

The Role and Responsibilities of Notaries in Making Deeds of Grant Agreements for Uncertified Land

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Abstract. Grants in Dutch are called *schenking*, which is a unilateral act carried out by a person to another person by handing over his property for free through and based on a license agreement signed by and before a notary. The (unilateral) agreement on the other hand is a reciprocal (bilateral) agreement, with this unilateral agreement the party receiving the free goods must be able to accept and be willing to maintain what has been given by the person based on the grant agreement. This study aims to find out and analyze in depth the role and responsibilities of a notary in making a deed of grant agreement for land that has not been certified, to find out and analyze the legal prospects, highlight the risks, and evaluate the legal impacts and implications, to find out and analyze examples of Land Grant Agreements that have not been certified. The research approach method used in this thesis is the sociological juridical legal research method. The specification of this research uses descriptive analysis. The type of data used in this study is primary data which includes the 1945 Constitution; Notary Law; Civil Code; and secondary data containing books and other supporting documents. Data collection using interview techniques and document studies or library materials. The data analysis method used in analyzing the data is the qualitative analysis of the interactive model as proposed by Miles and Huberman. The results of the study and discussion show that: First, the role and responsibilities of notaries and land deed officials have a very important role in helping to contribute to the clarity, validity of the gift agreement, and protecting the interests and rights of the parties involved. Second, it is important to remember that although the gift deed made by a notary provides written evidence of the gift transaction, the condition of the land that has not been certified can affect the registration process and several other aspects of land ownership.

Keywords: Agreement; Grant; Notary; Responsibility.

1. Introduction

Indonesia is a country based on law, and this is clearly regulated in Article 1 Paragraph 3 of the 1945 Constitution of the Republic of Indonesia which emphasizes that Indonesia is a country based on law. The understanding that all regulations in all aspects of social, national, and governmental life must be based on the regulations or legal norms applicable in Indonesia and must not deviate from or violate these regulations or norms. Companies as legal entities clearly require the services of lawyers, both in their business activities and in social activities, in everyday life, even in carrying out legal acts that contain elements of litigation, including notary services.

The term Notary comes from the word "notarius" by the Romans it is said that a notary has duties and works as a writer, but on the other hand there is an opinion that a notary comes from the word "Nota Literia" which means having a character in speaking to express a statement. In essence, a Notary is a public official who carries out the duties of general authority to serve the community in legal needs, so as long as the community needs are proven, the position of Notary will be needed in the community.¹

A notary is a public official who is given the authority to certify deeds that have been legalized and has other powers based on this Law or other laws.² Notaries are required to ensure that all laws, agreements and/or agreements required by law and/or require the parties to include them in the notarial deed to ensure certainty of the date of creation in order to ensure ratification, notarize the decision, to preserve the law, to provide other public authorities or other persons designated by law with all copies, copies and excerpts of the law, which are not transferred.

One of them acts as a notary, as long as it can prove the certainty of a person's legal rights and obligations. Notaries play an important role in preventing or preventing legal problems from occurring, issuing deeds made before them regarding a person's legal status, rights and obligations, and others. This helps create legal certainty and protection for citizens. Involved, and become the best evidence in court in disputes regarding related rights and obligations.

Notaries have a duty by the state to provide legal certainty to its citizens. Notaries in carrying out their authority are ordered to make deeds that have been legalized.

¹Salim HS, *One Deed Making Technique (Theoretical Concept, Notary Authority, Form and Minutes of Deed)*, Raja Grafindo Persada, Jakarta, 2015, p. 33

²Article 1 paragraph (1) of Law Number 2 of 2014 concerning Amendments to the Law concerning the Position of Notary.

Notarial deeds also serve as valid evidence of all actions and statements of the parties.³In carrying out their duties, Notaries rely on legal regulations known as Notary Law Number 2 of 2014 (UUJN). Law Number 30 of 2004. From the provisions of this law, it can be concluded that the main task of a Notary is to validate deeds that have been legalized. The importance of the notary profession lies in the fact that notaries have the legal authority to provide absolute evidence in the sense that statements made in public documents are considered true. This is very important for parties who need evidence for certain purposes, both for personal interests and for the interests of the company, namely business activities.⁴

Deeds made by Notaries have an important role in creating legal certainty in a legal relationship. This is because notarial deeds are authentic and are the strongest and most complete evidence in all matters relating to notarial deeds. In various types of business relationships such as: Activities such as banking, real estate and social activities increasingly require authentic documents as evidence, both at the local, regional and national levels.⁵

Grant is a gift given by someone to another during their lifetime. Donations are movable or immovable goods, the giver is called the giver grant.⁶While still alive, a person who is competent to act legally can make a gift to someone, by giving an item that is originally privately owned or already in a personal name.

Grants contain a unilateral character, because the burden of obligation is only borne by the grantor, while the grantee has no obligation. Grants in Dutch are called *schenking*, which is a unilateral act carried out by one person to another by handing over his property for free through and based on a license agreement signed by and before a notary. The (unilateral) agreement on the other hand is a reciprocal (bilateral) agreement, with this unilateral agreement the party receiving the free goods must be able to accept and be willing to maintain what has been given by the person based on the grant agreement.⁷

³Budiono, Herlien, Direction of Regulation of Law Number 40 of 2007 concerning Limited Liability Companies in Facing the Global Era. *Rechts Vinding Journal: Media for National Legal Development*, Vol. 1 Number 2, 2012, p. 187

⁴Notodisoerjo, Soegondo, 1982, *Notary Law in Indonesia: An Explanation*, CV. Rajawali, Jakarta, p. 8.

⁵Sjaifurrachman and Adjie. Habib, 2011, *Aspects of Notary's Accountability in Making Deeds*, Mandar Maju, Bandung, p. 7

⁶Anggreni, NO, & Subanda, IN (2020). Implementation of Grant Distribution and Community Social Assistance Policy in Buleleng Regency. *MEA Scientific Journal (Management, Economics, & Accounting)*, 4(2), 98-115. p. 2.

⁷Malahayati, M., Abbas, S., & Dahlan, D. (2019). Legal Power of Deed of Gifts for Adopted Children. *Kanun Journal of Legal Science*, 21(2), 187-208. DOI:<https://doi.org/10.24815/kanun.v21i2.11448>

Granting begins when the child has grown up or started to stand and succeed in his life, has all the movable/immovable assets that will be invested and given to others later when he is born. The reason for giving a gift is also because the community is worried even though the mother of the child is actually a stepmother or another mother and there are adopted children who are not heirs.⁸ The grant is given by a person who obeys the law and is not forced by others, only done by himself, in legal acts it is said that it is a transfer of property that must be done throughout a person's life. The transfer is done free of charge and not through purchase.⁹

The agreement between the grantor and the grantee is made by them while they are still alive and have the authority to carry out legal acts, the implementation of the grant is carried out free of charge. In the event that the recipient is no longer able to request it at a later date, the delivery of the gift is only carried out according to the needs of the recipient in accordance with the provisions of Article 1666 of the Civil Code, hereinafter abbreviated as the Civil Code.¹⁰

Elements of a grant:¹¹

1. Shaped unilateral agreement to transfer assets free of charge is the person who signs the agreement only for the transferor, including gifted assets and assets in the form of movable/immovable goods and having a nominal value.
2. Aim provide benefits to the recipient of the gift, the benefits in terms of receiving the gift object will be received without any charge, received without having to pay a penny, only the obligation to take care of the gift object.
3. Property as the object of the agreement is movable or immovable property, such as land and buildings, money, cars or other movable/immovable objects.
4. What has been given cannot be taken back, what has been received based on a donation agreement cannot be taken back, unless otherwise provided by law.
5. Implementation while still alive, can only be done if both are still alive.
6. Executed after the grantor dies, executed when the grantor has died.

⁸Fitria, IN (2014). Grants according to the Compilation of Islamic Economic Law and the Civil Code: A comparative study (Doctoral dissertation, State Islamic University of Maulana Malik Ibrahim). p. 88.

⁹Yuvita, Y. (2018). Parental Grants to Children According to the Perspective of Civil Law and Islamic Law in the Community in Betungan Village, Bengkulu City. *Qiyas: Journal of Islamic Law and Justice*, 3(1), 63-72. p. 65.

¹⁰M. Idris Ramulyo, 2004, Comparison of Islamic Inheritance Law with Inheritance in the Civil Code, Sinar Pangganga, Jakarta, p. 116.

¹¹Sanjaya, UH, & Suprpton, MY (2018). Position of Heirs Who Recipient of Grants from Parents to Other Heirs in the Inheritance Distribution Process. *Juridical Journal*, 4(2), 218-233. DOI:<http://dx.doi.org/10.35586/v4i2.253h>

7. On the basis of a Notary's deed, the grant agreement and its sequels must all be based on a deed by a Notary.

On the contrary The provisions of Article 1688 of the Civil Code stipulate that donation money can be recovered, this is in conflict with the factors above, here it is explained that donation money can be recovered, because:¹²

1. Condition the formal requirements have not been met, if the conditions for forming an agreement are not met then what has been given can be taken back, because from the figures above the agreement is not complete.
2. The grantee commits a criminal act against the grantor, before the grant is made, the grantee commits a criminal act against the subsidy provider and risks canceling the implementation of the grant.
3. Not wanting to provide for the giver when he becomes poor, poverty arises in the giver, not wanting to help the giver.

There is a grant given to the Shafi'i School which is in line with Article 1688 of the Civil Code, namely:¹³

1. Right to have something given unconditionally and to be given a fair reward while still alive;
2. Ownership of an item is given to the recipient as the recipient without expecting anything in return, considering it as a mere gift.

Second The above understanding is in accordance with the provisions of Article 1688 of the Civil Code, which states that giving something without conditions must be rewarded for life.

After the enactment of Government Regulation Number 24 of 1997 concerning Land Registration, abbreviated as PP Number 24 of 1997, the granting of land was carried out through a PPAT deed and must be attached to the subject matter given, Government Regulation Number 10 of 1961 concerning Land Registration will become PP Number 10 of 1961, it is specified that the object of the land grant must be stated in the deed of grant, but if what is not granted must be land, because for example it is a movable object, then the provisions of the Civil Code apply to the deed of inauguration and the deed is made and signed by a Notary.¹⁴ The partnership that occurs between two parties is often also called an agreement, in Dutch the term agreement is called *overeenkomst*.¹⁵

¹²Aditama, PN (2017). Responsibilities of Land Deed Officials in Providing Legal Protection for Parties in the Transfer of Land Rights Through Sale and Purchase (Doctoral dissertation, Islamic University of Indonesia). p. 60.

¹³Hoesein, I. (1985, April). Problems of Wills According to Islamic Viewpoint. Jakarta: Paper at the FHUI seminar. p. 10.

¹⁴Djusfi, AR, & Winata, J. (2019). Settlement of Grant Disputes According to the Civil Code. *Ius Civile: Reflections on Law Enforcement and Justice*, 2 (2). DOI; 10.35308.p.55.

¹⁵Suryono, LJ (2014). Main Points of the Indonesian Agreement. p. 43

The rights and obligations of the parties will arise in accordance with the legal provisions in the agreement. There is an agreement that explains the rights and obligations of both parties which must be implemented later. Subekti is of the opinion that an event that involves many people to do something together is called an agreement,¹⁶ and if the rights and obligations arising from these duties are not carried out, default will arise.¹⁷

The Civil Code regulates agreements in Article 1313, and the terms of an agreement are regulated in Article 1320 of the Civil Code, which stipulates that an agreement is defined as a legal act that creates a binding bond between two or more parties without any coercion from the other party.¹⁸ The granting of land use rights is carried out through a land management agreement which is first signed by a notary because the land certificate is still being checked at the authorized land office and if the process at the land office has been completed, it will be continued with a deed of gift before the PPAT, so that the implementation of the gift can be carried out.¹⁹

Since the Dutch colonial era, the VOC first introduced the position of notary, namely in the early 17th century the first notary was appointed, namely Melchior Kerchem who carried out the function of secretary at the College van Schepenen in Jacatra, precisely on August 27, 1620. Melchior Kerchem was also the first notary in Indonesia. He served as secretary of the College van Schepenen and after his appointment, the number of notaries continued to increase according to demand.²⁰ The position of a Notary as a state apparatus is currently very necessary, because in making an agreement it is not only based on mutual trust and mutual trust between the two parties, but also requires legal value and the validity of the agreement. The validity and legal consequences of an agreement are very important for the parties when making an agreement, it cannot be denied that in the future there will be violations or non-fulfillment of obligations by one of the parties.

¹⁶Hariri, W.M. (2011). Law of engagement: supplemented by the law of engagement in Islam. Faithful Library. h. 119.

¹⁷Malahayati, M., Abbas, S., & Dahlan, D. (2019). Legal Force of Deeds of Gifts for Adopted Children. Kanun Journal of Legal Studies, 21(2), <https://doi.org/10.24815/kanun.v21i2.11448>

¹⁸Gulu, FA Legal Aspects of Sale and Purchase Agreements Based on the Civil Code, accessed via <https://media.peneliti.com> >publications on Friday, January 3, 2019.

¹⁹Arinda, A. (2016). Implementation of Transfer of Ownership Rights to Land Through Grants to Children in *Underage* (Doctoral dissertation, Sebelas Maret University). p. 44.

²⁰TAUPIQ, Q. (2016). Implementation of Sanctions for Violations of the Code of Ethics in the Notary Position in Bungo Regency (Doctoral dissertation, ANDALAS UNIVERSITY). p. 1.

A notary is a public official who is authorized to validate public deeds, unless the making of a particular public deed is delegated to another public official. Notaries of public documents are required by law to create security, order, and legal protection. However, this does not include notarial deeds made by or by a notary. This is not only required by law, but also because it is desired by stakeholders to ensure the rights and obligations of the parties. In this case, a notary who is a professional in the field of civil law must understand the legal needs of the community and the importance of legal formation.

In practice, Notaries must understand the sources of law and legal theories that will help them in carrying out their duties without violating the law and resolving problems in the interests of society. Order and legal protection for those involved and for society as a whole. In addition to the deeds legalized by or by a notary, it also concerns the security, order and rights and obligations of the parties regarding legal protection, but also for society as a whole. This definition is according to Article 15 paragraph (1) of the UUJN aims to emphasize the position of Notaries as public officials who are authorized to validate legalized deeds. Provisions regarding certification documents made by authorized officials are regulated in Articles 1868, 1870, Number of the Civil Code (*KUHPerdata*) and Article 1, Number 7 of the UUJN. Article 1868 of the Civil Code states that an official deed is a deed made according to the form determined by law, by or before an authorized official for that purpose at the place where the deed is made. Article 1870 of the Civil Code states that a deed between a party and its heirs or persons entitled to it is complete evidence of the contents contained therein. Meanwhile, Article 1 number 7 of the UUJN states that a notarial deed is a statement letter made by or by a notary according to the form and procedures determined in this law.

In addition to their authority, notaries also carry out their duties as state officials in accordance with Law Number 2 of 2014 concerning the Position of Notaries, abbreviated as UUJN. In UUJN, Notaries are assumed to be able to understand and comprehend all regulations and prohibitions imposed on Notaries. Term "legal discovery" usually refers to the creation of law by judges or other legal officials tasked with enforcing the law or applying general legal rules to particular legal events.²¹ Notary is one of the legal entities entrusted by the state to take care of the civil affairs of the local community, therefore the notary is tasked with resolving problems that arise in community life and realizing the sense of justice sought by the local community. Contracting Parties In order to create and protect the

²¹Sudikno Mertokusumo, *The Discovery of Law: An Introduction*, (Yogyakarta: Cahaya Atma Pustaka, 2014, Revised Edition), p. 49.

interests of Notaries in making authentic deeds, progressive laws and regulations are needed that regulate the Notary profession.

With knowledge and understanding, the Notary will not encounter problems or violate the Notary's ethical rules related to matters prohibited by UUJN. To guarantee and achieve legal certainty and protect the orderly application of legal provisions, evidence is needed, authentic evidence that can explain the existence of acts, agreements, legal events and the existence of a decision with a very long period of time, the term legal consequences made by the Notary, this is what is taken into account in the law on the position of Notary, which is hereinafter abbreviated as UUJN. These considerations have been decided in detail in the UUJN so that the Notary can understand and comprehend in carrying out his position.

The creation of a deed of gift agreement for uncertified land is one of the important aspects of property law. A notary as an official who has the task of legalizing and authenticating legal documents has a crucial role in this process. The role and responsibility of a notary in creating a deed of gift agreement is key to ensuring the validity, clarity, and protection of the rights of the parties involved.

2. Research Methods

The research approach method used in this thesis is the sociological legal research method. Sociological legal research emphasizes research that aims to obtain legal knowledge empirically by going directly to the object.²² The specification of this research uses descriptive analysis, namely research that in addition to providing a description, writing and reporting an object or an event will also draw general conclusions from the problems discussed. Data sources come from primary data and secondary data. The data analysis method used in analyzing data is a qualitative analysis of the interactive model as proposed by miles and Huberman.

3. Results and Discussion

3.1. The Role And Responsibility Of A Notary In Making A Deed Of Grant Agreement For Uncertified Land

Notaries have an important role in making land grant agreements, regardless of the status of the land certificate. Based on the results of the author's research in Grobogan Regency, by interviewing Notaries, that without the presence of a Notary it is very difficult to carry out data on maintenance activities for land grants that have not been certified.

²²Soejono Soekanto, 2005, Introduction to Legal Research, University of Indonesia Press, Jakarta, p. 88.

To avoid disputes or problems in the future, a Notary is required to be careful in carrying out his/her job functions, because at the present time where the level of public need for the position of Notary is increasing, causing many people to utilize the services of Notaries for various interests, including carrying out actions that manipulate the position of Notaries for interests that violate the law. For that, it is very necessary for a Notary to be careful and have a broad understanding of knowledge, because a Notary who is negligent and violates the provisions that have been set can be subject to sanctions or demands that will affect his/her position and good name.²³

The following are the roles and responsibilities of a notary in situations where the land is not yet certified:

1) Document and Information Verification

The notary must conduct a thorough examination of the existing documents related to land ownership. Although the land is not yet certified, alternative documents such as proof of tax payments, ownership statements, and other legal documents must be carefully verified.

2) Preparation of Deed of Grant

The notary is responsible for drafting the terms of gift agreement. This involves recording complete details regarding the party giving the gift, the party receiving the gift, the description of the land given, and the conditions associated with the gift. The following are the general steps in the process of drafting a deed of gift of land by a notary:

- a. Initial consultation by the party who will make the land grant will contact a notary for initial consultation. The notary will explain the process, requirements, and documents needed to prepare the land grant deed.
- b. The notary will request complete information about the party who will make the land grant (grant), the grantee, and details about the land to be granted, including proof of ownership such as a land certificate.
- c. The notary will check the documents provided by the party making the donation to ensure the validity and suitability of the information, and to ensure that the land is free from any other encumbrances or mortgages.
- d. Preparation of the deed of gift based on the information obtained and the results of the document examination, the notary will prepare a land gift deed. This deed will include information about the parties involved, a description of

²³Interview results, Notary and PPAT, Moch. Farchan Ali Imron. SH in Grobogan district, January 11, 2024 at 13.30 WIB

the land being donated, the conditions of the gift, and other relevant provisions.

- e. Signing of the deed of gift after the land gift deed is prepared, the party who will make the gift and the recipient of the gift will come to the notary's office to sign the deed before the notary.
- f. Registration and registration after the land grant deed is signed, the notary will take care of the registration and registration process of the deed of grant to the authorized agency, such as the National Land Agency or local government agency. This process aims to provide legal validity for the land grant made.
- g. Providing a copy of the deed of gift The notary will provide a copy of the deed of gift of land to the parties involved as legal evidence of the land gift made.
- h. The party receiving the land grant may need to fulfill applicable tax requirements in accordance with the tax provisions in force in that area.

1) Ensuring Legal Compliance

The notary must ensure that the land grant process is carried out in accordance with applicable law. This includes verifying the validity of the agreement, the existence of the consent of all parties involved, and the fulfillment of other necessary legal requirements.

2) Document Storage and Archiving

After the deed of gift is made, the notary is responsible for storing and archiving related documents safely and in accordance with applicable legal regulations. This is important for easy access and future reference.

3) Document Registration

Even if the land is not yet certified, a notary may have to take additional steps such as registering documents at the land office or related institutions to officially record the gift transaction.

4) Provision of Legal Advice

Notaries can also provide legal advice to the parties involved regarding the legal implications of the grant process. This includes the rights, obligations, and responsibilities attached to the parties involved in the grant agreement.

5) Cooperation with Related Parties

Notaries can also interact with other parties, such as lawyers or government officials, to ensure that legal processes run smoothly and properly.

The role of a notary in making a deed of gift for uncertified land still follows the applicable legal procedures. They are responsible for ensuring the validity and

compliance of the gift agreement within the legal framework applicable in a particular country or region.²⁴

3.2. Legal Consequences Of Making A Grant Agreement Deed Done By A Notary For Land That Is Not Yet Certified

A land grant is a gift from one person to another without any compensation and is done voluntarily, without any counter-performance from the recipient of the gift, and the gift is carried out while the grantor is still alive. The making of a deed of gift agreement for land that has not been certified by a notary has several legal consequences that need to be considered:²⁵

1. Legal force

The deed of gift agreement made by a notary has significant legal force. Even though the land is not yet certified, the deed is strong written evidence and can be legally recognized as evidence of a gift transaction.

2. Validity of Documents

In the case of uncertified land, the validity of the notary's deed of gift document becomes important. This document confirms the agreement between the parties involved and important details related to the gift. The validity of the deed of gift agreement document for uncertified land depends on a number of factors that must be considered:

a. Authority and Credibility of Notaries

The notary who makes the document must have legal authority and legitimate credibility in the process of making legal documents. The notary ensures that the document is prepared carefully and meets applicable legal requirements.

b. Land Ownership and Identification Information

Even though the land is not yet certified, the grant document must provide clear information about the ownership and specific identification of the land. The description of the land must be detailed enough so that the land can be identified precisely.

c. Agreement and Consent of the Parties Involved

²⁴Interview results, Notary and PPAT, Moch. Farchan Ali Imron. SH in Grobogan district, January 11, 2024 at 13.30 WIB

²⁵ Interview results, Notary and PPAT, Moch. Farchan Ali Imron. SH in Grobogan district, January 11, 2024 at 13.30 WIB

The validity of the document also depends on the agreement and consent of all parties involved in the land grant transaction. All parties must legally sign the document with clear consent.

d. Compliance with Applicable Laws and Regulations

Documents must comply with applicable laws and regulations related to the land grant process, even though the land is not yet certified. The notary must ensure that the documents are in accordance with the applicable laws in their area.

e. Existing Proof of Ownership

When land is not yet certified, the existence of alternative legal evidence of ownership (such as tax receipts, a statement of ownership, or other legally recognized documents) can also support the validity of the grant document.

f. Impact on Registration Process

The document may have an impact on the registration process at the land office or other related institutions. Although the land is not yet certified, the document can be the basis or evidence needed in the registration process in the future.

g. Legal Advice

It is important to get legal advice from a legal expert or notary regarding the validity of the gift document in the case of uncertified land. They can provide the right information and guidance regarding the legal implications of the transaction.

Overall, even though the land is not yet certified, the validity of the deed of gift agreement document is very important and must pay attention to applicable legal provisions and have the support of valid evidence to support ownership and transactions carried out.

h. Record Proof of Transaction

Even though the land is not yet certified, the deed of gift made by a notary becomes an official record of the gift transaction. This is important to prove the transfer of ownership and agreement between the parties involved.

i. Restrictions on Land Registration

One of the consequences of uncertified land is that the deed of gift may not be able to be registered directly at the land office. However, the existence of the deed as written evidence can be the basis for future registration steps. Uncertified land gift agreements may experience certain restrictions in the land registration process at the land office or related institutions. Some restrictions that may occur are:

a) Registration Policy

Some areas have policies that restrict or require land certificates as a condition for registration. Land that is not yet certified may not be immediately registered or may require additional steps.

b) Ownership Information and Verification

Land offices usually require strong information and verification regarding land ownership before the registration process. In the case of uncertified land, verification of ownership can be more difficult.

c) Alternative Proof of Ownership

In some cases, uncertified grant documents can be considered as alternative proof of ownership. However, this depends on the policies and legal provisions in force in the area.

d) More Complicated Registration Process

Uncertified land may require a more complicated registration process and take longer due to the need to obtain additional documents or certain requirements.

e) Impact on Other Transactions

Restrictions on the registration of uncertified land may have an impact on subsequent transactions related to land ownership or use, such as sales, granting of rights, or other transfers of ownership.

f) Consultation with Authorities

It is important to consult with the land office or relevant authorized agency to understand the exact requirements and procedures to be followed in the process of registering uncertified land.

Restrictions on registering uncertified land may vary based on local laws and policies. Therefore, the right step is to get accurate information and advice from authorities or legal experts to ensure the proper registration process..

j. Impact on Further Processes

In some cases, an uncertified land grant may affect other processes related to land ownership, such as taxation, tax payments, or transfer of ownership.

k. Protection and Law Enforcement

The existence of a gift made by a notary provides legal protection to the parties involved. If there is a dispute or dispute related to the gift, the deed can be used as evidence in legal settlement.

I. Further Consultation

Even though the deed of gift has been made by a notary, it is important to still consult a legal expert or the authorities to understand the deeper legal implications of a land gift that has not been certified.

It is important to remember that although a gift made by a notary provides written evidence of the gift transaction, the condition of the land that has not been certified can affect the registration process and several other aspects of ownership of the land..

4. Conclusion

The Role and Responsibilities of Notaries and Land Deed Officials have a very important role in helping to contribute to the clarity, validity of the grant agreement, and protecting the interests and rights of the parties involved. And therefore, it is highly expected that a Notary has a good spirit and mentality as well as professionalism in carrying out his/her position serving the community in making land deeds, so that a sense of security and comfort is created for the community and the purpose of the land grant itself can be realized. The legal consequences arising from the making of a grant agreement made by a notary for land that has not been certified are the transfer of ownership rights to the land, the object of the grant that was originally held in full by the grantor to the grantee. It is important to remember that although the deed of grant made by a notary provides written evidence of the grant transaction, the condition of the land that has not been certified can affect the registration process and several other aspects of ownership of the land.

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