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Notary's Responsibility to the Bank Regarding the Cooperation Agreement for Completion of Mortgage

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Abstract: Unfulfilled obligations by the Notary in completing the preparation of the Deed of Credit Agreement, Power of Attorney to Enforce Mortgage Rights (SKMHT), Deed of Granting Mortgage Rights (APHT), and Deed of Acknowledgment of Debt in a cooperation agreement with the Bank will cause losses from the Bank. Completion of Deed Making that is not in accordance with the time limit set in the cooperation agreement must be accountable by the Notary to the Bank. The purpose of this research is to find the responsibility of the Notary towards the delay in making the deed and find the legal implications of the delay in making the deed stated in the cooperation agreement. Normative juridical is the type of research used in this research. The result of the research is that the Notary's delay in making the deed in the cooperation agreement with the Bank can be accounted for by the Notary by compensating the losses arising from the Bank and the legal implications when the Notary is late in making the deed can be sued before the court.

Keyword: Bank, Notary, Deed Making Settlement, Responsibility.

INTRODUCTION

Banks as entities engaged in financing have an obligation to facilitate the process of financing houses on credit that is safe and in accordance with legal provisions. (T. Siregar et al., 2020) Banks often collaborate with Notaries to fulfill the legal requirements governing the making of authentic deeds required when implementing KPR (Home Ownership Credit) agreements. This cooperation is based on the Bank's need to obtain legal legality and authentic deeds that have the ability to prove perfectly as stipulated in Article 1870 of the Civil Code. The article emphasizes that authentic deeds provide legal force that is indispensable when conducting financial transactions such as mortgages. In the framework of this cooperation, the Bank acts as a credit facility provider that requires a valid agreement, while the Notary is responsible for forming related deeds, such as the Deed of Credit Agreement, SKMHT (Power of Attorney to Enforce Mortgage Rights), APHT (Deed of Granting Mortgage Rights), and APH (Deed of Acknowledgment of Debt), all of which are important legal instruments to protect the Bank's legal interests. The role of the Notary in the cooperative relationship with the Bank is very

important because the Notary, as a public official stipulated in Law No.2 of 2014 concerning the Notary Position, has the exclusive power to form authentic deeds.(Dimas Almansyah, 2022) The deed made by the Notary within the scope of cooperation with the Bank not only functions as valid evidence in the eyes of the law, but is also an absolute requirement in the Bank's operations related to housing finance. The Notary, in his capacity, also has an obligation to ensure that all deeds formed are in accordance with the rules and completed within the agreed timeframe. This obligation includes the creation and completion of mortgage-related deeds, which have a specific deadline for completion as agreed in the cooperation agreement. Failure of the Notary to fulfill this responsibility can have an impact on the Bank, both from a legal and operational perspective, so this cooperation demands strict compliance with applicable regulations.(Anwar, 2021)

Notaries have the obligation to complete the preparation of a number of important deeds within the framework of cooperation agreements between banks, which include APK (Deed of Credit Agreement), SKMHT (Power of Attorney to Enforce Mortgage Rights), APHT (Deed of Granting Mortgage Rights), and APH (Deed of Acknowledgment of Debt). A Notary, when carrying out his responsibilities as a public official, has the authority to form authentic deeds that have perfect evidentiary power in the realm of law.(Hikmah, 2022) The obligations of a Notary include not only the creation of these documents, but also ensuring that these documents comply with existing regulations. This responsibility becomes very important considering the role of these deeds in guaranteeing all the rights of banks and debtors when implementing credit agreements. The cooperation agreement made between the Bank and the Notary contains an agreement on the time provisions that must be obeyed by the Notary in completing each stage of making the deed.(Wijaya & Prajitno, 2018) The time provisions that must be obeyed by the Notary are that the credit agreement deed must be completed and submitted at the time of the credit contract, while the Deed of Acknowledgment of Debt and the Power of Attorney of the Seller must be completed within 14 days from the date of the credit contract. Other time provisions such as the completion of AJB for Subsidized and Non-Subsidized Mortgages, are set within 240 days from the date of the credit contract. The time period has the purpose of providing legal certainty to all related parties. The inability of the Notary to fulfill the grace period that has been determined in this cooperation agreement can lead to legal liability. The notary must compensate the banking side for the implications of the delay.

Potential problems arising from the implications of a Notary's delay in completing the preparation of deeds such as APK (Deed of Credit Agreement), SKMHT (Power of Attorney to Enforce Mortgage Rights), APHT (Deed of Granting Mortgage Rights), and APH (Deed of Acknowledgment of Debt), can occur which will then have legal implications that the Notary must be responsible for. Delays can cause losses for the Bank, which relies heavily on the completeness of these documents to protect its interests before the law in the KPR (home ownership credit) agreement. Based on Article 16 paragraph 1 of Law No.2 of 2014 concerning Amendments to Law No.30 of 2004 concerning the Office of Notary, a Notary is required to act mandatorily and be fully responsible when carrying out his obligations, including in the condition of completing the formation of a deed in accordance with the agreed time provisions. (Irham, 2021) Failure of a Notary to fulfill this obligation can be seen as a form of negligence in carrying out the duties of his office, which has the potential to cause legal implications, both in the form of compensation and lawsuits from the bank that feels harmed. The situation regarding the delay in the completion of the deed by the Notary can occur when the Notary does not complete the Deed of Acknowledgment of Debt within 14 days after the date of the credit contract, as agreed in the cooperation agreement with the Bank. This delay can result in the Bank not having valid evidence to execute the mortgage rights if the debtor defaults, which in turn can weaken the Bank's position before the law and increase the risk of financial loss. The impact of this delay is not only a material loss to the Bank but can also affect the reputation

and trust of customers in the Bank, which has further implications for long-term business relationships. Based on this, it is very important for notaries to adhere to the agreed timelines to avoid legal issues and losses for the parties involved.

Notary delays in completing the formation of deeds on mortgage agreements, such as APK (Deed of Credit Agreement), SKMHT (Power of Attorney to Enforce Mortgage Rights), APHT (Deed of Granting Mortgage Rights), and APH (Deed of Acknowledgment of Debt), can have legal implications that the Notary must be responsible for. One of the legal implications that may arise is the potential for a lawsuit for compensation from the Bank against the Notary. Based on Article 1365 of the Civil Code, any unlawful act that causes loss to someone requires the party carrying out the relevant action to compensate for what has been caused. (M. Siregar et al., 2023) When the Notary's delay in completing the deeds results in losses for the Bank, for example in the form of loss of mortgage rights or delays in execution against debtors in default, the Bank has a legal basis to prosecute losses due to the losses it has experienced. In addition to the potential for compensation claims, the delay in the completion of the deed by the Notary can also have implications for the aspects of professional responsibility and ethics of the Notary. (Hikmah, 2022) Based on Article 16 paragraph 1 of Law No.2 of 2014 concerning the Notary Position, Notaries are obliged to carry out their official duties with full responsibility, including in terms of completing the deed in accordance with the agreed time provisions. Failure to fulfill this obligation can be seen as an act of violating the regulations of the Notary profession, which in turn can result in administrative or disciplinary penalties from the Notary Supervisory Panel. (Sodiq, 2017) Based on this, delays in the completion of deeds not only lead to potential compensation claims from the Bank but can also have an impact on the reputation and sustainability of the Notary profession itself.

The explanation of the above description regarding the responsibility of the Notary in the cooperation agreement with the Bank regarding the completion of the deed of mortgage needs further research and study because it is directly related to legal certainty and protection of the Bank's rights as a creditor. Based on Article 16 paragraph 1 of Law No.2 of 2014 concerning the Position of Notary, Notaries are obliged to carry out their duties with trust and responsibility, including in terms of completing the deed in line with the period specified when making a cooperation agreement. When a Notary is unable to fulfill his/her obligations, this can lead to legal implications, such as a lawsuit for compensation from the Bank for losses due to delays. Because the research determines two problems that will be studied, namely:

1. How is the responsibility of the Notary to the Bank for the delay in making the deed of mortgage agreement?
2. What are the legal implications for the Notary who is late in making the deed of mortgage agreement in terms of the provisions of the Civil Code?

METHOD

This study uses a normative juridical model which has the aim of examining and analyzing the responsibilities of a Notary to a Bank in a cooperation agreement to complete the making of a Home Ownership Credit Deed (KPR) based on applicable laws and regulations. (Hidayat, 2021) The primary legal materials used in this study include Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Notary Position, the Civil Code (KUHPerdota), and other regulations relevant to notarial and banking practices. In addition, this research also utilizes secondary legal materials in the form of legal literature, scientific journals, and opinions of legal experts to strengthen the analysis and provide a comprehensive perspective on the issues studied. Through this approach, the research is expected to provide an in-depth understanding of the legal implications of the Notary's delay in completing the deed in accordance with the provisions agreed upon in the cooperation agreement with the Bank.

RESULTS AND DISCUSSION

Notary Responsibility to the Bank Against Delays in Making Deeds of Home Ownership Credit Agreement

Legal responsibility in the context of civil law is the obligation of a person or party to bear the legal consequences of an act or omission that harms another party, which is based on three main elements: fault, loss, and causality. (Jordan, 2021) Fault includes acts or omissions that violate applicable laws or agreements. Wrongdoing can be either intentional or negligent, where the perpetrator is aware or should have been aware that his or her actions could cause harm to the other party. This fault is the basis for the formation of responsibility, because without fault, there is no basis for demanding legal responsibility from the perpetrator. Loss is the actual loss suffered by the injured party, which can be material or immaterial. The loss suffered by the injured party must be proven to be real and measurable, because without a loss, there is no basis for the injured party to claim compensation. Civil law aims to restore the position of the injured party to its original state before the unlawful act against the agreement made by the parties. However, it should be understood that legal responsibility must also look at the aspect of the causal relationship that directly connects the act or omission with the loss that occurs, so that without this relationship, legal responsibility cannot be enforced. The causal relationship must be proven that the loss incurred is a direct result of the act or omission. Without a clear causal relationship, claims of legal responsibility cannot be maintained, because there is no basis for concluding that the act or omission caused the loss. These three elements are the basis for the injured party to claim compensation, in accordance with what is regulated in the Civil Code (KUHPerdata). (Widiastuti, 2020)

The principle of responsibility in the context of an agreement (Contractual Liability) is a guideline that regulates the obligations of the parties bound in an agreement to fulfill what has been legally agreed upon. Civil law regarding agreements is defined as a binding agreement between two or more parties that creates rights and obligations for the parties. When one party fails to fulfill its obligations as specified in the agreement, legal liability arises based on the principle of default. (Apriani, 2021) Default is known as a violation of an agreement which includes non-fulfillment of obligations, delays in fulfillment, or fulfillment that is not in accordance with what was agreed upon. The legal basis for responsibility arising from a breach of agreement is contained in the Civil Code (KUHPerdata), specifically in Article 1243 which states that a debtor who does not fulfill his obligations after being given a warning (summons) by the creditor, then he is obliged to compensate the creditor for losses arising from the violation. This compensation aims to restore the creditor to its original position, as if the breach had never occurred. It is important to understand that this responsibility for agreements that have been made and agreed upon does not only apply to acts of breach, but also includes delays in fulfilling contractual obligations. (Sodikin, 2022)

Delay in the fulfillment of obligations in an agreement, or what is called "Mora," is another form of default that also creates legal liability for the offending party. Article 1244 and Article 1245 of the Civil Code stipulate that debtors who fail to fulfill their obligations on time, either due to their own intentions or negligence, are responsible for compensating the losses suffered by the creditor. Delay in fulfillment of obligations not only creates a right for the creditor to demand fulfillment of the performance, but also has the right to claim compensation for losses caused by the delay. This principle also regulates that the amount of the debtor's responsibility for the losses incurred must be balanced with the level of loss suffered by the creditor. (Mantili, 2019) This includes direct losses arising from violations or delays, as well as additional losses that can be estimated as a result of the violation. In practice, the responsibility for the fulfillment of obligations in the agreement that has been made can also be adjusted to the special provisions agreed upon in the agreement, including certain penalty or compensation clauses imposed when there is a delay in fulfilling the obligations as agreed in the agreement. The principle of

responsibility in the context of agreements provides legal protection for creditors to demand fulfillment of obligations or compensation for losses arising from violations or delays by debtors, which are expressly regulated in the Civil Code. This ensures that every agreement made is not just a verbal agreement, but also has real and enforceable legal consequences.

The basic guidelines of Notary's legal responsibility are expressly regulated in Law Number 2 Year 2014 on the Amendment to Law Number 30 Year 2004 on Notary Position (hereinafter referred to as UUJN). The UUJN stipulates that Notaries, as public officials authorized to make authentic deeds and other authorities, have legal responsibility for their actions and obligations in carrying out their official duties.(Afriana, 2020) Article 16 paragraph (1) of the UUJN stipulates that Notaries must act honestly, carefully, independently, impartially, and safeguard the interests of the parties in every deed. This obligation includes the responsibility to prepare deeds correctly, completely, and in accordance with applicable laws and regulations. When a Notary commits an error or negligence in carrying out his/her duties which then causes harm to an interested party, the Notary can be held legally responsible. The legal responsibility of a Notary is also closely related to Article 1365 of the Civil Code (KUHPperdata), which is the general legal basis for unlawful acts (Onrechtmatige Daad). This article states that every act that violates the law and causes harm to others obliges the guilty perpetrator to compensate for the loss. When a Notary commits unlawful acts such as delays in making deeds that are not in accordance with the agreed agreement, or negligence in carrying out their obligations which then result in losses for other parties, Article 1365 of the Civil Code can be used as a basis for the injured party to claim compensation.(Imania et al., 2020)

Notaries as public officials have the authority that is expressly regulated in the UUJN. As a public official, Notary has the main task to make authentic deeds that have perfect evidentiary power before the law. Cooperation agreement with the Bank on the mortgage agreement, in this case the Notary has a very fundamental role. The notary has the obligation to make a Deed of Credit Agreement, Power of Attorney to Enforce Mortgage Rights (SKMHT), Deed of Granting Mortgage Rights (APHT), and Deed of Acknowledgment of Debt. These deeds serve as instruments that ensure legality and legal certainty in the housing financing process, especially in Home Ownership Loan (KPR) products. The authority of Notary to make these deeds comes from Article 15 paragraph (1) of UUJN, which states that Notary is authorized to make authentic deeds containing agreements or provisions desired by the parties authorized to do so and/or required by laws and regulations. In exercising this authority, the Notary has an obligation to ensure that every deed he makes is in accordance with the will of the parties and does not conflict with the laws and regulations. One of the main obligations of the Notary is to complete the deed within the period agreed upon in the cooperation agreement with the Bank. This is important considering that in banking practices for mortgage transactions, time is an important aspect that affects the success of the transaction. The obligation of the Notary to complete the deed in accordance with the stipulated time, as stipulated in the cooperation agreement, is a form of professional responsibility that must be fulfilled by the Notary.(Anwar, 2021) The provisions regarding the deadline for completing the deed are usually regulated in detail in the cooperation agreement between the Notary and the Bank, which binds both parties to comply with these regulations.

The making of various authentic deeds by a Notary in a cooperation agreement with the Bank has a deadline that must be met according to the agreement. The deed of credit agreement as the legal basis for disbursing credit funds to the debtor, must be submitted by the Notary to the Bank at the time of the credit contract. The Deed of Granting Mortgage Rights and the Power of Attorney to Enforce Mortgage Rights (SKMHT) have a deadline of 14 days from the date of the credit contract to be completed and submitted by the Notary. These documents act as legal instruments that bind the debtor in providing credit collateral to the Bank, so timely completion is a priority to protect the Bank's interests as a creditor. The sale and purchase

agreement (PPJB) must be submitted at the time of the credit contract, while the sale and purchase deed (AJB) for subsidized and non-subsidized mortgages must be completed by a Notary within 240 days from the date of the credit contract. The same deadline also applies to the AJB of KPR Indent, while the AJB of KPA Indent has a deadline of 1,500 days from the credit contract. After the transfer of the Sale and Purchase Deed, the Notary is obliged to submit SKMHT to the Bank within 14 days. The Mortgage Rights Certificate (SHT) must be submitted within 30 days after the certificate is issued by the Notary. APHT as the closing document must also be completed within 14 days after the issuance of the certificate. Fulfillment of deeds within the deadlines is essential to ensure that the necessary documents are available on time, thus ensuring legal certainty.

The inability of the Notary to complete the deed in accordance with the agreed timeframe can have legal consequences for both the Notary and the Bank. The bank as a party that requires Notary services for legalization and making authentic deeds can suffer losses if the deed is not completed on time. This loss can be in the form of delays in the credit disbursement process, resulting in increased risk in the form of potential claims from debtors or other third parties due to material and immaterial losses. Therefore, Notaries must carry out their obligations with full responsibility, ensuring that every deed made can be completed within the agreed time. The provisions of Article 16 paragraph (1) letter a of the UUJN stipulate that Notaries are obliged to act trustworthy, honest, careful, independent, impartial, and safeguard the interests of the parties involved in the deeds they make. Article 16 paragraph (1) letter c of UUJN also states that Notaries are obliged to make deeds in the form of minutes and keep them as part of the Notary protocol, which is a state archive. This obligation requires the Notary to maintain the integrity and authenticity of every deed he/she makes, including ensuring that the deed has fulfilled all formal and material requirements stipulated in the laws and regulations. Completion of mortgage-related deeds, the Notary must also comply with the provisions in the relevant laws and regulations, such as Law Number 4 of 1996 on Mortgage Rights on Land and Objects Related to Land, which regulates SKMHT and APHT. Article 38 paragraph (1) of the Mortgage Rights Law states that SKMHT must be immediately followed by APHT within a predetermined period of time, which is part of the Notary's obligation to complete the deed. (T. Siregar et al., 2020).

Delays in the preparation of important deeds such as the Deed of Mortgage Agreement (KPR), Power of Attorney to Enforce Mortgage Rights (SKMHT), Deed of Granting Mortgage Rights (APHT), and Deed of Acknowledgment of Debt by Notary can cause losses to the Bank, both in terms of financial and operational. The bank, as an institution that provides credit, relies heavily on the timeliness and accuracy of the Notary in completing the deeds. Any delay in the completion of authentic deeds can not only hamper the process of lending, but can also have a negative impact on the legal relationship between the Bank and the debtor, such as the Bank's reputation in the eyes of customers. Article 16 paragraph (1) of Law Number 2 of 2014 concerning the Notary Position stipulates that Notaries are obliged to carry out their duties carefully, on time, and in accordance with applicable laws and regulations. This obligation includes the completion of the deeds requested by the Bank in accordance with the deadline agreed upon in the cooperation agreement. If the Notary fails to fulfill this obligation, it can be considered a violation of the statutory provisions and can potentially lead to legal liability. Notary delays must be accountable to the Bank. Civil law regarding liability is implicitly regulated in Article 1365 of the Civil Code. Article 1365 of the Civil Code states that every unlawful act that causes harm to others obliges the perpetrator to compensate for the loss. Notary's delay that causes the Bank to suffer losses can be categorized as an unlawful act, which gives the Bank the right to file a claim for compensation. The responsibility of a Notary is not only limited to the contractual obligations stipulated in the cooperation agreement, but

also includes the responsibility not to harm other parties through acts or omissions committed in carrying out their official duties.

Notary responsibility can be seen as an effort to maintain legal certainty and protect the rights of the parties involved in the agreement. The responsibility of the Notary in the context of the delay in the completion of the deed includes the obligation to compensate the losses suffered by the Bank. Material losses that must be reimbursed by the Notary include all forms of financial losses that are objectively calculated by the Bank. (Janniffer Finlandia Koampa, Anna S. Wahongan, 2024) Notaries who are late or fail to complete the deed of mortgage agreement are obliged to pay a fine of 5% of the total legalization fee bill. The obligation arises as a form of material responsibility for the breach of contract that has been agreed with the Bank. This violation is seen as a form of negligence that has a direct impact on the interests of the Bank, especially in terms of administration and smooth credit processing. In circumstances where the Notary intentionally or negligently omits all documents received from the Bank, the Notary is required to bear all costs necessary to arrange for the recovery of the lost documents or, if necessary, to make a new deed as a replacement. The action is a reflection of the Notary's responsibility in maintaining the integrity of the documents entrusted by the Bank, considering that these documents have a high legal certainty value and directly affect the rights of the debtors and creditors involved. The Bank will give a summons or warning to the Notary periodically every three months when there is a delay in the completion of the deed. This reprimand serves as an initial warning so that the Notary can immediately improve his performance. However, if the Notary does not complete his obligations after the third summons, the Bank has the authority to freeze the Notary's status and remove him from the Bank's partner list. This freezing action is taken as an effort to protect the interests of the Bank and minimize risks that may arise due to non-compliance of the implementation of the agreement by the Notary. Further legal sanctions may be given to the Notary based on the risk exposure posed by the violation. These sanctions may include claims for material and immaterial damages, depending on the amount of loss suffered by the Bank. (Pamitama, 2020). Notaries have an important role in ensuring that all legal processes related to the granting of credit run in accordance with applicable regulations, including in terms of making the necessary deeds. Therefore, the Notary must ensure that all assigned tasks are completed on time and in accordance with the agreed agreement, in order to avoid potential lawsuits from the Bank that is harmed due to the delay. This entire legal framework emphasizes the importance of accuracy and adherence to deadlines in Notarial practice, and points out that any breach of these obligations can have far-reaching legal and financial implications. Notaries must realize that their role in deed making is not just a formality, but also a legal responsibility that must be fulfilled with integrity and professionalism. The protection of the interests of the Bank as a partner in the cooperation agreement must always be the top priority in every action taken by the Notary.

Implikasi Hukum terhadap Notaris Yang Terlambat Dalam Pembuat Akta Perjanjian Kredit Pemilikan Rumah Ditinjau Dari Ketentuan KUHPerdara

Legal implications are legal consequences or impacts that arise as a result of a party's actions or omissions in carrying out predetermined legal obligations. (Putra, 2020) This concept is fundamental in every agreement made between a Notary and a Bank, because it regulates how legal responsibility is imposed on Notaries and Banks that violate the provisions of the agreed agreement. Legal implications can include various forms of sanctions, whether civil, criminal, or administrative, depending on the nature of the violation that occurred and the applicable legal norms. Legal implication refers to the principle that every act of intent and negligence that is contrary to the law or the agreed agreement will create legal liability for the Notary and the Bank. Civil law in the context of legal implications relates to the obligation to provide

compensation or fulfill unperformed performance. When someone does not fulfill their obligations under an agreement, the injured party has the right to claim compensation for the losses they have suffered, as stipulated in Article 1243 of the Civil Code (KUHPerdata). This principle emphasizes the importance of legal responsibility as a mechanism to ensure that the rights of legal subjects are protected and justice is served. Legal responsibility in correlation with legal implications can be remedial in nature *Restitutio In Integrum*, which aims to restore the situation to its original position before the violation occurred. Regarding the concept of *Restitutio In Integrum*, it means that where the injured party is entitled to recover for the losses he has suffered due to the actions or omissions of other parties. For example, in the case of default or breach of promise, the legal implication that arises is the obligation for the offending party to compensate for the losses incurred, so that the injured party can return to its proper position if the agreement is fulfilled properly. (Towoliu & Maramis, Betsy Anggreni, 2024).

The legal implications for Notaries who are late in making Deeds in home ownership credit agreements (KPR) have a close correlation with a series of actions that can be taken by the Bank to protect its interests and enforce its rights in accordance with applicable legal provisions. The initial stage of settlement can be done through non-litigation channels, where the Bank has the right to issue a summons, apply fines, terminate cooperation, freeze and blacklist the Notary. When non-litigation efforts do not produce satisfactory results, litigation is the last option that can be taken. *Somasi* is the first step in the non-litigation settlement process conducted by the Bank against the Notary. In accordance with the provisions of Article 1238 of the Civil Code, It is important to note that the subpoena serves as an official warning given to the Notary to immediately fulfill his/her obligations in completing the pending deed. If the Notary does not respond to the subpoena within a reasonable period of time, then the Notary can be considered to have made a default, which gives the Bank the right to demand fulfillment of obligations or request compensation. (Ghuto et al., 2024).

Banks also have the authority to impose fines on Notaries who are late in completing the deed. The imposition of this fine is usually stipulated in the cooperation agreement between the Bank and the Notary as a form of financial sanction for the delay. This fine is a compensation for the Bank for the losses incurred due to the delay and at the same time as a pressure mechanism for the Notary to immediately complete its obligations. This fine as a financial sanction is in line with the provisions of Article 1243 of the Civil Code which regulates the reimbursement of costs, losses, and interest due to default. If the delay continues and there is no improvement, the Bank may take further action by unilaterally terminating the cooperation relationship. This termination of cooperation is based on the principle of default as stipulated in Article 1266 of the Civil Code, which gives the aggrieved party the right to terminate the agreement if the other party fails to fulfill its obligations. The implications of this termination are very significant, as it not only ends the professional relationship between the Bank and the Notary, but also eliminates the Notary's opportunity to obtain similar work in the future. (Sania Salamah, 2022) That the Bank may blacklist the Notary in question. The granting of blacklist status is an action that not only temporarily stops the cooperation relationship, but also has a long-term impact on the notary (Zulfar, 2024). A blacklisted notary will have difficulty gaining the trust of other banks or financial institutions, which in turn can significantly reduce the number of clients and income. Blacklisting is an effective form of social and professional sanction in maintaining the integrity and quality of Notary services. When non-litigation measures do not provide an adequate settlement or if the loss suffered by the Bank is very large, the Bank may file a lawsuit through litigation. This lawsuit is filed with the court to demand damages or fulfillment of obligations that have not been completed by the Notary. The litigation process in court will involve the examination of evidence and legal arguments from both parties before the court decides whether the Notary has defaulted and whether the Notary is obliged to pay compensation to the Bank. This process is in accordance with the provisions of Article 1247

of the Civil Code which regulates the obligation to compensate for losses due to default. When a court decides that a Notary is at fault and must pay damages, the legal implications do not stop at the obligation to pay the damages. Court decisions are often the starting point for the Bank to take additional, more drastic measures to protect its interests and maintain the integrity of its operations. One of the actions that can be taken is permanent termination. This termination is done based on the principle of default that has been proven in court, where the bank has the right to terminate the professional relationship with a Notary that is no longer considered trustworthy in performing its duties. After the relationship has been permanently terminated, the next step that the bank can take is to blacklist the notary. Blacklisting is a precautionary measure that aims to prevent the Notary from cooperating with other banks or similar financial institutions in the future. This blacklist status not only affects the Notary's relationship with the bank concerned, but can also affect the Notary's professional reputation among banks and other notaries. Notaries who have been blacklisted will find it difficult to gain the trust of potential new clients, which can directly reduce their business opportunities and revenue. A blacklisted notary does not only lose potential clients from the banking sector, but may also experience a decline in professional image in the eyes of the general public. The status as a Notary who has been found guilty by the court and blacklisted will continue to be attached, putting the Notary in a difficult position to restore his reputation and credibility. In addition, in some cases a blacklisted Notary may also face further legal action from other parties who feel aggrieved by the Notary's actions. Overall, the legal implications for a Notary who is late in making a Deed in a mortgage loan agreement are very complex and cover various aspects, both in terms of financial, professional, and reputation. Non-litigation measures such as subpoenas, fines, termination of cooperation, and blacklisting provide an opportunity for the Bank to resolve the issue without having to go through litigation. However, if these measures are inadequate, litigation can be pursued as a last resort to uphold justice and ensure that the Bank's rights are protected in accordance with applicable laws. All these steps show how important it is for Notaries to perform their duties responsibly and in a timely manner to avoid adverse legal consequences.

CONCLUSION

The responsibility of the Notary to the Bank for delays in the preparation of the Deed of Home Ownership Credit Agreement includes the obligation to compensate for losses incurred, both material and immaterial losses. The Notary is subject to a fine of 5% of the total legalization fee bill. In addition, if the Notary intentionally or negligently omits documents that have been received from the Bank, the Notary is required to bear the entire cost for the recovery of the lost documents or, if necessary, make a new deed as a replacement. This responsibility is based on the principles of civil law and treaties that require Notaries to maintain timeliness and integrity in every deed-making process. Legal actions from the Bank, such as subpoenas, fines, up to termination of cooperation and expulsion of the Notary from the list of associates, can be applied if this obligation is not fulfilled. This emphasizes that Notaries must carry out their duties with full responsibility to avoid legal repercussions that are detrimental to both parties. The legal implications for a Notary who is late in making a Deed in a home ownership loan agreement in terms of the provisions of the Civil Code do not only include the obligation to compensate for losses, but the potential for the Notary to be sanctioned in the form of blacklisting by the Bank.

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