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Notary Authority Based on Article 15 Paragraph (2) Letter F of Notary Position Act

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Abstract
Notaries have a very important role in legal traffic, especially in the field of civil law, because a notary is domiciled as a public official who has the authority to make other deeds and authorities. One of the authorities granted is to make a deed relating to land, as referred to in Article 15 paragraph (2) letter F of the Notary Position Act.
This research shows the authority of the notary in making land deeds in a narrow sense, namely the Power of Attorney Charges Mortgage (SKMHT) and in the broad sense namely the Roya Concert Act, the Right of Release Deed, the Declaration of inheritance rights for Indonesian citizens of the Chinese group. The power of attorney to impose liability the juridical implication is a power of attorney that cannot be withdrawn and does not end by any reason except with the making of the deed of rights to give the dependent. The deed of Roya concentration has a position as a substitute certificate of liability in the write-off of mortgage rights and has no executive power. With respect to the rights release deed, the juridical implications lead to the release of land rights from holders of ownership rights to individual land to the rights applicant, namely a private legal entity, first released to the state accompanied by compensation. Regarding the certificate of inheritance rights made by a notary for Indonesian citizens of Chinese descent the juridical implication is the basis for determining rights as heirs in the transfer of rights on the basis of inheritance.

Keywords: *authority, notary, deed, land*

I. Introduction

The state in order to provide legal protection in the field of private law to citizens has delegated part of its authority to the Notary to make authentic deeds. Therefore, when carrying out their duties, the Notary must be positioned as a public official who is in charge. However, if you look at the implementation of the authority of a notary to make a deed related to land in article 15 paragraph (2) letter F of Law Number 2 Year 2014 concerning changes to law Number 30 of 2004 concerning Notary Position, many problems arise, including the authority of the notary in the field of land has given rise to differences in legal interpretations said to be quite clear, in the explanation that is quite clear it now raises many different interpretations.[1]

In the basic rules of agrarian matters, law number 5 of 1960 article 26 does not specifically mention the authorities authorized to make land certificates. However, in this law only states that buying and selling, exchanging, granting, giving with a will, giving according to Adat and other actions intended to transfer ownership rights and supervision are regulated by Government Regulation.

If you look at the regulation of the head of the national land agency number 1 of 2006 regarding the provisions of government regulation number 37 of 1998 concerning the rules of office of land deed-making officials, that the authority to make land certificates is the Land Deed Making Officer (PPAT), but limited as stated in Article 2 paragraph (2). Likewise with the notary in article 15 paragraph (2) letter F of Law Number 2 Year 2014 concerning changes to law Number 30 of 2004 concerning the position of notary public, authorized to make Deed relating to land.

[1] Samsaimun, *Peraturan Jabatan PPAT: Pengantar Peraturan Jabatan Pejabat Pembuat Akta Tanah dalam Peralihan Hak Atas Tanah di Indonesia*. Pustaka Reka Cipta, Bandung, 2015, p.114

In article 15 paragraph (1) of law number 4 of 1996 concerning land rights along with objects relating to land, it is stated that the power of attorney to impose mortgage rights must be made with a Notary deed or PPAT deed. This influences the existence of the authority to make deeds related to land by a notary, where the notary in making a deed must refer to the laws of the position of a notary. The notary since its inauguration did not immediately become an official of the land deed.

In article 15 paragraph (2) letter F of Act Number 2 of 2014 concerning amendments to law Number 30 of 2004 concerning the position of Notary, it is not specifically explained about the deeds relating to any land that can be made by a notary in the transfer of rights , so according to the author there is a vague norm. This is problematic about the scope of the notary in making land-related deeds, especially as referred to in Law Number 2 Year 2014 concerning changes to law Number 30 of 2004 concerning notary positions and juridical implications arising in the transfer of land rights.

II. Method

This study departs from the vagueness of norms (Vague Norm) relating to not specifically explaining what land deeds can be made by a notary. In other words, emphasizing research on legal materials that exist in answering the problem of the scope of deeds relating to land according to article 15 paragraph (2) letter F of Law number 2 of 2014 concerning changes to Law number 30 of 2004 regarding the position of a notary and the juridical implications of a land deed made by a notary in the transfer of land rights. The approach applied in this study is a conceptual approach to determine the juridical implications of the land deed made by a notary in relation to the transfer of land rights. Statute approach to analyze legal provisions that underlie the scope of deeds relating to land according to article 15 paragraph (2) letter F of law number 2 of 2014 concerning amendments to law number 30 of 2004.

The type of legal material used is primary legal material, namely legal materials sourced from the legislation in force in Indonesia, namely the Civil Code, Law number 5 of 1960 concerning Basic Agrarian Principles, Law Number 4 of 1996 concerning Mortgage Rights on land along with objects relating to land, Law Number 2 Year 2014 concerning Amendments to Law Number 30 Year 2004 concerning Notary Position; Regulation of the Minister of Agrarian Affairs / Head of National Land Agency number 3 of 1997 concerning Provisions on Implementation of Land Registration and other related laws and regulations. Secondary legal material, namely material that provides an explanation of primary legal material, which is used primarily the opinion of legal experts, the results of legal research. Tertiary legal material, is a material that provides instructions and explanations for primary and secondary legal materials in the form of legal dictionaries, encyclopedias, etc.[2]

The technique in processing legal materials in this research is a study document. All legal materials are analyzed by referring to the background that has been described where there is a vagueness of norms (Vague Norm), so that the analysis adheres to the hermeneutic method (interpretation) using extensive interpretation, interpretation extends the terms or terms contained in a law and uses grammatical interpretation , interpretation according to grammar gives meaning to a legal term or language to answer research problems and questions.[3] Then conclusions are drawn using deductive thinking methods, namely a basic mindset on things that are general in nature, then a specific conclusion is drawn.

III. Result and Discussion

3.1 Scope of Deed Relating to Land In Article 15 Paragraph (2) Letter of Law Number 2 Year 2014 concerning Amendment to Law Number 30 of 2004

3.1.1 Notary Position Arrangement as General Officer

The term public official can also be seen in Article 1 of Law Number 2 of 2014 concerning amendments to law 30 of 2004 concerning the position of notary mentioned

> "A notary is a public official authorized to make authentic deeds and has other authorities as referred to in this law or under other laws."

[2] Johnny Ibrahim, *Teori dan Metodelogi Penelitian Hukum Normatif*, Bayumedia Publishing, Malang, 2006, p.46.

[3] Amiruddin dan H. Zainal Asikin, *Pengantar Metode Penelitian Hukum*, Cetakan Keenam, PT Rajagrafindo Persada, Jakarta. 2012, p. 164-165

Law Number 2 of 2014 concerning amendments to Law number 30 of 2004 concerning the position of a notary may be divided into 3 (three) types, namely Notary, Temporary Official notary; and replacement Notary. The position of the notary as the official of the land deed must follow the place of notary. Such actions are incidental in nature, not regularly carrying out their positions outside their place of domicile, article 19 paragraph (2) of the UUJN. Therefore, UUJN expressly requires that notaries only have one office, namely in their place of residence and a notary is not authorized to continuously carry out positions outside his place of domicile.[4]

3.1.2 Scope of Deed Relating to Land According to Article 15 Paragraph (2) Letter F of Law Number 2 of 2014

Every legal act is implied by legitimate authority. Position gets authority through 3 (three) sources, namely attribution, delegation, and mandate, these three sources of authority will give birth to authority (bevoegdheid, legal power, competence).[5]

In Article 15 of Law Number 2 of 2014 concerning amendments to law number 30 of 2004 concerning notary positions, authority can be divided into 3 (three) types:[6]

1. Main or General Authority, Article 15 paragraph (1);
2. Certain authority, article 15 paragraph (2);
3. Other authorities, article 15 paragraph (3).

In Article 15 paragraph (2) letter F Law number 2 of 2004 gives certain authority to the notary, which reads:

> (2) In addition to the authority as referred to in paragraph (1), the Notary is also authorized:
>
> f. Making deeds related to land; or

In making deeds related to land, it can also be seen in the formulation of the provisions of article 15 paragraph (2) letter (F) that this creates multiple interpretations. In making the deed relating to land according to article 15 paragraph 2 letter F must see the provisions in article 15 paragraph (1) of law number 2 of 2014 concerning the amendment to law number 30 of 2004, which is the main or general provision explain that the Notary has the authority to make authentic deeds as long as the deed is not also assigned or excluded to other officials or other persons stipulated by law, then the notary must also pay attention to other officials in making deeds relating to land. In this case other authorized officials are Land Deed Makers (PPAT), whose regulations refer to government regulation number 37 of 1998 wherein the general provisions are stated:

> "The Acting Land Acting Officer, hereinafter referred to as PPAT, is a public official who is given the authority to make authentic deeds regarding certain legal acts concerning land rights or ownership rights to the apartment unit".

PPAT authority in article 2 paragraph (2) government regulation number 37 of 1998, among others, buying and selling, swapping, grants, importation into companies (inbreng), distribution of joint rights. Granting of building rights / use rights over land owned, Provision of Underwriting Rights, Provision of Proxy Charges for Underwriting Rights;

So that in article 15 paragraph (2) letter F raises two views on the meaning of the scope of the making of deeds relating to land, namely:

1. Notaries who are authorized to make deeds whose objects are land in the broadest sense, include both those that are under the authority of PPAT based on Government Regulation Number 37 of 1998 and other authorities that are not regulated in Government regulation number 37 of 1998.
2. The notary has the authority to make a deed whose object is land in the narrowest sense, which is not included in the authority of the PPAT based on Government Regulation Number 37 of 1998.[7]

The scope in the broadest sense is that it can refer to the laws and regulations governing notaries in making deeds related to land as that includes the authority of the PPAT, such as Power of Attorney Charges Mortgage.

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[4] Sjaifurrachman dan Habib Adjie, *Aspek Pertanggung Notaris dalam Pembuatan Akta*, First edition , CV. Mandar Maju, Bandung, 2011, p. 97

[5] Philipus M.Hadjon dkk, *Pengantar Hukum Administrasi Indonesia Introduction to the Indonesian Administrative Law*, Gadjah Mada University Press, Yogyakarta, 2005, p. 139-140

[6] Sjaifurrachman and Habib Adjie, *Op.Cit*, p. 78

[7] Sjaifurrachman and Habib Adjie, *Op.Cit.* p.82-83

a. Power of Attorney Charges Mortgage

In law number 4 of 1996 concerning the Right to Underwrite Land and Objects Related to Land. Article 15 paragraph 1 states:

(1). Power of Attorney Charges liability must be made with a Notary Deed and PPAT deed and fulfills the following requirements:

a. Does not contain the power to carry out other legal actions rather than impose mortgage rights;
b. Does not contain substitution power;
c. Clearly mention the object of the Mortgage Right, the amount of the debt and the name and identity of the creditor, the name and identity of the debtor if the debtor is not the giver of the right of defense.

Power of Attorney imposes mortgages made by a notary including the form of In Originali Deed and the type of Partij deed. In originali deed is a deed made by a notary by submitting the original to the party concerned. This results in the notary's obligation to save the minuta deed as stated in article 16 paragraph (1) letter b does not apply as referred to in article 16 paragraph (2). This is different from the format stated in the Power of Attorney Charges Mortgage in the Republic of Indonesia National Land Agency Head Regulation No. 8 of 2012 concerning changes to the regulation of the Minister of Agrarian / Head of National Land No. 3 of 1997 concerning the provisions of Government Regulation Number 24 of 1997 concerning Registration soil. In format number 8 in 2012, a power of attorney to impose mortgage rights consists of 2 (two) original copies. The first 1 (one) duplicate sheet is kept in the notary office, while the second 1 (one) copy is given to the authorized recipient as the basis for signing the relevant Underwriting Deed. Notary in making a deed must refer to the Act of Notary position. The structure guidelines for making deeds are contained in article 38 of Act 2 of 2014 concerning amendments to law number 30 of 2004 concerning the position of a notary.

The scope in the narrow sense is that it can refer to laws and regulations governing notaries in making deeds related to land as not included in the PPAT's authority, such as the Roya Concert Act, Rights Release Deed, and Deed of Declaration of Rights.

b. Roya's deed of consent

In Law number 4 of 1996 concerning land rights along with objects relating to land, namely article 22 regulates the abolition of mortgage rights. The write-off of mortgages is accompanied by withdrawal of certificates of mortgages and together with the land book of mortgage rights is declared no longer valid by the office of the land agency. The problem arises if before the write-off of the certificate of mortgage rights is a requirement in the write-off missing. In law number 4 of 1996 it is not explained if the certificate is lost, is it made a replacement or something else.

Registration for the abolition of mortgages contained in article 122 paragraph (1) Regulation of the agrarian state minister / Head of National Land Office number 3 of 1997 concerning Provisions for Implementation of Government Regulation Number 24 of 1997 concerning registration of land of the agrarian minister / head of the national land agency, are:

(1) Registration for the cancellation of mortgage rights caused by the elimination of debt guaranteed to be carried out based on:

a. A statement from the creditor that the debt guaranteed by the mortgage rights has been canceled or has been paid in full, which is stated in the authentic deed or in a statement under the hand, or

In practice, with the loss of certificates of ownership of the parties the parties often make the deed concentrated freely. The contents of the certificate of consent are information from the creditor that the debtor has been indebted to the creditor by using collateral in the form of mortgages with the object mentioned based on the Deed of Giving Rights (APHT), that the certificate of Underwriting Rights cannot be shown to the notary because it has been lost, while all interest , fees, fines and fees have been paid in full by the debtor, then the creditor gives permission and agrees to abolish (roya) the mortgage rights, and gives the power to carry out the write-off (roya) of the mortgage rights.[8]

c. Rights Release Deed

[8] Rudi Indrajaya dan Ika Ikmassari, *Kedudukan Akta Izin Roya Hak Tanggungan Sebagai Pengganti Sertipikat Hak Tanggungan Yang Hilang,* Visimedia, Jakarta. 2016, p. 54.

J. Satrio stated:

> "Release of rights *(Afstand van recht)* is interpreted as a statement, that the concerned discards his rights, does not want to use them (again), no longer needs that right".[9]

The legal basis for making the deed of release of land rights made by a notary is contained in article 131 paragraph (3) letter a number 1) regulation of the minister of agrarian number 3 of 1997 concerning the provisions for implementing land registration, mentioning:

> (3). Registration of the abolition of land rights and ownership rights to apartment units caused by the release of these rights by the holder is carried out by the head of the land office based on the request of the interested parties by attaching:
>
> 1) A Notary Deed stating that the holder concerned is waiving his rights.

Whereas in article 15 paragraph (1) of law number 2 of 2014 concerning amendments to law number 30 of 2004 Notary Position stated:

> "The notary has the authority to make authentic deeds regarding all acts, agreements and stipulations required by legislation and / or desired by those concerned to be stated in authentic deeds, ensure the date of the deed, keep the deed, provide a grosse, copy, and quote deed "all of them as long as the making of the word is not also assigned or excluded from other officials as determined by the law".

The deed of release of rights includes the type of deed of the parties *(partij)*, where in its preparation contains a description or statement, statement of the parties stated before the notary. The subject of the first party in the deed of release is an individual, while the second party is a legal entity established under the law in Indonesia. The intention of the first party, namely, to surrender or relinquish the rights to the land and provide opportunities to the second party. Whereas the intention of the second party is to require the land to obtain land rights. The terms of the rights release certificate are things that must be carried out and heeded by the parties, which are set forth in the deed of release of rights.

d. Deed of Declaration of inheritance rights

In the process of transferring land through the inheritance process as regulated in Article 111 paragraph (1) letter c number 4 Regulation of the Minister of Agrarian Affairs / Head of National Land Agency Number 3 of 1997 concerning provisions on the implementation of land registration, the conditions that must be met for Indonesian citizens of Chinese descent are certificate of inheritance rights. Seeing the Act on the position of notary not specifically regulated regarding the authority of the notary in making a certificate of inheritance rights for the Chinese group, but in article 15 paragraph 3 mentioned:

> "In addition to the authorities as referred to in paragraph 1 and 2 the notary has other authorities stipulated in the laws and regulations."

Based on the type of certificate of inheritance rights is the deed of the parties *(partij deed)*. The certificate of inheritance so far made by a notary is a translation from *Verklaring Van Erfrecht*, if we read the Dutch law dictionary, it will find the meaning of *Verklaring Van Erfrecht*. That *Verklaring or Verklarend* has 2 (two) meanings, namely [10]:

a. Explain or explain;
b. Declare, declare, or affirm.

3.2 Juridical Implications of Deed Relating to Land Made by a Notary in the Transition of Land Rights

In a transfer of land rights, a deed is needed as proof of legal action. The function of the Notary deed is as evidence, so that the notary deed has 3 (three) evidentiary powers, namely:

1. The power of outward proof *(Uitwendige Bewijskracht)*. The ability of an authentic deed is the ability of the deed itself to prove its validity as an authentic deed *(acta publica probant sesse ipsa)* when viewed from outside or born as an authentic deed and in accordance with predetermined legal rules regarding conditions authentic deed, the deed applies in part to authentic deeds until proven otherwise means that there is evidence that the deed is not an authentic deed outwardly.

[9] J.Satrio, *Pelepasan Hak, Pembebasan Hutang Dan Merelakan Hak* (*Rechsverweking*), RajaGrafindo Persada, Jakarta, 2016, p. 9
[10] Habib Adjie, Hukum Notaris Indonesia Tafsir Tematik Terhadap UU No. 30 Tahun 2004 Tentang Jabatan Notaris. Refika Aditama, Bandung, 2011, p. 19

2. 1. The Power of Proof Formil *(Formele bewijskracht)*. Formally to prove the truth and certainty about the day, date, month, year, hour, or time facing, and the identity of the parties who face comparisons, initials and signatures of the parties / viewers, witnesses and notaries, as well as the place where the deed made, as well as proving what is seen, witnessed, heard by a notary on official deeds / minutes and recording the statements or statements of the parties / viewers on the deed.
3. 2. Strength of Material Proof *(materiele bewijskracht)*. If it will prove the material aspects of the deed, then the concerned person must be able to prove that the notary does not explain or state the truth in the deeds of officials and parties that is not true that before the notary it is incorrect to say and reverse proof must be made to deny the material aspects of the notary deed.[11]

3.2.1 Juridical Implications of Power of Attorney Charges Mortgage

That the power of attorney to impose mortgages must be given directly by the giver of the right of rights by being present before the Notary. One of the characteristics of the power of attorney to impose mortgages is that it cannot be withdrawn by any reason except because the power has been exercised or has expired. The purpose of the power that cannot be withdrawn is when the debtor gives his power to the creditor, then the power of attorney will continue until the achievement of the purpose of the power of attorney, that is, continued with the deed of granting the rights. This provides a balance of rights and obligations for the parties because before signing the power of attorney to impose mortgages, the parties must first sign a loan or credit agreement because the nature of the power of attorney imposes mortgages which will be continued with the Deed of Giving rights is the Agreement on Accessor.

To guarantee legal certainty to interested parties, in article 23 paragraph (1) the Law on Mortgage gives sanctions to officials who violate or neglect in fulfilling the provisions referred to in Article 15 paragraph (1) of the law on mortgage rights, administrative sanctions in the form of reprimand oral, written warning, temporary dismissal from office, dismissal from office. Officials referred to in administrative sanctions article 23 paragraph (1) Law on mortgages as in the explanation of paragraph 23 (1) are Land Acting Officials and Notaries. If the definition of official in article 23 paragraph (1) is only limited to the Acting Officer and Notary, then the types of administrative sanctions mentioned in article 23 paragraph (1) naturally do not apply to other officials related to the provisions of the Law - invite mortgages.[12]

Power of Attorney Charges that are made by a notary have a broader scope than a power of attorney imposing mortgages made by the Land Deed Maker Officer. In article 18 of Act No. 30 of 2004 concerning the position of notary it means that the notary must be domiciled in the regency or city and have a provincial office, so that the notary can not only make deeds for the people who come to the notary position, but the notary can also make deed by coming to another city or district within the same province, and at the end of the deed must be included the city or district the deed is made and completed.[13]

In article 17 paragraph (1) letter g of Law number 2 of 2014 concerning amendments to law number 30 of 2004 concerning the position of notary, it is stated that:

Notary is prohibited:

1) g. Notaries are prohibited from concurrently holding positions as Officials of land deeds and / or Class II auction officials outside the notary's place of residence.

This confirms that the position as a Notary and Acting Land Acting Officer must be in the same district or city. Based on Article 12 paragraph (1) of the Government Regulation of the Republic of Indonesia Number 24 Year 2016 concerning Amendment to Government Regulation Number 37 of 1998 concerning Occupational Regulations Officials of Land Deed Makers for Land Deed Officers have a work area of one province. However the Government Regulation of the Republic of Indonesia Number 24 of 2016 concerning Amendment to Government Regulation Number 37 of 1998 concerning Occupational Regulations for Officials of Land Deed Makers, until this research has been carried out, it has not been able to proceed. This is because there are no implementing regulations that are regulated by ministerial regulations.

[11] Sjaifurrachman and Habib Adjie, *Op.Cit.* p 116-118
[12] Sutan Remy Sjahdeini, *Op.Cit.* p. 184
[13] Sjaifurrachman and Habib Adjie, *Op.Cit.* p. 97

3.2.2 Juridical Implications of Roya's Concert Act

The existence of a certificate of responsibility is very important in the write-off (Roya) of mortgage rights. If the certificate of mortgages is lost, deletion cannot be carried out.

The Roya Concentration deed made by a notary, its position only as a substitute for certificates of mortgages lost in the Roya process is not for execution, so that its position cannot be equated with a certificate of mortgage rights that has executorial power because it is not regulated in strict laws or regulations. The validity period for the legal consent is if there is no registration for the write-off of mortgage rights. With the registration of liability rights, the consensus deed is withdrawn and crossed the record of the existence of mortgage rights in the land title certificate, so that the rights attached to the owner of the land rights are the debtor.

3.2.3 Juridical Implications of the Release of Land Rights

Release of rights denies the existence of rights that are owned and then released. To be able to give up rights, in the sense that the rights are dumped, then the person concerned must already have the rights released. The deed of release of rights made by a notary provides a compensation clause based on an agreement between the two parties. Reimbursement that is physical and / or non-physical as a result of land acquisition to those who own land, buildings, plants and or other objects related to land that can provide better survival than the level of socio-economic life before the release of rights as a form of respect from the second party who needs the land and a form of justice for the first party holder who gives up his rights.

With the deed of deed of release, the ownership rights to the land return to the state to become state land. State land is land on which there has not been or has not been burdened with certain land rights.[14]

Relinquishment of rights made by holders of land rights must certainly provide legal certainty that the first party is the only legal owner and guarantees that the land to be released is freed from confiscation, bear in the future, that the second party will not get interference or claim from another party regarding the land. With the release of the deed of rights, the transfer of rights between the first party (rights holders of land / individuals) and the second party (private legal entity) can be carried out without going through the process of buying and selling.

3.2.4 Implications of Certificate of Inheritance Rights

In Article 111 of the Regulation of the Head of the National Land Agency number 3 of 1997, registration of land by means of a transition through inheritance must show itself as an heir with a letter of proof as an heir. Before the heir receives his inheritance, the notary with his authority first checks the Directorate General of General Legal Administration, the Ministry of Law and Human Rights to obtain a certificate of will. The essence of this will is to explain whether the testator during his lifetime made a will. If there is a will, the calculation of the inheritance will then be issued first the part specified in the will.

If the notary in carrying out his position does not check the list of wills, then it has a broad impact not only with the deed made, but also for the notary himself and the third person. Sanctions for notaries who do not check are inherited rights deeds that will lose their legal certainty because they do not guarantee whether there is another legal action made by the testator. In the theory of legal certainty, it is stated that legal certainty in a law is achieved if the law is as much as possible in the law there are no conflicting provisions and interpreted differently, so that the parties can determine their legal position.

Making a certificate of inheritance rights is often done by distributing inheritance rights. This is contrary to the concept of inheritance rights deed which is essentially just the determination of rights as heirs. The distribution of inheritance rights should be made with a separate deed under the hand accompanied by 2 (two) witnesses or by notary deed, separate from the inheritance rights statement as stated in article 111 paragraph (3) Minister of Agrarian Regulation No. 3 of 1997 concerning Implementation Provisions Land registration.

Article 1121 of the Civil Code states:

> "Blood relatives in the above lineage may share and separate their property with a will or by notarial deed, among their descendants or among their descendants and their longest living husband or wife."

[14] Urip Santoso, *Pendaftaran dan Peralihan Hak atas Tanah*, Kencana Prenada Media, Jakarta.2010. p. 209

The terminology of the permissible word contained in article 1121 can be done, insofar as it is desired by the parties, the notary can make the distribution. This is in line with the general authority contained in Article 15 of the Law on Notary Position which states that the Notary is authorized to make authentic deeds regarding all acts, agreements, and stipulations required by legislation, and / or desired by those concerned to be declared in the authentic deed, guarantee the certainty of the date of the making of the deed, save, deed of giving, grossed, copy and quotation of deed, all of which as long as the deed is not also assigned or excluded to other officials or other persons stipulated by law."

IV. Conclusion

From the scope of the deed relating to land according to Article 15 of Act No. 2 of 2014 concerning amendments to Law number 30 of 2014 concerning the position of a notary, it can be done with 2 (two) interpretations in the broadest sense that is the authority of the Acting Officer The Land Deed in Government Regulation Number 37 of 1998 covers the power of attorney to impose mortgages and authorities in the narrow sense, namely authority which is not included in the authority of Land Deed Officials in Government Regulation Number 37 of 1998 covering Roya deed, rights release deed, rights certificate inherit. Which deed has a direct relationship to the transfer of land rights.

The juridical implications of the deed relating to land made by a Notary include: Against Power of Attorney Charges Mortgage Rights the juridical implication of the creditor has the power to impose irrevocable mortgage rights with the aim of balancing the rights and obligations of the creditor and debtor that is preceded by a credit agreement. With respect to the general deed, the juridical implications are in lieu of the certificate of lost liability as a requirement for the write-off of mortgage rights that have been paid off, so that they do not have executive powers. With respect to the rights deed, the juridical implications lead to the release of land rights from holders of land rights, namely individuals to the rights applicant, namely a private legal entity, which is first released to the state accompanied by compensation. With respect to the inheritance rights certificate that has juridical implications, the determination of the legal heir based on the testimony and the statement of the heir as the viewer and the Notary must check the list of testaments as a form of responsibility in carrying out his position and become the basis for the transfer of land rights heritage.

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