

Sharia-Based Notary in Ensuring Legal Certainty in Making Sharia Contract

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Abstract: Notary is the sole public official authorized to make an authentic act, The existence of a notary as an official of the act is also related to the acts related to the syariah system, especially the Islamic law. As the only Province in Indonesia that implements the religious life-management system based on Islamic law, Every Muslim community in Aceh must run Muamalah in accordance with the guidance of the Islamic Sharia. The existence and task of a strategic and challenging notary that Aceh should be an area that embraces Islamic Sharia, it is necessary to understand how the position of a notary as an official of the deed in the making of a sharia contract in Aceh is important in ensuring the legal certainty of the sharia contract in Aceh.

Keywords: Notary, Contract, Akad, sharia

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I. INTRODUCTION

Notary is a general officer who is only authorised in the event of making an authentic deed relating to all the making of the agreements and assignments required by the general rules or by an interest expressed in the form of Authentic deeds, providing copies and quotations, providing grosse and storing its actors, guaranteeing the certainty of the date, all as long as the deed is not contrary to the rules set forth or excluded to any other party or officer (Arliman, 2015).

"Article 1 number 1 in Law No. 2 of 2014 on the change of Law No. 30 of 2004 on the Department of Notary" (hereinafter UUJN) mentioned "notary is a general officer authorized to make an authentic deed and has authority Referred to in this Act or under other laws. "

As a deed official, the existence of notarial also related to the deed related to the sharia system, especially the sharia contract is very important considering the task as the giver of evidence has occurred a legal event in the form of deed is indispensable, it also relates to legal certainty for the parties (Farah Diana, 2017)

Aceh Province is the only area that implements religious life organizing system based on Islamic sharia. The provisions of ACEH as a special province are a follow-up of "article 18B subsection (1) constitution 1945". Consequences of the norm article 18B paragraph (1) constitution 1945 Birth of "Law No. 44 year 1999 about the management of special regional Provincial Privileges" (hereinafter the provincial implementation of special Region in 1999)⁹ the inception of the law Also pioneered the presence of "Act No. 18 of 2001 on special autonomy for the region of Aceh as the province of Nanggroe Aceh Darussalam," which was later replaced by the "Act No. 11 of 2006 on the Aceh Government" (Further law of aceh Government in 2006) (Rahayu S. W., 2014)

The presence of the Aceh government Law of 2006 brought a major change to the application of Islamic sharia in Aceh province, among others, the establishment of Qanun No. 8 year 2014 on Islamic Fundamentals (hereinafter Qanun of Sharia fundamentals Islam). The aforementioned fact became a major challenge for the government's governance system in aceh to prove that dispute resolution in the areas of economic, social and cultural aspects based on Islamic Sharia.

As the only area that strikes the religious life of Islamic law, on one side is very proud. But on the other hand is still very concern because it is not supported by adequate legal instruments such as conventional systems. The existence of legal instruments that exist at this time is still less adequate because the paradigm based on conventional business contracts is in the field of notary.

The notary Legal department said "notary is prohibited from doing other works contrary to religious norms, morality, and decency that may affect the honor and dignity of the notary public." Formally, the legal ground in relation to article 17 point 1 (i) of the notary legal department above requires that the existence of a notary as a deed maker must comply with the religious norms in this regard based on sharia principles.

The existence and tasks of the notary strategic and challenging, so that Aceh is supposed to be an area that implements Islamic law, need to understand how the existence of notary as a deed office in the making of sharia contract in Aceh. It is also due to the aspect of Sharia business law that many have a difference with conventional business, both from the philosophical and technical aspects of Akad/contract; Other things still found the existence of Sharia business contracts that violate the provisions of sharia rules, among others, because the notary who handled it only serves to legalize the contract, do not direct the contents of the contract due to its limitations.

In this paper the question that will be answered is how sharia-based notary in ensuring legal certainty in the making of sharia contract in Aceh? Considering the notary position as a deed-making office in the making of sharia contract in Aceh is very important. Where notary as the party that makes the deed also a witness in the Sharia-based agreement should be in line with the understanding and application of Sharia principles in carrying out duties and functions of his position as acting deed.

II. LITERATURE REVIEW

This research uses a normative juridical approach with the "statue approach" and "comparative approach" approach. The type of research that use is normative law research, normative legal research has a feature of studying the object of legal research in the form of legal azas, legal rule, in the sense of value (norm), concrete rule of law, the form of doctrine, regulation Laws and legal systems.

III. SHARIA-BASED NOTARY IN ENSURING LEGAL CERTAINTY IN MAKING SHARIA CONTRACT

A. Notary In Islam

In Islam, the term notarized from Al-Quran, Al-Hadith also fatwa and ijthihad of the scholars. The emergence of a notary in the Islamic world relates to legal documents, ratification of deeds, agreements, and other documents. Georga A. M in Islam's Cita Humanism argues that the existence of a notary term in the sources demonstrates the development of a notary field in the Islamic world.

In Islamic literature, some terms of Arabic are found to indicate the existence of formal documents or also known Notariat deeds. The term is derived from the words "*Aqad, Syarth, and watsq*". On the other hand, formal documents are derived from the words "*al-Watsa'iq, Syuruth and Uqud*". Meanwhile, "*Muwatstsiq, Watstsaq, Shabib al-Watsa'iq, or Aqid Li al-Syuruth*" is often referred to as the term authorities make the deed that shows, position, activities or the role of notary. In addition, there is also the term "*Khaththath al-Watsa'iq*" which can be interpreted as the author of the notary Deed and "*Hidmah al-Watsa'iq*" which means the servant Notariat (Lingar Pradiptasari, 2017)

The development of the field of Notariat based on historical records, started in the eastern region then followed the western region. Developments in the field of Notariat are found in the biographies of Muslim writers. Among them, a 20th century Muslim scientist Ibn Al-Fardi with his work *Maushul Al-Fardi*. In the ensuing period, Ibn Basykuwal's existence with his phenomenal work, *Shilah*, and *Marrakusy* wrote *Dzayl*. In the making of the paper, the Muslim scholars compiled a variety of notary deed as an example for those who want to study the field of the Notariat (Adil, 2011)

Allah Swt said in Al Quran Surat Al-Baqarah verses 282 related to the notary profession. According to Ibnu Katsir, the passage describes "the provisions that when doing the law to be written in order to be awake to what is agreed and to be the legal force for witnesses". Related to the phrase "don't the writer refuse to write it as God taught it, then let him write" Ibnu Katsir describes, "a person who is skilled in the science of writing should not refuse if a society asks for help and are forbidden to trouble them" (Katsir, Tafsir, 2004)

Related to this matter Ibnu Katsir quoted Hadist Rasulullah Saw: "Indeed, charity, if you help someone who does (goodness) or does good for people who do not understand" (H.R. Bukhari and Ahmad). Ibn Kathir said, "The person who has a plan for something to be written can convey to the person who writes and the author is obliged to write honestly without exceeding and reducing his redaction."

Ibnu Katsir described "according to the two men just as witnesses, but if it is difficult to find two witnesses of men, it may include two female witnesses and a man suggested by the owner of the person. If there is a unilateral claim on the above event, the witnesses are obliged to present when referred to as witnesses by the authorities".

Related to the verse "Do not be weary to write the debt, both small and large until the deadline of pay", Ibnu Kathir described, "the passage is a form of command to write the truth both small and great things". Provisions in the verse to avoid horizontal conflicts in the day of his fellow society. "And let not the author and the witnesses complicate each other". Meaning that, "not allowed for writers and witnesses to make matters complicated". When the author writes something different from the one presented, and the witness bears a testimony that differs from what he or she heard, or to hide it as a whole.

The Word of Allah, "if you do so, it is a godliness to you". That is, if we violate all the provisions that God has commanded, or perform with what he says, then this is an act of ungodliness to him and he cannot avoid and escape The ungodliness.

The Word of Allah means: "Fear God." Ibn Kathir described, "be afraid, and always feel under his supervision, and carry out the things which he commanded, and to avoid what he forbidden"

It is necessary to have the description of the norms in the Quran that are common to the more conic norms. In particular the application of Islamic norms in the creation of sharia contract conducted by a notary.

The guidelines in Islam are the basis for a notary based on sharia such as:

1. Do justice

"And should a writer among you write it justly", i.e. execute duties and functions of Office correctly, not harm the parties, and do not violate the provisions of Allah SWT and the rules that apply, as the meaning of the word "fair" and " Among you ". This relates to three criteria for the author, namely "Writing skills, knowledge of the rules and procedures of writing covenants, and honesty".

The verse put the mention "fair" from the mention of "knowledge taught by God", because justice will encourage to learn. Unlike those who know but are unfair. When that knowledge he would use to cover his unrighteousness. He will seek a legal loophole to justify malpractice and avoid sanctions.

It is in line with article 16 of UUN mentioned in carrying out its duties, "the notary is obliged to act honestly, thoroughly, not the parties, and to keep the interests of the parties concerned in the making of the deed".

2. Obligation to present witnesses

"And give two witnesses to the men of your eyes." If there are not two men, then can a man and two women from the witnesses you have, so that if a man forgets then another reminds him. " (QS Al Baqarah: 282). " Sayyid Quthub explained in relation to the witness "both witnesses are fair and established among the congregation and both sides of the side to his testimony". However, when experiencing the absence of two male witnesses. Thus, in this condition, Sharia provides ease by making women a witness. He described, "the Sharia puts men first because they usually do the big tasks among the Islamic community".

Another thing was also given direction to the witnesses so as not to be reluctant to bear testimony, "let not the Witnesses refuse (annotate) when they are called." It is understandable that the present witnesses are "obligations", not "Sunnah" (voluntary). Because, a testimony is a means of enforcing justice and realising rights. Allah it so that the witnesses give a description willingly and mindfully, without feeling compelled and Ogah, by not prioritizing the other one of the two parties who transact, if they are called by both or one of them.

It is also in line with the provisions of article 16 letter L UUN mentioned "notary obligation to read the deed before the roadblock by being attended by at least 2 (two) witnesses and signed at that time also by the roadblock, witnesses, and The notary ".

3. Obligation to write Transaction

In the Islamic concept, there is a provision relating to the importance of a person or the parties to write the transaction as written proof of the transactions or agreements that have been made, as in "Sura Al-Baqarah, verses 282". And confirms the importance of a person acting as a writer and a witness in the transaction or agreement.

4. Recommendations facilitate notary Tasks

"Let not the author and the witness be given a blessing. If you do (that is), then indeed it is a godliness to you. Fear God. God teaches you. Allah knows all things ". It is closely related to the prohibition to lead to a writer or a witness. For, they fulfilled the obligation which was hared by God upon him. If it happens, "You have come out of God's Sharia and depart from his way".

B. Obligation to implement sharia-based contract in Aceh

Sharia-based notary phenomenon is not separated from the recognition of Sharia law in Indonesia, especially Aceh Province as the only area that implements religious life system based on Islamic sharia.

By juridical Formil, the implementation of Islamic sharia in Aceh is based on the provincial Special Implementation Act of the Province of the year 1999 and the Aceh Government Act of 2006. The presence of this regulation is the foundation for Aceh to implement Islamic law. This indicates that the existence of Islamic Sharia is part of the state policy applied in Aceh. Therefore, the State responsibility can not be separated in the context of the implementation of Islamic sharia in Aceh (Hasan, 2011)

Article 3 of the Provincial Special Implementation Act of the Province of the year 1999 stated that "the implementation of Islamic Sharia is a privilege for Aceh". Recognition of Aceh region by Indonesian in the form of privileges is part of the struggle and norms that live in a society that has grown long in society and served as a foundation of moral, humanitarian and spiritual. The privileges include: Customs, education, the implementation of religious life, and the involvement of scholars through the determination of local policy. The

implementation of religious life is implemented in the form of Islamic Sharia implemented "thoroughly (Kaffah)". This means that the lives of Acehese people from all dimensions have a connection to the regulatory implementation of the Sharia law. Islamic Sharia is applied in the fields of education, politics, economics, law, social culture, health, and others.

The implementation of Islamic sharia in Aceh is highlighted by the dissection of Qanun of Islamic sharia trees, in which article 20 paragraph (1) is mentioned that "every Muslim who is in Aceh must exercise the Muamalah in accordance with the guidance of Islamic sharia."

In article 21 paragraph (1) the "financial institution that will operate in Aceh must be based on Sharia principle", "article 21 paragraph (3)" stated "The financial transaction of Aceh Government and Regency/city government shall be obliged to use Sharia principles and/or through the process of Sharia financial institution".

The obligation to run Islamic sharia in Aceh, also can not be released from the existence of a notary based on Islamic sharia which is sourced from Islamic religion, sharia-based notary is guaranteed to be, it can be observed in the content of meaning Article 29 of Constitution 1945 paragraph (2) where "the State guarantees the independence of each population to embrace their own religion and to worship according to its religious and belief". The word "warrant" contained in article 29 of Constitution 1945 has the meaning of imperatives. Meaning, the State is obliged to carry out measures so that every citizen who embrace religion can worship according to his religion and belief. The active role of the country including by providing assurance to the citizens to be able to embrace and conduct their religion (Marjono, 1997) In the context of the existence of Sharia-based notary in ensuring the legal certainty of sharia deed in Aceh. The country in hopes can play a role in facilitating and formulating regulations sourced from the provisions of Islamic law through the function of condemning. State participation in implementing Islamic law in Aceh as a form of constitutional obligation.

C. Sharia-based notary in the creation of Sharia Contract in Aceh

Akad in Islam is an alliance or agreement that is set in the form of deed in general. The contract occurred on the agreement between the parties, who agreed to make the bonds or agreements that preceded the "offer" or "acceptance (Ijab-Qabul)" On a particular matter or object. A treaty or agreement is essentially based on the provisions contained in article 1320 of the Civil Code consisting of "said agreement, proficiency, certain thing and lawful cause". There are four conditions of the agreement or treaty, a treaty declared binding and legally lawful to the parties agreeing to make it.

In principle, there is a link between "Ijab and Kabul" underlying the contract. Thus, the agreement is "the validity of the Ijab stated by either party and declared in from the other party legitimately according to the sharia". According to the expert opinion of Islamic law, Subhi Mahmasaniy argues that "the contract is a part of the bond or association between the law and the in which can lead to legal consequences relating to the things in the Promise"

Given the increasing needs of the community in relation to the agreement, it is important that sharia-based notary existence to ensure the legal certainty in every contract he made. The realization of an agreement in Islam must first be fulfilled by the pillars and conditions of agreement. Rukun refers to the presence and absence of a deed, in addition, the condition is "part of the pillars but not the essence of the deed". Therefore, they must be fulfilled and the requirements in the form of:

1. Ijab Qabul;
 - a. Ijab in is the will of the parties;
 - b. Ijab in must comply;
 - c. Ijab in is held in one place and connected between the parties.
2. Mukallaf, meaning it has been able to implement the contract;
3. Contract object;
 - a. There is and real, both on the done and in the future;
 - b. Halal;
 - c. can be customized.
4. The objective of the Agreement in accordance with the sharia, meaning that it does not violate the provisions of Al-Quran and Hadith.

In order to ensure the legal certainty of the agreement or the alliance made, then a contract was written by a notary in the form of authentic deed. It is also a perfect proof tool in case of a later dispute. Abdul Ghofur Anshori argues, "the deed is a letter which has a function as a tool of evidence that is perfect and contains the events that are the foundation of a periaatan or right, and made intentionally as a form of proof".

The implementation of the signature letter must be carried out so that it can continue to make a deed derived from article 1864 Civil Code, but can not be set as an authentic deed. This is because the ratification of the deed is not carried out by competent or capable officers. The deed made by the party having "power (Kracht)" can also be called the inscription in the "Under Hand (Onderhandsch Geschrift)". The signature in a

deed is used as a hallmark or individualize a deed. The act can be understood as a letter made intentionally and contains the clauses of the agreement of the parties who make it that serves as a tool of evidence.

In making authentic deeds, there are two theories. Theoretically, the deed passed by the notary to be an authentic deed of theoretically deed or letter which from the beginning of the making aims as a means of proof for proving. Since the beginning of the term relates to the initial plan of making a letter relating to the purpose of proving later in the event of a dispute between the parties. Another form of letter is a correspondence letter, this letter is made with the purpose of mail without the interest of the Alliance and agreement between the parties. Legal arrangements of authentic deed are based on article 1868 Civil Code.

According to Habib Adjie, "notarial deed divided into 2 (two) types or the type of deed is: *Relaas Act* or event news which is a deed commonly made by notary, and the deed of the party or the *Partij Act* which is a deed made before the notary". The act of *Relaas* or event news is a deed made by a notary public that contains "*Relaas*" or describes it authentically with respect to deeds performed or a condition seen or witnessed by a notary public as a deed

The deed of the party or the *Partij* deed contains the "story" of what happened by the parties before the notary, meaning that the parties told or submitted by deliberately come to the needs to the notary, the parties give the explanation or perform the deed before the notary, then notary to accommodate the interests of the parties in the form of an authentic deed (Lumban, 1983)

Based on the legislation only notary as a general official appointed as the author of the authentic deed, therefore the notary is responsible for guaranteeing the legal certainty of the deed he made. However, there is no regulation that regulates the existence of Sharia-based notary public and the implementation of sharia principles in making sharia-based deed raises problems in the application of Sharia trees. Islam in Aceh, in the case of the application of obligations for each Muslim person in Aceh must exercise the *Muamalah* in accordance with the guidance of Islamic sharia.

This fact certainly encourages the regulation that regulates the existence of Sharia-based notary and rules governing the application of Sharia principles in the creation of sharia-based akads. Lawrence M Friedman suggests that "the success or absence of law enforcement depends on three things, namely: legal structure/legal institution, statutory substance, and legal culture". Friedman said that "every legal system consists of three elements, namely: the structure of law, the legal substance (content of law) and the Culture of law". Law enforcement is not only implemented through statutory regulations, but can also be implemented through legal facilities and empowerment of legal apparatus. To ensure the legal certainty also required legal instruments and a conducive legal culture in society (Friedman, 1984)

The existence of Sharia-based notary is important to ensure the legal certainty, Islamic law is a system of law that continues to develop according to the development of people's lives, and serves as a controlling in life Community. This is in accordance with the jurisprudence: "The change of the law based on the change of times, places and circumstances (*Taghayyir al-Ahkâm bi taghayyir al-azainterested wa al-Amkinati wa al-Marry âl*)". The theory of Change of Islamic law states that "good law is a law initiated according to the development and condition of society that has a vision of social engineering" (Rasjidi, 1993)

The provisions of article 17 point 1 (i) of UUJN which govern that "notary is prohibited from doing any other work contrary to religious norms, morality, and decency that may affect the honor and dignity of the notary public". Strengthening the existence of sharia-based notary, where the substance is considered to open the space in the delivery of regulations related to the existence of Sharia-based notary and the rules governing the application of Sharia principles in the creation of the contract Sharia-based. It is important to ensure the legal certainty in the creation of sharia-based akads.

For example in terms of financing agreement in sharia system, the fact of the law "*Murabahah*" should be stated clearly and firmly in the manufacture of financing deed made by notary. It has a difference with a credit agreement.

Similarly, in the case of witnesses in the making of the deed, as stipulated in article 16 paragraph (1) of the letter I UUJN i.e. "the notary is obliged to read the deed before the roadblock was attended by at least two witnesses and signed at the time It is also by the complainers, witnesses and notaries "then in article 40 paragraph (1) UUJN ie" every deed read by notaries attended by at least 2 (two) witnesses, except the legislation determines other rules "

In the provisions of Islamic law arrangements relating to the number and the terms of the witness have obvious to each matter, one of the witnesses amount determined by Islamic law is in the agreement executed not in cash, As in Sura *Al-Baqarah*, verses 282: "and give two witnesses of the men among you. If there are not two men, then (BE) a man and two women from the witnesses you have, so that if a man forgets then another reminds him "

The testimony of women is acceptable in the affairs of property when included with other witnesses, except for problems unknown to the woman who knew it, and that her testimony could be received without having to The testimony of men and in certain cases there is also an unacceptable testimony, if only the woman

who is the witness, the witness in the Sharia deed prescribed by UUJN is "composed of two witnesses without explaining the type of Gender of the witness ". Based on the perspective of Islamic law when the witness is with two men then his testimony is acceptable, but when his testimony with a man and a woman the testimony of a woman is only accepted when with Women alone so that the testimony of the woman in Islamic law is unlawful because it does not meet the provisions of the witness under Islamic treaty law (Purbatin, 2017).

The witness in a treaty is to strengthen the evidence in the event of a dispute between the parties, even in Islamic law the provisions relating to the witness are "Fardu ' ain" to everyone he is called to and feared The truth will be lost even obligatory for a person when feared the disappearance of the truth even though he is not called to bear testimony, that in Islam the provisions of the prohibition to conceal the dispute as the provisions in the Al-Quran surah Al-Baqarah verses 283.

But due to the lack of understanding of notarial witnesses based on Islamic law, there is still a notary who uses witnesses not in accordance with Islamic Sharia provisions. So this affects the deed of contract made by the notary who does not meet the concept of Islam.

In the implementation, the parties involved in the making of the deed strongly expects the implementation of Sharia agreement in the form of notary deed, so that a notary is expected to equip themselves with adequate understanding of the rules Akad in Islamic concept. The reason is the characteristic difference between conventional systems and sharia-based systems. It is necessary to have a very important role for the notary public with the sharia system.

D. Consequences of not fulfilling sharia principles in the making of deed

The consequences of the law are arising from legal events. Legal action raises a legal event, while a legal act and/or legal relationship is a consequence arising from legal action. Syarifin argues, "All consequences of legal action made by the subject of the law on the object of law or because of other events that cause certain consequences by the law in question have been construed or regarded as a result of the law" (Syarifin, 2009)

What constitutes the form of legal Consequences:

1. The onset, alteration, or loss of his or her legal condition. Example: A man who is not legally capable, turned into a legal person at the age of 21 years.
2. The onset, alteration, or loss of a legal relationship, between two or more legal subjects, in which the opposite of each other's rights and obligations shall be with the other party. Example: Akad rental lease.
3. His act of sanction caused by the deed against the law.
4. The occurrence of laws resulting from emergencies caused by law, even in unusual circumstances not justified by law.

Implementation of Sharia deed, is "Sharia contract deed made by notary must be fulfilled terms of agreement, also statutory provisions". A deed "may be cancelled (Vernietigbaar)" or "null and void (Nietig)", if not fulfilled the terms of the agreement. An agreement is null and void if there is unfulfilled objective conditions in the making of the agreement, i.e. the forbidden power and certain object, then. Null and void means that a legal deed is deemed never to be and the legal product is invalid.

The agreement may be cancelled if unfulfilled "subjective" terms, is an agreement between the parties that bind itself in an alliance and proficiency to create an alliance. The word "irrevocable" means that a petition made against a cancellation may be submitted to the Court by submitting a proof of subjective condition of an agreement not fulfilled. The agreement is valid and binding on the parties if the parties do not apply for a cancellation in court. The judge must examine the application of the evaluation of the submission of the notarial deed, further evidence of the trial relating to the force of the deed of the Meteriil aspect to the formyl aspect, which resulted in the law, stating that " Deed made by the notary has a power of proof or no ".

The judges participated in conducting checks to test the agreement or deed made by the notary. To make the decision whether the breach of the alliance or deed made by the notary null or void shall be the authority of the judge in the proceeding. The judge's judgment on the deed may result in different consequences. Violation of objective conditions may result in the deed being null and void. As well as subjective terms of conduct may void such agreements or deeds (Shofanisa, 2017)

Notary authorized to make an authentic deed throughout the law rules and required by the parties. The creation of Sharia deed by notary is conducted based on the rules of law which has relation to the provisions of notarial deed and Sharia principle. In the implementation of Sharia deed, a notary is required to understand in relation to the content of Sharia agreement between the parties conducting the alliance or agreements. In addition to the use of "law compliance" that exists, notary is also expected to be able to prepare the "Shariah principles (Sharia compliance)" In the creation of a deed.

For example in the implementation of Islamic banking contract, each deed must not violate the application of sharia provisions stipulated in the "Article 2 of Law No. 21 of year 2008 on Sharia Banking" (hereinafter Banking Law Sharia). In Sharia banking Law does not regulate the matters relating to the deed or the Sharia bank agreement, so the Akad on Sharia banking is generally the same and has similarities with the

format of Bank Treaty contract in general. The submission of the provisions based on the prevailing habits among Indonesian legal practitioners resulted in the validity of Sharia bank deed must comply with article 38 UUN as well as the requirements set forth in Sharia law, which does not contain the elements of Zalim, Riba, Gharar, Risywah, illegitimate goods and also maksiat.

Article 1 of the Sharia banking Act 13 is governed that "the contract is a written agreement between the Sharia bank or the UUS and the other party that contains the rights and obligations of each Party in accordance with the Sharia principles". When there is a conflicting agreement and does not meet the provisions of sharia principles, the contract may be said to be null and void. This is based on the "article 28 digit 3 of the Sharia Economics Law compilation (KHES)" which mentions that "the void contract is an agreement that is less harmonious and or terms". Therefore, a deed may be declared null and void when notarial or statutory deed does not meet the provisions of the existing law principles and violates sharia principle provisions.

IV. CONCLUSION

Sharia-based notary has an important role in ensuring the legal certainty of sharia deed. As the only province in Indonesia that implements a religious life system based on Islamic sharia where every Muslim person in the province of Aceh must run Muamalah according to the guidance of Islamic sharia. The province of Aceh is expected to be able to implement Islamic sharia by the regulation that regulates the existence of Sharia-based notary and the implementation of Sharia principles in the creation of sharia-based akads.

A notary indicator that meets the Shariah principle is a notary public that can pour the idea of accom in the creation of the deed. This can be determined if the deed is not contrary to the provisions of Islamic law. Sharia-based notary is also expected to understand the legal facts and provisions of Sharia law principles in every implementation of the contract and its alliance.

The efforts that can be done include giving birth to regulations that govern the existence of Sharia-based notary. With such regulation in hopes can ensure the legal certainty of Sharia agreement, especially in Aceh

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