

## Legal Review of The Role and Implementation of The Obligations of Notaries in Changing The Articles of Association of Limited Liability Companies

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**Abstract.** *This study aims to determine and analyze the role of notaries in the process of changing the articles of association of limited liability companies and to determine and analyze the legal consequences of the role of notaries in changing the articles of association of limited liability companies. The approach method in this study is the sociological legal approach method. The research specifications used are analytical descriptive research. The type of data uses primary and secondary data. The results of the research and discussion in this study are: The role of notaries in the process of changing the Articles of Association of Limited Liability Companies (PT) is very important, because notaries are responsible for ensuring that the changes are made in accordance with applicable legal provisions. Notaries play a role in preparing and witnessing the signing of the deed of change to the Articles of Association by shareholders, as well as ensuring that the necessary procedures, such as approval of the General Meeting of Shareholders (GMS), have been carried out correctly. In addition, notaries are also required to ratify the changes and register them with the Ministry of Law and Human Rights (Kemenkumham) to obtain ratification and a legal number. Thus, notaries ensure that changes to the Articles of Association of PT are valid and legally recognized. Furthermore, for the second discussion, Notaries also play a role in the process of changing the articles of association of a PT, such as: Making a notarial deed, Ensuring business capital and shares, Ensuring the company's organs, Submitting an application for approval from the Minister of Law and Human Rights, Providing legal counseling. The existence of a Notary is inseparable from the requirements stating that a Notary is someone whose data can be trusted, relied on, and whose stamp and sign provide evidence and guarantees that are of sufficient value. Based on this description, for each change to the Company's Articles of Association, a Notary must make a deed of amendment to the*

*Articles of Association, where this deed is another deed that contains changes to the previous Articles of Association.*

**Keywords:** *Role of Notary, Implementation of Notary, Amendment of Articles of Association and Limited Liability Company.*

## 1. Introduction

Notary is a position of trust because the position of Notary is a position of trust and the person who carries out the duties of the position can also be trusted, both of which support each other.<sup>1</sup>The Notary position is an institution created by the state. Placing a Notary as a position is a field of work or task that is deliberately made a legal rule for certain purposes and functions (certain authorities) and is continuous as a permanent work environment.<sup>2</sup>

The making of authentic deeds carried out before a notary as a public official needs to adjust to Law No. 2 of 2014 concerning amendments to Law No. 30 of 2004 concerning the Position of Notary. Introduction to the person appearing is an important aspect in the process of making an authentic deed, this is stated in Article 39 of the UUJN which states that the notary must "know" the person appearing. The act of appearing is a physical presence before the notary in accordance with that stated in the beginning of the notarial deed. The definition of "know" in a notarial deed is related to a deed made based on the identities of the parties shown to the notary.<sup>3</sup>

The deed made by a Notary, namely the authentic deed, has perfect evidentiary power whose legal force is different from a private deed. A private deed is a deed made by the interested parties themselves without the assistance of a public official. While an authentic deed is a Notary product that is greatly needed by the community in order to create legal certainty.<sup>4</sup>Notarial Deed is the strongest and most complete means of proof so that in addition to guaranteeing legal certainty, Notarial Deed can also avoid disputes. However, in practice, disputes often arise as a result of the existence of a Notarial Deed. Even criminal cases that bring Notaries as suspects are the consequences of the deeds they make. It is very unfortunate if there is a Notarial Deed whose contents are

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<sup>1</sup>Habib Adjie, 2014, *Weaving Thoughts in the World of Notaries & PPAT*, PT. Citra Aditya Bakti, Bandung, 2nd Printing, p. 12.

<sup>2</sup>Denny Saputra and Sri Endah Wahyuningsih, 2017, *The Principle of Caution for Notaries/PPAT in Carrying Out Their Duties and Functions in Efforts to Prevent Criminalization Based on the Code of Ethics*, Jurnal Akta, Vol.4 No.3 September 2017, accessed on May 16, 2024 at 20.25 WIB, p. 348.

<sup>3</sup>Habib Adjie, 2015, *Cancellation and Revocation of Notarial Deeds*, Bandung, Refika Aditama, pp. 1-3.

<sup>4</sup>Andi.AAPrajitno, 2010, *What and Who is a Notary in Indonesia?*, Surabaya, Citra Aditya Bakti, p. 51.

questioned, its truth is doubted, considered contrary to law and justice and is felt to be detrimental to its clients due to unintentional or due to lack of mastery in carrying out the duties of the position and contrary to the ethics of the Notary profession. One type of Notarial Deed as regulated in Article 1867 of the Civil Code can be seen that writing consists of 2 (two) types of writing, namely authentic writing or official writing (*authentiek*) and writing underhand (*onderhands*).<sup>5</sup> The Limited Liability Company Law explicitly states that a limited liability company is a legal entity, namely a body that can act in legal traffic as a legal subject and has assets that are separated from the personal assets of its managers. Therefore, a limited liability company is also a legal subject, namely an independent legal subject or (*personastandi in judicio*).<sup>6</sup> In order to carry out business activities of a Limited Liability Company Legal Entity, its deed of establishment must be approved by the Minister of Law and Human Rights. The deed of establishment of a Limited Liability Company is "Written evidence relating to the process of establishing a PT. Establishment is conceptualized to establish a Limited Liability Company, which previously did not exist to exist or be formed. The Deed of Establishment of a Limited Liability Company is made in advance and before a notary".<sup>7</sup>

Changes to the articles of association of a Limited Liability Company occur before or after the Limited Liability Company obtains the status of a legal entity, if it occurs before obtaining the status of a legal entity, then the title of the deed made is Amendment to the Articles of Association, but if it has the status of a Legal Entity, the deed made is Minutes of the General Meeting of Shareholders / Statement of Meeting Resolutions. The role of a Notary in addition to making the Deed of Establishment of a Limited Liability Company and also deeds of Amendment to the Articles of Association and/or Company Data, the Notary also becomes the power to submit an application for Ratification of the Legal Entity of a Limited Liability Company, Approval of Amendments to the Articles of Association of the Company and also Submission of Application for Notification of Amendments to the Articles of Association and/or Data of the Limited Liability Company to the Ministry of Law and Human Rights of the Republic of Indonesia through an online media system, namely the Legal Entity Administration System (SABH). In its implementation, Notaries must be careful and thorough in entering data into the Legal Entity Administration System, especially when registering a Limited Liability Company for the first time. Based on the description above, it is then made in the form of a thesis entitled "Legal Review Regarding the Role and Implementation of Notary Obligations in Amendments to the Articles of Association of a Limited Liability Company".

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<sup>5</sup>Subekti (b), 1987, Law of Evidence, 8th ed., Jakarta, Pradnya Paramita Publisher, p. 178.

<sup>6</sup>Rachmadi Usman, 2004, Legal Dimensions of Limited Liability Companies, Bandung, Alumni, p. 50

<sup>7</sup>Salim HS, 2018, Notary Position Regulations, Jakarta, Sinar Grafika, p. 37

## 2. Research Methods

The method used in this writing is empirical juridical. The juridical approach (law is seen as a norm or *das sollen*), because in discussing the problems of this study using legal materials (both written law and unwritten law or both primary legal materials and secondary legal materials). Empirical approach (law as a social, cultural reality or *das sein*, because in this study primary data obtained from the field is used. So, the empirical juridical approach in this study means that in analyzing the problem is done by combining legal materials (which are secondary data) with primary data obtained in the field regarding the Legal Review Regarding the Role and Implementation of Notary Obligations in Amendments to the Articles of Association of Limited Liability Companies.

## 3. Results and Discussion

### 3.1. The Role of Notaries in the Process of Changes to the Articles of Association of Limited Liability Companies

The Notary position is an institution created by the state. Placing a Notary as a position is a field of work or task that is deliberately made a legal rule for certain purposes and functions (certain authorities) and is continuous as a permanent job.<sup>8</sup>The function and role of Notaries in the increasingly complex national development movement today are certainly increasingly broad and developing, because the smoothness and certainty of law carried out by all parties are increasingly numerous and extensive, and this is certainly inseparable from the services and legal products produced by Notaries. The government and the wider community certainly have hopes that the services provided by Notaries to them truly have value and weight that can be accounted for. Given the very important role and authority of Notaries for legal traffic in community life, the behavior and actions of Notaries in carrying out their authority functions are susceptible to abuse that can cause losses to the community, so that the institution for fostering and supervising Notaries needs to be made effective. Provisions governing supervision for Notaries are regulated in Law Number 2 of 2014 concerning the Position of Notaries. This provision is one of the efforts to anticipate weaknesses and deficiencies in the supervision system for Notaries, so that it is hoped that in carrying out their profession, Notaries can further improve the quality of service to the community.<sup>9</sup>

Notaries in carrying out their duties and positions are required to submit to and obey all regulations set out in the UUJN, the Code of Ethics of the Indonesian

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<sup>8</sup>Denny Saputra and Sri Endah Wahyuningsih, 2017, The Principle of Caution for Notaries/Ppat in Carrying Out Their Duties and Functions in Efforts to Prevent Criminalization Based on the Code of Ethics, *Jurnal Akta*, Vol. 4 No. 3, p. 348.

<sup>9</sup>Dwikky bagus Wibisono, Umar Ma'ruf, 2018, The Role of the Regional Supervisory Council (MPD) in Supervising the Implementation of Notary Positions in Tegal Regency, *Jurnal Akta*, Vol.5 No.1, Page 180

Notary Association and other laws relating to the duties of a Notary. Supervision of Notaries is carried out by the Notary Supervisory Board in a hierarchical manner.<sup>10</sup>

The deed of amendment to the articles of association and data of a limited liability company is an authentic deed that guarantees legal certainty. A deed is said to be authentic if it is issued in the form specified in the Law by or before an authorized official for which the deed was made. In a lawsuit stating that a notarial deed is invalid, its invalidity must be proven from both external, formal and material aspects. Article 80 paragraph (1) of the UUPT explains that if it turns out that the board of directors or board of commissioners does not request to hold a general meeting of shareholders, shareholders can submit an application to the district court in the jurisdiction where the Company is located to determine the granting of permission to shareholders to hold a GMS.

According to Notary Dr. Rindiansyah Elnofiansyah, SH, M.Kn. stated that indirectly Law No. 40 of 2007 states that Notaries have a central position in every change to the articles of association. This Notary's authority is an attribution authority granted by Law No. 40 of 2007 where notaries as public officials have the right and carry out what is ordered by the Law. The implementation of the GMS regarding changes to the articles of association can be done in 2 ways, namely:<sup>11</sup>

1. The implementation of the General Meeting of Shareholders (GMS) which presents a Notary can be held at the company's domicile or the place where the company carries out its main activities. In Law No. 40 of 2007, article 21 paragraph 4, the amendment to the articles of association as referred to in article 21 paragraph 2 and 3 is contained or stated in a Notarial deed in Indonesian or known as the minutes of the meeting. This proves that by presenting a notary in a GMS of a company, the Notary has the authority to provide input on regulations, provide advice on the course and all decisions of the GMS directly which will later be stated in the deed of minutes of the meeting. The deed of minutes of the meeting is classified as a release deed or an official deed or is a deed made by a public official. The release deed contains a description of an action, a condition that is being experienced and witnessed directly by the notary when carrying out his/her duties.

2. GMS without the presence of a Notary In the implementation of a GMS regarding changes to the articles of association without the presence of a notary, it is also known as an underhand GMS. It is called an underhand GMS because the minutes of the company's GMS are made in private minutes. In practice, it is

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<sup>10</sup>Johnny Ibrahim, *Theory and Methodology of Normative Legal Research*, Fourth Edition, Jakarta, Banyumedia, 2008, p. 321.

<sup>11</sup> Interview with Notary Dr. Rindiansyah Elnofiansyah, SH, M.Kn. conducted on November 19, 2024 at 12.10 WIB.

usually made by the Board of Directors or legal staff with the power of attorney from and by a company. Through the Board of Directors or the power of attorney appointed by the company, they will later appear before a Notary and the results of the minutes will be stated in a notarial deed, the parties who are authorized will explain and describe based on the contents of the course and decisions of the GMS contained in the minutes. Then the Notary will pour what has been explained and described by the parties into a notarial deed of confirmation which here is usually called the Deed of Confirmation of Meeting Decisions (PKR Deed). Although it comes from a private minute, if the minute has been poured into a notarial deed, it will automatically change into a deed that has the power as an authentic deed, namely having perfect evidentiary power.

Notaries play an important role in the process of changing the articles of association of a Limited Liability Company, namely to make a deed of amendment to the articles of association, Manage the validity of the amendment to the articles of association, Submit an application for approval to the Minister of Law and Human Rights, Provide legal counseling. The role of a notary in the process of changing the articles of association of a PT is based on the law which requires that changes to the articles of association must be made by a notarial deed. In addition, notaries also play a role in:<sup>12</sup>

1. Drafting and creating the deed of establishment of a PT
2. Validate the deed of establishment of PT
3. Preparing the company's articles of association
4. Checking document completeness and legal compliance
5. Consolidating the will of the founders
6. Providing legal counseling in accordance with Law No. 40 of 2007 concerning Limited Liability Companies

In the context of Indonesian law, a notary plays a very important role in the process of changing the Articles of Association of a Limited Liability Company. A notary is responsible for ensuring that the process of changing the Articles of Association is carried out in accordance with applicable legal provisions. A notary is tasked with drafting a deed containing changes to the Articles of Association of the Company based on the decisions of the General Meeting of Shareholders that have been agreed upon. Any changes made to the Articles of Association (such as changes to the name of the Company, changes to capital, company objectives, or changes to the organizational structure) must be stated in a valid notarial deed. This notarial deed serves as authentic evidence that can be used

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<sup>12</sup>Ibid,

to ratify changes before the authorized agency. So it can be concluded that the role of a notary in the process of changing the Articles of Association of a Limited Liability Company is very important to ensure that the changes are legally valid and properly recorded. A notary is responsible for drafting the deed of change, verifying compliance with the law, and ratifying and registering the changes with the authorized agency. Thus, changes to the Articles of Association will have binding legal force and can be effectively implemented by the Company and related parties.

The role of a notary in the process of changing the Articles of Association of a Limited Liability Company is very strategic, because it is not only responsible for the preparation and ratification of the deed of change, but also ensures that the entire process of change complies with applicable legal provisions, including the UUPT and its implementing regulations. That way, the notary is not only a legitimate party in making legal documents, but also provides a guarantee of legal certainty for the company and related parties in the context of changing the Articles of Association of a PT that is valid and recognized by law.

### **3.2. Legal Consequences of the Role of Notaries in Changing the Articles of Association of Limited Liability Companies**

In carrying out their profession, notaries often encounter problems that can occur because of the notary himself or the influence of other people who require notary services. These problems include:<sup>13</sup>

1. The deed is made under the condition that the parties are not face to face. The notary makes the deed even though he knows the parties are not face to face or are not present. One or both parties are not present when the deed is made. The injured party usually reports the notary.
2. The identity data of one of the parties in the deed is considered incorrect, or is considered to have provided false information. This problem is usually used as a weapon by the parties to sue a Deed. Complaints to the Police are usually made after the agreement between the two parties is not completed, or someone breaks their promise. One party tries to find a loophole to prosecute and in fact it is found. Actually no one loses, it's just that sometimes there is an incorrect address. So here the need for minutes and other documents.
3. Data regarding the object of the agreement does not correspond to the actual facts. So that one of the parties is considered to have given false information. The notary is dragged as the party who made the deed of agreement.

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<sup>13</sup><https://www.hukumonline.com/berita/baca/lt-573298b2a4142/7-hal-yang-sering-pendek-notaris-ke-pusaran-kasus> accessed on November 12, 2024 at 14.12 WIB.

4. The data provided by one or both parties is incorrect, so the notarial deed issued is considered a fake deed. The traps commonly used are entering false data into authentic deeds or falsifying documents.
5. There are two deeds circulating among the parties, with the same number and date but different contents. This often happens, the number, date, and title are the same, but in one deed there is only one appearing party, and in the other deed there are two appearing parties. These two deeds are circulating, and the disputing parties are questioning them. This incident often occurs, for example, in the struggle for shares.
6. The signature of one of the parties in the minutes is forged. This can happen because the making of the deed is pressed for time, and one of the parties is not there. There may also be an intention to forge a signature.
7. The person appearing uses another person's identity. The notary does not necessarily know the person who appears personally. The notary is not in a position to trace someone's track record, let alone to ensure that the identity in the official identity document of the person appearing is true or false.
8. Taking sides with one party so as not to protect the interests of other parties involved in legal actions
9. Not careful in implementing orderly office administration.
10. Influence from outside parties by jointly conspiring/conspiring to commit a crime.

Notaries as public officials are appointed by the government not solely for the interests and needs of the notary himself, but also for the interests of the wider community. The services provided by notaries are related to issues of trust, meaning that the State places great trust, where this responsibility can be both legal and moral. So that there are no more problems experienced by notaries, the parties interested in making the deed must be honest and provide true identity so as not to harm other people or the notary who made the deed, because sometimes the notary does not know whether the parties who came facing the notary are the parties who are in fact correct or want to deceive and have bad intentions, so that if there is a dispute or error in making the deed because it does not comply with procedures even though the notary has confirmed that the parties are in truth and then the notary automatically becomes the person who was negligent and guilty in making the deed.

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In this case, the role of a notary in changing the Articles of Association of a Limited Liability Company can be reviewed, the type and kind of General Meeting of Shareholders can be divided into 2, namely:<sup>14</sup>

1. Annual General Meeting of Shareholders This General Meeting of Shareholders is held no later than 6 months after the closing of the books. At the time of this Annual General Meeting of Shareholders, the management must submit documents from the company's annual report.
2. Other General Meetings of Shareholders This General Meeting of Shareholders can be held at any time according to the needs and interests of the company, it can also be held if the company is in a certain situation and urgently needs to immediately hold a GMS (General Meeting of Shareholders) to resolve issues and needs required by the Company.

Basically, the provisions related to changes to the articles of association of a PT are stated in the UUPT where changes to identity or information cannot be made unilaterally because it requires the role of a notary and the state, in this case the Ministry of Law and Human Rights. In addition to being made in a notarial deed, there are several changes to information that also require the approval of the minister, but there are also some that are sufficient with notification. Article 21 paragraph (1) of the UUPT regulates: "Certain changes to the articles of association must obtain the approval of the Minister". The provisions for changes to the budget require approval from (the Minister) of the Ministry of Law and Human Rights are:<sup>15</sup>

1. Change of PT Name
2. Change of Domicile
3. Changes to the Purpose and Objectives of PT

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<sup>14</sup>Orinton Purba. 2011, Practical Guidelines for GMS, Commissioners and Directors of Limited Liability Companies to Avoid Legal Entanglements, Jakarta, Raih Asa Sukses, p. 27.

<sup>15</sup> <https://virtualofficescbd.id/blog/besar-anggaran-dasar-pt> accessed on November 11, 2024 at 12.00 WIB.

4. Change of Establishment Period
5. Changes in Capital Amount
6. Reduction of Issued and Paid-up Capital
7. Change of Status of a Closed PT to Open or Vice Versa

According to Notary Dr. Rindiansyah Elnofiansyah, SH, M.Kn in Article 21 paragraph (3) of the UUPT it is stated: "Changes to the articles of association other than those referred to in paragraph (2) must be notified to the Minister". And changes to the articles of association that must be notified to the Minister are:

1. Types of Improvement Companies
2. Capital Placed and deposited
3. Changes to Articles or Verses Other Than Those Mentioned Above

Changes made to the Articles of Association of a Limited Liability Company, as regulated in Article 21 paragraph (4) of Law No. 40 of 2007 concerning Limited Liability Companies, the changes must be included or stated in a notarial deed in Indonesian, and if the changes to the Articles of Association are not included in the minutes of the meeting made by a notary, then this has been regulated in Article 21 paragraph (5) of the Limited Liability Company Law, namely stating that the changes to the Articles of Association must be stated in a notarial deed no later than 30 (thirty) days from the date of the decision of the General Meeting of Shareholders (GMS). This is also emphasized in Article 8 of the Regulation of the Minister of Law and Human Rights No. M.HH-01.01 of 2011 concerning Procedures for Submitting an Application for Legal Entity Approval and Approval of Changes to the Articles of Association and Submission of Notification of Changes to the Articles of Association and Changes to Limited Liability Company Data. Seeing that things are getting worse, the government through the Ministry of State-Owned Enterprises has begun to introduce the concept of Good Corporate Governance to BUMN companies. Through the Decree of the Minister No. Decree 117/M-MBU/2002 dated August 1, 2012 concerning the implementation of Good Corporate Governance practices in state-owned companies explains the obligation of all state-owned companies when running their businesses or their approaches by implementing the principles of Good Corporate Governance. This is expected to be useful in achieving the company's goals, namely to increase the level of success of the business owned and the company's accountability, so that it can realize the value of its shareholders and also always pay attention to the interests of other stakeholders based on the laws and regulations that apply. In the period of increasing financial competition in the world in the last few years, each

organization or association is very much needed to carry out successful and productive company administration. This cannot be separated so that the vision and mission of the organization that has been made since the beginning can be recognized without limits. In general, the idea of Good Corporate Governance can be clarified as the type of implementation, the obligations of the organization or association as the board and investors, top managerial staff and officials and legal entities.

The legal consequences of the notary's role in changing the articles of association of a limited liability company are:<sup>16</sup>

1. If the notarial deed containing the amendment to the articles of association is past the time limit, then the deed is legally invalid. However, the legal act to amend the articles of association by the parties is not void.
2. To overcome this, a GMS decision is needed to reaffirm the results of the previous GMS decision. The decision is then stated in a notarial deed.
3. After that, the notary submits a request for approval and/or notification to the Minister of Law and Human Rights of the Republic of Indonesia.

Notaries also play a role in the process of changing the articles of association of a PT, such as: Making notarial deeds, Ensuring business capital and shares, Ensuring company organs, Submitting an application for approval from the Minister of Law and Human Rights, Providing legal counseling. The existence of a Notary is inseparable from the requirements stating that a Notary is someone whose data can be trusted, relied on, and whose stamp and sign provide evidence and guarantees of sufficient value. In this case, a Notary must be fair and have no imperfections, and can keep the secrets of the parties. Notaries are also required to provide an understanding that can secure the parties who make a valid agreement. If at any time a problem arises in a valid case in connection with a deed that is authentic and made by a Notary, then at that time a Notary must try to prevent the problem from occurring and be responsible for the authentic deed that he has made.

The making of this deed is important considering that it is a legal act that requires information and high accuracy so that the making of the deed can provide assistance to the parties when carrying out or resolving certain problems. Because, if the deed is not made carefully and in accordance with the law and guidelines and moral codes, it can disrupt what is to come. Identified with this, the state has also previously regulated external and internal supervision of legal officials. In connection with the activities of Notaries in carrying out their obligations and expertise, as regulated by laws and regulations.

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<sup>16</sup> Interview with Notary Dr. Rindiansyah Elnofiansyah, SH, M.Kn on November 25, 2024 at 11.35 WIB.

A legal official in completing his obligations must be normatively directed by legal principles that are identified with all activities that must be carried out to fulfill his obligations. then stated in the deed.<sup>17</sup>For the ratification of changes to the articles of association, the public accountant as an intermediary for the Board of Directors of PT. submits a request for ratification to the Minister of Law and Human Rights of the Republic of Indonesia through the Legal Entity Administration System (SABH) by completing DIAN II and joining the data related to supporting archives. DIAN II is Data Entry in Notarial Deed II which is a composition of the request for ratification of changes to the organization's articles of association. Accommodation of the request of the public accountant in accordance with the provisions of Article 21 paragraph (4) of Law Number 40 of 2007. If the correction of the articles of association is excluded from the deed of minutes of the GMS made by a legal official, the choice of the GMS for the change must be stated in a notarial deed. In connection with the deed of articulation of the public accountant, the legal official submits a request for ratification of special corrections to the articles of association, including changes to information, to the Minister of Law and Human Rights of the Republic of Indonesia through the Directorate General of Legal Administration. The request for ratification or possible warning of changes to the articles of association/information must be submitted by the public accountant to the Minister within a maximum period of 30 (thirty) days from the date of the notarial deed containing the changes to the company's articles of association/information. organization.<sup>18</sup>

Judging from the description of the need for changes to the Articles of Association, it implies that changes can be made by a company, but must be made in accordance with previously determined provisions. Of the various prerequisites that must be met, it tends to be considered a presumption that basically changes to the articles of association must be supported by the majority of investors on the grounds that the company was established with the agreement to ensure that developments are truly carried out according to the wishes of investors. Based on this description, for each change to the Company's Articles of Association, a Notary must make a deed of change to the Articles of Association, where this deed is another deed containing changes to the previous Articles of Association. Legal officials play a role that is truly valid in the limited risk organization required by the UUPT identified by the use of certain acts that are required to be valid. Therefore, a legal official is needed to provide valid assurance at the request of the community who need his services. If the system of changes to the Articles of Association has been completed in accordance with the principles and guidelines, then at that time the changes to the Articles of Association are considered valid and according to the methods, but regardless of

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<sup>17</sup>Ibid,

<sup>18</sup>Interview with Notary Dr. Rindiansyah Elnofiansyah, SH, M.Kn loc.cit.

what is generally expected. if the strategies and techniques that have been determined by law are not implemented in their entirety/to a certain extent, the changes to the Articles of Association are clearly invalid. Procedures for submitting an application for changes to the articles of association and/or PT data. by a notary to the Minister of Law and Human Rights of the Republic of Indonesia has been regulated in the Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number: MHH-02.AH.01.01 of 2009 concerning Procedures for Submitting Applications for Legal Entity Approval, Approval of Changes to the Articles of Association, Submission of Notification of Changes to the Articles of Association and Changes to Company Data.

#### **4. Conclusion**

1. The role of a notary in the process of changing the Articles of Association of a Limited Liability Company is very important, because the notary is responsible for ensuring that the changes are made in accordance with applicable legal provisions. The notary plays a role in preparing and witnessing the signing of the deed of change of the Articles of Association by shareholders, as well as ensuring that the necessary procedures, such as approval of the General Meeting of Shareholders (GMS), have been carried out correctly. In addition, the notary is also required to ratify the changes and register them with the Ministry of Law and Human Rights to obtain ratification and a legal number. Thus, the notary ensures that the changes to the Articles of Association of the PT are valid and legally recognized. 2. The legal consequences of the notary's role in changing the articles of association of a limited liability company (PT) occur if the notarial deed containing the changes to the articles of association is past the time limit, then the deed is legally flawed. However, the legal act to change the articles of association by the parties is not invalid. To overcome this, a GMS decision is required to reaffirm the results of the previous GMS decision. The decision is then stated in a notarial deed. After that, the notary submits a request for approval and/or notification to the Minister of Law and Human Rights of the Republic of Indonesia. Notaries also play a role in the process of changing the articles of association of a PT, such as: Making a notarial deed, Ensuring business capital and shares, Ensuring the company's organs, Submitting a request for approval from the Minister of Law and Human Rights, Providing legal counseling. The existence of a Notary cannot be separated from the requirements stating that a Notary is someone whose data can be trusted, relied on, and whose stamp and sign provide evidence and guarantees of sufficient value. Based on this description, for each change to the Company's Articles of Association, the Notary must make a deed of amendment to the Articles of Association, where this deed is another deed containing changes to the previous Articles of Association

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