

Notary Role in The Making of Certificate Buy and Sell Binding Agreement For Legal Certainty

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Abstract

The role notary in making the sale and purchase agreement deed and the deed of power to sell and sell not appropriate, so there is no legal certainty for the parties who enter into the agreement before the notary. Decision 1603K/PDT/2013, an agreement that was originally payable with a guarantee certificate, but the deed was made a sale and purchase agreement. This type of research is normative or doctrinal legal research. The results of the research and discussion show that the Notary Public does not carry out his role in accordance with the Law on Notary Position, namely not fulfilling the authentic deed making procedure, not reading the deed he has made. Legal consequences for Notaries who do not play the role of a notary according to the Notary Code of Ethics for the Honorary Council may impose sanctions on the Notary. Suggestions from a Notary Public authorized in making Deeds are obliged to implement the provisions of the Law on Notary Position and the code of ethics. The legal consequence for a notary should be that a notary who does not carry out his role has his license revoked.

Keywords: Role of Notary, Sale and Purchase Agreement (PPJB), Power to Sell

Abstrak

Peranan Notaris dalam membuat akta perjanjian pengikatan jual beli dan akta kuasa menjual jual tidak sesuai, sehingga tidak ada kepastian hukum bagi para pihak yang melakukan perjanjian dihadapan Notaris. Putusan 1603K/PDT/2013, perjanjian yang awalnya hutang piutang dengan jaminan Sertifikat, akan tetapi akta yang dibuat Perjanjian Pengikatan jual beli. Jenis penelitian ini adalah penelitian hukum normatif atau doktrinal. Hasil penelitian dan pembahasan bahwa Notaris tidak melaksanakan perannya sesuai Undang-undang Jabatan Notaris yaitu tidak memenuhi prosedur pembuatan Akta Otentik, tidak membacakan akta yang dibuatnya. Akibat hukum bagi Notaris yang tidak menjalankan peran notaris menurut kode etik Notaris Dewan Kehormatan dapat menjatuhkan sanksi kepada Notaris. Saran Notaris berwenang dalam pembuatan Akta wajib melaksanakan ketentuan Undang-Undang Jabatan Notaris dan kode etik. Akibat hukum bagi Notaris seharusnya bagi Notaris yang tidak menjalankan perannya dicabut ijin praktek.

Kata kunci: Peran Notaris, Perjanjian Pengikatan Jual beli, Kuasa untuk Menjual

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Introduction

Sale and purchase agreement in Article 1458 Civil Code are obligatory, the new sale and purchase agreement places mutual rights and obligations between the two parties, new ownership rights are transferred by handover or levering. Authentic deed is a deed made by an authorized public official that contains or describes authentically an action taken or a situation that has been seen or witnessed by the public official who made the deed (Akhmad, 2019). For the transfer of land rights, an authentic deed is required which is made by a public official known as the Official for Making Land Deeds (PPAT) in accordance with Government Regulation Number 24 of 1997 concerning Land Registration. Based on Government Regulation Number 24 of 1997 and Regulation of the Head of the

National Land Agency / Minister of Agrarian Affairs Number 8 of 2013 concerning Deed Forms Land Titles Registrar is a deed made by parties who carry out legal actions carried out before Land Titles Registrar. Therefore, in practice before the land sale and purchase is carried out before the Official for Making Land Deeds, the parties must first carry out a legal action by making a land sale and purchase agreement before a Notary Public. The sale and purchase agreement is then followed by a sale and purchase deed, usually preceded by a deed of power to sell from the seller to the buyer. In this case, the power to sell contains the appointment and granting of authority to the buyer to take legal actions for and on behalf of the seller as the power of attorney. The deed of power to sell is made with the aim of facilitating legal certainty for the buyer of land and building, so that as soon as all the requirements for making a land sale and purchase deed are met, approval and involvement from the seller is no longer required for matters of transfer of rights over the land (Wicaksono, 2009). The power of attorney to sell is a form of power of attorney that is often found in the community. The making of a sales power deed in the form of a notary deed is something that is familiar in the daily practice of notaries. The function of this selling power is for protection (legal certainty) to buyers who have paid in full but have not been able to reverse the name of the certificate because there are conditions that cannot be fulfilled (Husna, 2017).

Based on the provisions of Article 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Position Regulations, it states that: Notaries are public officials who are authorized to make authentic deeds and other powers as referred to in this Law. The role of a notary is very important in the realm of civil law, because the notary profession has the most important role in every legal action, especially in the field of civil law (Budiono, 2004). In particular, the authority of the Notary is stipulated in Article 15 paragraph (2) of the Law on Notary Position (UUJN) regulates the authority of the Notary to take certain legal actions, such as: a) Ratifying signatures and determining the date certainty of the letter under hand by registering in a special book; b) Submitting letters under hand by registering in a special book; c) Make a copy of the original letter under hand in the form of a copy containing the description as written and described in the letter concerned; d) Conduct validation of the compatibility of the photocopy with the original letter; e) Providing legal education in connection with making Deeds; f) Making deeds relating to land; or g) Prepare a minutes of auction deed.

Based on the provisions of Article 15 paragraph (2) of Law Number 2 of 2014 concerning the Position of Notary Public, the Notary profession is very important

in making sale binding agreement and deed of power to sell selling, Notary as a Public Official, professionalism is required, one of which is bridging the interests of the seller and the buyer in making deeds sale binding agreement and deed of power to sell selling, so that the Notary's assistance in making sale binding agreement and deed of power to sell also the parties making the sale and purchase agreement will get assistance in formulating the matters to be agreed upon.

The making of the sale and purchase agreement deed and the deed of power to sell and sell in certain conditions can be found to be a number of things, which result in an agreement being canceled, either canceled by the parties or by court order, this can be seen in the decision Number 398 / Pdt.G / 2011 / PN.Dps, decision Number: 40 / PDT / 2012 / PT.Dps and decision Number 1603 K / PDT / 2013 dated 7 August 2015. The main problem in this case is, the legal relationship between the Plaintiff and Defendant I is Accounts Receivable. The Plaintiff pledged a Certificate of Property Rights Number 870 which was located in Jimbaran Village, Kuta District, Bathing Regency, Bali Province covering an area of 9540 M² in the name of the Plaintiff. The Plaintiff was invited by the Defendant to the JSW Notary and was asked to sign a Binding Agreement to Conduct a Sale and Purchase Number 84.

Based on the description above, the authors are interested in conducting research entitled "The Role of Notary in Making Sale and Purchase Agreement Deed (PPJB) and Power of Attorney to Sell to Increase Legal Certainty."

Research Problems

1. What is the role of the notary in the making of the sale and purchase binding agreement deed (PPJB) and the power to sell according to the notary position law?
2. What is the legal consequence for a Notary who does not play the role of a notary in Preparing the purchase binding agreement deed (PPJB) and Proxy to Sell according to the Notary's code of ethics?

Research Method

This type of research in legal research is normative or doctrinal legal research. Normative legal research whose other name is doctrinal legal research is also known as library research or document study because this research is conducted or aimed only at written regulations or other legal materials (Soerjono Soekanto, and Sri Mamudji, 2004: 14). In essence, research is carried out by examining library materials or secondary data consisting of primary legal materials, secondary legal materials and tertiary legal materials.

Sources of data in this study, researchers used secondary data sources. Secondary data sources are data obtained by researchers from literature reviews, scientific papers, research results or expert theories related to this research problem.

The primary legal materials used consist of statutory regulations, official records, minutes in the making of legislation and judges' decisions. In this study, the primary legal materials used are as follows: The 1945 Constitution. Civil Code, *Burgerlijk Wetboek voor Indonesie*, (Staatsblad 1847 Number 23). Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public, (State Gazette of the Republic of Indonesia of 2014 Number 3, Supplement to the State Gazette of the Republic of Indonesia Number 5491). Notary Code of Ethics. Decision Denpasar District Court dated 29 November 2011 Number: 398 / Pdt.G / 2011 / PN.Dps, Decision Denpasar High Court Number 40 / Pdt / 2012 / PT.Dps dated 9 August 2012, and Decision of the Supreme Court of the Republic of Indonesia Number 1603 K / PDT / 2013 dated 7 August 2015.

Secondary Legal Materials The main secondary legal materials are textbooks because textbooks contain the basic principles of law science and the classical views of highly qualified scholars. In this research, the secondary legal materials used include: scientific books in the field of law; Papers; Scientific journals, and scientific articles

Tertiary legal materials are materials that provide guidance and explanation for primary and secondary legal materials. In this study, the tertiary legal materials used include: Big Indonesian Dictionary, Legal Dictionary, Internet sites related to the accountability of notaries and the principles of good notary duties implementation.

Discussion

1. Notary Role in The Making of Certificate Buy and Sell Binding Agreement For Legal Certainty

The Role of Notaries in Making Sale and Purchase Binding Agreement Deeds (PPJB) and Proxy to Sell according to the Law of Notary Position. Sale and purchase is a form of agreement that gives birth to an obligation or agreement to provide something, which in this case is manifested in the form of delivery of goods sold by the seller, and the delivery of money by the buyer to the seller. Buying and selling land according to customary law must fulfill 3 (three) elements, namely cash, real, and light. What is meant by "cash" is the handover of rights by the seller is carried out simultaneously with payment by the buyer and immediately the rights have transferred. The price paid does not have to be paid in full, the price

difference is considered as a buyer's debt to the seller which is included in the scope of accounts payable. Being "real" means that the spoken will must be followed by real actions, for example by receiving money from the seller and making an agreement in front of the village head (Kurniawati, 2018). The postponement of the sale and purchase of land rights by itself is of course very unfavorable or even detrimental to the parties conducting the sale and purchase of land rights, the seller on the one hand must first postpone the sale of the land, so that all of these requirements can be fulfilled, his wishes are also delayed to get money from the sale of the land rights. For the buyer, with a delay in the sale and purchase of land rights, the buyer is also delayed in his desire to obtain rights to the land he is going to buy.

The sale and purchase agreement (PJB) is a legal breakthrough that is widely used by parties who are going to buy and sell land rights. The Sale and Purchase Agreement (PJB) is used to facilitate the parties who are going to buy and sell land rights, because if you follow all the rules stipulated in the sale and purchase of land rights, not all parties can fulfill it at once, meaning not all the party is able to directly pay all the terms regarding the sale and purchase of land rights at one time,

Sale and Purchase Agreement is an agreement between the seller and the buyer before the sale and purchase is carried out due to the elements that must be fulfilled for the sale and purchase, among others, the certificate does not yet exist because it is still in process, no price has been paid (Subekti, 1996).

According to Herlien Budiono, the sale and purchase agreement is an aid agreement that functions as a preliminary agreement in a free form (Budiono, 2004). Notaries and Land Deed Making Officials (PPAT) are subject to different rules. Notary is subject to the provisions in Regulation of the Law on the Position of Notary Public so that the framework in making deeds made by the Notary must in accordance with the provisions in UUJN while PPAT is subject to the provisions stipulated in Government Regulation Number 37 of 1998 concerning Regulations on the Position of Land Deed Making Officials and Regulations Implementation (Pasaribu, 2018).

Perspect The Sale and Purchase Agreement (PPJB) is made as an agreement that aims to bind the parties before the preliminary Sale and Purchase Deed (AJB) is drawn up before Land deed maker official (PPAT). Sale and Purchase Deed (AJB) here is an authentic deed made by Land deed maker official (PPAT) as evidence for the transfer of rights to land and buildings. The making of the Sale and Purchase Agreement Deed (PPJB) and the Sale and Purchase Deed (AJB) must be made using the form as referred to in paragraph (1) provided.

Sale and Purchase Deed (AJB) this is what will later be used to apply for registration of transfer of rights to the local land office or better known as the reverse name. With the completion of the transfer of name, the rights attached to land and buildings have passed from the seller to the buyer. The person who has been given the power to carry out legal actions on behalf of the person who gives the power of attorney or who also represents the giver of power. This means that what is done is at the responsibility of the person giving the power of attorney and all rights and obligations arising from the act he has done become the rights and obligations of the person giving the power of attorney. From the provisions of Article 1793 of the Civil Code, it can be seen that the granting of power of attorney is free from certain forms (formalities), in other words, it is a consensual agreement (Pandoman, 2017).

In carrying out their duties, notaries must be responsible, which means: (1) Notaries are required to make deeds properly and correctly, where the deed contains the wishes and requests of the parties concerned because of their position. (2) Notaries are required to produce deeds of high quality in which the deeds are made in accordance with legal regulations or in other words do not conflict with legal regulations and contain the wishes of the parties concerned in the true meaning. The notary in making the deed must also explain to the parties the correctness of the contents and procedures of the deed he makes (3) It has a positive effect, meaning that anyone will admit that the Notary's deed has perfect proof strength (Prayitno, 2018).

Seas General Officials who have important duties of a Notary can adhere to the principles of good governance, namely (Philipus M. Hadjon, 2001: 3): The principle of equality; The principle of trust; The principle of legal certainty; The principle of accuracy and the principle of giving reasons. Referring to one of the principles of good governance, a Notary in carrying out his / her duties is obliged to be guided normatively by the rules of law relating to all actions to be taken which will then be stated in deeds. Acting based on applicable legal rules will provide assurance to the parties, that the deed made before or by a Notary is in accordance with the applicable legal rules, so that if a problem occurs, the Notary deed can be used as a guideline for the parties (Adjie, 2009).

The notary by law is given the authority to write down all the actions, agreements and stipulations desired by the parties in order to consolidate them into an Authentic Deed and so that the Deed he makes has complete proof strength and has validity, in this case the Deed intended is Sale and Purchase Binding Agreement Deed (PPJB) and Authorization to Sell. Notaries are also required to comply with all the provisions of the position of notaries and other regulations

related to Sale and Purchase Binding Agreement Deed (PPJB) and Authorization to Sell. Notary in this case is as an assessor whether the wishes of the parties are not contrary to the prevailing laws and regulations, the Notary in carrying out his / her office must also adhere to the Notary Position Law (hereinafter referred to as of the Law on Notary Position). This is done by the Notary as a form of obligation to convey the terms of authenticity, legality and reasons for the cancellation of a deed, as well as a preventive attitude towards legal defects in the Notary's Deed which can result in the loss of authenticity and the cancellation of the Notary Deed, which can cause harm to the public. especially interested parties. A Notary, who is a general official, has the power or authority to create an authentic certificate, thus the Notary responsibility as a public official includes the notary responsibility itself related to the publication of the certificate. The publishing of this certificate is the key to determine the notary authority in relation to the parties facing him to request / seek his services (Chasanah, 2019).

In case Number: 398 / Pdt.G / 2011 / PN.Dps, case Number 40 / Pdt / 2012 / PT.Dps, and case Number 1603 K / PDT / 2013, 2013 dated August 7, 2015, the legal relationship between the Plaintiff and the Defendant I is accounts payable as collateral for freehold title certificate No. 870 as collateral for debt. Notary JSW (Defendant II) ordered the Plaintiff to sign a Binding Agreement to Make Sale and Purchase Number 84 and the Power of Attorney Number 85, the Plaintiff did not understand it because he was told to sign, it turned out that the Plaintiff only recently realized that the Defendant trapped the Plaintiff where in Article 2 it was stated that the selling price of land and the building amounting to Rp. 837,000,000, - (eight hundred and thirty-seven million rupiah), of which the Plaintiff has fully received and paid this amount, but in fact there has been no such payment.

Based on the above cases, Defendant I and Defendant II had bad intentions because Plaintiff I intentionally did not directly involve Plaintiff I in the land sale and purchase process, but Defendant I and Defendant II had taken a method by making a binding agreement to conduct a sale and purchase. Number: 84 dated and Deed of Attorney Number: 85, because if the land sale and purchase was carried out in person according to the procedure, the Plaintiff would certainly not want to carry it out, because in fact Plaintiff I only borrowed and borrowed money from the Defendant with land collateral.

Power of Attorney Number: 85 which is in substance as an absolute power of attorney contradicts the Instruction of the Minister of Home Affairs Number 14 of 1982 (which is now listed in article 39 letter d of Government Regulation Number 24 of 1997 concerning Land Registration). Absolute power may be used but he cannot stand alone, meaning that there must be other supporting documents such

as absolute power must be accompanied by a Sale and Purchase Agreement (PPJB) made with a notary deed, so that the subject, object and nominal of the agreement the price is clear. In addition, absolute power does not mean the full power given by the power of attorney to the recipient of absolute power of attorney, including sale, but absolute power only includes the management of the transfer of rights, still the right to determine who is the buyer and at what price the object is subject to the authority of the authorizer.

The power of attorney to sell basically serves as an underhanded aid agreement or deed that functions and has the purpose of protecting the buyer's position and can also facilitate the work of the notary if at the time the seller is unable to attend the second time or is unable to sign the sale and purchase deed, the seller can grant power to sell to buyers, power to sell parties in an agreement regarding prices and goods / objects (land and / or buildings) as the object of the sale and purchase agreement (Sumardi, 2016). Absolute power of attorney which is part of the sale and purchase agreement cannot be canceled or ends before the promises agreed by the seller and the buyer are fulfilled. In addition, absolute power must be made provided that the power of attorney is an inseparable part of the PPJB. The granting of power (lastgeving) is a one-sided agreement, because the obligation to perform performance lies with only one party, namely the recipient of power (Setiawan, 2018).

Pray suggest that the above description can be stated that the granting of irrevocable power in the sale and purchase agreement is not included in the absolute power prohibited by the Instruction of the Minister of Home Affairs Number 14 of 1982 concerning the Prohibition of Using Absolute Power as Transfer of Rights to Land, so that it has legal status which is legal to do. Absolute power of attorney can be used as long as the nature of the Sale and Purchase Agreement (PPJB) requires an absolute power of attorney so the absolute power of attorney should not be canceled or withdrawn, because it is part of the PPJB. The irrevocable element does not make a power of attorney categorized as prohibited absolute power, its essential meaning is different from the power of attorney whose obligations on the part of the buyer have been fulfilled. Thus the Power to Sell made by a Notary Public is not a category of absolute power prohibited by Instruction of the Minister of Home Affairs Number 14 of 1982. Power to Sell aims to protect buyers who have fulfilled their obligation to pay in full the object of sale and purchase, and are the right of the buyer to control the object of sale and purchase. Notaries face concrete legal problems that do not conflict with the provisions of the applicable laws and regulations, according to Sudikno Mertokusumo's opinion.

According to Sudikno Mertokusumo, who was conveyed at the Central Java Land deed maker official (PPAT) Regional Conference (PPAT Association) on February 15, 2004, besides the judge who discovered the law was a notary. Notary is not a judge who has to examine and adjudicate cases, but notaries have the authority to make authentic deeds regarding all acts, agreements and applications that are ordered by general regulations or requested by the person concerned. Notaries face concrete legal problems filed by clients who ask for deeds to be drawn up. Concrete legal problems or events submitted by clients are concrete events that still have to be resolved or formulated into legal events which are the duties of a notary public, this is where the notary makes legal discoveries (Mertokusumo, 2006).

Based on the opinion expressed by Sudikno Mertokusumo, it can be seen that the legal findings made and applied by the Notary, in this case the use of the Sale and Purchase Agreement (PJB) agreement in assisting the implementation of the sale and purchase of land rights or as a preliminary agreement before making the Sale and Purchase Deed is not something, things that violate the existing provisions and legal norms, so that the Sale and Purchase Agreement (PJB) is legitimate to be applied and used, which is aimed at solving concrete legal problems.

Legal findings made by a notary, namely the sale and purchase agreement (PJB) where the discovery is to solve the complex requirements that must be met by the parties before making a sale and purchase in accordance with the laws and regulations governing land rights, where all of these requirements are not it can be fulfilled at once by the parties who are going to buy and sell land rights, which is not against the provisions of the prevailing laws and regulations.

Deed Defendant II who made / issued a Deed of Agreement to Conduct a Sale and Purchase Number 84 dated December 12, 1997, in which it was said to have been paid in full based on accounts payable was an act against the law so that it was legally flawed. The actions of Defendant IV who took the name of the Property Rights Certificate Number 870 located in Jimbaran Village, Kuta District, Bandung District, Bali Province with an area of 9540 M to the name of Susilawati (Defendant) were an act that was against the law.

Legal findings made by the Notary through the Sale and Purchase Agreement (PJB) are not in accordance with the laws and regulations governing land rights and are contrary to the provisions of the prevailing laws and regulations.

Based on the above case, the Notary does not pay attention to the principle of accuracy in making deeds. The notary in taking an action is not prepared and based on the applicable legal rules, the notary should examine all the evidence

shown to the notary and listen to the statements or statements of the parties, which must be done as a basic material to be stated in the deed, so as to minimize errors that can lead to disputes. like the case that the author studied.

2. Legal consequences for Notaries who do not carry out the role of a notary in Making Deeds according to the Notary's code of ethics.

Duty notary provides assistance on making authentic deeds. And thus, it is important for notaries to be able to understand the provisions regulated by law so that the general public who do not know or do not understand the rules of law, can understand correctly and do not do things that are against the law (Andasmita, 1993).

The position of a notary is based on the trust between the notary and the party who uses his services (Notodisoerjo, 1993). According to article 1 number 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, it is stated that what is called a Notary is a public official who has the authority to make authentic deeds and other powers as referred to in this Law or based on law. other. Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public authorizes Notaries to state all actions, agreements, and decisions that are desired by parties who deliberately come before the Notary to request their statements to be written in in an authentic deed so that it has perfect evidentiary power.

According to R. Soegondo Notodisoerjo, notaries are public officials of openbare ambtenaren, because they are closely related to the main authority or duties and obligations, namely making authentic deeds. (Notodisoerjono, 1993). Apart from notaries, public officials who are authorized to make authentic deeds are auction officials, Burgerlijke stand civil registration employees, bailiffs deurwaarder, judges, court clerks and so on. A notary is essentially an official where someone can get reliable advice. And everything that is written and determined is considered correct, so that it becomes a strong document maker in a legal event (Supomo, 1999).

Article 1 number (1) Law No. 2 of 2014 concerning the Position of a Notary provides the understanding that the main task of a notary is to make an authentic deed, as the strongest and most fulfilling evidence, what is stated in a notary deed must be accepted, not only because it is required by laws and regulations, but because it is also desired by the parties concerned to ensure the rights and obligations of the parties, for the sake of certainty, order and legal protection of the parties concerned themselves.

The authority of a notary is generally outlined in Chapter III Article 15 of Law No. 2 of 2014 concerning the Position of Notary in paragraph (1) reads:

"The notary is authorized to make authentic deeds regarding all actions, agreements and provisions required by the laws and regulations and or requested by those with an interest to be stated in the authentic deed, guarantees the certainty of the date of making the deed, provides goose, copies and excerpts of the deed, all during the act the deed is also not assigned or excluded to other officials or other people or other people determined by law."

Notary Public In addition to being authorized to make authentic deeds both by and before him, which is his main task according to the regulations applicable to his position, the notary also plays a role (Victor M, Situmorang, 1993: 13): (a). Acting as a legal advisor, especially concerning civil law issues in a broad sense (privaat), (b). Registering (waarmerking) on deeds or under-handed conditions and documents (strukken), (c). Legalizing signatures, (d). Making and ratifying (waarmerking) copies or derivatives of various documents (copy collationee), (e). Seek to be endorsed by bodies such as Limited Liability Companies and foundations in order to obtain approval as a legal entity from the Minister of Justice and Human Rights, (f). Make a statement of inheritance rights, (g). Other jobs related to juridical fields and tax counseling, such as the rules for stamp duty, fees for acquisition of land and building rights (BPHTB), income tax (PPH) and land and building tax (PBB)

Article 1868 of the Civil Code (KUH Perdata) is a source for the authenticity of notary deeds and is also the basis for the legality of the notary deed's existence, with the following conditions: a) The deed must be drawn up by or in the presence of a public official. b) The deed must be made in the form prescribed by law. c) Public officials by or before whom the deed is drawn up must have the authority to make the deed.

Deeds are deliberately made to be used as evidence about a legal event and signed, this is in accordance with Article 1867 of the Civil Code which states that the deed is made as evidence, serves to ensure a legal event with the aim of avoiding disputes, so the deed must be drawn up in such a way that what is it is desirable to prove it can be known easily from the deed drawn up. It is not enough for a notary to only have legal expertise but also must be based on responsibility and appreciation of dignity and ethics. The role and authority of a Notary is very important for legal traffic in society, therefore Notaries must be able to carry out their profession in a professional, highly dedicated manner and always uphold their dignity by upholding the Notary's code of ethics.

In carrying out his position, a notary must comply with all moral principles that have lived and developed in society. Apart from the existence of responsibility

and professional ethics, integrity and good morals are important requirements that must be possessed by a notary public. It is said that because responsibility and professional ethics have a close relationship with integrity and morals. "Professional ethics are norms, terms and conditions that must be met by a group of people who are referred to as professionals" (Bertens, 1997).

The Notary Code of Ethics is a rule or rule of law established by the Indonesian Notary Association as the only organization where the Notary Association is based, the determination of the Code of Ethics is based on the results of the association congress and / or which is regulated in the laws and regulations concerning this matter and applies to all members of the association, these rules must be obeyed and serve as guidelines in carrying out their duties as a Notary Public Notary Code of Ethics Result of the Extraordinary Congress of the Indonesian Notary Association in Banten, 29-30 May 2015 explains that the Notary Code of Ethics and hereinafter referred to as the Code of Ethics is a moral principle determined by the Association of the Indonesian Notary Association which hereinafter will be referred to as "association" based on the congress decision of the association and / or determined by and regulated in the laws and regulations. an invitation that regulates such provisions and which applies to and must be obeyed by each and all members of the association and all people who carry out their duties as a Notary, including temporary officials of Notaries, substitute notaries when performing their positions. This includes temporary officials notaries, substitute notaries when performing their positions. This includes temporary officials notaries, substitute notaries when performing their positions.

Professional organizations are organizations whose members are practitioners who set themselves up as professions and joined together to carry out social functions or provide services against the interests or needs of society or clients that are not they can carry out in their capacity as individuals, so it requires his expertise (Hairus, 2018). The notary code of ethics is compiled and designed by Indonesian Notary Association in 2005 and updated in 2015. In the code of conduct, there are provisions on the responsibilities of the notary profession, including the obligations, prohibitions and exceptions of the notary profession. Briefly, here are the obligations of a notary as stipulated in Article 3, Notary Code of Ethics: Have good morals, morals, and personality; Respect and uphold the dignity of the notary office; Maintain and defend the honor of the association; Be honest, independent, impartial, trustworthy, and full of responsibility based on statutory regulations and the contents of the oath of office of a notary; Prioritizing service to the interests of society and the state; Providing deed making services for poor people without

collecting an honorarium; and To determine that one office is the domicile and the office is the only office for the notary concerned in carrying out his daily duties.

Article 16 paragraph (1) point a Law No. 2 of 2014 concerning the Position of Notary Public reads as follows: In carrying out his position, a notary is obliged to: a. Act trustworthy, honest, thorough, independent, impartial, and safeguard the interests of the parties involved in legal actions. Article 16 paragraph (1) point e Law No. 2 of 2014 concerning the Position of Notary Public" provide services in accordance with the provisions of this Law, unless there is a reason to refuse it". Furthermore, article 16 paragraph (1) point m Law No. 2 of 2014 concerning the Position of Notary Public "Read out the Deed in front of the audience in the presence of at least 2 (two) witnesses, or 4 (four) special witnesses for the making of the will under hand, and signed on the spot by the witnesses, witnesses and notaries."

Article 16 paragraph (11) Law No. 2 of 2014 concerning the Position of Notary Public Notaries who violate the provisions referred to in paragraph (1) letter a to letter l may be subject to sanctions in the form of: written warning; temporary suspension; honorific dismissal; or dishonorable dismissal.

In case Number 1603 K / PDT / 2013, 2013 dated 7 August 2015, Deed Notary JSW (Defendant II) create / publish Binding Agreement to Conduct a Sale and Purchase Number 84 and the Power of Attorney Number 85, and the actions of Defendant III (Notary) who made / issued a Sale and Purchase Deed, Number 202 based on Absolute Proxy based on accounts pay able has clearly violated Article 16 paragraph (11) Law No. 2 of 2014 concerning the Position of Notary Public as well as the provisions in the civil law book (burgerlijk wetboek), and resulting in deeds made by Notary JSW (Defendant II) and Notary Public Andy S (Defendant IV) null and void. Thus the actions of Notary JSW (Defendant II) and Notary Andy S (Defendant IV) make / issue a Sale and Purchase Deed, Number 202 based on Absolute Power of Attorney based on accounts payable, it is not only against the law, but also undermines the dignity of the notary office and violates article 3 point (2) of the notary code of ethics prepared and drafted by Indonesian Notary Association in 2005 and updated in 2015.

The form of negligence in the notary public making Deed of Sale and Purchase Binding Agreement (PPJB) and Proxy to Sell and Notary Andy S (Defendant IV) make / issue a Sale and Purchase Deed, Number 202 based on Absolute Power of Attorney based on accounts payable case Number 1603 K / PDT / 2013, 2013 dated 7 August 2015. Notary JSW (Defendant II) and Notary Andy S (Defendant IV) violating the provisions of Article 16 paragraph (1) UUJN because of Notary Notary JSW and Notary Andy S not careful in examining the authority of

the parties acting as the subject and the inner tappers Sale and Purchase Binding Agreement Deed (PPJB) and Authorization to Sell these, Notary JSW and Notary Andy S who violate Article 15 paragraph (2) letter e UUJN-P the obligation to deliver legal education related to important matters that need to be considered in the making Sale and Purchase Binding Agreement Deed (PPJB), Authorization to Sell and Sale and Purchase Deed, Number 202 based on Absolute Authority. Notary alignments Notary JSW (Defendant II) on the tappers in the making Sale and Purchase Binding Agreement Deed (PPJB), Authorization to Sell namely the Defendant, disadvantaged the Plaintiff by violating Article 16 paragraph (1) letter a of the Law on Notary Position.

Based on the description above, it can be seen that violations of the code of ethics for notary office often occur in a notary's condition by violating the rules or his authority, including being tempted by money, he then violates the code of ethics that has been attached to him since he was sworn in. In this case, those who have the right to provide supervision related to violations of the code of ethics are at the first level carried out by the regional administrators of the Indonesian Notary Association and the Regional Honorary Council then at the appeal level carried out by the regional administrators of the Indonesian Notary Association and the Regional Honorary Council, the last at the final level is carried out by the central board of the Indonesian Notary Association and the Central Honorary Council.

Sanctions that can be imposed if a notary is proven to have violated ethics can be in the form of verbal warning, written warning, temporary dismissal, honorific dismissal or dishonorable discharge. from association membership, onzetting (dismissal) from association membership and disrespectful dismissal from association membership, there are still weakness, because it does not affect the status of the Notary in carrying out his / her duties, so that the Notary don't play a role can continue to practice, because the notary's practice license is not revoked.

Conclusion

The role of the Notary in Preparing the Sale and Purchase Binding Agreement Deed (PPJB) and the Power to Sell according to the Notary Position Law, which is to fulfill the procedure for making an Authentic Deed, before asking the seller to complete the power, including power to sell, absolute power, power to guarantee, and read and signed immediately before the parties, witnesses and notaries. After the sale and purchase agreement is made, the payment of the sale and purchase is still not paid off by the buyer, then the power of attorney drawn up by the Notary and the title of title to the land is first detained at the Notary's Office and is

postponed until the parties have completed their respective obligations, whereas if it is fully paid and the obligations of the parties have all been fulfilled, then the notary gives directly the deed of power to the buyer for further interest in carrying out other legal actions related to the land he has purchased. The sale and purchase agreement deed accompanied by the power of attorney, if it is raised to do the Land deed maker official (PPAT) sale and purchase deed, the signing is sufficient to be signed by the buyer, and there is no need for the seller.

Legal consequences for notaries who do not play the role of a notary in making deeds according to the Notary code of ethics at JSW Notary create / publish Binding Agreement to Conduct Sale and Purchase and Deed of Attorney and Notary Andy S who made / issued an Absolute Power Purchase Deed based on accounts payable based on the Notary Code of Ethics Result of the Extraordinary Congress of the Indonesian Notary Association in Banten, 29-30 May 2015 The Honorary Council can impose sanctions on violators, the sanctions imposed on members of the Indonesian Notary Association who violate the code of ethics can be in the form of: Warning, Warning, Schorzing (dismissal) from membership of the Association, Onzetting (dismissal) from membership of the Association and Dismissal with disrespect from Association membership.

Suggestions

Notary is expected in carrying out his position as a general official who is authorized in creation of Sale and Purchase Binding Agreement Deed (PPJB) and Power to Sell enforce the provisions Law Number 2 of 2014 concerning Regulation of Notary Position as a guideline in carrying out the Notary profession, namely asking the seller to complete, namely the power to sell and read and signed immediately in front of the parties, witnesses and notaries, so that the sale and purchase agreement on the basis of accounts payable does not occur again.

Legal consequences for Notaries who do not carry out the role of a notary in Making Deeds according to the Notary code of ethics include: Warning, Warning, Schorzing (dismissal) from Association membership, Onzetting (dismissal) from Association membership and Disrespectful dismissal from Association membership, there are still weakness, because it does not affect the status of the Notary in carrying out his / her duties, so that the Notary don't play a role can continue to practice, because the notary's practice license is not revoked. Should for Notaries who do not play the role of a notary in Making Deeds the license to practice will be considered, even if the violation is too serious to revoke the license to practice.

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