



Reconstructing the regulation that requires related parties to make a formal appearance to the notary to make land deed in Indonesia based on justice value

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Abstract

In Indonesia the Conditions for the validity of an agreement are regulated in Article 1320 of the Civil Code such as Deal, Skills, A Specific Cause and not against the law. The same are also applied to the land deed-making where the provisions also obligate the parties to formally make an appearance to the Notary. This provisions according to the author are not in accordance with the demands and the development of social life, science and technology as it takes much time.

The research paradigm carried out by researchers is the Critical Theory paradigm. The research was conducted by descriptive and qualitative nature using a normative approach including empirical data (applied law research) with the Research Question that is how to Reconstruct The Regulation That Requires Related Parties To Make A Formal Appearance To The Notary To Make Land Deed In Indonesia Based On Justice Value.

Research Result shows that the law that requires the parties to make a formal appearances to the notary is not effectife as the Land Deed needs to be done immediately, this law is no longer relevant to the development of Indonesian civilization based on justice value and technological advances and not in accordance with the characteristics of humanity that is fair and civilized Indonesian Nation. Reconstruction must be done through changes to Act No. 2 of 2014 on the Amendment of Act No. 30 of 2004 regarding Notary and revision of Perkaban number 8 of 2012 amendments to the Regulation of the Minister of State for Agrarian Affairs / Head of National Land Agency Number 3 of 1997 on provisions the implementation of Government Regulation number 24 of 1997 concerning Land Registration.

Keywords: notary, land deed, formal appearance, justice value

Introduction

Article 1320 of the Civil Code clearly regulates the legal requirements of a contract namely agreement, skills, a certain matter and a permissible cause, this certainly also applies as a legal condition of a contract in a deed made by the parties before or by a Notary and Official Land Deed Maker. Legal issues come without the will of the notary - Land Deed Making Officials who feel they are carrying out their work obligations properly and correctly in accordance with the mandate of the applicable laws and regulations, sometimes they must be present physically for questioning as witnesses, as parties involved in the defendant and often even in the process the law that made him sit as a defendant at trial and it often takes so much time and tend to lead to corruption^[1].

Article 1868 The Civil Code indeed determines that an authentic deed is a deed made in the form determined by the law by or in front of the general official authorized for it at the place where the deed was made, however, the Law of Notary Position and Regulation The government which regulates the provisions of making a formal appearance, formulation and form of deed has not been able to provide the principle of legal protection, the principle of justice and

the principle of benefits for the Notary Public Officials of the Land Deed and the parties who sign the deed to the maximum in accordance with the demands and development of social life, science and technology that continues to develop in society.

This has become more and more widespread by the fact that Notary Acting Official Land Deed in Indonesia who becomes a defendant and being sued in civil law by each of the parties and criminal acts report by those who have participated in signing an authentic deed before a Notary and Land Drafting Officer, so from this the research was conducted to encourage the need for real legal protection on the signing of the deed by the parties to the Notary and the Acting Officer for Land Deed.

Whereas over time, the basis for consideration of the Regulation of the Minister of Agrarian and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia Number 5 of 2017 concerning Electronic Land Information Services is based on the consideration that in order to improve land information services easily, quickly, and at a low cost, it needs to be done electronically, as well as in the context of implementing land registration based on simple, safe, affordable, up-to-date and open principles, gradually the land registration data is stored and presented electronically, the provisions regarding procedures for land information services need to be adjusted to the development of law, technology and community needs. The Government through the Minister of Agrarian Affairs and Spatial

¹ Wahyu Widodo, Sapto Budoyo, Toebagus Galang, 2018, The Role of Law Politics on Creating Good Governance and Clean Governance for a Free-Corruption Indonesia in 2030, The Social Sciences, Year 2018, Volume: 13, Issue: 8, Page No.: 1307-1311, DOI: 10.36478/sscience.2018.1307.1311

Planning / Head of the National Land Agency in 2019 opened space in the development of electronic technology and the advancement of human civilization through the provision of electronic certificates, this is very closely related to electronic signatures in the process of birth of land rights through electronic certificates as formulated in the Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 3 of 2019 concerning Application of Electronic Signatures. Electronic Certificates are electronic certificates that contain Electronic Signatures and identities that show the legal subject status of the parties in Electronic Transactions issued by the Electronic Certification Service Provider ^[2].

Based on the problem mentioned above, it is necessary to have a Reconstruction of Regulations Toward the Parties in the Signing of an Authentic Deed before a Notary therefore the Research Question that will be discussed in this articles is how to Reconstruct The Regulation That Requires Related Parties To Make A Formal Appearance To The Notary To Make Land Deed In Indonesia Based On Justice Value.

Method of Research

The research paradigm conducted by researchers is the Critical Theory paradigm, placing social science as a process that critically seeks to uncover "the real structure" behind illusions, false needs, manifested by the material world, with the aim of helping to shape social awareness in order to improve and change their life conditions ^[3].

This research type is analytical descriptive ^[4], namely in the case of the process of making a formal appearance of the parties to sign an authentic deed, the form and nature of an authentic deed and legal protection for the Notary - Land Deed Making Officials in signing the deed, so that from this research it is expected to be able to describe systematically, factually and accurate regarding the facts above facing the parties as the parties in signing the authentic deed, the characteristics and relationships between the phenomena examined by the author. This research method of approach is normative equipped with empirical (applied law research), using normative law case studies in the form of products of legal behavior in society. The collected data will be analyzed descriptively qualitatively, namely the process of compiling, categorizing qualitative data, looking for patterns or themes with the intention of understanding their meaning.

Research result and discussion

1. Research Result

Digital technology that is developing actually makes it easier for people to do the legal actions as they want, advances in digital technology today such as when we open our eyes and ears have heard and seen information about the situation in the world today and certainly not when like 2016 last year when the provisions of making formal appearance with the parties this was adopted in the Law of

Notary Position. This has actually been recognized as a principle matter for the legality of the agreement. The validity of a transaction, of course everyone will always base on the provisions in the legal terms of the agreement. Based on the provisions of Article 1320 of the Civil Code as fairly as possible in order to provide dignified legal protection in the making of an authentic deed, there is no need to question the media used in the transaction when facing the parties as parties.

Article 1320 of the Civil Code does not require the form and type of media used in the transaction. Therefore, it can be done directly or electronically by the registrant when making the deed, provided that it has fulfilled the elements referred to in Article 1320. The authentic deed arrangement as formulated in Article 1868 of the Civil Code does not actually determine the provisions facing in the same time by the parties as parties to the deed, contained in Article 1868 of the Civil Code universally formulates what is an authentic deed, which is a deed made in the form determined by the Act or in the presence of the general authority authorized for that at the place the deed was made. Based on observations on several informants of this study of the laws and regulations governing the Position of Notary Public, the Position of the Acting Officer of the Land Deed and its implementing regulations are considered far behind the development of regulations on the use of digital technology that has been applied in various fields of Indonesian life that are capable of improve stretching industries and corporations in Indonesia as stated by Ina Octavia in an interview :

"We cannot refuse change with the presence of this extraordinary technology, it is time for the signing of a technology-sharing certificate to make it easier for the parties, and in the future the management of Notary and PPAT can also be technology-based to be more effective and efficient, so that my expectations regarding the Law of Notary Position can changed following the development of technology and human civilization" ^[5].

The above statement was conveyed by the Notary Public and Land Drafting Officials of Semarang Regency, Central Java in connection with his hopes in the development of science and digital technology utilization in the process of signing authentic deeds and the time attendance of the parties who still use the old way of signing rules (Wet Signature).

The development of human civilization and increasingly advanced technology has caused a shift in social behavior in managing the time and interpreting the deed signing is a legal act that must be done, observing this, Ina Octavia Purnamasari hopes that the time management of the parties in making a formal appearance and signing the deed by utilizing technology and technology use can make a real contribution to the ease of transacting and signing deeds while still observing the provisions/and applicable rules ^[6].

Related to this, Edi Purwanta stated that the stages of making a deed, what were firstly carried out is collecting and checking the validity of the tapping documents (subjects in the agreement), checking the original documents and after the documents were declared complete then the deed was signed. However, the obstacle experienced by the parties not

² Article 1 Number 9 of Regulation of the Minister of Agrarian Affairs and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia Number 3 of 2019 concerning Application of Electronic Signatures

³ <https://profgunarto.files.wordpress.com/2012/12/mph-3.pdf>

⁴ Abdulkadir Muhammad, 2004, "Hukum dan Penelitian Hukum", Citra Aditya Bakti, Bandung.

⁵ Results of interviews with Ina Octavia Purnamasari, Notary and PPAT Semarang Regency, on August 6, 2019 in Ambarawa, Semarang Regency

⁶ Ibid

making a formal appearance to the notary at the same time was due to the preoccupation of each, since the parties had agreed in advance about the object of the agreement so that the deed was only a formality ^[7].

The principle of agreement of the parties stipulated in Article 1320 of the Civil Code which is very commonly carried out as a condition for the legality of the agreement becomes part of the habits of the parties in carrying out the agreement, so it is not uncommon for the parties facing the Notary and the Acting Officer to make land only to sign his name in order to realize the transfer of rights in the agreement. This was corroborated by Ina Octavia Purnamasari who stated that "sometimes there are those who have bought and sold under their hands before, but because buying and selling is valid if it meets the applicable rules, the parties are obliged to attend, fulfill the conditions, including paying tax, all happened because of ignorance of how it should buy and sell land ^[8].

When the signing of the deed by the facing party does not coincide in practice and in fact it has already happened a lot, the busyness, the agreement of the tappers and the health reasons of one of the tappers are also reasons that the state also needs to pay attention to in achieving dignified justice for the deed signed by the facing party because of these conditions. The country as the stakeholders and regulators is the time to step further in creating a just and civilized humanitarian order in enforcing these regulations.

On another separate interview with W. Tri Marwoto Sulistiyanto, the most fundamental reason why this happened was because usually the parties waited for copies of us as Notaries and Land Deed Making Officials and the parties as the parties signed the deed not together at the same time. simultaneously because the parties already know about the contents of the agreement in advance, it means the parties have previously agreed on the contents of the agreement, or what was promised in the deed ^[9].

Technology communication is growing very grown very rapidly 10 years past in Indonesia, it should be used by the government to make bureaucracy easier. If the rule of law for the public through the regulation did not follow the changes in society both civilization and technology that at the time later changes in the pattern of people to obey the law in the statute that applies not be able to walk up, things have happened because of the laws that regulate the rights and obligations people are not able to meet the needs of society as a maximum, for it especially in the regulatory legislation which set of conditions of the party in the signing certificate is authentic in the law office of the notary and regulations implementing over the regulation of government about the registration of the land has been properly followed the progress of technology and changes people are given the law in fact still required to keep adapting to changes in society so that all the provisions are inherent in the law that itself is recognized by the entire community as a force that binds the state in m create law enforcement.

Article 39 of Law Legal Job Notary number 24 of 2014 changes to the Act Position Notary number 30 of 2004, which determines on penghadap only formulate that:

- 1) Applicants must meet the following conditions:
 - a) at least 18 (eighteen) years of age or married; and
 - b) capable of doing legal actions.
- 2) The applicant must be known by a Notary or introduced to him by 2 (two) identifying witnesses who are at least 18 (eighteen) years old or have been married and are capable of carrying out legal actions or are introduced by 2 (two) other registrants.
- 3) The introduction referred to in paragraph (2) is stated expressly in the Deed ^[10].

The formulation of formal appearance in making deed requirement are stipulated in Article 39 of Law Notary number 24 of 2014 changes to the Law Notary number 30 of 2004 that when correlated with regulatory law are under is not none require a formal appearance come in together together to face the Notary and the Official Record Deed Soil. Article - Article that is:

1. Article 1868 Book of the Law Law Civil Code clearly stipulates the deed is authentic, formulate that : "*An authentic deed is a deed made in the form prescribed by the Act or in the presence of a public official authorized to it in the certificate was made.*".
2. Article 1 number 7 of the Notary Position Act number 24 of 2014 amending the Notary Position Act number 30 of 2004, the Article formulates that "*Notary Deed, hereinafter referred to as Deed, is an authentic deed drawn up by or before a Notary according to the form and procedure used by stipulated in this Law*".
3. Article 1 number 1 Law Notary number 24 of 2014 changes Notary Act No. 30 of 2004 to formulate that "*Notary is the official public who is authorized to make the certificate is authentic and has the authority of the other, as referred to in the legislation of this or by enactment invite other*".
4. Article 1 paragraph (1) of Government Regulation number 24 of 2016 concerning PPAT Position Regulation, formulates that "*Land Deed Making Official, hereinafter referred to as PPAT, is a public official who is authorized to make authentic deeds concerning certain legal actions regarding land rights or Proprietary Rights in Flat Units*".
5. Article 15 paragraph (1) of Notary Position Law number 24 of 2014 changes the Notary Position Law number 30 years which formulates that : "*Notary has the authority to make an authentic deed regarding all deeds, agreements, and stipulations required by statutory regulations and / or as desired by those concerned to declare it in an authentic Deed, guarantee certainty of the date of drafting, keep the Deed, give a grosse, copy and quote of the Deed, all of it as long as the drafting of the Deed is not also assigned or excluded to other officials or others stipulated by law invite*".
6. Article 16 paragraph (1) letter m of the Notary Position Act number 24 of 2014 changes the Notary Position Act number 30 years which formulates in carrying out his position the Notary is obliged to read the deed, namely: "*reading the Deed before the audience with at least 2 (two) witnesses, or 4 (four) special witnesses for the making of a testament to the will under the hand, and signed at that time also by the parties, witnesses,*

⁷ Results of interviews with Edi Purwanta, Notary and PPAT Semarang Regency, on 5 August 2019 at Ungaran Semarang Regency

⁸ Abdul Ghafur Anshori, 2016, Lembaga Kenotariatan Indonesia, Perspektif Hukum dan Etika, Yogyakarta: UII Press Yogyakarta.

⁹ Interview result with W. Tri Marwoto Sulistiyanto, Notary and PPAT Semarang Regency, on August 14, 2019 in Bawen, Semarang Regency

¹⁰ Article 39 Verse 1 of UUJN

and Notaries; and "

7. Article 44 paragraph (1) of the Notary Position Act number 24 of 2014 changes the Notary Position Act number 30 years which formulates that : " *Immediately after the Deed is read, the Deed is signed by every taper, witness, and Notary Public, except if there are taps that are cannot sign by stating the reason* ".

Based on above, setting overlooking the parties are together not formulated in a clear and definite in accordance with the needs of making formal appearance as the parties and if there are provisions that regulate it together is an idea conservatives who are dogmatic looking for a reason justifying the form of certainty. Which happens to be understood that until the moment is, Notary, Official Record Deed Land, enforcement of law and government that is obliged to maintain the operation of the law is dynamic only able to understand about the authenticity of a certificate as part of the science of law of rules which are raw and more puts on the legality of the formal deed of the birth, without attention to the issues that became part of the workings of the law was itself like social problem, development of civilization of the nation Indonesia through science knowledge and the advancement of technology, especially communication technology that is increasingly growing, so that the authenticity of the certificates in agreement whatsoever in Indonesia is far behind the science knowledge of others although in the unity of the science of law that alone.

Regulations, documents, articles of law are accepted and treated like things that are carried out with the principles of logic and syllogism. By Paul Scholten, the way to work or arbitrate as it is referred to as *hanteren van logische Figuren* (process number numeral logical) also, Oliver Hendell Holmes said "*as if it contained only the axioms and corollaries of a book of mathematics*"^[11].

By Providing fairness, certainty of law and the principle of benefit in the formulation of the formal appearance as the parties in the signing of the deed of authentic not as well as necessarily derived from aspects of the legality of a formal course, but it should be noted that the law is dynamically follow the development of the maker of the laws it itself and the people who carry out the birth certificate authentic it so that the law will work in a dynamic without the need to look at the law as something that is separate between fairness, certainty of law and provide benefits. It 's certainly become part of the reference of the experts of law and the enforcement of law so what are becoming the ideals of the nation Indonesia as that contained in the Opening Act of 1945 original (1945 original) can be realized.

The provisions of having the party makes a formal appearance in the signing of the authentic deed deemed still need to be adjusted through the reconstruction of the values that flourish in the community who guided the Pancasila to be able to be dynamically provide justice dignified, usefulness, certainty of law and the protection of the law for the parties and officials of public who make a deed.

Deed which as formulated in Article 1868 of the Civil Code actually forms two types of deeds, namely the deed made by a Notary and the deed is made before the Notary.

1. Deeds were made by the (*door*) Notary or the so-called Deed *relaas* or Deed Officer (*ambtelijke akten*). Deed

relaas or Deed Officer (*ambtelijke Akten*) is a certificate that contains "relaas" or outlines are authentic an action that is performed or a state that is seen to be heard and seen by the maker of the deed of it, the Notary itself in the running position to set forth in the Deed of Notary. Deeds were made so da that contains a description of what are seen and witnessed and experienced it called a deed that dbuat by the (*door*) Notary (as Acting General).

2. Deeds were made before (*ten overstaan*) Notary or the so-called Deed *Partij* (*Partij-akten*) or called also the deed of the pihak. Akta *Partij* or deed party (*Partij akten*) is contains a description of what has happened because of actions are performed by parties other before Notary, meaning that explained or told by the other to the Notary in a running position and for purposes where the other was accidentally came before Notary and provide information that or do deeds that before the Notary that statements or actions that dikonstrair by the Notary in a Deed Authentic. The deed as it is called Deed are made before a Notary (*ten overstaan*) or Deed Party / deed of the parties^[12].

According to the samples, it shows that People commonly say that when they makes a formal appearance to the Notary and Official Record Deed Land is complicated. This is often found by the author in some Notary and Land Deed Formation Officer in several Banks in Central Java. Most of the parties complained about how the length of the process for a transaction, the simple example can be seen in an agreement credit in the bank with the land as collateral. Complaints are domiciled as a debtor in agreement credit in the bank usually complain on the deed which must be signed by them is too much and repetitive, among others: Deed Agreement Loan, the Deed of Letters Attorney Imposing Right Mortgage and Deed of Granting the Right Mortgage.

As a public notary and officials Record Deed Land is often confronted with the parties in the making of the deed not and the Documents and information that is required for making a formal appearance as the parties usually Notary and Official Record Deed Land request to the parties in accordance standard documents are required and documents additional to be whole form a deed that is met with both, either from the side of the form and nature of the deed. The nature and form of the deed that set of provisions of making formal appearance and the signing of the deed has been formulated in Article 38 UUJN. Article 38 of Notary Position Act number 24 of 2014 changes the Notary Position Act number 30 of 2004.

The nature and form of the deed as outlined in Article 38 of the UUJN indicates that the law as a facilitator of various responses to social needs and aspirations (responsive law) is not well touched, so that what happens in the community either from the respondent acts as the parties, the Notary and Land Deed Makers as public officials are busy and conscious to deny the rule of law that regulates their own legal actions for the deed of the parties. This is because the regulation of the nature and form of the deed is very rigid and does not make room for the advancement of digital communication technology so that notary law, although

¹¹ Satjipto Raharjo, 2012, Ilmu Hukum, Bandung: PT Citra Aditya Bakti.

¹² Herlien Budiono, Kumpulan Tulisan Hukum Perdata di Bidang Kenotariatan, PT. Citra Aditya Bakti: Bandung, 2007), P.51-52

younger, is born than the branches of civil law, therapeutic is very ancient in its application.

Digital communication technology that has advanced rapidly in the last 10 years actually when utilized to the fullest is very helpful in the world of Indonesian notary today, especially for Notaries and Land Deed Making Officials as public officials who are authorized to make authentic deeds. it can be realized through several things including:

1. Provisions facing as the parties can be done by *video conference* ^[13] and/or using *videophone* ^[14] when the parties face the Notary and the Official Record Deed Land in order to make the deed.
2. Updating the signatures as the parties use the technologie to make signatures electronically.
3. Program management is integrated based on the technology in the maintenance protocol notary which includes: minuta, book list deed (*Repertorium*), a book list deed under hand, a book listing the names of the parties (*Klapper*), the book lists the protests, book lists testament, book another list that should kept by notaries *Warkah* and things it associated with.

Already not be a part of creating justice, giving the principle of benefit and provides certainty (*teory Triadism Gustav Radbruch*) when the conditions of making a formal appearance as the parties simply means "are together facing" Context may be able to effectively apply to the making of the law of the era of colonization, considering of research this can be obtained by the understanding that the conditions of making formal apperance as the parties as specified in Article 38 UUJN when it just is dogmatic that is just reaching the principle of certainty alone. Ideally from a regulatory law as an incarnation of the workings of the law are effective not only quietly stuck on affairs into regulatory legislation it alone for the sake of achievement of certainty, the substance of the law (*substance of law*) regulatory legislation, and the logic of *orthodox* Understanding ^[15] of articles contained in the law.

The working of the law of modern able to provide a response that is fast on changes in the social, problematic work was legal it 's own that is not effective. A Quick Response must be present in the making of the law so that justice, benefits, certainty of law and protection can be achieved by the seeker through the actions of law which

they do by way of facing aligned with the development of technology of communication which is part of the advancement of technology digital created man to more easily obtain justice, benefits, legal certainty and protection. The whole process is done by the parties, the Notary and PPAT which is determined as the shape and nature of the deed, as defined in Article 38 UUJN No. 2 of 2014 amendment to Law No. 30 of 2004 concerning the Law of Notary Position and Article 19 paragraph (1) of Law No. 8 of 2012 is an embodiment of the birth of the Minutes of Deed. Article 1 number 8 UUJN No. 2 of 2014 amendment to Law No. 30 of 2004 concerning the Law of Notary Position formulates that "*Minuta Deed is the original deed which includes the signatures of the parties, witnesses and Notaries, which are stored as part of the Notary Protocol.*"

2. Discussion

Various *ideas on the* reconstruction of the provisions of making a formal appearance to the Parties and the form and nature of the deed were followed up with the proposed changes:

Conclusion

Reconstruction facing the parties in the signing of an authentic deed before a Notary and Land Drafting Authorities based on a dignified justice value needs to be done immediately, remembering the construction of the parties in signing an authentic deed before a Notary and Land Deed Making Officials is no longer relevant to the development of Indonesian civilization based on dignity justice and technological advances. digital and not in accordance with the characteristics of a just and civilized Indonesian Humanitarian values in providing legal certainty, benefits, dignified justice. so as to be able to provide legal certainty, benefits, dignified justice and legal protection for the parties, Notaries and Acting Officials Land as a public official who carries out his duties in accordance with the mandate of the expertise law he has. Reconstruction are done through changes in Law No. 2 of 2014 on the Amendment of Act No. 30 of 2004 on Notary and revision Perkaban number 8 of 2012 amendments to the Regulation of the Minister of State for Agrarian Affairs / Head of National Land Agency Number 3 of 1997 on provisions the implementation of Government Regulation number 24 of 1997 concerning Land Registration.

¹³*Videoconfererece*: a set of interactive telecommunications technology that allows two or more parties in different locations to interact through sending two-way audio and video together with.id.m.wikipedia.org, accessed on 16 August 2019.

¹⁴*Videophone*: a phone with a video screen and is able to capture video (pictures) at the same time the sound is transmitted. Video phone functions as a communication tool between one person and another in real time. en.m.wikipedia.org, accessed August 17 2019.

¹⁵Orthodox: 1. stick to official rules and teachings, for example in religion; 2 old foggy; with ancient views <https://kbbi.web.id/tandatangan>, accessed on 17 August 2019

Table 1: Law No. 2 of 2014 on the Amendment of Act No. 30 of 2004 on Notary

S. No.	Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the position of Notary At this time	Reconstruction Act No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Position of Notary Public
1.	<p>Article 39</p> <ol style="list-style-type: none"> 1. Parties must meet the requirements as follows: <ol style="list-style-type: none"> a) The lower the age of 18 (eight- fourteen) years or has been married; and b) Capable of doing legal actions. 2. Parties should be known by the Notary or introduced to him by 2 (two) the witnesses identifying the age of the lower 18 (eight fourteen) years or has been married and ably perform acts of law or introduced by 2 (two) other parties. 3. Recognition as referred to in paragraph (2) is expressed in unequivocal in deed. 	<p>Article 39</p> <ol style="list-style-type: none"> 1. Parties must meet the requirements as follows: <ol style="list-style-type: none"> a) The lower the age of 18 (eight- fourteen) years or has been married; and b. capable of doing legal actions. 2. Parties should be known by the Notary or introduced to him by 2 (two) the witnesses identifying the age of the lower 18 (eight fourteen) years or has been married and ably perform acts of law or introduced by 2 (two) parties other. 3. Recognition as referred to in paragraph (2) can be done by directly in front of the Notary and or using a device communication digital and stated in unequivocal in deed.
2.	<p>Article 16 Paragraph (1)</p> <p>In reading the deed in the presence of parties must be attended by at least 2 (two) witness, or 4 (four) witness specifically for the making of the Deed of wills in the bottom of the hand, and signed at the time it was also by parties, witnesses and Notary; and</p>	<p>Article 16 Paragraph (1)</p> <p>In reading deed in the presence of parties must be attended by at least 2 (two) witness, or 4 (four) witness specifically for the making of the Deed of wills in the bottom of the hand, and signed by the time facing each by parties, witnesses, and in the end by Notary as a form of authenticity deed; and</p>
3.	<p>Article 38</p> <ol style="list-style-type: none"> 1. Each Deed consists of : <ol style="list-style-type: none"> a) The beginning of the Deed or the head of the Deed; b) Deed body; and c) End or closing of the Deed. 2. the beginning of the Deed or the head of the Deed contains: <ol style="list-style-type: none"> a) Title of Deed; b) Deed number; c) hour, day, date, month and year; and d) Name full and place position Notary. 3. the Deed Body contains: <ol style="list-style-type: none"> a) Name full, place and date of birth, nationality, occupation, job title, position, place to stay the parties and/or he who they represent; b) Information regarding the position of acting parties; c) The contents of the Deed which is the will and desire of the parties are concerned ; and d) Full name, place and date of birth, and occupation, position, position and place of residence of each identifying witness. 4. End or closing of the Deed contains: <ol style="list-style-type: none"> a) A description of the reading of the Deed as referred to in Article 16 paragraph (1) letter m or Article 16 paragraph (7); b) A description of the signing and place of signing or translation of the Deed if there are; c) full name, place and date of birth, occupation, position, position and place of residence from each witness Deed; and d) A description of the no existence of the changes that occur in the manufacture of Deeds or the description of any changes that may be the addition, deletion, or replacement and the amount of change. 5. The Deed of Notary Substitute and officials While Notary, besides containing provisions as referred to in paragraph (2), paragraph (3), and paragraph (4), also contains the number and the date of the determination of the appointment, se avg officials who were chosen. 	<p>Article 38</p> <ol style="list-style-type: none"> 1. Each Deed consists of: <ol style="list-style-type: none"> a) the beginning of the Deed or the head of the Deed; b) Deed body; and c) End or closing of the Deed. 2. the beginning of the Deed or the head of the Deed contains: <ol style="list-style-type: none"> a) Title of Deed; b) Deed number; c) Name full and place position Notary. 3. the Deed Body contains: <ol style="list-style-type: none"> a) Name full, place and date of birth, nationality, occupation, job title, position, place to stay the parties and/or people who they represent; b) Hour, day, date, month and year facing the parties, and can be done with a criss each parties a maximum of 7 days from parties earlier. c) Information regarding the position of acting parties; d) The contents of the Deed which is the will and desire of the parties are concerned ; and e) Full name, place and date of birth, and occupation, position, position and place of residence of each identifying witness. 4. End or closing of the Deed contains: <ol style="list-style-type: none"> a) A description of the reading of the Deed as referred to in Article 16 paragraph (1) letter m or Article 16 paragraph (7); b) A description of the signing and the place of signing by the Notary as an expression of the authenticity of the deed, or translation of the Deed if any, as referred to in Article 16 paragraph (1) letter m or Article 16 paragraph (7); c) Full name, place and date of birth, occupation, position, position and place of residence from each witness Deed; and d) A description of the no existence of the changes that occur in the manufacture of Deeds or the description of the changes that can be the addition, deletion, o replacement and the number of amendments. 5. The Deed of Notary Substitute and officials While Notary, besides containing provisions as referred to in paragraph (2), paragraph (3), and paragraph (4), also contains the number and the date of the determination of the appointment, as well as the officials who were chosen.

Table 2: Decree number 8 of 2012 changes to the Regulation of the Minister of Agrarian Affairs / Head of the National Land Agency Number 3 of 1997 concerning the implementation provisions of Government Regulation number 24 of 1997 concerning Land Registration.

S. No.	Perkaban No. 8 of 2012 Amendments to Regulations Minister of Agrarian Affairs/Head of the Land Agency National No 3 1997 about the provisions implementation of provisions Government Regulation number 24 of 1997 about Land Registration, At present	Civil Reconstruction No. 8 2012 Changes above Regulation of the Minister of State Agrarian/Head of Agency National Land No. 3 year 1997 concerning provisions implementation of provisions Government Regulation number 24 of 1997 concerning Land Registration.
1.	<p>Article 101</p> <ol style="list-style-type: none"> 1. Preparation of the deed of PPAT should be attended by the parties who perform acts of law are concerned or the person authorized by him with a letter of authorization in writing in accordance with the regulatory laws that apply. 2. Preparation of a deed PPAT must be witnessed by at least two people witness that according to the provisions of regulatory legislation which applies meet the requirements to act as a witness in an act of law, which gave testimony among others about the presence of the parties or their proxies, the existence of documents that indicated in the making of the deed, and have implemented actions of law are by the parties are concerned. 3. PPAT shall read the deed to the parties were concerned and provide an explanation regarding the content and intent of making the deed, and the procedure of registration which must be carried out subsequently in accordance the provisions that apply. 	<p>Article 101</p> <ol style="list-style-type: none"> 1. Drafting of the PPAT deed must be attended by the parties as parties who carry out the legal action concerned or the person authorized by it with a written power of attorney in accordance with applicable laws and regulations. 2. Drafting as referred to in paragraph (1) shall be preceded by the introduction of the address directly before the PPAT and or can be carried out using digital communication devices and expressly stated in the Deed. 3. Recognition as referred to in paragraph (2) described in the deed starting from the hour, day, date, month and year facing the parties, and can be done with a criss each parties a maximum of 7 days from parties earlier. 4. Preparation of deed PPAT must be witnessed by at least two people witness that according to the provisions of regulatory legislation which applies meet the requirements to act as a witness in an act of law, which gave testimony among others about the presence of the parties or their proxies, the existence of the document document which is indicated in the making of the deed, and have implemented actions of law are by the parties are concerned. 5. The PPAT must read the deed to the relevant parties and provide an explanation of the contents and purpose of making the deed, and the registration procedure which must be carried out subsequently in accordance with the applicable provisions. 6. PPAT shall sign the deed after deed that was read and signed by parties as the parties, witnesses as a form of authenticity certificates.
2.	<p>Article 96 paragraph (1) The form of certificates that are used in the making of the deed, as referred to in Article 95 paragraph (1) and paragraph (2) and how filling is made in accordance with the attachment rule is that consists of :</p> <ol style="list-style-type: none"> a) Deed of sale and purchase; b) Deed to exchange swap; c) Grants; d) Income in the Company; e) Deed of Sharing Common Rights; f) Deed of Granting Mortgage Rights; g) Deed Granting Building-use Rights/Land-use Rights; h) Power of Attorney Imposing Mortgage Rights. 	<p>Article 96 paragraph (1) Changes Form Deed in the annex of Article 96 paragraph (1)</p>

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