



## Legal Review of The Legality of Authentic Deeds and Private Deeds According to Law No. 2 of 2014 Concerning the Position of Notary in Land and Building Lease Agreements

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### ABSTRACT

This study analyzes the legality and evidentiary weight of authentic and private deeds in land and building lease contracts under Indonesia's Law No. 2 of 2014 on the Notary's Position. In civil practice, authentic deeds executed by or before a notary have conclusive probative force and afford more substantial legal certainty. Private deeds, made without the authorization of authorized officials, are weaker, especially when disputes arise. Using a normative legal method, statutory analysis, and illustrative cases, the research draws on primary, secondary, and tertiary sources, including the Civil Code, related regulations, and notarial scholarship. It asks: (1) What is the evidentiary power of private versus authentic deeds in lease disputes? (2) What legal consequences flow to the parties when a lease is drafted as a private deed rather than an authentic deed? Authentic deeds better secure certainty, narrow the room for conflict, and provide more effective protection. Private deeds are more flexible and easier to create but carry a higher litigation risk, particularly if a party denies consent. The study recommends using authentic deeds for leases and urges clearer policies on recognizing and proving private deeds to enhance public understanding and transparency.

#### *Keyword:*

Authentic Deed, Private Deed, Lease Agreement, Evidentiary Power, Notary, Legal Certainty

### INTRODUCTION

National economic development in the era of globalization must support the growth of the business world, enabling it to produce a diverse range of goods and services (Al-Fadhat, 2022). Law is a key pillar in maintaining order and justice in

social life; without it, social life would be chaotic and abnormal (Lin & Chu, 2019; Tau et al., 2024). The existence of law not only establishes relationships between individuals but also provides legal protection for the rights and obligations of

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each party. In the context of contracts, laws have become the primary means of ensuring the fair implementation of rights and responsibilities (Haj Chhadeh et al., 2023). Agreements can be described in the form of behavior, and people's lives, behavior is often used in various aspects such as buying and selling land, renting, marriage, inheritance, and establishing commercial entities. Law is one of the most important legal tools in the civil law system (Berlian et al., 2025). According to Sudikno Mertokusumo, in his book entitled Indonesian Civil Procedure Law, it is a document used as evidence of legal actions by authorized institutions or officials. Law can be divided into two main types: acts and authentic acts that exist in hand (Mbikayi, 2008).

An authentic deed is a document drawn up by or before an authorized official, such as a notary, by applicable laws. This deed has perfect evidentiary force, as it is drawn up by the formal requirements stipulated by law. As specified in Article 1868 of the Civil Code (KUHPerdara), an authentic deed provides legal certainty for the parties involved. On the other hand, a private deed is a document prepared by the parties themselves without the involvement of an authorized official. Although more straightforward and more flexible, a private deed only has evidentiary force if acknowledged by the parties concerned.

Despite the lower costs, people still often use private deeds. For example, land lease agreements in Padang City are only made in the form of private deeds without a notary. When disputes arise between tenants and landowners regarding the duration of the lease and land maintenance responsibilities, the courts struggle to assess the validity of the agreement because they lack complete evidentiary force. In contrast, managers use authentic deeds drawn up by a notary when renting apartments in housing complexes. Because

authentic deeds have a more potent and more binding legal force, the courts can easily resolve disputes regarding unagreed additional costs.

## LITERATURE REVIEW

"Legality of a deed" refers to the validity of a document under applicable law. If it meets the formal and material requirements by statutory regulations, a deed is considered legal. Formal requirements pertain to the form of the deed and its preparation. This includes the requirements for drafting and signing the deed to be legally valid. For example, a land and building lease deed must be in writing and signed by both parties. Prof. Dr. Sudikno Mertokusumo stated that formal requirements refer to the method and form of the deed, which, if not met, can render the deed invalid. In this case, a lease deed must meet statutory requirements, such as the presence of a notary or witnesses, as applicable.

In the context of Indonesian civil law, a deed is a written document that serves as evidence of an event or legal act. In general, deeds are divided into two types: authentic deeds and private deeds, each with distinct characteristics, strengths, and evidentiary procedures. An authentic deed is a document made in a form prescribed by statutory regulations and prepared by or before an authorized public official at the location where the deed is made, such as a notary, court bailiff, or civil registry officer (Wijayanti et al., 2021). According to Article 1868 of the Civil Code, a deed is considered authentic if it meets two criteria: it is made in a form prescribed by law and is made by or before an authorized public official in the area of its jurisdiction (Mashdurohatun et al., 2024). Conversely, a private deed is a document created by the parties without the presence or approval of a public official; this type of deed is commonly used for simpler agreements and remains legally binding as long as it meets the requirements for a valid

agreement: agreement, competence, a specific object, and a lawful cause. However, its evidentiary power is weaker than that of an authentic deed. In disputes, their validity is more easily questioned, so that additional evidence or witnesses are often required. Additionally, because authorized officials do not supervise them, private deeds are more susceptible to forgery or manipulation.

According to Article 1, number 1 of the Notary Law (UUJN), notaries are designated as public officials with a crucial role in providing legal certainty through the creation of authentic deeds and other statutory powers. The purpose of a notary is to protect individuals, particularly in agreements or transactions requiring strong legal evidence.

An authentic deed, drawn up by a notary, has significant evidentiary value. Article 1868 of the Civil Code states that a deed drawn up by or before an authorized public official, by the form prescribed by law, is considered an authentic deed. In resolving legal disputes, an authentic deed is an ideal piece of evidence because it possesses three central evidentiary powers: external evidentiary power (the document's authenticity), formal evidentiary power (legal procedures drew up the document), and material evidentiary power (the document's contents are accurate and reliable) (Anrova et al., 2021; Rahayu, 2023). A private deed, although legally valid if it meets specific requirements, can only be used as evidence if other interested parties do not contest it. In the event of a dispute, a private deed requires additional evidence, such as witnesses or other evidence, to be accepted as valid evidence in court (Hendrawan & Putra, 2025). Therefore, to provide stronger legal protection in transactions involving essential assets such as land and buildings, it is more advisable to use an authentic deed drawn up by a notary.

Based on Article 1548 of the Civil Code (KUHPerdata), a lease is defined as an agreement in which one party grants another party the right to use a particular item for a specified period in exchange for an agreed-upon payment. This agreement is consensual, meaning it comes into effect only after both parties have reached an agreement. Leases typically apply to properties such as land, buildings, cars, or other goods. A lease agreement must meet the following requirements to be considered valid: 1) The existence of a legal subject, namely both the lessee and the lessor must be legal entities according to Article 1320 of the Civil Code; 2) The object of the agreement, namely the goods being leased must be clear, whether movable or immovable; 3) Agreement, namely an agreement between the lessee and the lessor regarding the terms and price of the lease; and 4) Term, namely, the duration of the lease of the goods must be determined. 5) Remuneration or Rental Price, there is an obligation to pay for the goods used.

Based on Article 1550 of the Civil Code, the lessee must fulfill three obligations: 1) Hand over the leased object to the lessee; this handover is only the possession of the leased object (*bezit*), not the right of ownership, and is intended to provide satisfaction to the lessee. 2) Maintain the leased object; the second obligation is to maintain the leased object. 3) Guarantee the leased object is the third obligation of the lessor, namely the obligation to guarantee the lessee against defects in the leased object that interfere with its use, even though the lessor himself did not know about it when the lease was made. 4) Exoneration Clause In a lease agreement, the lessor tries to limit or eliminate his obligations by making special written lease provisions.

In the civil litigation process in Indonesia, the evidentiary stage is a crucial phase in which the parties attempt to demonstrate the truth of their arguments.

Article 164 HIR and Article 1866 of the Civil Code stipulate that valid evidence includes written evidence, witness statements, allegations, and oaths. Written evidence includes authentic deeds made by or before an authorized public official, such as a notary, with full evidentiary power, as well as private deeds. Witness testimony is a statement by a person who saw, heard, or experienced the disputed event and must be based on direct knowledge, not conjecture or opinion; according to Article 171 paragraph (2) HIR/308 RBg and Article 1907 of the Civil Code, witnesses are prohibited from drawing conclusions that render their testimony worthless. Presumption is a judge's inference from known facts to unknown facts, which can be legal (determined by law) or factual (drawn by the judge from certain circumstances). Oaths are used as a final form of evidence when other evidence is inadequate and can be requested by one of the parties or ordered by the judge. Mertokusumo defines it as a statement that is strengthened in the name of God, so that the person swearing is afraid of God's wrath if they lie.

## RESEARCH METHODS

This legal writing is normative juridical research, namely research that examines laws and regulations through document studies (library research) by utilizing secondary data such as laws and regulations, court decisions, legal theories, and the opinions of scholars and experts. The nature of the research is descriptive qualitative: the writing provides a clear and systematic description of the lease agreement and analyzes its legal implications. The approaches used are the statute approach and the case approach; the statute approach includes an in-depth review of laws, government regulations, and other regulations related to the Legal Review of the Legality of Authentic Deeds and Private Deeds According to Law No. 2

of 2014 concerning the Position of Notaries in Land and Building Lease Agreements, while the case approach focuses on cases that have permanent legal force (*inkracht*) to provide a concrete picture of the application of norms. The data analysis technique used is qualitative analysis, where data sources, such as documents or archives, are collected, classified, and connected to theories relevant to the problem. Conclusions are then drawn and processed into a report. Data sources are obtained through literature studies (books, regulations, decisions, articles, internet searches, and other reading materials). Data processing is carried out after the data is collected to transform it into useful information. After the program is completed, processing can be done automatically by the computer, including editing activities to verify the completeness of answers, clarity of meaning, readability of writing, suitability, and relevance to other data.

## RESULTS AND DISCUSSION

### **The Strength of Proof of Authentic Deeds and Private Deeds in Land and Building Lease Agreement Disputes**

Evidence is a crucial component of the Indonesian civil law system for dispute resolution. According to Article 1866 of the Civil Code, there are five valid forms of evidence in civil law: written evidence (deeds), witness testimony, allegations, confessions, and oaths. Written evidence is crucial in the evidentiary process, particularly in land and building lease agreements, as it can serve as a clear legal basis in court (Pangestu et al., 2021). Two types of deeds are frequently used in these situations: authentic and underhand. In civil cases, written evidence is the primary form of evidence because individuals intentionally provide written documentation that can be used in the event of a dispute (Kurniawan et al., 2021). For example, someone who gives a sum of

money or goods only feels secure after being given a receipt (Hendrawan & Putra, 2025). The person providing the receipt must be aware that the receipt can be used against them later as proof that they received the money or goods. Written evidence is considered the primary form of evidence in the Indonesian evidentiary system due to its high value compared to other forms of evidence.

1. Authentic Deed: A legal document made by or before a notary or authorized public official and fulfilling the formal requirements stipulated in statutory regulations is called an authentic deed. An authentic deed possesses three central evidentiary powers, as outlined in Article 1868 of the Civil Code:

a. External Evidential Power: the ability to prove that the deed itself is authentic. According to Article 1875 of the Civil Code, an authentic deed is formally considered valid, and the party signing it cannot dispute its validity. Because a private deed does not have external evidentiary power, a private deed is only valid for the party used if the party named in the deed acknowledges that the signature is valid. The original deed confirms this. This means that a deed that meets the requirements and has the form of an authentic deed is valid and considered as an original (*acta publica probant seseipsa*) until there is proof to the contrary.

With the external evidentiary force of an authentic deed, the only evidentiary issue concerns the authenticity of the official's signature on the deed. According to Article 138 RiB/164 RDS (Article 148 of the Civil Code), proof of the contrary by the opposing party is permitted only through letters, witnesses, and experts. The external evidentiary force of an authentic deed is complete, valid for all parties, and not limited to the parties themselves. It serves as evidence. The uniqueness of an authentic deed (either an official's deed or a deed between the parties) lies in its

external evidentiary force. A notarial deed is a perfect external form, valid and binding on everyone as an authentic deed because it is drawn up and signed by an authorized state official.

Formal Evidential Force: An original deed has formal evidentiary force, confirming the date and signatures on the deed, the identities of the persons present (witnesses), and the location where the deed was executed. Without prejudice to the evidence, the formal proof of an authentic deed is complete proof in which the official's and the party's deeds have the same evidentiary force, meaning that the statements of the official and the party in the deed have formal evidentiary force that applies to everyone. The deed is deemed to have been made by applicable legal procedures.

Material Evidential Strength: An original deed has the power to prove that the parties not only spoke and explained to the notary, but also acted by what was stated in the material of the deed (Anrova et al., 2021). Authentic deeds are considered valid until proven otherwise in court. The main advantage of authentic deeds is that they provide legal certainty and protection for parties involved in land and building lease agreements. In Supreme Court decision Number 482 K/Pdt/2020, the panel of judges ruled that because authentic deeds made by a notary meet the formal and substantive requirements of the law, deeds made privately have a lower status compared to deeds made by a notary. Authentic deeds that can be used as evidence can be divided into:

1. Deeds that must be made before a notary, such as the establishment of a Limited Liability Company, Deed of Gift, Fiduciary Deed, Foundation Deed, and so on.
2. Deeds whose authority lies with a notary or other officials;

a) Deed of recognition of children born out of wedlock, may be made with a notary deed, or may also be made with a deed made by a civil registry officer.

b) An offer of cash payment of debt to the creditor

can be made with a notary deed or with a bailiff's deed. Such a request is made if the creditor is not present at the place during the time. c) Non-acceptance protest and non-payment protest. 3. Deeds that can only be made by officials other than a notary, such as a marriage certificate, birth certificate, divorce certificate, marriage permit certificate, and death certificate.

A deed, according to the formulation of Article 1868 of the Civil Code, to obtain authenticity as an authentic deed, must meet several requirements, namely: a. the deed is made by or before a public official, b. the deed must be made in a form determined by law, c. The public official must have the authority to make the deed. Article 1868 of the Civil Code stipulates that authentic deeds are also distinguished between official deeds and deeds of the parties. Thus, there are two types of notarial deeds: a. Deeds made by a notary, also known as *relaas* deeds or official deeds; and b. Deeds made before a notary, also known as parties' deeds or *partij* deeds. *Relaas* deeds, made by a Notary as a public official, contain an original description of all events or incidents seen, experienced, and witnessed by the Notary himself. *Relaas* deeds, such as the deed of a General Meeting of Shareholders (GMS) of a company, are made in the form of minutes. According to A.A. Andi Prayitno, a release deed is a document documenting all events seen, heard, and felt during a meeting or event being covered. Meanwhile, according to Herry Susanto, a release deed is a deed prepared by a notary as an official and contains a written statement from the official who prepared it. The authenticity of the release's contents cannot be questioned unless the lawsuit alleges the deed is forged.

A Deed of Parties is a deed made before a Notary and is based on the statements or actions of the parties who provide or recount them before the Notary so that the Notary can record them. A Deed

of Parties consists of descriptions or statements of the parties given or recounted before the Notary (Pogosyan, 2022). The original statements of the parties participating in the deed are included in the Deed of Parties. In addition, the deed states that the parties who appeared or were present have expressed their specific wishes as stated in the deed (Victoria, 2022).

According to Sudiko Merto Kusumo, a "deed" is a signed letter containing events that form the basis of a right or agreement made from the beginning, serving as proof. Article 1874 of the Civil Code stipulates that a signature must be present on a letter before it can be considered a deed. Because each person's signature has unique characteristics that differ from the signature of another person, the purpose of the requirement to be signed is to provide a characteristic or individualize a particular action from another. b) The letter must contain an event that is the basis of a right or obligation, so it must contain information that can be relied upon as evidence. Additionally, the legal event mentioned must be an event that forms the basis of the right or obligation. c) The letter is intended to function as evidence. The Stamp Duty Regulation of 1921, Article 23, states that a signed signature used as evidence of a fact or civil legal condition is subject to a fixed stamp duty of Rp. 25,-. Therefore, letters that will be used as evidence in court must be affixed with sufficient stamp duty (currently Rp. 6,000).

### **Legal Implications for the Parties If the Rental Agreement is Made in the Form of a Private Deed Compared to an Authentic Deed**

Legal norms, to a greater or lesser extent, focus on the object of the regulation, which is coercive and can be referred to as law. The purpose of establishing laws and other rules is to create order and social welfare. Therefore,

the establishment of laws, customs, or national laws must always be aimed at the public interest. Based on Pancasila and the 1945 Constitution of the Republic of Indonesia, the Republic of Indonesia guarantees legal certainty, order, and protection for all its citizens. To ensure this legal certainty, order, and safety, authentic written evidence is required regarding actions, agreements, decisions, and legal events made before or by authorized officials.

According to Article 1870 of the Civil Code, an authentic deed provides the party who makes it with perfect proof of its contents. The primary duty of a notary is to create an authentic deed. A written document as evidence differs from a deed and a non-deed document. The main difference between an authentic deed and a private deed is the method of creation. Thus, an authentic deed is one made in a form established by law. However, the creation or execution of a private deed can only be carried out by the relevant parties, and not before a public official. Facts are more important than evidence; in the event of a dispute, facts can help both parties resolve. If a notary remains outside the legal system or acts beyond their authority, problems will always lurk. However, because he stays on track, he will easily find solutions, even if the situation continues to weigh on his mind. If he is not careful in handling a case, what was initially right can turn into wrong. Notaries being challenged by other parties, both their clients and those outside their profession, is the most common source of normative negligence. Because lease agreements can benefit both parties, many parties use them. The benefits of the leased property can help the lessee meet their needs, and the lessee can benefit from the rent paid by the lessor.

The choice of deed type in a land and building lease agreement has significant legal implications for the parties. To ensure

legal certainty and the validity of each clause, using an authentic deed in a land and building lease agreement is a strategic step. This document is drawn up by an authorized notary, which is highly respected evidence and officially recognized in the judicial system. An authentic deed cannot be disputed. All contents of this document have been verified by applicable laws and regulations, making it the primary evidence in any disputes that may arise. This supports the statement in the Indonesian Civil Code that "Authentic deeds have absolute evidentiary force in any legal dispute," making them a guarantee of security for both parties. Notaries play a crucial role in the creation of authentic deeds. Notaries not only formalize the document but also verify the identities of the parties, ensure that the agreement is entered into voluntarily, and provide objective legal advice. The book "Notaries and Their Development" states that "Notaries act as guardians of legal certainty by ensuring the validity of every deed they draft," which increases the legality of the document.

An authentic deed comprehensively outlines all the rights and obligations of the parties. To avoid any ambiguity later, all provisions, including the lease term, rent amount, and property condition, are clearly stated. This detailed drafting ensures the lease is executed as agreed. An authentic deed facilitates administrative processes and serves as valid evidence. This document registers the leasehold right at the land office, enhancing legal protection for the leased property. Accurate recording is enabled by the administrative process integrated with the authentic deed. The evidentiary power of the original deed also influences how disputes are resolved. The contents of a notarized deed can serve as a primary reference in litigation proceedings in the event of a dispute, as they clarify the rights and obligations of the parties. This is crucial in avoiding protracted conflicts that



could be detrimental to all parties involved. The notary also acts as a legal consultant and assists in drafting the document. This role helps the parties understand the potential legal implications, ensuring that decisions are based on sound legal considerations. Overall, the use of authentic deeds in land and building lease agreements is a wise legal investment. This is due to the professional role of a notary and the systematic preparation of documents. Authentic deeds not only provide high legal certainty and substantial evidentiary value, but also simplify administrative processes and facilitate the resolution of disputes quickly.

A private deed, on the other hand, is an agreement document drawn up privately by parties without the involvement of authorized public officials. As a result, there are often issues with its evidentiary validity. By relying solely on the parties' signatures and omitting verification or notarization by a notary, the document's authenticity may still be questioned in the event of a legal dispute. However, a private deed remains legally binding as long as it meets the basic requirements of a contract: agreement, a clear object, and a legally valid reason. One of the main limitations of a private deed is its lack of formality, which can leave the agreement open to later disputes and ambiguity. To be upheld in court, such documents often require witness testimony or other supporting documentation, making them less suitable as primary evidence. Either party may allege errors or differing interpretations of the agreement's contents, which can lead to legal disputes due to this lack of clarity and formality. Legalization and notarization of a private deed through a notary is a solution often recommended by legal experts to address this issue. This gives the document a more formal and legally binding status.

Based on Law No. 2 of 2014 concerning the Position of Notary, notaries

have the authority to examine, draft, and validate documents submitted to them, including private deeds to be legalized. After legalization by a notary, a document that was initially only a private deed is transformed into a deed that meets formal and administrative standards, making it less likely to be questioned in court. The verification process carried out by a notary includes checking the identity of the parties, the validity of signatures, and compliance with applicable legal requirements to ensure that each clause of the agreement is written. The book *Notaries and Their Development* states that "Notaries act as guardians of the validity of documents by ensuring that each deed they draft meets strict legal standards," demonstrating the critical role of notaries in enhancing the validity of documents. Notaries in legalization practices also help parties understand the legal consequences of each clause, thereby reducing the possibility of future disputes. Documents legalized by a notary provide legal certainty and better protection for all parties involved, in addition to having substantial evidentiary value. Legalization is a means of preventing disputes, particularly when agreements involve significant sums of money or span extended periods. Having the legalization element added by a notary public increases the parties' confidence by demonstrating that the document has undergone a thorough review and meets applicable legal standards.

Based on Law No. 2 of 2014 on Notaries, notaries are required to conduct a thorough verification process, from identifying the parties to checking the validity of documents, ensuring there are no legal loopholes that can be exploited to dispute agreements. This process also supports legal administration, for example, in registering property rights or resolving disputes through formal legal channels, because the documents are notarized. According to a study published in the



Indonesian Notarism Journal, document legalization by a notary increases the strength of evidence and prevents the contents of the agreement from being changed. This demonstrates the real benefits of legalizing private deeds. All provisions in the contract have been thoroughly verified and written in legal language. Documents that a notary has legalized also facilitate the dispute resolution process. Reducing the possibility of disputes, documents that a notary has legalized have a narrower interpretation. This underscores the importance of legalization in agreements. Legal experts suggest that to reduce contractual risks, private deeds, especially those related to high-value transactions, should be accompanied by notarial legalization. The rights of the parties are fully protected through the notarization process, which increases the strength of evidence. Therefore, legalizing a private deed through a notary is a strategic action that strengthens the legal position of the deed and increases trust in the transaction.

The result of this process is the creation of an agreement document that meets formal standards, has high evidentiary power, and is recognized by the judicial system and administrative agencies. Overall, the legalization of private deeds by a notary public under Law No. 2 of 2014 concerning Notaries is an effective solution to overcome the weaknesses of private documents, providing greater legal security and supporting fair dispute resolution, as confirmed by various studies in legal books and journals. In addition to legalization, the *waarmerking* process is carried out by a notary public, who is responsible for recording and registering private deeds. The notary conducts the *waarmerking* process only to verify the date and authenticity of the parties' signatures without verifying the contents of the agreement. Thus, although the notary

public does not guarantee the accuracy of the agreement's contents, the *waarmerking* process provides certainty regarding the time of signing and the authenticity of the parties' signatures. This is a crucial aspect of legal evidence. In practice, those who wish to increase the evidentiary power of private deeds can request *waarmerking* from a notary public. The notary then records the document in the official register. The notary's signature on the register record, along with the date of signing, serves as official evidence of this procedure.

One of the main advantages of a notarization is that the document gains stronger written evidence, at least in terms of dates and signatures, thus reducing the likelihood of disputes related to these matters. However, a notarization does not alter the essential nature of a private deed; the notary does not verify the contents of the agreement. Therefore, parties are advised to ensure that the contents of the agreement have been clearly and thoroughly drafted before submitting it for notarization. While a notarization is not as strong as an original deed drawn up directly by a notary, it serves as a practical way to provide additional protection for the formal elements of the document in this case. A notarization is also more cost-effective than a full legalization of the original deed due to its simplicity. It is suitable for small transactions. According to S. Sukarno, the notary's role in a notarization is vital in providing certainty regarding the formal aspects of the document, particularly regarding the dating and authenticity of the signature.

## CONCLUSION

A study on the legality of authentic deeds and private deeds according to Law No. 2 of 2014 concerning the Position of Notaries in land and building lease agreements shows that authentic deeds because they are made by statutory

provisions by or before authorized public officials such as notaries have greater external, formal, and material evidentiary power, so the signing party does not easily refute them and provide higher legal security; on the other hand, private deeds only have evidentiary value as long as either party does not refute them and, in the event of a dispute, often require witnesses or additional supporting documents. The legal implication is that authentic deeds are preferred because they provide stronger legal protection and can be directly used as valid evidence in court without additional evidence, while private deeds are more vulnerable to disputes and can be annulled by the court if they do not meet the requirements or contain elements of forgery. In this context, notaries play an essential role in guaranteeing the legality of authentic deeds and legal certainty for the parties, helping to avoid conflicts of interpretation or proof, and facilitating the legalization or *waarmerking* of private deeds for evidentiary purposes; notaries also record legal transactions and protect the legal interests of the parties who made the promise.

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