

Legal Responsibility of PPAT for Forgery of Documents of the Parties in Making a Deed of Sale and Purchase

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Abstract. *This study aims to determine and analyze the legal responsibility of the Land Deed Official (PPAT) for falsification of documents of the parties in making a deed of sale and purchase, to determine and analyze the obstacles and solutions to the problem of falsification of documents of the parties in making a deed of sale and purchase, to determine and analyze the form and nature of the deed. The approach method in this study is the statute approach. This type of research is normative research. The types and sources of data in this study are secondary data obtained through literature studies. The analysis in this study is perspective. The results of the study indicate that PPAT has administrative responsibilities, these responsibilities include the obligation to conduct detailed examinations and verifications of the identity and related documents, in order to prevent forgery that can harm all parties. If the PPAT does not comply with this administrative responsibility, the impact will not only affect the validity of the deed issued, but also has the potential to cause legal losses and damage the reputation of the PPAT itself. In addition, the PPAT also has civil responsibilities, in this case, the PPAT can be held accountable for losses experienced by the parties due to undetected document falsification. In addition, PPAT also has criminal responsibility, if PPAT is proven to be involved, either directly or through negligence, in document falsification, they can be subject to criminal sanctions in accordance with the law.*

Keywords: Document; Forgery; Liability; Sale.

1. Introduction

Article 1 paragraph 3 of the 1945 Constitution states that "The State of Indonesia is a state of law" which emphasizes that every citizen has an equal position before the law and must comply with existing regulations. All legal actions taken by the

community must be supported by evidence that shows that the legal act has occurred. For example, in the case of a transfer of rights to an object, the evidence required is a deed that can be used as proof of ownership and function as valid evidence in the future.

Along with the progress of the times and rapid economic growth, the community's need for land ownership for business or investment purposes is increasing. This increase in demand causes land prices to become increasingly high, and many people see land purchases as a profitable form of investment. Land sale and purchase transactions are legal actions and the process of transferring rights that require proof of land ownership as the object of the transaction. This proof is carried out through a deed of sale and purchase prepared by a public official known as PPAT.

Government Regulation Number 24 of 1997 as amended by Government Regulation Number 18 of 2021 concerning Land Registration, stipulates that all transfers of land rights and ownership rights to apartment units, whether through sale and purchase, exchange, grant, income, or other methods of transfer of rights, except through auction, can only be registered if accompanied by a deed prepared by an authorized PPAT in accordance with the provisions of applicable laws and regulations.

PPAT is a public official who has the authority to prepare authentic deeds related to land rights or ownership rights to apartment units, in accordance with Article 1 number 24 of Government Regulation Number 24 of 2016. All deeds made by PPAT are considered authentic deeds that must meet the applicable forms and provisions. Based on Article 1868 of the Civil Code (KUH Perdata), an authentic deed is a deed that is prepared in accordance with the format stipulated by law, and is made by or before an authorized public official at the place where the deed is made.

An authentic deed is a means of evidence with high legal force. This authentic power lies in the fact that the deed is believed without the need for additional proof, which meets the needs of the parties to ensure certainty, order, and legal protection, both for themselves and the community in general. Basically, an authentic deed reflects formal and material truth according to the information submitted by the parties to the PPAT. The PPAT has the responsibility to record the wishes of the parties in the deed, as well as to read the deed so that all parties truly understand and agree to the contents of the deed before signing it.

As with PPAT, in carrying out his duties and authority as a maker of written evidence in the form of authentic deeds, he has a very important role for society. A PPAT, in addition to having to have theoretical knowledge of laws and theories related to the deeds he will draft, must also fulfill high legal ethical responsibilities. This includes noble values and awareness of his duties and responsibilities towards

the deeds made, as well as responsibility towards his position institution including his office and employees, in accordance with the provisions of the law and good moral integrity in accordance with his Professional Code of Ethics.

A professional code of ethics is a set of norms agreed upon by a particular community group, in this case the Association of Land Deed Officials (IPPAT) for PPAT. The application of this code of ethics depends on the moral awareness of the members of the profession. Violation of the code of ethics can result in sanctions from the organization, such as written sanctions or, in more serious cases, dismissal from membership of the organization.⁸ This is different from statutory regulations, where non-compliance with the law can result in sanctions imposed by the state.

Article 1365 of the Civil Code, every unlawful act that causes harm to another person requires the perpetrator to compensate for the loss. In addition, Article 1366 of the Civil Code states that everyone is responsible not only for the losses caused by their actions, but also for losses arising from negligence or lack of caution. Therefore, negligence that causes harm can be categorized as an unlawful act.

With this responsibility, in carrying out their duties and positions, Notaries and PPATs must comply with the contents of the oath of office as regulated by law. For Notaries, Article 4 paragraph (2) of the UUJN states that they must carry out their positions with integrity, honesty, thoroughness, independence, and impartiality. Meanwhile, for PPATs, Article 34 paragraph (1) of Perkaban Number 1 of 2006 stipulates that they must carry out their positions honestly, orderly, careful, consciously, responsibly, and impartially.

In addition, a Notary and PPAT are not only responsible for their personal actions, but also for all aspects of their position, including their office management system and the legal relationship between the Notary or PPAT and their office employees. Based on Article 1367 paragraph (1) of the Civil Code, a person is not only responsible for losses caused by their own actions, but also for losses arising from the actions of people under their responsibility or from goods under their supervision (vicarious liability). Therefore, in carrying out their duties, a Notary or PPAT must act professionally and also be responsible for their position and employees.

Civil sanctions are imposed on PPAT if they commit acts that violate the law and cause losses to related parties. This is regulated in Article 1365 of the Civil Code, which states that any act that violates law and results in loss to another person, requires the party whose fault caused the loss to compensate for the loss.

Given the importance of the process of transferring land rights that must be carried out in accordance with laws and regulations, PPAT as an official authorized to make agreements should comply with applicable provisions. This includes not

violating the Instruction of the Minister of Home Affairs No. 14 of 1982 which prohibits the use of absolute power of attorney in the transfer of land rights, as well as Article 39 paragraph 1 letter d of the Government Regulation of the Republic of Indonesia Number 24 of 1997 concerning Land Registration.

Every land-related problem must be addressed seriously to prevent it from developing into an issue that can cause unrest in society, which has an impact on social, economic, political, and security aspects. In this context, land policy handles land disputes, conflicts, and problems systematically and in an integrated manner. One approach is to group problems based on their typology and then conduct an analysis to identify the root of the problem.

2. Research Methods

The approach methods in this study include the statute approach and the conceptual approach. The statute approach is used on the basis of analyzing all relevant laws and regulations to the legal issues being studied.⁹ This approach aims to understand the existing legal basis. In addition, the conceptual approach is applied to analyze legal materials in order to understand the meaning contained in legal terms.¹⁰ This approach aims to identify new meanings or test legal terms in theory and practice.¹¹ In this study, the types and sources of data in this study are secondary data. Secondary data refers to information obtained from literature which is the result of previous research. The method used is the literature technique (study document). The analysis is carried out prescriptively, namely to provide arguments for the research results that have been achieved.

3. Results and Discussion

3.1. Legal Responsibility of Land Deed Making Officials (PPAT) for Forgery of Documents of the Parties in Making Sale and Purchase Deeds

Land sale and purchase transactions are generally carried out through a deed of sale and purchase drawn up by a Land Deed Making Officer (PPAT) to facilitate the transfer of rights from the seller to the buyer. This is in accordance with Article 19 of the Basic Agrarian Law (UUPA), which stipulates that registration of the transfer of land rights.

According to Article 32 Paragraph (1) of Government Regulation Number 24 of 1997, a certificate is proof of legal rights and functions as strong evidence. This means that, as long as there is no evidence to the contrary, the physical data and legal data stated therein are considered correct, as long as the data is in accordance with the information contained in the measurement letter and related land book.

The deed of sale and purchase of land made by the PPAT serves to confirm a legal event and prevent disputes. Therefore, the PPAT must carry out the sale and

purchase transaction completely and clearly, so that what is to be proven can be easily understood from the deed made. Based on Article 263 of the Criminal Code (KUHP) concerning forgery, the PPAT is not responsible for the inaccuracy of information submitted by the parties, if any party involved in the sale and purchase of land provides false data as if it were genuine. However, the PPAT can be subject to criminal sanctions based on Article 55 of the Criminal Code if he is aware of an attempt to falsify the data.

Article 55 of the Criminal Code (KUHP) regulates participation in criminal acts. In general, this article states that "Those who participate in committing a crime, whether as the main perpetrator, provider of assistance, or supporter, can be held legally responsible and parties who provide assistance or support to the perpetrator of the crime can also be subject to the same sanctions."

In any land dispute related to sale and purchase, the PPAT will likely be called as a witness in the District Court and asked to provide information regarding the deed that has been made. The PPAT is not responsible for the inaccuracy of information submitted by the parties, if any party involved in the sale and purchase of land provides false data as if it were genuine. However, the PPAT may be subject to criminal sanctions based on Article 55 of the Criminal Code (KUHP) if he is aware of any attempt to falsify the data.

In this case, PPAT can be subject to criminal sanctions if involved in data falsification efforts. PPAT can be sentenced to the maximum principal penalty threatened for the crime, reduced by one third. For example, for crimes threatened with the death penalty or life imprisonment, the maximum prison sentence imposed is fifteen years. A person is considered to have participated in an act if he has the necessary intent and knowledge.

In fact, in carrying out his duties, a PPAT must do so with full responsibility and confidence, in order to carry out his duties properly and correctly, and be ready to be responsible for mistakes, whether intentional or not. The PPAT is responsible for the identity of the parties involved in the legal act, regarding the object of the legal act, both physical data and legal data, as well as the truth of the information contained in the deed. This includes the type of legal act agreed upon by the parties and confirmation that payment in the sale and purchase has been made. If the PPAT does not have direct knowledge of this, he can seek testimony from witnesses required in making the deed.

Restrictions on the principle of freedom of contract are explained in Article 1338 paragraph (3) of the Civil Code which states that every agreement must be carried out in good faith. Therefore, the parties cannot arbitrarily determine the clauses in the land sale and purchase deed; everything must be based on and implemented in good faith. If the land sale and purchase deed is made in bad faith, for example by submitting false data to the PPAT, then the agreement can be

cancelled. This means that even though the agreement in making the land sale and purchase deed still exists, its status will depend on the decision of the District Court Judge.

In the laws and regulations relating to PPAT, it is stipulated that if a PPAT is proven to have committed a violation in carrying out his duties and office, he may be subject to administrative sanctions. However, there are no provisions regarding civil and criminal sanctions for PPAT. Therefore, if a violation occurs that meets the elements of a civil or criminal offense, the PPAT may be subject to civil sanctions in accordance with the Civil Code and criminal sanctions as stated in the Criminal Code.

The responsibilities of PPAT regarding deeds that have legal defects can be explained as follows:

1) Administrative responsibility

Administrative errors, often referred to as maladministration, committed by PPAT in the process of land registration and transfer will have legal consequences, namely that the PPAT can be asked to be responsible. Based on the authority held by PPAT in making authentic deeds, a PPAT is required to always be careful and cautious in dealing with each case, considering that they have professional abilities both theoretically and practically. Therefore, if a PPAT is negligent in making a deed that results in the deed being legally flawed, this can be considered as abuse of authority. As a public official who is given authority by law, every PPAT is expected to handle cases related to his authority, so that he cannot avoid accusations of abuse of authority.²⁴ This situation of abuse of authority will be increasingly apparent if there is an element of loss experienced by one or more parties, which will be seen when the PPAT deed he made is cancelled as a consequence of a legal defect in the deed.

Administrative accountability is also regulated in Article 62 of PP No. 24 of 1997, namely PPAT who in carrying out his duties ignores the provisions as referred to in Article 38, Article 39 and Article 40 as well as the provisions and instructions given by the Minister or appointed Official shall be subject to administrative sanctions in the form of a written warning or dismissal from his position as PPAT (Article 10 PJPPAT), also stipulated in Article 6 paragraph (1) of the IPPAT Code of Ethics, namely that members who violate the code of ethics may be subject to sanctions in the form of a warning, warning, schorsing (temporary suspension) from IPPAT membership, Onzetting (dismissal) from IPPAT membership, dishonorable dismissal from IPPAT membership.

The imposition of these sanctions is adjusted to the quantity and quality of violations committed by members (Article 6 paragraph (2) of the IPPAT Code of Ethics). Guidance and supervision of the implementation of PPAT duties is carried out by the Head of the National Land Agency (Article 65 in conjunction with Article

1 number 10 of BPN Regulation 1/2006). PPAT's administrative responsibilities also include tax responsibilities, which are additional authorities granted by tax laws. In this case, PPAT may be subject to administrative sanctions in the form of fines if they violate Article 91 paragraph (1) of Law No. 28 of 2009 concerning Regional Taxes and Regional Retributions, which states that "Land Deed Officials/Notaries may only sign deeds of transfer of rights to land and/or buildings after the taxpayer submits proof of tax payment." As a consequence of the violation, the PPAT may be subject to sanctions in accordance with the provisions in Article 93, namely the Land Deed Making Official/Notary and the head of the office in charge of State Auction Services, who violate the provisions as referred to in Article 91 paragraph (1) and paragraph (2) shall be subject to administrative sanctions in the form of a fine of IDR 7,500,000.00 (seven million five hundred thousand rupiah) for each violation.

Thus, the sanctions that can be imposed on PPAT who makes

a deed that does not comply with the formal and material requirements of the PPAT deed-making procedure is subject to dishonorable dismissal from office and the imposition of an administrative fine.

2) Civil liability

The PPAT's liability regarding gaps, negligence and/or omissions in making a deed of sale and purchase that does not meet the formal and material requirements for the procedures for making a PPAT deed can not only result in administrative sanctions, but also allow parties who feel aggrieved to file a claim for compensation.

In relation to the errors made by the PPAT, it is necessary to analyze the form of the error, namely whether it is a breach of contract or an unlawful act. General opinion states that a breach of contract occurs if there is an underlying agreement, while if there is no agreement, the violation is called an unlawful act. Based on this general principle, the author assumes that the actions of the PPAT that cause the deed to be legally defective can be considered an unlawful act, because there is no agreement between the PPAT and the client or related party in the deed.

To determine whether an act can be qualified as a violation of the law, the following conditions are required: it is contrary to the legal obligations of the perpetrator, contrary to the subjective rights of others, contrary to morality and contrary to propriety, accuracy and caution.

For an unlawful act to exist, it is not necessary to fulfill all four criteria cumulatively; it is sufficient to fulfill one of the criteria alternatively to qualify as a violation of the law. Civil sanctions can be imposed on PPAT for unlawful acts (*onrechtmatige daad*) that result in losses. Normatively, such acts are subject to the provisions of Article 1365 of the Civil Code, which states, "Every unlawful act

that causes loss to another person, requires the person whose fault caused the loss to compensate for the loss."

In carrying out his duties and office, the PPAT does not fulfill his obligation to produce an authentic deed that has perfect evidentiary force, and the deed contains legal defects, then is declared not authentic by a court decision because it does not meet the formal and material requirements in the procedure for making a PPAT deed, then the deed only has the force of a private deed or becomes null and void by law. This results in losses, so that this situation is contrary to the legal obligations of the PPAT, and the PPAT will be responsible for the losses incurred.

In addition to being contrary to the legal obligations of PPAT, this situation is also caused by a violation of the subjective rights of others. According to Meyers, subjective rights refer to rights granted by law to a person, specifically to protect its interests.³⁰ In the context of the creation of a legally defective PPAT deed, this can cause difficulties for the client or party entitled to the deed in exercising their rights. The client's rights guaranteed by law include the right to use the deed as valid evidence, which allows them to claim their rights and even dispute the rights of other parties.³¹ Thus, if the PPAT deed which is the basis for the transfer of land rights is declared void by the court, and the PPAT client does not obtain an authentic deed or cannot use the deed according to its function and role, then the client who should hold the rights cannot exercise his rights. In this case, the PPAT concerned will be responsible for the losses incurred.

The author argues that the consequences of errors caused by intent or negligence, such as carelessness, inaccuracy, and inaccuracy in carrying out legal obligations by PPAT when making a land sale and purchase deed, can interfere with the implementation of a person's subjective rights. If this results in losses for the related parties, then the PPAT must be responsible for replacing the losses experienced in the form of costs, compensation, and interest. Determination that a deed only has legal force under hand or is declared null and/or null and void by law, and becomes a crime of unlawful acts that cause losses, must be based on a court decision that has permanent legal force. Therefore, if there is a party who accuses or assesses that the PPAT deed is fake or incorrect because of deviations from the formal and material requirements in the PPAT deed making procedure, then the party must prove their allegations through a civil lawsuit process, not by reporting the PPAT to the police.

3) Criminal liability

Criminal sanctions against PPAT can be imposed if the PPAT is proven to have made a fake letter or falsified a deed, which meets the qualifications as a criminal act. The material and formal requirements in the procedure for making a PPAT deed are important aspects that must be adhered to in making a land sale and

purchase deed related to the duties of the PPAT office. The author is of the opinion that deviations from the material and formal requirements must be assessed based on the limitations set by the laws and regulations governing PPAT. This means that if a PPAT violates the formal aspects, the sanctions that can be imposed can be civil and administrative sanctions, depending on the type of violation, or sanctions according to the IPPAT code of ethics. Therefore, qualifying a violation of the formal aspects as a criminal act will be considered an action without a legal basis that cannot be accounted for. The imposition of criminal sanctions against PPAT can be carried out as long as the limitations that have been violated. In other words, in addition to fulfilling formulation of violations in the laws and regulations relating to PPAT, the IPPAT Code of Ethics must also be in line with the provisions contained in the Criminal Code (KUHP).

Intention (*dolus*) in criminal law refers to an act that is done with full awareness, understood, and known as such, so that there is no element of misunderstanding. On the other hand, negligence (*culpa*) is an act that occurs because of not thinking about the possible consequences or because of lack of attention, which is caused by lack of caution, so that it is contrary to one's obligations.

In relation to this, the author is of the opinion that a Notary/PPAT cannot be held criminally responsible for the deed he/she made if he/she has carried out his/her duties in accordance with the procedures stipulated in the applicable laws and regulations. This is emphasized in Article 266 of the Criminal Code, which states that a Notary/PPAT cannot be subject to criminal sanctions based on this article if they carry out their duties properly. Article 266 of the Criminal Code indicates that the position of a Notary/PPAT is as a party assigned (*manus ministra*), and in criminal law, the party assigned cannot be held criminally responsible for his/her actions. However, on the other hand, a Notary/PPAT can be held criminally responsible for the deed he/she made based on Articles 263 and 264 of the Criminal Code if the Notary/PPAT realizes that when the person who comes to him/her to make an authentic deed, either for a sale and purchase agreement or other agreements, the person does not fulfill the requirements for the validity of an agreement in accordance with the applicable regulations. However, the Notary/PPAT ignored these requirements and still made the deed according to the request of the parties.

From the explanation above, it can be concluded that a PPAT cannot subject to sanctions based on Article 266 paragraph (1) of the Criminal Code. This is because in the article there is an element that the PPAT acts as a medium in making a deed of sale and purchase, while the initiative comes from the parties. Thus, the PPAT is the party who is ordered, not the party who orders. However, if a PPAT intentionally and consciously cooperates with the party facing the deed, then he can be charged with Article 263 paragraph (1) of the Criminal Code related to Article 55 paragraph (1), which regulates participation in criminal acts. In addition,

because the products produced by the PPAT are subject to aggravation as regulated in Article 264 paragraph (1) letter a of the Criminal Code in conjunction with Article 55 paragraph (1) of the Criminal Code.

3.2. Obstacles and Solutions to the Problem of Forgery of Documents by Parties in Making Deeds of Sale and Purchase

1) Lack of identity verification

The creation of a deed of sale and purchase of land is one of the crucial stages in a property transaction, which aims to provide legal certainty for all parties involved.³⁵ In practice, this deed is not only a formality document, but also functions as legal proof of ownership of land rights. However, the problem of document forgery often arises, and one of the main causes is the lack of verification of the identities of the parties involved in transactions. In this context, document forgery can be detrimental to the parties involved, resulting in financial and legal losses, as well as damaging the integrity of the land law system.

To address this issue, several steps need to be taken. First, training for PPATs is essential to improve their understanding of the importance of identity verification. This training should include information on how to conduct verification effectively, including how to recognize genuine and fake documents. By improving the knowledge and skills of PPATs, it is hoped that they will be more careful in conducting identity verification and more aware of their responsibilities in maintaining the integrity of the legal system.

Second, the use of information technology can also play an important role in improving identity verification. Integrating database systems connected to government agencies that store individual identity information can facilitate the verification process. With better access to data, PPATs can quickly check the validity of submitted documents, thereby reducing the risk of forgery.

2) Documents that are easy to forge

The preparation of a land sale and purchase deed is an important part of a property transaction that aims to provide legal certainty and protection for all parties involved. However, in practice, document forgery often occurs, which can be detrimental to the parties involved in the transaction. One of the main causes of document forgery is the existence of documents that are easily forged. In this context, it is important to understand the types of documents that are susceptible to forgery and their impact on the integrity of the process of preparing a sale and purchase deed.

To address the problem of document forgery, better preventive measures must be implemented. First, it is important to raise awareness about the risks of document forgery among the public and professionals involved in land

transactions. Education on how to recognize legitimate documents and how to conduct proper verification can help reduce cases of forgery.

Second, training and skill development for PPATs and other related parties should be a priority. This training should include techniques for detecting forged documents as well as a better understanding of the various types of documents that can be forged. With better knowledge, PPATs can be more careful in examining documents submitted by the parties.

3) Ignorance of the parties

The preparation of a land sale and purchase deed is an important stage in property transactions which aims to provide legal certainty and protection for all parties.

However, the problem of document forgery often arises, which can be detrimental to the parties. One of the main causes of document forgery is the parties' ignorance of the importance of valid document verification. This ignorance creates a loophole that can be exploited by irresponsible parties, resulting in serious legal and financial consequences.

Addressing this problem of ignorance requires a multi-faceted approach. First, there needs to be a greater educational effort to raise public awareness about the land buying and selling process and the importance of document verification. Educational programs can be implemented by the government, non-governmental organizations, or even the PPAT itself. Educational materials should include information about what documents are required in a land sale transaction, how to verify the authenticity of documents, and what steps to take if suspicious documents are found.

Second, better access to information also needs to be improved. The government must ensure that information about land sale and purchase procedures and the required documents are easily accessible to the public. This can be done through online platforms, seminars, or workshops that provide clear and comprehensive explanations of the legal process. In this way, the public can have a better understanding and be more confident in conducting property transactions.

4) Lack of law enforcement

The creation of a deed of sale and purchase of land is an important aspect in property transactions, which aims to provide legal certainty and protect the rights of the parties involved. However, in practice, document forgery often occurs, and one of the main causes of this problem is the lack of law enforcement. The lack of law enforcement in cases of document forgery causes a detrimental situation for many individuals and has the potential to disrupt the integrity of the land law system as a whole.

To overcome the problem of minimal law enforcement, comprehensive steps are

needed. First, it is important to improve public understanding of their rights and obligations in land transactions. Education about the risks of document forgery and how to report cases of forgery needs to be strengthened. Education campaigns conducted by the government, non-governmental organizations, or other related institutions can help raise public awareness and provide the information needed to protect themselves from fraud.

Second, there needs to be increased capacity for law enforcement officers in handling document forgery cases. Better training and education on land law, document forgery, and law enforcement procedures should be provided to law enforcement officers. With better knowledge, they can be more effective in detecting and handling forgery cases.

5) Lack of supervision by Land Deed Drafting Officials (PPAT)

The making of a deed of sale and purchase is one of the important aspects in property transactions, which serves to provide legal certainty for the parties involved. In this case, the Land Deed Making Officer (PPAT) plays a role

central to the process. PPAT is responsible for preparing and validating deeds related to land and building transactions, including deeds of sale and purchase. However, the lack of supervision of PPAT often results in serious problems, especially in the form of document forgery. This forgery not only harms the parties involved in the transaction, but can also damage the reputation of the PPAT institution and threaten public trust in the existing legal system.

In this situation, PPAT should act as a guide and legal counselor for the parties. However, when supervision is weak, this role often cannot be carried out properly. An effective supervision system is essential to prevent document forgery. One solution that can be implemented is to improve the capacity and competence of PPAT through ongoing training and education. With better knowledge of applicable laws and regulations, it is hoped that PPAT can be more careful in examining documents submitted to them. In addition, there needs to be a routine internal audit system to ensure that every action taken by PPAT is in accordance with established procedures.

6) Blockchain technology has not been implemented

Blockchain is a technology that enables decentralized and immutable data recording, providing a high level of security and transparency. In the context of creating a deed of sale, the use of this technology can provide many benefits, from identity verification to transaction recording that cannot be manipulated. However, lack of understanding of this technology, as well as inadequate infrastructure, are major obstacles to its implementation. Many parties still doubt the effectiveness of blockchain in a legal context, due to a lack of understanding and adequate information about how it works and the benefits that can be

obtained.

Blockchain also offers solutions in terms of identity verification. In property transactions, verifying the identity of the parties is an important step to ensure that all documents submitted are valid. By using blockchain technology, the identity of each individual can be recorded in a decentralized and immutable system. This not only increases security but also reduces the risk of using fake identities. When the identity of each party can be verified in real-time via blockchain, the potential for fraud in the transaction can be minimized.

In addition, the transparency generated by blockchain technology can strengthen public trust in the process of making deeds of sale and purchase. Every transaction recorded in the blockchain is public and can be accessed by interested parties. This means that everyone can verify the validity of a transaction, including the status of land ownership. With this transparency, the parties involved in the transaction can feel safer, because they have direct access to check the validity of the documents and the status of the property they are buying. This will greatly assist in creating a fairer and safer ecosystem for all parties involved.

3.3. Form and Nature of Sale and Purchase Deed

The form and nature of the deed are regulated in Article 95 paragraph (1) PERKABAN Number 8 of 2012, when linked to Article 101 PERKABAN Number 3 of 1997 concerning the implementation of deed making, it showed that there were still shortcomings in providing certainty and protection for all parties, including Land Deed Making Officials who were responsible for preparing deeds in accordance with the provisions of Article 96 paragraph (1) The PERKABAN. 40 Article 101 PERKABAN 8 of 2012 as an amendment to PERKABAN Number 3 of 1997 formulates the process of making deed as follows:

- 1) The making of a deed by a PPAT must be attended by the parties involved in the legal act, or by a person represented by a written power of attorney in accordance with the provisions of applicable laws.
- 2) The making of a deed by a PPAT must be witnessed by at least two qualified witnesses in accordance with applicable laws and regulations. These witnesses will provide testimony regarding the presence of the parties or their attorneys, the existence of documents shown during the deed making process, and the implementation of legal acts by the parties concerned.
- 3) The making of a deed by a PPAT must be witnessed by at least two witnesses who meet the requirements in accordance with applicable regulations. These witnesses will provide information regarding the presence of the parties or their attorneys, the existence of documents presented during the making of the deed, and the implementation of legal acts by the related parties.

The form and nature of the deed regulated in Article 38 of Law Number 2 of 2014 and Article 96 paragraph (1) of PERKABAN Number 8 of 2012, according to the author, have not been fully able to provide justice for the parties in signing authentic deeds. This also has an impact on the Land Deed Making Officer in carrying out his duties. This situation is related to the function of authentic deeds as perfect evidence, considering that the Land Deed Making Officer is appointed with an oath at the time of inauguration, not based on the presence of the parties when making the deed.

According to Dr. Taufan Fajar Riyanto, SH, M.Kn. in his book, the authenticity of a deed in the current era no longer depends on the presence of the parties before a Notary or Land Deed Official, as happened in the early days of the Notary's office in England in the Middle Ages. Currently, the authentication of a deed is created when a Notary or Land Deed Official signs the deed after the interested parties have signed it, even though they appear at different times. Therefore, it is necessary to review the time of signing an authentic deed before a Notary or Land Deed Official, which has often given rise to debates regarding the authenticity of the deed and can lead to legal problems, both criminal and civil, for the parties involved. Not infrequently, Notaries and Land Deed Officials are asked for information as witnesses and even involved as defendants.

The arrangement of the form of the deed usually follows the structure specified in legislation, which includes several important elements.

The deed must include the identities of the parties involved, including full names, addresses, and other official identities. Furthermore, the deed must contain a clear description of the object of the agreement, such as details of the property being traded. In addition, there must be a statement regarding the purpose and contents of the agreement, including the rights and obligations of each party. The deed must also be accompanied by the date of creation and place of creation to confirm the validity of the time and location. Finally, the signatures of the parties and witnesses and the official stamp of the PPAT or notary are the closing elements that confirm the authenticity of the deed. With this systematic arrangement, the deed can function as strong evidence and provide legal certainty for all parties involved.

4. Conclusion

PPAT has administrative responsibilities, these responsibilities include the obligation to conduct detailed checks and verification of the identity and related documents, in order to prevent forgery that can harm all parties. If PPAT does not comply with these administrative responsibilities, the impact will not only affect the validity of the deed issued, but also has the potential to cause legal losses and damage the reputation of the PPAT itself. In addition, PPAT also has civil responsibilities, in this case, PPAT can be held accountable for losses suffered by

parties due to undetected document forgery. In addition, PPAT also has criminal responsibilities, if PPAT is proven to be involved, either directly or through negligence, in document forgery, they can be subject to criminal sanctions in accordance with applicable law. This responsibility includes the possibility of legal action against PPAT who do not carry out verification obligations carefully, which has the potential to cause losses to other parties and damage the integrity of the legal system. Forgery of documents in the process of making a sale and purchase deed faces a number of obstacles, such as low legal understanding among the public, weaknesses in the document verification system, and lack of training for Land Deed Making Officials (PPAT). To overcome this problem, several solutions that can be implemented include increasing education and socialization regarding the importance of document authenticity, implementing stricter verification procedures, and strengthening regulations related to PPAT responsibilities. In addition, ongoing training for PPAT regarding forgery detection techniques and document management is also very necessary. This document must be prepared in written form and meet the formal requirements stipulated by laws and regulations in order to be recognized as valid evidence. The nature of the deed of sale and purchase is binding on all parties involved and provides legal certainty, thus protecting the rights of landowners and other parties in the transaction.

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