
Authentica

Vol. 7 Issue 1, August

E-ISSN 2655-4771 P-ISSN 2655-4763

DOI: [10.20884/1.atc.2024.7.1.446](https://doi.org/10.20884/1.atc.2024.7.1.446)

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LEGAL CONSEQUENCES OF COOPERATION BETWEEN NOTARY PARTNERS AND BANKS ON THE VALIDITY OF THE DEEDS MADE

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Abstract

Notaries, in their efforts to get clients to offer cooperation, become partners with banks in the execution of authentic instruments. The problem arises in relation to the cooperation between notary partners and banks, which is contrary to the Notary Code of Ethics, since it is stated that notaries may not cooperate with offices/services/legal entities which, in principle, act as intermediaries in order to find and/or obtain clients. The formulation of this research problem is: (1) What are the legal consequences of the partnership agreement between a notary and a bank? (2) What is the validity of the notarial deed made as a result of the partnership with the bank? By using normative legal research methods, using a legislative approach and a conceptual approach, as well as the research specifications used, namely perspective analysis, namely describing and analyzing facts through laws and regulations. It can be concluded that the cooperation between the notary and the bank is contrary to the Code of Ethics and the UUJN, but does not affect the validity of the deed that will be made by the notary, because basically the agreement of the parties is the one that gives birth to an agreement and the notary is only the registrar of the deed, not intervening that affects the content of the deed..

Keywords: Partnership, Notary; Bank.

Introduction

Distributing funds to the community is one of the banking activities. Fund distribution is the activity of selling funds previously collected from the community. The activity of distributing funds by banks is carried out by giving debt which is currently understood by the general public as credit. (Kasmir, 2012). When money is channeled through credit, banks will generally build security fences. This is to avoid the risk of loss, because under the circumstances and with the best analysis, the risk of bad credit is inevitable. (Kasmir, 2012). When money is channeled through credit, banks will generally build security fences. This is to avoid the risk of loss, because under the circumstances and with the best analysis, the risk of bad credit is inevitable. (Kasmir, 2012) In the Banking Law, the term guarantee is the same as collateral. Based on the provisions of the Banking Law in article 1 paragraph (23), collateral is an additional guarantee given to the debtor in order to obtain credit.

The Banking Law does not require the form of a credit agreement, because whether it is made both written or oral, the provision of credit can still be carried out. However, in practice to protect credit and financing, credit agreements will generally be made in writing and contain standard agreements, which can be made by hand or notary. (Usman, 2001) When the customer's credit application is approved by the bank and the customer

agrees to provide a guarantee to the bank, the next step is the process of signing a credit agreement and imposing a burden on the object of the guarantee. Credit agreements made by notaries are generally made by authorized officials in this case are notaries, as mentioned in Article 1 paragraph (1) of Law Number 2 of 2014 concerning the Notary Position that notaries are public officials who have the authority to make authentic deeds. The notary in making an authentic deed must follow the form and procedures that have been stipulated by law and the making of an authentic deed must be done in front of a notary.

In the implementation of his position, a Notary must have high professional abilities by paying attention to legal norms based on moral integrity, nobility, dignity and professional ethics so that trust in the position of Notary is maintained. Notaries in the implementation of their positions are controlled by the Notary Code of Ethics. Notaries have a role in making authentic written evidence, namely deeds. So valuable are the deed products produced by notaries in providing legal certainty for the parties, making the notary position a position of trust that is obliged to protect the interests of its customers and the government who puts full trust in it (Kie, 2000). A notary is indispensable because the law gives the notary the authority to make perfect evidence, which means that what is stated on the authentic deed made by the notary is correct (Adjie, 2004).

In the implementation of bank credit, the draft agreement is made by a notary, but all terms and conditions are made by the bank. The initial process of making a credit agreement is that the bank appoints a notary as a further step of the credit approval letter. Notaries in their efforts to get clients to offer cooperation to become bank partners in making authentic deeds. In general, the cooperation agreed in the cooperation agreement between the notary and the bank is the making of deeds related to credit binding and other supporting deeds such as the binding of credit guarantees whose purpose is to secure the interests of the bank.

The opinion of previous research conducted by Hutagalung, that the relationship between the notary and his client is not a relationship that can be conditioned like a contractual relationship, where if the notary does not meet his achievements, the client can file a lawsuit. (Hutagalung et al., 2021) Then Gatut Hendro Tri Widodo also argued that the partnership agreement between the Bank and the Notary affects the independence of the Notary in making authentic deeds because in the partnership agreement the Notary is required to follow all the will of the Bank to make authentic deeds. (Widodo, 2022) Furthermore, Amah argued that based on the principle of justice, the cooperation agreement between notaries and banks is not in accordance with dignified justice. (Amah, 2023) Therefore, the Notary must interpret the existence of every human being (client) in the realm of dignity to be able to help the Notary so that he does not side with the bank.

In writing this article, there is a loophole that the author finds that since serving as a notary, notaries should not be allowed to cooperate with any party, be it banks or other parties, because the cooperation between notary partners and banks is contrary to Article 4 number 4 of the Notary Code of Ethics which explains that notaries should not cooperate with bureaus/services/legal entities that in principle act as intermediaries to

find and/or get clients. In addition, cooperation with banks is contrary to the independence of the notary itself in making deeds and irregularities in the Notary Code of Ethics Article 4 number 5 which explains that notaries in carrying out their positions are not allowed to sign deeds whose process and preparation have been prepared by other parties.

Research Problems

The problems in this study are:

1. What are the legal consequences of the partnership agreement between a notary and a bank?
2. What is the validity of the notary deed made as a result of partnering with the bank?

Research Method

This study uses the same normative juridical method as literature law research where this study focuses on secondary data (Soekanto & Mamudji, 1985). Using a legislative approach and a conceptual approach. The research specification used is perspective analysis, which is describing and analyzing facts through laws and regulations.

Discussion

1. Legal consequences of partnership cooperation agreements between notaries and banks

Everyone needs legal certainty and written evidence called authentic evidence for their actions. Therefore, agreements or bonds made by banks juridically require the help of a notary in their capacity as a public official who has the authority to make authentic deeds. The authentic agreement or binding made by the bank with its customers, requires the help of a notary. This happens because the notary is authorized to make a form of authentic deed that is able to provide legal protection to the parties to the agreement. (Asuan & Yanuarsi, 2022)

Formal relationships (business relationships and between government agencies, other community institutions) because they contain legal consequences, require a type of protection, which is used to safeguard the interests of the parties involved in a relationship (Asih & Wijanarko, 2021). Basically, the reason why the Notary wants or is willing to become a partner of the Bank in providing his services is because he is driven by the need to get a job or a client, so that in the end the Notary is willing to accept and submit to the content of the agreement set by the Bank. Even though the notary must be independent. This independence questions the independence of the General Officials from the intervention or influence of other parties or given tasks by other agencies. Therefore, in this concept of independence, it must be balanced with the concept of accountability. With the understanding of independence and accountability as mentioned above, it is hoped that Notaries can know where and how the duties and responsibilities of Notaries as public officials in carrying out their duties/positions. The Notary service cooperation agreement with the Bank makes the Notary not independent and on the side of the Bank. The Bank is used as an intermediary for Notaries to get clients, Notary services that are exclusive

to the Bank, the determination of honorarium for Notary services determined by the Bank, the reading of credit binding deeds only in front of the debtor and not in front of the parties and the making of notary deeds based on the request of the Bank.

In its implementation, the cooperation agreement is contrary to the UUJN, namely in Article 16 paragraph (1) letter a, the Notary is obliged to act trustfully, honestly, thoroughly, independently, impartially, and maintain the interests of related parties in legal acts; as well as the regulations in the Notary Code of Ethics, Article 3 number 4 states that Notaries are obliged to behave honestly, independently, impartially, trustedly, thoroughly, full of responsibility based on laws and regulations and the content of the oath of office of Notary. Thus, the obligation imposed on the Notary who will make deeds at the bank violates the provisions of the Notary Office Law and the Notary Code of Ethics.

In addition to the UUJN, notaries must also obey the Notary Code of Ethics made by the Indonesia Notary Association. In this case, the cooperation agreement between the notary and the bank violates several articles in the Notary Code of Ethics, namely:

- 1) Article 4 number 3 of the Notary Code of Ethics states that "Notaries and other persons during the exercise of office are prohibited from promoting themselves or publishing themselves by including their names and positions, using print and/or electronic media in the form of advertisements; Congratulations; condolences; thank you; marketing activities; sponsorship activities in the social, religious, and sports fields. In the process of collaborating with the bank, a notary certainly promotes himself by attaching personal data that must be attached in order to cooperate with the bank. Then a notary who offers himself to be able to cooperate with the bank has certainly carried out marketing activities, namely marketing deed making services to the bank. The position of a Notary is clearly as a public official and not as a businessman. Therefore, this prohibition is a reasonable consequence, so that the Notary who conducts publications and/or promotions cannot be justified. (Ngadino, 2019)
- 2) Article 4 number 4 of the Notary Code of Ethics states that "Notaries shall not cooperate with service bureaus/persons/legal entities that act as intermediaries or liaisons for Notaries in obtaining clients". In the event that a Notary signs a cooperation agreement with a Bank which is a legal entity, the Notary will obtain a client through the Bank's intermediary, it is possible that the Notary will also automatically get a client for the transfer of land rights such as the process of buying and selling home ownership loans (KPR), and other types of agreements between the bank and the customer. (Prihatiningtyas & Armansyah, 2021) Notaries who want to become bank partners or partners first make a cooperation application addressed to the relevant bank. Furthermore, if the bank approves the application, the Notary

and the bank will make a cooperation agreement to bind the Notary to become a permanent partner of the bank (Utami, 2019).

- 3) Article 4 number 5 of the Notary Code of Ethics states that "Notaries are prohibited from signing deeds whose manufacturing process has been prepared by other parties." As a result of entering into a cooperation agreement between a notary and a bank, in general, in the implementation of bank credit, the draft agreement is made by a notary, but all terms and conditions are made by the bank. The initial process of making a credit agreement is that the bank appoints a notary as a further step of the credit approval letter. Appointment by a bank is certainly contrary to the principle of independence that must exist in a notary.
- 4) Article 4 number 9 of the Notary Code of Ethics states that "Notaries and other persons who hold the position of Notary are prohibited from doing business that causes unfair competition among fellow Notary colleagues". In this case, if the notary cooperates with the bank, there will be a monopoly on providing work from the bank to the notary who has entered into a cooperation agreement and reduce the opportunity for other notaries who do not enter into a cooperation agreement with the bank to get clients. The consequences of unfair competition have an impact on decreasing the dignity and dignity of notaries themselves in the eyes of the public.(Diani & Agus, 2019)

The implementation of the Notary service cooperation agreement with the Bank violates the provisions of Article 16 paragraph 1 letter a of the UUJN and Article 3 number (4) of the Notary Code of Ethics, namely the attitude of non-independence and partiality of the Notary to the Bank so as to cause the authentic deed made by the Notary to become an underhanded deed or null and void. The legal consequences of such a Notary deed can be used as a reason for the party who suffers losses to demand reimbursement of costs, damages and interest from the Notary.

In fact, in the community there are still Notaries who collaborate with Banks and sign Associate Agreements even though they have been prohibited in the Notary Position Law and the Notary Code of Ethics. This is based on Article 16 paragraph (1) letter a of the Notary Position Law, namely the Notary must be able to consider the wishes of the parties so that the interests of the parties are maintained proportionately which is then stated in the form of a Notary deed. In addition, the Notary is obliged to provide services in accordance with the provisions of Article 16 paragraph (1) letter d of the Notary Position Law unless there is a reason to refuse it. The implementation of a Notary service cooperation agreement with a Bank that violates the provisions of Article 16 paragraph 1 letter a of the Notary Office Law and Article 3 number (4) of the Notary Code of Ethics may cause an authentic deed made by a Notary to become a deed under the hand or null and void.

Administrative sanctions are sanctions or penalties imposed on a person or legal entity that has committed an administrative violation. Administrative violations are violations related to administration. Administration is a business or activity related to the implementation of an office or administration. Administrative sanctions can be imposed on everyone, civil servants and notaries. (Salim, 2018) The Notary Position Law has determined Administrative Sanctions for violations of the UUJN, namely Article 16 paragraph (11) of the UUJN: Notaries who violate the provisions as referred to in paragraph (1) letters a to l may be subject to sanctions in the form of: Written warning; Temporary suspension; Honorable dismissal, or Dishonorable dismissal.

The existence of notaries is inseparable from the public's need for the importance of strong evidence in every legal event. Therefore, notaries must carry out their duties and positions to the community well. This can only be done if the notary behaves and is guided in accordance with what is contained in the Notary Office Law and the Notary Code of Ethics. Both provisions are equipped with strict sanctions for violators..

If a Notary commits a violation in carrying out his duties and position, the Notary is threatened with sanctions as stated in Article 84 and Article 85 of the Notary Position Law. Sanctions against Notaries are categorized into 2 (two), namely civil sanctions in the form of reimbursement of costs, compensation, and interest are the consequences that the Notary will receive on the demands of the witnesses if the deed in question only has the power of proof as a deed under hand or the deed becomes null and void, as stipulated in Article 84 of the UUJN. In addition to civil sanctions, administrative sanctions are also determined, namely in the form of verbal reprimands, written reprimands, temporary dismissals, respectful dismissals, and disrespectful dismissals, as stipulated in Article 85 of the Notary Position Law.

The conditions that must be met by a Notary in carrying out his office are: A Notary in carrying out his office, must not make a written contract or in the form of a power of attorney given for the purpose of doing a job; A notary must not violate the rights of his clients; Notaries do not have a boss as the party who rules to do something; The notary is obliged to make a deed at the request of the parties (not voluntary).(Adjie, 2009) Notaries in carrying out their duties in office, must: Be autonomous; impartial; Independent in carrying out his duties, which means that in carrying out his duties he cannot be interfered with by the party who appoints him or by other parties.(Subekti, 1995) In the case of cooperation between the notary and the bank, the notary will violate the provision of not having a superior, because in fact, the notary is subject to the will of the bank.

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notary behaves and is guided in accordance with what is contained in the Notary Office Law and the Notary Code of Ethics. Both provisions are equipped with strict sanctions for violators. (Prodjodikoro, 2000) The Notary's cooperation agreement with the Bank has violated the provisions of article 16 paragraph 1 (a) of the UUJN and has violated the Notary's code of ethics, because with the partnership agreement, the Notary has bound itself to the bank and has a contractual relationship.

The cooperation agreement between the Bank and the Notary is close to an agreement to perform certain services. Because it fulfills the elements of a work agreement, namely doing certain work, under orders, with wages and within a certain time. So that in substance the implementation of this cooperation agreement is not allowed and has violated the law on the Notary Position and the Notary Code of Ethics.

2. Validity of Notary Deed made as a result of Cooperation with the Bank

A deed is a letter that is signed, made to be used as evidence, and to be used by a person, for the purpose for which the letter is made. (Samudra, 1992) An authentic deed is a deed that in the form prescribed by law, made by or in the presence of a public official in power for it is placed where the deed is made An authentic deed is a deed that is in the form prescribed by law, made by or before a public official who has power for it is placed where the deed is made An authentic deed is a deed that is in the form prescribed by law, made by or in the presence of a public official who has the power to place where the deed is made An authentic deed is a deed that is in the form prescribed by law, made by or in the presence of a public official who has the power to place where the deed is made An authentic deed is a deed that is in the form prescribed by law, made by or in the presence of a public official who has the power to place where the deed is made. (Subekti & Tjitrosudibio, 2004) In this case, a notary is an official who is authorized to make an authentic deed and in making an authentic deed, the notary is guided by the applicable law.

Notaries occupy a very important position in the distribution of credit by banks. The role of the Notary here is to help create certainty and legal protection for the community, because the Notary as a public official is authorized to make authentic deeds, as long as the making of authentic deeds is not specifically for other public officials. The certainty and legal protection are seen through the authentic deed that he made as perfect evidence in the Court. Perfect evidence because an authentic deed has three powers of proof, namely the power of external proof, the power of formal proof and the power of material proof. (G. Tobing, 1999)

Notaries as a noble profession play an important role in social life, especially modern society which requires the documentation of a legal event or certain legal act carried out by a legal subject both in the sense of a legal subject in the form of a person and a legal subject in the sense of a legal entity. (Diani &

Agus, 2019) In the preparation of authentic deeds carried out by Notaries as public officials, there are 3 (three) groups of legal subjects, namely the witnesses or interested parties, witnesses and Notaries. In this case, the Notary is not a party to the making of the deed. A notary is only an official who because of his authority to make an authentic deed according to the wishes of the parties/witnesses. (Rahmat Muliadi, 2016) A Notary Deed is an agreement between the parties that binds them to make it, therefore the conditions for the validity of an agreement must be met. Article 1320 of the Civil Code which regulates the conditions for the validity of an agreement, there are subjective conditions, namely conditions related to the subject who enters into or makes an agreement, which consists of an agreement and is capable of acting to perform a legal act, and objective conditions, namely conditions related to the agreement itself or related to the object used as a legal act by the parties, which consists of a certain thing and a cause that is not prohibited (Prananda & Anand, 2018). The deed made by the notary is still authentic even though it cooperates with the bank, because basically the notary is only the maker of the deed, does not intervene in the interests of the parties

In principle, a notary is passive in serving the parties facing him. The notary is only in charge of recording or writing in what deeds are explained by the parties, and has no right to change, reduce or add to what the witnesses explain. (Subekti, 1987) If in the credit agreement deed whose provisions have been made by the bank there are things that are detrimental to the customer, then the customer can cancel the agreement, because the authentic deed made by the notary is basically an agreement of the interested parties.

The statements of the parties or the results of questions and answers with the parties and the evidence presented to the notary, which is then poured into the form of a notary deed, are the basic materials for building the structure of the notary deed. Some things that can be used as a basis for building a notary's structure are: the background to be agreed, the identification of the parties/legal subjects, the identification of the object to be agreed, making the framework of the deed and formulating the substance of the deed which contains the position of the parties, the limitations that can and cannot be done according to the rules of law, the things that are limited in its implementation, the choice of law and the choice of court, dispute resolution clause and its relation to other deeds (if any) (Adjie, 2011).

Furthermore, the invalidity or nullity of a deed in its position as an authentic deed includes five parts, namely: annulled; null and void; having the force of an instrument in writing; annulled by the parties themselves; and annulled by a court decision that has permanent legal effect due to the application of the principle of valid presumption (Adjie, 2011). The deed made by a notary who conducts partner cooperation with the bank does not affect the validity of the deed as long as these five things make the invalidity of a deed not occur.

The Authentic Deed essentially contains the formal truth in accordance with what the parties have communicated to the Notary. However, the Notary has the obligation to ensure that what is contained in the Notary Deed has been understood and is in accordance with the will of the parties, as well as to provide information, both to the relevant legislation for the parties signing the deed. Some of the elements of an authentic deed are: The deed is made and formalized in a form according to the law; The deed is made by or in the presence of a legal officer; The deed is made by the official who is authorized to make it in the place where the deed is made, so the deed must be made in the place of the authorized official. (Notodisoerjo, 1993)

When drawing up an agreement, the notary must be guided by the provisions of the applicable laws. However, although the drawing up of an authentic deed is the responsibility of the notary, when the bank uses the services of a notary to draw up a credit agreement, the bank will generally ask the notary to be guided by the bank's standard clauses (Subekti, 1986). Standard clauses are allowed as long as they do not violate the provisions of Law No. 8 of 1999 on Consumer Protection and Financial Services Authority, so the Notary can draw up a deed containing a standard clause that comes from the bank, as long as the parties, namely the bank and the customer, agree on the agreement to be made, the Notary can pour the agreement into an authentic deed. The cooperation of the notary and the bank does not affect the validity of the deed, as long as neither party feels aggrieved by the agreement reached, which is recorded in the authentic deed, and as long as the evidentiary value is still considered to be perfect.

Legally, formally, there are 2 (two) forms of credit agreements used by banks in granting credit to debtors, namely Credit agreements/deeds under the hands or deeds under the hands are agreements to provide credit by banks to their customers, made only between the bank and the debtor without a notary. Usually, when signing a credit agreement deed, the witness does not participate in affixing his signature because the witness is one of the tools of proof in civil cases in court; then a credit agreement/binding made by and before a notary (notarial deed) or an authentic deed. What is meant by a notarial (authentic) bank credit agreement deed is an agreement to grant credit by a bank to its customers, which is made only by or before a notary (Untung, 2012).

The value of the evidentiary power attached to the authentic document, if it meets the formal and material requirements, then the document immediately satisfies the minimum limit of evidence without the help of other evidence. Immediately valid as evidence of an authentic deed, the deed is immediately attached to the value of the power of proof, which is perfect and bindin (Harahap, 2008), the cooperation agreement between the Notary and the Bank has no effect on the deed made by the Notary as long as the deed made has fulfilled the formal and material requirements.

The position of a notarial deed that has the power of proof as a deed under the hand or a notarial deed becomes null and void, namely that the notarial deed does not meet the subjective and objective requirements, but in this case because: The UUJN has determined the provisions of the conditions for a notary deed that has the power of proof as a deed under the hand or the notary deed becomes null and void by the law of the deed, that is, because it does not meet external requirements; Notaries have not been careful, inaccurate and inappropriate in applying legal rules related to the implementation of the duties of the notary position based on the UUJN and also in applying legal rules related to the content of the deed (Adjie, 2004). Authority in the case of making an authentic deed in relation to all legal acts, agreements or stipulations required by laws and regulations or things agreed by the parties to be stated in an authentic deed to ensure the certainty of the date of making a deed (Jaya et al., 2017).

Every credit that has been approved and agreed upon between the creditor and the debtor must be stated in a credit agreement in writing. In banking practice, the form and format of the credit agreement is left entirely to the bank concerned. However, there are things that must still be guided, namely that the agreement must not be vague or unclear, and the agreement must at least pay attention to the validity and legal requirements, as well as must clearly contain the amount of credit, the time period, the procedure for repaying credit, and other requirements that are prevalent in credit agreements. The matters of concern are necessary to prevent the invalidity of the agreement made so that, at the time of the legal act, the agreement does not violate any provision of laws and regulations. As such, bank officials must be able to ensure that all legal aspects related to credit agreements have been resolved and have provided adequate protection for banks (Kamelia & Mashdurohatun, 2017).

The strength of a notary deed as evidence lies in the peculiarity of the character of its maker, namely a notary appointed by law as a public official authorized to make a deed. (Sjaifurrachman, 2011) Therefore, banks need a notary in making a credit agreement so that the deed has perfect evidentiary strength. As long as the Notary in making an authentic deed based on the applicable laws and the deed made has an agreement between the parties to the agreement, the deed made is an authentic deed and has perfect evidentiary power.

An agreement in principle still refers to the norms specified in Article 1320 of the Civil Code which consists of agreements, skills, certain things and halal causes. With the fulfillment of these four conditions, an agreement becomes valid and legally binding for the parties who make it. (Suharnoko, 2014) In making a credit agreement deed, the agreement is only carried out by the creditor, namely the bank, and the debtor, namely the customer. The notary is only a deed registrar, does not interfere in the making of agreements between the parties. Banks are not allowed to force the customer to make a deed to its fellow Notary, so even though it is considered an intermediary, the client or customer here has the freedom to choose where he wants to make the deed. The Client may refuse

to sign the deed if the content or substance of the deed is not in accordance with the values of justice and/or contains articles that are detrimental to the interests of the client (Hutagalung et al., 2021).

Notaries until now still have a functionary position and are highly respected in the eyes of the public. It is considered so because notaries as credible officials can provide legal advice to the public. And because it is an official who makes a strong document in the eyes of the law, anything made and determined by the Notary is considered correct (Mulyadi, 2011).

The essence in making a Notary deed, namely that there must be a desire or will and request from the parties. If the wishes and requests of the parties do not exist, then the Notary will not make the deed (Poa, 2020). In the cooperation agreement between the notary and the bank, the notary does not intervene that affects the content of the deed that has been agreed upon by the parties to the agreement, because in the credit agreement between the bank and the client, the notary is only a registrar, so the notary only makes the deed based on the agreement of the parties, so the validity of the deed made is authentic and has perfect evidentiary power.

Conclusion

The partnership cooperation agreement between the Notary and the bank is not allowed by the Notary Code of Ethics and the submission of a cooperation offer by the Notary to the bank results in the Notary not implementing the principle of independence stated in the UUJN. The legal consequences of Notaries who violate the UUJN are sanctioned in accordance with Article 16 paragraph (1) of the UUJN which states that Notaries who violate the provisions as referred to in paragraph (1) letters a to l can be subject to sanctions in the form of: Written warning; Temporary suspension; Honorable dismissal, or Dishonorable dismissal.

The notary's cooperation agreement with the bank does not reduce the power of proof of the deed because basically the notary is only a registrar. The notary only makes the deed based on the agreement of the parties, so that the validity of the deed is authentic and has perfect evidentiary power.

Suggestions

Notaries should not cooperate with banks because it will injure the principle of Notary independence, and in carrying out their duties and positions, they are always guided by the UUJN, the Notary Code of Ethics, and applicable laws and regulations in order to avoid legal problems that can reduce the dignity and dignity of the notary profession.

In making an authentic deed, the notary must be neutral, that is, only as a recorder of the agreement that will be stated in a deed and the Notary must not intervene that affects the change of the deed, so that the evidentiary power of the deed can still be said to be perfect.

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