



Implementation of Notary Prudence Principle in the Cooperative's Deed of Establishment

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<http://dx.doi.org/10.18415/ijmmu.v6i4.983>

Abstract

Notary has important role, especially in civil law by authority to make authentic deeds and other authorities. The notary need to be cautious and has the right or obligation to explore and extract information so the deed is perfect. In Cooperative establishment, authentic deed made by a notary, has power as a perfect evidence. However, when the authentic deed is made without prudence, chance that legal problem will arise in the future. We want to know, how is the prudence principle implemented in the cooperative's deed of establishment in Indonesia and what is the legal consequences faced by notary when violating the prudence principle in making cooperative's deed of establishment. We conducted a qualitative research through literature which resuted Indonesian law requires a notary to apply the prudence principle in carrying out position, such as identify the cooperative founder, checking object of the deed, giving a grace period in the working out, conduct counseling and coaching to prospective members before the cooperative deed is made. When a Notary is proven to have committed violation in carrying out duties and positions, they may be subject to criminal, civil, and administrative sanctions. The notary may be sued for reimbursement, compensation and interest, when neglegance, which lead the deed they made only has the power of proof or as a private deed, cancelation, or having legal defect so the deed loses its authenticity and is detrimental to the parties concerned.

Keywords: Notary; Deed of Cooperative Establishment; Prudence Principle

Introduction

Notary has a very important role in legal traffic, especially in the field of civil law, because the notary hold a position as a public official, who has the authority to make authentic deeds and other authorities (Salim, 2018). Authentic Deed made by a notary has a very strong legal force considering that authentic Deed is a perfect proof. Various laws and regulations require certain legal regulations to be made in authentic deed, such as the establishment of limited liability companies, cooperatives, guarantee certificates fiduciary, and so on besides the deed was made at the request of the parties (Salim, 205). An authentic deed made by or before a notary, not only because it is required by laws and regulations, but

also because it is desired by the parties concerned to ensure the rights and obligations of the parties for certainty, order and legal protection for the parties concerned at the same time, for the community as a whole.

Article 16 of Indonesian Law Number 2 in 2014 concerning the Position of Notary Paragraph (1) letter (a) in carrying out his position, the notary is obliged to act trustworthy, honest, thorough, independent, impartial and safeguard the interests of the parties involved in legal actions. The meaning of "thorough" in this article can be interpreted (conscientious, accurate, definite and precise).

Article 16 of the notary position law as explained above does not clearly regulate the principles or steps of a notary to work more carefully in the process of making a deed, so that the notary does not have guidelines and guidelines that are useful in preventing legal defects in authentic deed he made. Indonesia constitution no 12 year 1992, formulates cooperatives as "A business entity whose members are individuals or cooperative legal entities which activities based on cooperative principles as well as a people's economic movement using the principle of kinship", while Wisudawan states cooperative as a business entity that is a legal entity and consists of individuals whose activities are based on the principle of cooperatives prioritizing common interests and based on family principles (Wisudawan, 2017).

Indonesian Government provides strength and legal certainty guarantees for cooperative business actors as the pillars of the Indonesian economy. Providing legal certainty has become the government's work agenda, which subsequently was issued a Decree of the State Minister for Cooperatives and Small and Medium Enterprises Number: 98 / KEP / M.KUKM / IX / 2004 about the Notary as a Cooperative Deed Maker. The decision was issued in the context of improving the quality of legal services in the field of cooperatives, particularly relating to the processes, procedures and procedures for incorporation, amendments to the articles of association and other deeds related to Cooperative activities. Efforts are needed to ensure legal certainty of the cooperatives deeds, through the use of authentic deeds.

Cooperative deed-notary has the main task of making authentic deed as proof of a certain legal act in the process of establishment, amendment to the articles of association and other deeds related to Cooperative activities to be approved for authorization from the authorized official. Notary in his position as a Cooperative deed maker is responsible for the authenticity of the deeds he made, based on the provisions of Article 2 paragraph (2) Decree of the State Minister for Cooperatives and Small and Medium Enterprises of the Republic of Indonesia Number: 98 / KEP / M.KUKM / IX / 2004. This Decree Concerning Instructions Implementation of Establishment, Ratification of Deed of Establishment and Amendment to the Articles of Association of the Cooperative. Errors in making the deed of establishment of the Cooperative carried out by a Notary will make the deed of establishment become legally flawed.

The importance of the Notary's role in the issuance of a cooperative deed, oblige the Notary to apply the precautionary or prudence principle in carrying out his position. Notary must uphold the principle of prudence, while see the existence of the ambiguity of norms in the Notary Position Law concerning procedures or guidelines in carrying out the principle of prudence. Legal problems might arise when the notary is not careful in examining documents or when the certificate holder in establishing a cooperative provides fictitious information or not in accordance with the actual situation. Even though the notary is not responsible for false documents or statements given by the attorney, an impact is certain on the professional judgment of a notary who is authorized by the Act as the author of an authentic deed. While there is no benchmark in the Law governing a notary who has been considered to be careless in carrying out his position, the notary might losses practice when legal problems evolve in the future (Adjie, 2009). Based on those conditions, we wanted to answer two questions: How is the principle of notary prudence in making the deed of establishing a cooperative in Indonesia? and, what are the legal consequences for a notary who does not apply the precautionary principle in making the deed of establishing a cooperative?

We used normative legal research that places the law as a norm building system. Normative legal research was used to study legal products, either in the form of laws and regulations, principles laws, theories and rules regulates the regulation of the prudential principle of notary in carrying out his position as well as in his activities in making the deed of establishing a cooperative. The Library Material used, including the Primary legal material consisted of legislation, official records or minutes in the making of laws and judges' decisions. The Secondary Legal Materials were also used to explain the primary law used in a study. This secondary legal material consisted of books, papers, articles and opinions expressed by experts or scholars who have an interest in the subject of research. The last materials used were the Tertiary Legal Materials which provided instructions and explanations for primary legal materials and secondary legal materials, such as legal dictionaries, encyclopedias, internet articles, and Indonesian dictionaries.

The approach used in this study were: the Statutory Approach, which examined the legislation or regulations relating to the issues discussed, concerning the principle of notary caution in establishing cooperatives in the city of Mataram, in order to prevent cooperatives that are inactive or fictitious. We also applied Conceptual Approach by gathering opinions of experts, opinions of scholars and opinions of legal experts. Collection of Legal Materials was done by the literature study on written legal materials using content analysis of books, legislation, documents, reports, archives and other research results, both printed and electronic, related to the Setting of the Principles of Notary Prudence in the Establishment of Cooperative Deed. The legal materials obtained from the literature study were compiled, described and connected in such a way, to provide a systematic explanation as an answer of the legal problems that have been formulated. Conclusions were drew deductively from general problem into a specific one.

How Is the Principle of Notary Prudence Implemented in Making the Cooperative's Deed of Establishment in Indonesia?

Notary is defined in Article 1 number 1 of Law Number 2 in 2014 concerning Amendment to Law Number 30 in 2004 concerning Notary Position. Notary Is: "General Official who has the authority to make an authentic deed and has other authorities as referred to in this law or based on other laws". The authority of Notary is divided into two, namely: 1) Authority to make authentic deeds, and 2) Other authorities. Other authorities are mandate granted to notaries based on other laws and regulations, other than those stipulated in Law number 2 of 2014 concerning changes to the position of notary, such as the authority to make a cooperative deed.

Article 1 paragraph (4) Decree of the State Minister of Cooperatives and Small and Medium Enterprises of the Republic of Indonesia Number: 98 / KEP / M.KUKM / IX / 2004 Concerning Notaries as Cooperative Deed Makers states that: "Notary makers of cooperative deeds are public officials who are appointed based on the Notary Position Regulations that are given authority to, among other things, make the deed of incorporation, deed of amendment to the articles of association and other deeds related to cooperative activities". Cooperative deed of establishment is a deed of agreement made by the founders in the framework of forming a cooperative and containing the articles of association of the cooperative. Amendment Deed of Cooperative Articles of Association is a deed of agreement made by members of a cooperative in the context of amending the articles of association of a cooperative. Amendment Deed of cooperative containing statements from the members of the cooperative or their proxies, who are appointed and authorized in a meeting of members of the amendment to the articles of association to sign changes to the articles of association. The Notary, who is the Cooperative Deed maker has the main duty to make an authentic deed as evidence of a certain legal act in the process of establishment, amendment to the articles of association and other deeds related to cooperative activities to be approved for authorization from the competent authority. In this case the authorized official is the Minister of Cooperatives and Small and Medium Enterprises (SMEs). The cooperative's Original deed of

establishment, amendments to the articles of association and other deeds related to cooperative activities made by the Notary then deposited in the Notary's office.

To be appointed as Notary Maker of Cooperative Deed, a Notary must first follow debriefing in the field of cooperatives as regulated in Article 4b of the Decree of the State Minister for Cooperatives and Small and Medium Enterprises of the Republic of Indonesia Number 98 / KEP / M.KUKM / IX / 2004. After obtaining a certificate of evidence following the briefing in the field of cooperatives signed by the Minister, a Notary must report to the Head of Service / Agency in charge of the district / city level cooperative by attaching: Decree of Appointment as a Notary, Certificate of debriefing in the field of cooperatives, Office address and sample signature, example initial and notary thumbprint.

Principle of Notary Prudence

The prudential principles that can be implemented by a Notary in the process of making a deed include:

1. Make an Introduction to the Identity of the Face. In carrying out their duties to make a deed, the notary must first confronted parties who want to make an authentic deed. The notary must check the identities of parties such as Citizen Identification Card, Family register, or Passport and match the photograph of the Identity owner with the parties who wanted make an authentic deed, in order to prevent identity falsification of a deed.
2. Carefully verify the subject and the object data of the parties. The purpose and objective of verifying is to examine the subject data of the parties whether they are authorized and capable in carrying out legal actions so that they can fulfill the legal requirements of a deed. Example of being capable as an acting party is at least 18 years old or married according to Article 39 paragraph 1 letter a Notary Position Law. The process of validating object data also including the process of examining object documents brought by the registrar, for example checking the land certificate authenticity to the National Land Agency, or, whether a certificate is trully belongs to the person concerned (the user).
3. Provide a grace period for authentic deed work. In working on a deed in order to produce a good deed the notary should provide a grace period in the process of making the deed. The grace period will allow a careful and thorough work to avoid errors in working on the notarial deed, adjust to legal actions and their consequences.
4. Act prudently, punctuous, and accurate in the process of making the deed. In the process of making the deed, the words used into the deed should be carefully selected and arranged to avoid dispute by a notary due to the unclarity of words used or the appearance of multiple interpretation.
5. Fulfill all technical requirements for making a notary deed. To make a notarial deed away from any indication of legal problems, the notary must meet the formal and material requirements of making a notarial deed. The formal requirement is based on the Notary Position Act, the provisions regarding the formal requirements in making the deed are regulated in article 38 of the Law. - Notary Position. The material requirements that must be fulfilled in making an authentic deed are regulated in article 1320 of the Civil Code.
6. Report to the authorities if an indication of money laundering occurs in a transaction at a notary.

The precautionary principle must be implemented in making a notarial deed, namely, Identifying the parties based on his identity shown to the notary, Asking, then listening to and looking at the desires

or wishes of the parties, Check the evidence of the letter relating to the wishes or wishes of the parties, Give advice and make a deed framework to fulfill the desires or wishes of the parties, Fulfill all administrative techniques for making notarial deeds, such as reading, signing, giving copies and filing for original of the deed, Perform other obligations relating to the implementation of the duties and positions of a notary.

The results of the drafting interview with a Notary, said that the Application of the Principle of Notary Prudence in getting to know the appellants started from providing legal education and legal education to the parties. Apply the wishes of the parties in an authentic deed, without any contrary to the rules that apply, fulfillment of all the requirements by the parties, examination and check the documents. If the Notary has the ability in terms of legal actions desired by the parties, the risk of loss and disputes to the parties or the notary will be reduced.

When the appellants have fulfilled all the formal requirements, it is sufficient basis to for a Notary to carry out legal actions required by the parties. Notaries are not burdened to search for the truth materially, but when there is doubt and the strangeness of the documents that are required to make the deeds of the parties. Then the notary should look for the material truth of the documents. For the shake of achieving the principle of prudence of the Notary in getting to know the parties, when there are doubts and errors on the documents, the Notary should refuse to make an authentic deed, to achieve the principle of caution in knowing the parties and not to become a dispute in the future. The refusal to make an authentic deed by a notary should not due to the amount of material.

Notary also should seek possibility of money laundry when making an authentic deed for a transaction. Minister of Law and Human Rights Regulation Number 9 of 2017 concerning Application of the Principle of Recognizing Service Users for Notaries, requires the Notary to apply the principle of recognizing the services of his service users, Article 2 paragraph (2), namely: Service User Identification; Service User Verification; Service User Transaction Monitoring.

Article 2 paragraph (4) Notaries must report to PPATK, namely: Conduct business relationships with service users, there is a Financial Transaction with rupiah currency and / or foreign currency with a value of at least or equal to Rp. 100,000,000,000.00 (one hundred million rupiah), there are suspicious financial transactions related to the crime of money laundering and criminal acts of financing terrorism, or the notary doubts the accuracy of the information reported by the User.

It is still a problem and a contra for Notaries, where the Regulation of the Minister of Human Rights Law No. 9 of 2017 imposes a Notary to suspect the parties, whether the parties will take legal actions before a Notary is the result of suspicious transactions such as money laundering. This regulation is not in line with the obligations of a Notary Public in the Notary Position Law, until the time of this interview there was no socialization from the Notary Supervisory Board. So that the Notary has not run the Minister of Law and Human Rights Regulation No. 9 of 2017. The Principle of Notary Prudence in getting to know the appellants with each deed making must always begins by asking for the original document, adjusted to the legal actions to be carried out, and the consequences, checking and matching the documents shown by the parties. In making a deed, notary should carry out the case of in accordance with the Notary Operational Standards.

In accordance with Law Number 8 of 2010 concerning Prevention and Eradication of Money Laundering Crimes there are provisions regarding the obligations of Service Users, individuals or corporations conducting transactions with Reporting Parties. Obligations of Service Users are: provide the correct identity and information required by the Reporting Party, at least containing: self identity; sources of funds, the purpose of the transaction, fill out the form provided by the reporting party and attach supporting documents.

When the transaction is carried out for the benefit of another party, the Service User must include information about the identity, source of funds, and purpose of the other party's transaction. Furthermore it is regulated that the reporting party has obligations, including: Applying the Principle of recognizing Service Users (PMPJ) established by the Supervisory and Regulatory Agency (LPP). In applying PMPJ, reporting parties must: knowing the service user is acting for himself or for and on behalf of others, request identity information and supporting documents from service users or other parties, reject the transaction if the identity and or supporting documents are incomplete, keep records and documents of the identity of the transactor for at least 5 years since the end of the business relationship.

Classified in the Sense Of Deed

To be classified in the sense of deed, a letter must be signed, this is in accordance with the provisions in Article 1869 of the Civil Code which reads as follows: "A deed that cannot be treated as an authentic deed, either because it is not authorized, or incapable of the general official concerned or because of a defect in its form, has the power of privately made deed when signed by the parties".

The existence of a signature aims to distinguish one deed from another, so the function of the signature is to characterize a deed. Deed if distinguished from its form can be divided into two namely authentic deed and privately made deed. Thus, an authentic deed is not enough if the deed was made by or in front of the official, but the way to make an authentic deed must be according to the provisions stipulated by law. A deed made by an official without authority, without the ability to make it or fulfill the conditions, cannot be considered an authentic deed, but has the power of being a private deed if signed by the parties concerned.

What Are the Legal Consequences for a Notary Who Does Not Apply the Precautionary Principle in Making the Deed of Establishing a Cooperative?

As a state of law, Indonesia guarantee certainty, order and legal protection based on truth and justice. Certainty, order and legal protection require evidence that can clearly determine the rights and obligations of a person as a legal subject in society. Authentic deed as strong evidence has an important role in every legal relationship in various aspects of community life. The need for written proof in the form of authentic deeds is increasing in line with the growing demand for legal certainty in various economic and social relations. Through an authentic deed, the rights and obligations of the parties is expected to guarantee legal certainty and at the same time avoid disputes.

The role of a notary in a law state is as a legal servant who is given authority by the state. The notary of the Cooperative Deed has the duty to make an authentic deed as proof that a certain legal act has been carried out in the process of establishing a cooperative, amending the Articles of Association of the cooperative as well as other deeds related to cooperative activities to be asked for authorization from the competent authority. In this case the authorized official is the Minister of Cooperatives and SMEs. Original deed of establishment of a cooperative made by a notary public then kept in a notary office. This deed of establishment of a cooperative is the legal basis of a cooperative association and its members apply as law. The deed of establishment of the cooperative is a binding Articles of Association and must be obeyed by all members and management of the cooperative.

From functionality aspect, the deed functions as: *Formalitates causa* (formal function), a condition for the existence of something, *Probationes causa* (the only means of evidence) and Evidence (At least a deed is an evidence). The function of the cooperative deed established by a notary is as a condition for the existence of something (*formalitates causa*). As the intention is to complete or perfect a legal act, a deed

must be made. Here the deed is formal conditions for the existence of something, in other words without the deed there is no legal situation or legal relationship. Here the notary deed is a condition for the existence of a cooperative. So for the cooperative to be a legal entity, one of the conditions is that the cooperative must attach a deed of establishment of the cooperative made by a notary. If the cooperative does not have a cooperative deed established by a notary, the cooperative cannot be a legal entity.

The notary has the obligation to read the contents of the deed he made before the parties and witnesses, so the content of the deed is known, and according to the wishes of the parties. Without going through a notary, a certificate of cooperative establishment deed can be doubted by the other party who will establish cooperation with the cooperative. Deed that is made by a notary public as an authentic official document requires protection of the contents of the deed from misuse of irresponsible parties. To prevent this from happening, a notary must make a deed of establishment of a cooperative in accordance with the form and procedure established by law. According to Article 38 of the Law of Notary Position, the form and nature of the deed of each notary deed consists of: The head of the deed, contains: Title of deed; Deed number; Hours, days, dates, months and years; Full name and domicile of the notary. The Deed body, containing: Full name, place and date of birth, nationality, occupation, position, position, residence of the parties facing and / or people they represent; Information regarding the position of acting; Fill out the deed which is the will and desire of the interested parties, and Full name, place and date of birth, and occupation, position, position and place of residence of each identifying witness. End or closing of the deed, contains: A description of the reading of the deed; A description of the signing and place of signing or translation of the deed if any; Full name, place and date of birth, occupation, position, position and place of residence of each witness for the deed, and A description of the absence of changes in the making of the deed or a description of the changes that can be in the form of additions, deletions, or replacements.

According to Article 1888 of the Civil Code, it is stated that the strength of proof of written evidence is on the original deed. Based on the article, the strength of proof of a notary deed lies in the original of the deed. Authentic deed law which does not apply the precautionary principle in making the deed of establishing a cooperative, might induce problems with criminal potential that often occur in notary tasks include: Deed is made on the condition that the parties do not face each other; The identity data of one of the parties in the deed is deemed incorrect or is considered to provide false information; Data regarding the object agreed upon does not match the actual facts; Data provided by one or both parties is incorrect, so the notary deed issued is deemed to be a fake deed; There are two deeds circulating with the parties, with the same number and date but different contents; The signature of one of the parties in the original deed is falsified; The user uses another person's identity.

In carrying out his duties and positions in making the deed, the notary might possess mistakes either caused by unprofessional behavior or taking sides with one of the parties so that problems occur in the deed he made. As a general official who is authorized to make an authentic deed notary often acts inadvertently which results in legal problems, both in the realm of criminal law, civil law and administratively, this is because the parties that make the authentic deed provide false documents or provide false information to a notary public, causing legal problems with the authentic deed he made. Article 84 of the Notary Position Law states that: "The act of violation committed by a notary to the provisions as referred to in Article 16 paragraph (1) of letter i, Article 16 paragraph (1) letter k, Article 41, Article 44, Article 48, Article 49, Article 50, Article 51, or Article 52, which results in a deed having only the power of proof as a deed under the hand or a deed being null and void by law can be a reason for the party suffering losses to demand compensation, compensation and interest to the notary. "

The difference between degradation and the cancellation of an authentic deed is when it is declared null and void by the judge, then the authentic deed is declared not to exist. The legal consequences need to be distinguished between declared null and void that is subjective conditions, while that are declared

invalid or null and void by law are objective conditions. Notary Deed is canceled for the shake of law means the result of legal actions carried out by the notary have had no effect since the occurrence of the law or receded, null and void by law. This cancellation is based on A Court Decision that has permanent legal force. The result of legal action can be canceled as a result of having no legal effect since the cancellation occurred. The cancellation or legal action depends on a particular party, which causes the legal action can be canceled. A deed whose sanction can be canceled, remains in force and is binding as long as there is no court decision that has permanent legal force invalidating the deed.

The provisions on sanctions contained in Chapter XI of the Notary Position Law, including Article 84, were deleted, because Law Number 2 of 2014 concerning Amendments to the Notary Position Law included sanctions in certain articles. Adjustments to the imposition of sanctions that are applied in Law Number 2 of 2014 in certain articles include, among others, a statement that said Deed only has the strength of proof as a private deed, oral warning / written warning, or claim for compensation to a notary. Sanctions deed null and void are no longer found in Act Number 2 of 2014. The notary in fulfilling of one's interests must carry out their role in such a way that it is not harmful to the interests of the others. An adverse notary, for example, makes a deed that does not protect the rights of the parties as contained in a notarial deed. The sanction is the loss of trust in the Notary. The sanction of law violation committed by a Notary depends on the judge's decision. The claim exist when any of the parties are harmed because of the mistakes and negligence of the Notary. In this situation, the applicant can ask for compensation.

Legal Remedies That Can Be Done by a Party affected by the notary observance:55 If there is a party who feels aggrieved due to the inaccuracy of the notary in carrying out his position, that party may sue for compensation, cost, and interest by filing a lawsuit in the district court. Other legal effort is to report to the Regional Supervisory Council so that the Notary concerned is subject to sanctions. Sanction process, including: The process of imposing sanctions on a notary who is subject to legal sanctions is to file a lawsuit with the district court.

The rules governing the procedure for imposing administrative sanctions on notaries are stipulated in the Minister of Law and Human Rights Regulation of the Republic of Indonesia Number 61 of 2016 concerning Procedures for Imposing Administrative Sanctions on Notaries. Administrative sanctions are imposed only if the Notary is proven to have violated the provisions of certain articles as regulated in Article 85 of the Notary Position Law. Administrative sanctions as stipulated in the Act, can be said to consist of 5 (five) types of sanctions, namely: 1) verbal reprimands; 2) written warning; 3) Temporary dismissal; 4) Dismissal with respect; 5) Disrespectful dismissal.

Conclusion

Indonesian law requires a notary to apply the precautionary principle in carrying out his position, this is as regulated in the Law of Notary Position and in the Minister of Law and Human Rights Regulation No. 9 of 2017, where the Notary is obliged to identify the parties that will act as the founder of the cooperative, checking carefully the object of the deed, giving a grace period in the working out of the establishment of the cooperative, and the notary must conduct counseling and coaching to prospective cooperative members before the cooperative deed is made, this is intended to prevent the notary from being entangled in legal problems that might occur at a later time.

1. In the Notary Position Act, it is stipulated that when a Notary in carrying out his duties and positions is proven to have committed a violation, the Notary may be subject to criminal sanctions, civil sanctions, and administrative sanctions. As stipulated in Article 84 of the Law of Notary Position, that the legal consequences for notaries who do not apply the precautionary principle in carrying out their positions that can lead to a deed only has the power of proof as a private deed or

the notary deed can be canceled and if it turns out there legal defect so that the deed loses its authenticity and is detrimental to the parties concerned, the notary may be sued for reimbursement, compensation and interest.

References

Books

Salim, H.S. (2015). *Teknik Pembuatan Akta Satu*, PT Raja Grafindo Persada, Jakarta.

Salim, H.S. (2018). *Peraturan Jabatan Notaris*, Sinar Grafika, Jakarta, 2018.

Adjie, H. (2009). *Meneropong Khazanah Notaris dan PPAT Indonesia (Kumpulan Notaris dan PPAT)*, P.T. Citra Aditya Bakti, Bandung.

Wisudawan, I.G.A. (2017). *Hukum Koperasi Indonesia*, Pustaka Bangsa. Jakarta.

Law Regulations

Civil Code.

Government Regulation No. 4 of 1994 concerning Requirements and Procedures for the Establishment and Amendment to the Articles of Association of Cooperatives. State Gazette 19/8; Additional State Gazette No. 3540.

Law No. 2 of 2014 concerning Amendment to Law No. 30 of 2004 concerning Notary Position. Additional State Gazette No. 5491.

Law No. 25 of 1992 concerning Cooperatives. Additional State Gazette No. 3052.

Ministerial Decree No. 98 of 2004 concerning the Notary Public as the Maker of Cooperative Deed.

Regulation of Minister of Law and Human Rights No. 9 of 2017 concerning Application of Principles for Recognizing Service Users for Notaries.

Regulation of the Minister of Cooperatives and Small and Medium Enterprises of the Republic of Indonesia No. 16/Per/M.KUKM/IX/2015 concerning Savings and Loans and Sharia financing.

Regulation of the Minister of Cooperatives and Small and Medium Enterprises of the Republic of Indonesia No. 15/Per/M.KUKM/IX/2015 concerning Cooperative Savings and Loans.

Regulation of the Minister of Cooperatives and Small and Medium Enterprises of the Republic of Indonesia No. 10/Per/M.KUKM/IX/2015 concerning Cooperative Institutions.

The 1945 Constitution of the Republic of Indonesia.

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