Int. j. adv. multidisc. res. stud. 2022; 2(6):978-982

Received: 29-10-2022
Accepted: 09-12-2022

International Journal of Advanced Multidisciplinary Research and Studies

ISSN: 2583-049X

Precautionary Principle of Notary in Making Covernote as Financing Banking Payment Basis

[1] Edhi Friadi, [2] Teuku Ahmad Yani, [3] M Gaussyah
[1] Master of Notary, Faculty of Law, Syiah Kuala University, Banda Aceh, Indonesia
[2, 3] Faculty of Law, Syiah Kuala University, Banda Aceh, Indonesia

Corresponding Author: **Edhi Friadi**

Abstract
According to Article 16 paragraph (1) letter a of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Office of a Notary (UUJN), a notary in carrying out his duties and authorities must act in a trustful, honest, thorough, independent, taking sides and safeguarding the interests of parties involved in legal actions. This study aims to examine and analyze the notary's prudential principles in issuing covernotes, whether they have been carried out in accordance with UUJN regarding the disbursement of bank financing and to analyze how the form of notary's responsibility for covernotes issued for default by debtors. This research is included in empirical juridical research. By analyzing a law that applies to be used as a basis for solving problems. The results of this study explain that there are still notaries who have not been maximal in implementing the precautionary principle in issuing covernotes. In applying this precautionary principle, the notary must identify the identity of the appearer, carefully verify the subject and object data of the appearer, check documents with the relevant agencies, sign an authentic deed by the parties in front of the notary, and read the contents of the authentic deed to the appearer.

Keywords: Precautionary Principle, Covernote, Banking Payment

1. Introduction

Notary is someone who has legal education and is licensed by the government. Their main duty is to serve their community by making authentic documents as evidence or as a legal requirement for certain legal actions.[1] A notary public is a public official authorized by law to make authentic documents. The duties, powers, and scope of the notary are regulated in Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Office of a Notary, also known as UUJN.

When creating a document, a Notary Public has the authority to make authentic deeds regarding all actions, agreements, or provisions required by law. Additionally, the public can request that the Notary Public make authentic deeds for provisions they would like to see in a document. The Notary Public can also guarantee the certainty of the date by making authentic deeds, as well as provide grosse, copies, and quotations of the document. This is because notaries have the authority to make authentic deeds no matter what laws are passed by congresses or other officials.

Authentic deeds are the most complete, effective and legally binding way of documenting a legal relationship. They are important in almost every area of life, from banking to land ownership to business relationships. People's needs for legal documentation grow as they demand legal protection, certainty and order in their social lives. Authentic deeds also provide people with more legal protection than laws and regulations alone.[2]

As a legal subject in society, a person's actions and rights depend on evidence that clearly determines his involvement with the law. This can be achieved through the preparation of written records, such as statements, testimonies and legal actions. These documents record various legal events such as marriages, divorces, sales, rents and so on.[3]

[1] Fitri Novia Heriani, Ini Akibat Hukumnya Jika Minuta Akta Tidak Ditandatangani Notaris, https://www.hukumonline.com/berita/a/ini-akibat-hukumnya-jika-minuta-akta-tidak-ditandatangani-notaris-lt62d9dac23210c, accessed 12 November 2022.

[2] Fajlulrahman Jurdi, *Etika Profesi Hukum*, Cetakan ke 1, Kencana, Jakarta, 2022, p. 203.

[3] Helmi Abdul Azis, Dahlan Ali, Suhaimi, Tindak Pidana Penipuan dengan Menggunakan Sarana Akta Perjanjian yang Dibuat di Hadapan Notaris, *AT-TASYRI': Jurnal Ilmiah Prodi Muamalah,* Vol. 10, No. 1 (Juni 2018), pp. 23-40. https://ejournal.staindirundeng.ac.id/index.php/Tasyri/article/view/130.

To become a notary, certain requirements must be met. These requirements not only pertain to one's intellectual capabilities, but also the extent of their moral integrity. Becoming a notary is considered a trust position and necessitates these requirements.[4] This statement is taken from Article 16 UUJN letter a, which reads "A Notary is obligated to act honestly, independently, impartially, and protect the interests of the parties involved in legal actions. It is hoped that he won't abuse his authority and trust given to him."

A notary must always examine all the relevant facts when performing a legal action. They must also examine all the evidence or documents presented to them and make sure all statements presented are valid before recording their content into the deed. If a notary isn't careful in examining important facts, it means that they aren't careful with their work.[5]

The precautionary principle or what is called the Prudential Principle is a principle that emphasizes that in carrying out a profession or business activity in serving the community it must be carried out strictly in accordance with applicable procedures. The precautionary principle applied to banking is of course very different from that of a notary. Regarding the Prudential Principle in banking, Hermansyah, stated that "Indonesian banking in carrying out its business on the basis of Economic Democracy must use the Prudential Principle, where the Prudential Principle is one of the most important principles that must be applied or carried out by banks in carrying out their business activities.[6] The precautionary principle requires the bank to always be careful in carrying out its activities, must always be consistent in implementing laws and regulations in a consistent and professional manner and in good faith.[7]

However, the current Notary Position Laws and Regulations do not regulate notaries to carry out the precautionary principle as stipulated in the Banking Law, so it often happens that in the process of making authentic deeds, notaries get into legal problems because notaries are not careful and inaccurate in examining each subject and object document to be included in an authentic deed, or the notary often issues a statement stating that guaranteeing the authenticity of a document is not his duty and authority.

Banks are financial institutions that rely on notaries for help with their daily tasks. Banks act as an intermediary for money transactions between the public and the rest of the world. People deposit funds into their accounts, which are then used to make loans or transfer funds from other accounts.

One of the requirements in providing loan financing to banks in accordance with the 5C's Principle Analysis is Collateral. Collateral is goods, assets or securities used as collateral by the lender (creditor) to the borrower (debtor). The aim of the bank to make collateral as a loan condition is to secure the debtor's debt. If the borrower fails to pay off the obligation to repay the loan, the lending bank can liquidate it by auctioning or selling the collateralized asset.

The lending bank will provide a letter of acknowledgment of debt (blanket lien), namely securities issued to legally bind all collateral belonging to the debtor for the benefit of the creditor.

Credit provided by banks contains risks so that in the banking world to reduce the risks that will arise, the bank requires binding collateral or guarantees in the form of written and authentic evidence in the form of a Power of Attorney for Imposing Mortgage Rights (SKMHT), Deeds for Granting Mortgage Rights (APHT) and Deeds Fiduciary Guarantee. This is done as an important evidentiary tool for certainty, order and legal protection for parties who carry out banking financing activities, and this must be done before a Notary/Land Deed Making Officer (PPAT).

As a bank partner in making authentic deeds, the Notary has the authority to make a deed showing that legal actions have taken place before the Notary. The deed made by a Notary is an important thing for the parties to be able to protect their respective interests.

In the case of granting credit by a bank, sometimes there are several collateral or guarantees that do not meet the requirements, such as land that is pledged as collateral is still in the form of a Deed of Sale and Purchase or Grant and the process of applying for a new certificate, or in the form of a certificate but is still in the process of transferring names. Banks certainly will not provide credit if the requirements have not been met. In this case the role of the notary is very helpful to the prospective debtor, where before the deed is prepared perfectly, the notary will issue a temporary statement called a cover note.

The notary as the party that has the capacity to make a covernote by including the contents of the description of the legal act that has occurred to the party who needs the covernote. The cover note issued by the Notary contains a statement of what has happened, such as explaining that the Power of Attorney for Imposing Mortgage Rights (SKMHT) has been signed by the Parties, both debtors and creditors, before a Notary.

However, in practice the banking sector uses this cover note not only as a basis for accelerating the disbursement of a financing to banks, but the banking sector uses it as a basis for guarantees that if one day a debtor defaults on said financing, the notary is deemed responsible for the losses incurred. This is of course very detrimental to the notary because they have to be responsible for something that is not their authority.

Whereas as a legal basis for a Notary in carrying out his/her duties normatively based on the UUJN, there is not one article and paragraph that regulates covernotes, but covernotes among notaries are living laws or habits or living laws in carrying out the duties and positions of a Notary. In this case, the notary in issuing the covernote is another authority as referred to in article 15 paragraph (3) of the Notary Office Law which states that in addition to the authority referred to in paragraphs 1 and 2, the Notary has other authorities as regulated in laws and regulations.

Sometimes the implementation is not in accordance with what has been stated in the covernote, so that in the event of a default that can cause losses to the creditor/banking party

[4] Donal Wilem Sri Anto, Aronggear, Suparno, Implementation of the Employment Creation Act for Worker with the Specific Time Work Agrement, ICLSSEEl, April 2016, Semarang, Indonesia, p, 203.

[5] Fikri Ariesta Rahman, Penerapan Prinsip Kehati-hatian Notaris Dalam Mengenal Para Penghadap, *Lex Renaissance*, Vol. 3, No. 2, 2018, p. 425.

[6] Hermansyah, *Hukum Perbankan Nasional Indonesia*, Jakarta, 2013.

[7] Eri Eka Sukarini, Shofi Juliastuti, Penerapan Prinsip Kehati-hatian Bank Dalam Pencarian Dana Nasabah Dihubungkan Dengan Undang-Undang Tentang Perbankan, *Jurnal Yustitia*, Faculty of Law, Universitas Wiralodra Indramayu, p. 98-120.

and other related parties, for example the owner of the collateral/guarantee. As a result, it is not only the banking party that makes the lawsuit, but the party who feels aggrieved will also take legal action against the notary who has issued the covernote.

As for one of the cases where a lawsuit was filed against a notary by a banking party, this was the case in the District Court of Pangkal Pinang City, where the notary's carelessness in issuing a covernote caused the notary to be sued by the bank. The notary's form of carelessness was not carrying out an SPPPFAT examination (Statement of Relinquishment of Physical Mastery over Land) which was upgraded to a Certificate of Ownership or Certificate of Property Rights that had been issued to serve as collateral for Working Capital Credit (KMK) which is the defendant's obligation as a notary. This of course contradicts Article 16 paragraph (1) letter a of Law Number 02 of 2014 concerning Amendment to Law Number 30 of 2004 concerning the Position of Notary which states that in carrying out his position a Notary must act in a trustful, honest, thorough, independent, impartial manner. and safeguarding the interests of the Parties involved in legal actions.

Likewise in the legal case that occurred at the Meulaboh District Court Number: 09/Pdt.G/2010/PN-Mbo, where as a result of the issuance of a covernote by a notary for PT Bank Aceh Syariah Branch Pembantu Jeuram, the contents of which stated that the notary guaranteed the correctness of the signature owner of the guarantee, even though the signing was not carried out before a notary. Here the notary has committed negligence by allowing the Power of Attorney for Imposing Mortgage Rights (SKMHT) to be taken by the debtor to be taken out of the notary's office, in this case of course what the notary did was ignoring the precautionary principle.

What will become the focus of this research later is that in carrying out their functions and positions, notaries are required to apply the precautionary principle in issuing a legal product, including in this case a covernote, must be in accordance with what legal actions have been carried out, not promise anything outside of their authority and not always follow the unilateral will of the bank which can cause harm to the notary himself.

2. Methodology

This research is included in the empirical juridical research model, which is research on the applicability of law in the form of laws and regulations in people's lives. This is of course the enforceability of law against a certain legal event in society. Empirical legal research is based on primary data or basic data, namely in the form of data obtained directly in practice in society which is used as the main source through field research, namely by using interviews with respondents and informants.[8]

Peter Mahmud Marzuki emphasizes research that aims to obtain legal knowledge empirically juridical which raises data and facts in this case to approach statutory regulations carried out by analyzing all regulations relating to the issue to be studied, which then coupled with a conceptual approach that looks at the position of the covernote normatively and sees cases as a reference in seeking the essentials of the covenote itself.[9]

In this study the authors used a qualitative approach, in which the authors explored in depth a problem by collecting data as deeply as possible so that the quality of this research would be better.

3. Results and discussion

3.1 Analysis of Notary's Precautionary Principles in Covernotes Issued by Notaries on Disbursement of Banking Financing

Notary as someone who gains the trust of the public to make deeds in order to obtain legal certainty and legal protection, then in carrying out their duties they must be in harmony with the position and trust of the community. If a Notary performs his duties and positions not in line with and is not in line with the expectations and needs of the community, and the community does not get legal certainty and legal protection against him, on the contrary it can be detrimental to society, then it is clear that the Notary is not the right person to be entrusted with him. So that the Notary does not mean anything to the community and is not seen as a trustworthy person. Thus, the duties of a Notary and the position he holds are like two sides (two fields) of the same but different coin and the two cannot be separated.[10]

Meanwhile, a notary in carrying out his duties and positions must always prioritize the principle of prudence. This is intended to protect the interests of the people who have entrusted their interests to a notary. The application of the precautionary principle is meant to ensure that the notary in carrying out his duties and functions is always in the right direction, so as not to cause harm to other parties. In this case the Notary must be responsible for everything that was made before him and for that the Notary has affixed his signature.

The emergence of law suit problems in notary practice is caused by the notary's lack of caution in making authentic deeds against the data of the parties, both related to the subject or object brought by the parties to make authentic deeds, thus causing frequent crimes such as fake documents or fake statements. carried out by the parties in an authentic deed drawn up by a notary.

In the world of banking, disbursement of financing/credit issued by banks to their debtors is inseparable from the role of a notary as an authentic deed. Every credit that has been approved and agreed upon between the bank as a creditor and debtor must be stated in a written credit agreement (credit agreement). However, in making an authentic deed of collateral for the loan, it cannot be completed immediately by the notary because there are several things that have not been completed, such as checking the Certificate of Property Rights which will be used as collateral in a financing. This is where the notary can issue a statement or also called a cover note.

Covernote is actually not an element or part of the process of making a Mortgage certificate. Even so, this covernote is often used as a substitute for lack of proof of collateral, as a temporary guide for banks in credit agreements. The notary

[8] Abdul Kadir Muhammad, *Hukum dan Penelitian Hukum*, Bandung: Citra Aditya Bakti, 2004, p. 134.

[9] Peter Mahmud Marzuki, *Penelitian Hukum: Edisi Revisi*, Prenada Media, Jakarta, 2011, p. 93.

[10] Habib Adjie, *Sekilas Dunia Notaris & PPAT Indonesia*, CV. Mandar Maju, Bandung, 2009, p. 83.

as the party that has the capacity to make a covernote by including the contents of the description of the legal act that has occurred to the party who needs the covernote. The cover note issued by the Notary contains a statement, such as explaining that the Power of Attorney for Imposing Mortgage Rights (SKMHT) has been signed by the Parties, both debtors and creditors, before a notary.[11]

Covernote provisions are not explicitly regulated in government regulations or other regulations, so that in this case it creates confusion about the legal certainty of covernotes in credit disbursement. Disbursement of credit by the bank itself can go hand in hand with the role and authority of the notary who makes and legalizes the credit agreement deed and carries out the process of installing Mortgage Rights at the authorized Land Office, besides that covernote is a habit that is often carried out by notaries which aims to explain that all administration of appearers especially the debtor has met the requirements for disbursement of financing, such as having signed a Power of Attorney to impose Mortgage Rights or Deed of Granting Mortgage Rights in front of a Notary.

However, in reality the cover note is used by banks as collateral if the credit is bad, the Notary will replace all losses from the bank on the pretext of partner cooperation and using the precautionary principle of the bank.

By issuing the cover note it is as if the notary guarantees that an activity carried out by another agency can be ensured by the notary. Of course, this has created many problems in the field where notaries are considered responsible for completing activities or work that is under the authority of other agencies. This arises based on the custom among notaries, especially in making deeds related to credit. Banks often take cover behind a covernote to disburse credit, a covernote is considered a sacred letter by the bank in seeking credit so that the legal consequences arising from the bank holding on to the covernote. Seeing this, of course, notaries as public officials must really apply the precautionary principle in issuing covernotes.

As for West Aceh District Court Decision No. 09/Pdt.G/2010/PN-MBO. Explains that the judge considers that the notary participates in being responsible for losses incurred by other parties, in this case the bank and the owner of the collateral by issuing the cover note by the notary. The involvement of the notary in the decision was because the notary issued a covernote containing information that the deed had been signed by the parties in front of the notary, even though in reality one of the parties, namely the owner of the collateral, never felt like signing any deed before the notary regarding the financing/credit. Here it is clear that the notary did not apply the precautionary principle in issuing covernotes.

Sometimes a notary in issuing a covernote requires intervention from the banking sector. The notary should be able to refuse this intervention considering that the notary has the principle of prudence in issuing a covernote, in other words a notary can issue a covernote in accordance with his authority regarding the disbursement of bank financing. However, in reality, it is difficult for a notary to avoid or refuse this due to cooperation or partnership between a notary and a bank. In addition, the banking sector also has its own covernote in a standard format that must be fulfilled by the relevant notary. So that the covernote submitted by the bank becomes a separate burden for the notary because the covernote is binding on the notary. This can cause losses and legal consequences for the notary because there are clauses in the standard format covernote that are not within the scope of the authority of the notary, because what is made before a notary is the responsibility of the notary with all the legal consequences.[12]

3.2 Liability of Notaries for Covernotes Issued for Acts of Default by Debtors

Issuance of a covernote by a notary has consequences or legal consequences that will arise, moreover covernotes are not defined in the Notary Office Law. The absence of a regulation or legal basis for publishing a covernote has an impact on the legal standing of the covernote. The notary can also be held responsible for the losses incurred as a result of the covernote issued by the notary not being in accordance with reality, as in the case example above that the signing of the deed was not by the owner of the collateral and was signed not in the presence of the notary concerned.

The aspect of responsibility for civil sanctions is the sanctions imposed on mistakes that occur due to default or acts against the law. This sanction is in the form of reimbursement of costs, compensation and interest, which is the result that the notary will receive from the lawsuit of the aggrieved parties.

In general, Covernote has the following characteristics:

1. Formal, made using a notary's header, with the title “cover note” or “remark”. There is a date, letter number, and contents explained, there is the name of the notary who made it, complete with position stamp.
2. Materially, there is information regarding legal actions carried out by the parties, and promises that bind the notary regarding the settlement process, as well as receipt of a document that is being processed at the notary's office.
3. Outwardly, has no legal value but can give rise to legal consequences for the notary.

Based on Article 1233 of the Civil Code (KUHPerdata), it stipulates "every engagement is born either by agreement or by law". The covernote cannot be categorized as an authentic deed, because the covernote is not a legal product issued by a notary based on the characteristics of the covernote above. In addition to covernotes not being regulated in UUJN, covernotes are also not regulated in Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations for the Position of Officials Making Land Deeds. Even though the covernote is made by a notary and has characteristics similar to an authentic deed, the covernote cannot be classified and classified as an authentic deed.

Based on Article 1868 of the Civil Code, that "an authentic deed is a deed in the form determined by law, made by or

[11] Habib Adjie, *Hukum Notaris Indonesia*, CV. Refika Aditama, Jakarta, 2018.

[12] Muyassar, Dahlan Ali, Suhaimi, Pertanggungjawaban Hukum Notaris Terhadap Pengingkaran Akta Jual Beli Tanah Bersertifikat Oleh Pihak Yang Dirugikan, *Syiah Kuala Law Journal*, Vol. 3(1) April 2019, pp. 147-166. https://jurnal.unsyiah.ac.id/SKLJ/article/view/12446/10277.

before public officials who have the power to do so at the place where the deed was made". And a private letter is a private deed, a letter that is deliberately made by people, by the parties themselves, not made before the authorities, to be used as evidence.

The elements to be fulfilled as an authentic deed are:

a) The deed is made by an authorized public official appointed by law.
b) The existence of the authority of the public official to make a deed.
c) The form of the deed has been determined in the law governing the issue of authentic deed and the legal requirements for an agreement have been fulfilled as stipulated in Article 1320 of the Civil Code (KUHPerdata).[13]

Based on this understanding, the covernote is not included in the type of authentic deed and is not a private deed. Based on the explanation of Article 1868 of the Civil Code, the covernote cannot be called a private deed because it was not made by the parties, but the one who made the covernote was a notary while a notary was not the parties. This means that a cover note is just an ordinary letter which only contains a notary's ability or statement to explain that the matter that the notary is working on is still not finished or is still in the process of being finalized.

Covernotes in the banking world have a function as a condition for disbursing credit facilities, so that if the covernote has not been issued by a notary, then the implementation of credit disbursement cannot be carried out. This covernote is often used as a stronghold of security from the bank, even though this covernote does not have the power of an authentic deed. Covernote has become a habit that occurs in the practice of bank lending. The position of a covernote in banking practice is that it is only morally binding which arises on the basis of need and practice, it only binds a notary if the notary does not deny the signature and the covernote is not proof of credit guarantee.

The authority of a notary is explained in Article 15 paragraphs (1) and (2) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Office of a Notary, from these articles we can see that there is no single statutory regulation invitations that regulate covernotes, covernotes can be classified as formal sources of law, namely based on custom.

4. Conclusion

In carrying out their duties and authorities, a notary must prioritize the principle of prudence. By getting to know the appearers who are present before him, carefully verifying the subject and object data of the appearers, checking documents with the relevant agencies, checking documents online directly to the government agency system, signing by the parties in front of a notary directly and reading out the deed made by a notary to the appearer will be able to reduce the legal risks that will arise. Notaries must be careful, careful and thorough every time they are going to carry out legal actions.

The position of the covernote in the Notary Office Act is not included in the authentic deed. Covernote has no legal standing in the Notary Office Act. The covernote only serves as a statement based on the living law in notary practice.

5. References

1. Abdul Kadir Muhammad. Hukum dan Penelitian Hukum, Bandung: Citra Aditya Bakti, 2004.
2. Donal Wilem Sri Anto, Aronggear, Suparno, Implementation of the Employment Creation Act for Worker with the Specific Time Work Agrement, ICLSSEEl, April 2016, Semarang, Indonesia.
3. Eri Eka Sukarini, Shofi Juliastuti, Penerapan Prinsip Kehati-hatian Bank Dalam Pencarian Dana Nasabah Dihubungkan Dengan Undang-Undang Tentang Perbankan, Jurnal Yustitia, Faculty of Law, Universitas Wiralodra Indramayu, p. 98-120.
4. Fajlulrahman Jurdi, Etika Profesi Hukum, Cetakan ke 1, Kencana, Jakarta, 2022.
5. Fikri Ariesta Rahman, Penerapan Prinsip Kehati-hatian Notaris Dalam Mengenal Para Penghadap, Lex Renaissance. 2018; 3(2).
6. Fitri Novia Heriani, Ini Akibat Hukumnya Jika Minuta Akta Tidak Ditandatangani Notaris, https://www.hukumonline.com/berita/a/ini-akibat-hukumnya-jika-minuta-akta-tidak-ditandatangani-notaris-lt62d9dac23210c, Accessed 12 November 2022
7. Habib Adjie, Sekilas Dunia Notaris & PPAT Indonesia, CV. Mandar Maju, Bandung, 2009, p83.
8. Habib Adjie. Hukum Notaris Indonesia, Refika Aditama, Jakarta, 2018.
9. Helmi Abdul Azis, Dahlan Ali, Suhaimi, Tindak Pidana Penipuan dengan Menggunakan Sarana Akta Perjanjian yang Dibuat di Hadapan Notaris, AT-TASYRI': Jurnal Ilmiah Prodi Muamalah. 2018; 10(1):23-40. https://ejournal.staindirundeng.ac.id/index.php/Tasyri/article/view/130.
10. Hermansyah. Hukum Perbankan Nasional Indonesia, Jakarta, 2013.
11. Muyassar, Dahlan Ali, Suhaimi, Pertanggungjawaban Hukum Notaris Terhadap Pengingkaran Akta Jual Beli Tanah Bersertifikat Oleh Pihak Yang Dirugikan, Syiah Kuala Law Journal. 2019; 3(1):147-166. https://jurnal.unsyiah.ac.id/SKLJ/article/view/12446/10277.
12. Peter Mahmud Marzuki, Penelitian Hukum: Edisi Revisi, Prenada Media, Jakarta, 2011, p93.
13. Rosa Lianda Islami, Dahlan, Suhaimi, Penggunaan Akta Kuasa Menjual Sebagai Jaminan Pelunasan Utang Dalam Peralihan Kepimilikan Hak Milik Atas Tanah, Jurnal Magister Hukum Udayana (Udayana Master Law Journal). 2020; 9(4):838-858. https://ojs.unud.ac.id/index.php/jmhu/article/view/68160/38061.

[13] Rosa Lianda Islami, Dahlan, Suhaimi, Penggunaan Akta Kuasa Menjual Sebagai Jaminan Pelunasan Utang Dalam Peralihan Kepimilikan Hak Milik Atas Tanah, Jurnal Magister Hukum Udayana (Udayana Master Law Journal), Vol. 9 No. 4, Desember 2020, pp. 838-858. https://ojs.unud.ac.id/index.php/jmhu/article/view/68160/38061.