

# Legal Perspective of the Role of Notary in Legalizing Underhand Lease Agreements in Indonesia

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## ABSTRACT

The law in general regulates and manages all human actions in society which are mandatory and must be obeyed by humans themselves, and the law has the nature of regulating and coercing in order to create a balance between the interests of citizens in the community. Notaries play a very important role in legalizing agreements made under the hands. As a notary, he plays an important role in legalizing an underhand agreement. Legalizing a deed means that the parties come to the notary's office to sign before us, before the parties sign the agreement, as a notary must or are obliged to read and explain the contents of the agreement which will later be signed by them, as a notary also inform or explain to the parties. The results of this study indicate that the role of the notary in the agreement made under the hand that has been legalized in minimizing the occurrence of default, namely the notary has provided legal counselling regarding the meaning of legalization with a notarial deed, the notary has also read the contents of the agreement and explained it, and the notary also provides input on the agreement made by the parties, it is hereby expected that in the future in order to minimize the occurrence of defaults which are finally brought to the realm of law.

**Keywords:** Notary, Underhand, Lease, Agreements

## 1. INTRODUCTION

The law in general regulates and manages all human actions in society which are mandatory and must be obeyed by humans themselves, and the law has the nature of regulating and coercing in order to create a balance between the interests of citizens in the community. The main task of the law is to maintain order in society, because order is the most important condition for the creation of an orderly and orderly society, this also applies to all members of society in all its forms.

In this case the law of engagement is included in the realm of civil law. Engagement means something that binds one person to another. The binding thing is a legal event which can be in the form of actions, such as buying and selling, debts - receivables can be in the form of events such as births, deaths, can be in the form of circumstances, such as adjacent yards, flats.

Regarding the source of the engagement, according to the law, it is explained that "an engagement can be born from an agreement (agreement) or from the law. Engagements born from the law can be further divided into engagements born from the law only and those born due to an act of people. The engagement can be

further divided into engagements that are born from an act that is permissible and those that are born from an act that is against the law.

Such as buying and selling and in general the agreement as a consensual contract agreement. Where the agreement is valid and binding on the parties who have agreed and agreed on the various main elements of the applicable agreement, namely, product and price.

One of the parties must submit the goods for use by the other party, while the other party must provide the lease price for using the goods. So that the loaned goods will not change ownership as in a sale and purchase transaction, but only used when the contract is valid. Therefore, the lease agreement is temporary. On the owner's side, the tenant will give the right of use to the tenant to use goods, services, buildings and not give up ownership rights. Therefore, the person who has the right to lease an object that he owns or controls with the agreement. Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles or abbreviated as the Basic Agrarian Law (UUPA) is stated in Article 44 paragraph (1) that: "A person or legal entity has the right to lease land, if he has the right to use the land. other people's property for building purposes, by paying the owner a sum of money as rent." Lease is a reciprocal

agreement. Rent means using something by paying rent and renting means using by paying rent.[1]

Notaries have a very crucial function to help establish legal certainty and legal protection for all circles, because notaries are state officials who have the authority to make authentic deeds as described and regulated in UUJN Number 30 of 2004 (Notary Position Law). This certainty and protection can be demonstrated by an authentic deed issued as a perfect means of proof in court. An authentic deed is called perfect evidence because there are three aspects that strengthen it, namely outward evidence (*uitwendige bewijskracht*), the power of formal proof (*formele bewijskracht*) and the strength of material evidence (*materialele bewijskracht*).

The profession of a Notary must be guided and subject to UUJN Number 2 of 2014, the philosophical basis for the establishment of UUJN Number 2 of 2014 is to "realize guarantees of legal certainty, order and legal protection which are cored in truth and justice. Through the deed he made, the Notary must be able to provide legal certainty and protection to people who use the services of a Notary.

Notaries play a very big role in ensuring legal certainty and protection for the public by issuing authentic deeds that can prevent legal problems from arising. An authentic deed shows proof of ownership rights or perfect evidence in court in the event of a dispute. The deed is used as authentic evidence and provides legal certainty for parties who have an interest in the deed related to an event or incident so that there is legal certainty. According to this theory, through legal protection from an authentic deed issued by a notary, it is possible to avoid misunderstandings and disputes in the future and prevent adverse impacts on many parties in it.[2]

According to Tan Thong Kie, regarding the existence of a Notary, namely: "it is inseparable from the needs of the community who need a person (figure) who should have Charismatic, and every explanation can be trusted, the signature and stamp issued can provide guarantees and make strong evidence. Notaries are also impartial experts and advisors who are not disabled (*onkreukbaar*) or (*unimpeachhable*), who are not closed and can make an agreement that can protect until a later date. Unlike an advocate/lawyer, if a lawyer defends someone's rights when a problem arises, while a Notary must try to prevent the problem." [3]

This is reinforced by Article 1321 of the Civil Code which stipulates that, "if the agreement is obtained by mistake, coercion, and fraud, the agreement is legally flawed. Thus, Article 1324 of the Civil Code states that the agreement must meet the conditions where there should be no defects of will in the agreement.

As a public official in the state, the notary can provide guarantees and also legal protection based on the authentic deed he has issued. Therefore, a notary is seen as a respected profession because it contributes in serving the wider community. The position held by a notary creates responsibilities and burdens that must be borne by a notary where a notary must be able to maintain the authority and honor of his profession.

## 2. METHOD

Legal research is a scientific activity, which is based on certain methods, systematics and thoughts, which aims to study one or several legal phenomena, by analyzing them and conducting an in-depth examination of the legal facts, and seeking a solution to the problems that arise in these phenomena. Concerned.[4]

This legal research uses doctrinal legal research, namely legal research conducted by browsing library legal materials, which consist of primary, secondary and tertiary legal materials. The legal materials are arranged systematically, reviewed and a conclusion is drawn in relation to the problem under study.

"This legal research includes research conducted on certain legislation or positive law, which aims to identify the basic or basic meanings in law, namely legal society, legal subjects, rights and obligations, legal events, legal relations and legal objects." [5]

This research is an empirical juridical research, namely trying to revealing the role and behavior of notaries in legalizing underhand lease agreements, especially in Indonesia. The research approach used is a statutory approach and an empirical approach. This research is a literatur study with secondary data. Secondary data collected in the form of primary legal materials and secondary legal materials which include Law Number 30 of 2004 concerning the position of a notary in conjunction with Law Number 2 of 2014 concerning changes to the position of a notary, Law Number 30 of 2004, the Civil Code , Notary Code of Ethics, as well as literature materials in the form of books and the results of previous studies that are related to the problem of this research.

## 3. DISCUSSION

### 3.1. The Underhand Lease Agreement

The term agreement is a translation of the word *verbinten* or contract. The agreement is formulated in Chapter II Book III Article 1313 of the Civil Code which states: "Agreement is an act whereby one or more parties bind themselves to one or more persons". In legal language, the word agreement is used to mean a promise/commitment or a series of reciprocal promises which are considered for the parties to make a contract. In an agreement, one person offers or proposes something to another person, who in turn accepts the same. In other words, offer plus acceptance equals agreement, or we can say that proposal accepted is agreement. While the underhand agreement is an agreement made for proof by the parties themselves and the agreement is not made before an official who has the authority. The two deeds have differences, starting from the procedure for making, the form and in terms of the strength of evidence.[6]

Talking about the agreement can not be separated from the issue of justice. The function and purpose of contract law cannot be separated from the objectives of the law in general, namely: justice, expediency, and legal

certainty. Theo Huijbers outlines three objectives of law: First, to maintain the public interest in society. Second, protect human rights. Third, realizing justice in living together.[7]

If an analysis of the principles in the agreement is carried out, it must start from the philosophy of justice in the agreement. Talking about justice is often heard, but the right understanding is complicated and even abstract, especially when it is associated with such complex interests.[8] The agreement contains the meaning of "a promise must be kept" or "a promise is a debt". The agreement is a bridge that will bring the parties to realize what is the goal of making the agreement, namely the achievement of protection and justice for the parties. With the agreement, it is hoped that each individual will keep his promise and carry it out.

The agreement will not occur without the parties. This is often referred to as the subject of the agreement or the object of the agreement. Specifically, an agreement is a written document that will identify the roles and responsibilities of the parties under the agreement. Once a written document is signed, whether manually, digitally, or electronically, it becomes legally binding. This means that if one of the parties fails to perform his duties under the agreement, he is in breach of the contract. An agreement that does not contain a lawful cause results in an agreement being null and void.[9]

The legal terms of the agreement can be said to have the legal consequences of the agreement contained in the Civil Code. Specifically, an agreement is "a written document that will identify the roles and responsibilities of the parties under the agreement. Once a written document is signed, whether manually, digitally, or electronically, it becomes legally binding. This means that if either party fails to perform its duties under the agreement, it is in breach of the contract."

The legal terms of the agreement are regulated in Article 1320 of the Civil Code which determines the conditions for the validity of the agreement, namely:

1) Agree on those who bind themselves

"The agreement of those who bind themselves implies that the parties who make the agreement have agreed or there is a conformity of the will of each, which was born by the parties without coercion (dwang), error (dwaling), and fraud (bedrog). Which statement can be stated expressly or tacitly." Generally bedrog is the act of causing someone to believe information that is untrue or untrue or not the whole truth. Courts will find fraudulent actions or practices if there are false statements, omissions, or other practices that mislead consumers who act fairly in the situation, to the detriment of consumers or the parties involved in an agreement.[10]

Article 1321 of the Civil Code explains that, "if the agreement is obtained due to mistake, coercion, and fraud, the agreement is legally flawed. Thus, Article 1324 of the Civil Code states that, at the same time, it must meet the conditions where there should be no defects of will in the agreement," including:

a) Coercion (dwang)

Coercion is a condition in which a person acts out of fear of being threatened or under pressure both physically and mentally. This is what is meant in Article 1324 of the Civil Code. Meanwhile, according to Subekti, what is meant by coercion is "spiritual or mental coercion and being threatened is an act of violating the law.

b) Misguidance or oversight (dwaling)

According to R. Subekti "an error or mistake occurs if one of the parties errs about the main things that were agreed upon or about the person with whom the agreement was made, there are two kinds of error, namely regarding the person and regarding the form, namely the object of the agreement."

c) Fraud (bedrog)

According to R. Subekti, fraud occurs when a party intentionally provides false information accompanied by deception to persuade the other party. Generally bedrog is the act of causing someone to believe information that is untrue or untrue or not the whole truth. Courts will find fraudulent actions or practices if there are false statements, omissions, or other practices that mislead consumers who act fairly in the situation, to the detriment of consumers or the parties involved in an agreement.

2) The ability to make an engagement

According to Article 1329 of the Civil Code stipulates that: "Everyone is capable of entering into an engagement if he is not declared incompetent by law". And Article 1330 of the Civil Code regulates people who are declared incompetent, namely:

- a) People who are not yet mature (minderjarigheid).
- b) Those who are placed under the care and
- c) Women, in the event that a law is stipulated.

Based on the Circular Letter of the Supreme Court (SEMA) Number 3 of 1963 dated August 4, 1963, "it was determined that the provisions of Article 1330 paragraph (3) of the Civil Code concerning the authority of a wife to carry out legal actions and not appear before the court without permission or help from husband is no longer applicable"

The ability to act is the ability or ability to carry out legal actions. Legal acts are actions that will have legal consequences. The people who will enter into the agreement must be people who are capable and have the authority to carry out legal actions.

The need to make an agreement in the form of a Notary Deed only appears when we talk about the legal aspects of evidence. Because in the end we make a written agreement so that we can prove or defend our rights in the future. As previously discussed, private letters may also be used as evidence as regulated in Article 1875 of the Civil Code which reads:

Article 1875 of the Civil Code:

"A handwriting that is acknowledged by the person against whom the writing is intended to be used, or in a way according to the law is considered recognized, provides to the people who signed it... perfect evidence such as an authentic deed... "

We can see that the law states that an anonymous letter or deed can also have perfect evidentiary power as an

authentic deed as long as it (the letter or deed) is recognized by the parties.

The law recognizes private letters and deeds as written evidence, but Article 1876 turns out that the law also gives the parties the right to acknowledge or deny their signatures in a letter or private deed:

Article 1876 of the Civil Code:

"Anyone who is faced with an underhand writing by the person who makes a claim against him, is obliged to admit or deny his signature expressly, but for his heirs or people who have rights from him, it is enough for them to explain that they do not recognize the writing or signature as the writing or signature of the person they represent." If one of the parties denies or denies a letter or private deed, the judge must then examine the veracity of the writing or signature before the court as regulated as follows:

Article 1877 of the Civil Code:

"If a person denies his writing or signature, or if his heirs or the person who has rights thereof do not acknowledge it, then the Judge must order that the truth of the writing or signature be examined before the Court."

In this case, the opposing party may have several arguments when he denies or denies a letter or agreement made under the hand, for example: (1) The agreement letter never existed / was never made (absolutely refused); (2) The Agreement Letter was not signed by him (not his signature); (3) The Agreement Letter was indeed signed, but when it was signed it was not like that; or (4) The Agreement Letter was indeed signed, but what is shown at this time is different from when it was signed.

It is clear that if the existence, content or signature of an unauthorized deed is denied or denied by our opposing party, it turns out that it adds a new burden of proof in the trial that the letter or underhand deed really exists, the contents are true and have indeed been signed by our opponent at the time the agreement was made

### **3.2. The Role of Notary toward Underhand Lease Agreement Legalization**

In carrying out his duties, he may make mistakes or violations. Notaries who are proven to have violated the obligations and prohibitions of Notaries as regulated in Articles 16 and 17 of the UUJN, may be subject to sanctions in the form of civil sanctions, administrative sanctions, code of ethics sanctions and even criminal sanctions. Regional autonomy, each district or city has the position of a notary, a position related to the inauguration as a notary carried out by the Office of the Ministry of Law and Human Rights of the Republic of Indonesia, in the event that the area of office of a notary covers all or the entire province of his place of domicile Notaries are only allowed to have one office in their area of office. Notaries do not have the authority to carry out positions outside their areas of office [11]

One of the powers exercised by a notary is to make an authentic deed. In the procedure for making an authentic deed, a notary must follow the rules or

applicable laws. Deeds that are administrative in nature have been regulated in the rules made by the government and the Ministry of Law and Human Rights of the Republic of Indonesia. One of the authorities of a notary is to form an authentic deed as contained in Article 15 of the Law on the Position of a Notary, which explains the following two things: (1) A notary has the authority to make an authentic deed according to the wishes of the interested parties as long as the contents of the deed made and the procedure for making it do not violate the rules or regulations. the law; (2) A notary also has the authority to provide certainty on the date of documents or underhand agreement by registering in a special book owned by a notary or known as the waarmeding book and keeping photocopies of the underhand agreement that have certain dates [12]

The notary plays a very important role in legalizing the underhand lease deed, where the important role of a notary in this case is to ensure that the signatures of both the lessor and the lessee are the correct signatures of the appearers and not someone else who signed the agreement. As in this case the notary ensures the formal correctness of the parties making the agreement.[13]

The authority of a Notary is stated in Article 15 from paragraph (1) to with paragraph (3) UUJN, can be divided into:

#### **1. General Authority of Notary**

In Article 15 paragraph (1) of the UUJN it is emphasized that one of the powers of a notary is to make a deed in general, this is referred to as the General Authority of a Notary with the following limitations:

- (a) There are no exceptions to other officials which have been stipulated by law.
- (b) Concerning the deed that must be made or authorized in making an authentic deed regarding all things, be it acts, agreements and provisions required by law or desired by interested parties.
- (c) Regarding the legal subject, namely the person or legal entity where the agreement is made for whose interest or desired by the interested party.

#### **2. Notary Special Authority**

Article 15 paragraph (2) regulates the special authority of a Notary to take certain legal actions, such as:

- (a) Validate the signature and determine the certainty of the date of the letter under the hand by registering it in a special book
- (b) Recording letters under the hand by registering in a special book
- (c) Make copies of the original letters under the hand in the form of copies containing descriptions as written and described in the letter concerned
- (d) Validate the compatibility of the photocopy with the original letter

3. The authority of a notary as set forth in Article 15 paragraph (3) of the UUJN, is the authority of a notary who will be determined later based on other laws that will

come / appear at a later date or in the future (*ius constituendum*) based on laws and regulations invitation.[14]

"In Article 1874 of the Civil Code, it is stated that a private deed is a deed signed privately, letters, registers, household affairs letters or all other writings made without the intermediary of an employee. or public officials. Therefore, it is said that the power of proof of an underhand deed is not as strong or perfect as the power of proving an authentic deed which has the most perfect and binding proving power. However, a private deed can be a more perfect and binding proof if the underhand deed agreement has been legalized by an authorized official. This means that according to Article 1874 of the Civil Code above, legalization has the meaning of ratification of an agreement made underhand where all parties who have made the agreement come before a notary then the notary reads and explains the contents of the letter to be subsequently dated and signed by parties and finally legalized by a notary. Legalization is the signing of a writing or an underhand agreement with a stamp (tread) from an authorized official, where the notary recognizes who explains the thumb/finger or is introduced to him and that the contents of the deed are clearly reminded (*voorgehouden*) and that the application the thumbs/fingers by the parties are carried out in front of a notary." [15]

With the legalization (legalization) *de Bruijn* means that an act of legal action must meet several conditions, namely:

1. That the notary knows the person who put his signature
2. That the contents of the deed must be explained and explained (*voorhouden*) to the person, and
3. Whereas then the person who made the agreement affixed his signature before a notary.

The things mentioned above must be mentioned or included by the notary in his statement in the deed of underhand agreement, the signature which has been legalized by such a notary according to *de Bruijn* cannot be denied unless the notary's statement is accused of being a false statement. While the cancellation of the agreement itself as explained in the previous chapter, namely:

1. Article 1254 of the Civil Code, which regulates: "If the agreement contains conditions aimed at doing something that is impossible to do, or which is contrary to good morals, or even prohibited by law, it is null and void"
2. Article 1256 of the Civil Code, which regulates: "All engagements are void, if their implementation depends solely on the will of the person who is bound"
3. Article 1265 of the Civil Code, which regulates: "A void condition is a condition which, if fulfilled, will terminate the

engagement and bring everything back to its original state, as if there had never been an engagement."

4. Article 1335 of the Civil Code, which regulates: "An agreement without cause, or which has been made for a false or forbidden cause, has no power"

5. Article 1337 of the Civil Code, which regulates: "A cause is prohibited, if it is prohibited by law, or if it is contrary to decency or public order"

Article 1682 of the Civil Code, which stipulates: "No grant, except as stated in Article 1687, may under threat of cancellation, be made other than with the status of a notary deed originally kept by the notary"

Again, it is said that notaries play a very important role in legalizing agreements made under the hands. As a notary, he plays an important role in legalizing an underhand agreement. Legalizing a deed means that the parties come to the notary's office to sign before us, before the parties sign the agreement, as a notary must or are obliged to read and explain the contents of the agreement which will later be signed by them, as a notary also inform or explain to the parties. The different parties from the agreement under the hand which will be legalized by a notary with a deed that we usually call a notarial deed, even though the agreement under the hand has been legalized by notary.[16]

However, the legal force which will be used as evidence will not be as perfect as a notarial deed. In addition, a notary must not have partiality, all are equal before a public official, a notary is obliged to provide input on the contents and provisions made by the parties if the notary believes that the contents and provisions have violated the applicable rules or norms so that they are different. In the future, it can minimize the occurrence of defaults, both for the renter and the lessee.

If the object of the agreement is destroyed beyond the fault of the debtor before he neglects to submit it, the engagement is null and void. So the debtor will be released from the engagement if he can prove that the destruction of the goods that are the object of the agreement is due to a compelling situation beyond his control.

Cancellation of the agreement that does not meet the subjective requirements of the validity of the agreement. Agreements that do not meet subjective requirements can be requested for cancellation by parties who are not legally capable or parties who give the agreement freely and only have the result that the engagement has been terminated after the judge's decision to cancel the act. The way in which this engagement is terminated occurs in an engagement with a void condition, namely an engagement whose fate is dependent on an event that will come and still not certain to occur, so that the engagement that has been born will actually end or be canceled if the event in question occurs.

At the end of the lease period, no extension is made to make the lease agreement terminate by law,

without the need for a court order. Article 1570 of the Civil Code states "if this agreement is made in writing, then this lease agreement ends by law without the need for a termination for it". Meanwhile, according to Article 1571 of the Civil Code, "if the lease agreement is made verbally, then the lease does not end at the specified time, but if the other party wishes to terminate the lease, taking into account the grace period required according to local custom." [17]

Furthermore, the notary as a notary in legalizing only guarantees or ensures the date of the agreement is made along with the signatures of the parties, which means that a notary only recognizes the date the deed was made and the deed is signed if all parties are present on the date of legalization of the agreement and must also be at the office. Notary Public. The role of a notary in terms of minimizing the occurrence of defaults is to provide input on the contents and provisions made by the parties, as well as informing that the agreement under the hand even though it has been legalized, the legal force is not perfect, the most perfect evidence is an authentic deed. [18]

The underhand lease agreement is a *partij deed*, namely the deed desired by the parties, the most important thing is that the notary is obliged to explain the contents of the agreement made so that the parties really know and are clear about the contents of the agreement. [19]

Based on the principle of freedom of contract in Article 1338 of the Civil Code ("KUHP *perdata*"), the parties in making a contract are free to make an agreement, regardless of its content and form. Article 1338 of the Civil Code reads:

"All agreements made in accordance with the law apply as law to those who make them. The agreement cannot be withdrawn other than by agreement of both parties, or for reasons determined by law. Approval must be executed in good faith."

However, a notary still has the power of law which will be used as evidence, it will not be as perfect as a notarial deed. As a notary there should be no partiality, everything is equal before a public official, the notary is obliged to provide input on the content and provisions made by the parties if the notary believes that the contents and provisions have violated the applicable rules or norms, so that in the future it can minimize the occurrence of defaults, both the party who rents out or the lessee". [20]

Furthermore, as a notary in legalizing only guarantees or ensures the date the agreement is made along with the signatures of the parties, which means that a notary only recognizes the date the deed was made and the deed is signed if all parties are present on the date of legalization of the agreement and must also be at the notary's office. The role of a notary in terms of minimizing the occurrence of defaults is to provide input on the contents and provisions made by the parties, as well as informing that the agreement under the hand even though it has been legalized, the legal force is not perfect, the most perfect evidence is an authentic deed. The kiosk lease agreement is a *partij deed*, namely the deed desired by the

parties, the most important thing is that the notary is obliged to explain the contents of the agreement made so that the parties really know and are clear about the contents of the agreement. [21]

A notary is obliged to provide legal counseling to the parties so that they understand the difference between *waarmerking*, legalization and authentic deeds or notarial deeds. The notary is also obliged to know the contents of the deed, the notary must read and explain to the parties and if the contents of the deed violate the law, public order or morality, the notary is obliged to order the parties to replace the contents of the deed.

Nevertheless, the principle of freedom of contract still must not violate the legal terms of the agreement in the Civil Code. The legal terms of the agreement in the Civil Code are regulated in Article 1320 – Article 1337 of the Civil Code. Further details can be found in the article on Covenant Law.

As for the difference between an authentic deed and an underhand letter, each has its own characteristics and characteristics, namely: (1) A free form of agreement according to the agreement of the parties involved; (2) It does not have to be made in front of a public official; (3) Still has the power of proof as long as it is not denied by the maker.; (4) In the event that it must be proven, the evidence must also be accompanied by witnesses and other evidence. Therefore, usually in a private deed, it is better to include two adult witnesses to strengthen the evidence.

Thus, as long as the parties carry out a legal action to enter into an underhand credit agreement, the credit agreement has binding legal force as the law for the parties involved in the agreement.

The role of the Notary is very necessary in making the lease deed between the lessee and the party who rents out, if the person who rents out the collateral tells everything that is being leased it is not guaranteed to the bank and the party who rents out if married must also seek approval from his wife or husband. then the tenant or third party will avoid the risk, but if the lease appears to be something that is not true, then the tenant or third party will experience the risk, namely the tenant and the third party will get a loss. [22]

In order to handle this, there are often difficulties in the settlement process, where one of the reasons is due to the imperfect lease agreement made by the parties, therefore the notary has a very important role in providing information to all parties and making the lease deed. rent perfectly because the Notary is a public official who is recognized in making the deed.

A notary in practice, besides functioning as someone who can provide legal certainty on the date and signature of the parties in the legalization of an agreement made under the hand, a notary is also required to be able to provide legal counseling or provide an explanation of information related to the deed. that will be made by the parties and the consequences of signing in the agreement as well as the actions of the parties themselves. This is so that it can prevent default or disputes in the future and the notary can provide certainty and smoothness of the law and also protect the civil interests of the parties.

#### 4. CONCLUSION

Based on the results of research and discussion that the authors present, the authors can draw the following conclusions:

1. The suitability of the contents of the lease agreement under the hand which is legalized by a notary must be in accordance with the laws and regulations in Indonesia. The contents of the agreement must also be known by a public official, namely a notary, meaning that in the contents it is impossible to violate the laws and regulations in Indonesia.

2. The implementation of an underhand lease agreement that has been legalized by a notary has complied with the legal requirements of an agreement contained in the Civil Code, namely agreement, legal competence, certain things, and a lawful cause. The law in general regulates and manages all human actions in society which are mandatory and must be obeyed by humans themselves, and the law has the nature of regulating and coercing in order to create a balance between the interests of citizens in the community. The main task of law is to maintain order in society, because order is the most important condition for the creation of an orderly and orderly society, this also applies to all members of society in all its forms. [23]

3. The role of the notary in the agreement made underhand that has been legalized in minimizing the occurrence of default, namely the notary has provided legal counseling regarding the meaning of legalization with a notarial deed, the notary has also read out the contents of the agreement and explained it, and also the notary also provides input on the agreement made by the parties, it is hereby hoped that in the future in order to minimize the occurrence of defaults which are finally brought to the realm of law. [24].

As a suggestion the community should make an agreement in order to understand well the contents of the agreement made, and sign the agreement together with the parties concerned in order to avoid one of the parties unable to deny having signed the agreement. With regard to the deed which is waarmeking, a notary should also check the contents of the agreement.

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