

The Importance of Notarial Deeds in Resolving Land Disputes for Cultivation Rights that Exceed Third Party Land Ownership (Study at PT Secang Sukosewu Kediri)

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Abstract. Land holds a vital importance for every individual in society. The growing demand for land has become unbalanced, leading to various problems. Land has long been a source of conflict, with many willing to resort to any means to maintain their property. With the emergence of land conflicts, the law plays a crucial role in clarifying and resolving land ownership issues. To ensure legal certainty regarding land rights, land registration is necessary, as stipulated in Article 3 of Government Regulation Number 24 of 1997 concerning the purpose of land registration. Land registration is indeed a solution to achieve legal certainty in protecting land rights. However, land registration in Indonesia is currently considered to be still not running smoothly, which has resulted in land disputes within the community regarding land ownership boundaries, such as Cultivation Rights (HGB) that exceed the boundaries of other people's property rights. Many land disputes in Indonesia still occur, often related to boundaries of land ownership rights that exceed the boundaries of other people's property rights. One such incident occurred in Kediri Regency, namely a rubber plantation owned by PT. Secang Sukosewu owns land under a Cultivation Use Right (HGU), whose boundaries extend beyond the boundaries of another person's land. This has led to controversy among the respective landowners.

Keywords: Article 3 of Government Regulation Number 24 of 1997 concerning the Purpose of Land Registration; Cultivation Rights; PT Secang Sukosewu Kediri.

1. Introduction

Land holds vital importance for every individual in society. In addition to its economic value, which can be reserved as a resource for future human life, land also holds a spiritual aspect for the environment and its survival. It serves as a place for human settlements and activities, and even after death, people need land. Considering that land is very valuable for humans and that land can be used as a means of measuring the nation's welfare, state intervention is needed to regulate it. The state has an important role in realizing a just and prosperous society based on Pancasila and the 1945 Constitution, namely through development in all aspects of life in accordance with the interests of society and the public interest, such as people's settlements, construction of highways, plantations and so on.

The growing demand for land for the community has become unbalanced, leading to various problems. Land has long been a source of conflict, with many people willing to do anything to maintain their property. With the emergence of land conflicts, the law plays a crucial role in clarifying and resolving land ownership issues. To ensure legal certainty regarding land rights, land registration is necessary, as stipulated in Article 3 of Government Regulation Number 24 of 1997 concerning the purpose of land registration. Land registration is indeed a solution to obtain legal certainty in protecting land rights. However, land registration in Indonesia is currently considered to be still not running smoothly, which has resulted in land disputes within the community regarding the boundaries of land ownership rights, such as the Right to Cultivate, which exceeds the boundaries of other people's property rights. The right to cultivate (hereinafter referred to as HGU) as one of the rights to land in Indonesia, as regulated in Article 16 paragraph (1) of Law Number 5 of 1960 concerning Basic Agrarian Regulations (hereinafter referred to as UUPA), is a type of land right held to fulfill the need for land for Indonesian citizens and legal entities established according to Indonesian law and domiciled in the territory of Indonesia. The term HGU, as can be found in UUPA, is not the same as erfpacht rights and is not a translation of erfpacht rights inherited from Dutch law, although initially the idea came from erfpacht rights. Later, the term HGU was not recognized and did not originate from customary law in Indonesia. Based on Article 28 paragraph (1) UUPA, HGU is defined as a right to cultivate land directly controlled by the state for a certain period of time, for agricultural, fishery and livestock companies. Thus, based on the definitive article, the granting of HGU must be in accordance with the purpose of land use, namely limited to agricultural, plantation, fishery and livestock businesses. However, it does not rule out the possibility of constructing buildings on HGU land as long as it is directly related to the relevant cultivation. HGU is a right to land, which can be obtained by a legal subject, thus, the legal subject holding HGU only has the authority to cultivate land to the extent of the authority to cultivate or utilize the natural resources available based on the provisions in UUPA.

Based on the UUPA, HGU is a primary land right with specific specifications. The specifications of HGU are not as strong, complete, and hereditary as those of ownership rights. In this sense, HGU is only limited in its validity, although it can be transferred and assigned to other parties. Based on the explanatory memorandum of the UUPA, it has been acknowledged that at the time of its issuance, HGU was born as a new right to land to meet the needs of modern society and was granted by government decree to (only) lands directly controlled by the state (state land). The nature and main characteristics of HGU are also determined in the provisions of the articles found in the UUPA, which the author can summarize as follows:

1. HGU is classified as a strong land right, meaning it is not easy to erase and is easy to defend against interference from other parties because HGU is a registered right (power of right).
2. HGU can be transferred and transferred by the right holder to another party who has the right (transfer).
3. The period and stages of HGU control are limited, meaning that the accumulation of the initial grant period and its extensions will definitely end at some point (period and stages of control).
4. HGU can be used as collateral for debt by being burdened with a mortgage (burden).
5. HGU is obtained by government determination and can be released or deleted, so that the HGU land returns to state land (acquisition and deletion).
6. HGU can only be granted on state land, with a certain area, to certain legal subjects, for the purposes of agricultural, fisheries and livestock businesses (limits on subjects, objects and area).

2. Research Methods

Legal research is a scientific activity based on specific methods, systematics, and thinking. The research objective is a statement of the formulated problem formulation. Therefore, the research objective must be related to the content of the research problem formulation. This research uses a sociological juridical research type, namely by discovering legal realities experienced in the field or an approach that stems from problems regarding legal matters and existing realities. Sociological juridical legal research primarily examines primary data in addition to collecting data from secondary sources. Therefore, in this research, sociological juridical is more suitable, because in the formulation of the problem the data obtained is more accurate.

Through this method, a person is expected to be able to express, determine, and analyze truths, because the method can provide guidance on how a scientist studies, analyzes, and understands the problems they face. Research methods can be defined as the principles and procedures for solving problems encountered in conducting research.

This study uses a type of Sociological Juridical research, Sociological Juridical, namely by finding legal realities experienced in the field or an approach that stems from problems regarding legal matters and existing realities. Sociological juridical legal research primarily examines primary data in addition to also collecting data sourced from secondary data. So in this study it is more suitable to use sociological juridical, because in the formulation of the problem the data obtained is more accurate. The specifications of this study use analytical descriptive research specifications. Descriptive, namely research that aims to describe something in a particular area and at a certain time. Analytical, meaning linked to existing legal theories and/or laws and regulations related to the object being studied, namely the importance of notarial deeds in resolving land disputes over Cultivation Rights that exceed third party land ownership rights (study at PT Secang Sukosewu Kediri). Secondary data is data obtained from library materials, obtained from sources in the form of primary and secondary legal materials. The data collection method is based on the data sources obtained in this study. Data were collected through interviews and library research. Data analysis is crucial in any research to provide answers to the research questions. Before data analysis is conducted, data collection is conducted first. The method used to analyze and process the collected data is qualitative analysis. Qualitative analysis essentially emphasizes deductive methods as the primary basis and inductive methods as supporting procedures. Qualitative analysis primarily utilizes library materials as its research data sources. Data that have been analyzed qualitatively, in this case the relationship between theories obtained from the literature study, will be analyzed and reviewed, then systematized into a data analysis compiled in the form of legal writing.

3. Results and Discussion

3.1. Implementation of Law and Obstacles in Resolving Land Disputes Regarding Cultivation Rights That Exceed Third Party Land Ownership Rights at PT Secang Sukosewu Kediri

In land law, there are regulations regarding land control rights in the UUPA, for example, it regulates and determines data on levels or hierarchies of land control rights explained as follows:

1. The rights of the Indonesian people as referred to in Article 1 as the highest right to control land, have civil and public aspects;

2. The state's right to control as referred to in Article 2, has a purely public aspect;

3. The customary rights of customary law communities referred to in Article 3 have civil and public aspects;

Individual rights, all of which have civil aspects, consist of:

a. Land rights as individual rights are all directly referred to in Articles 16 and 53 of the UUPA.

b. Waqf, Article 49 UUPA.

c. Security rights over land, Articles 25, 33, 39, and 51 UUPA.

Land rights are contained in Article 16 Jo 53 UUPA, which are grouped into 3 (three) areas, namely:

a. Permanent land rights. These land rights will remain in place as long as the UUPA is in effect or not.

b. Land rights which will be determined by law. Land rights which will emerge later, which will be determined by law.

c. Temporary land rights

This land right is temporary in nature, in a short time it will be removed because it contains extortion, feudal and contradictory to the spirit of UUPA. Regarding the location of 402,700 ha of land which is the object of dispute between the people of Kraton Village, Mojo District, Kediri Regency and PT Secang Sukosewu, the parties claim to have ownership rights to the land. Residents of Kraton Village, Mojo District, Kediri Regency claim to own, control / cultivate the disputed land plot on the basis that some people physically control the land or cultivate the land because they feel they have bought it from someone based on evidence of a Sale and Purchase Deed before the PPATS (Temporary Deed Making Official) of Mojo District, some cultivate it because they hold Petok D / Letter D, and the rest say they cultivate it because they have a Certificate. PT. Plantation. Secang Sukosewu has been established since 1984 and has obtained the Right to Cultivate since 1984 and ended on December 31, 2009 and the Right has been extended until December 31, 2034, but in terms of obtaining Land Rights PT. Secang Sukosewu has changed Directors in 1995, since then according to the Director's statement that the area of the Right to Cultivate is 402,700 Ha and it turns out that in 2005 it was discovered that in the Right to Cultivate area there was still land controlled by the community covering an area of 19 ha (nineteen hectares) by 40 (forty) cultivators.

The community carried out cultivation on the border of the Right to Cultivate so that PT. Secang Sukosewu in this case the new Directors initially did not know if there were still areas cultivated by community members based on ownership documents, so after knowing that there was community control in the right to cultivate area, PT. Secang Sukosewu submitted a measurement of the return of the boundary of the right to cultivate area to ensure the boundary of community land and plantation land, from the results of the measurement it can be obtained that there is indeed an area controlled by the community.

Various efforts have been made to secure legal certainty for the rights of each party. PT. Secang Sukosewu has approached the community and provided insight into land rights and several solutions to be agreed upon that would not be detrimental to both parties. The tenants who control the land have made efforts, such as filing a lawsuit at the Kediri Regency District Court in 2005, but the results were nil. PT. Secang Sukosewu offered mediation, but this was accepted by some residents and rejected by others. The community attempted to obtain land certificates at the Kediri Regency National Land Agency, but some of them were unable to obtain certificates.

Article 12 paragraph 29 (two) of Government Regulation Number 40 of 1996 states that: "Holders of Land Use Rights are prohibited from handing over the management of Land Use Rights to other parties, except in cases permitted by statutory regulations."

However, PT Secang Sukosewu never transferred its Land Use Rights (HGU) to the tenants. This was due to irresponsible individuals who caused the sale and purchase of land for cultivation without the knowledge and permission of PT Secang Sukosewu, the legitimate holder of the HGU. These individuals have fulfilled their obligations to be accountable for all their actions in accordance with applicable legal processes.

In Government Regulation Number 40 of 1996 Chapter II Article 3 paragraph (1) it states: "Holders of Cultivation Rights who no longer fulfill the requirements as referred to in Article 2, within a period of 1 (one) year are required to relinquish or transfer said Cultivation Rights to another party who fulfills the requirements."

The abuse of rights in land law has a very large impact that can be felt, and with the existence of the Civil Code, UUPA, Government Regulations and other regulations related to land law, it will be a barrier against all errors that will harm oneself or others.

3.2. Legal Aspects of Notarial Deeds and the Role of Notaries/PPATs in Resolving Land Disputes Regarding Land Use Rights that Exceed the Land Ownership Rights of the Parties

One way to resolve land issues is by canceling the Land Title Certificate that has been controlled by a third party. Article 1 number (14) of the Regulation of the Minister of State for Agrarian Affairs Number 9 of 1999 states that what is meant by cancellation of land titles or land title certificates is because the decision contains administrative legal defects in its issuance or to implement a court decision that has obtained permanent legal force. Cancellation of land titles includes cancellation of:

1. Decision on granting rights;
2. Land Title Certificate;
3. Decisions on granting rights in the context of regulating land ownership.

The cancellation of land rights is issued due to administrative legal defects in the issuance of the decision to grant and/or certificate of land rights or in implementing a court decision that has obtained permanent legal force. The cancellation of land rights due to administrative legal defects through an application from the interested party in this case PT Secang Sukosewu is submitted directly to the Minister or appointed Official or through the Head of the Land Office, namely the National Land Agency of Kediri Regency.

Therefore, it is not right to resolve issues through political means such as granting legalization or recommendations to certain groups by institutions outside the Land Agency, which ultimately creates legal uncertainty. The Basic Agrarian Law, as a law, can certainly be used as a guideline in resolving occupation issues by implementing the provisions that exist in the reality of state and social life. However, in reality, what is formally regulated in legal principles, especially in the Basic Agrarian Law, is not always followed carefully.

These land dispute resolution mechanisms serve as guidelines only. In practice, these mechanisms depend on the type of problem, whether it's complex or simple. However, even with a land dispute resolution mechanism in place, consensus-based deliberation remains the preferred method as the wisest and most effective solution.

The settlement of the PT Secang Sukosewu Land Use Rights (Hak Guna Usaha) dispute was carried out through mediation, bringing together representatives from PT Secang Sukosewu and representatives of the community cultivating the land in Kraton Village, Mojo District, Kediri Regency. Mediation is defined as an effort to resolve a dispute through negotiation with the assistance of a neutral

third party (mediator) to find a solution that can be agreed upon by the parties. The mediator's role in mediation is to provide substantive and procedural assistance to the disputing parties. However, in mediation, the mediator may not or does not have the authority to decide or implement a form of settlement.

If possible, a partnership agreement can be signed. The goal of the partnership between PT Secang Sukosewu and the tenant farmers is to return the Land Use Rights (HGU) to the original land rights holder, PT Secang Sukosewu. This agreement will then be outlined in a Partnership Agreement between PT Secang Sukosewu and the tenant farmers, which will be signed by both parties.

Another form of mediation is the creation of a written cooperation contract with a profit-sharing ratio of 70% for the plantation owner and 30% for the community. This contract, in turn, aims to ensure fairness. In this case, fairness is not about equal distribution of profits, but rather emphasizes the rights and obligations that have been exchanged in a balanced and mutually beneficial manner.

This profit-sharing contract is a form of contract-based justice, which occurs because the principle of justice chosen together is truly a mutual agreement of all free, rational, and equal people. Only through a contract can justice guarantee the rights and obligations for all people and be distributed equally. And this is in line with PS Atiyah, who views the contract as having the following objectives:

1. Contracts must be enforced (enforced) and provide protection against reasonable expectations.
2. The contract is to prevent the unfair increase in wealth.
3. Contracts prevent certain losses from occurring in contractual relationships.

By signing the agreement before a Notary and witnesses, both parties have bound themselves in an agreement and if in the future there is a dispute again, both parties agree to resolve the problem through deliberation, but if the deliberation does not find a solution, then both parties agree to submit this problem to the Court of the place according to their domicile, namely the Kediri Regency District Court.

Another way to secure plantation areas is by allowing communities around the plantation to plant specific crops that won't interfere with the plantation's crops. If possible, communities surrounding the plantation could even be provided with loans to cover the costs of certifying their land, so that the boundaries of the plantation area are automatically protected after the certification process is complete.

There are two types of legal protection: preventive and repressive. Preventive legal protection allows the public to raise objections or opinions before a government decision is finalized. Therefore, preventive legal protection aims to prevent disputes. Conversely, repressive legal protection aims to resolve disputes. Preventive legal protection is crucial for government actions that are not based on applicable regulations. Preventive legal protection encourages the government to be cautious in making decisions based on established policies.

Preventive protection is a form of prevention that needs to be carried out before a dispute occurs, such as the case between PT. Secang Sukosewu and residents, including:

1. The authorized government, namely the National Land Agency, must carefully examine the existing documents, so as not to issue certificates that do not meet the requirements as stipulated by applicable laws.
2. The National Land Agency must carry out measurements based on the determination of boundaries indicated by the applicant, namely where the location and boundaries are with the agreement of the neighbors who border the land (*contradictoire delimitate*), so that there is no division or expansion of the area which results in changes to the boundaries of the area, where both parties then agree to confirm the boundaries of the rights to the land and avoid land disputes.

The principle of *contradictoire delimitate* or contradictory delimitation is a norm used in land registration by requiring land rights holders to pay attention to the placement, determination and maintenance of land boundaries in a contradictory manner or based on the agreement and consent of the interested parties. The interested parties in this case are the owner of the Right to Cultivate, namely PT Secang Sukosewu which borders the land owned by a third party, namely residents. Provisions regarding this principle are contained in Government Regulation (PP) Number 24 of 1997 concerning Land Registration Articles 17, 18 and 19. The application of this principle is closely related to the application of the principle of consensualism, the principle of consensualism itself comes from the word consensus which means "agreement", this word means "an agreement has been born since the moment the agreement was reached", by doing so between PT Secang Sukosewu and the residents, the land boundary agreement that was carried out was valid if both had agreed, so that the legally made agreement applies as a law for those who made it and each must fulfill the obligation to maintain the location of the land boundary. Therefore, the presence and consent of the adjacent landowner is a requirement for land registration.

3.3. Validity of Notarial Deeds

The word "notary" comes from the word "notarius," which refers to a servant within an institution who possesses the ability to write quickly. The characteristics of this institution are reflected in today's notaries, namely:

1. Appointed by the general authority;
2. For the benefit of the general public and;
3. Receive service fees (honorarium) from the general public.

The notary institution itself is a social institution that arose from the need in social interactions regarding civil legal relationships between individuals who require evidence between them. The group of people who are skilled in carrying out certain writing tasks are called notaries, which comes from the word *nota literaria*, which means written signs or characters that they use to write or illustrate words.

Article 1 paragraph (1) of Law Number 30 of 2004 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. The following provisions as stated in Article 1 paragraph (1) in conjunction with Article 15 paragraph (1) of the UUJN can be seen:

1. A notary is an official who is entrusted by the government (state) to carry out some of the government's functions;
2. A notary is an official who is authorized to make authentic deeds;
3. All actions related to agreements and provisions required by statutory regulations and/or desired by the interested parties must be stated in an authentic deed;
4. As a public official who has been entrusted by the government, a notary is obliged to guarantee the certainty of the date of the deed, keep the deed, provide the grosse, copies and extracts, and;
5. All of this, as long as the making of the deeds is not assigned or excluded to other officials or other people determined by law, the public function of the state, especially in the field of civil law, to make authentic evidence. What is meant by evidence is based on Article 1866 of the Civil Code.

-Written Evidence

-Evidence with witnesses

-Suspicion suspicion

-Oath of Confession

Notary as stated that the term Public Official has been standardized as a legal terminology since the enactment of the Notary Position Regulation 1860 Number 3 which was in effect from July 1, 1860 until now in the era of the enactment of Law Number 30 of 2004 concerning the Position of Notary which was promulgated on October 6, 2004. In principle, Law Number 30 of 2004 concerning the Position of Notary has given trust to Notaries as Public Officials as referred to in Article 1 paragraph (1). Article 1867 of the Civil Code states that written evidence is carried out with authentic writings and private writings. An authentic deed is a perfect evidence, namely if an authentic deed is submitted as evidence in a trial, then no other supporting evidence is needed to state that the authentic deed is true. This is because an authentic deed has been confirmed to be true. The deed is authentic after the Notary becomes a public official, meaning that he has been appointed and sworn in, only then is the deed made authentic. Notaries as public officials are given the authority by the government to make authentic deeds as referred to in Article 1868 of the Civil Code, namely a deed in a form determined by law, made by or before a public official authorized to do so at the place where the deed is made. According to the law or civil service regulations, Notaries as public officials are not civil servants. Notaries do not receive a salary but receive an honorarium as a reward for services rendered to the community.

A notary is responsible for making authentic deeds. A notary is authorized to create evidence that clearly determines a person's rights and obligations as a legal subject in society. Law of the Republic of Indonesia Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (hereinafter referred to as UUJN) stipulates that deeds must be made, among other things, in the presence of or by a public official, attended by witnesses, accompanied by a reading by the notary and then signed by the parties. A notary is a public official who has the authority to make authentic deeds regarding all actions, agreements and determinations as long as the making of certain authentic deeds is not specifically for other public officials or requested by the parties making the deed.

Authentic Deed in accordance with Article 1868 of the Civil Code, namely:

"An authentic deed is a deed made in the form determined by law by or before a public official authorized to do so at the place where the deed is made."

A Notarial Deed as an authentic document has perfect evidentiary power for the parties who made it, along with their heirs and the person who received the rights. The meaning of perfect proof here is that its existence cannot be denied and its contents cannot be denied, this is because the agreement was made by an

authorized official, namely a Notary. Notarial Deeds themselves are classified into Partij Deeds (Party Deeds) and Reelas Deeds;

1. Party Deed

A deed made by a Notary by consolidating the information from the interested parties is written in the form of a deed determined by law. The law requires that a deed of a party, threatened with the loss of its authenticity or the imposition of a fine, must be signed by the parties concerned or at least the deed must explain the reason for not signing the deed by the party or parties concerned. Examples include Deeds of Sale and Purchase, Deeds of Transfer of Rights, Deeds of Inheritance, Deeds of Gifts.

2. Reelas Deed

A notary public, in his/her capacity, executes a deed. This deed is prepared by the notary based on the agreement between the parties, so that the notary can record or write down everything discussed, which is prepared by the notary directly and relates to legal or other actions taken by the parties, so that these actions are prepared or outlined in a notarial deed. For example, the minutes of a general meeting of shareholders (GMS).

"Thus, in the case of a notarial deed as evidence in court, the deed becomes evidence that cannot be denied by the parties and the judge must believe that the evidence is valid, unless the other party can deny its truth or there is other evidence that states otherwise.

Notarial deeds contain 3 (three) evidentiary powers, namely:

1. The power of external proof. "The ability of the deed itself to prove its validity as an authentic deed in accordance with applicable legal regulations, does not need to be contradicted by other evidence until proven otherwise, meaning until someone proves that the deed is not externally an authentic deed."

2. Formal evidentiary power. "A Notary/PPAT Deed formally proves the truth and certainty regarding the day, date, month, year, hour or time of appearing and the identity of the parties appearing, the initials and signatures of the parties, witnesses and Notary/PPAT as well as the place where the deed was made. Apart from that, it proves the truth of what was seen, witnessed, heard by the notary as a public official in carrying out his/her position. So that the notary deed provides certainty that what is stated in the deed was actually carried out by the notary or explained by the parties appearing according to the procedures determined in making the deed."

2. The power of material proof. "The ability of a deed to provide certainty between the parties regarding the material of a deed, that an event in the deed has actually occurred. If it turns out that the statements of the parties do not occur, then this is the responsibility of the parties themselves, the Notary does not need to be responsible for such things." The three powers of proof of the deed are a unity that cannot be separated from one another, all three must be seen as one in order to assess and provide proof and authenticity of a deed. The perfect power of proof in a deed can experience a lower status as evidence, if there is a violation of the provisions of the requirements based on applicable law.

The deed itself is a form of evidence because it is made by a notary and is authentic. Authentic here means having certainty in its contents. The deed is binding and perfect evidence that must be trusted by the judge and must be considered true and does not require additional evidence. An authentic deed itself is the strongest evidence, even said to have true and binding proof. Thus, the truth of the contents and statements contained therein is perfect and binding on the parties regarding what is stated in the deed, and is also perfectly binding on the judge so that the judge must use it as a perfect and sufficient factual basis for making a decision on the disputed case. By examining the legal basis of the UUJN and Article 1868 which states:

"An authentic deed is a deed made in the form determined by law by or before a public official authorized to do so at the place where the deed is made."

In the analysis of the four Deeds of Transfer of Rights, no errors were found by the Notary regarding the contents of the deed and the truth of the deed does not result in a legal flaw. The deed was also based on the provisions of the Deed as stipulated in the UUJN. This Deed of Transfer of Rights contains a correct and clear systematics. This Deed of Transfer of Rights has proof as referred to in Article 1865 of the Civil Code which states:

"Anyone who claims that he has a right or, in order to confirm his own right or deny another person's right, points to an event, is obliged to prove the existence of that right or event."

Based on this article, it can be concluded that anyone who holds a right can prove it in court. The validity of a deed itself is determined by its authenticity. An authentic deed has perfect evidentiary force, both formally and materially. According to Article 1868 of the Civil Code, a deed can be considered authentic if it meets several requirements:

1. The deed is made before a public official.

In this case, the deed is made by Notary EM, SHM, Kn who is a public official appointed by law to make a deed. In accordance with the Decree on the appointment of Notaries in their respective regions.

2. The deed is drawn up in the form determined by law.

The deed made by Notary EM, SH, M.Kn is in accordance with the form determined by UUJN.

3. The public official by or before whom the deed is made must have the authority to make the deed. Every deed must be made by a Notary whose area of work covers the object of the transaction and therefore has the authority to make it.

From this case, it can be concluded that a notary must be meticulous and precise in drafting a deed. They must pay attention to the documents brought by the parties to avoid disputes and conflicts in the future. A notary must also be fully aware of not participating in actions that will harm or compromise their integrity. Therefore, the primary duty of a notary is to draft an authentic deed with the power of proof. A deed prepared by a notary as a public official has legal force and can be used as written evidence for those who draft it.

4. Conclusion

From the descriptions that have been discussed above, there are several things that can be concluded that, the Implementation of Government Regulation Number 40 of 1996 in relation to the acquisition of Cultivation Rights of PT. Secang Sukosewu which exceeds the land ownership rights of third parties, the land is returned first to the control of the State so that control over the former Cultivation Rights land must of course go through the process and procedures as stipulated in the Laws and Regulations. In other words, the de jure aspect before control over the land is carried out, is an indicator of the validity of land control considering that the granting of land rights is a government determination in order to provide a right to state land. The holder of the Cultivation Rights who never handed over and / gave permission for the Cultivation Rights land to be managed by a third party to be used as a place to plant rubber trees and a place to meet their needs, the cultivation of the Cultivation Rights land clearly violates the rules where other than the rights holder is not allowed to cultivate the land or land unless there are other factors with the approval of the authorized party. The efforts taken to resolve the land dispute over the Right to Cultivate of PT Secang Sukosewu were first carried out through mediation by bringing together representatives from PT Secang Sukosewu and representatives of the farming community of Kraton Village, Mojo District, Kediri Regency. The definition of mediation is an effort to resolve disputes through negotiations with the assistance of a neutral third party

(mediator) to find a solution that can be agreed upon by the parties. Secondly, through Partnership Cooperation. The purpose of the Partnership Cooperation between PT Secang Sukosewu and the Farmers is to return the Right to Cultivate to the original holder of the rights, namely PT Secang Sukosewu. The results are then stated in a Partnership Agreement between PT Secang Sukosewu and the Farmers and will be signed by both parties. By signing the agreement before a Notary and witnesses, both parties have bound themselves in an agreement and if in the future there is a dispute again, both parties agree to resolve the problem through deliberation, but if the deliberation does not find a solution, then both parties agree to submit this problem to the Court of the place according to their domicile, namely the Kediri Regency District Court. Thirdly, by securing the plantation area, it can also be done by securing the plantation area, it can also be done in other ways, namely the community around the plantation is allowed to plant certain plants that will not interfere with the plantation plants. Even if possible, the community around the plantation is given a loan for the cost of certifying their land, so that the plantation area is automatically protected after all the certification processes are completed. Suggestions from the descriptions that have been discussed above, there are several suggestions put forward by the author, namely, Owners of land rights both from residents and from PT Secang Sukosewu when registering their land should act in good faith by providing true data so as not to cause data errors, and correctly indicate the boundaries of their legitimate land rights so as not to result in the certificate being defective, and BPN as an authorized official in making certificates, before issuing certificates when taking physical and juridical data must be done with actual data and maximally to avoid errors that result in overlapping data that can cause legal defects in the certificate products issued. Consensus and partnership cooperation based on the principle of mutual benefit are the best solutions in addressing land conflicts between Land Use Rights holders and local residents.

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