

DOI: <https://doi.org/10.38035/gijlss.v4i4><https://creativecommons.org/licenses/by/4.0/>

Received: 24 July 2026 | Revised: 25 September 2026 | Accepted: 29 September 2026

Measuring the Urgency of Notarial Deeds in Ensuring Legal Certainty of Investment Contracts in Papua: Between Normativity and Practical Reality

Herniati^{1*}, Sri Iin Hartini², Liani Sari³, Kajagi Kalman⁴¹Universitas Doktor Husni Ingratubun Papua, Jayapura, Indonesia, herniati.cenne@gmail.com²Universitas Doktor Husni Ingratubun Papua, Jayapura, Indonesia, budenonce@gmail.com³Universitas Doktor Husni Ingratubun Papua, Jayapura, Indonesia, -⁴Universitas Doktor Husni Ingratubun Papua, Jayapura, Indonesia, jacky.kajagi08@gmail.com*Corresponding Author: herniati.cenne@gmail.com¹

Abstract: This article examines the importance of notarial deeds in ensuring legal certainty for investment contracts in Papua, a region with special legal status under the Special Autonomy Law and a strategic national investment destination. Investment in Papua faces multiple challenges, ranging from limited legal infrastructure, a shortage of notaries in remote areas, to potential conflicts between national law and local customary law. Using normative legal research with statutory, conceptual, and case approaches and a descriptive-prescriptive analysis, this article examines the position of notarial deeds within the Indonesian contract law framework and identifies the gap between the normative nature of the rules and the reality of practice on the ground. The results indicate that a notarial deed is legally mandatory only for certain investment-related legal acts, such as the establishment of a limited liability company and the creation of fiduciary security, whereas for other investment contracts its importance lies in its perfect and binding evidentiary force. In both capacities, notarial deeds hold a vital position as an instrument of legal certainty, but their implementation in Papua still faces significant structural obstacles, particularly the uneven distribution of notaries (only four active notaries serve the entire province of Highland Papua), the absence of technical guidance on verifying customary law communities and their representatives, and the lack of fully adaptive regional regulatory readiness. Based on these findings, this article recommends a regionally based notary formation and placement policy, technical guidelines for verifying the legal standing and representation of customary law communities in notarial practice, and continuing training for notaries serving in Papua, in order to achieve equitable legal certainty in Papua.

Keywords: Notarial Deed, Legal Certainty, Investment Contract, Papua, Special Autonomy.

INTRODUCTION

Investment is a key pillar of national economic development that consistently receives serious attention from lawmakers and the Indonesian government. As a developing country

with abundant natural resource potential but still facing development disparities between regions, Indonesia requires a conducive and legally secure investment climate. This disparity is evident when comparing the economic growth of western and eastern Indonesia, where Papua and West Papua have historically lagged behind in terms of infrastructure, human resources, and capital accumulation (M. K. RI, 2010). This gap persists in the most recent official statistics: in March 2025, the poverty rate reached 30.03% in Highland Papua Province and 28.90% in Central Papua Province, more than three times the national rate of 8.47% (Badan Pusat Statistik, 2025). The Indonesian government has responded to this situation through various policies to accelerate development in the eastern region, including the Papua Special Autonomy Fund, which Article 34 of Law Number 2 of 2021 increased from 2% to 2.25% of the national General Allocation Fund (DAU) ceiling. Cumulative special autonomy transfers to Papua reached approximately IDR 190.9 trillion between 2002 and 2025 (Kementerian Keuangan, 2025), and approximately IDR 9.7 trillion in Special Autonomy Funds was allocated to the provinces, regencies, and cities across Papua in the 2025 budget (BPK Perwakilan Provinsi Papua, 2025). However, this acceleration can only be optimal if supported by a strong, transparent legal framework that provides certainty for all investors entering the Papua region (Undang-Undang Nomor 1 Tahun 2022 Tentang Hubungan Keuangan Antara Pemerintah Pusat Dan Pemerintahan Daerah, 2022).

The urgency of legal certainty is further evident from the scale and character of current investment flows. In West Papua Province alone, investment realization in 2024 reached IDR 13.036 trillion, more than five times the target of IDR 2.42 trillion set by the Ministry of Investment/BKPM, with foreign direct investment contributing IDR 11.659 trillion (ANTARA, 2025). At the same time, the expansion of investment onto customary land has generated recurrent tenure disputes: the Consortium for Agrarian Reform recorded that agrarian conflicts in the agribusiness sector in 2024 covered more than 200,000 hectares, largely associated with the food estate development in Merauke (Konsorsium Pembaruan Agraria, 2025). This expansion is not matched by the availability of notarial services. According to the Papua Regional Board of the Indonesian Notaries Association, there were only 95 active notaries across the provinces of Papua, Central Papua, South Papua, and Highland Papua in 2026, of whom only four serve Highland Papua, a province comprising eight regencies (Tribun Papua Tengah, 2026). These figures show that legal certainty in Papuan investment contracts is not merely a theoretical concern but a concrete problem at the intersection of large-scale capital, contested customary land, and scarce notarial services. In this article, “Papua” refers to the Land of Papua as a whole, which since 2022 has been divided into six provinces through Laws Number 14, 15, 16, and 29 of 2022 (Undang-Undang Nomor 14 Tahun 2022; Undang-Undang Nomor 15 Tahun 2022; Undang-Undang Nomor 16 Tahun 2022; Undang-Undang Nomor 29 Tahun 2022), all of which remain within the special autonomy regime.

Legal certainty is the main foundation that influences the decisions of investors, both domestic and foreign, in investing in a region (Triana et al., 2024). Without adequate legal certainty, investment risks will increase significantly, which in turn will discourage investors and hinder regional economic growth. In his discourse on legal theory, Hans Kelsen emphasized that legal certainty can only be achieved if legal norms are hierarchically structured, clear, and consistently enforced by law enforcement officials (Kelsen, 1967). Legal certainty in investment contracts is concretely realized through clarity of the parties' rights and obligations, a structured dispute resolution mechanism, and a guarantee of the agreement's validity that cannot be easily challenged. The legal instrument of a notarial deed plays an indispensable role, as it provides authentic certainty regarding the entire substance of the agreement while protecting the parties from the risk of future repudiation (Adjie, 2022).

A notarial deed as regulated in Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary (hereinafter referred to as UUJN) is an

authentic deed made by or before a public official authorized to do so. The position of a notarial deed as an authentic deed provides perfect evidentiary power (*volledig bewijs*) (Undang-Undang Nomor 2 Tahun 2014 Tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris, 2014), so that its contents must be accepted as true unless proven otherwise, including through a forgery claim in court. Authentic deeds have three evidentiary powers that private deeds do not have, namely external evidentiary power (*uitwendige bewijskracht*), formal evidentiary power (*formele bewijskracht*), and material evidentiary power (*materiele bewijskracht*). These three layers of evidentiary power together make a notarial deed the strongest and most trusted legal instrument in guaranteeing the certainty of legal relations between the parties (Sasongko, 2022). In the realm of investment contracts, whenever a notarial deed is used, whether because the law requires it or because the parties choose it, this evidentiary superiority makes the deed not merely an administrative formality but a strong guarantee of the existence and content of the agreement binding the parties (Erwiningsih, 2023).

Papua, as one of the outermost and most resource-rich provinces, is increasingly attracting the attention of national and international investors. Law Number 25 of 2007 concerning Investment defines investment as any form of investment activity, by both domestic and foreign investors, to conduct business within the territory of the Republic of Indonesia (Undang-Undang Nomor 25 Tahun 2007 Tentang Penanaman Modal, 2007). Investment realization in Papua continues to increase from year to year, especially in the mining, plantation, fisheries, and infrastructure sectors, in line with the intensified national development program directed towards eastern Indonesia ((BKPM), 2025). The mining sector is a major investment magnet in Papua, given the region's vast, yet-to-be-explored reserves of valuable minerals such as gold, copper, nickel, and bauxite. However, this substantial potential doesn't necessarily translate to ease of access and legal security for investors, necessitating robust legal instruments to support any investment activity in the region (B. P. S. Papua, 2024).

Papua's geographic, social, and legal complexities create unique challenges in implementing investment contracts, surpassing those encountered in other regions of Indonesia. Legal protection for investors should be not only repressive, responding to disputes after they arise, but also preventive, through legal instruments capable of preventing disputes from the outset (Hadjon, 2022). Philipus M. Hadjon distinguishes preventive legal protection as protection provided by the government with the aim of preventing violations before they occur, while repressive protection is final protection in the form of sanctions after a violation occurs (Setiawan & Babussalam, 2026). A notarial deed, properly executed and in accordance with the UUJN, is the most effective form of preventative legal protection for parties to an investment contract. Notarial deeds serve as this preventative mechanism, but their presence in Papua is uneven and has not fully addressed the complex and diverse practical needs of the field across regions (Syarofi, 2025).

The specificities of Papuan law, as stipulated in Law Number 2 of 2021 concerning the Second Amendment to Law Number 21 of 2001 concerning Special Autonomy for Papua Province (hereinafter referred to as the Papua Special Autonomy Law), add a normative dimension that must be carefully considered in every investment contract. This law grants the Papuan regional government special authority to manage natural resources and regulate investments for the benefit of the indigenous Papuan people (Undang-Undang Nomor 2 Tahun 2021 Tentang Perubahan Kedua Atas Undang-Undang Nomor 21 Tahun 2001 Tentang Otonomi Khusus Bagi Provinsi Papua, 2021). Furthermore, the Papua Special Autonomy Law explicitly recognizes and protects the rights of Papuan indigenous communities, including customary land rights, which are the primary object of most investment activities in Papua. This recognition has a layered constitutional and statutory basis. Article 18B paragraph (2) of the 1945 Constitution recognizes and respects customary law communities and their traditional

rights; Article 3 of Law Number 5 of 1960 on Basic Agrarian Principles recognizes customary rights (*hak ulayat*) insofar as they still exist and are consistent with the national interest; and Article 43 of Law Number 21 of 2001 obliges the Papuan provincial government to recognize, respect, protect, empower, and develop the rights of customary law communities, while paragraph (4) of that Article requires that the provision of customary land for any purpose be carried out through deliberation with the customary community concerned to reach agreement on the surrender of the land and its compensation (Undang-Undang Nomor 21 Tahun 2001). Article 38 paragraph (2) of the same law further requires that economic activities utilizing natural resources in Papua respect the rights of customary communities while guaranteeing legal certainty for business actors. At the regional level, Papua Provincial Special Regulation (Perdasus) Number 23 of 2008 regulates customary rights and the individual rights of customary community members over land, and Constitutional Court Decision Number 35/PUU-X/2012 affirmed that customary forests are no longer part of state forests (Mahkamah Konstitusi, 2013). More recently, Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency Regulation Number 14 of 2024 governs the administration and registration of customary land. The dualism, therefore, does not lie in an absence of recognition but in the co-existence of two different logics of tenure and transaction: national law relies on written, registered titles and on individual legal subjects with clearly defined capacity, whereas customary tenure in Papua is communal, largely unwritten, and governed by representation mechanisms that vary among customary law communities. None of the provisions above specifies who may validly represent a customary community in an investment agreement or in what form an agreement under Article 43 paragraph (4) must be set out. This situation creates a regulatory dualism between national law and customary law, which has the potential to lead to legal uncertainty if not properly managed through appropriate legal instruments. Therefore, the role of notarial deeds in investment contracts in Papua cannot be reduced merely to formal legalization but must be understood as a normative bridge that harmoniously integrates national law with the customary rights of Papuan communities (Sesung, 2023).

Practical reality in the field shows that many investment contracts in Papua are still made only through private deeds, and some are even informal, based on verbal agreements with local traditional leaders without any written documentation. This situation not only creates serious legal vulnerabilities for the parties but also opens up the potential for protracted disputes that are difficult to resolve through formal legal mechanisms. The absence of notarial deeds in investment contracts leaves investors vulnerable to unilateral claims that are difficult to prove, while the interests of local Papuan communities are not optimally protected because poorly documented agreements are easily abused (Barnes et al., 2023). Data from the Jayapura Regional Notary Supervisory Board reveals that the number of deeds related to investment contracts drawn up in Papua remains far below the estimated volume of actual investment activity taking place in the field, indicating a wide gap between formal investment transactions and those conducted without notarial security. This phenomenon also reflects the low level of legal literacy among local Papuan business actors regarding the importance of notarial deeds as an instrument of legal certainty, which is essentially their right to equal legal protection (Sari, 2025).

Previous studies on notarial deeds and investment have made important theoretical contributions, but most are limited by their specificity to regional contexts. Sasongko (2022) discusses the urgency of authentic deeds in the context of investment in general without delving deeply into the specific characteristics of autonomous regions like Papua (Sasongko, 2022). Erwiningsih (2023) examines the role of notaries in business transactions with a focus on a normative analysis of the UUJN, but does not address the implications of the Papua Special Autonomy Law on notarial practices. Tjoa (2024) provides a comparative perspective on notarial deeds in border areas, but his study focuses more on the geopolitical dimension than

on the local customs and culture dimension. Napitupulu (2023) identified investment problems in Papua, but his approach was more empirical and did not integrate the normative dimension of notary law. This research aims to fill this gap by integrating the normative perspective of notary law, the dimensions of special autonomy, and the realities of field practice in one comprehensive and contextual analysis.

This research aims to analyze two interrelated main issues. First, what is the normative position of notarial deeds within the legal framework of investment contracts in Papua, when viewed from the hierarchy of relevant laws and legal theories? Second, what is the practical reality of using notarial deeds in investment contracts in Papua, and what are the implications for the legal certainty that should be protected by the national legal system? Based on these two main questions, this research seeks to formulate policy recommendations that follow directly from the findings to strengthen the role of notaries in the investment ecosystem in Papua in an integrated manner (Kie, 2021). Using a juridical-normative approach supported by secondary empirical data, this research is expected to provide a meaningful academic contribution to the development of notarial law and investment law in Indonesia, particularly in the Papua region. The strengthening of the role of notaries proposed in this research is not solely for the sake of investment efficiency, but also for the realization of social justice for indigenous Papuans, who have the right to fair and equal legal protection in every interaction with the investment world.

METHODS

This research uses a normative legal research method, a research method that focuses on the study of primary, secondary, and tertiary legal materials. The normative approach was chosen because the issues studied are juridical in nature, namely related to the construction of legal norms, the interpretation of statutory provisions, and the evaluation of the conformity between the normative level and the reality of their application (Soekanto & Mamudji, 2022). The approaches used include a statutory approach, a conceptual approach, and a case approach. The statutory approach is conducted by examining the laws and regulations related to the notary office, investment, customary land rights, and Papua's special autonomy. The conceptual approach is used to develop a theoretical framework regarding legal certainty, authentic deeds, and investment contracts. Statutory instruments are read in accordance with the hierarchy of legislation under Law Number 12 of 2011 and its amendments (Undang-Undang Nomor 12 Tahun 2011). The case approach is used to examine how courts treat the form and evidentiary force of investment-related agreements in Papua; its selection criteria and application are described below (Marzuki, 2022).

Primary legal materials include the 1945 Constitution, Law No. 5 of 1960 on Basic Agrarian Principles, the Civil Code, the 2014 UUJN, the 2007 Investment Law, the 2007 Limited Liability Company Law, Law No. 4 of 1996 on Mortgage Rights, Law No. 42 of 1999 on Fiduciary Security, Law No. 21 of 2001 as amended by the 2021 Papua Special Autonomy Law, the 2022 laws establishing the new Papuan provinces, Government Regulation No. 5 of 2021 and its replacement, Government Regulation No. 28 of 2025, Presidential Regulation No. 10 of 2021, Papua Provincial Special Regulation No. 23 of 2008, Minister of ATR/BPN Regulation No. 14 of 2024, Constitutional Court Decision No. 35/PUU-X/2012, and two court decisions selected through the case approach. Secondary legal materials include legal journals, legal textbooks, previous research results, and official agency reports, including statistical data from BPS, the Ministry of Finance, the Ministry of Investment/BKPM, and the Indonesian Notaries Association, which are used only to describe the factual context and not for statistical generalization. Tertiary legal materials include legal dictionaries and encyclopedias. The analysis of legal materials is conducted descriptively and prescriptively using deductive logic that moves from general premises to specific conclusions (Ibrahim, 2022).

The legal materials were selected using three criteria. First, relevance: the material must directly concern at least one of the three normative clusters of this study, namely the notary office and authentic deeds, contracts and investment, and Papua's special autonomy and customary land rights. Second, validity: the status of each statutory instrument (in force, amended, or revoked) was verified at the time of writing, so that revoked provisions are discussed only where historically relevant. Third, authority and recency: secondary materials were limited to peer-reviewed journal articles, academic books, and official institutional reports, with priority given to publications from the last five years (2021–2026), while classical works such as those of Kelsen and Friedman were used only as theoretical foundations. The materials were collected through document study. Statutory instruments were retrieved from the Legal Documentation and Information Networks (JDIH) of the Audit Board of Indonesia (peraturan.bpk.go.id) and the Ministry of Law; court decisions were retrieved from the Supreme Court Decision Directory (putusan3.mahkamahagung.go.id); and secondary literature was searched in Google Scholar, Garuda, and SINTA using combinations of the keywords “akta notaris”, “akta autentik”, “kontrak investasi”, “penanaman modal”, “kepastian hukum”, “tanah ulayat”, and “Papua”, together with their English equivalents.

For the case approach, decisions in the Supreme Court Decision Directory were screened using the keywords “akta notaris”, “akta di bawah tangan”, “wanprestasi”, “investasi”, and “Papua”, and were included only if they met four criteria: (1) the dispute concerns an agreement connected with an investment or business activity in Papua; (2) the form of the agreement (authentic deed or private deed) or the validity of a notarial deed is considered in the court's legal reasoning; (3) the full text of the decision is publicly available; and (4) the decision was rendered between 2020 and 2025. Two decisions met these criteria, namely Jayapura District Court Decision Number 23/Pdt.G/2023/PN.Jap and Supreme Court Decision Number 1397 K/Pdt/2022. Each decision was analyzed by identifying its material facts, legal issue, and ratio decidendi concerning the evidentiary weight of the deed and the consequences of formal defects, and that reasoning was then tested against Articles 1868, 1870, and 1875 of the Civil Code and the formal requirements of the UUJN. Because only two decisions were analyzed, they are used to illustrate how the gap between norm and practice materializes in adjudication, not to generalize about all investment disputes in Papua.

The analysis proceeded in three stages. First, the statutory and conceptual materials were analyzed through grammatical and systematic interpretation to distinguish investment-related legal acts for which a notarial deed is a legal requirement from those for which it serves primarily an evidentiary function, thereby answering the first research question. Second, the normative findings were compared with the factual data and the selected court decisions to identify the gap between norm and practice, which was classified into institutional, substantive, and law enforcement dimensions and explained using Friedman's legal system theory, thereby answering the second research question. Third, prescriptive conclusions were drawn only to the extent that they follow from the identified gaps.

RESULTS AND DISCUSSION

Normative Position of Notarial Deeds in the Legal Framework of Investment Contracts in Papua

In the Indonesian legal system, contracts or agreements are subject to the provisions of Book III of the Civil Code, which adheres to the principle of freedom of contract (*vrijheid van contract*) as stipulated in Article 1338 of the Civil Code. This principle gives the parties the freedom to determine the content, form, and type of agreement they agree to. However, this freedom is not absolute; it is limited by the conditions for the validity of an agreement in Article 1320 of the Civil Code, namely agreement, competence, a specific object, and a lawful cause, which together form the normative limits of a contract's validity. In investment, these limits are

further emphasized by sectoral regulations that stipulate additional conditions to protect national interests and the interests of weaker parties (Khairandy, 2022). Thus, investment contracts that do not meet the formal and material requirements stipulated by statutory regulations are at risk of being legally void or can be cancelled, which of course has fatal consequences for the continuity of the investment (Tanuwijaya & Adam, 2025).

Normatively, not all investment contracts are required to be made in the form of a notarial deed considering that the principle of consensualism adopted by the Civil Code allows agreements to arise solely from the agreement of the parties. However, for certain types of agreements in the context of investment, the formality of a notarial deed is a legal requirement that cannot be ignored. The establishment of a Limited Liability Company (PT) as a legal entity commonly used in investment activities expressly requires a deed of establishment made by a notary based on Article 7 paragraph (1) of Law No. 40 of 2007 concerning Limited Liability Companies (Undang-Undang Nomor 40 Tahun 2007 Tentang Perseroan Terbatas, 2007). Amendments to the articles of association must likewise be set out in a notarial deed under Article 21 paragraph (4) of the same law, although individual limited liability companies for micro and small enterprises introduced by the Job Creation Law may be established by a statement of establishment without a notarial deed. Where investment financing is secured by fiduciary security, Article 5 paragraph (1) of Law No. 42 of 1999 requires the fiduciary security to be created by a notarial deed in the Indonesian language (Undang-Undang Nomor 42 Tahun 1999), while mortgage rights over land must be granted through a deed made by a land deed official (PPAT) under Article 10 paragraph (2) of Law No. 4 of 1996, with the power of attorney to encumber mortgage rights (SKMHT) made by a notarial deed or a PPAT deed under Article 15 paragraph (1) of that law (Undang-Undang Nomor 4 Tahun 1996 Tentang Hak Tanggungan Atas Tanah, 1996). The requirement for notarization of these legal instruments reflects the recognition of the legislators that legal certainty in large-scale investment transactions cannot be left entirely to consensual mechanisms alone (Budiono, 2022).

Notarial deeds have superior legal force compared to private deeds, and this has very significant legal consequences in contract disputes. Based on Article 1868 of the Civil Code, an authentic deed is a deed in a form determined by law, made by or before authorized public officials in the place where the deed is made (Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek), 2001). The evidentiary power of a notarial deed is perfect (volledig bewijs) and binding (bindende bewijskracht), which means that the judge is obliged to consider what is stated in the deed as truth without the need for additional proof, unless there is opposing proof through a forgery lawsuit. In contrast to a private deed which only has free evidentiary power and can be easily refuted by one of the parties, a notarial deed places the burden of proof on the party who refutes it so that the legal position of the party who relies on the notarial deed is much more protected (Afriana & Kusmayanti, 2022). This superiority of proof makes notarial deeds a highly advisable choice, even where it is not legally required, for high-value investment contracts such as those common in capital investment in Papua (Warsito & Dewi, 2025).

It is therefore necessary to distinguish clearly between two legal questions that are often conflated in discussions on the urgency of notarial deeds. The first concerns the legal obligation to use a notarial deed. Here, the notarial form is a statutory requirement of the legal act itself, so that without it the act does not produce the legal effect intended by law: a limited liability company cannot obtain legal-entity status, an amendment to the articles of association is not

valid, and a fiduciary security right cannot be created and registered. The second concerns the utility of a notarial deed as evidence. For investment contracts for which the law prescribes no particular form, such as joint operation agreements, supply or offtake agreements, plantation partnership agreements, and compensation or land-use agreements with customary communities, a private deed remains valid and binding under Article 1338 of the Civil Code as long as the requirements of Article 1320 are met. In this category, the absence of a notarial deed does not render the contract void; its consequence lies in the weaker evidentiary position of the parties, because a private deed has the same evidentiary force as an authentic deed only if its signature is acknowledged by the party against whom it is used (Article 1875 of the Civil Code). The same applies to agreements on the release of customary land in Papua: Article 43 paragraph (4) of Law Number 21 of 2001 requires deliberation and agreement with the customary community but does not prescribe that the agreement be set out in a notarial deed. Accordingly, the urgency of notarial deeds discussed in this article constitutes a legal obligation only for the first category; for the second category, which covers most investment contracts involving customary land in Papua, it is an urgency of utility, namely the protective and evidentiary value of the deed for both investors and customary communities.

In Papua, the normative structure of notarial deeds has an additional layer stemming from the Papua Special Autonomy Law. This law mandates respect for the rights of indigenous Papuans, including in the management of land and natural resources, which are the primary objects of investment (Rizki, 2024). Normative analysis shows that this situation creates a unique legal situation where investment contracts in Papua are not solely subject to national legal norms but must also consider the customary legal norms prevailing in local communities, which are often not codified in written regulations. Therefore, where a notarial deed is used, whether mandatorily or voluntarily, the role of a notarial deed in investment contracts in Papua is not merely a formality but also a sign that all applicable legal requirements, including customary aspects, have been legally fulfilled and agreed to by all interested parties. In other words, a notarial deed in Papua ideally serves a dual function: as an instrument of formal national legal certainty and as a legitimation that integrates local customary norms into a legally binding investment contract.

From the perspective of the theory of legal certainty, Gustav Radbruch emphasized that a good legal system must fulfill three basic values, namely certainty (*Rechtssicherheit*), justice (*Gerechtigkeit*), and utility (*Zweckmässigkeit*) (Lestari, 2025). In the context of investment in Papua, notarial deeds, in both their mandatory and their evidentiary capacities, serve as an instrument for simultaneously embodying these three values. Certainty is achieved through the notarial deed's perfect and binding evidentiary power; justice is realized through the notary's role as a neutral and impartial official who ensures a balance between the rights and obligations of the parties; and benefit is realized through the notarial deed's contribution to creating a stable and predictable investment climate (HS & Nurbani, 2023). These three normative functions are mutually reinforcing and cannot be separated from each other, so that efforts to weaken one of them, for example by dispensing with notarization where the law requires it, or reducing it to a mere formality where the parties have chosen it, to speed up the investment process, will have implications for the fragility of the entire structure of investment legal certainty in Papua.

As a public official appointed by the state, a notary public is obligated to ensure that every deed they draft meets the material and formal requirements stipulated by law. In investment, a notary acts not only as a recorder of agreements but also as a "gatekeeper," ensuring that investment contracts do not conflict with applicable laws (Pranata, 2025). This

gatekeeper role is crucial in Papua given the high risk of investors abusing their dominant position against indigenous communities, who often lack access to adequate information and legal representation. Professional notaries with a deep understanding of the Papuan context can be the first line of defense against investment contracts that are exploitative or contrary to the fundamental rights of indigenous communities. The notary's authority to refuse to make deeds that conflict with the law or public order, as derived from Article 16 paragraph (1) letters a and e of the UUJN and the Elucidation of letter e, is a normative instrument that, if used appropriately, can protect the interests of Papuans in the investment process (Budiono, 2022).

Unfortunately, strong legal norms regarding the role of notaries have not been matched by adequate technical regulations at the regional level in Papua. Regional regulations (Perda) specifically governing investment contract notarization procedures, taking into account local Papuan characteristics, are not yet comprehensively available, despite Papua's special autonomy fully enabling such regulations. Perdasus Number 23 of 2008 regulates customary land rights, but it does not address how agreements on the use of customary land are to be documented or how the representatives of customary communities are to be verified before a notary. This regulatory vacuum represents a significant normative obstacle to the implementation of notarial deeds in investment contracts in Papua (Tanuwijaya & Adam, 2025). An analysis of the existing regulatory framework shows that although the Papua Special Autonomy Law provides broad discretion to the Papuan regional government to establish regulations that are in accordance with the specific characteristics of its region, this discretion has not been optimally utilized to build a notary legal ecosystem that is comprehensive and responsive to regional investment needs (Herdanawati, 2024).

Government Regulation Number 5 of 2021 concerning the Implementation of Risk-Based Business Licensing (since revoked and replaced by Government Regulation Number 28 of 2025 on the same subject), which emerged within the Job Creation Law ecosystem, has transformed several investment licensing procedures into simpler, digital-based ones (Peraturan Pemerintah Nomor 5 Tahun 2021 Tentang Penyelenggaraan Perizinan Berusaha Berbasis Risiko, 2021). This paradigm shift raises a normative question that deserves critical analysis: to what extent does the simplification of business licensing procedures affect the formal requirements for notarial deeds in investment contracts, particularly in Papua? This research finds that the simplification of licensing under the Job Creation Law regime (Law Number 11 of 2020, re-enacted through Law Number 6 of 2023) essentially operates within the realm of state administrative law, distinct from the civil law domain in which notarial deeds operate. While licensing simplification simplifies the administrative pathway for starting a business, it does not, and should not, diminish the need for substantive legal certainty that a notarial deed can provide in contractual relationships between parties (Undang-Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja, 2020). Thus, the argument that investment simplification in the Job Creation Law weakens the urgency of notarial deeds is legally unfounded and counterproductive to long-term investment legal certainty.

From a comparative legal perspective, experience across various jurisdictions demonstrates that regions with special autonomy require more adaptive and comprehensive notarial regulations. Malaysia has implemented specific provisions regarding the legality of investment contracts in Sabah and Sarawak, which have indigenous customary rights (NCR). Australia has also developed a free, prior, and informed consent (FPIC) mechanism with

Aboriginal and Torres Strait Islander communities in any agreements regarding the use of indigenous land for investment (Udiana, 2021). This comparative experience reinforces the argument that Papua requires a more specific notarial regulatory framework, one that is more sensitive to the local context, and one that better integrates national and customary law norms. The normative construction of notarial deeds in Indonesian law is already quite strong as a foundation, but without adequate adaptation to the Papuan context, this ideal legal framework risks becoming an ineffective "paper norm." (Tjoa, 2024)

The Reality of Notarial Deed Practices in Investment Contracts in Papua and Their Implications for Legal Certainty

In contrast to its seemingly established and comprehensive normative construction, the practical reality of using notarial deeds in investment contracts in Papua reveals a number of serious problems that require cross-sectoral attention. These problems can be classified into three main, interrelated dimensions: first, the institutional dimension related to the distribution and availability of notaries; second, the substantive dimension related to contract material and the recognition of local rights; and third, the law enforcement dimension related to the resolution of investment contract disputes. These three dimensions do not exist in isolation but rather influence each other in a problematic cycle that systematically weakens legal certainty in Papua.

From an institutional perspective, data shows that the distribution of notaries in Papua is highly uneven. The majority of notaries are concentrated in the provincial capital, Jayapura, and several other major cities, such as Timika, Merauke, and Sorong. Meanwhile, the resource-rich regencies of Pegunungan Bintang, Nduga, Intan Jaya, and Lanny Jaya have virtually no notaries (B. I. dan P. Papua, 2024). More recent data from the Papua Regional Board of the Indonesian Notaries Association confirm this concentration: of the 95 active notaries in the provinces of Papua, Central Papua, South Papua, and Highland Papua, 57 are in Papua Province, 22 in Central Papua, 12 in South Papua, and only four in Highland Papua, while West Papua and Southwest Papua together have 51 notaries (Tribun Papua Tengah, 2026). Only two of the notaries in these four provinces are indigenous Papuans (Cenderawasih Pos, 2026). This situation directly impacts the difficulty of notarizing investment contracts in these areas, forcing investors and their local partners to travel long distances to cities with notaries, or, more riskily, to opt for contracts without a notary at all. From a sociological perspective, the geographic concentration of notarial services creates a structural inequity in legal accessibility, where communities in remote areas are systemically denied their right to equal legal protection through authentic deeds (Lumban Tobing, 2022).

This geographical problem is exacerbated by the very limited condition of Papua's transportation infrastructure (Kamaluddin et al., 2024). To reach a notary in the nearest city, residents in the Papuan interior often have to travel for days, almost always relying on air transportation at exorbitant costs. This cost, combined with the costs of deed preparation and accommodation in the city, makes the total cost of legal formalization prohibitively high, making it unaffordable for small- and medium-scale investors (Yuliana, 2025). Legal economic analysis shows that when the costs of legal compliance exceed the perceived benefits, business actors' economic rationality tends to drive them to choose cheaper, yet legally risky, shortcuts. This reality creates a serious institutional paradox: on the one hand, legal norms emphasize the importance of notarial deeds; on the other, real-world conditions make these instruments inaccessible to the majority of investors in Papua. This paradox will not be resolved through a purely normative approach; it requires policy interventions that address structural barriers to accessibility.

From a substantive perspective, this research identifies a highly complex issue regarding the recognition of the rights of indigenous Papuans in investment contracts. Land and natural resources in Papua are often bound by communal customary rights, not registered in the national land system, and recognized and managed based on customary mechanisms that vary across ethnic groups (K. H. A. M. RI, 2024). When investors wish to use customary land as an investment location, fundamental legal complications arise regarding the legal subject authorized to sign contracts: is it the tribal chief, the customary council, the entire community, or the local government that acts as the representative of the customary community? The absence of a single and clear normative answer to this question creates serious legal vulnerabilities, where contracts signed by one customary representative can later be challenged by other customary representatives or factions who feel they are not represented. This problem directly affects how notaries carry out their obligations to identify and verify the legal capacity of the parties.

Notaries who draw up investment contract deeds involving customary land in Papua face significant professional challenges (Sinurat & Silviana, 2025). The notary's obligation to ensure the identity and legal capacity of the parties becomes particularly complicated when dealing with communal entities such as indigenous communities that do not have a formal legal entity recognized by national law (Harris & Helena, 2022a). The Notary Code of Ethics requires notaries to act carefully and meticulously in every deed, but specific technical instructions on how to identify and authenticate the legal capacity of Papuan customary entities in the context of investment contracts are inadequately available ((INI), 2023). As a result, each notary has developed their own practices to address this situation, creating inconsistencies and uncertainty in the notarization standards for customary investment contracts in Papua. This inconsistency, in turn, creates legal uncertainty stemming from the very factor that should be the source of certainty the notarial deed itself thus undermining confidence in the legal system as a whole (Purwaningsih, 2023).

From a law enforcement perspective, the decisions selected through the case approach indicate that investment contract disputes in Papua that are not supported by notarial deeds often end in unsatisfactory resolutions for all parties and take a very long time. Jayapura District Court Decision No. 23/Pdt.G/2023/PN.Jap demonstrates how mining contract default disputes drawn up by private deeds require a far more complex and resource-intensive evidentiary process than would have been required had the agreement been set out in a notarial deed (*Putusan Nomor 23/Pdt.G/2023/PN.Jap*, 2023). In such cases, the court must conduct a series of additional, intensive examinations to verify the validity of the contract, the parties' capacity at the time of signing, agreement on the substance of the disputed obligation, and the validity of the contested signature. Such complexities of proof not only slow down the trial and increase litigation costs for the parties, but also burden the judicial system with additional workload that could have been prevented from the outset through proper notarial deed preparation (Zulaeha, 2023).

The Supreme Court of the Republic of Indonesia's Decision Number 1397 K/Pdt/2022 confirms that the issue of the validity of deeds in investment contracts in Papua can be a critical point in determining the course of a case. In the ruling, the Supreme Court emphasized that a notarial deed that is formally flawed due to the notary's lack of territorial authority, the drafting procedure not complying with the UUJN, or the parties' identities not being thoroughly verified can be grounds for contract cancellation, which can have a highly detrimental impact on all parties who have invested under the contract (*Putusan Nomor 1397 K/Pdt/2022*, 2022). This ruling has important analytical implications: it demonstrates that non-compliance with UUJN procedures in the preparation of deeds is not simply an administrative violation, but rather a legal flaw that can undermine the entire edifice of a painstakingly constructed investment contract. In Papua, the risk of this formal flaw is even greater given the challenges notaries face

in verifying specific local aspects, from the legitimacy of customary land ownership to the capacity of community representatives to sign agreements (Palenewen, 2025).

Another reality that is no less serious is the emergence of the phenomenon of 'formal notarial deeds' in the Papuan context, namely deeds that procedurally fulfill the formal requirements of the UUJN but substantively do not truly reflect free agreement and sufficient information from the parties, especially from the indigenous community (Purwaningsih, 2023). This phenomenon occurs when parties use the services of a notary who only provides formal legalization without thoroughly verifying whether the indigenous peoples involved in the contract understand all the legal implications of the agreement they are signing. From a contract law perspective, agreements born without sufficient understanding have the potential to contain flaws in the form of errors (*dwaling*), which can be grounds for cancellation at a later date. A notary who truly fulfills their function as a responsible public official should ensure that all parties understand the implications of the clauses they agree to, including through explanations in the local language if necessary (Ariesandy, 2025).

This research also found a significant gap between regulations and the human resource capacity of notaries in Papua in understanding local legal specificities. Not all notaries serving in Papua have an adequate understanding of the Papua Special Autonomy Law, the local customary legal system, and the socio-political dynamics of investment in the region (Mufida et al., 2025). This limitation is not solely the fault of the individual notaries concerned, but rather reflects the lack of a notarial training curriculum that specifically prepares notaries to serve in regions with specific legal specialties such as Papua. The Indonesian Notaries Association (INI), as a professional organization, should take the initiative to develop continuing education and training programs that integrate local Papuan legal materials as part of the standard competency requirements for notaries serving in the region (Harris & Helena, 2022b). Without investment in notary human resource capacity, any regulatory reform efforts undertaken will face serious implementation obstacles on the ground.

From the perspective of Lawrence Friedman's legal systems theory, the reality of such practices reflects the ineffectiveness of the legal system's structural and cultural components. Friedman identified three components of a legal system: substance, structure, and legal culture. These three components must work synergistically for the legal system to function effectively (Friedman, 1975). In the case of notarial deeds and investment contracts in Papua, the legal substance component is relatively adequate (the Law on the Position of Notary (UUJN), the Investment Law, and the Papua Special Autonomy Law are all present); the structural component remains very weak (notary distribution is uneven, supporting infrastructure is limited); and legal culture remains low (awareness of the importance of notarial deeds among investors and Papuan indigenous communities is still minimal). This imbalance prevents the Papuan notary system from operating optimally despite the existence of legal substance. The solution, therefore, is not simply improving regulations; it must also encompass strengthening institutional structures and developing a legal culture simultaneously.

The implications of these overall conditions for legal certainty regarding investment in Papua are multidimensional and significant. First, uncertainty regarding the validity of contracts increases legal risks for investors, directly increasing the cost of doing business in Papua, which in turn reduces Papua's competitiveness as an investment destination compared to other regions in Indonesia. Second, weak contractual protections for Papuan indigenous communities open up opportunities for exploitation and abuse that violate the principle of justice (K. H. A. M. RI, 2024). Third, the high frequency of investment contract disputes without a strong notarial deed basis burdens the judicial system and slows down the resolution of investment conflicts, negatively impacting the overall investment climate. Fourth, chronic legal uncertainty may encourage large investors to rely more heavily on international

arbitration clauses, thereby reducing the role of Indonesian courts in resolving investment disputes arising within Indonesian territory (Investasi/BKPM, 2024).

Each of the dimensions identified above points to a corresponding policy response. First, in response to the institutional dimension, the notary formation for the Papuan provinces, particularly Highland Papua, should be reviewed and complemented by financial and non-financial incentives from the central and regional governments for notaries willing to serve in underserved regencies, including support for the education of indigenous Papuan notaries. Second, digital technology can support but, under current law, cannot replace physical notarization: Article 16 paragraph (1) letter m of the UUJN requires the deed to be read before the appearers in the presence of at least two witnesses, and under Article 16 paragraph (9) non-compliance reduces the deed to the evidentiary force of a private deed. Remote notarization for the Papuan interior therefore requires a prior amendment of the UUJN rather than an administrative policy alone (Investasi/BKPM, 2024). Third, in response to the substantive dimension, technical guidelines are needed on how notaries verify the existence of a customary law community, the authority of its representatives, and the free and informed consent of its members before drawing up deeds involving customary land; such guidelines could be issued by the Ministry of Law or the Indonesian Notaries Association and developed together with Papuan customary law experts, customary councils, and local governments, building on Perdasus Number 23 of 2008 and Minister of ATR/BPN Regulation Number 14 of 2024. Fourth, in response to the human-resource gap identified above, the capacity of notaries is strengthened through ongoing education and training on Papua's special autonomy law, local customary law, and investment dynamics in the region. Fifth, the Notary Supervisory Councils in Papua, in coordination with the Ministry of Investment/BKPM, the provincial governments, and the Indonesian Notaries Association (INI), should periodically monitor and evaluate the use of notarial deeds in investment transactions in Papua ((KPPU), 2024).

It's also worth considering that, in the long term, increasing legal certainty in investment contracts in Papua by strengthening the role of notarial deeds is not solely for the benefit of investors. Furthermore, strong and reliable notarial deeds can be an instrument for empowering Papuan indigenous communities to ensure that their rights to land and natural resources are recognized, respected, and protected in any investment agreements involving their customary territories (Sakmaf et al., 2026). This paradigm shifts the perspective on notarial deeds from a mere legal formality to a tool for social justice capable of balancing the asymmetrical power relations between investors and indigenous communities. This is the meaning of legal certainty with justice, which should be the ultimate goal of all investment legal policies in Papua: not merely certainty that secures investor capital, but certainty that also safeguards and empowers the fundamental rights of the Papuan people as the rightful owners of the land and natural resources that form the basis of all investment activities (Ardhiwisastra, 2022).

CONCLUSION

With regard to the first problem statement, notarial deeds occupy a strong but differentiated normative position in the legal framework of investment contracts in Papua. For certain investment-related legal acts, namely the establishment of a limited liability company and amendments to its articles of association, the creation of fiduciary security, and the power of attorney to encumber mortgage rights, the notarial form is a legal obligation without which the intended legal effect does not arise. For other investment contracts, including most agreements on the use of customary land, the law prescribes no particular form, so that the importance of a notarial deed lies in its perfect and binding evidentiary force rather than in a legal obligation. In Papua, this position is further shaped by Article 18B paragraph (2) of the 1945 Constitution, Articles 38 and 43 of the Papua Special Autonomy Law, and Perdasus

Number 23 of 2008, which recognize customary rights but do not specify the form of agreements with customary communities or the authority of their representatives.

With regard to the second problem statement, practice shows a significant gap between this normative construction and reality in three dimensions. Institutionally, notarial services are highly concentrated, with only four active notaries serving the whole of Highland Papua. Substantively, the absence of technical guidance on verifying customary entities and their representatives leads to inconsistent notarial practice and a risk of formally or materially defective deeds. In law enforcement, the decisions analyzed show that agreements made without a notarial deed, or with a defective one, complicate proof and may lead to annulment. In terms of Friedman's legal system theory, the problem lies less in legal substance than in legal structure and legal culture. The implication for legal certainty is that the evidentiary protection that notarial deeds offer in principle to both investors and customary communities remains, in practice, unevenly accessible. Accordingly, the recommendations of this study are limited to those that follow directly from these findings: a review of notary formation and incentives for placement in underserved Papuan regencies; technical guidelines for verifying customary law communities and their representatives in notarial practice; and continuing training for notaries on special autonomy law and customary land law.

REFERENCES

- (BKPM), B. K. P. M. (2025). *Laporan Realisasi Investasi Triwulan IV Tahun 2024*. BKPM.
- (INI), I. N. I. (2023). *Kode Etik Notaris*. INI.
- (KPPU), K. P. P. U. (2024). *Kajian Iklim Investasi dan Persaingan Usaha di Papua*. KPPU.
- Adjie, H. (2022). *Hukum Notaris Indonesia: Tafsir Tematik Terhadap UU No. 2 Tahun 2014 tentang Jabatan Notaris*. Refika Aditama.
- Afriana, A., & Kusmayanti, H. (2022). Akta Autentik sebagai Alat Bukti Sempurna dalam Penyelesaian Sengketa Kontrak. *Jurnal Bina Mulia Hukum*, 7(1), 45.
- ANTARA. (2025, July 8). *Realisasi investasi 2024 di Papua Barat capai Rp13,03 triliun*. ANTARA News Papua Barat. <https://papuabarar.antaranews.com/berita/68125/realisasi-investasi-2024-di-papua-barat-capai-rp1303-triliun>
- Ardhiwisastra, Y. B. (2022). *Penafsiran dan Konstruksi Hukum*. Alumni.
- Ariesandy, R. (2025). The Role of the Notary as a Public Official in Ensuring the Fulfillment of Individual Constitutional Rights. *Nurani Hukum*, 8(2), 239–262. <https://doi.org/10.51825/nhk.v8i2.35546>
- Badan Pusat Statistik. (2025). *Profil Kemiskinan di Indonesia Maret 2025* (Berita Resmi Statistik). BPS.
- Barnes, P. A., Aninta, S. G., Ariyanto, T., Holle, M. J. M., Ikhawan, M. K., & Jayanto, H. (2023). The gap between policy and practice for human rights in conservation: a case study in Papua Province, Indonesia. *Oryx*, 57(3), 360–369. <https://doi.org/10.1017/S0030605323000066>
- BPK Perwakilan Provinsi Papua. (2025). *Dana Otsus Papua 2025 Terpangkas Rp19 Miliar* [Catatan berita]. https://papua.bpk.go.id/wp-content/uploads/2025/02/CatatanBeritaAA_20250206114747.pdf
- Budiono, H. (2022). *Kumpulan Tulisan Hukum Perdata di Bidang Kenotariatan*. Citra Aditya Bakti.
- Cenderawasih Pos. (2026, February 26). *Papua Kurang Notaris, Berharap OAP Lihat Peluang Ini*. <https://cenderawasihpos.jawapos.com/metropolis/26/02/2026/papua-kurang-notaris-berharap-oap-lihat-peluang-ini/>
- Erwiningsih, W. (2023). Peranan Notaris dalam Transaksi Bisnis dan Penanaman Modal. *Jurnal Rechtsvinding*, 12(2), 170.
- Friedman, L. M. (1975). *The Legal System: A Social Science Perspective*. Russell Sage

- Foundation.
- Hadjon, P. M. (2022). *Perlindungan Hukum Bagi Rakyat Indonesia*. Bina Ilmu.
- Harris, F., & Helena, L. (2022a). *Notaris Indonesia*. Pusat Studi Hukum dan Kebijakan Indonesia.
- Harris, F., & Helena, L. (2022b). *Notaris Indonesia*. Pusat Studi Hukum dan Kebijakan Indonesia.
- Herdanawati, I. (2024). Desentralisasi asimetris dalam mewujudkan kesejahteraan masyarakat pada daerah otonomi khusus Papua. *Jurnal Yustika: Media Hukum Dan Keadilan*, 27(1), 1–23. <https://doi.org/10.24123/yustika.v27i01.6198>
- HS, S., & Nurbani, E. S. (2023). *Penerapan Teori Hukum pada Penelitian Disertasi dan Tesis*. Rajawali Pers.
- Ibrahim, J. (2022). *Teori dan Metodologi Penelitian Hukum Normatif*. Bayumedia Publishing.
- Investasi/BKPM, K. (2024). *Laporan Kinerja Penanaman Modal Kawasan Timur Indonesia 2023-2024*. BKPM.
- Kamaluddin, S., Pongtuluran, R., & Juli, L. (2024). Revolusi birokrasi di Papua: menghadirkan pelayanan publik prima di tengah keterbatasan infrastruktur. *Indonesian Journal of Intellectual Publication*, 5(1), 27–37. <https://doi.org/10.51577/ijpublication.v5i1.581>
- Kelsen, H. (1967). *Pure Theory of Law* (M. Knight (ed.)). University of California Press.
- Kementerian Keuangan. (2025). *Penerimaan dalam Rangka Otonomi Khusus (Part One)*. Direktorat Jenderal Perimbangan Keuangan. <https://klc2.kemenkeu.go.id/kms/knowledge/penerimaan-dalam-rangka-otonomi-khusus-part-one-8fe0e0e8/detail/>
- Khairandy, R. (2022). *Hukum Kontrak Indonesia dalam Perspektif Perbandingan*. FH UII Press.
- Kie, T. T. (2021). *Studi Notariat dan Serba-Serbi Praktik Notaris* (Edisi Revisi). Ichtiar Baru Van Hoeve.
- Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek) (2001).
- Konsorsium Pembaruan Agraria. (2025). *Catatan Akhir Tahun 2024*. KPA.
- Lestari, K. F. (2025). Antara Kepastian dan Keadilan: Perspektif Hukum Islam terhadap Legalisasi Dokumen Asing dan Peran Notaris. *Tasyri': Journal of Islamic Law*, 4(1), 583–608. <https://doi.org/10.53038/tsyr.v4i1.419>
- Lumban Tobing, G. H. S. (2022). *Peraturan Jabatan Notaris*. Erlangga.
- Mahkamah Konstitusi. (2013). *Putusan Nomor 35/PUU-X/2012*.
- Marzuki, P. M. (2022). *Penelitian Hukum* (Edisi Revisi). Kencana Prenada Media Group.
- Mufida, A., Ramadhina, A. N., Puspitaningrum, D. F., & Umairroh, F. S. (2025). Polemik Pengakuan Tanah Ulayat dalam Hukum Nasional Masyarakat Adat di Papua. *Jurnal Humaniora Dan Sosial Sains*, 2(2), 189–193. <https://humaniorasains.id/jhss/article/view/93>
- Napitupulu, B. D. (2023). Problematika Investasi dan Kepastian Hukum di Tanah Papua: Studi Kasus Konflik Pertanahan dan Kontrak. *Jurnal Hukum Ius Quia Iustum*, 30(3), 595.
- Palenewen, J. Y. (2025). Issuance of Legally Defective Land Rights Certificates at the Jayapura City Land Office. *LAW & PASS: International Journal of Law, Public Administration and Social Studies*, 2(1), 12–23. <https://doi.org/10.47353/lawpass.v2i1.69>
- Papua, B. I. dan P. (2024). *Peta Investasi Provinsi Papua Tahun 2024*. Pemerintah Provinsi Papua.
- Papua, B. P. S. (2024). *Statistik Investasi Provinsi Papua 2023-2024*. BPS Papua.
- Peraturan Daerah Khusus Provinsi Papua Nomor 23 Tahun 2008 tentang Hak Ulayat Masyarakat Hukum Adat dan Hak Perorangan Warga Masyarakat Hukum Adat atas Tanah (2008).
- Peraturan Menteri Agraria dan Tata Ruang/Kepala Badan Pertanahan Nasional Nomor 14

- Tahun 2024 tentang Penyelenggaraan Administrasi Pertanahan dan Pendaftaran Tanah Hak Ulayat Masyarakat Hukum Adat (2024).
- Peraturan Pemerintah Nomor 28 Tahun 2025 tentang Penyelenggaraan Perizinan Berusaha Berbasis Risiko (2025).
- Peraturan Pemerintah Nomor 5 Tahun 2021 Tentang Penyelenggaraan Perizinan Berusaha Berbasis Risiko, 2021 (2021).
- Pranata, A. R. (2025). Akibat Hukum Akta Penegasan Notaris Yang Memuat Perjanjian Pinjam Nama (Nominee) Benda Bergerak. *Indonesian Notary*, 7(3), 3. <https://doi.org/10.21143/notary.vol7.no3.384>
- Purwaningsih, E. (2023). *Penegakan Hukum Kenotariatan dan Tanggung Jawab Notaris*. Mandar Maju.
- Putusan Nomor 1397 K/Pdt/2022 (2022).
- Putusan Nomor 23/Pdt.G/2023/PN.Jap (2023).
- RI, K. H. A. M. (2024). *Kajian Hak Masyarakat Adat Papua dalam Kerangka Investasi dan Pembangunan*. Komnas HAM.
- RI, M. K. (2010). *Putusan Nomor 3/PUU-VIII/2010*.
- Rizki, F. A. (2024). Tinjauan Politik Hukum Pembentukan Badan Khusus dalam Undang-Undang Otonomi Khusus Papua. *Ius Civile: Refleksi Penegakan Hukum Dan Keadilan*, 8(2), 78–90.
- Sakmaf, M. S., Handayani, I. G. A. K. R., Sumiarni, M. E., Paidi, Z. B., & Wamafma, F. (2026). Special Autonomy and Protection of Customary Land Rights in West Papua: Promise or Illusion? *Petita: Jurnal Kajian Ilmu Hukum Dan Syariah*, 11(1), 479–501. <https://doi.org/10.22373/petita.v11i1.1000>
- Sari, T. N. (2025). Public Legal Literacy and Ownership Certainty in Land Transactions in Yogyakarta: A Socio-Legal Case Study. *Saneskara: Journal of Social Studies*, 2(2), 74–85. <https://doi.org/10.62491/sjss.v2i2.2025.52>
- Sasongko, W. (2022). Urgensi Akta Autentik dalam Menjamin Kepastian Hukum Penanaman Modal. *Jurnal Ilmu Hukum*, 11(2), 205.
- Sesung, R. (2023). *Hukum dan Politik: Kajian Hukum Otonomi Khusus Papua*. Refika Aditama.
- Setiawan, M. D., & Babussalam, B. (2026). Perlindungan Hukum Atas Pemutusan Relasi Kerja dalam Gig Economy Menurut Teori Philipus M. Hadjon. *Journal Presumption of Law*, 8(1), 59–79. <https://doi.org/10.31949/jpl.v8i1.17501>
- Sinurat, D. F., & Silviana, A. (2025). Analisis Yuridis Peran dan Tanggung Jawab Notaris Terhadap Pembuatan Akta Pengikatan Jual Beli Tanah Adat Tanpa Ada Sertifikat Hak Milik. *Jurnal Ilmu Hukum, Humaniora Dan Politik (JIHHP)*, 5(3).
- Soekanto, S., & Mamudji, S. (2022). *Penelitian Hukum Normatif: Suatu Tinjauan Singkat*. Rajawali Pers.
- Syarofi, S. (2025). Perlindungan Hukum Notaris Dalam Organisasi Ikatan Notaris Indonesia (INI) Berdasarkan Pasal 17 Huruf E Undang-Undang Nomor 2 Tahun 2014 Tentang Jabatan Notaris. *Borneo Law Review*, 9(2), 123–139. <https://doi.org/10.35334/q2tff547>
- Tanuwijaya, J., & Adam, R. C. (2025). Legal Uncertainty of Foreign Investors Before Company Ratification in Indonesia. *Indonesian Journal of Law and Economics Review*, 20(4), 10–21070. <https://doi.org/10.21070/ijler.v20i4.1334>
- Tjoa, K. H. (2024). Kedudukan Hukum Akta Notaris dalam Kontrak Investasi di Wilayah Perbatasan. *Jurnal Hukum Dan Pembangunan*, 54(1), 82.
- Triana, A. R., Putri, A. A., Mar'atussholikhah, K., Sukma, V. S., Firdaus, F., & Hidayat, M. F. (2024). Kepastian hukum dalam penanaman modal investasi di kawasan ekonomi khusus dari perspektif investor. *Politika Progresif: Jurnal Hukum, Politik Dan Humaniora*, 1(3), 246–262. <https://doi.org/10.62383/progres.v1i3.551>

- Tribun Papua Tengah. (2026, July 5). *Momen HUT ke-118: Kuota Minim, Pengwil INI Gandeng Uncen Cetak Notaris Asli Papua*. <https://papatengah.tribunnews.com/papua/6309/momen-hut-ke-118-kuota-minim-pengwil-ini-gandeng-uncen-cetak-notaris-asli-papua>
- Udiana, I. M. (2021). *Rekonstruksi Kebijakan Penanaman Modal Asing dan Penanaman Modal Dalam Negeri*. Universitas Udayana.
- Undang-Undang Dasar Negara Republik Indonesia Tahun 1945.
- Undang-Undang Nomor 1 Tahun 2022 Tentang Hubungan Keuangan Antara Pemerintah Pusat Dan Pemerintahan Daerah, 2022 (2022).
- Undang-Undang Nomor 11 Tahun 2020 Tentang Cipta Kerja, 2020 (2020).
- Undang-Undang Nomor 12 Tahun 2011 tentang Pembentukan Peraturan Perundang-undangan (2011).
- Undang-Undang Nomor 14 Tahun 2022 tentang Pembentukan Provinsi Papua Selatan (2022).
- Undang-Undang Nomor 15 Tahun 2022 tentang Pembentukan Provinsi Papua Tengah (2022).
- Undang-Undang Nomor 16 Tahun 2022 tentang Pembentukan Provinsi Papua Pegunungan (2022).
- Undang-Undang Nomor 2 Tahun 2014 Tentang Perubahan Atas Undang-Undang Nomor 30 Tahun 2004 Tentang Jabatan Notaris, 2014 (2014).
- Undang-Undang Nomor 2 Tahun 2021 Tentang Perubahan Kedua Atas Undang-Undang Nomor 21 Tahun 2001 Tentang Otonomi Khusus Bagi Provinsi Papua (2021).
- Undang-Undang Nomor 21 Tahun 2001 tentang Otonomi Khusus bagi Provinsi Papua (2001).
- Undang-Undang Nomor 25 Tahun 2007 Tentang Penanaman Modal, 2007 (2007).
- Undang-Undang Nomor 29 Tahun 2022 tentang Pembentukan Provinsi Papua Barat Daya (2022).
- Undang-Undang Nomor 4 Tahun 1996 Tentang Hak Tanggungan Atas Tanah, 1996 (1996).
- Undang-Undang Nomor 40 Tahun 2007 Tentang Perseroan Terbatas, 2007 (2007).
- Undang-Undang Nomor 42 Tahun 1999 tentang Jaminan Fidusia (1999).
- Undang-Undang Nomor 5 Tahun 1960 tentang Peraturan Dasar Pokok-Pokok Agraria (1960).
- Undang-Undang Nomor 6 Tahun 2023 tentang Penetapan Peraturan Pemerintah Pengganti Undang-Undang Nomor 2 Tahun 2022 tentang Cipta Kerja menjadi Undang-Undang (2023).
- Warsito, L., & Dewi, P. M. (2025). Kontribusi Notaris dalam Mendukung Investasi Asing di Indonesia: Studi tentang Pembuatan Akta Otentik dalam Penanaman Modal Asing (PMA). *Justicia Journal*, 14(1), 88–100. <https://doi.org/10.32492/jj.v14i1.14106>
- Yuliana, Y. (2025). Reformasi Sistem OSS dan Perizinan Berusaha Peraturan Pemerintah (PP) Nomor 28 Tahun 2025 tentang Penyelenggaraan Perizinan Berusaha Berbasis Risiko untuk Meningkatkan Investasi Asing di Indonesia. *Media Hukum Indonesia (MHI)*, 3(4). <https://ojs.daarulhuda.or.id/index.php/MHI/article/view/2450>
- Zulaeha, M. (2023). E-Courts in Indonesia: Exploring the opportunities and challenges for justice and advancement to judicial efficiency. *International Journal of Criminal Justice Sciences*, 18(1), 183–194. <https://ijcjs.com/menu-script/index.php/ijcjs/article/view/617>