAT deed. The transfer of land from the owner to the beneficiary is accompanied by a juridical handover (juridiche levering), i.e. a handover that must meet the legal formalities, including the fulfillment of requirements; carried out through established procedures; use documents; made by/in the presence of PPAT. According to Boedi Harsono, although Article 23 paragraph (2) of the UUPA states that property rights are transferred when the PPAT deed is made (the PPAT deed is evidence that land rights have been transferred to the buyer), the evidence has not yet applied to third parties, because What third parties must know is what is listed in the land book and certificate of the right in question. Thus, even though since the sale and purchase the buyer has become the owner, his position as the owner will only be perfect (in terms of proof) after the registration of the transfer of land rights which he is given by the Head of the Land Land Office. This opinion contains weaknesses, because the PPAT deed has a function as a tool for registering (Article 22 paragraph (3) PP No. 10 of 1961), so it does not determine the time of birth of rights.

Based on the understanding of the information from resource person Imam Santoso, S.H. It can be understood that the transfer of ownership rights to land is regulated in Article 20 paragraph (2) of the UUPA, namely actions by transferring rights. This means that it is related to the case in this study, the transfer of ownership rights to land from the original owner of the KT heir to NB through the Sale and Purchase Deed Number: 894/2014 dated October 22, 2014 made by the Temporary Land Deed Official (PPATS) Sub-district of South Cimahi City Cimahi. In addition, there is a transfer of rights between the heirs of KT and SM as evidenced by the existence of a Copy of the Sale and Purchase Deed Number 17/12-C/JB/I/1989 drawn up by SA, a Notary in Padalarang, West Bandung Regency. According to the provisions in which a legal act of buying and selling in this case must be proven by a legally made Sale and Purchase Deed, not a Copy Collationnee. This is because the transfer of ownership rights to land must be proven by a deed made by and before the Land Deed Making Officer (PPAT) or PPATS. Then the transfer of ownership rights to this land must be registered with the local Regency/Municipal Land Office to be recorded in the Land Book and change the name in the Certificate from the old land owner to the new land owner. Thus it is clear that the Sale and Purchase Deed is the main requirement for the transfer of ownership rights in accordance with the procedure for transferring ownership of land due to buying and selling or other legal actions as regulated in Article 37 to Article 40 of PP. 24 of 1997 in conjunction with Article 97 to Article 106 of the Minister of Agrarian Affairs/Head of BPN No. 3 of 1997.

The results of the study found that the qualifications of the Notary's actions against the deed made before him are regulated in the UUJN, including in this case the making of a Copie Collationnee, as Article 15 paragraph 2 letter c of the UUJN, then if the Notary violates the prohibition on the technical making of the deed regulated in Article 16 paragraph (12), Article 44 paragraph (5), Article 48 paragraph (3), Article 49 paragraph (4), Article 50

paragraph (5) and Article 51 paragraph (4) UUJN and if it is not regulated by UUJN but the act of a Notary fulfills the elements unlawful acts that have been regulated in Article 1365 of the Criminal Code. The legal consequence is that the position of the deed made by the Notary is preceded by negligence or not in accordance with his authority, then the deed is only considered an ordinary copy, even degraded to an underhand deed or the deed becomes null and void by law.

Based on the data and facts from the case that became the object of research, it can be analyzed that there is a form of negligence of the Notary in making the Copy of the Sale and Purchase Deed when carrying out his duties and authorities, namely not exercising the authority of a Notary based on Article 15 UUJN, for the following reasons:

1) Notary violates Article 15 paragraph (1) UUJN because the Notary does not make a deed of agreement at the will of the interested parties, namely the seller and the buyer. Supposedly if the Notary wants to make a deed of sale and purchase agreement with the land object in the name of the Seller on the proof of Land Letter C of the Village, then the Notary should check with the Village/Sub-district.
2) The Notary violates Article 15 paragraph (2) letter c of the UUJNP because the Notary makes the Copie Collationnee not from an underhand letter, but from an authentic deed, namely a sale and purchase deed previously made by PPAT.
3) The Notary violates Article 15 paragraph (2) letter d of the UUJN because the Notary does not ratify the compatibility of the photocopy with the original letter (legalized) in this case the Sale and Purchase Deed. Even though it is clear that the original Sale and Purchase Deed or a copy of the original is kept at the BPN office.

Thus, the Notary who makes the Copy Collationnee on the Sale and Purchase Deed that has been made by the PPAT shows that there is a Notary act that is contrary to or not in accordance with the provisions as referred to in the UUJN, then the status of the Notary Deed in this case the Copie Collationnee is a Deed Under the Hand, namely a deed whose contents are recognized by both parties, then the deed is valid as a copy of the agreement in general which has binding evidence for both parties. An authentic deed has the power of outward proof value to prove its validity, thus as long as the authentic requirements have been met according to law, the deed is valid as an authentic deed until proven otherwise, which can prove that the deed that is the object of the lawsuit is not an authentic notary deed. On the basis of this authority, in carrying out its duties and obligations, notaries are required to provide legal certainty guarantees and professional services.

Positive law in Indonesia has regulated the position of a Notary in the UUJN. The position of a Notary is required by laws and regulations with a view to assisting and serving the public who need authentic written evidence regarding the circumstances of the event or legal action for direct involvement by the parties who appear. Notaries cannot be separated from deviant acts or acts that are against the law. Notaries must be ready if at any time they are made a party involved in cases in the field of civil and criminal law, resulting from the legal products they make. Everyone who postulates that he has a right, in order to confirm his own right or to refute a right of another, refers to an event, is required to prove the existence of that right or event. The existence of a notarial deed should be able to avoid disputes. However, in practice, disputes often arise as a result of the existence of a notarial deed. It is very unfortunate if there are notary deeds whose contents are disputed, the truth is doubtful, considered contrary to law and justice and is felt to be detrimental to the client due to unintentional or lack of control in carrying out their duties and positions and contrary to the ethics of the Notary Profession. Notaries can be held responsible for their actions in

making a deed that is not in accordance with applicable regulations. In the event of negligence in making the deed, the Notary as a public official can be held accountable based on the nature of the violation and the legal consequences it causes. In general, the responsibilities that are usually imposed on Notaries are criminal, administrative and civil liability. It is a consequence of the result of a violation or negligence committed by a Notary in the process of making an authentic deed. Rosa Agustina explained that unlawful acts can be found both in the realm of criminal law (public) and in the realm of civil law (private).

Copie Collationnee as one of the products made by a Notary as referred to in Article 15 paragraph (2) letter c of the UUJN, the procedure for making it is also bound by the applicable provisions as in the making of other deeds. In the case of a Copie Collationnee made by a Notary on the Deed of Sale and Purchase of land which had previously been made by PPAT, it appears that there was an omission or error in the making of the deed as described above. Due to the negligence of the Notary in carrying out the obligations in Article 16 paragraph (1) letter a to letter l of the UUJN, then according to Article 16 paragraph (11) of the UUJN which states:
"Notaries who violate the provisions as referred to in paragraph (1) letters a to letter l may be subject to sanctions in the form of:

1) Written warning;
2) Temporary suspension;
3) Honorable discharge; or
4) Disrespectful dismissal

Furthermore, based on Article 16 paragraph (12) of the UUJN, it is stated that in addition to being subject to sanctions as referred to in paragraph (11), violations of the provisions of Article 16 paragraph (1) letter j can be a reason for parties who suffer losses to demand reimbursement of costs, compensation, and interest to the Notary. The precautionary principle of a Notary is in line with Article 16 paragraph (1) letter a of the UUJN. Therefore, in carrying out their duties, the Notary must act carefully, more carefully and thoroughly in examining the documents and information of the parties who want to make an authentic deed so as not to cause legal problems with the deed or other products made in the future.

CONCLUSION

Notaries are not authorized to make a Copie Collationnee on the Deed of Sale and Purchase of land made before the Land Deed Making Officer (PPAT). Considering the Sale and Purchase Deed is an authentic deed made by an official other than a Notary, namely PPAT. Meanwhile, the Notary's authority to make a copy of the collation is only for private letters as referred to in Article 15 paragraph 2 letter c of the UUJN. So that the collationnee copy of AJB is only a copy and cannot be used as a condition to apply for the registration process or change the name on the certificate of voting rights over land to the National Land Agency (BPN) office. Due to the negligence of the Notary in carrying out the obligations in Article 16 paragraph (i) letter UUJN, which may be subject to sanctions in the form of; a) written warning, b) temporary dismissal, c) honorable discharge, or d) dishonorable discharge.

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