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Authority and Notary Responsibilities in the Making of the Fidusia Guarantee of the Relationship with the Creditor Protection as Guarantee (Study in West Lombok)

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Abstract

UUJF gives the Notary the authority to make a Fiduciary Guarantee deed as regulated in Article 5 of UUJF. This authority raises the responsibility for the Notary to work in accordance with the Law and the Code of Ethics in making an authentic fiduciary guarantee deed and has a perfect proof of value. However, in practice, a fiduciary deed cannot be read and signed by a notary and appearing in front of two witnesses because of the large number and exceeding the reasonableness of the deed made by a notary. The imposition of fiduciary guarantees that still use a power of attorney under the hand is very risky for fiduciary loading by a notary outside the area of the collateral. This happens because there is a blurring of norms in UUJF that does not explain the form of power of attorney that must be used by creditors in the imposition of fiduciary guarantees. The problem is how the rules regarding the reasonableness of the deed made by a Notary Public in making a fiduciary security deed, what are the consequences of money law if the fiduciary deed does not qualify as an authentic deed, and how the use of a power of attorney in the imposition of fiduciary guarantees in the Notary. This study aims to analyze the application of the rules of reasonableness of the deed made by a notary, analyze the legal consequences of the deed that do not qualify as authentic deeds, and analyze the use of a power of attorney in the imposition of fiduciary collateral. This research method uses the Normative-Empris research method. The approach used is the legal, conceptual, and sociological approach. The results of the study are the first, in practice there are still many Notaries who have not applied the rules in the Code of Ethics on the prohibition of making a deed exceeding the fairness limit of 20 deeds per day. Second, a large number of fiduciary deeds are not possible to read, but initialed in each sheet and explained at the end of the deed. Third, there is a blurring of norms regarding the provisions of the form of power of attorney in imposing fiduciary guarantees at UUJF.

Keywords: *Authority; Responsibility; Notary; Deed; Fiduciary*

Introduction

Definition of Notary according to Article 1 Number 1 of Law Number 2 of 2014 concerning Amendment to Law Number 30 of 2004 concerning Notary Position, hereinafter referred to as UUJN, namely:

> "Notaries are public officials who are authorized to make authentic deeds and have other authorities as intended in this law or based on other laws."

has been determined in article

The authority of a notary public officer is also 15 of the Law of Notary Position (UUJN), namely:

> "The notary has the authority to make an authentic deed regarding all drafting, agreements and stipulations required by statutory regulations and / or that is desired by the interested parties to be stated in an authentic deed, guaranteeing the certainty of the date of making the deed, keeping the deed, granting the grosse, copies and quotations desired by the interested parties to be stated in the authentic deed, guaranteeing the certainty of the date of making the deed, keeping the deed, giving grosse, copy and quotation deeds, all of them as long as the drafting is not also assigned or excluded to other officials or other people determined by law. "

Notary has a very important position and role in the life of the nation and state, because it has the authority or Authority that has been determined in the legislation.[1] According to Salim HS in his book entitled Technique of Making Deed One (Theoretical Concepts, Notary Authority, Form and Minutes of Deed), notary authority is constructed as the power given by law to the notary to make an authentic deed or other powers.[2]

Other powers are other authorities that have been determined in the legislation. One authentic deed made by a notary regulated in the law is the fiduciary guarantee deed. Fiduciary collateral is a follow-up agreement and a basic agreement that is usually a credit agreement, which creates an obligation for the parties to fulfill an achievement. Based on Law Number 49 of 1999 concerning Fiduciary Guarantee, hereinafter referred to as Article 5 UUJF reads:[3]

> "The loading of objects with a Fiduciary Guarantee is made by a notary deed in Indonesian and is a Fiduciary Guarantee deed"

The notary deed in question is an authentic deed drawn up by and or before a Notary as the official authorized to make the deed. The fiduciary deed as an authentic deed must meet the requirements for an authentic deed as mentioned in Article 1868 of the Civil Code (Civil Code):[4]

> "An authentic deed is a deed made in a form determined by the Act by or in the presence of a public official authorized for that at the place where the deed was made."

In its authority to make an authentic deed, the Notary has obligations that must be implemented, one of which is reading the deed in front of the parties. This is regulated in Article 16 paragraph (1) letter m, which is in carrying out his position the notary must:

[1] Salim HS (I), *Peraturan Jabatan Notaris*, Sinar Grafika, Jakarta, 2018, pg. 26.
[2] Salim HS (II), *Teknik Pembuatan Akta Satu (Konsep Teoritis, Kewenangan Notaris, Bentuk dan Minuta Akta)*, Raja Grafindo, Jakarta, 2015, pg. 49.
[3] Undang-Undang Republik Indonesia Nomor 42 Tahun 1999 tentang Jaminan Fidusia.
[4] Kitab Undang-Undang Hukum Perdata

"Read the Deed before the parties, attended by at least 2 (two) witnesses, or 4 (four) special witnesses for the making of a will, and signed at the same time by the parties, witnesses and Notaries"

The fiduciary deed is a party deed, that is, a deed made before a notary, in Notary practice is referred to as a party deed. The contents of the party's deed is a description or statement, statement of the parties given or told before the notary. The parties wish that the description or statement be contained in the form of a notarial deed. So, the notary in this case reads out and witnesses the signing made before him. Facing intended that the deed was carried out "reading" and "signing" in the presence of a notary, as a public official.[5]

However, in practice, the fiduciary deed made by a notary exceeds the fairness limit of the number of deeds per day that have been regulated in the Indonesian Board of Trustees Notary Regulation No. 1 of 2017 Article 2:

1. The Fairness Limit in making a deed by a Notary Public as a member of the Association is 20 (twenty) deeds per day.

2. If the Notary will make a deed exceeding 20 (twenty) deeds per day in a series of legal acts that require an interconnected deed, and / or other deeds, as long as it can be accounted for in accordance with the Law of Notary Position (UUJN), procedure for making a notarial deed, Notary Ethics Code (KEN), propriety and appropriateness as well as other laws and regulations.

Based on the above rules this naturally raises questions about the authenticity of the fiduciary guarantee deed made by a notary public. As we know in practice the notary must make hundreds of fiduciary deeds which must be registered within 30 days. With a lot of deeds and a little deadline, of course many notaries do not follow the rules of making the deed as regulated in UUJN in making fiduciary guarantee certificates. Of course, it is not possible for the Notary to read out a very large number of fiduciary deeds in one day. And what about the validity of the fiduciary guarantee deed made outside the working area of the Notary.

There is a blurring of Norms in Article 5 of the UUJF concerning the rules for making fiduciary deeds with a notary deed that does not have the word "mandatory" or "must" in the sound of the article. the power of attorney is also the reason for this research.

Research Methods

The type of research used in this legal research is normative-empirical. The approach used in this study is the Legislative Approach (Statue Approach), Conceptual Approach (Conceptual Approach), and the sociological approach (Sociological Approach). Types, data sources and legal materials used in this study are primary legal materials that are binding legal materials, and consist of statutory regulations. Secondary legal material is legal material that provides an explanation of primary legal material, such as, draft laws, research results, work from legal circles, and so on. Tertiary legal material is material that provides instructions and explanations for primary and secondary legal materials, for example the Big Indonesian Dictionary and the legal dictionary. The technique of obtaining legal material is done through library research and interviews. Data collection tools in this research use literature study and field studies.

[5] R. Suharto, *Problematika Akta Jaminan Fidusia(Suatu studi tentang Akta Jaminan Fidusia setelah berlakunya Sistem Pendaftaran Fidusia secara online)*, Diponegoro Private Law Review• Vol. 1 No. 1 November 2017, pg. 2

Analysis of the data in this study is a qualitative analysis using descriptive methods that describe the results of research based on information from a situation or event.

Results and Discussion

A. Regulations on Fairness Limits for Notaries in the Making of Fiduciary Guarantee Deed

The authority of a notary may also be according to other laws. In this case, referring to other Laws that are not Laws regulating the Position of Notary, but there are articles or paragraphs in the Act concerned that there are obligations for certain legal actions or actions that must be made with a notarial deed, one of which is the Law Law Number 42 of 1999 concerning Fiduciary Security hereinafter referred to as UUJF. In Article 5 Paragraph (1) it is stated that the Fiduciary Deed must be made with a Notarial Deed.[6]

Notary Hamzan Wahyudi argues that, a fiduciary guarantee deed in practice is made with a notarial deed even though the UUJF is not required. The making of this fiduciary guarantee certificate is based on a request from a client, in this case a financial institution / finance that comes to the notary to make a fiduciary guarantee certificate and is registered based on the data contained in the credit agreement and additional data brought by the finance.[7]

According to Munir Fuady, the position of the code of ethics for Notaries is very important, first, not only because the Notary is a profession that needs to be regulated by a code of ethics, but also because of the nature and nature of the work of the Notary that is very oriented towards legalization, so that it can become the main legal fundament regarding the status of property, rights and obligations of a client who uses the services of the Notary Public. Second, in order to avoid injustice as a result of granting the status of property, rights and obligations that are not in accordance with the rules and principles of law and justice, so as to disrupt public order and also disrupt the personal rights of the people seeking justice, then for the world Notary public is also needed a good and modern professional code of ethics.[8]

One that has been agreed in the Indonesian Notary Association congress is about the limits of the reasonableness of making the deed. This is stated in Article 4 number 16 of the code for amendment to the 2015 Notary Code of Ethics, which determines: Notaries and other people (as long as they carry out the position of Notary) are prohibited:

> "Making a deed exceed the fairness limit whose limit is determined by the Honorary Board;" With the stipulation of these provisions, it is very clear that the limitation of the reasonableness of making a deed is a norm included in the Notary Ethics Code, which must be obeyed by all notaries or all people who carry out the position of Notary.

These rules are then set forth in the Honorary Board Regulation of the Indonesian Notary Association No.1 Year 2017 Article 2:

1. The Fairness Limit in making a deed by a Notary Public as a member of the Association is 20 (twenty) deeds per day.

2. If the Notary will make a deed exceeding 20 (twenty) deeds per day in a series of legal acts that require an interconnected deed, and / or other deeds, as long as it can be accounted for in

[6] Habiib Adjie (I), *Penafsiran Tematik Hukum Notaris Indonesia (Berdasarkan Undang-Undang Nomor 2 Tahun 2014 tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004)*, PT. Refika Aditama, Bandung, 2015, pg.10
[7] Interview with Notary Dr. Hamzan Wahyudi, S.H., M.Kn, in his office in the Mataram city, on June 29, 2020 at 12.00 WITA.
[8] Munir Fuady, Profesi Mulia: *Etika Profesi Hukum bagi Hakim, Jaksa, Advokat, Notaris*, Kurator dan Pengurus, Bandung, Citra Aditya Bakti, 2005, pg. 133

accordance with the Law of Notary Position (UUJN), procedure for making a notarial deed, Notary Ethics Code (KEN), propriety and appropriateness as well as other laws and regulations.

With the making of the Central Board of Honor Regulations the new norms in addition to the rules in the Code of Ethics which regulates the Fairness Limits in Notarial Deed Making. Notaries in carrying out their profession are bound by the code of ethics and UUJN. Notaries who violate the provisions in the Code of Ethics may be sanctioned with a temporary dismissal from their position stipulated in Article 9 Paragraph (1) UUJN: Notary is dismissed from his position for violating the obligations and prohibitions of office and the Notary's code of ethics. Thus, a notary who violates the provisions of the code of ethics also violates the provisions in the Law on National Social Security.

A fiduciary deed is a party deed, that is, a deed made before a ten overstaan, in a notary practice referred to as a party deed. This means that the notary public in this case reads and witnesses the signing that was carried out before him. Facing intended that the deed was made "reading" and "signing" before a notary,[9] as a public official. As regulated in Article 16 paragraph (1) letter m of the UUJN that:

"Read the deed in the presence of the registrant attended by at least 2 (two) witnesses and signed at the same time by the registrant, witness and notary public."

Based on the author's research, there is a Notary who agrees with the rules of reasonableness in making the deed, some also consider that the rule can be excluded in the making of the deed which is in a package such as a fiduciary deed and a deed of encumbrance.

In practice it is known that the Notary Public makes fiduciary deeds of more than 20 deeds in a day. The existence of a power of attorney fiduciary guarantee from the debtor to the creditor causes the deed requested by the creditor to be made by a Notary Public exceeding the legality limit of making a deed by the Notary determined in the Code of Ethics and causes the Notary not to fulfill his obligations in the provisions of Article 16 paragraph (1) 44 of the LawJN.

According to Notary Hamzan Wahyudi, "Many deeds are possible not to be read but remain in the initials of the creditor, with the end of the deed explained that at the request of the parties, the deed is not recited but initialed on each sheet."

Based on the explanation above, it can be concluded that so far the fairness limit rules in making a deed by a Notary have not really been implemented by all Notaries, there are still many Notaries who do not implement this rule due to client requests. As in the case of fiduciary deed guarantees and deed of encumbrance, the notary must make the deed according to the amount determined by the Bank / Finance. The rules for making a maximum deed of 20 (twenty) deeds per day must be excluded in the case of fiduciary deeds and deed of mortgage. In addition, as long as there are no reports from parties who feel disadvantaged by the notary will not be examined by the Honorary Board or the Notary Supervisory Board even if they do not carry out the provisions in the Code of Ethics and the Law of the Republic of Indonesia.

B. Legal Consequences arising If the Fiduciary Deed of Guarantee Made by a Notary Public does not qualify as an authentic deed

A fiduciary guarantee deed must be made in a notarial deed aimed at clearly defining the rights and obligations of the debtor with the creditor, which guarantees legal certainty while simultaneously being expected to minimize disputes. In the event of a dispute regarding fiduciary guarantees, the

[9] R. Soeharto, *Problematika Akta Jaminan Fidusia (Suatu studi tentang Akta Jaminan Fidusia setelah berlakunya Sistem Pendaftaran Fidusia secara online)*, Diponegoro Private Law Review, Semarang, 2017, pg. 67

fiduciary deed can be the strongest and most complete written evidence that can assist in resolving cases quickly and easily.

If the Fiduciary Deed in making it is legally flawed solely due to a notary error and then the deed by the court is declared as inauthentic, or invalid, or is null and void, or is degraded into a deed under the hand, the notary must be responsible for the mistakes caused due to carelessness. This form of responsibility can be in the form of compensation as long as the client concerned is proven to suffer losses due to the deed made by the notary.

Pursuant to UUJN, it is stipulated that when a notary in carrying out his / her position is proven to have committed a violation, the notary must be held responsible by being sanctioned or sanctioned, in the form of civil sanctions, administrative sanctions, criminal sanctions, notary position ethical codes. These sanctions have been regulated in such a way, both previously in the PJN and now in the LawJN and the Notary Position Code of Ethics, which does not regulate the existence of criminal sanctions against notaries. In practice it is found that a legal action or violation committed by a notary may actually be subject to administrative or civil sanctions or a code of ethics of the notary's position, but then withdrawn or qualified as a criminal offense committed by a notary public. The qualification is related to aspects such as:[10]

a. Certainty of day, date, month, year and time of the visitor;
b. Parties (who) facing the Notary Public;
c. Signature facing;
d. A copy of the deed does not match the minutes of the deed;
e. A copy of the deed exists, without making a deed of minutes; and
f. The minutes of the deed were not signed in full, but the minutes of the deed were issued.

The scope of the notary's responsibility as a public official relating to material truth, can be divided into 4 (four), namely:

a. Civil notary responsibility for the correctness of the material deed he made;
b. Criminal notary liability for material truth in the deed he made;
c. The notary responsibility is based on the PJN (UUJN) for the correctness of the deed's material;
d. The responsibility of a notary in carrying out his / her office duties is based on a notary code of ethics.[11]

As it is happening now, some Notaries have accepted the making of a fiduciary deed that has passed the limit of reasonableness. Some Notaries can accept thousands of certificates each month. This is very troubling the precautionary principle of the deed issued by the Notary. It is expected that the organization can also firmly crack down on violations of the regulations that have been issued in the form of:[12]

a. Reprimand;
b. Warning;
c. Schorzing of Association membership;
d. Onzetting (dismissal) from membership of the Society;
e. Disrespectful termination of membership of the Society.

[10] Habib Adjie (II), Sanksi Perdata dan Adminstratif Terhadap Notaris sebagai Pejabat Publik, Refika Aditama, Surabaya, 2007, pg. 120.
[11] Nico, *Tanggung Jawab Notaris Selaku Pejabat Umum*, Center for Documentation Studies of Business Law, Yogyakarta, 2003, pg. 46.
[12] Dr. Freddy Harris dan Leny Helena, *Notaris Indonesia*, PT. Lintas Cetak Djaja, Jakarta, 2017, pg. 112

C. Arrangement of the Form of Power of Attorney in the Imposition of Fiduciary Collateral

In making a fiduciary deed, the registrar in this case the creditor can act for: [13]

a. Himself, which means that the legal act carried out is intended for himself, and the deed he made was used as proof that he had asked for the deed to be made for his own benefit.

b. Representing the interests of others with the power of attorney, meaning that the party (party) in the deed represents their interests through the intermediaries of others, either through written authorization or by verbal authorization.

c. Representing a position or position, meaning if someone states, that he acted in the deed concerned not for himself, but for others, for example a father who exercises power as a parent for his children who are under age, guardians to represent children who are under his guardianship, directors of a limited liability company.

However, the rules regarding the power to impose fiduciary guarantees as mentioned in letter b are not clearly explained in UUJF. How are the provisions regarding the form of power of attorney and how it is used in the imposition of fiduciary guarantees by a notary public also not explained in UUJF or other Ministerial Regulations that discuss Fiduciary Guarantees. In this case, there is a blurring of Norms in UUJF. Based on these things, THIS has the following attitude:[14]

1. The power of attorney used for the granting of the Fiduciary guarantee must be an authentic authorization made before a notary public;

2. Recommends the Indonesian Ministry of Law and Human Rights to issue a minimum of Ministerial Regulations specifically regulating the power to grant Fiduciary. This is to avoid abuse of authority or abuse of circumstances by certain parties which can result in losses for parties related to Fiduciary objects.

The making of Fiduciary deeds by Notaries, especially Fiduciary deeds relating to finance companies, many of which are not in accordance with the provisions of Law No. 42 of 1999 concerning Fiduciary Guarantees. The most problem is regarding the use of a Power of Attorney from the owner of the Fiduciary object for making the relevant Fiduciary deed. Most of the Fiduciary deeds relating to financial institutions are based on a Power of Attorney which is made underhanded without involving a Notary Public. The proxies used are the standard power or standard form created by each financial institution concerned. The charge material from the standard power of attorney form does not meet the elements of the Fiduciary Guarantee Deed as referred to in article 6 of Law No. 42 of 1999, so that the use of power that does not meet the standards of the provisions of article 6 is very risky for the cancellation of the Fiduciary guarantee that can be detrimental to the parties, including the Notary himself.

The practice of making power of attorney underhand to charge fiduciary underhand by financial institutions is very common, and there is no prohibition at this time according to the UJJF for the making of power to guarantee fiduciary guarantees and the making of guarantees made under the hand. The notary must be careful in making the notariil fiduciary guarantee certificate based on the power of

[13]Bierly Napitupulu, *Notaris, Penghadap, Saksi, dan Akta,* (Artikel) (source: http://magister-kenotariatan.blogspot.com/2012/08/notaris-penghadap-saksi-dan-akta.htm / accessed at 1:00 a.m., June 22, 2020)
[14]https://www.ini.id/post/kesatuan-sikap-ikatan-notaris-indonesia-terhadap-akta-fidusia-dan-kuasa-fidusia (accessed on June 20 at 20:00 WITA)

guarantee under the hand, it is necessary to believe in the validity of the signature in the power of guarantee.

In practice, SKMF is almost the same as SKMHT (Power of Attorney Imposing Mortgage Rights), even though the UUJF does not regulate this SKMF. UUJF only regulates the making of a fiduciary deed with a notarial deed, as well as the application for registration of a Fiduciary Guarantee made by the Fiduciary Recipient, his power of attorney, or his representative. There are no rules regarding the power of substitution and the form of power of attorney that must be made with an authentic power of attorney or under the hand.

Despite the issuance of the Indonesian Notary Association's brush on the fiduciary deed and power, but as long as there are no laws and regulations governing further the technical implementation, Finance and Notary will continue to use the Proxy under the hand with power of attorney substitution that has been running so far.

With the ambiguity of norms in the UUJF this has led to the practice of adopting the lastgeving provisions in Book III of the Civil Code to fulfill his initiative in making SKMF. So, the practice is of the opinion that the principle of power of attorney is free form and can be carried out for all legal actions, it can be used as a justification in making SKMF underhanded. The existence of a general principle in civil law, which as long as it is not regulated so that it can / can be done also has supported the opinion of the practice in terms of making SKMF under the hand. Even doctrine also teaches that if a legal act is required by a certain form, the form of its power of attorney remains free as long as the law for that power does not specify otherwise.[15]

The use of a power of attorney under this hand makes a lot of fiduciary security deeds now made outside the area of origin of the collateral. The power granted by the debtor to the creditor to charge the fiduciary guarantee makes the keditur have the right to determine at the Notary where the fiduciary deed will be made even though the notary's working area is outside the area of origin of the collateral. This condition is called "Centralization" in making fiduciary deeds where creditors make fiduciary guarantees in only one or two notaries, such as creditors have notary "subscriptions" to charge fiduciaries. Making a fiduciary deed outside the working area of the Notary will certainly have an impact on the authenticity of the deed.

Article 1868 of the Civil Code is a source for the authenticity of a Notary Deed is also the basis for the legality of the existence of a Notary Deed, with the following conditions:[16]

a. The deed must be made by (door) or in the presence (ten overstaan) of a Public Official.
b. The deed must be made in the form determined by the law.
c. Public officials by-or in front of whom the deed was made, must have the authority to make the deed.

The phrase "at the place where the deed was made" in Article 1868 of the Civil Code, relates to the place of domicile of the Notary, that the Notary has a place of domicile in the district or city (Article 18 paragraph (1) UUJN). The area of the Notary's position covers the entire province from its domicile (Article 18 paragraph (2) UUJN).

[15] Mohamad Toha Dhukas, *Penggunaan Surat Kuasa Membebankan Fidusia (SKMF) Di Bawah Tangan sebagai Dasar Pembuatan Akta Fidusia Ditinjau Dari Hukum Jaminan Di Indonesia,* Lex Renaissance No.2 1 JULI 2016: 234 – 257, Magister Kenotariatan, Universitas Islam Indonesia, 2016, pg. 10.
[16] Habib Adjie, *Kebatalan dan Pembatalan Akta Notaris, Refika Aditama*, Surabaya, 2015, pg.9

Fiduciary deeds made outside the work area of the notary would certainly be risky for the notary who made the deed because besides it was not possible to be signed before a notary public, it was also not possible to read the deed before the creditor as the collateral holder.

In addition, according to Notary Moenindra, the fiduciary deed must be made according to the area of origin for the fiduciary guarantee deed. If it is not made in the area of origin of the object, it will have an impact on Notaries in areas that have lost potential employment and many Notaries who lay off their employees.

The making of a fiduciary deed outside the area of origin of the guarantee will also have an impact on the region itself because according to Notary Hamzan Wahyudi, the Notary as a taxpayer must pay taxes on each deed he makes. The centralization of the imposition of fiduciary guarantees submitted to the center (Jakarta) by the Finance will certainly reduce local tax revenues and have an impact on regional income, not only the income of Notaries in the area itself.

Conclusion

1. Amendment Code of Ethics Article 4 point 16 regulates the prohibition for Notaries to make the deed exceed the fairness limit specified in the Notary Council Regulation of the Indonesian Notary Association No.1 Year 2017 Article 2, namely to exceed 20 deeds per day. However, in practice there are still many Notaries who have not been able to apply these rules, especially in making fiduciary deeds. The Board of Trustees and the Notary Supervisory Board so far have not sanctioned a notary who makes the fiduciary deed exceed the fairness limit, it is because so far there have been no reports of parties who feel disadvantaged over the fiduciary deed made by a notary in West Lombok.

2. The impact on fiduciary deeds made not in accordance with the provisions of UUJN and the Civil Code results in a decrease in the strength of the proof of the deed to be underhanded. So, if there is a violation of the signing, it results in an invalid deed and has no perfect legal force as an authentic deed, but only has the value as a deed under the hand. Because a fiduciary deed is a requirement for the issuance of a fiduciary certificate which has an executorial power, then if the notary deed makes a loss such as the notary creditor can be held liable either civil, criminal or administrative.

3. The power of attorney in imposing fiduciary guarantees has so far been made underhanded because of vague rules in the UUJF that do not explain the form of the power of attorney and its use in the imposition of fiduciary guarantees. This power of attorney under the hand causes the creditor to freely determine where the fiduciary deed will be made, even outside the area of the collateral. Fiduciary deeds made outside the area of collateral in addition to having an impact on the authenticity of the deed can also be risky for the Notary who made it because it has clearly violated the provisions in the Law, but also has an impact on regional income because the tax payments for making fiduciary deeds by the Notary Public are reduced.

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Perubahan Kode Etik Notaris Kongres Luar Biasa Ikatan Notaris Indonesia Tahun 2015;

Peraturan Dewan Kehormatan Pusat Ikatan Notaris Indonesia No.1 Tahun 2017

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