

Juridical Analysis Of Covernote Issuance By Notary In Perspective Confirming Legal Certainty (Research Study at Notary Office Hendra Prihatino, SH., MKn)

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ABSTRACT

The legal arrangement for the implementation of the Covernote Issuance by a Notary in the Perspective of Confirming Legal Certainty is that the Covernote is not included in the authentic deed instrument and the deed under the hand, the legality of the covernote is questionable and can be declared not as a legal product issued by a notary. Covernote is a statement made and issued by a notary with all the elements contained in the covernote, such as letterhead/head from the notary's office concerned to the signature and stamp of ratification from the notary actually not included in the authentic deed instrument, although some elements of the authentic deed fulfilled. This study aims to determine the legal arrangements for the implementation of the Covernote Issuance by a Notary in the Perspective of Confirming Legal Certainty, to determine the juridical analysis of the implementation of the Covernote Publishing by a Notary in the Perspective of Confirming Legal Certainty, and to find out constraint factors - constraints and solutions for the implementation of Covernote Publishing by Notaries in the Perspective of Confirming Legal Certainty. The results of the study show that the implementation of covernote issuance by a notary in the perspective of confirming legal certainty. Implementation of Covernote Publishing by Notaries in the Perspective of Confirming Legal Certainty.

Keyword : Notary, Covernote, Engagement.

INTRODUCTION

The role of law in regulating people's lives has been known since people know the law itself, because the law was made to regulate human life as social beings. State protection against land consolidation in terms of procurement or acquisition of land rights in order to realize legal certainty in general grows and develops based on the applicable spatial planning.

In a simple society, the law functions to create and maintain security and order. This function is developing in accordance with the development of the community itself which includes various aspects of dynamic community life that requires certainty, order, and legal protection that is of truth and justice, people's lives that require legal certainty require the public service sector which is currently increasingly developing along with Increased community needs for services. This also has an impact on the improvement in the field of notary services. The role of the notary in the service sector is as an official who is authorized by the state to serve the community in the civil field, especially the making of authentic deeds

As stated in Article 1 paragraph (1) of Law Number 30 of 2004 concerning the Position of a Notary (UUJN) : "Notaries are general officials who are authorized to make authentic deeds and other authorities as referred to in this law." The philosophical basis for the establishment of Law Number 30 of 2004 concerning the Position of a Notary is the realization of guarantees of legal certainty, order and legal protection with the core of truth and

justice through the deed he made. Notaries must be able to provide legal certainty to the public who use Notary services.

The legal product issued by the notary is a deed that has authentic properties and has a perfect proof power. As the definition of the authentic deed mentioned in Article 1868 of the Civil Code: "An authentic deed is a deed in the form determined by the law, made by or before the public employees who are in power for it in the place where the deed is made."

Regarding the form of deed is explained by Article 38 paragraph (1) of Law Number 30 of 2004 concerning Notary Position that each notary deed consists of the beginning of the deed, the contents of the deed and the end of the deed. Furthermore, the definition of authority includes : Authorized to the person, namely for the benefit of whom the deed was made or desired by the interested person. Authorized to his deed, which is authorized to make an authentic deed regarding all actions, agreements and decrees required by the law or desired concerned. And is authorized to his time and is authorized to its place, which is in accordance with the place and area of the notary position and notaries to guarantee the certainty of the time of the opposite listed in the deed. In addition to fulfilling the requirements determined by law in order for a deed to be authentic, a notary in carrying out his duties is obligated:

Based on this, if there is a dispute where one of the parties submitted an authentic deed as evidence in the court, then : The court must respect and recognize the contents of the authentic deed, except if the party that denies can prove that certain parts of the deed have been replaced or that this is not approved by the parties.

The notary profession is very important, because of the nature and nature of a notary work that is very oriented to legalization, so that it can become the main legal fundamental regarding the status of property, rights, and obligations of the parties involved.

In making a notary deed must contain the wishes or will of the parties poured into the contents of the agreement (deed). This is regulated in Article 15 paragraph (1) of Law Number 30 of 2004 : "The notary is authorized to make an authentic deed regarding all actions, agreements, and provisions required by the laws and regulations and/or desired by those who are interested to be stated in authentic deeds, guarantee certainty All of that as long as the making of the deeds was also not assigned or excluded to other officials or other people determined by the Law". According to G.H.S Lumban Tobing, "This institution arises from the needs in the association of fellow human beings who want a evidence regarding the existing civil legal relationship and or occurs between them".

Based on article 1874 of the Civil Code that "The writings under the hand are considered deeds signed under the handling, documents, registers, household affairs and other writings made without the mediation of a general employee".

An underhand deed is a letter that is signed and made with the intention of being signed and made with the intention of being used as evidence of a legal act. An underhand deed has perfect evidence strength such as an authentic deed, if the contents and signs of the deed are recognized by the person concerned.

In the authentic deed does not require recognition from the relevant party in order to have a perfect proof strength. Please note that not all letters can be referred to as authentic deeds, only letters that meet certain requirements that can be called an authentic deed. These conditions are as follows:

- a. The form of the letter is determined by the law;
- b. Made by a public official in charge for that at the place where the deed was made;
- c. The letter must be signed;
- d. The letter must contain events that form the basis of a right or engagement;
- e. The letter is intended as evidence.

From the previous description, especially Article 15 (1) of the Notary Position Law It is clearly stated that the notary deed is an authentic deed which certainly has a perfect proof strength, but in reality the notary deed can also be canceled in court. There are two ways to ask for the cancellation of the agreement that is the first, the party actively interested as the plaintiff asked the judge that the agreement be canceled. The second way, waiting until he was sued in front of the judge to fulfill the agreement. There are three things that must be considered as a condition for the cancellation of an agreement, that is :

- a. The agreement must be reciprocal;
- b. Cancellation must be made in advance the judge;
- c. There must be a default, which means that the requirements are canceled in the agreement that is re -sneaked, when one party does not meet its obligations (Article 1266 of the Civil Code). If in the future there is a lawsuit or there are parties who denied the contents of the agreement that has been made, it is expected to be resolved in a family way, but if it does not reach an agreement for justice.

The intended legal effort is submitting a case or a lawsuit to the local District Court. The function of the judicial institution is to oversee and implement legal rules or state laws or in other words to enforce laws and justice

based on Pancasila and the 1945 Constitution. Legal protection according to the general dictionary of Indonesian means thing protect, Whereas what is meant by law according to Sudikno Mertokusumo is: All collections of regulations/rules/kaedah-kaedah in a shared life; the whole regulation regarding the behavior that applies in a shared life that can be forced implementation with a witness. Legal protection is a guarantee of the protection of rights granted by law to those who are normatively entitled according to the provisions of a legal regulation. A notary as a public official has special rights attached to him as a consequence of his position of office. The special rights owned by a Notary become a different treatment (treatment) than ordinary people.

The forms of treatment include, relating to the rights of the notary denies that must be heeded, the treatment in terms of summons, inspection, investigation and investigation process. The success of the notary performance is determined by the value of honesty.

In other words, the relationship between a notary and a client requires honesty and trust. The client's honesty value is the most basic value in supporting the successful performance of the notary in making the deed entrusted to him. As a trusted public official, his deeds must be strong evidence if there is a legal dispute in court unless it can be proven untruth, meaning that the notary gives the parties who make it a perfect proof. In addition to providing guarantees, order and legal protection to the public using notary services, notaries also need to be supervised on the implementation of notary duties. The other side of the supervision of the notary is the aspect of legal protection for the notary in carrying out the duties and functions that are given and entrusted to him by law, as stated in the preamble, considering that the notary is a certain position that carries out the profession in legal services to the public who need to get protection and guarantees in order to achieve legal certainty.

Among the deeds and letters made by the notary /PPAT, The author's attention is a letter in the form of "Covernote" which is often also issued by a notary. This letter was issued by a notary to be used as a statement that the signing of the deed had been carried out and the making of the deed had fulfilled the requirements to be used as a valid evidence.

Covernote is needed because a copy of the deed cannot be completed at the time of signing the deed. Notary requires sufficient time in the process of making a deed, starting from checking data/files, research requirements and making/preparation of deeds. Furthermore, the deeds made must be read, signed by the parties, witnesses and notaries, and a copy of the whole so that the whole cannot be completed on the same day.

Covernote Although not as a notary product as a legislation, but it is used as a tool in disbursing credit and also as a tool to meet the completeness of the file that has not been obtained in the submission of the permit submission to an agency. Covernote containing a certificate about the not completion of a letter that will be used as a mortgage right in a credit agreement issued by a person PPAT who are officials of land deeds who are given the authority to make a transitional deed of land rights, deed of charge of mortgage rights, and the deed of granting power of attorney charges mortgage rights.

In practice, the existence of a covernote means that guarantees still cannot be used as a direct responsibility because it is still in the process of management, therefore after the credit agreement, the debtor will sign SKMHT before a notary /PPAT up to the letter, mortgage rights can be installed.

Based on the description above, the author is interested in writing a journal entitled "Juridical Analysis Of Covernote Issuance By Notary In Perspective Confirming Legal Certainty (Research Study at Notary Office HENDRA PRIHATINO, SH., MKn

FORMULATION OF THE PROBLEM

1. How is the legal arrangement for the notary's responsibility towards Covernote Issuance By Notary In Perspective Confirming Legal Certainty (Research Study at Notary Office)?
2. How to implement implementation Covernote Issuance By Notary In Perspective Confirming Legal Certainty (Research Study at Notary Office)?
3. What are the factors of constraints and solutions in implementation Covernote Issuance By Notary In Perspective Confirming Legal Certainty (Research Study at Notary Office)?

RESEARCH PURPOSES

1. To find out the legal arrangements for implementation Covernote Issuance By Notary In Perspective Confirming Legal Certainty (Research Study at Notary Office).
2. To find out the juridical analysis of implementation Covernote Issuance By Notary In Perspective Confirming Legal Certainty (Research Study at Notary Office).

3. To find out the factors of constraints and implementation solutions Covernote Issuance By Notary In Perspective Confirming Legal Certainty (Research Study at Notary Office).

DISCUSSION

LEGAL ARRANGEMENTS COVERNOTE ISSUANCE BY NOTARY IN PERSPECTIVE CONFIRMING LEGAL CERTAINTY (RESEARCH STUDY AT NOTARY OFFICE)

A. THE LEGAL REGULATION OF THE ROLE AND FUNCTION OF THE NOTARY

In the Wet OP Het Notaryambt which came into force on April 3, 1999, Article 1 letter a stated that "Notary: Openbaar ambtenaar ", the notary is no longer referred to as an ambtenaar openbaar as is listed in Article 1 of the old Wet OP Het Notaryambt (promulgated on July 1842, stb 20). Not formulated again the notary as Openbaar ambtenaar, Now it is not questioned whether the notary as a general official or not, and it should be noted that the term Openbaar ambtenaar In this context does not mean general, still meaningful public meaning.

If the provisions in Wet op het Notarisambt The above is used as a reference to provide the same understanding of the provisions of Article 1 number 1 UUJN which states that a Notary is a Public Official authorized to make an authentic deed and other authorities as referred to in paragraph (1) UUJN. The granting of qualifications as general officials is not only to the notary, but also given to the land deed official official (PPAT), Auction officials, thus the notary is definitely a general official, but not every public official must be a notary, because general officials can also PPAT or auction officials. Then the general official referred to the general official referred to in Article 1 number 1 UUJN must be read as a public official authorized to make an authentic deed (Article 15 paragraph (1) of the UUJN with other authority as referred to in Article 15 paragraph (2) and (3) UUJN and to serve the interests of the community.

Epistemological notary obligations, what is meant by obligation is "something that must be practiced, carried out, must". In accordance with the provisions in Article 18 paragraph (1), paragraph (2) and Article 19 of the Notary Position Law, A notary is obliged to have a real place and residence and keep on holding an office and keeps the activity in the places designated for him. In addition, a notary is required to make a list of wills and notify in the shortest possible time to the interested. Another notary obligation is to give reports of every recognition of children born outside of marriage carried out before them to the hall of the inheritance. The notary is also required to record the deeds under the hand that is passed and submit a copy that is actually recognized as legitimate from the repertory and other lists of the deeds made before him during the past year. In accordance with the provisions of Article 15 paragraph (2) letters a and b UUJN if during the past year there was no deed by the notary, the notary concerned in the same time period must convey a statement about it.

B. LEGAL PROTECTION AGAINST NOTARIES

According to Law Number 30 of 2004 concerning the Position of a Notary, there is no single article that specifically regulates the legal protection of a Notary. Basically, the legal protection is only implied in Article 66 concerning supervision of Notaries which aims to provide legal protection for Notaries in carrying out their duties and positions as Public Officials, such supervision is very necessary, so that in carrying out their duties and positions, Notaries are obliged to uphold the dignity of their positions. .

Notaries as public officials in carrying out their positions need to be given legal protection, including:

- 1) Stay maintained by the dignity of positions and positions including when members of the testimony and proceed in examination and trial.
- 2) Keep the deed of information obtained for the manufacture of deeds and Keep the minuta or letters attached to the minuta deed or notary protocol in storage

These three things are the basis in Article 66 of the UUJN in terms of notarial summons for the judicial process, investigation, public prosecutor or judge with the approval of the Supervisory Council. With this approval, it means that in the absence of approval, it cannot be done.

According to the Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number M.02.PR.08.10 of 2004 concerning Procedures for the Appointment of Members, Dismissal of Members, Organizational Structure, Work Procedures and Procedures for the Examination of the Notary Supervisory Council Article 20 Paragraph (1) states that: In Conduct an examination of the notary, the Regional Examination Council and

the Central Examination Council of each element consisting of 1 (one) chairman and 2 (two) members of the Examination Council.

The Investigating Panel has the authority to examine and decide on received reports submitted by parties who feel aggrieved by submitting in writing accompanied by evidence that can be accounted for. Based on the report the Supervisory Board conducted an examination of the notary concerned to determine the alleged violation of the notary code of ethics or violation of the implementation of the notary position. In conducting the examination of the Supervisory Board not only examined the notary concerned but also a third party as the reporter, so that the results of the examination obtained in a balanced manner.

This is in accordance with Article 22 paragraph (1) of the Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number M.02.PR.08.10 of 2004 concerning Procedures for Appointment of Members, Dismissal of Members, Organizational Structure, Work Procedures and Procedures for Examination of the Notary Supervisory Board.

C. SUPERVISION OF THE NOTARY

According to Article 1 paragraph 5 of the Ministerial Regulation mentioned above, the notion of supervision is a preventive and curative activity including coaching activities carried out by the Supervisory Board of the Notary. From this formulation, the main objective of supervision is that all rights and authority and obligations given to the notary in carrying out their duties as outlined in the basic regulations concerned, are always carried out on the predetermined path, not only legal channels but also on the basis of morals and professional ethics for the sake of guaranteeing legal protection and legal certainty for the community.

Furthermore, based on Article 23 paragraph (4) states that the results of the examination are outlined in the minutes of the examination. Furthermore paragraph (5) states that the results of the examination were sent to the notary concerned as the reported party and a third party as the reporter, with a copy of the Regional Supervisory Council, the Regional Management of the Indonesian Notary Association and the Regional Management of the local Indonesian Notary Association. Thus, the formation of the Supervisory Council to save the interests of the community from losses caused by irresponsible notaries and maintain the image and authority of the notary institution and protect the good name of the Notary Professional group and is a form of legal protection against the notary given by the state.

According to the provisions of Article 1 the general provisions of the Indonesian Notary Code of Ethics, what is meant by the Code of Ethics is: "All moral rules determined by the Indonesian Notary Association Association which will be called the" association "based on the decision of the Congress of the Association and/or determined by and regulated In the laws and regulations governing this matter and that applies to and must be obeyed by each and all members of the association and all people who carry out their duties as notaries, including temporary officials, notary notaries and special replacement notaries ". Understanding the Code of Ethics explained that: "The code of ethics is a guidance, guidance or moral guidelines or decency for a particular profession or is a list of obligations in carrying out a profession compiled by members of the profession itself and binding them in practicing it. So that the notary code of ethics is guidance, guidance, or moral guidelines or notarial decency both as personal and public officials appointed by the government in the context of providing public services, especially in the field of deed making. In this case it can include both the notary code of ethics that applies in the organization (INI), as well as the regulations of a notary position in Indonesia originating from the Notary OP Het Reglement. " The notary code of ethics contains material elements about obligations, prohibitions, exceptions and sanctions that will be imposed if proven a notary violates the code of ethics. In addition, the notary code of ethics is also regulated regarding the procedure for enforcing the temporary dismissal code of ethics as a member INI.

FACTORS OF CONSTRAINTS AND SOLUTIONS IN IMPLEMENTATION PUBLISHING COVERNOTE BY NOTARY IN PERSPECTIVE CONFIRM LEGAL CERTAINTY (RESEARCH STUDY AT NOTARY OFFICE)

A. IMPLEMENTATION OF A NOTARY COVERNOTE AS A GUARANTEE OF TRUST

At first glance the covenote does not mean anything in the process of making a Mortgage Certificate that ends with registration at the Land Agency. However, because the covenote is often used as proof of guarantee/temporary handle for banks in disbursing credit, then in making a certificate of Mortgage Rights Covernote Notary

becomes part of the process of the formation of two agreements, namely a credit loan agreement and the budget agreement/ guarantee of mortgage rights.

Land for housing purchased by developers generally comes from several owners of land rights whose land rights status differs from one another. Developers who are legal entities cannot own land with the status of property rights, but can own land with the status of building rights.

The main certificate must then be broken down into a certificate of plots for housing, before selling housing plots, the developer first does a perfect solution (splitting) of the main certificate by asking for management services to the development of the Development Certificate.

Basically, the covenant is made on the basis of trust between the bank and the notary for credit disbursement due to the loading of APHT (Deed of loading of Underwriting Rights) on the certificate of ownership of the debtor's land as guaranteed/ the budget is in the management process. The issuance of the Notary Covernote is made and based on the bank's trust in the credibility of the notary as a general official and also in its capacity as an official of the land deed (PPAT).

In connection with the explanation above, the notary cover is made and issued by a notary due to practical needs. This is because, in the process of administrative administration of APHT loading on the certificate of debtor land rights requires a long time, as formulated in the provisions of Article 15 paragraph (3) of the Underwriting Rights Act states: "Power of Attorney charges the Right to Right to the Right to the right Land that has been registered must be followed by making deeds of granting mortgage rights no later than one month after being given."

However, in contrast to land that has not been registered, Article 15 paragraph (4) of the Dependent Rights Law states: "" Power of Attorney charges Underwriting Rights regarding land rights that have not been registered must be followed by making no later than three months after being given. " Based on the explanation above, if it is related to the credit disbursement process it will certainly require a long time when waiting for APHT to be completed in the management process. This does not include non -technical obstacles such as a complicated bureaucratic process to the APHT loading process at the National Agency Office (BPN), so that it will have an impact on the APHT loading process takes any longer time.

B. THE PROCESS OF CREDIT DISBURSEMENT BY THE BANK ON THE BASIS OF THE COVENOTE

In general, the procedure for granting credit with a guarantee of mortgage proposed by prospective debtors to creditors, which in this is the bank, namely through the procedure below:

1. The prospective debtor submits a credit application and submits the required files and the bank has been determined in the credit application;
2. Prospective debtors fill out credit application forms provided by the bank. After the form is filled in completely and correctly, the form is then submitted back to the bank;
3. The bank then conducts credit analysis and evaluation on the basis of the data stated in the credit application form.
4. If the results of the analysis and evaluation of the debtor's candidate credit are declared feasible by the bank to obtain credit, then negotiations are then carried out between the two parties, namely the bank and prospective debtors. These credit negotiations include the maximum credit to be given, credit needs, credit period, administrative fees, fines, interest and so on;
5. If there has been an agreement between the two parties, then the signing of a credit agreement in the form of a debt recognition letter with the binding of guarantees, in this case in the form of a guarantee of Underwriting Rights, before PPAT and Bank officials;
6. After binding the guarantee of rights and PPAT has provided information that the prospective debtor has been declared to have met the requirements, then the bank will recite the credit to the prospective debtor.

Furthermore, after the credit agreement is realized, the next step is to make a guarantee binding agreement in this case is for the imposition of mortgage rights. The encumbrance process is carried out in several stages as follows:

- a) Granting of mortgage rights preceded by a power of attorney to impose a Mortgage Rights (SKMHT) to provide mortgage rights as a guarantee of the payment of certain debt as outlined in an agreement which is an inseparable part of the relevant debt agreement or other agreement that causes the debt.
- b) The loading of Underwriting Rights is further followed by the making of Deed of Mortgage Rights (APHT) by PPAT in accordance with applicable laws and regulations.
- c) If the Object of Mortgage Rights in the form of land rights originating from the conversion of old rights that have met the requirements to be registered, the registration is still not carried out, the granting of the Mortgage is carried out together with the request for registration of the relevant land rights.
- d) In the Deed of Mortgage Rights (APHT) must be included

In connection with the above explanation, a notarial covernote is made and issued when the debtor provides a Power of Attorney to impose Mortgage Rights (SKMHT) to the bank. In practice, most bank partner notaries also act as Land Deed Making Officials (PPAT) so that the completeness of the land file in the form of certificates, land certificates, deed of sale and purchase, is checked by a notary before issuing and issuing a covernote to give confidence to the bank that the mortgage certificate is valid. will be registered.

FACTORS OF CONSTRAINTS AND SOLUTIONS IN IMPLEMENTATION PUBLISHING COVERNOTE BY NOTARY IN PERSPECTIVE CONFIRM LEGAL CERTAINTY

A. BANKING GUARANTEE FACTOR

Banking institutions are financial institutions that have a very important role in the economic life of the community. Banks as intermediation institutions have a function to raise funds from the public and channel funds through a credit activity. Giving credit by banks is a basic form of business that is carried out because credit has a close relationship with other financial institutions that require funds that only exist in the bank.

Implementation in the field many covenotees are not in accordance with its implementation so that it results in law. Covernote or certificate can be used as evidence in the Criminal Procedure Code. For this reason, the notary must always be careful in carrying out his position. Included in this case when making a covernote. In the UUN it is not explained how far the power of the covernote is, but we must pay attention to the provisions of this matter in the Criminal Procedure Code regarding evidence in Article 184 jo 188 of the Criminal Procedure Code.

Evidence contained in Article 184 paragraph (1) KUHP respond : Witness statements, expert statements, letters, instructions and statements of the defendant. Article 188 paragraph (1) of the Criminal Procedure Code sounds instructions are actions, events or circumstances that are due to their compatibility, both between the other and the criminal offense itself, marks the language. Article 188 paragraph (2) reads the instructions as referred to in paragraph (1) can only be obtained from witness statements, letters, the defendant's statement.

There are various kinds of evidence, and the evidence can be perfected and can be used as preliminary evidence, the existence of preliminary evidence is investigated and investigated further to obtain strong evidence. Preliminary evidence is a condition, action and/or evidence in the form of information, writing or objects that can provide an indication of a strong suspicion that a legal problem is or is occurring. Examination of preliminary evidence can be seen whether it is in the realm of administrative law or has entered the realm of criminal law.

Proof of Covernote If used as proof of the initial crime, the notary cannot be detained, the intention is to relate to the task of the investigator to trace the proof of the covernote, whether there are signs of problems or not with the proof of the covernote. If there are no signs of evidence of legal deviations, the notary can not be found guilty. The new cover can be a problem in the law if the notary gives dishonest information so that it causes the land to be a problem or dispute.

B. WARRANTY CHARGES BASED ON COVERNOTE

Covernote in this case is not an authentic deed this matter because it is not an official notary product and has never been explained in the law regarding the authority of the notary to issue a covernote. This is because the

authentic deed has the requirements to be in accordance with the legislation and made by and in front of the authorized official while the Covernote does not fulfill the syarat as an authentic deed but only a certificate issued by the Notary.

Covernote issued by a notary also cannot be used as proof of collateral, but only as an introduction to banks that will issue credit, covernote for several agencies that need it not mean as the completeness of the file but as a guarantee that the true files are in the process, at least there is trust that can be built between a notary and bank, between notaries and agencies and also between notaries and clients.

Often the request for credit is submitted with a land guarantee or certificate. Regarding the certificate guarantee the bank uses a notary service to make a credit agreement deed and SKMHT as well as to be able to check the validity of the certificate guaranteed in the Land Office. Often in the process, the bank asks for a notary to issue a covernote for the quick disbursement of credit while waiting for the results of the issuance of HT certificates. The problem that often occurs is the protracted completion of the certificate

HT and credit have been disbursed, and other problems are the traffic of credit by the debtor and the occurrence of default. The legal consequences experienced in the credit disbursement process based on the covernote are in the case that the settlement of the HT certificate has not been completed in a credit state has been won based on the covernote, and another problem is the occurrence of congestion in credit payments, causing debtors to make default and the bank suffered a loss.

The notary can be held accountable for his mistakes if in the issuance of the cover there is an element that contains false information on the contents of the covernote. "The discrepancy that occurs between statements in the cover and reality in the field, notaries must be responsible, both criminal or civil and even morally responsible

CONCLUSIONS AND RECOMMENDATIONS

1. CONCLUSIONS

1. Implementation Legal Regulation Covernote Issuance By Notary In Perspective Confirming Legal Certainty (Research Study at Notary Office) is a covernote not included in the instrument of authentic deeds and deeds under the hand, the legality of the cover is questionable and can be declared not a legal product issued by a notary. Covernote is not found in instruments or laws and regulations in Indonesia. Covernote is a statement made and issued by a notary with all the elements contained in the cover, such as the head/head of the letter from the relevant notary office to the signature and ratification stamp of the notary is actually not included in the authentic deed instrument, although some elements of the authentic deed fulfilled. Covernote also does not meet the requirements as a deed under the hand, because the covernote is made by a notary who is a general official.
2. Implementation Covernote Issuance By Notary In Perspective Confirming Legal Certainty (Research Study at Notary Office). Publishing and Making Covernote need to pay attention to the legal aspects of the engagement and the legal requirements of the agreement. Based on the Criminal Code, the covernote can be classified as an engagement born because of an agreement and not caused by the order of the law. Article 1233 of the Criminal Code regulates: "Each engagement was born because of approval, both because of the law". Covernote only binds to the parties contained and mentioned in the contents of the Covernote, the parties referred to in writing this paper are the banks as creditor, the debtor who submits credit requests, and the notary party who is in the process of obtaining a deed from the debtor.
3. Lack of proof of guarantee required in the credit application process forces the bank to request proof of guarantee on a notary classified in the form of an agreement that the notary must be able to complete the management of the debtor's deed in accordance with the specified time period in the agreement better known as Covernote. Covernote issued by a notary, the notary must be able to account for the contents of the cover. If the notary is unable to meet the contents of the covernote, the notary must be held accountable by immediately completing the certificate of land, but the notary cannot be given administrative sanctions in accordance with the Notary Position Law because the covernote is not regulated in the law. Related to the problem so far arising from the cover, if the notary is repeatedly unable to carry out the contents of the covernote as expected, then the sanctions received are usually moral sanctions in the form of trust from the bank begins to decrease and lead to the transfer of trust in other notaries. Notary is required to always be responsible if it turns out to fail in running

the contents of the cover. Because basically the birth of the cover is the result of an agreement or agreement between the bank and the notary, where the notary is willing to carry out what is requested by the bank in carrying out or making a legal act such as making a credit agreement deed, making a deed of granting mortgage rights or binding certificate guarantees right of ownership.

2. SUGESTION

1. The notary basically only records what is stated by the leaders and is not required to investigate the material truth, then it is not right if the judge cancels it (or blames the notary and accuse him of committing legal actions). Notaries may be wrong about the contents of the deed because of wrong information (intentionally or not) from the parties. Presumably this error cannot be accounted for the notary because the contents of the deed have been confirmed to the parties by the notary.
2. The need for a good relationship between the notary and the Notary Position Law, so that the notary in carrying out his duties as a general official, besides having to submit to the notary position law must also obey the professional code of ethics and must be responsible for the state, the general public served, as well as professional organizations (Indonesian Notary Association or INI).
3. There is a need for further research methods for efforts to improve and discussion on administrative regulations regarding the cover issued by the notary.

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