

## The Role of a Notary in Executing The Transfer of Land Rights That are Still Pledged to a Bank

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DOI: 10.21111/ijtiHAD.v18i2.13096

Received: 2024-11-16

Revised: 2024-11-24

Approved: Revised: 2024-11-25

### Abstract

Abstraction A notary is a public official with the authority to create genuine deeds, as stated in Article 1 Number 1 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning Notary Position. The genuine document itself, also known as a notary deed executed by or in front of a notary. The transfer of rights is one of the authentic deeds that a notary frequently creates at the appellant's request. For example, for deeds whose rights are certificates, there are usually deeds of agreement and binding sale and purchase. For the basis of rights that have been certified, the plaintiff must continue the process of changing the name of the certificate to the local land office using the Land Deed Making Officer (PPAT) product. One of the other authentic deed products that can be made by a Notary is the Credit Agreement Deed. This deed is a legal product that is generally encountered when someone wants to borrow money at the Bank. With the running of the process, there are many things happening in the field about debtors who default on their credit payments to banks so banks have to find ways how debtors can return the money that has been borrowed. One of them is by helping debtors sell collateral to parties who are willing to buy.

**Keywords:** *Banks, Dependent Rights, Notary, Transfer of Land Rights*

### Abstrak

Merujuk pada Pasal 1 ayat 1 dari Undang-Undang Nomor 2 Tahun 2014, yang merupakan revisi dari Undang-Undang Nomor 30 Tahun 2004 mengenai Jabatan Notaris, dinyatakan bahwa notaris adalah pejabat umum yang memiliki kewenangan untuk menyusun akta autentik. Akta autentik, yang sering disebut sebagai akta notaris, adalah dokumen yang disusun oleh dan/atau di hadapan seorang notaris, yang memiliki kekuatan hukum yang mengikat. Salah satu Akta Autentik yang sering di buat oleh notaris atas permintaan penghadap adalah akta yang berhubungan dengan peralihan hak. Sebagai contoh untuk akta yang alas haknya merupakan sertifikat biasanya ada akta perjanjian dan pengikatan jual beli. Untuk alas hak yang sudah bersertifikat, penghadap harus melanjutkan proses balik nama sertifikat tersebut ke kantor pertanahan setempat dengan menggunakan produk Pejabat Pembuat Akta Tanah. Salah satu produk akta autentik lainnya yang dapat digarap Notaris adalah Akta Perjanjian Kredit. Akta ini merupakan produk hukum yang umumnya ditemui pada saat seseorang ingin meminjam uang di Bank. Dengan berjalannya proses tersebut, sangat banyak terjadi di lapangan tentang debitur yang ingkar dalam pembayaran kreditnya kepada bank sehingga bank harus mencari cara bagaimana debitur dapat mengembalikan uang yang telah dipinjam. Salah satunya adalah dengan cara membantu debitur menjual jaminan kepada pihak yang bersedia membeli.

**Kata Kunci:** *Bank, Hak Tanggungan, Notaris, Peralihan Hak Atas Tanah*

### Introduction

In the context of economic development within society, individuals often seek to expand their businesses by borrowing money from banks, which serve as financial institutions authorized in such matters. This study highlights the role of correctional institutions in Indonesia's criminal justice system, focusing on prisoner rehabilitation for reintegration into society. Rehabilitation programs include vocational training, education, and counseling. However, they face challenges such as limited resources and societal stigma. Continuous evaluation is crucial for measuring success and refining strategies to ensure that comprehensive approaches effectively support inmate rehabilitation.

Savings accounts allow customers to deposit money with withdrawal flexibility, while time deposits are fixed-term accounts offering higher interest rates as compensation for customers' commitment not to withdraw funds before maturity. Meanwhile, checking accounts enable customers to make transactions and withdrawals easily, often utilized for business purposes. In this way, banks serve not only as financial institutions managing deposits but also as intermediaries in distributing funds to society and business actors through credit, ultimately supporting economic growth. The funds collected are redistributed to the community in the form of loans or various

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other banking products. This activity aims to enhance societal welfare by providing financial access for business development, investment, and fulfilling various other economic needs.

Thus, banks play a dual role as financial institutions and key drivers in advancing the economy and improving living standards. One of the primary functions of banks is providing loans to individuals in need, typically accompanied by collateral, such as land certificates. This collateral process is known as establishing a security right, a principal task of a Land Deed Official (PPAT), as mandated by Law No. 4 of 1996. Security rights prioritize creditors, like banks, in the event of a debtor's payment default. With the establishment of security rights, creditors gain stronger legal standing and priority in resolving debtor obligations, particularly in the seizure or sale of land and related assets to address pending obligations. These rights aim to provide legal certainty and security for creditors, ensuring safer and more structured financing processes. Occasionally, debtors encounter difficulties fulfilling their loan obligations, resulting in non-performing loans. To address this issue, banks and debtors typically agree to transfer the land by selling it to a buyer, with the proceeds used to settle the non-performing loan.<sup>1</sup> A debtor is a party with financial obligations to another party, either as an individual or an entity, including government institutions. Debtors may borrow funds for personal or investment needs or as organizations seeking loans for business expansion or project financing.

In financial relationships, debtors are responsible for repaying loans according to agreed-upon terms with creditors, whether in installments or as a lump sum, depending on the loan agreement. This process involves legal steps requiring collaboration between the bank, a notary, the PPAT, the National Land Agency (BPN), prospective buyers, and the debtor. The process of transferring land ownership is critical and must comply with applicable legal provisions. Ensuring the legality of such transfers requires adherence to established legal procedures, including verifying the validity of the land certificate involved.

The transfer process entails shifting land ownership rights from the previous holder to the new owner, following all applicable rules to ensure the transfer is legally recognized. Every stage of the process, from document verification to registration with relevant authorities, must be meticulously executed to prevent future disputes. Transfers may occur through sales, gifts, inheritance, or other forms of transactions. Adhering to legal procedures protects landowners' rights, ensures legal certainty, and prevents future disputes. Compliance guarantees that transactions are lawful and recognized by law, securing land rights officially acknowledged by the government and related institutions.

Furthermore, this process safeguards third parties who may interact with the land in the future, as all ownership information is clearly and transparently registered. Official registration of transfers is essential to avoid disputes or claims later, ensuring legal certainty for all involved parties. Land used as collateral for bank loans is a common practice in obtaining credit, providing assurance to banks as lenders. The process of transferring ownership of land still pledged to the bank often presents complex legal challenges, partly due to the finite nature of land resources.<sup>2</sup> As an asset with limited availability and ever-increasing value, land requires careful handling.

Ownership transfer of land and strata titles, except through auction, must be registered with a deed issued by a PPAT.<sup>3</sup> This provision ensures that transfers through sales can only be registered with the support of a PPAT deed, which serves as evidence of ownership transfer and is a prerequisite for registering ownership rights. Given this, notaries play a crucial role in ensuring the completeness and validity of documents and adherence to legal procedures in transferring pledged land rights.

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<sup>1</sup> Baiq Ermayanti. Perlindungan Hukum Kreditur dan Dibitur Menurut Undang-Undang Nomor 21 Tahun 2008 Tentang Perbankan Syariah, *Juridica*, Vol 5, No 1, (2023), p. 21.

<sup>2</sup> Asha Azela Aqila Andias. Jual Beli Sebagian Tanah yang Dijaminkan ke Bank. *Dewantara: Jurnal Pendidikan Sosial Humaniora*, Vol. 3, No 1 (2024). p. 222.

<sup>3</sup> Urip Santoso. *Pejabat Pembuat Akta Tanah*, (Surabaya: Kencana Prenadamedia Group, 2016), p. 39.

Notaries are public officials with significant roles in various legal tasks, particularly in civil law contexts.<sup>4</sup> Their duties include drafting notarial deeds, which are formal legal documents recording transactions and agreements, such as land purchases, leases, wills, corporate formations, and more.<sup>5</sup> This study is significant in examining the process of transferring land rights pledged to banks and identifying the challenges faced by notaries. It aims to provide insights into how notaries ensure legal certainty in ownership transfers involving third-party buyers and contribute to developing better legal practices in this field.

## Research Methods

The term "research" originates from the French word *recherche*, derived from "to search carefully," signifying a meticulous and cautious approach. The method employed in this study is empirical legal research, which integrates legal theory with empirical data (information gathered from direct observation or real-life experiences). The purpose of this research is to understand the role of notaries in the transfer of land rights that are still encumbered as collateral in banks. Empirical legal research, also referred to as sociological legal studies, examines law as actual behaviora social phenomenon not codified in written rules within societal life. The objective of empirical legal research is to comprehend legal phenomena in their real social context.<sup>6</sup> This empirical legal study was conducted at the office of Notary/PPAT Hiskia Meiko Aunamula Panggabean, S.H., M.Kn

## Results and Discussion

### A. The Process of Transferring Land Rights Still Encumbered as Collateral at a Bank

#### 1. Sale and Purchase Binding Agreement

The role of a notary in the process of transferring land ownership that is still pledged to a bank is crucial. A notary is responsible for ensuring the legality and legal certainty of the transfer, actively verifying that all legal aspects and applicable procedures are properly adhered to.

The process of buying and selling land at a notary's office can face obstacles if the land is still under bank collateral or involved in the subdivision of a land certificate. In such cases, the notary typically drafts a Preliminary Sale and Purchase Agreement (PPJB) as a temporary measure before formal binding agreements are made. However, PPJBs often carry the potential for disputes.<sup>7</sup>

A Preliminary Sale and Purchase Agreement (PPJB) outlines the seller's agreement to sell to the buyer, often involving a down payment or deposit before the official sale and purchase process takes place. The PPJB is a legally binding agreement between both parties. In this context, the PPJB is executed before a notary to establish the rights and obligations of the parties in relation to the sale of land that remains encumbered by a mortgage.<sup>8</sup>

There are two common types of PPJB agreements found in practice: PPJB Paid in Full and PPJB Not Yet Paid in Full:

##### a. PPJB Paid in Full

This type must include several critical clauses, particularly a power of attorney clause. The buyer must be granted full authority to ensure their rights in the transaction are protected and will not be nullified for any reason. Additionally, this agreement remains enforceable even if one of the parties passes away, with the rights and obligations under the agreement transferring to the heirs, ensuring that the contract does not become void due to the death of either party.<sup>9</sup>

##### b. PPJB Not Yet Paid in Full

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<sup>4</sup> Asha Azela Aqila Andias. *Jual Beli Sebagian Tanah yang dijaminan*. p. 222.

<sup>5</sup> *Ibid*, p 9.

<sup>6</sup> Muhaimin, *Metode Penelitian Hukum*, (Mataram: Mataram University Press, 2020), p. 29.

<sup>7</sup> Jihaan Nabila Zula, "Transaksi Peralihan Hak Atas Tanah Dan/Atau Bangunan Dalam Perjanjian Pengikatan Jual Beli (PPJB)," *Unes Journal of Swara Justisia* 8, no. 2 (2024): 338–48, <https://doi.org/10.31933/my9e8v54>.

<sup>8</sup> Arjuna Purama Putra and Febrianus Adi Nggala. *Proses Perjanjian Jual Beli Hak Tanah Dalam Presfektif Hukum Perdana*. *Jurnal Mahasiswa Karakter bangsa*, Vol.1, No.2 (2021), p.170.

<sup>9</sup> Kholismu Farida. *Kekuatan Hukum Perjanjian Pengikatan Jual Beli (PPJB) Terhadap Tanah dan Bangunan Dengan Kuasa Menjual*. *Jurnal Signifikat Humaniora*, Vol. 2, No. 3 (2021), p.6

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This type includes a cancellation clause, which allows for the termination of the sale and purchase agreement under specific conditions.<sup>10</sup>

The Preliminary Sale and Purchase Agreement (PPJB) made before a notary binds the prospective seller to sell their property or rights at the agreed time and binds the prospective buyer to purchase it according to the agreed terms. The legal basis for the PPJB is Articles 1320 and 1338 of the Indonesian Civil Code (KUHPerduta)<sup>11</sup>, where Article 1320 regulates the requirements for a valid agreement, which include mutual consent between the parties, legal capacity to enter into the agreement, a clear object, and a lawful cause for the agreement.

The requirements for an agreement include both subjective and objective conditions.<sup>12</sup> The validity of the agreement, according to Article 1338 of the Civil Code, ensures compliance with principles such as consensualism, legal competence, a specific object, and a lawful cause. If the subjective conditions are not met, the agreement may be annulled; if the objective conditions are not met, the agreement is void ab initio.

In the Preliminary Sale and Purchase Agreement (PPJB), the price of the land must be clearly agreed upon between the seller and the buyer, including the time of delivery, property condition, payment terms, and deadlines that must be detailed. The PPJB must also include property identification, such as the complete address, certificate number, area, and physical boundaries of the property. The seller must have legitimate ownership rights, free from disputes or third-party encumbrances. The buyer must prove their financial capability, typically with a letter from the bank. The PPJB must be signed in the presence of an authorized notary, who ensures its compliance with the law and authenticates the document with their signature and seal. Both the seller and the buyer are also required to pay related taxes, such as Income Tax (PPh) and Land and Building Transfer Tax (BPHTB).

Once the PPJB is signed, the buyer will make payments to the seller. Part or all of these payments will be used by the seller to settle any bank loan debt. The settlement is an important step to release the mortgage on the land. Once the debt is paid off, the bank will issue a Statement of Settlement and a Request for Roya, which proves that the debtor's rights over the land are free from the mortgage.

After the issuance of the request for Roya, the seller and buyer will submit an application to the local National Land Agency (BPN) office, providing various documents and completing the required conditions before the Roya letter can be issued. The documents to be submitted include the applicant's Identity Card (KTP), Land Ownership Certificate, and Mortgage Certificate. If the Mortgage Certificate is unavailable, it may be replaced with a Roya Consent Deed or Mortgage Consent Deed. In addition, an official request letter and a Certificate of Settlement or Roya Letter are required as proof that all obligations have been fulfilled. These documents are crucial to ensure that the mortgage release process proceeds correctly and in accordance with the applicable regulations.<sup>13</sup>

In addition to the previously mentioned requirements, the mortgage release process also requires a signed application form, a power of attorney if represented, photocopies of the applicant's identity and, for legal entities, their verified deed of establishment, as well as the land and mortgage certificates or consent for Roya if lost. A Roya letter or settlement certificate from

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<sup>10</sup> Ibid, p 6.

<sup>11</sup> Muhammad Irkham Firdaus et al., "Settlement of Sharia Economic Disputes: Efficiency of Implementation in Indonesian Religious Courts," *Justicia Islamica: Jurnal Kajian Hukum Dan Sosial* 21, no. 2 (2024): 335–56, <https://doi.org/10.21154/justicia.v21i2.9240>.

<sup>12</sup> Dian Samudra, Ujang Hibar. Studi Komparasi Sahnya Perjanjian Antara Pasal 1320 K.U.H.PERDATA Dengan Pasal 52 Undang-Undang Nomor 13 Tahun 2003 Tentang Ketenagakerjaan. *Jurnal Res Justitia: Jurnal Ilmu Hukum*, Vol 1, No. 1, (2021), p 27.

<sup>13</sup> Putu Ayu Gianita Patni and Djumardin, Widodo Dwi Putro. Peran Notaris Dalam Membuat Akta Konsen Roya Sebagai Pengganti Sertifikat Hak Tanggungan. *Jurnal Risalah Kenotariatan*, Vol 4, No.2 (2023), p. 608.

the creditor and photocopies of the identity cards of both the mortgagor and the mortgagee, duly verified, are also necessary to ensure that the legal procedure is properly followed.<sup>14</sup>

According to Law No. 4 of 1996, roya is the process of marking the land book to indicate that the Mortgage Rights (Hak Tanggungan) have been terminated. The removal of these Mortgage Rights is regulated under Article 18, paragraph (1) of the Mortgage Law, and can occur for several reasons, including: (a) the repayment of a debt previously secured by the Mortgage Right, meaning the debt has been paid off and no further obligations remain; (b) the release of the Mortgage Right by the holder, who voluntarily removes the security right; (c) the clearance of the Mortgage Right based on a decision by the Head of the District Court, which may alter the ranking or priority of the security right; and (d) the termination of the land rights that were previously encumbered by the Mortgage Right, either due to a change in ownership or other reasons that result in the land no longer being an object of security. This roya process is important to ensure that the encumbrance on the land has been legally removed and in accordance with the applicable legal provisions.

The National Land Agency (BPN) is responsible for processing requests for the removal of Mortgage Rights by striking off the Mortgage Rights record listed on the land certificate. This process is carried out in accordance with the provisions outlined in Article 22 of Law No. 4 of 1996 on Mortgage Rights over Land and Objects Related to Land. The cancellation is a critical step that signifies the legal termination of the Mortgage Rights on the land in question. With this removal, the land that was previously encumbered by a credit or debt guarantee is now free from any existing security burdens. This process not only serves as formal proof that the Mortgage Rights have ended but also provides legal certainty for the landowner, confirming that their ownership rights have been fully restored, free from legal or financial encumbrances. The removal allows the land to be freely used without any ties or restrictions limiting its utilization.

## **2. Membuat Akta Jual Beli (AJB)**

The process of land sale and purchase is regulated under Law No. 5 of 1960 on Basic Agrarian Principles, which serves as the legal foundation for land management and ownership in Indonesia. To ensure that transactions comply with the law, Government Regulation No. 10 of 1961 outlines the procedures for registration, transfer of rights, and administrative procedures that must be fulfilled.<sup>15</sup> This guarantees legal certainty and protection of land rights. Therefore, every land sale transaction must follow these procedures to be legally valid.

Article 1, paragraph (1) of the Regulation of the National Land Agency (BPN) No. 1 of 2006 states that the Land Deed Official (PPAT) is responsible for creating a deed as legal evidence in the registration of changes to land data or Ownership Rights over a condominium unit. The deed made by the PPAT serves as an official document that supports the change in status or ownership of land and Ownership Rights over a condominium unit, thereby providing legal certainty for the parties involved.<sup>16</sup> Based on this article, the role of the PPAT is to create an authentic deed, such as a sale and purchase deed, which states that a sale and purchase has occurred between the rights holder (the seller) and the buyer.<sup>17</sup>

The sale and purchase deed (AJB) made by the Land Deed Official (PPAT) becomes an authentic deed after the Mortgage Right is removed. The AJB handles documents related to the transfer of ownership from the previous owner to the new owner.<sup>18</sup> The PPAT is responsible for the transfer of land rights and the registration of the name change in the sale and purchase process. The deed created, known as the AJB with name change, is used as a tool for registering the transfer

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<sup>14</sup> *Ibid*, p 608.

<sup>15</sup> Muchamad Satria Endriana and Widhi Handoko. Balik Nama Sertifikat Hak Milik Atas Tanah Dalam Jual Beli Tanah Di Kantor Pertanahan Nasional Kabupaten Batang. *Notarius*, Vol.15, No.1, (2022), p 208.

<sup>16</sup> Yulia Nizwana and Arrazaq Wal Ikram. Peranan Pejabat Pembuat Akta Tanah (Ppat) Dalam Pendaftaran Perubahan Hak Milik Atas Tanah Di Wilayah Hukum Kabupaten Solok. *Jurnal Sarmada* (2020), p.23.

<sup>17</sup> *Ibid*, p.23.

<sup>18</sup> Christiana Sri Murni. Peran Pejabat Pembuat Akta Tanah dalam Proses Peralihan Jual Beli Hak atas Tanah. *Jurnal Kajian Pembaruan Hukum* Vol 1, No.1, (2021), p.5..

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of rights. In this system, the PPAT plays an active role by verifying the accuracy of the data in the deed.<sup>19</sup>

To register the name change of land rights, the process can be carried out before the PPAT by submitting the seller's documents, such as a photocopy of the ID card (KTP), family card, marriage certificate, land tax bill (SPPT), and proof of payment for land and building tax. The name change process typically takes one to three months.<sup>20</sup> The PPAT deed must be witnessed by at least two witnesses, and the transfer documents are then submitted to the local land office. The signature of the rights recipient (buyer) or their representative on the application for registration of the transfer of rights includes several essential documents that must be completed. If the application is submitted by a party other than the recipient of rights, it must be accompanied by a written power of attorney from the rights recipient.

Additionally, the Sale and Purchase Deed made by the PPAT must be within the PPAT's term of office and located in the relevant land area. The document must also include the complete identities of the seller and buyer, as well as the original land certificate being sold. If required, a transfer permission letter must also be attached, along with proof of payment for the Land and Building Acquisition Duty (BPHTB) if there are any applicable obligations. Furthermore, proof of payment for Income Tax (PPH) must also be included if there are any outstanding obligations, ensuring that the land rights transfer process complies with the applicable legal provisions and provides legal certainty for all parties involved.

After the PPAT submits the documents for the transfer of land rights or ownership of a condominium unit to the local land office in the relevant district or city, administrative processes and verification will be carried out to ensure the validity and completeness of the documents before the land or property rights are officially transferred to the rightful party. The land office will begin the verification process of the submitted documents. This process includes checking, verifying, and registering the transfer of rights. Once the registration process is complete, the land certificate will be issued with the new owner's name, replacing the seller's name with the buyer's, in accordance with the registered transfer of rights.

This process ensures that the land ownership data registered at the land office reflects the legitimate and recognized change of ownership. After the land certificate with the transferred rights has been processed, the head of the land office will deliver the certificate to the party who applied for the registration, i.e., the buyer or their representative. The delivery of the certificate marks the final step in the land rights transfer registration process, signifying that the buyer is now officially recorded as the new owner of the land. Thus, the buyer receives the certificate that lists their name as the legal owner of the land, serving as legal proof of their new ownership.

### **B. Challenges Faced by Notaries in the Process of Transferring Land Rights Still Encumbered as Collateral at a Bank**

The process of transferring land rights involves several stages that need to be completed, and it is not uncommon to encounter various obstacles and challenges during the preparation and execution of the Sale and Purchase Deed (Akta Jual Beli) and land rights transfer. In other words, the creation of the Sale and Purchase Deed and the transfer of land rights require a series of requirements to be fulfilled.<sup>21</sup> There are issues related to the costs involved in creating the deed, as well as the lack of information for both the seller and buyer regarding the procedures for drafting the Sale and Purchase Deed. Even though the notary has explained all the requirements, the seller and buyer often expect the process to be completed quickly, while in reality, there are necessary documents to be completed and stages to go through. This process requires time, and it can take a while before the entire Sale and Purchase Deed and transfer of land rights are completed.

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<sup>19</sup> *Ibid*

<sup>20</sup> Sulistiyo Rini and Arpangi. Peranan PPAT (Pejabat Pembuat Akta Tanah) Dalam Pembuatan Akta Jual Beli Perumahan. *Jurnal Imiah Sultan Agung* Vol.2, No.1 (2023), p 507

<sup>21</sup> Fredrik Mayore Saranaung, "Peralihan Hak Atas Tanah Melalui Jual Beli Menurut Peraturan Pemerintah Nomor 24 Tahun 1997," *Lex Crimen* 6, no. 1 (2017).

Another challenge includes inadequate facilities, such as suboptimal measuring tools, which lead to longer measuring times and increased costs.<sup>22</sup> Additionally, there is a lack of supporting technology in the process of creating the Sale and Purchase Deed and transferring land rights. All these requirements need to be explained clearly to the seller and the buyer. The notary must adhere to the laws and the Code of Ethics to provide optimal legal services.<sup>23</sup>

The first obstacle involves the significant number of requirements necessary to create the Sale and Purchase Deed and transfer the land rights, which can be difficult for the seller and buyer to manage. These requirements ensure that the documents created are valid and legal, without modifications that might affect the deed's legal status. Therefore, meticulousness and caution are essential in drafting the deed to ensure that all information is correct and accurate from the start, preventing revisions that could lead to confusion or legal disputes in the future.<sup>24</sup>

Both the seller and buyer must fulfill all the necessary requirements. One of the ways that notaries can assist individuals facing difficulty in meeting the numerous requirements for creating the Sale and Purchase Deed and transferring land rights is by guiding and helping the seller and buyer to complete the necessary documents. Additionally, direct outreach by the government to inform the public about the requirements for conducting land transactions and rights transfers can be beneficial. All requirements must be met by both parties, and the notary can help facilitate this process.

Another challenge is the high cost of creating the Sale and Purchase Deed and transferring land rights. The seller must pay the fees involved in the creation of the Sale and Purchase Deed, including the tax payment (SSP)<sup>25</sup> which is the seller's responsibility. The name change process at the land office can also take a significant amount of time. Typically, the time needed for the creation of the Sale and Purchase Deed and the transfer of land rights ranges from 1 to 3 months.<sup>26</sup> The delay is often caused when the name on the ID card (KTP) does not match the name on the original certificate or other supporting documents, such as the marriage certificate. In such cases, the seller needs to obtain a Certificate of Identity Verification from the local subdistrict office (Kelurahan). Notaries must also be mindful of the legal risks for the buyer, who might acquire land that is still encumbered by security rights. In such situations, notaries must provide transparent explanations regarding the legal status of the land to the buyer and ensure that all administrative processes comply with the applicable legal provisions.

## **Conclusion**

The role of the notary in the transfer of land rights that are still secured by a bank is crucial in ensuring legal certainty and protecting the rights of the parties involved. As an authorized public official, the notary is responsible for ensuring that the transfer process is carried out in accordance with the procedures, which includes obtaining approval from the bank, as the creditor holding the mortgage rights. Notaries must also navigate challenges, such as ensuring that both the buyer and seller fulfill the required conditions and bear the associated costs, which can sometimes be a barrier for those seeking an expedited and low-cost process.

The notary's involvement is essential in preventing future disputes and protecting the rights of the buyer, the seller (debtor), and the creditor. To optimize this role, it is recommended that notaries continuously improve their understanding of land rights transfer, particularly in cases

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<sup>22</sup> Muhammad Yazid Ahnaf. Skripsi. *Peranan Notaris/PPAT Dalam Transaksi Jual Beli dan Poses Balik Nama Sertifikat*, (Semarang: Universitas Islam Sultan Agung, 2023) p.75.

<sup>23</sup> Alkatiri, at.al. *Perbandingan Tugas dan Wewenang Notaris Indonesia dan Amerika Serikat*, (Tegal: Tanah Air Beta, 2021), p. 53.

<sup>24</sup> Siahaan Haposan Rudy, *Teknik Pembuatan Akta [TPA] Akta Pejabat Pembuat Akta Tanah*, (Medan: USU press 2020), p. 48.

<sup>25</sup> Mutiara Putri Novenda et al., "Tinjauan Atas Administrasi Surat Setoran Pajak Dan Surat Pemberitahuan Tahunan," *Jurnal Pendidikan Dan Konseling* 5, no. 1 (2023): 2187–90.

<sup>26</sup> Liza Mayanti Famaldiana, "Implikasi Hukum Keterlambatan Pendaftaran Akta Peralihan Hak Atas Tanah (Studi Di Kantor Pertanahan Kabupaten Bima) Legal Implications Delay Registration of Transfer Deed of Land (Study in District Office the Bima)," *Jurnal IuS* 4, no. 3 (2016).

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where the property is mortgaged to a bank. Actively involving the bank at every stage of the transfer process is key, as is clarifying regulations related to the transfer of rights over mortgaged land. Furthermore, regular education and training for notaries are necessary to ensure they stay updated with the latest legal developments. By implementing these steps, it is hoped that the transfer of land rights still under mortgage can be carried out more securely, legally, and in compliance with the applicable legal provisions, minimizing risks and ensuring a smoother process for all parties involved.

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