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Notary Responsibilities to the Status of Deed Changing on Board of Directors Structure to in Advised Limited Companies

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Abstract: ***This study aims to determine the responsibility of the Notary and to find out the legal consequences of the change deed of the Limited Liability Company related to the composition of the Company's Board of Directors which wasn't notified through the online legal entity administration system. The results of this study indicate that (1) the Notary can be held accountable and can be sued because of the unregistered changes in the Articles of Association of the Company in the administrative system of legal entities. The entire process of amending the articles of association starting from the making of the deed until the registration process in the legal entity administration system is carried out by a Notary, so that the Notary is fully responsible for not listing the deed of amendment of the Articles of Association of the Limited Liability Company to the legal entity administration system. The Notary must be accountable civilly in the form of reimbursement of costs or compensation. (2) The legal consequences of the deed of amendment of a Limited Liability Company related to the composition of the Company's Directors which aren't notified through the online legal entity administration system are a) causing stagnation in the development and growth of the Company marked by the amendment of the Company's articles of association and data of the Company, b) no notification by The Board of Directors doesn't result in the Board of Directors being not authorized to take care of the Company, but the new Board of Directors can't change the articles of association and data of the Company during the period of management, c) will cause the rights of shareholders to file a lawsuit against the old directors and new directors, d) will not raises the basis of the rights of the stakeholders to fight for their interests, and e) will create a basis for the rights of the third party (creditor) to sue the Company.***

Keywords: Changes in the Structure of the Board of Directors, Legal Entity Administration System, Limited Liability Company, Notary Responsibilities

1. Introduction

In this modern century economic practice there are very many companies in the form of Limited Liability Companies. Doing business by forming the Company is the most common business model for business on a large scale. So that it can be ascertained that the number of Limited Liability Companies in Indonesia far exceeds the number of other companies, such as Firms, Limited Company, Cooperatives, and others.[1]

Limited Liability Company is a partnership in the form of a legal entity, where the legal entity is called the "Company". According to Salim HS, Legal Entity is a collection of people who have a specific purpose, assets, rights and obligations, and organizations.[2] The Company is a legal entity which is a capital alliance, established based on an agreement, conducting business activities with authorized capital which is entirely divided into shares, and fulfilling the requirements stipulated by the laws and implementing regulations.[3] Business activities of the Company must be in accordance with the purposes and objectives of the establishment of the Company, and not in conflict with the laws and regulations, public order and/or decency.

In order to obtain a Ministerial Decree concerning the legalization of the Company's legal entity, according to Article 7 Paragraph (1) of Law Number 40 of 2007 concerning Limited Liability Companies stipulates that the Company is established by two or more persons with a notarial deed made in Indonesian. This provision confirms the principle that as a legal entity, the Company is established based on an agreement, because it must have more than one shareholder. Then the agreement must be made with a notarial deed, which means that the agreement on the establishment of the Company can't be made under hand, but must be made by a Notary.

To obtain a Ministerial Decree concerning the ratification of the Company's legal entity as referred to in Article 7 Paragraph (4), the founder jointly submits an application through an electronic legal system information technology services electronically to the Minister by filling in the form containing at least: name and place the position of the Company, the period of establishment of the Company, the purposes and objectives and business activities of the Company, the amount of authorized capital, issued capital and paid up capital, and the full address of the Company.[4]

Pursuant to Article 21 Paragraph (3) the Limited Liability Company Law stipulates that the founder doesn't submit his own application but the founder can only give the power of

[1]Hasbir Paserangi, Ibrahim Ahmad dan Liza Valda, *Hukum Perusahaan :Memahami Doktrin Piercing The Corporate Veil pada Perseroan Terbatas*, PT Raja Grafindo Persada, Jakarta, 2014, p. 10
[2]Salim HS, *Hukum Kontrak, Teori, dan Teknik Penyusunan Kontrak*, Sinar Grafika, Jakarta, 2003, p. 65.
[3]Article 1 Paragraph (1) of Law Number 40 of 2007 concerning Limited Liability Companies.
[4]Article 9 Paragraph (1) of Law Number 40 of 2007 concerning Limited Liability Companies.

attorney to the Notary. And it is also regulated in Article 21 Paragraph (4) that the amendment to the articles of association is contained and stated in the notary deed in Indonesian. So that to be able to register a legal entity and register changes to the Articles of Association of the Company can only be made by a Notary.

In the event that a Limited Liability Company through the General Meeting of Shareholders changes the articles of association, there is an obligation to obtain the Minister's approval for the amendment to the articles of association. Pursuant to Article 21 Paragraph (2) the Law on Limited Liability Companies is regulated regarding amendments to the Articles of Association of Limited Liability Companies which must obtain approval, namely as follows:

a) Changes to the name of the Company or the place of domicile of the Company,
b) Changes in the purposes and objectives and business activities of the Company,
c) Change in standing period,
d) Changes in the amount of authorized capital,
e) Reduction of issued or paid up capital,
f) Changes in the status of the Company from closed to open or vice versa

Amendments to the articles of association other than as referred to in Article 21 Paragraph (2) are sufficiently notified to the Minister. Other changes include changes in members of the Board of Directors. Changes in members of the Board of Directors include the appointment, replacement and dismissal of members of the Board of Directors, the old Board of Directors is obliged to notify the Minister of the changes to be recorded in the Company's list within thirty days from the date of the decision of the general meeting of shareholders.

The obligation to make notification to the Minister regarding changes in the composition of the Board of Directors is authorized by the Board of Directors to Notaries. The Notary makes a change deed relating to changes in the composition of the Board of Directors of the Company and the Notary also becomes the power of attorney in the matter of submitting the notification to the Minister in the process of registering the deed through the legal entity administration system. In this case the Board of Directors can't submit a notification request to the Minister alone, but the Board of Directors may authorize Notary because only the Notary has a username to log in to the home page/website of the legal entity administration system.

The failure to fulfill the obligation means that the request for approval or notification regarding the subsequent amendment of the articles of association submitted by the new Board of Directors will be rejected by the Minister. In fact, there is a Company whose next deed of change is registered in the legal entity's administrative system even though there is a previous amendment to changes in the composition of the unregistered Board of Directors, so if it is related to the facts it can be concluded that a statutory condition hasn't occurred effectively where the change deed is not registered in the administrative system of the legal entity can affect the authority of the new Board of Directors in acting on behalf of the Company and can influence the existence of the Company and the Notary can be held accountable for the notified change deed.

2. Method of the Research

The type of research conducted by researchers is normative legal research.[5] Normative legal research in question is determining the truth of coherence, between the existence of norms in the form of orders in the Limited Liability Company Law for Limited Liability Companies to notify the Minister of changes to the articles of association and/or changes to Limited Liability Company data, found in practice there is a Limited Liability Company who doesn't make a notification to the Minister regarding changes in the composition of the Director.

Legal research sources can be divided into 2 sources of legal material, namely primary legal materials and secondary legal materials. In this study, the author uses sources of legal material, namely: Primary legal material is a legal material that has binding legal force. The primary legal material that will be used in this writing consists of the Limited Liability Company Law, the Notary Position Act and the relevant laws and regulations that are related to this writing.

Secondary legal materials are materials that provide an explanation of primary legal materials, while secondary legal materials used by the author are:

a) Textbooks,
b) Research results relevant to this study include legal journals, and
c) Opinions from related legal experts.

Legal material collection techniques are intended to obtain legal material in research. The researcher conducted a search to find legal materials relevant to the issue at hand. In this study, researchers used legal materials collection techniques by means of a legislative approach and conceptual approach, so what researchers have to do is to look for legislation concerning or relating to the issue. And for the collection of materials, literature studies are also possible to conduct interviews with resource persons to confirm the review of legal issues faced.

3. Results and Discussion

3.1 Notary's Responsibility Against Deed of Limited Liability Company Related to the Composition of Directors Not Notified through the Online Legal Administration System

Notary as a general official carries out part of the function of the State, especially in providing services to the general public, especially making written and authentic evidence from legal actions made or held by the parties. This is a necessity because authentic deeds are born if made by or in the presence of a general official. Notary is a general official authorized to make an authentic deed and has other authority as referred to in the Notary Position Act, the deed is born

[5]Peter Mahmud Marzuki, *Penelitian Hukum* ,Kencana Prenadamedia Group, Jakarta, 2014, p. 56.

because of the involvement of the parties who are adhering to the Notary. Notary deed as an authentic deed has perfect evidentiary power, so that if a person or party evaluates or states that the deed is incorrect, then the person or party that evaluates or declares it must prove his judgment or statement according to the law.

There are several reasons the deed must be made authentically, that is:[6]

1) As a condition for declaring a legal act. In other words, the deed is an absolute requirement for the existence of a particular legal action, so that the absence of the deed doesn't mean that the legal act didn't occur,
2) As a proof of the will of the parties so that the agreement is made notarially.

The Limited Liability Company is made based on the agreement stated in the deed made before the Notary, the Notary deed is required as an absolute requirement. The deed can be in the form of deed of establishment along with the deed of changes in the Company which constitutes a genealogy or curriculum vitae of the Limited Liability Company. A Limited Liability Company that has become a legal entity, the amendment of its articles of association is determined by a general meeting of shareholders.

As described above, the articles of association are an integral part of the deed of establishment. In a Limited Liability Company other than the Limited Liability Company Act, the articles of association and other statutory regulations also apply, namely all laws and regulations relating to the existence and course of the Company. In making changes to the Articles of Association of the Company, must meet the requirements set by the law.

The role of a Notary is very much needed in company law because the Notary as an official has a role in the birth of a Limited Company and makes deeds in connection with the activities of the Company including changes in its articles of association which are expected to formulate the rules of the Company that don't conflict with law, decency and order general. The duty of the Notary is that if there is a party who comes to the Notary to establish a Limited Liability Company, the Notary will take the following actions:[7]

1) Accommodate all the wishes of the parties including the agreements submitted by each party who wish to cooperate,
2) Providing legal advice and counseling to the parties regarding the conditions and steps that must be taken by the parties in the establishment of a Limited Liability Company, or in the amendment to the articles of association.

With the development of informatics now the Ministry of Law and Human Rights of the Republic of Indonesia has developed in the Legal Entity Administration System. In this system the Notary can first see the shareholders in a company before a deed of amendment to the Articles of Association of the Company will be made by the Notary concerned. Notary can check the latest data on a deed online, before a new deed is made.

Amendments to the Articles of Association of the Limited Liability Company must be made based on the decision of the General Meeting of Shareholders or the Extraordinary General Meeting of Shareholders and all the changes are stated in a minutes of meeting made by a Notary or minutes of meeting under hand or circular.[8]

Based on the provisions of Article 19 and Article 21 Paragraph (4) of the Limited Liability Company Law, the amendment to the articles of association must be determined by a general meeting of shareholders and must be stated in the Notary deed. General meeting of shareholders regarding amendments to the articles of association can be done in two ways, namely:[9]

1) General meeting of shareholders with the presence of a Notary: A general meeting of shareholders held before a Notary is included in the minutes of the meeting which are official deeds, namely the deed made by the Notary as a public official. As stipulated in the provisions of Article 90 Paragraph (1) of the Limited Liability Company Law that every holding of a general meeting of shareholders, the minutes of general meeting of shareholders must be made and signed by the chairman of the meeting and at least one shareholder appointed from and by the meeting participants general shareholders.
2) Shareholders general meeting without the presence of a notary: The general meeting of shareholders regarding the amendment to the articles of association carried out without the presence of a Notary is a general meeting of shareholders under the hand. This is said to be because the minutes of the general meeting of shareholders amending the Articles of Association of the Company are made under hand, which is contained in minutes of meetings made by parties appointed or authorized to make minutes of the Company's meetings, for example Directors or Legal Staff of the Company that.

In addition, statutory provisions stipulate that a general meeting of shareholders can be conducted outside the general meeting of shareholders, in this case the decision making is carried out without a physical meeting of shareholders physically, but the decision is taken by sending a written proposal to all holders. the shares and proposals are approved in writing by the shareholders. Decision making outside of the general meeting of shareholders in practice is known as the proposed circular (circular resolution), hereinafter referred to as circular. Minutes of meeting made under the hand or circular must be stated in the Notarial deed within 30 (thirty) days at the latest from the date of the decision of the general meeting of shareholders, in the form of the Deed of Meeting Resolutions, which is the deed of the parties.

[6]Amalia. Thesis: The Role of a Notary in the Process of Changing the Articles of Association of a Limited Liability Company, (Depok: University of Indonesia, Faculty of Law, Notary Magister Program 2009), p. 49.
[7]Amalia. *Op.Cit.*, p. 51-52.
[8]Amalia, *Op.Cit*, p. 54
[9]*Ibid*, p. 36.

Based on the minutes of the meeting under hand or circular, then the power of attorney of the Company will face the Notary to submit the results of the decisions of the general meeting of shareholders in a deed of the Meeting Decision Statement. Amendments to the articles of association which aren't included in the minutes of the minutes of the meeting made by the Notary must be stated in the Notarial deed or Meeting Decision Statement no later than 30 (thirty) days from the date of the decision of the general meeting of shareholders. If the minutes of the meeting under the hand have passed the 30 (thirty) day deadline, it can't be stated in the Notary deed.[10]

The Deed of Resolutions of Meeting Resolutions that have been made by a Notary, then the application for approval or notification to the Minister is submitted through the legal entity administration system. The application is submitted to the Minister no later than 30 (thirty) days from the date of the Notarial deed or deed of the Meeting Decision Statement. Application for approval or notification of amendments to articles of association and amendments to certain Company data submitted through the legal entity's administrative system must be done by filling in the Change Format with information about supporting documents. Supporting document in the form of an electronic statement regarding a complete amendment to the articles of association.[11]

Notification of changes in the Company's data is also sufficiently notified to the Minister. The changes included in the Company's data are as follows :[12]

1) Changes in the composition of shareholders due to the transfer of shares and/or changes in the number of shares owned,
2) Change the name of the shareholder because the shareholders change their name,
3) Changes in the composition of names and positions of members of the Board of Directors and / or Board of Commissioners,
4) Full change of address of the Company,
5) Dissolution of the Company or the expiration of the Company due to the expiration of the period,
6) The termination of the legal entity status of the Company after the Liquidator or Curator's accountability has been received by the general meeting of shareholders, the Court, or the Supervisory Judge, and
7) Merger, consolidation, takeover and separation which is not accompanied by amendments to the articles of association.

Application for notification of changes to certain Company data submitted through the legal entity administration system must be done by filling in the Change Format with information about supporting documents.[13] Supporting document in the form of an electronic statement regarding the complete data change document of the Company.[14]

Amendments to certain articles of association take effect from the date of issuance of the Ministerial Decree concerning approval of amendments to the articles of association.[15] While changes to the articles of association other than certain will come into effect from the date of issuance of the letter of receipt of notification of amendments to the articles of association by the Minister.[16] Ministerial Decree and/or notification letter of receipt is a product of the legal entity administrative system database that has been electronically signed by the official, in this case the Director General of General Legal Administration representing the Minister of Law and Human Rights of the Republic of Indonesia whose printing has used electronic applications. The Notary can directly print the Ministerial Decree himself.[17] Printing itself the Minister's decision is one of the cyber notary implementation,[18] a concept that utilizes technological progress in carrying out the duties and authority of a Notary.

The entire registration process in the legal entity administration system must be submitted by the applicant. The applicant is the joint founder or the Board of Directors of the Company that has obtained legal entity status or the Liquidator The Company is dissolved or the bankrupt Company Curator who authorizes the Notary to submit an application through the legal entity administration system.[19] Based on this, it means that the founders, Directors, Liquidators, and Curators can only give power to the Notary, so that all matters relating to the administrative system of the legal entity can only be accessed by Notaries.

In practice there are several companies whose deed of amendment to their articles of association is not registered with the legal entity administration system. Many factors often become obstacles in the process of not registering the deed of amendment to the articles of association of a Company.

According to the author, in this case the Notary can be held accountable and can also be sued because of the unregistered changes in the Company's articles of association in the legal entity administrative system. The entire process of amending the articles of association starting from the making of the deed until the registration process in the legal entity administration system is carried out by a Notary, so that the Notary is fully responsible for not listing the deed of amendment of the Articles of Association of the Limited Liability Company to the legal entity administration system.

[10]Article 21 Paragraph (6) of Law Number 40 of 2007 concerning Limited Liability Companies.
[11]Minister of Law and Human Rights Regulation Number 4 of 2014 Article 23 Paragraph (2) and Article 25 Paragraph (2).
[12]Minister of Law and Human Rights Regulation Number 4 of 2014 Article 27 Paragraph (3)
[13]Minister of Law and Human Rights Regulation Number 4 of 2014 Article 28 Paragraph (1)
[14]Minister of Law and Human Rights Regulation Number 4 of 2014 Article 28 Paragraph (2)
[15]Article 23 Paragraph (1) of Law Number 40 of 2007 concerning Limited Liability Companies.
[16]Article 23 Paragraph (2) of Law Number 40 of 2007 concerning Limited Liability Companies.
[17]Minister of Law and Human Rights Regulation Number 4 of 2014 Article 15 Paragraph (3).
[18]Article 15 Paragraph (3) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2014 concerning Notary Position.
[19]Minister of Law and Human Rights Regulation Number 4 of 2014 Article 1 Paragraph (4).

The Notary can be prosecuted for any losses suffered by the Company if it turns out that the Notary is negligent to make a notification regarding changes in the composition of the Board of Directors by not registering the amendment deed made in the legal entity administration system.

The responsibility of the Notary regarding this matter can be in the form of a civil liability account against the deed he made and the obligation that was authorized to the Notary to register the deed of change in the administrative system of the legal entity. Notary as a general official authorized to make authentic deed, if there is a mistake either intentionally or unintentionally causing a loss, meaning that the Notary has committed a violation of the law. An act is categorized as unlawful if the act is:[20]

a) Violate the rights of others;
b) Contrary to the rule of law;
c) Contrary to decency;
d) Contrary to propriety in paying attention to the self-interest and property of others in the daily life relationship.

If the Notary commits an unlawful act and the mistake of the Notary can be proven, the Notary may be subject to sanctions in the form of compensation, as stipulated in Article 84 of the Notary Position Act. (Burgerlijk Wetboek) in Article 1365, which affirms that, "every act that violates the law, which brings loss to another person, obliges the person who because of the wrong to issue the loss, compensates for the loss."

So that if the Company or a third party who feels aggrieved due to the negligence of a Notary who doesn't make a notification regarding changes in the composition of the Board of Directors so that the new Directors don't have the authority and cause harm to the Company, the Notary must take civil liability in the form of reimbursement of costs or compensation. However, before being sanctioned by the Notary, it must be proven to have committed an unlawful act and proven to cause harm to the parties or parties.

3.2 Legal consequences of the Deed of Amendment of Limited Company Related to the Composition of Company Directors Not Notified through the Online Legal Entity Administration System

Based on Article 21 of the Limited Liability Company Law, not all amendments to the articles of association require Ministerial approval. In Paragraph (2) of the Limited Liability Company Law, the agreement is required only in relation to the following: :[21]

1) Name of the Company and/or place of domicile of the Company,
2) The aims and objectives of the Company and the Company's business activities,
3) Term of establishment of the Company,
4) The amount of authorized capital,
5) Management of issued and paid-up capital, and/or
6) The status of a closed company becomes a public company or vice versa,

Apart from what was described above and matters relating to changes in the Company's data, based on Paragraph (3) of the Limited Liability Company Act, it is sufficient to notify the Minister, including changes in the members of the Board of Directors.

In the case of the replacement and appointment of the Board of Directors through a general meeting of shareholders, the decision of the general meeting of shareholders also stipulates when the appointment takes place.[22] If the general meeting of shareholders doesn't specify when the appointment of the Board of Directors comes into effect, then the decision of the general meeting of shareholders shall come into force as of the closing of the general meeting of shareholders.[23]

Appointment, replacement and dismissal of members of the Board of Directors, the Board of Directors is obliged to notify the changes to the Minister through a general meeting of shareholders to be recorded in the Company's list within 30 (thirty) days from the date of the decision of the general meeting of shareholders.[24] The non-implementation of these obligations results in a refusal by the Minister of any request or notification made by the Board of Directors that hasn't been registered or is not registered in the Company's list. The legal consequences of the non-notification by the Board of Directors resulted in the recognition of the existence and actions of the Company from the new Directors in carrying out administrative actions to the Government related to changes in the articles of association and data of the Company. In other words, based on the law, to carry out administrative actions related to changes in the articles of association and data of the Company are the old Directors. This means that it will cause stagnation in the development and growth of the Company because there is no change in the articles of association and data of a Company, which in a larger scheme will also affect the economy and business climate in Indonesia.

It can be concluded, that the failure of the previous (replaced) and the new Directors' notification obligations didn't result in the collective responsibility of the old Board of Directors and the new Board of Directors for losses which then arise due to the stagnation of the Company's development. This also indirectly impacts the Company's profits. In this context, the most disadvantaged are shareholders. The loss or loss of profits that should be obtained by shareholders results in the right of the shareholders to sue the Directors directly for personal losses, or on behalf of the Company.

Unlike shareholders, the relationship between stakeholders and the Company is not a relationship that has a direct impact on a loss or loss of profits of the Company. The relationship that arises between the Company and its employees is contractual relations. This shows that as long as the Company

[20] M. Nur Rasaid,*Hukum Acara Perdata*,Sinar Grafika, Jakarta, 2005, p. 35.
[21]Rudhi Prasetya, *Op.Cit*, hlm. 111.
[22]Article 94 Paragraph (5) of Law Number 40 of 2007 concerning Limited Liability Companies.
[23]Article 94 Paragraph (6) of Law Number 40 of 2007 concerning Limited Liability Companies.
[24]Article 94 Paragraph (7) of Law Number 40 of 2007 concerning Limited Liability Companies.

continues to fulfill its obligations under the contract, no employee interest arises (based on the right to sue) on the stagnation of the Company's development to provide fixed payments to workers.

Another legal consequence of the failure to implement the notification obligation by the Board of Directors is the authority of the new Board of Directors in managing the Company and acting for and on behalf of the Company.

According to the Agency's doctrine, the authority of the Board of Directors to manage the Company arises when the Directors are appointed by the shareholders as the only organ that has the right to elect the Directors in a contractual relationship. So, the basic perfection of the right to manage the Company is when someone is appointed by the shareholders as the Board of Directors. This shows that universally applicable corporate law is subject to the private law regime, where the State must not intervene in agreements that aren't in conflict with the law.[25]

The connection with the absence of administrative obligations notifying the Minister doesn't result in the Board of Directors being incompetent in managing the Company. This can happen because, the Law on Limited Liability Companies doesn't stipulate that sanctions for not being made aware of the Board of Directors result in the new Board of Directors being not authorized to take care of the Company. Directors chosen by shareholders in a contractual relationship may not be declared not authorized to take care of the Company simply because they don't carry out administrative actions to the Government. This contractual relationship is related to accountability where the Board of Directors is exempt from liability with third parties because the Company is a legal entity responsible for contracts made by the Board of Directors on behalf of the Company.

Changes in members of the Board of Directors have two effective sides, namely:[26]

1) Internally, effective from the date of decision of the general meeting of shareholders is taken, unless the general meeting of shareholders determines clearly when to start effective,
2) Externally, since the notification is "received" and "recorded" in the Register of Companies by the Minister.

The agreement on the new Board of Directors that doesn't notify their appointment to the Minister with third parties is legal and binding for the Company. Problems arise when the relationship with the third party (creditor) is related to the cooperation regarding the development of the Company which requires changes in the articles of association and data of the Company. This certainly causes the Company to default with third parties (creditors), because the amendments to the articles of association can't be made. This will certainly create a basis for the rights of third parties (creditors) to sue the Company. In this case, the Board of Directors must be personally responsible and jointly liable for the loss of the third party (creditor), due to the failure of the agreement.

Notification of changes in members of the Board of Directors to the Minister is the obligation of the old Directors to be replaced and the newly appointed Board of Directors, and can be authorized to the Notary, in the form of two separate notices. First, notification by the old Board of Directors of changes in members of the Board of Directors. Second, notification by the new Board of Directors of his own appointment. The absence of this obligation is a form of breach of fiduciary duty for the old Directors and new Directors and is a violation of the power of attorney agreement by the Notary, if the notification obligation is authorized to the Notary. In this case, the Notary can also be withdrawn as a party who is also responsible if a legal consequence arises for the new Board of Directors who doesn't notify the Minister.

4. Conclusions

The responsibility of the Notary for the deed of amendment to the Limited Liability Company related to the composition of the Board of Directors which is not notified through the online Legal Entity Administration System, is that the Notary can be held accountable and can be sued because of the unregistered changes in the Company's articles of association in the legal entity administration system. The entire process of amending the articles of association starting from the making of the deed until the registration process in the legal entity administration system is carried out by a Notary, so that the Notary is fully responsible for not listing the deed of amendment of the Articles of Association of the Limited Liability Company to the legal entity administration system. The Notary must take civil liability, namely in the form of reimbursement of costs or compensation.

The legal consequences of the deed of change of the Limited Liability Company related to the composition of the Company's Board of Directors that aren't notified through the online Legal Entity Administration System are a) causing the growth and growth stagnation of the Company marked by the Company's articles of association and data of the Company unchanged, b) no notice by the Board of Directors, no resulting in the Board of Directors being not authorized to take care of the Company, but the new Board of Directors is unable to make changes to the articles of association and data of the Company during the period of management, c) will cause the rights of shareholders to file a lawsuit against the old Directors and new Directors, d) will not cause a basis the right of stakeholders to fight for their interests, and e) will create a basis for the rights of third parties (creditors) to sue the Company.

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[25] *Ibid*, p. 97
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