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Legal consequence towards an authentic act that was not ready by notary and not signed jointly by the parties based on law of notary

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ABSTRACT

The purpose of this research is to evaluate the legal impact and obligations of a notary if a deed is not read by the notary and not signed jointly by the parties. Descriptive-analytical methods with a normative juridical perspective were used in this research. The research results show that legal sanctions for a deed that is not read by a notary and not jointly signed by the parties will have consequences for the deed, namely reducing the evidentiary value of the original deed to a deed made privately. So, liability sanctions can be imposed on notaries, such as warnings, dismissals, temporary suspension of membership, even sanctions for dismissal (oncetting), and also dishonorable dismissal from the association. This is, of course, based on the notary's position regulations and their responsibilities, which have been stated in the Notary Code of Ethics.

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INTRODUCTION

Based on the provisions of Article 1 paragraph (3) of the 1945 Constitution, it is stated that Indonesia is a country of law, so that in accordance with Pancasila and the 1945 Constitution, the state must guarantee legal certainty, order and protection for the Indonesian people. Verifiable written papers pertaining to activities, agreements, stipulations, and legal events done in the presence of, or endorsed by, an authorized person, commonly a Notary, are essential to assure and sustain clarity, order, and legal protection. In Indonesia, a notary is a public official who is required to generate authentic written evidence of a legal act committed by the community (Sulihandari & Rifiani, 2013). So in this modern era, the use of notary services cannot be avoided.

The position of a notary as a public official is appointed by the government, where the government's role here is as an instrument of the state, so that the reason for choosing a notary is not simply self-interest but also for the benefit of society. As a result, a notary must carry out his obligations in line with his authority. This includes valid deeds; as mentioned in Article 1 paragraph 1, notaries play a vital role in executing the state's obligations under civil law. Amendments to Law 30 of 2004 Concerning the Position of Notaries (Law No. 2 of 2014). When performing their obligations as a Notary, they must protect the dignity of their profession as a position of trust and respect. In order to serve the public interest, the Notary must have significant competence and responsibility.

In serving the public interest, Notaries will be faced with various kinds of human and character as well as the different desires of each party who comes to the Notary to make an authentic deed or just legalization for confirmation or as written evidence of an agreement their made (Sjaifurrachman & Adjie in Aspan, 2020). Human awareness of their purpose in demonstrating their consistency as a notary, which results in confidence in their duties as a public official, is referred to as integrity, which in carrying out their state duties requires them to comply with the Law and Notary Code of Ethics. Meanwhile, matters that regulate the actions of a notary are all regulated in the Notary's Code of Ethics. Furthermore, another opinion states that the Notary Code of Ethics contains directions, moral

guidelines, or decency for a notary, whether appointed by the government or by a private party who is given the authority to make deeds (Anshori in Manuaba et al., 2018).

Revision occurred from Law Number 30 of 2004 to Law Number 2 of 2014, regarding the position of Notaries. These rules and regulations have created a legal framework that allows Notaries to perform their duties as public officers with the capacity to make valid deeds. As stated in Article 1 Number 1 of the Notary Law, a notary is a public official who has the authority to make original deeds.

Making authentic deeds, particularly when it comes to bank credit, frequently entails non-legal procedures, such as reading and signing authentic deeds prepared by a Notary. Article 16 paragraph (l) Point 1 of the Notary Law governs the Notary's duty to read the deed in front of the party in the presence of at least two (two) witnesses and sign at the same time by the parties, witness, and Notary. This rule is repeated in Article 44 of the Notary Law, which specifies that the deed is signed by each party, witness, and Notary immediately after it is read, unless there is a party who cannot sign and states why. Furthermore, the phrase "before the signing of deed" refers to the requirement for a Notary's physical presence during the formalization of the deed, also known as "verlidjen" or a face-to-face contact, as outlined in Article 16 paragraph (l) Letter m of the Notary Law.

In practical application, it is a common occurrence for the deed to be signed simultaneously by the involved parties in the presence of the Notary. Therefore, the Notary is unable to specify in the deed itself that it was signed immediately after being read to the parties, with signatures from the parties, witnesses, and the Notary, unless the involved party expressly opts for the deed not to be read due to their personal reading, comprehension, and understanding of its contents, such intention must be clearly indicated on the cover of the deed and on each page of the deed minutes, with the party's initials serving as confirmation, witness and notary, this is as stipulated in Article 16 Paragraph (7) Law of Notary which states:

"The obligation to read the deed as intended in paragraph (l) becomes not mandatory when the interested parties do not wish to; this can happen when the party has read it themselves and also understands it, so that the cover and pages of the minutes can be initialed by the parties, witness, and notary."

Creating a deed that does not adhere to legal requirements undoubtedly carries legal consequences, impacting the validity of the executed deed, as well as the parties who made the authentic deed. One example of a case regarding the reading and signing of a deed is the case between Budi Primhambodo and PT. Bank Central Asia (BCA) in the Supreme Court Decision Number 98 K/Pdt/2017 in which there is a credit agreement letter Number 56 made on July 16 2013 made by Notary Tanty Herawati SH who is domiciled at Ruko Telaga Mas Number 24 B Tanah Mas , Semarang. Notary Tanty Herawati SH, Budi Primhambodo was never read aloud or told to read the credit agreement in advance, which caused Budi Primhambodo not to know the contents of the credit agreement. After receiving a copy, only then did Budi Primhambodo know that the credit agreement was detrimental to him because it contained a clause that contradicted the laws and regulations. Given this context, the author is motivated to delve into an analysis of the legal ramifications stemming from a deed that lacks notarial reading and is not jointly signed by the involved parties in accordance with the Notary Law. This examination encompasses the legal implications for both the deed itself and the notary involved.

RESEARCH METHODS

This study uses analytical descriptive specification. It's research that describes the applicable regulations associated with legal theory and its implementation (Soekanto in Febriyanto et al., 2019). Then, use a normative juridical approach with secondary data types. These statistics were gathered through library and field research in order to get primary, secondary, and tertiary legal materials. All data obtained were evaluated qualitatively by combining data from book studies and field studies.

RESULTS AND DISCUSSION

Result

Overview of Notary as Public Officer and Their Authorities in Making Authentic Deeds

A notary public is defined in Article l number l of Law Number 30 of 2004 as "a public official authorized to make authentic deeds and other authorities as referred to in this law." Furthermore, the Law of Notary states that a notary is a designated public official with the authority to prepare lawful deeds, particularly where the production of these deeds is not expressly granted to other officials.

Functioning as representatives of the state, notaries are endowed with the capacity to facilitate the public in executing legal procedures. Article 15 of the Notary Law enumerates several key powers granted to notaries, encompassing the drafting of authentic deeds pertaining to various transactions and agreements. These powers are conferred upon notaries as long as the creation of such deeds is neither delegated to nor excluded from their purview by other officials or individuals designated by the law.

Deeds can be further separated into two distinct sorts based on the category of deeds: authentic deeds and privately manufactured deeds. According to Article 1868 of the Civil Code, an authentic deed is a legal document completed in the format prescribed by law and drafted by, or in the presence of, a lawfully authorized public official at the location where the deed is generated. The official authority in question in this case is a Notary. Meanwhile, private deeds are deeds signed privately, letters, registrations, household documents, and other works created without the interference of public officials, according to Civil Code Article 1874. With regard to the strength of proof, of course it is clear that authentic deeds have stronger evidentiary powers than privately made deed. First, the power of proof of birth makes authentic deeds valid from the time they are made until proven otherwise and the burden of proof lies with who disputes them. As evidence, an authentic deed, both an official deed (aktaambtelijk) and a deed of the parties (deed of partij), its specialty lies in the strength of birth proof (Subekti Asikin, 2019). Secondly, it is essential to consider the evidentiary power of a formal deed, which serves as tangible proof of the accuracy of the events observed and documented by the authorized official. heard and did. What is known in this situation is the date and location of the deed, as well as the legitimacy of the signature. Third, it is critical to emphasize an authentic deed's material evidential capacity, which is confined to verifying the accuracy of the official's observations and acts. In cases where the official records statements made by involved parties, the deed merely confirms that these statements were indeed presented, without implying the truth or accuracy of the statement's contents.

Notary authority arises as a result of public authority. This is called “formal power” which comes from legal authority. So in this case, a positive legal basis must be possessed by every user of authority so that the authority is considered valid. In terms of a rule of law state, the use of this authority is limited or always subject to written or unwritten rules, in this case statutory regulations (Indroharto in Baihaki, 2023).

As a public official, a Notary bears a weighty responsibility while exercising their authority. The responsibilities given to the Notary are liabilities. Liabilities means the Notary's responsibility to carry out his position based on statutory orders and the Notary also has the responsibility to provide compensation for mistakes made if the mistake results in losses for the party meeting the Notary or other related parties. As according to Ridwan HR, “responsibility in the legal dictionary can be termed asliability and responsibility” (Ridwan & Sudrajat, 2020). In the implementation of a state and government, this responsibility is in a position that has been given authority, the appearance of this authority that gives rise to responsibility, is in line with the general principle “Geenbevegdedheid zonder verantwoordelijkheid; there is no authority without responsibility (there is no authority without accountability)” (Azheri in Hardi, 2020).

Discussion

1. Deed That is Not Read and Not Jointly by The Parties

An authentic deed is one that was drawn up before an authorized official and whose contents were agreed upon by the people who signed it. In an authentic deed, the parties' rights and responsibilities are clearly defined, ensuring legal certainty and, hopefully, avoiding disputes. Nonetheless, in cases of persistent disputes, an authentic deed, serving as written evidence, can significantly contribute to cost-effective and expeditious case resolution. (Sulihandari & Rifiani in Rahman, 2018).

In accordance with Civil Code Article 1870, an authentic document can serve as conclusive and legally binding proof for the involved parties and their successors or those with entitlements derived from them. Essentially, the content within the document should be accepted as truthful by the judge, provided that no other party can substantiate a contrary claim.

A Notary's lawful deed includes formal truths that are consistent with the notifications and intents declared to the Notary. The Notary, on the other hand, is responsible for ensuring that the contents of the deed are in line with current laws and regulations and accurately reflect the parties' preferences (Adjie in Prasetyawati & Prananingtyas, 2022). The parties, witnesses, and notary then sign

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the agreement as specified in the deed. This is in compliance with Article 44 of the Notary Law, which states:

1) As soon as the deed is read, each party, witness and Notary signs it, unless there is a party who cannot sign for various reasons;
2) The reasons mentioned in paragraph (1) are expressed explicitly at the end of the deed.

With the signature of deed in front of the Notary, the parties' agreement becomes enforceable and applies as law to them. Aside from legitimate deeds prepared by or in the presence of a Notary Public, motivation originates not only from legal mandates but also from the expressed interest of involved parties. These parties want to protect their rights and obligations, motivated by a shared desire for certainty, order, and legal protection for themselves and, in a broader sense, society at large (Tan, 2019). Legal certainty, according to Sudikno Mertokusumo, ensures that the law is enforced, that individuals entitled to their rights can receive them, and that judgements can be implemented (Mertokusumo in Sunarso et al., 2022).

In practice, the signing is often done jointly by all parties in front of a notary, without the notary first reading it. The signing of the deed that is not the same between the parties in the presence of witnesses and a Notary and is not read out often occurs in the world of banking, where the signing is often carried out separately in place and time between the creditor, namely the bank, and the debtor, namely a person or legal entity. Similarly, the parties, witnesses, and notaries all share duty in the reading and signing of a deed, as stated in The requirement to read the deed in front of at least two witnesses by a notary is regulated in Article 16, paragraph (l), Letter M of the Notary Law. Furthermore, all essential parties, witnesses, and the Notary sign the paper at the same time during this ceremony.

The validity of a deed is measured by the form, content, and authority of the official who made and executed the deed, it is imperative that the involved parties adhere to the conditions outlined in the relevant laws and regulations. Failure to meet these specified conditions can potentially jeopardize the validity of the deed.

An illustrative incident concerning the reading and signing of a deed can be found in the case involving Budi Primhambodo and PT. Bank Central Asia (BCA), as evidenced by the Supreme Court Decision Number 98 K/Pdt/2017 in which there is a credit agreement letter Number 56 made on July 16 2013 made by Notary Tanty Herawati SH who is domiciled at Ruko Telaga Mas Number 24 B Tanah Mas , Semarang. On July 16, 2013 there was a credit agreement number 56 made by Bank BCA and signed by Budi Primhambodo and Bank BCA. At the time of signing the credit agreement number 56 dated 16 July 2013, Budi Primhambodo was never read or asked to read the credit agreement by Notary Tanty Herawati SH which caused Budi Primhambodo not to know the contents of the credit agreement.

After getting a copy, then Budi Primhambodo found out that the credit agreement was detrimental to him because it contained a clause that was contrary to the applicable laws and regulations. It's Article 10 that the clause in the Credit Agreement Number 56 dated 16 July 2013 was contrary to the laws. The legislation is contained in Article 10 that "the credit agreement Number 56, in essence, Defendant I overrides Article 1266 of the Civil Code and can decide unilaterally on the credit agreement without having the consent of the plaintiff." As a result, the panel of judges decided to grant the plaintiff's claim in its entirety. It was also explained that in order for the Plaintiff to know and always remember his rights and obligations, after the credit agreement was signed by the Plaintiff, Defendant I and Defendant II, the Plaintiff should have been given a copy of the Credit Agreement Number 56 dated 16 July 2013. The judge stated that it was true that the Plaintiff was not given a copy of the Credit Agreement Number 56 dated 16 July 2013 which was signed by the Plaintiff and the Defendants, so that only the Defendants held the Credit Agreement while the Plaintiff did not. The judge was of the opinion that it was true that when signing the Credit Agreement Number 56 dated 16 July 2013, the Plaintiff never knew the contents because the Defendants had never read it or asked to read it first so that after obtaining a copy of Credit Agreement Number 56 dated 16 July 2013 and reading it. The plaintiff only found out that the credit agreement was made unlawfully and according to the Panel of Judges, the Credit Agreement Letter Number 56 dated 16 July 2013 was made unlawfully because the credit agreement contained a clause that contradicted the laws and regulations.

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2. Legal Consequences of Deeds That Not Read by a Notary and Not Signed Together by The Parties Based on Law of Notary

a. Legal Consequences of Deeds That Not Read by a Notary and Not Signed Together by The Parties

It is stated in Article 16(1) of Letter I of the Notary Law that the reading and signing of the deed must be witnessed by at least two witnesses. Then, in order to emphasize this, it is mentioned again in Article 44 of the Notary Law, which states that signing after reading must be done by all parties, unless there is a party who cannot sign due to certain reasons. The requirements for reading and signing are one of the important aspects of the formalization of a deed (verlijden).

In practice, in carrying out their positions, notaries are constrained by problems of a technical nature, for example, in one credit contract package in banking there are a large number of various types of deeds that must be read and signed at the same time, so that it becomes an obstacle in reading the deed. Apart from the technical problems above, in fact there is a notary who deliberately does not read the deed he made himself but in the editorial deed the notary has read it himself, the notary said in the editorial deed that the parties had appeared in front of him even though the parties had only faced the staff. notary employee, does not meet face to face with the party but is written facing directly to him, despite the fact that the written deed was read by the notary himself, the deed was merely read by the notary's employee staff.

A Notarial Deed will be in violation when the notary does not read the deed to the relevant parties before it is signed, as well as when the witness is not present at the time of ratification. It is because there is no reason for a notary not to use the principle of discretion in carrying out his duties, especially regarding upholding the principle of prudence, it must be done. This implies that all actions and actions taken in the context of making authentic deeds must always be based on the applicable laws and regulations so that they can be legally justified. The obligation to read the deed is very important and must be enforced because the reading of the deed to the parties aims to:

a) Convey the Accurate Contents of the Deed to the Parties, the act of reading the deed by a notary serves the purpose of ensuring that the involved parties genuinely comprehend and grasp the accuracy of the deed's content at the time of their signing. This practice is implemented to prevent any potential denial by the parties in the future, asserting that they were unaware of clauses that could adversely affect them. By reading and comprehending the deed's contents, the parties establish a level of understanding that mitigates the risk of future disputes;

b) Verify Alignment with Parties' Intentions, the act of reading a deed holds substantial significance in affirming that the deed's contents align with the intentions of the involved parties. This critical procedure empowers the parties to acquire a comprehensive understanding of the deed's clauses before they formalize their commitment through signatures. It provides them with the opportunity to assess whether the stipulated provisions resonate with their respective preferences and objectives. Should any party perceive a misalignment between the clauses and their intentions, they can engage in discussions with the other party to either amend the clause to better suit their desires or, in the absence of mutual agreement, consider terminating the agreement altogether. This ensures that parties possess a clear comprehension of the deed's contents, enabling them to make informed decisions about whether to consent or dissent to the deed's terms;

c) Confirmation of Agreement Consistency, the act of reading a deed also serves as a vital mechanism to confirm to the parties involved that the document they are signing accurately corresponds to what they heard during its reading. This confirmation ensures that there are no discrepancies or alterations between the oral presentation of the deed's contents and the written document that they are about to endorse. It offers a level of assurance to the parties that the contractual agreement they are entering into is consistent with their prior understanding and verbal consent, promoting transparency and preventing the introduction of unexpected or unauthorized changes to the deed;

d) The act of a notary reading the deed aloud in the presence of an audience holds significant importance. This process ensures that, prior to signing the deed, all parties involved have a comprehensive understanding of its clauses, and that these clauses align with their

respective intentions and desires. Should any party find that a particular clause does not conform to their preferences, they have the opportunity to request alterations to the clause or even the termination of the agreement if a consensus cannot be reached on the disputed clause. By being fully informed of the deed's contents, the parties are empowered to make informed decisions regarding their agreement, either by giving their consent or withholding it based on their assessment of the deed's provisions;

e) The purpose of this practice is to provide assurance to all parties involved that the content of the deed they are signing corresponds exactly to what was presented during the reading of the deed. This promise is a fundamental component of the notarial procedure and is detailed in Notary Law Article 44, paragraph (1). According to this section, "Immediately after the deed is read, the deed is signed by every party, witness, and notary public, unless there are parties who do not put a signature by stating the reasons." The phrase "immediately after being read" underscores the notary's duty to ensure that the document is presented and read to the parties prior to their signatures, establishing a distinct connection between the act of reading and the act of signing.

The obligation of a Notary to read a deed in the presence of the party involved by presenting at least two witnesses is mentioned in Article 16 paragraph (l) Letter m of the Notary Law, which is also accompanied by the witness and the Notary signing the deed during the reading. This is necessary because it involves the legitimacy of the notarial deed, which includes the form, content, and authority of the official who produced and signed the deed, as well as meeting the standards set forth in the applicable laws and regulations.

Reading and signing a deed without the presence of a Notary will have consequences for the deed, resulting in the authentic deed becoming a private deed because it was not made in accordance with existing laws and regulations, as stated in Article 16 of the Notary Law paragraph (9):

"Failure to meet the standards indicated in paragraph (l) letter m and paragraph (7) results in the deed having merely evidential power, which is referred to as an underground deed"

So, based on Article 16 paragraph (1) Letter l of the Notary Law, it is clearly stated that notaries must read it themselves, without the help of other people. Furthermore, the delivery rules are regulated in Article 38 paragraph (4) letter a of the Notary Law. As a result, whether the deed is read or not must be mentioned at the end. If this is not done, formal sections of the deed are not met, resulting in the deed being legally flawed and having the force of law merely because it was created privately. An authentic deed with only the authority of privately created deed proof is not a problem as long as the deed only governs the agreement reached by the parties who have acknowledged the truth of all the actions undertaken in the deed. However, this will be problematic when the deed is a legal need for the formation of a legal relationship, such as the formation of a limited liability corporation, which requires the use of an authentic deed (Kartikosari & Sesung, 2017). The deed of incorporation of a limited liability company in this situation is invalid because it is a private deed.

b. Legal Consequences for Notary Who Didn't Read and Didn't Signed The Deed In Front Of The Parties

Notaries have the authority to serve the public and carry out legal procedures as public agents who represent the state, as stated in Article l Point l of the Notary Law. The foundation for appointment as a Notary is a Decree of the Minister of Justice of the Republic of Indonesia dated "23 November 1998 number C-537.HT.03.01-Th.1998 on Appointment of a Notary". Notaries are appointed and dismissed by the Minister of Law and Human Rights, and all Notaries must be sworn in before the Minister or an appointed official no later than two months after their appointment.

Legal authority, according to Indroharto, is the ability provided by laws and regulations to generate legal consequences. Authority is gained by attribution, delegation, and mandates (Indroharto in Purwanto et al., 2016). Notaries receive their authority as public officials through attribution, which is granted through the division of state power provided by the constitution and statutes (Brouwer in Febrian, 2022). Therefore, the authority, method of exercising authority, and sanctions in exercising the authority of a Notary are all specifically regulated in statutory regulations and other regulations. Some of the Notary's powers are listed in Making authentic deeds for all deeds, agreements and provisions that are required by statutory regulations to be stated in authentic deeds and/or are desired by interested

parties to be stated in authentic deeds, guaranteeing the certainty of the date of their preparation. deed, save deed, offer gross, copy, quote and everything else. Furthermore, the Notary as intended in Article 15 paragraph (2) can:

1. Validate the signature and confirm the date of the private letter by registering it in a unique book;
2. Registration in a special book by ordering personal documents;
   Make a copy of the original private documents, including the description as written in the appropriate letter.
3. Check the photocopy's consistency with the original letter.
4. Provide legal advice in connection with deeds;
5. Prepare land deeds; or
6. Prepare auction minutes documents.

Thus, the authority of the Notary is clear as a public official who has the right to make legal deeds. What is meant by an authentic deed is a deed made by or before a public official who has the right to make deeds at the place where they are made. A Notarial Deed as an authentic deed is made according to the form and procedures of the Notarial Law (Anshori in Afifah, 2017).

Notaries must protect every transaction or action related to the ratification of laws carried out by the public. For example, when people make an original deed, the notation's obligation is to explain it to the relevant parties clearly without violating applicable legal norms or rules. The notary is required to read the contents of deed, so the parties understand the terms of deed and have access to all information related to the transaction. As a result, the parties who will sign the legitimate deed subsequently decide whether to accept or disagree with its contents. The notary's requirements and duties have been specified by appropriate regulations in their implementation. The fulfillment of notary's duty in performing authentic deeds in his capacity is governed by Article 16 of the Notary Law. A sort of notary obligation is the reading of deed by a notary; the reading of deed must be performed in front of parties and witnessed by at least two witnesses. Banking organizations frequently use the services of a notary to bind the parties to a credit agreement set up by a notary in the business of providing credit to customers. However, protocols are not always followed, such as when the notary fails to read the deed to the parties. These cases have frequently occurred and are regarded as correct, despite the fact that, if we pay attention to the laws or methods for making valid deeds by a Notary, this is a violation of the rule of law, with legal ramifications for both the deed and the parties. the parties specified in the deed.

Notaries' lack of competence in using procedures for making legally binding deeds, as well as minimal supervision from authorized institutions in supervising notary performance, is one of the causes. If it can be proven that the Notary is at fault, then the Notary can be held responsible. If it turns out that the notary deliberately did not read the deed, then the notary can be considered administratively guilty and subject to administrative sanctions. Notaries may face civil and criminal penalties in addition to administrative penalties. Even if the notary is only liable for the parties' losses under Civil Code article 1365, this does not mean that the notary can disregard this obligation. This is because when the notary cannot pay compensation for the material losses suffered by the parties and there is a court decision in this matter, the notary can be declared bankrupt by the court. Regarding bankruptcy, this is regulated in Article 9 paragraph (l) letter a of the Notary Law, which states that this could be the reason why a notary is temporarily suspended. Furthermore, regarding violations of the Code of Ethics, as regulated in Article 4 Paragraph (6), it is stated that notaries who violate will be given a warning, reprimand, temporary dismissal (temporary suspension) from association membership, onzetting (dismissal) from association membership, and dishonorable dismissal from association membership.

Based on article 9 paragraph (1) letter a of the Notary Law, one of the reasons for temporary dismissal is bankruptcy, and as a result of that as stated in Article 4 paragraph (6) regarding violations of the Code of Ethics of the Indonesian Notary Association, sanctions will be imposed in the form of a reprimand, temporary suspension from association membership, onzetting (dismissal) from association membership

CONCLUSION

If a deed is not read by a notary and signed by all parties present, then according to Article 16 paragraph 7 of the Notary Law, there will be legal consequences, namely that the deed was not made according to the law. and will become a private deed in accordance with the provisions of Article 16 paragraph (9) of the Notary Law. and also that the notary is deemed to have violated Article 4 paragraph (6) of the Code of Ethics of the Indonesian Notary Association, which will result in sanctions such as reprimands, warnings, onzetting (dismissal) from association membership, and dishonorable dismissal from association membership. and can also receive civil and criminal sanctions in addition to administrative sanctions.

Notaries, as public officials, must carry out their obligations to make authentic deeds in compliance with existing laws and regulations so that the deeds made provide true legal protection and do not cause harm to the parties. According to reports, the Indonesian Notary Association, through the MPD, imposes severe penalties on notaries who fail to comply with laws and regulations while doing their duties, including reading the deed.

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