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RESPONSIBILITY OF THE NOTARY TO THE PARTIES IN TERMS OF BINDING PURCHASE AGREEMENT (PPJB) BASED ON THEIR LEGAL ANALYSIS

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ABSTRACT
A notary is an extension of the government's duty to carry out its responsibilities in the civil field. The presence of a notary is neutral, meaning that it is not affiliated with the government or private agencies, so because of its independence, it does not have to report to the agency but is accountable to the public in this matter to itself. The research method used is normative juridical, where the law is the primary material, jurisprudence, books and journals as secondary material and websites and social media as tertiary material. There are two types of Notary deeds regulated by UUJN, namely actual and authentic. The deed of release is made at the parties' request. It records everything discussed by the parties relating to legal acts or other actions committed by the parties and is outlined in the Notary Deed. While the legal position of Notaries and parties in the sale and purchase binding agreement (PPJB) different, the legal status of Notaries is as a general official who regulates the making of authentic deeds that must be carried out based on the agreement and conditions agreed by the parties. Notaries play a critical role in ensuring that deeds of sale and purchase are legally binding contracts that comply with applicable laws and regulations. Both the seller and buyer must also adhere to the terms of the transaction, while notaries are accountable for their actions and must maintain the highest standards of integrity in fulfilling their duties.

Keywords: legislation, parties, notary.

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INTRODUCTION

Talking about a notary means talking about the country. One of the tasks of the state entrusted to an agency or legal entity is to a notary (Davidson, 2012). A notary is an extension of the government in a country, especially the form of Indonesia, which has delegated one of its duties to a notary to carry out one of the duties and functions of the state in a particular field, namely the civil sector (Gusnia, 2018).

The task of the Notary assigned by the state to him is related to the needs of the community who wish to obtain legal assistance where the Notary, in carrying out his functions, must be neutral and balanced so that the community's interests are protected (Syaifuddin, 2022). A notary is a noble profession given to someone capable and qualified to accept the task (Mowoka, 2014).

The presence of a Notary is neutral, neutral in that he is not affiliated with any government agency, not the executive, legislative or judiciary. Still, he stands upright, neutral only to serve the needs of the people who need legal assistance, especially in civil matters. So, the position of Notary was born because, on the one hand, the community needs it; on the other hand, the state is obliged to prepare its tools for the needs of that community. This position of Notary only goes through socialization after some time. Still, he is here to answer the community's needs in the civil field,

which must be related to written evidence with authentic conditions, events and legal actions from a community (Taofik, 2021).

Through its laws and regulations, the state has attributively assigned a Notary to assume the position of a public official where the position is an honourable position given to him by the state. Therefore, a Notary in his appointment is directly appointed by a minister, namely the minister of law and Human Rights, who is then selected and covered by an article in it known as the UUJN, namely the Notary Office Law. Article 2 UUJN says that a Notary in carrying out his duties can carry out his duties freely without any intervention or interference from any institution, Department, or agency, both government and private agencies (Saifuddin, 2021).

Because none of the departments influences him, he works freely, independently, and independently, aka neutral. Even though there is state or government intervention in terms of appointment, in this case, it is the Department of Law and human rights. Still, suppose a Notary has been appointed and legalized. In that case, it works and decides its civil cases independently, meaning it does not have to report to superiors or subordinates.

A Notary is not a civil servant who gets a salary from the state, but a private person, which is why he has no moral burden in his work to report to the government or the state. The civil work in question is related to doing an authentic deed with the proper legal structure to be accountable to its clients. UUJN, or PJ PPAT (Land Deed Making Officer), has full authority in all matters relating to public law or what is commonly referred to as private law (Winahyu, 2022). It is called that because he is only responsible for the interests of his clients, interests in matters of deeds he made authentically, regarding deeds, agreements and provisions required by law.

In addition, a Notary is also authorized to time and place, meaning that in carrying out his duties, he must be following the time and place, namely following the establishment of domicile and the position area of the Notary official concerned by guaranteeing time for the clients listed in the deed (Ramadhan & Permadi, 2019). Even though a notary official has the freedom to make decisions, he still must refer to a notarial statutory guideline so that in legal relations, in terms of his statement must be authentic because it acts as a means of proof for the parties who provide information and is poured into a notarial deed so that it becomes original deed.

Based on the above background, the purpose of this study is to find out and analyze the notary's responsibility to the parties in the terms of the binding sale and purchase agreement (PPJB) based on legal analysis. So, this study has significant benefits in clarifying the notary's responsibilities in the binding sale and purchase agreement (PPJB). In practice, notaries act as responsible parties to ensure that the agreement meets applicable legal requirements and protects the interests of all parties involved. By conducting a legal analysis of the notary's responsibilities in PPJB, this research can help clarify the role of notaries and ensure that notaries fulfill their responsibilities appropriately. In addition, this research can also help the parties involved in the agreement to understand their rights and obligations, as well as protect their interests in the sale and purchase transaction

METHOD

The method used is the Normative Juridical method, where the main material, which is the primary, is legislation. In contrast, the nature of the research uses descriptive analysis, where the

exposure and purpose are to obtain a complete picture of the legal situation (Suryadi, 2016). The legal approach uses the doctrinal law method whose sources are primary legal materials, namely legislation, the secondary is jurisprudence, and the tertiary is journals, websites, and social media.

RESULTS AND DISCUSSION

Legal Position of Notary and Parties to the Sale and Purchase Agreement (PPJB).

There are two types of Notary deeds stipulated by UUJN, which are located as authentic deeds according to the form and procedure; a) a Deed drawn up by a notary (release deed) (Nurwulan, 2018), namely a deed drawn up by a notary is a deed drawn up at the request of the parties so that the notary records or writes down everything discussed by the party relating to legal actions or other actions taken by the parties and outlined in a notarial deed (Pramono, 2015); b) Deed made before a Notary (deed partij), namely a deed made before a Notary at the request of the parties, where the Notary is obliged to hear statements or statements of the parties which are stated or explained by the parties themselves before the Notary. A binding sale and purchase agreement was made by a Notary in front of the parties regarding what actions were carried out by the parties, which the parties signed and two witnesses and witnessed by the Notary himself (Munandir & Luth, 2017).

So that after the contents of the agreement are signed by both parties, the contract will automatically bind both parties and make it a law for the parties. Article 1338 of the Civil Code states that all agreements made legally apply as laws for those who make them; an agreement cannot be withdrawn other than by agreement of both parties or for reasons stated by law as sufficient for that. In that article, it is also noted that an agreement must be carried out in good faith, meaning that at the time a legal relationship comes into effect, the conditions for the commencement of a legal relationship are fulfilled and when the rights and obligations of the parties are exercised following what has been agreed upon and signed in the deed of a binding sale and purchase agreement (Sinaga, 2020).

In addition to the involvement between the seller and the buyer in different positions, the Notary must also be involved in the process. The position of each party is; a. Notary Public; 1) Notary as a public official who has the authority to make authentic deeds related to actions, agreements and decisions desired by the parties as regulated in Article 15 paragraphs (1), (2) UUJN. 2) Notary states what is the will of the parties, which of course, is not based on their own will but must still refer to the corridors of existing legislation; 3) When signing the deed of sale and purchase carried out by the parties, all problems with both must be resolved first, such as payment of the price of the sale and purchase transaction has not been paid off. It must be paid off first, and if there are still obstacles to both, then there will be no signing of the deed of sale and purchase. b. Seller; 1) that the provisions that become the object being traded are not currently involved in a dispute is, not under confiscation, belong to the first owner and cannot be transferred by the first owner, and are not under debt guarantees; 2) Should provide valid identity data and information to the Notary; 3) Must first carry out the obligations stipulated in the sale and purchase agreement, for example, the right holder has died so there must be a process of inheritance carried out by all heirs, where during the process the management of the inheritance is up to the name of the heirs; 4) The seller avoids actions that violate the binding sale and purchase agreement, such as selling the object of the

agreement to another party. c. The buyer's position in the binding sale and purchase agreement is to carry out the obligations listed in the binding sale and purchase agreement, such as making sales and purchase payments which are paid in stages (Rosadi, 2020).

The Responsibilities of the Parties to the Agreement in the Sale and Purchase Binding Agreement Made Before a Notary

Several things are the responsibility of both parties, which are regulated in the PPJB such as (Salim & Pandamdari, 2019); a) The selling party; the seller, must fulfil all the elements or conditions that are the responsibility of the seller, including; 1) The term of the certificate is still the right to use the building and the buyer wants to buy with a right of ownership; 2) The certificate has not been split; 3) The right holder dies; 4) The certificate is still in control of the bank; 5) Certificate with the status of land belonging to the people. If the seller does not complete the above rights, the buyer will not pay off the remaining payment and will only pay off if the seller has completed the terms. b) Buyer Party; is responsible for paying off the rest of the sale and purchase payments to the seller if the seller has completed the requirements made in front of the PPAT. Both should be responsible for what has been agreed by both parties, which has been stated in the PPJB. If one or both parties, if one or both conditions are not met, then one or both have defaulted, where both have been bound to a contract which has become the rules outlined in the PPJB.

Some of the things that lead to defaults committed by one of the buying and selling actors include (Hutabarat & Slamet, 2015). 1) The seller in carrying out the arrangement, which results in delays in carrying out AJB such as the inheritance process; 2) The buyer postpones the payment of a price that has been previously agreed upon and makes the payment past due; 3) The buyer does not pay the penalty for the delay in making payment of the agreed price. Therefore, with a PPJB made by a Notary, it must be clearly stated that the legal actions carried out by both parties can be proven in the deed he made. So that the Notary, in this case, should not also contain formulations that can cause disputes because they need to be completed and clear; in other words, a legal action that has been carried out by the parties to the deed is authentic evidence.

CONCLUSION

the role of the Notary in a sale and purchase binding agreement is crucial as a public official who has the authority to do authentic deeds that are in accordance with agreed actions, agreements, and decisions of the parties. The Notary's responsibility is to ensure that the sale and purchase agreement's terms and conditions are met and that any obstacles to signing the agreement are resolved beforehand. The parties involved in the sale and purchase agreement must also fulfill their responsibilities by completing the agreed conditions and terms. The Notary has criminal and legal responsibility for the deed made, and they may be summoned to attend a trial in a district court. Despite this, the Notary must adhere to the oath/pledge of office unless the law dictates otherwise.

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