

Responsibilities of Notaries in the Deed of Sale and Purchase Agreement for Land and Buildings Made in Front of a Notary

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ABSTRACT

Notaries as public officials are authorized to make authentic deeds and are obliged to carry out their duties according to the principle of prudence, stipulated in Article 16 paragraph (1) letter a jo. Article 39 paragraph (2) of the Law on the Notary Position (UUJN). In this study, it was found that Notaries do not fully apply this principle, so that the deed made has the potential to cause losses for the parties. The formulation of the problem includes: the legal responsibility of the Notary in the agreement of sale and purchase of land and buildings; legal protection for good-faith buyers; as well as the analysis of the legal considerations of the panel of judges in Decision Number 179/PDT/2018/PT BTN. This study uses a normative juridical method with an analytical descriptive nature, aiming to describe and analyze the relationship between legal norms through literature studies. The results of the study show that Notaries can be held civil liable if they are proven to be not thorough and not careful in making deeds, thus causing losses, in the form of the obligation to reimburse costs and losses. Legal protection for buyers in good faith is highly dependent on the substance of the Binding Sale and Purchase Agreement (PPJB). The judge's consideration in the decision assessed that the Notary had checked and the parties did not raise objections until the process of signing and mination of the deed was completed.

INTRODUCTION

Land and buildings are legal objects that have high economic value and strategic positions in people's lives. Any transfer of land rights must be carried out legally and comply with the provisions of laws and regulations to ensure legal certainty (Muthallib, 2020). In practice, land and building purchase agreements do not only involve the parties as sellers and buyers, but also involve authorized public officials, namely Notaries and Land Deed Making Officials (PPAT). The role of Notaries and PPAT is very important because the deed they make has perfect evidentiary power as stipulated in the provisions of civil law.

Legal problems often arise when there are disputes related to the validity or implementation of the sale and purchase agreement, especially when it comes to authentic documents such as Certificates of Ownership (SHM) and sale and purchase deeds. One example of a case that has caused legal debate is Decision Number 179/PDT/2018/PT BTN, which involves a dispute between the owner of the land certificate as the plaintiff and a Notary/PPAT as the defendant.

In this case, the plaintiff as the owner of the Certificate of Property Rights (SHM) No. 2841/Bintaro submitted the original certificate to the Notary for checking at the Land Office, in connection with the plan to buy and sell land and buildings with a transaction value of Rp17,000,000,000,-. However, after the lack of clarity regarding the continuation of the transaction, the plaintiff requested the return of the certificate. The defendant stated that the certificate had been handed over to another party, namely the prospective buyer, so that it was no longer in his possession.

This situation raises allegations of bad faith on the part of the Notary, especially related to the issuance of a copy of the deed that is allegedly not in accordance with the minutes of the deed. The dispute was then filed in the District Court, but the lawsuit was dismissed, and the decision was affirmed at the appellate level. The essence of the plaintiff's lawsuit is basically to deny the contents of the sale and purchase agreement deed and request that a match be made between the copy and minuta of the deed.

This case is interesting to study because it concerns the legal responsibility of the Notary in carrying out his position. Based on the Law on the Notary Position (UUJN), Notaries are obliged to act honestly, thoroughly, independently, impartially, and protect the interests of the parties (Aulia Rahmi, 2024). The responsibility of the Notary is not only limited to the administrative aspect, but also includes civil and criminal liability if in the performance of his duties causes losses to the parties.

In addition, this dispute is also closely related to the principle of legal protection for buyers in good faith in land and building purchase and sale transactions. In Indonesian land law and civil law, the protection of parties in good faith is one of the important principles to ensure legal certainty and justice (Putro et al., 2020). Therefore, an analysis of the court's decision in this case is important to assess how the panel of judges considers aspects of Notary responsibility and legal protection for the parties.

Based on this background, this study will discuss the legal responsibility of Notaries in the agreement to buy and sell land and buildings in full, legal protection for buyers in good faith, and analysis of the basis of legal considerations of the panel of judges in Decision Number 179/PDT/2018/PT BTN. This study is expected to make an academic contribution in understanding the limits of the responsibility of Notaries and strengthen legal certainty in the practice of land and building sale and purchase agreements..

RESEARCH METHODS

The type of legal research used is normative juridical research, this research is descriptive analysis, namely "research that describes, examines, explains and analyzes laws and regulations related to the purpose of this research" (Rizkia & Fardiansyah, 2023). This study uses a normative legal science approach, the data sources used, namely legal materials consisting of primary legal materials, secondary legal materials, and tertiary legal materials. The data pumping technique used to obtain secondary data is by means of literature study. Data analysis in this study will be carried out qualitatively, namely "research that refers to legal norms contained in laws and regulations and court decisions as well as norms that live and develop in society". Considering that this study is descriptive and the data analysis used in this study is qualitative analysis, the conclusion is drawn using the deductive method, namely "analyzing general data and then leading to a specific conclusion"

RESULTS AND DISCUSSION

Legal Responsibilities Of Notaries In Land And Building Sale And Purchase Agreements

Regarding the notary's responsibility for the deed made by a notary is liable to the parties interested in the deed made by him (to the client), in accordance with the provisions of Article 84 of the Law of the Republic of Indonesia Number 2 of 2014 jo Number 30 of 2004 concerning the Notary Position (UUJN) (Wiradiredja, 2015) namely:

- In the deed, regarding matters expressly specified in the Law on the Notary Department;
- If a deed because it does not meet the requirements regarding form (*gebrek in de vorm*) results in a deed only having the power of proof as a deed under hand;
- In all cases, where according to the provisions of Articles 1365, 1366 and 1376 of the Civil Code, there is an obligation to pay compensation to the aggrieved party. For notaries, there is no obligation to give long testimony about the content of the deeds.

The oath of office of notary listed in Article 4 and Article 16 paragraph (1) letter e of the UUJN, requires the notary not to speak even in court, except in the case of higher interests, which require the notary to give testimony (Ekaputri, 2019). For example, the relevant law expressly specifies that the notary is obliged to give testimony or for that purpose he is exempt from the oath of secrecy of his office.

The Notary's carelessness in carrying out the sale and purchase of land can plunge the Notary into the legal process because of his mistake in formulating the wishes of the parties, ultimately resulting in demands between the parties with various exceptions submitted to show the acceptable truth and ultimately blame the Notary for making the deed.

Notaries can be held accountable in civil, administrative, and code of ethics if in carrying out their duties and positions are proven to have abused their authority by causing losses to the parties. The binding of the sale and purchase before the sale and purchase deed is carried out if there are certain conditions that require the process to be carried out. Keep in mind that a binding deed of purchase is a type of party deed that follows the will of the parties, the promises of the parties and the rights and obligations of the parties, in the deed contains the desired content.

Notaries in carrying out their duties have obligations that must be carried out. Liability is any form of responsibility ordered by law to a person or to a legal entity (Ruhianti et al., 2023). Notaries are present to meet the needs of the community who need written evidence in the form of an authentic deed, therefore Notaries have obligations that must be carried out in carrying out their duties.

The obligations of Notaries are regulated in Article 16 paragraph (1) jo. Article 37 paragraph (1) of the UUJN. In addition to the obligations of Notaries regulated in the Law of Enforcement, the obligations of Notaries are also regulated in Article 3 of the Notary Code of Ethics, Indonesian Notary Association (INI). Notaries in carrying out their duties in addition to having obligations, but also having rights. The rights of Notaries are regulated in Article 36 of the UUJN. In carrying out the PPJB in full, there must be an agreement between the parties in this case the Notary and the witnesses (clients).

Notaries in carrying out their authority, namely making a paid PPJB deed are obliged to provide maximum service in making a paid PPJB deed, make and express the wishes of the witnesses in accordance with laws and regulations, check the completeness of the files to make a paid PPJB deed, and the Notary has the obligation to maintain the confidentiality owned by the witnesses in making the paid PPJB deed made in front of him.

The notary in making a deed must not make mistakes because the notary has the task of the position only to keep constant what is given to him, what he sees and experiences, and records in a deed (Almuntas et al., 2024). This is true but cannot be applied in every world of notary practice. It is still possible for a notary to make a mistake but the mistakes he makes are very limited. These errors include errors in writing or typing. In writing a deed, one of the problems faced by a notary is the occurrence of errors in writing a comparison that can have legal consequences for the deed he made. This is because notaries are not careful with the documents and evidence provided by the parties in making the deed or are not careful and appropriate in applying the applicable terms and conditions in making a deed.

The writing of a comparison (part of the body of the deed that contains information about the identity of the parties, including a description that can show that the person concerned has the skills and authority) on the deed that is not in accordance with the terms and conditions regulated by the Law is included in the category of violations, namely violations of the terms and conditions imposed by Undang-Undang and the juga of the Registrar of Registrars who make the statement.

A Notary Deed as an authentic deed has perfect evidentiary power, so that in making an authentic deed the Notary must make the deed carefully and carefully without any defects in it as stipulated in Article 16 paragraph (1) letter a UUJN (Permatasari & Suyatna, 2021). Notaries are required to be careful in making deeds, where the meticulousness that the author refers to here means meticulous, meticulous, and careful in carrying out his duties.

The notary in making a deed, in addition to being required to be careful, must make an introduction to the person who wants to make a deed in front of him. Introduction to the face is regulated in Article 39 paragraph (2) The UUJN states that: "The Presence must be known by the Notary or introduced to him by 2 (two) identifying witnesses who are at least 18 (eighteen) years old or are married and capable of performing legal acts or are introduced by 2 (two) other witnesses" (Paskadwi, 2022). The introduction of the face must be carried out by the Notary to ensure the correctness of the identity shown to the Notary and the Notary knows that the face is a capable and authorized person to perform a legal act, namely making the PPJB deed paid off.

If it is related to the obligations of the Notary, the Notary is obliged to carry out checks to protect the interests of the parties in carrying out legal acts and the Notary is obliged to check all parts of the deed made by him starting from the beginning of the deed or the head of the deed, the body of the deed, to the end of the deed or the closing of the deed.

Notaries in carrying out their duties and positions as public officials who are authorized to make authentic deeds can be burdened with responsibility for the actions they do. The notary is responsible for negligence and errors in the content of the deed made before him. A Notary can be held liable if it can be proven that it violates the provisions of the applicable law.

Thus, Notaries who in carrying out their positions do not pay attention to Article 16 paragraph (1) letter a of the UUJN can be held accountable for a legal act, namely making the PJB deed paid off. For example, the Notary is proven to have violated or made a mistake in making a deed by not including A as the legal heir in the comparison of the full PJB deed made in front of him and the Notary does not check in making the full PJB deed made in front of him so that it is detrimental to the parties, especially the buyer who has paid in full the price of the land and the building with the title certificate.

The responsibility of the Notary is not only in the process of making an authentic deed, but until the realization of the authentic deed, but also arises after the authentic deed is formed which raises legal problems, caused by the validity of the deed (Rosadi, 2020). When an authentic deed is declared invalid by the court, caused by the non-fulfillment of the legal requirements for making an authentic deed which is then canceled or declared null and void or degraded into a deed under hand, thus causing losses to the parties, the Notary can be held accountable.

In the case of Notary liability, in this case it can be in the form of providing compensation to the client concerned, especially if it is proven that the client has suffered real losses, as a result of mistakes made by the Notary (Rizqiyah, 2021). Notaries in carrying out their duties and positions must comply with various provisions regulated in the UUJN. In this case, precision, and precision are needed not only in the administrative techniques of making the deed, but also the application of various legal rules contained in the deed in question for the attendees as well as the ability to master the science of Notary in particular and law in general.

A deed that is declared null and void, then the deed is considered to have never existed or has never been made and in the event of full payment made by the buyer when the PPJB deed is paid off made with the buyer before a Notary, then reimbursement, compensation, or interest can be sued against the Notary. If there is a party who feels aggrieved as a direct result of a Notary deed, then the aggrieved party can sue civilly against the Notary.

The Notary's liability in the field of civil law arises because the Notary has neglected the legal obligations that should have been carried out or has committed an unlawful act indicated in Article 1365 of the Civil Code, thus causing losses to the client, which in this case is the buyer because the PPJB deed

made in front of him has a legal defect caused by the mistake of the Notary and the PPJB deed is declared inauthentic, invalid, or becomes null and void or degraded into a deed under hand, then the Notary concerned must be held liable for the error caused by his carelessness.

Legal Protection Of Buyers Who Have A Good Contract In The Sale And Purchase Agreement Of Land And Building

The process of buying and selling land rights that have been registered or certified has a low legal risk, because the seller's ownership rights and legal subject are clear and clear, but nevertheless for land that has not been registered or has not been certified, there is a higher legal risk and vulnerability. Therefore, for the object of buying and selling land rights that have not been registered or have not been certified, it emphasizes more foresight and prudence, so that it is clear and clear that the seller is a legitimate party and has the right to sell. This can be observed from the formal requirements inherent as a basis for rights. On the other hand, the mechanism and procedure for buying and selling land is also different from land rights that have been registered or that have certificates.

The transfer of land rights by way of sale and purchase can be authorized to another person by way of granting power of attorney to sell. The condition for the validity of the grant of power of attorney is given formally in accordance with the provisions subject to civil law, whether made by and/or before a Notary or under the hand, as formulated in Article 1793 of the Civil Code (Burgerlijk Wetboek) the substance of which states that: "Power of attorney can be given and received in a general deed, in a writing under hand, even in a letter or orally (Mongdong, 2017)".

Between the grantor and the power of attorney a legal bond and relationship is formed, so that the power of attorney acts on behalf of the power of attorney, but nevertheless the rights of the power of attorney do not change absolutely, because the power of attorney granted can be revoked or revoked by the power of attorney. During the granting of power, the power of attorney has the right to act or act on behalf of the power of attorney which is limited to the substance of the power of attorney.

The concept of transferring land rights by buying and selling, the seller can control it to other parties. Based on the power of attorney, the power of attorney can act for and on behalf of the power of attorney to sell the rights to his land. Regarding the sale and purchase of land rights that have not been registered or not yet certified and by granting power of attorney to sell, a very strategic and covert legal smuggling arises (Permana, 2022). This can bring risks and legal consequences that can ultimately create a burden of liability, both for the seller or the proxies and for the beneficiaries or interested third parties.

Legal protection is providing protection to human rights that are harmed by others and such protection is provided to the community so that they can enjoy all the rights granted by the law or in other words, legal protection is various legal remedies that must be provided by law enforcement officials to provide a sense of security, both mentally and physically from disturbances and various threats from any party.

Legal protection is the protection of dignity and dignity, as well as the recognition of human rights owned by legal subjects based on legal provisions from arbitrariness or as a collection of rules or rules that will be able to protect one thing from another. Regarding consumers, it means that the law provides protection for customer rights from something that results in the non-fulfillment of these rights.

Legal protection for the parties involved in the agreement can be contained both in the content of the agreement and outside the agreement. In practice. The content of the agreement does not mention and explain the existence of legal protection for the parties, especially in the sale and purchase agreement. Legal protection outside the agreement is listed in Article 1338 of the Civil Code, Law Number 5 of 1960 concerning Agrarian Principles, Government Regulation Number 24 of 1997 concerning Land Registration. The protections provided in some of these regulations are:

- Protection of all legally made agreements that can be legally enforced for those who make them.

- Legal certainty is guaranteed by the government so that land registration is held throughout the Republic of Indonesia.
- Protection of the rights of parties who make and record the transfer of their land rights before PPAT and is also recorded at the Office of the National Land Agency (BPN).

The Basis Of The Legal Considerations Of The Panel Of Judges In Decision Number 179/Pdt/2018/Pt Btn Related To The Full Sale And Purchase Agreement Of Land And Buildings

Based on the case of Decision Number 179/Pdt/2018/PT.Btn, Notaries in carrying out their duties and functions as officials who make authentic deeds are also protected by law. Legal protection for notaries is something that cannot be ruled out. For offences related to the notary position, it is necessary to provide a legal protection mechanism.

Notaries are often sued by the parties or their clients because they feel dissatisfied or feel disadvantaged as a result of the authentic deed made by the Notary so that this is one of the concerns of Notaries in making a Notary deed so it is natural that Notaries also want to strengthen the protection of themselves in carrying out their duties and positions. A notary who exercises his authority as well as possible, carries out his duties and positions in accordance with the applicable laws and regulations is the right act and is also an act of self-protection of the Notary.

It is natural for Notaries to want to have a sense of security in carrying out their duties and positions. As mentioned above, carrying out the duties of the position properly and correctly according to the Law on the Notary Position and the Notary code of ethics is the right self-protection. Apart from that, an authentic deed made by a Notary has perfect evidentiary strength and should be evaluated as it is.

The importance of legal protection for notaries is:

- Maintain the dignity and dignity of their positions, including when giving testimony and processing in examinations and trials.
- Keeping the deed information confidential in order to protect the interests of the parties involved in the deed.
- Maintain the minuta or letters attached to the minuta deed, as well as the notary protocol in its storage.

Notary is a job that requires him to prioritize professionalism, the dignity of the profession and prioritize legal certainty and accountability in carrying out his duties and functions as a public official. Notaries are required to have qualified technical proficiency to ensure that the deed they make has high quality that is worth perfect proof, certainty and legal responsibility. There are two things that can be said that notaries have high quality qualifications, namely:

- Notaries carry out their duties and functions in accordance with the Law on the Notary Position.
- Notaries uphold and carry out their professional ethics.

Thus, the achievement of legal certainty is divided into two main elements, namely:

- The law itself must be firm and not multi-interpretative.
- The power itself that implements the law must not be arbitrary in applying the law and adhering to the principle of legality.

Legal certainty in a deed of agreement is a substantial value, the legal certainty provides protection for the parties and the values of the notary's responsibility as a deed maker are carried out properly. The non-fulfillment of legal certainty will give birth to discomfort and insecurity. People who have an interest in the service will have a bad view of the notary as a public official.

In this case, the notary position essentially has two core fundamental tasks, namely:

- Providing services and providing legal certainty for the deeds it makes.
- Notaries are given the authority to maintain consistency in law enforcement in the civil jurisdiction to ensure a sense of security and peace to the community.

This is if studied based on Gustav Radbruch's theory of legal certainty which states that justice and legal certainty if properly considered will guarantee the security and order of a country. Positive law is upheld and obeyed to achieve the goal of the law itself, namely legal certainty and justice.

The theory of legal certainty that has been put forward by Gustav Radbruch states that justice and legal certainty if properly considered will ensure that security and order will be achieved well if a public official upholds the norms and laws and regulations, especially Article 1868 of the Civil Code regarding authentic deeds, so as to ensure the creation of legal certainty to the public (Astuti & Daud, 2023).

Hans Kelsen also emphasized that laws containing general rules are guidelines for individuals who behave in society, both in relation to fellow individuals and in relation to society. The existence of these rules and their implementation creates a legal certainty (Prianto, 2024).

Authentic deeds and deeds under hand are in principle intended as evidence, authentic deeds will theoretically provide perfect evidentiary power so that with perfection the deed is seen as it is and cannot be interpreted otherwise, while the deed under hand has evidentiary power as long as the parties acknowledge it and there is no denial from either party both in terms of the substance of the deed and the technicalities of signing the deed, So that the deed can be interpreted differently by the judge if there is a denial in the lawsuit.

Authentic deeds and deeds under hand must substantially comply with the provisions of the formulation of the conditions for the validity of an agreement, namely based on Article 1320 of the Civil Code, and in the material aspect it is a law for those who implement the agreement (Article 1338 of the Civil Code) (Sasauw, 2015). The value of the power of proof is perfect in an authentic deed in an agreement not by itself, but must go through a process in accordance with laws and regulations.

Notaries in making a deed of sale and purchase agreement, notaries must strive to complete it by having the value of truthfulness, clarity and validity, for example, starting from the head of the deed must reflect the content of the deed substantially, it is not allowed to contain typos or other forms of error in the head of the deed. The redaction in each article that is outlined must be straightforward and clear and does not contain a multi-interpretative meaning so that it can be interpreted differently, Each article must provide a complete description and contain legal certainty and not move to other articles unclearly, containing details and technicalities if there is something that must be regulated in the agreement.

The process of making a sale and purchase agreement deed must also contain the truth by providing legal advice in advance to the audience about the importance of the truth of making the deed and the legal consequences if everything is not conveyed incorrectly. Notaries must strive to mitigate the risk of possible disputes by drafting a safe and strong legal agreement deed so as to give birth to legal certainty for its witnesses.

Efforts to achieve legal certainty for notaries need to pay attention to the aspects of formal and material requirements by using the principles of prudence and minimizing errors in the future. Extensive knowledge in the practice of making deeds of agreement is highly expected to have an influence on the quality of the deeds made. Moral values in making authentic deeds are more important, such as honesty, awareness of the limits of authority in the process of making deeds of sale and purchase agreements is prioritized to assess the authenticity of a deed.

The notary profession is required based on the quality of the deed produced, not the substance of the deed material made, the material of the deed of responsibility is charged to the parties who make the agreement, but notaries must ethically provide advice when the deed material is considered to be contrary to the provisions of laws and regulations (NURRACHMAN, 2025). The sale and purchase agreement deed is an agreement that is usually implemented, if the process has not met the provisions, of course, the most basic problem of this is ethics and morals which cannot be regulated through the law because it relates to the notary person. Legal certainty in an authentic deed cannot be measured mathematically, in principle, but the implication has an impact on legal certainty.

Efforts to provide legal certainty for notaries must ensure that in carrying out their duties the principle of prudence is used. Every deed does not contradict or violate the rule of law, both written and unwritten. The information of the parties who appear to be made to make a deed of sale and purchase agreement must be explored for formal and material truth. If the notary has carried out the principle of prudence on the deed of sale and purchase agreement that he made, then the deed has the authenticity of the deed.

CONCLUSION

The Notary's legal responsibility for the deed of sale and purchase agreement made before him is inherent from the time the deed is drafted until as long as the deed is still valid and has legal consequences. Notaries are obliged to act honestly, carefully, independently, and impartially in accordance with the provisions of Article 16 paragraph (1) jo. Article 39 paragraph (2) letter a of the Law on the Notary Position (UUJN). If in the performance of his duties the Notary is not thorough and not careful in checking the data, documents, and identities of the parties, so as to cause losses, then the Notary can be held civilly liable. This form of liability is in the form of an obligation to reimburse costs and provide compensation to the aggrieved party due to inaccuracy in making an authentic deed.

Legal protection for buyers in good faith in the sale and purchase agreement of land and buildings can basically be stated both inside and outside the agreement. Although in practice it is not always explicitly included a clause regarding legal protection, the substance of the Binding Sale and Purchase Agreement (PPJB) should contain important provisions that guarantee the rights and obligations of the parties. With the formulation of clear, complete, and balanced clauses, legal protection for sellers and buyers—especially buyers in good faith—can be optimally realized.

The analysis of the basis of the legal considerations of the panel of judges in Decision Number 179/PDT/2018/PT BTN shows that the decision of the Tangerang District Court and the High Court was appropriate and in accordance with the results of the evidence. The panel of judges considered that the Notary had conducted research and checked the documents and carried out the signing process without any objections from the parties until the deed minutation stage. In this context, Notaries are seen as only carrying out their formal duties in drafting deeds related to land and building sale and building transactions, such as deeds of binding sale and purchase, deeds of power of attorney, and deeds of vacancy agreement

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