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Notary Authority to Make *Covernote*s in Agreements at Banking Institutions

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Abstract. *This study aims to analyze: 1) The implementation of notary authority to make covernotes in agreements in banking institutions, namely in Law No. 10 of 1998 concerning Banking and Law No. 2 of 2014 Amendments to Law No. 30 of 2004 concerning the Position of Notary, there is not a single article that regulates the authority of notaries to make Covernotes which are generally used by banks. This authority can be understood as part of the notary's function in providing legal services and assisting in the administrative process related to documents that require further approval. Covernotes only apply as a statement from the notary or as an official who makes the Covernote which explains that a credit or guarantee has been binding. Although there are no regulations governing the authority of notaries in making covernotes, the making of covernotes must be carried out with full responsibility and comply with all applicable legal provisions. Based on the decision of the Jember District Court Number 82/Pdt.G/2022/PN Jmr, the Covernote made by the notary was canceled by the judge because it caused losses to the plaintiff. 2) The legal consequences of carrying out the notary's duties in making covernotes related to agreements at banking institutions are that if the covernote is proven to contain inaccurate information or is issued without following the correct procedures, the court can cancel the covernote. This cancellation means that the covernote is considered to have no legal force and cannot be used as a basis for further action. In the case of Decision Number 82/Pdt.G/2022/PN Jmr, the court canceled the covernote because it did not comply with legal provisions. In addition, the canceled covernote also has legal consequences for the notary, in the form of compensation fines and administrative sanctions.*

Keywords: *Agreement; Covernote; Notary.*

1. Introduction

Along with the development of the dynamics of social life community, the interaction between individuals is increasingly broad, especially in relations of an economic nature and commercial value, including those concerning contracts or agreements.[1]According to the provisions of the Civil Code Article 1313, an agreement is an act by which one or more persons bind themselves to one or more other persons. An agreement in the narrow sense is an agreement by which two or more parties bind themselves to carry out something of a material nature in the field of wealth.[2] According to Subekti, an agreement is an event where someone promises to another person or where two people promise each other to do something.[3]

One form of agreement that is often done by the community is a banking agreement. Credit as one of the bank's business activities certainly has a high risk for the bank. To provide a guarantee of certainty of credit repayment from debtor customers, banks always ask for special collateral or collateral.[4]Notaries have a crucial role in ensuring the validity and legal certainty of various transactions, including bank credit agreements. Article 1 number (1) of Law 30 of 2004 as amended by Law No. 2 of 2014 concerning the Position of Notary states that a notary is a public official who is authorized to make authentic deeds and has other authorities as referred to in this law or based on other laws. The legal basis for a notary in carrying out his duties is that the notary has authority over all actions, requirements and determinations regulated in the Law. There are several other authorities of a notary in this article, namely guaranteeing the time of making, grosse, copies and extracts of deeds.[5]The notary's job is to provide assistance in making authentic deeds. And so, it is important for a notary to be able to understand the provisions regulated by law so thatpublicthe general public who do not know or do not understand the rules of law, can understand them correctly and not do things that are against the law.[6]

A notary is a public official who can provide legal guarantees and protection through the formulation of an authentic deed that he/she makes. In a bank credit agreement, the role of a notary through the deed he/she makes provides legal certainty for the parties, namely the bank as the creditor and the customer as the

[1]Dewi Kurnia Putri, Amin Purnawan, Differences between a Paid-In Sale and Purchase Agreement and an Unpaid-In Sale and Purchase Agreement, Jurnal Akta, Vol. 4 No. 4 December 2017, p. 624
[2]Abdulkadir Muhammad, 2010, Indonesian Civil Law, Bandung, PT.Citra Aditya Bakti, p. 290
[3]R Subekti, 2002, Contract Law, Internusa, Jakarta, p. 1
[4]Rachmat Firdaus and Maya Ariyanti, 2004, General Bank Credit Management, Alfabeta, Bandung, p. 87
[5]Sujanayasa, Ariawan, Position of Instrumental Witness, Acta Comitas: Journal of Notary Law, Volume 1 Number 2 of 2016, p.284
[6]Nawaaf Abdullah, Munsyarif Abdul Chalim, Position and Authority of Notary in Making Authentic Deeds, Jurnal Akta, Vol. 4 No. 4 December 2017, p.655

debtor. This legal certainty guarantees the rights and obligations of each party in the credit agreement as stated in the authentic deed. This is because an authentic deed made by and before a notary is a perfect means of proof.[7]

Based on the provisions of Article 15 paragraph (1) of Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning Notary Positions, notaries are authorized to make deeds other than deeds that are the authority of the Land Deed Making Officer (PPAT). Related to the authority of notaries stated in Article 15 paragraph (1) of the UUJN, notaries are authorized to make authentic deeds regarding all acts and agreements. Among the deeds and letters made by a Notary is a statement letter called a *covernote*. *Covernote* as a notification or statement that the land certificates of the credit application customer are still in the certification process, the roya process, the name change, or the division process if they are already certified. However, in practice, there are banks that use *covernote*s as the basis for credit disbursement.[8]

Covernote present in the practice of credit disbursement has become a habit that lives in the world of Notary practice who establish cooperative relationships with banks as creditors. An example of a *covernote* that caused a dispute is the Jember District Court Decision Number 82/Pdt.G/2022/PN Jmr, this case began when SG sold land to L and EM with three installment payments. After the first payment, they made a private sale and purchase agreement and SG submitted two land certificates. However, L and EM failed to pay the second and third installments. SG requested the cancellation of the agreement and the return of the certificates, but L and EM admitted that the certificates had been used as collateral for debt at Bank Mandiri and PT. PNM with a *covernote* issued by Notary IS. The plaintiff questioned the validity of the *covernote*, which was considered to have no clear legal basis and was used by the bank to disburse credit. The plaintiff also accused the bank of not implementing the principle of prudence, resulting in bad debt, and claimed losses because the *covernote* was issued without permission and notification from him.

As in the case of a credit agreement, which is then made into a SKMHT and APHT, all signed by the parties before a Notary, even though administratively it has not been completed, and the debtor needs funds immediately, then to mediate both the interests of the Bank as the creditor and the parties as debtors, the Notary will issue a *Covernote*, stating that the legal actions of the parties have been completed, if the Bank has received the *covernote*, it means that it has given sufficient reason for the bank to disburse the credit to the debtor. So basically the

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[7]Amalia Chusna, The Role of Notaries in Credit Settlement with Collateral in the Form of Mortgage (Case Study at Bank Tabungan Negara (Persero) Tbk), Law Thesis, Unissula Semarang, 2020, p.2

[8]Singgih Budiyono, Gunarto, Legal Consequences of Covernotes Used as the Basis for Credit Agreements in Banking, Jurnal Akta, Volume 4 Number 4 December 2017, p.785

covernote can be done by a Notary in all situations and conditions related to the implementation of the Notary's duties.[9] The use of notary *covernote*s in credit agreements is basically not prohibited. However, notariesmustremain careful and thorough in checking the truth and validity of the documents that will be used as collateral. This obligation to be careful is because the notary who provides his services to the bank is an affiliated party.

2. Research Methods

The approach method in this study is the statute approach. This type of research is normative legal research. The types and sources of data in this study are secondary data obtained through literature studies. The analysis in this study is prescriptive.

3. Results and Discussion

3.1. Implementation of Notary's Authority to Make *Covernote*s in Agreements at Banking Institutions

Banks act as business entities that collect funds from the public in the form of savings and distribute them to the public in the form of credit and/or other forms in order to improve the standard of living of the people. This is also supported by the existence of facilities from banks that provide convenience in providing credit loans by means of installment payments or by providing multi-purpose credit facilities. In a credit agreement, the bank customer must be able to provide certain objects that are linked as collateral.[10] The existence of collateral is basically aimed at securing third party funds managed, such as by banks that lend their funds to customers, as well as fulfilling statutory regulatory requirements.[11]

Banks are one of the institutions that require the services of a Notary, including in providing credit facilities to the community. The role and function of a notary are very important in helping the government provide certainty, order and legal protection in making authentic deeds. Notaries have an independent and impartial position in carrying out their duties. In this regard, notaries in carrying out their duties must be in accordance with the code of professional ethics, because notaries are an honorable profession (officium nobile).[12]

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[9]Nadya Tahsya, Notary's Accountability for Covernote Issued as a Basis for a Bank's Trust, UI Notary Journal, Volume 2 Number 4 of 2020, p. 499

[10]Dicky, Mohammad, 2019, Notary's Responsibilities in Making Covernotes Related to Credit Agreements, Jurnal Notary Indonesia, Volume 1, Number 001, p.2

[11]Yusup Sugiarto, Dany Bramandoko, Gunarto, The Role of Notaries/PPAT in Making Power of Attorney to Charge Mortgage Rights in Home Ownership Credit Agreements, Jurnal Akta, Volume 5 Number 1 January 2018, p.2

[12]Dewi Rachmayani, Agus, Notary Covernote in Credit Agreement in the Perspective of Collateral Law, ACTA DIURNAL: Journal of Notary Law, Faculty of Law, Unpad, Volume 1, Number 1, December 2017, p.79

Notaries in carrying out their duties, must act as guides in the legal field and can provide useful guidance for people who have an interest in them. Notaries are not subject to any provisions from the authorities regarding civil servants, however, in carrying out their duties, notaries must always be guided by high moral integrity and honesty, because deeds made by notaries are state documents that must be maintained and are very important in the application of evidentiary law, namely as authentic evidence concerning the interests of those seeking justice. A notary is usually considered an official where someone can get reliable advice. Everything that is written and determined is true. Notaries are strong document makers in a legal process.[13]

A notary is a state official who is given authority by the state to provide services to the public in the field of civil law, especially in terms of making agreements and matters relating to the issuance of notarial deeds which are authentic deeds.[14]Notaries occupy a very important position in the banking industry today, because notaries have a role in making deeds of banking product contracts and binding guarantees (especially in cases of Mortgage Rights and Fiduciary).[15]

Based on UUJN, Notaries are intended to assist and serve people who need authentic written evidence regarding circumstances, events, or legal acts. Notaries as public officials are authorized to make authentic deeds including regarding all deeds and agreements as regulated in Article 15 of UUJN.[16]A deed is a document or letter that has been signed and contains information regarding an event or matter that is the basis of a right or agreement that can be said to be a legal act.[17]Notaries provide legal certainty through authentic deeds they make. Notarial deeds are authentic deeds that have legal force and legal certainty that can be proven with perfect writing (volledig bewijs), and do not require additional evidence.[18]An authentic deed made by a notary has perfect evidentiary power, unlike a private deed. A private deed is a deed made by interested parties without the assistance of a public official.[19]

An example of a case of Making a *Covernote* in an Agreement at a Banking Institution by a Notary is the decision of the Jember District Court Number 82/Pdt.G/2022/PN Jmr. This decision began when SG as the Plaintiff sold land to L

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[13]Tan Thong Kie, 2001, All About Notary Practice, Ichtiar Baru, Jakarta, p.30
[14]GHS Lumban Tobing, 2001, Notary Regulations, Erlangga, Jakarta, p.2.
[15]Deni Yusup, 2015, The Role of Notaries in Business Agreement Practices in Islamic Banking (A Review from the Perspective of Islamic Economic Law), AL-'ADALAH Vol. XII, No. 4, p.701
[16]Dicky Ardiansyah, Anis Mashdurohatun, and Munsharif Abdul Chalim, Making of Authentic Deed of Distribution of Land Inheritance by Notary, Jurnal Akta, Volume 8 Number 1, March 2021 p.27
[17]Salim HS. and H. Abdullah, 2007, Contract and MOU Design, Sinar Grafika, Jakarta, p.101
[18]Andi Prajitno, 2010, What and Who is a Notary in Indonesia?, First Edition, Putra Media Nusantara, Surabaya, p.51
[19]Taufik Makarao, 2004, Principles of Civil Procedure Law, Rineka Cipta, Jakarta, p.100

(Defendant I) and Em (Defendant II) in 3 installments. After the first payment, they made a Sale and Purchase Agreement underhand. SG also handed over 2 land certificates to L and EM. However, after they made the Sale and Purchase Agreement, L and EM did not pay off the second and third installments. SG then asked when L and EM would pay off the payment, but they said they had no money to pay off the purchase of the land, so SG asked them to cancel the Sale and Purchase Agreement and ask for their 2 land certificates back. L and EM stated that the two certificates had been used as collateral for debt at the Bank, using a *covernote* made by Notary IS (Defendant III). The *covernote* is used as a basis in the form of a Statement Letter containing documents in the form of Certificates for the name change that are still in the process of being processed and/or the Notary makes a *Covernote* containing that the issuance of the Guarantee Certificate is still in process.

Based on the decision of the Jember District Court Number 82/Pdt.G/2022/PN Jmr, the *Covernote* made by the notary was canceled by the judge because it caused losses to the plaintiff. AuthorityNotary Publicin relation to the issuance of *Covernote* in credit agreements both in Law No. 10 of 1998 concerning Banking and Law No. 2 of 2014 Amendment to Law No. 30 of 2004 concerning the Position of Notary, there is not a single article that regulates the authority of a notary to make a *Covernote* which is generally used by banks. The position of a *covernote* in banking practice is only morally binding which arises on the basis of needs and practices, only binding a notary if the notary does not deny his signature. A *covernote* is not proof of credit collateral. A *covernote* is only valid as a statement from a notary or PPAT as an official who makes the *Covernote* which explains that a credit or collateral binding has occurred.

*Covernote*in essence is not an authentic deed even though it is made by a Notary as a public official but rather a *Covernote* is a statement containing the ability of a Notary to complete work on something that is still in the process of completion related to the burden of credit guarantees. The position of the *covernote* made by the Notary is not proof of collateral, because the *covernote* in this case only serves as a Statement from the Notary for the Bank that will issue credit containing the process that still needs to be done for the binding of a guarantee so that it becomes a Mortgage Right. *Covernote* in this case does not also mean as a complete file but as a guarantee that it is true that the file is still in process, here the principle of trust is highly emphasized between the parties in this case between the notary and the client, the notary and the Bank, and between the Notary and the Agency.[20]

The position of the *covernote* does not provide guarantees for the parties. The use of notary *covernote*s in credit agreements is basically not prohibited. However, notaries must remain careful and thorough in checking the truth and

[20]Ibid.

validity of the documents that will be used as collateral. In reality, notaries are officials who carry out their profession with the aim of providing legal services to the community by prioritizing legal protection and certainty. This obligation to be careful is because notaries who provide their services to banks are affiliated parties. This is based on the provisions of Article 1 number 2 letter c in the Banking Law, which states that one of the parties who can have a relationship or who can be related is the party that provides its services to the bank, including public accountants, appraisers, legal consultants and other consultants.[21]

The Notary's services in making *covernote*s at the request of the Bank are indeed not the authority of the Notary as explained in Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Position of Notaries, but this *covernote* can be said to be customary law, because of this, the Notary in making *covernote*s does not have a legal umbrella, because if something happens that causes the Bank to suffer losses due to the *covernote* made by the Notary, then the Notary is fully responsible for the *covernote* in the credit disbursement process. Reviewed from a legal aspect, *covernote*s are not regulated in any laws and regulations, although Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Position of Notaries is also not regulated regarding this *covernote*, so that the consequences that will later arise from the existence of this *covernote* are subject to legal provisions both criminally and civilly.

Covernote tends to be categorized as a bond that arises because of an agreement, not because of a law Based on Article 1233 of the Civil Code, namely every bond is born either because of an agreement, or because of a law. Therefore, the *covernote* is only binding on the parties listed therein, namely between the notary as the executor in making the deed that has not been completed with the bank requesting proof of temporary collateral in the credit application process carried out by the debtor with a certificate guarantee for land that is in the process of being certified by the notary.[22]

Covernote which is issued by a Notary is also not used as evidence of collateral, but only as an introduction to the Bank that will issue credit, *Covernote* for agencies that require it does not mean as completeness of files but as a guarantee that it is true that the files needed by the agency or client are really in the process, at least there is trust that is built between the notary and the Bank, between the Notary and the Agency, and also between the notary and the client.[23]The role and function of a notary is very important in helping parties in

[21]Dewi Rachmayani, Agus Suwandono, Op.cit, p.79
[22]I Made Ari Nurjaya, I Nyoman Sumardhika, Ida Ayu Putu Widiati Notary's Authority to Make Covernotes, Journal of Legal Construction, Volume 1, Number 2, October 2020, p.423
[23]Singgih Budiyono, Gunarto, Legal Consequences of Covernotes Used as the Basis for Credit Agreements in Banking, Jurnal Akta, Volume 4 Number 4 December 2017, p.787

need, in order to provide certainty, order and legal protection in making authentic deeds.

Covernote made by a Notary is basically not an authentic deed, but merely a statement that the collateral is still in the process of being completed. The bank cannot be considered to have collateral, because the collateral has not been legally bound formally. This collateral that has not been legally bound formally results in the absence of collateral which then results in difficulty in paying off the credit if the debtor is in a bad credit position. This seems to cause the Notary to provide personal guarantees, because the Notary becomes a third party who takes part in this credit agreement, and seems to side with the debtor. Thus, the Notary's responsibility for the *covernote* made by him and the debtor's financing is to guarantee the credit issued by the Bank to the debtor.[24]

3.2. Legal Consequences of Notary's Implementation of Duties in Making *Covernote*s Related to Agreements in Banking Institutions

The legal position of the Notary's *Covernote* in the credit agreement at Bank Mandiri and PT PNM Jember, is used as a temporary guarantee and basis for credit disbursement. *Covernote* can be a strong evidence in court, as long as its position is not denied by stronger evidence above it such as an authentic deed. However, in this case, the *covernote* made by the notary was proven to be legally flawed, because it was made with false information and without the knowledge of the Plaintiff as the legal owner of the land used as collateral. With the use of *Covernote* in a legal act, the legal consequences that arise are that it has legal standing and its existence can be sued if the contents are no longer appropriate. So if there is a bad credit caused by a *covernote* that is legally flawed and contains false information, the notary must also be legally responsible.

The creation of a *covernote* in a credit agreement aims to provide temporary legal certainty for the parties, especially the bank. However, if the creation of the *covernote* contains legal defects, legal certainty for the bank as the creditor cannot be guaranteed. According to Gustav RadbruchThe law guarantees certainty between one party and another.[25] *Covernote* cannot guarantee legal certainty in credit agreements, because *covernote*s are not regulated in the Laws and Regulations. Notary *covernote*s should not be used as a basis for credit disbursement, because *covernote*s are basically only temporary collateral.[26] *Covernote* does not have perfect legal force like an authentic deed, so that a *covernote* is only an obligation born from a contract or an agreement, namely a unilateral statement by a Notary as per Article 1237 of the Civil Code. A *covernote* is used as collateral in a Credit Agreement Deed when the collateral

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[24]Herlina Wulandari, Op.cit., p.59
[25]Ibid, p. 25

[26]Singgih Budiyono, Op.cit., p.786

binding process at the Defense Office has not been completed, so as an anticipation a *Covernote* is issued which is a Statement Letter from a Notary containing a statement/promise of being able to carry out work with certainty of a certain period of time. Because the birth of a *covernote* affects the Notary's commitment, the Notary can be held accountable if in the issuance of the *covernote* there are elements that contain incorrect information. The legal consequences of a *covernote* containing false information issued by a Notary are that the *covernote* becomes invalid, but does not affect the validity of the Credit Agreement Deed. The *Covernote* and the Credit Agreement Deed are not one unit, while what affects the validity of the Credit Agreement Deed is the fulfillment of the requirements for an Authentic Deed in the Notary Law.

Covernote is a statement letter made by a Notary and the *Covernote* issued by the Notary is not an authentic deed, but only a statement letter made by a Notary/PPAT, where the statement letter explains what management is being processed, so that basically the *Covernote* does not have binding legal force between creditors and debtors, and in the Notary Law (UUJN) Number 2 of 2014 concerning amendments to Law No. 30 of 2004, it does not explain the authority and duties of a notary/PPAT to make a *Covernote*, so that the existence of a *Covernote* is only binding on the Notary but is not legally binding, so the *Covernote* made by a notary/PPAT can have legal consequences even though with the existence of the *Covernote* itself there has been a vacuum in legal norms, and when there is a vacuum in legal norms with the existence of a *Covernote* that has been issued by a notary, the rights and obligations of the notary in making a *Covernote* are not permitted because the notary/PPAT is not a law enforcement officer who is given the authority to fill and explore legal norms for the existence of the legal vacuum, so that if the *Covernote* is made by Notary/PPAT, when it causes legal consequences while the failure to fulfill the contents of the *Covernote* is a violation of Article 1366 of the Civil Code because the Notary/PPAT is considered negligent in carrying out his duties and authorities. So that the Notary in such circumstances can be made the object of a lawsuit in Civil or Criminal Law.

The legal consequences of carrying out the notary's duties in making *covernote*s related to agreements at banking institutions are:

1. *Covernote* Cancellation

   If the *covernote* is proven to contain inaccurate information or was issued without following the correct procedures, the court can cancel the *covernote*. This means that the *covernote* is considered to have no legal force and cannot be used as a basis for further action. In Decision Number 82/Pdt.G/2022/PN Jmr, the judge decided to cancel the *covernote* made by Notary IS as the basis for credit disbursement, because it was made without the knowledge of the plaintiff as the legal owner of the land used

as collateral and had harmed the Plaintiff. The plaintiff as the owner of the land and the land ownership certificate never felt faced with Notary IS (defendant III) in terms of signing any deed, so that defendant III had committed an Unlawful Act that harmed the Plaintiff.

2. Compensation

The party harmed by the notary's error or negligence in making the *covernote* has the right to file a claim for compensation. For example, in this case the court ordered the notary to provide compensation for the losses caused by the inaccurate *covernote*. As stated in Article 1365 of the Civil Code, every unlawful act that causes loss to another person requires the person whose fault caused the loss to compensate for the loss. As well as Article 1366 of the Civil Code which states that every person is responsible not only for losses caused by his actions, but also for losses caused by his negligence or lack of care.

3. Administrative and Ethical Sanctions

Notaries may be subject to administrative sanctions from the notary profession supervisory agency if violations of the code of ethics or laws and regulations are found. These sanctions can be in the form of warnings, fines, or even revocation of practice permits.

Covernote inaccurate or invalid *covernote*s can create legal uncertainty for banks and collateral holders. Banks may refuse to accept *covernote*s as collateral, or customers may face difficulties in completing banking transactions. Uncertainty and inaccuracy of *covernote*s can cause financial losses for the parties involved, including additional costs to correct errors or claim compensation. The exercise of a notary's authority in making *covernote*s must be carried out with full responsibility and compliance with applicable legal provisions. Errors or negligence in this process can result in the *covernote* being canceled, claims for compensation, and administrative sanctions against the notary. Parties harmed by inaccurate *covernote*s are entitled to legal protection and appropriate compensation.

4. Conclusion

The implementation of the notary's authority to make *covernote*s in agreements in banking institutions, namely in Law No. 10 of 1998 concerning Banking and Law No. 2 of 2014 Amendment to Law No. 30 of 2004 concerning the Position of Notary, there is not a single article that regulates the authority of a notary to make a *Covernote* which is generally used by banks. This authority can be understood as part of the notary's function in providing legal services and assisting in the administrative process related to documents that require further approval. The *Covernote* only applies as a statement from the notary or as an

official who made the *Covernote* which explains that a credit or guarantee has been bound. Although there are no regulations governing the notary's authority to make *covernote*s, the making of *covernote*s must be carried out with full responsibility and comply with all applicable legal provisions. Based on the decision of the Jember District Court Number 82/Pdt.G/2022/PN Jmr, the *Covernote* made by the notary was canceled by the judge because it caused losses to the plaintiff.

The legal consequences of carrying out the notary's duties in making *covernote*s related to agreements at banking institutions are that if the *covernote* is proven to contain inaccurate information or is issued without following the correct procedures, the court can cancel the *covernote*. This cancellation means that the *covernote* is considered to have no legal force and cannot be used as a basis for further action. In the case of Decision Number 82/Pdt.G/2022/PN Jmr, the court canceled the *covernote* because it did not comply with the provisions of the law. In addition, the legal consequences for the notary if the *covernote* is canceled, the notary can be asked for compensation, as stated in Article 1365 of the Civil Code, that every unlawful act that causes loss to another person, requires the person whose fault causes the loss, to compensate for the loss. As well as Article 1366 of the Civil Code which states that everyone is responsible not only for losses caused by their actions, but also for losses caused by negligence or carelessness. Notaries can also be subject to administrative sanctions from the notary professional supervisory agency if a violation of the code of ethics or laws and regulations is found. These sanctions can be in the form of warnings, fines, or even revocation of practice permits.

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Law No. 2 of 2014 concerning Amendments to Law No. 30 of 2004 concerning the Position of Notary.

Law No. 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 concerning Job Creation into Law