

## The Making of Authentic Deeds by Notaries Without the Presence of the Parties During the Covid 19 Virus Pandemic

Satria Bagas Pratama  
Universitas Jendral Soedirman

---

### Article Info

#### Article history:

Accepted: 3 October 2024

Published: 1 December 2024

---

### Keywords:

Authentic Notary;

Notary Public;

Pandemic;

Covid-19.

---

### Abstract

Notaries are authorized by law to make authentic deeds. When presenting their wishes, they are required to appear before a Notary as stated in Article 38 paragraph (3) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notaries. However, at the beginning of 2020, Indonesia was hit by the spread of the Covid-19 virus, which prompted the government to carry out large and small scale efforts in all sectors. This influence affects the notary's performance in carrying out his duties and powers. The cyber notary concept has become an alternative method during the Covid-19 pandemic. The absence of the parties to appear has affected the strength of the notarial deed. This research method is normative with secondary data sources using primary, secondary and tertiary legal materials. A notarial deed made without a presenter has the power of a private deed, but can be upgraded to an authentic deed when the presenter comes before the notary, signed by the notary, the parties and the witness.

This is an open access article under the [Lisensi Creative Commons Atribusi-BerbagiSerupa 4.0 Internasional](https://creativecommons.org/licenses/by-sa/4.0/)



---

### Corresponding Author:

Satria Bagas Pratama

Universitas Jendral Soedirman

Email: [satriabagaspratama05@gmail.com](mailto:satriabagaspratama05@gmail.com)

---

## 1. INTRODUCTION

The Notary profession has long been known in Indonesia, even long before Indonesia became independent, namely during the Dutch colonial rule. Initially, the existence of a Notary was a necessity for Europeans in Indonesia in an effort to create authentic deeds, especially in the field of trade. The position of notary is a public position that is required by statutory regulations and is also an extension of the government with the aim of assisting the public in making deeds as valid written evidence, whether made by a Notary or made before a Notary. A deed made before a notary or made by a notary is an authentic deed according to the form and procedures determined by law. A notary's responsibility for the deed he has issued is for life, therefore usually in carrying out his office a notary is often called to be a witness and can even be made a suspect in relation to authentic deeds that are considered problematic.

An authentic deed contains the concept of truth where the authentic deed can not only prove that the parties have summarized what has been agreed upon and then written down in the deed, but also that what has been explained in the deed is true. An Authentic Deed itself has three evidentiary powers, namely formal evidentiary powers which prove between the parties that they have explained what is written in the deed. The strength of material evidence that proves that between the parties the events mentioned in the deed have indeed occurred. The strength of the evidence is binding which proves between the parties and the third party that on the date stated in the deed in question they had appeared before a public official and explained what was written.

In Article 16 of Law Number 2 of 2004 concerning the Position of Notaries (hereinafter referred to as UUJN) paragraph (1) letter (a) in carrying out their office, notaries are obliged to act in a trustworthy, honest, thorough, independent, impartial manner and safeguard the interests of the parties involved in the legal action. The meaning

of "carefully" in this article can be interpreted as thorough, thorough and careful, in carrying out your duties you must be as careful as in getting to know the parties involved as stated in the deed. If the notary is not careful in checking important facts, it means the notary is acting carelessly.

Carrying out the duties and position of a Notary, apart from having to submit and comply with UUJN and the Code of Ethics, of course you must pay attention to principles, one of which is the principle of prudence. In terms of getting to know the visitors who come to the office. The notary must really be able to get to know the presenters, so that there are no mistakes in recognizing and carrying out their duties in terms of making deeds. Reading a deed is important so that the parties who sign and witness the birth of the deed are truly fully aware of the matters agreed and stated and also the legal consequences.

Article 38 paragraph (3) letter c UUJN emphasizes that the contents of the deed constitute the wishes and desires of the parties who come before the notary. In this way, the contents of the deed are the wishes or desires of the parties themselves, not the wishes or desires of the notary, but the notary only frames it in the form of a notary deed in accordance with the UUJN.

However, at the beginning of 2020, Indonesia was hit by a disease outbreak with the spread of the Covid-19 virus throughout Indonesia and other countries in the world. With this incident occurring, of course the Indonesian government issued several restrictive policies and regulations on a macro and micro scale. All work, including carrying out the position of Notary in the current Covid 19 pandemic, occupational safety and health is an important factor that can influence employee productivity. The risk of contracting the Covid-19 outbreak from clients could occur because the Covid-19 protocol is not running well. This of course can have an impact on the notary's performance level. For this reason, the Notary must prepare the steps or prerequisite documents for the completeness of making the deed, this is intended in the process of concluding an agreement, not having to face the parties in the process of making the deed makes it difficult for the Notary in making the deed. Based on this, the author raised the title "Authentic Deed Made by a Notary Without the Parties Present During the Covid 19 Virus Pandemic"

## **2. RESEARCH METHOD**

The research method used in this research is a qualitative method using a Normative Juridical approach. The normative juridical approach is an approach based on the main legal material by examining theories, concepts, legal principles and statutory regulations related to this research.

Apart from that, this research uses a Normative Juridical approach in research This Some secondary data related to the literature review was also used. Data collection in this research method was carried out using a library approach, namely by studying books, statutory regulations and other documents related to this research relating to Number 30 of 2004 Juncto Law Number 2 of 2014 concerning Notary Positions and Decisions President of the Republic of Indonesia Number 12 of 2020 concerning Determining the National Disaster for the Spread of CoronaVirus Disease 2019 (Covid-19) as a National Disaster.

## **3. RESEARCH RESULTS AND DISCUSSION**

### **Research result**

The term "deed" in Dutch is called "acte", in English it is called "act" or "deed". Based on the Big Indonesian Dictionary, a deed is defined as "a letter of evidence containing a statement (information, confession, decision, etc.) regarding a legal event that occurred. made according to applicable regulations, witnessed and ratified by an official official."

The words "official official", "executing agency" or "authorized employee" refer to the understanding of a special official who is entrusted with the task of making a deed. Official officials are officials appointed by the state, including notaries as public officials or government officials as public officials. Article 1867 of the Civil Code states that there is the term Authentic Deed, and Article 1868 of the Civil Code provides limitations on the elements of what is meant by an authentic deed, namely:

- a. The act should be made by (door) or in front of (ten overstaan) a public official.
- b. The act should be made in the form determined by law.
- c. Public servants (public officials) by or in front of whom the deed is made must have the authority to make the deed.

Authentic or Authentic can be interpreted as: General in nature, official in nature, providing perfect proof (from documents) especially in deeds. Special notaries are appointed to make authentic deeds either at request or on orders, but also several state officials have the right to make them regarding matters related to their duties and work. A deed made before or by a Notary is an authentic deed according to the form and procedures stipulated in the UUJN, this is in line with the opinion of Philipus M. Hadjon, that the requirements for an authentic deed are:

- a. In the form determined by law (standard form)
- b. Made by and in the presence of public officials.

It was also stated by Irawan Soerodjo that there are 3 (three) essential elements in order to fulfill the formal requirements for an authentic deed, namely:

- a. In the form determined by law.
- b. Made by and in the presence of the General Office.
- c. A deed made by or before a public official who is authorized to do so and at the place where the deed is made.

An authentic deed has perfect evidentiary power and it can also be determined that anyone is bound by the deed, as long as it cannot be proven otherwise based on a court decision that has permanent law. Article 1868 of the Civil Code is the source for the authenticity of notarial deeds and is also the basis for the legality of the existence of notarial deeds, with the following conditions:

**a. Acts made by (door) or in front of (ten overstaan) a General Officer.**

Article 1 number 7 UUJN determines that a notarial deed is an authentic deed made by or in the presence of a notary according to the form and procedures determined by UUJN and implicitly in Article 58 paragraph (2) UUJN it is stated that notaries are obliged to register deeds and record them. all deeds made by or before a notary.

The deed referred to by the (door) notary in notarial practice is called a deed of release or a deed of minutes which contains a description of the notary that the notary himself saw and witnessed at the request of the parties, so that the actions or deeds of the parties that are carried out are written down in the form of a notarial deed. A deed made before (ten overstaan) a Notary, in notarial practice is called a party deed, which contains descriptions or information, statements of the parties given before a notary or narrated before a notary. The parties wish that the description or information be included in the form of a notarial deed.

Making notarial deeds, both relaas deeds and party deeds, is the main or core basis for making notarial deeds, namely that there must be a wish or will and request from the parties, if the wishes and requests of the parties are not then the notary will not make the deed in question. To fulfill the wishes and requests of the parties, the notary can provide advice while remaining based on legal regulations. When the notary's advice is followed by the parties and stated in a notarial deed,

however, this remains the wish and request of the parties, not the notary's advice or opinion or the contents of the deed are the actions of the parties, not the actions or actions of the notary.

This understanding is one of the juridical characteristics of a notarial deed, it does not mean that the notary is the perpetrator of the deed, the notary is outside the parties or is not part of the parties to the deed. With the position of a notary like that, if a notarial deed is disputed, then the notary's position remains not as a party or participating in carrying out or assisting the parties in criminal law qualifications or as a defendant or co-defendant in a civil case. Placement of a notary as a party who participates in or assists the parties with the qualifications of making or placing false information into an authentic deed or placing a notary as a defendant in relation to a deed made by or in the presence of a notary, then this has infringed the notarial deed and the notary is not understood. by other law enforcement officials regarding the position of notarial acts and Indonesian notaries. No one can provide a different interpretation of a notarial deed or in other words be bound by the notarial deed. The correct level of notarial law regarding notarial deeds and notaries, if a notarial deed is disputed by the parties, then:

1. The parties come back to the notary to make a cancellation deed on the deed, and thus the canceled deed is no longer binding on the parties, and the parties bear all the consequences of the cancellation.
2. If the parties do not agree that the deed in question will be annulled, one of the parties can sue the other party, with a lawsuit to degrade the notarial deed into a private deed. After being demoted, the judge examining the lawsuit can provide his own interpretation of the notarial deed that has been degraded, whether it remains binding on the parties or is cancelled, this depends on the evidence and the judge's assessment.

**b. The act should be made in the form that has been determined by law**

While the Notary Regulations are still being applied to notaries, it is still doubtful whether the deeds made comply with the law. The first arrangement for an Indonesian notary is based on the Instruktie voor de notarissen Residerende in Nederlans Indie with Stbl. No. 11, March 7 1822, then with the Reglement op Het NotarisAmbt in Indonesia (Stbl. 1860:3) and the Reglement in comes from Wet op het Notarisambt (1842), then the Reglement was translated into Regulations on the Office of Notaries. Even though notaries in Indonesia are regulated in the form of regulations, this is not a problem because since the notary institution was born in Indonesia, the regulation has been nothing more than a regulation, and institutionally with Law Number 33 of 1945, which does not regulate the form of deeds. After the birth of the UUJN, the existence of a notarial deed was confirmed because its form was determined by law, in this case specified in Article 38 UUJN.

**c. The public official by - or before whom the deed is made, must have the authority to make the deed.**

The normative provisions in the UUJN are justified theoretically. Apart from being required by law, the presence of a notary is also proof of the trust that the legislators have in the notary to provide guarantees of protection and legal certainty relating to the rights and obligations of the parties stated in the notarial deed. The duties and functions carried out by the notary as a state organ indicate that what he does is based on the power of the law.

## Discussion

The obligation to sign in the presence of a notary makes it impossible to make a notarial deed without physical presence or electronically. This indication shows that UUJN does not provide loopholes for making deeds that are not in accordance with the mechanism or that do not meet the formality requirements for making deeds in accordance with UUJN provisions, and the authority of notaries as general officials who make authentic deeds is mandated by law to eliminate juridical implications for stakeholders and to the notary in order to fulfill the objectives of protection and legal certainty of the deed. If the mechanisms and formality requirements in accordance with the UUJN are not carried out by a notary, then there are several juridical implications, including:

- a. if not fulfilled, then the Act only has the power of proof as a deed under hand (Article 16 paragraph (9) UUJN);
- b. can be used as a reason for the party experiencing loss to demand compensation and interest from the notary;
- c. does not provide guarantees related to the certainty of the date of making the deed (Article 15 paragraph (1) UUJN)
- d. does not allow the notary to fulfill the obligation to save the minutes of the deed in the notarial deed protocol. In the sense of archiving original notarial deed documents (Article 16 paragraph (1) letter b UUJN)

In April 2020, the President of Indonesia issued Presidential Decree Number 12 of 2020 concerning the Determination of the National Disaster for the Spread of CoronaVirus Disease 2019 (Covid-19) as a National Disaster, this explains that the Covid-19 pandemic is classified as a Force Majeure situation or known as *Overmacht*.

Force Majeure is a concept in civil law and is accepted as a principle in law. Mochtar Kusumaatmadja stated that force majeure or *vis major* can be accepted as an excuse for not fulfilling obligations due to the loss/disappearance of the object or goal that is the subject of the agreement. This situation is aimed at physical and legal implementation, not just because of difficulties in carrying out obligations. The regulation of Force Majeure in Indonesia is contained in Article 1244 of the Civil Code and Article 1245 of the Civil Code, however, if we examine it further, these provisions place more emphasis on how to compensate for costs, losses and interest. However, it can be used as a reference as a force majeure regulation. The force majeure clause provides protection against losses caused by fire, flood, earthquake, rainstorm, hurricane, (or other natural disaster), power outages, catalyst damage, sabotage, war, invasion, civil war, rebellion, revolution, military coup, terrorism, nationalization, blockade, embargo, labor disputes, strikes, and sanctions against a government. Based on existing regulations, what a Notary must do when making an authentic deed during the Covid-19 pandemic, includes:

- a. provide legal services (making notarial deeds) directly (facing) or face to face in accordance with the provisions contained in Article 16 paragraph (1) letter m UUJN and its explanation
- b. implementing health protocols in accordance with the provisions stipulated in Governor Regulations/Mayor Regulations or Regent Regulations in each region in Indonesia which include:
  1. wear a mask according to health standards
  2. Keep a distance of 1-2 meters
  3. no gathering (More than five people)
  4. reduced mobility.
- c. holding a GMS via audio visual based on Article 77 of Law no. 40 of 2007 concerning Limited Liability Companies (hereinafter the PT Law), and
- d. The results of the GMS via audio-visual are signed electronically based on the ITE Law.

The continuing development of technology requires society to be able to adapt to the changes that occur. To be able to adapt to changes, the law must also be able to keep pace by making changes. Entering the development of a social environment that demands that everything be completed quickly and accurately, the notary profession is increasingly needed by the public. Therefore, the demand to complete deed preparation quickly and accurately becomes an obligation for the continuity of the profession. The use of the cyber notary concept is a concept that benefits Notaries because the process of making deeds becomes faster, easier and more efficient. However, for Notaries, the provision of services using the cyber notary concept still cannot be applied because it is not strictly and clearly regulated and formal requirements are not met to support the validity of a Notarial deed which refers to UUJN, namely as follows:

1. The deed is made in front of an authorized officer (Article 15 paragraph (1) Law of the Notary Department)
2. The deed must be attended by the parties (Article 16 paragraph (1) letter I UUJN)
3. The deed must be read and signed directly by the parties, witnesses and Notary (Article 16 paragraph (1) letter m UUJN)
4. Both parties are known and introduced to the Notary (Article 39 of the Law on the Position of Notaries)
5. The deed must be attended by two witnesses (Article 40 UUJN).

These formal requirements are accumulative and not alternative, where if even one condition is not met then the notarial deed is formally defective and can become a private deed or be void by law. Legal certainty is a very important aspect in making an authentic deed by a Notary. Because it will be a problem for the parties if they experience losses because there is no legal protection for the parties, the Notary could even be caught in a legal case because there are no clear legal rules relating to deeds made electronically. Notaries need regulations that serve as guidelines for making electronic deeds

The cyber notary concept that has been accommodated is in terms of authority through the online Directorate General of General Legal Administration system (Ditjen AHU online). In its current development, the online AHU Directorate General's services include:

1. Publication of news written by Public Relations (PR) Directorate General of AHU
2. Submission of applications for the use of the name of the Association which can be accessed by the general public and Notaries
3. Submission of applications for legalization of the establishment of PT, Foundations and Associations which can only be accessed by a Notary
4. Submission of applications for establishment/validation, changes to the articles of association, dissolution, merger, acquisition and separation of PT data
5. Registration, amendment and Royalty Fiduciary services which can only be accessed by Notaries
6. Submission of application for the establishment of an association
7. Application for Legalization
8. Will reporting that can only be accessed by a Notary
9. Registration for Notary candidates
10. Complaints by the general public and Notaries. Cyber notary should be implemented in Indonesia because it has been mentioned in the Explanation to Article 15 Paragraph (3) UUJN, but unfortunately there are no further regulations. Because there are no regulations governing it

This Cyber Notary has consequently hampered the development of the notarial profession in serving the needs of society. Legal services for notarial services based on the cyber notary concept require a clear legal basis/legal umbrella so that they can be used as

a reference for a Notary in carrying out their authority and providing services to the general public, so that services for making Notarial deeds based on cyber notary during the COVID-19 pandemic have guarantee of legal certainty for Notaries

However, the Cyber Notary concept has been implemented by Notaries such as implementation at the General Meeting of Shareholders of Limited Liability Companies where the deed is a type of *relaas deed*. This is because Article 77 of Law Number 40 of 2007 concerning Limited Liability Companies states that holding a General Meeting of Shareholders (GMS) can be carried out via teleconference, video conference, or other electronic media which allows all GMS participants to see and hear as well as directly participate in the meeting. And during the legal entity registration process through the online system of the Directorate General of General Legal Administration (Ditjen AHU online) it is a sign that notaries in Indonesia have started to use computer systems and the internet in carrying out their official duties. The online AHU Directorate General itself is a system created by the Ministry of Law and Human Rights to carry out a number of activities, including reporting wills, registering legal entities and registering to be appointed as a notary.

According to researchers, although cyber notary does not yet have a legal basis that provides legal certainty in its creation, notaries in making deeds using the cyber notary concept can use the Information and Electronic Transactions Law as the basis for making deeds because the provisions of Article 16 paragraph (1) letter m can be deviated from. considering that article 16 paragraph (7) UUJN opens up opportunities for Cyber Notary because it is not mandatory to read the Deed in front of a notary if the presenter wishes that the Deed not be read because the presenter has read it himself, knows and understands its contents, provided that this is stated in the closing of the Deed and On each page of the Deed Minutes it is initialed by the presenter, witness and Notary. Likewise with signatures that can be done electronically as regulated in Article 1 paragraph (12) of the Electronic Information and Transactions Law. A digital signature that uses asymmetric cryptographic technology uses two keys, namely a private key and a public key, so there is evidence that the electronic deed is the sender's own will.

An electronic deed is attached with a certified digital signature and can therefore have evidentiary force in court. This is because digital signatures are required to be registered with the Certification Authority (CA), so the existence of the CA can be considered and act as a public official, so that by utilizing the infrastructure provided by the CA, especially the ability to know when an electronic transaction was signed. An electronic deed containing a digital signature that has received a certificate from the Certification Authority means that the authentication of a deed will be more guaranteed and the electronic signature will be difficult to forge due to the unique combination of the document and private key.

The making of an electronic deed during the Covid-19 Pandemic can be justified and its evidentiary strength is equal to a private deed and can be upgraded to an authentic deed when the applicant appears before a notary for validation, and is initiated by the witness and the Notary. Notaries as public officials who make deeds using the cyber notary concept are protected by the Information and Electronic Transactions Law by applying the principle of *lex specialis derogat lex generalis*, which means that special laws overrule general laws, in this case the Information and Information Law. Electronic Transactions override UUJN.

By being able to implement the cyber notary concept, technically the notarial practice of the parties cannot meet in person. This supports the rules regarding the Implementation of Large-Scale Social Implementation as regulated in Law Number 6 of 2018 concerning Health Quarantine, the implementing regulations of which are regulated in Government Regulation of the Republic of Indonesia Number 21 of 2020 concerning Large-Scale Social Restrictions in the Context of Acceleration. Handling CoronaVirus Disease 2019. Apart

from that, the rules regarding Large-Scale Social Restrictions are also regulated in Presidential Decree Number 11 of 2020 concerning Determining a Public Health Emergency. This is a government priority at this time in order to stop the spread of the Covid-19 virus.

#### 4. CONCLUSION

Deeds made electronically are considered not to meet the requirements as authentic deeds as regulated in statutory provisions. Article 1868 of the Civil Code explains that an authentic deed is a deed made in the presence of a public official who has the authority to do so. Article 1 number 7 UUJN explains that an authentic deed is made by a notary based on the form and procedures stipulated in law. Article 16 paragraph (1) letter m UUJN also explains that an authentic deed must be read by a notary in the presence of the parties attended by at least two witnesses, and signed at that time by the parties, witnesses and notary. The urgency of making notarial deeds electronically in the COVID-19 pandemic situation is that there are obstacles for the parties to appear physically so that notaries are required to innovate in the field of technology so that they can serve the needs of the community and help the government to stop the spread of the virus by carrying out all activities from home during COVID-19 pandemic. Notarial deeds made based on the cyber notary concept do not yet have legal certainty, the UUJN does not clearly explain the regulations regarding cyber notary, it is only found in the explanation of article 15 paragraph (3) UUJN. A deed made by a Notary without an audience has the power of a private deed, and can be upgraded to an authentic deed when the applicant appears before a notary, signed by the notary as well as the parties and witnesses, as regulated in Articles 15 and 16 UUJN.

#### 5. BIBLIOGRAPHY

- Andi Putri Rasyid, *Autentisitas Dan Kekuatan Pembuktian Akta Notaris Yang Dibuat Secara Elektronik Di Masa Pandemi*, Tesis, Universitas Hasanuddin, Makassar, 2022.
- Direktorat Jenderal Administrasi Hukum Umum Kementerian Hukum Dan Hak Asasi Manusia Republik Indonesia, *Ditjen AHU Online*, 2015, <https://ahu.go.id/front>.
- Direktorat Jenderal Administrasi Hukum Umum Kementerian Hukum Dan Hak Asasi Manusia Republik Indonesia, *Ditjen AHU Online*, 2015, <https://ahu.go.id/front>.
- Freddy Haris & Leny Helena, *Notaris Indonesia*, Lintas Cetak Publishig, Jakarta, 2017.
- G.H.S Lumban Tobing, *Peraturan Jabatan Notaris*, Erlangga, Jakarta, 1983.
- Habib Adjie, *Kebatalan Dan Pembatalan Akta Notaris*, Refika Aditama, Bandung, 2013.
- Hartanti Silihandari & Nisya Rifiani, *Prinsip-Prinsip Dasar Profesi Notaris*, Dunia Cerdas, Yogyakarta, 2013.
- Hartanti Silihandari & Nisya Rifiani, *Prinsip-Prinsip Dasar Profesi Notaris*, Dunia Cerdas, Yogyakarta, 2013.
- Irawan Soerodjo, *Kepastian Hukum Hak Atas Tanah di Indonesia*, Arkola, Surabaya Post, 31 Januari 2001, hal. 3, dikutip dari Habib Adjie, *Kebatalan dan Pembatalan Akta Notaris*, PT. Refika Aditama, Bandung, 2017.
- Laurensius Arliman, *Politik Hukum Kenotariatan Pasca Perubahan UndangUndang Jabatan Notaris bagi Notaris dalam Menjalankan Jabatannya*, dalam *Dialogica Jurnal*, Vol.9 No. 2, Faculty of Law, Maranatha Christian University, 2018.
- Lovita Gamelia Kimbal\*, *Tunggul Anshari Setia Negara, Hariyanto Susilo, Autentisitas Akta Notaris Yang Dibuat Secara Elektronik Pada Masa Pandemi Covid-19, Authenticity Of Notary Deed Electronically Made During The Covid-19 Pandemic*, *Jurnal Ilmiah Pendidikan Pancasila Dan Kewarganegaraan*, Volume 6, Nomor 2, 2021.



- M. Luthfan Hadi Darus, *Hukum Notariat dan Tanggung Jawab Jabatan Notaris*, cetakan pertama, UII Press, Yogyakarta, 2017. N.E. Algra, H.R.W. Gokkel- dkk, *Kamus Istilah Hukum Fockema Andreae*, Belanda-Indonesia, Bina Cipta, Jakarta, 1983.
- Nurul Muna Zahra Prabu, Endang Purwaningsih, and Chandra Yusuf, “Problematika Penerapan Cyber Notary Dikaitkan Dengan Undang-Undang Nomor 2 Tahun 2014 Tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris,” *Jurnal Surya Kecana Dua: Dinamika Masalah Hukum Dan Keadilan* 6, no. 2 (2019): 886–87, <http://openjournal.unpam.ac.id/index.php/SKD/article/view/3995>.
- Philipus M. Hadjon, *Formulir Pendaftaran Tanah Bukan Akta Otentik*, Surabaya Post, 31 Januari 2001, hal. 3, dikutip dari Habib Adjie, *Kebatalan dan Pembatalan Akta Notaris*, PT. Refika Aditama, Bandung, 2017.
- Rostna QA, *Perubahan Akta Notaris Perjanjian Kerjasama Build Operate And Transfer (BOT) Antara PT. KWCI Dengan PT. Pulo Mas Jaya dan Akibat Hukum Dalam Hal Terjadi Pemutusan Perjanjian Secara Sepihak*, Tesis, Universitas Jenderal Soedirman, 2022.
- Sutantio, Retnowulan dan Iskandar Oeripkartawinata. *Hukum Acara Perdata dalam Teori dan Praktek*, Mandar Maju, Bandung, 2005. Sutantio, Retnowulan dan Iskandar Oeripkartawinata. *Hukum Acara Perdata dalam Teori dan Praktek*, Mandar Maju, Bandung, 2005.
- Wijaya, *Problematika Hukum Pelaksanaan Cyber Notary Dalam Masa Pandemi Covid-19*, *Proceeding of Conference on Law and Social Studies*, Universitas Gadjah Mada Yogyakarta, 2021.