

THE CONCEPT OF IMPLEMENTATION CREDIT AGREEMENTS THROUGH ONLINE MEDIA IN LEGAL PERSPECTIVE

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ABSTRACT

The Indonesian state's philosophical foundation is Pancasila (Five principles) and The 1945 Constitution which guarantees and provides legal protection for all Indonesian people. The provision of credit to debtors is contained in a credit agreement with a legal basis that still refers to Article 1320 of the Civil Code. Credit Agreement in banking is a standard agreement or standard with clauses determined by the bank. Legal subjects are creditors and debtors, namely individuals, business entities and legal entities. The notary has the authority to make an authentic deed for the parties who need it in terms of proof. There are two legal powers of proof in an authentic deed, namely formal and material. The granting of credit between the creditor (bank) and the debtor will be stated in the deed. The process of binding credit or implementing a credit agreement at a bank will require the services of a Notary and Land Deed Maker (PPAT) in binding debtor credit guarantees which will be adjusted to the provisions of each bank in the bank's operational standards for each credit facility and credit limit given to individual debtors, business entities and legal entities. The terms of implementing the credit agreement have not regulated offline media or online media and how the protection is provided to banks and debtors if the credit agreement is made online and the role of the Notary/PPAT as a general official in supporting the online credit agreement implementation process.

Keywords: Credit Agreement, Bank, Debtor, Notary/PPAT, Online Media

INTRODUCTION

Indonesia guarantees and provides legal protection for all Indonesian people. The provision of credit to debtors is contained in a credit agreement with a legal basis that still refers to Article 1320 of the Civil Code. A bank credit agreement is a standard or standard agreement whose clause formulation is determined by the bank. Legal subjects are creditors, namely creditors and debtors, namely individuals, business entities and legal entities.

A credit agreement or credit agreement will occur if the debtor has given approval in the offer of credit facilities provided by the creditor as stated in the Credit Offering Letter which requires provisions for credit facilities, underhand or notarial credit binding and collateral binding with the imposition of mortgage, fiduciary or mortgages and others. Then the bank will prepare a schedule for signing the credit agreement and collateral/guarantee.

In order to guarantee banks and debtors in the process of notarizing credit, the Notary/PPAT will make a deed of credit agreement and a deed of binding collateral/guarantee which refers to the standard bank credit agreement and enter into a credit agreement at the bank office to facilitate the parties to be present in person in front of the bank. Notary/PPAT. However, if the bank only requires the provisions for binding credit by private deed while the collateral/guarantee is only in the form of proof of delivery of the collateral/guarantee in accordance with the provisions of each bank, then the bank's internal party is appointed as a legal or authorized employee in accordance with the bank's internal job desk. It will carry out credit binding or direct credit agreements with debtors and bank officials.

In the implementation of the credit agreement, the Notary/PPAT will read directly the deed of credit agreement and the deed of binding the collateral/guarantee in front of the parties, namely the Bank and the Debtor. Technically, the position or place of implementation of the credit agreement is carried out at the local bank office to support the continuation of the process after the implementation of the credit agreement, namely the creditor and debtor will receive rights and carry out obligations in accordance with the contents of the credit agreement that has been outlined and signed on the credit agreement deed and collateral binding deed/ a guarantee made in a notarial deed or a private deed.

The challenges faced by banks, Notaries/PPAT and debtors during the Covid-19 pandemic as well as supporting the 4.0 digitalization-based era which has changed normal habits into new normals need immediate special attention from the government in order to continue to support the running of the country's economy and the survival of the community at large.

In order to support the government's program that has been running until now in the provision of FLPP housing (Housing Financing Liquidity Facility) and banks are one of the parties involved in helping to realize the provision of FLPP housing facilities through the provision of new home ownership loans according to FLPP housing standards, banks are also facing challenges. an extraordinary challenge in the midst of the covid-19 pandemic to be able to distribute FLPP new home ownership loans. Although prospective debtors are still enthusiastic about getting FLPP home ownership facilities, one of the obstacles is in the process of binding credit or credit agreements in bulk.

Based on the explanation above, the author wants to conduct a research on the concept of implementation a valid credit agreement through online media involving Creditors, Debtors, Notaries / PPAT in a bank so that the parties who act are protected by law. The author's interest in conducting research is stated with the title "The Concept of Implementation Credit Agreements Through Online Media in a Legal Perspective."

CONCEPTUAL FRAMEWORK

In obtaining literature, the author uses the preparation and discussion of problems. The author uses the Normative Juridical Method, namely analyzing the problem by reviewing library materials with the discussion under study.

DISCUSSION

A. Setting On Procedures for Implementing Credit Agreements Through Online In Positive Law

The definition of credit comes from the Roman *credere* which means to believe or *credo* or *creditum* which means I believe. A person who receives credit is someone who is trusted by the creditor. An agreement or contract is an attempt by humans to fulfill various interests in fulfilling commitments. Classical contract law uses the will theory which involves obligations imposed on the parties.

Agreements in the Civil Code part one to part four. The common law system is an encounter of reason, which is the existence of an opinion or determination of purpose.

If the legal conditions of an agreement have been fulfilled, then the agreement has the same legal force as the force of a law. The regulation and understanding of a credit agreement is not specifically stated in the law but the law has not been regulated in detail about the form of approval of the credit.

Furthermore, credit agreements in banking still require more attention from the bank itself because it is the basis of the contractual relationship for the parties. From the credit agreement, it can be found about the granting, management, or administration of the credit itself. In direct implementation, each bank has a standard credit agreement whose contents have been prepared in advance (standard form). This draft is read out or given to know the contents and approved even though it will seem not to give an offer of the contents of the conditions given by the creditor which is called the standard agreement.

The formation of a law contains several principles, for example the principle which means that there are special provisions that override general provisions, the principle which means that there are rules whose position takes precedence over other rules. In particular, the provisions or laws governing credit agreements or signing credit agreements are regulated in the Banking Law. More specifically, regarding credit agreements, it is stated in the OJK Regulation which states that credit or financing facilities that have been approved by the bank must be stated in a written Credit or Financing Agreement (Credit or Financing Agreement). Each credit or financing contained in the credit agreement will be stated in a private deed or notarial deed in accordance with the Standard Operating Procedures (SOP) for bank loans which are generally adjusted to the credit limit, type of credit and guarantees provided by the debtor. In the current technological developments in the world of legal banking, which is based on the work method of a Notary, it is known as a cybernotary. The existence of the term cybernotary which is currently well known in Anglo Saxon countries provides an understanding that the use or use of information technology in terms of notaries carrying out their duties and authorities. This is done to make it easier or faster in terms of the Notary carrying out his duties and authority to make an authentic deed regarding all actions or agreements or provisions in accordance with the law or everything that is desired by the interested parties contained in the authentic deed In article 1 number 5 of the Law on Electronic Information and Transactions (UU ITE) it is stated that electronic signatures are electronic information that is attached.

B. Legal Protection for Creditors and Debtors in the FLPP Credit Segment Credit Agreement through Online Media

Various kinds of bank credit products that are distributed to the public. Some are consumptive and productive. One of the consumptive loans is housing ownership loans. Mortgage facilities are part of the credit facilities provided directly to debtors or

consumers within the wider community. This credit is directly addressed to consumers which is called consumer credit.

In the implementation in the banking world, for the allocation of mortgages, banks will carry out many partnerships with developers. In this case, banks and developers will offer their respective products through their marketing fields. The FLPP KPR credit is part of the Primary KPR with the applicable requirements and rules in accordance with the criteria determined by the Government. The FLPP KPR was inaugurated and implemented by the Government since July 1, 2010 but in fact it has been effectively implemented since October 15, 2011. The scope of housing finance to be provided by the FLPP fund consists of financing for the construction and ownership of prosperous houses, both landed houses and flats.

When entering into a credit agreement with offline media or directly, it is the same as if it is done with online media, one must understand the function of the credit agreement in its distribution, management and administration of the procedure as evidence regarding the description of rights and obligations and as a tool for monitoring credit. In general, as stated in the credit agreement that applies to commercial banks, there is no provision that seems as if there is no protection for debtors. Prior to negotiations, even in the process of signing the credit agreement, the bank has provided legal requirements.

Legal protection for debtors for all credit segments with the type of collateral in the form of land and everything on it, in this case the building of houses without exception, for every bank product, is the same. The only difference is the type of credit. In FLPP Mortgage Loans, the collateral or collateral is land and buildings (FLPP houses) purchased by the debtor, all of which will be stated in the credit agreement. The guarantee rights granted to creditors are in accordance with the guarantee rights based on the Basic Agrarian Law which states that there is a strong guarantee rights institution and can be imposed on land rights, namely mortgage rights. With the promulgation of this law, if the debtor defaults, the creditor will be protected. The existence of a clause that is more detrimental to the debtor is the omission of the prohibition against the inclusion of certain clauses in the credit agreement which states the terms of the agreement of the parties as stated in the agreement as a condition that binds the agreement and will applies as a provision or law for the parties to the agreed agreement.

Legal protection for debtors for all credit segments with the type of collateral in the form of land and everything on it, in this case the building of houses without exception, for every bank product is the same. The only difference is the type of credit just as banks provide new credit facilities for FLPP mortgages to debtors as stated in the credit agreement. The basis of a valid agreement is in accordance with article 1320 of the Civil Code and in the event of a default, both creditor and debtor.

C. The Role of Notaries and PPATs in the Implementation of Credit Agreements Through Online Media

A notary is a public official who is obliged to make an authentic deed and is responsible for his duties, namely the material truth of the deed he made. Regarding a material responsibility for a deed that has been made by a notary, it is necessary to get a clear confirmation of the authority of a notary to make an authentic deed, which does not mean that notaries will freely comply with the wishes of the notary unilaterally but in making the

authentic deed it must be with the wishes of the notary. party. The deed is in the interest of the parties, not the desire of the notary. Therefore, if a conflict occurs in the future, those who are responsible are those who promise, and the notary does not have any relationship in the notarial deed made before him and the notary is completely outside of those who are the parties. Based on the provisions in UUJN, only the Minister of Law and Human Rights has the authority to appoint and remove Notaries.

Notaries as public officials in implementing credit agreements either directly or online concepts are the same and must follow the following provisions, namely:

- (1) Must comply with the provisions of the authentic deed.
- (2) The deed must be read by a notary and may not be represented by anyone,
- (3) The files used must be complete before the deed is made
- (4) The notary is obliged to explain information about what deed will be made.

The deed of each PPAT is a deed made by the PPAT as evidence that certain legal actions have been carried out regarding land rights or Property Rights on Flat Units. In the Regulation of the Position of the Land Deed Making Official, it is stated that the PPAT is a public official authorized to make authentic deeds. The number and types of deed under the authority of PPAT have been regulated in a Government Regulation concerning PPAT. PPAT also states that PPAT is obliged to register land by making a deed as evidence that certain legal actions have been taken regarding land rights or Ownership Rights to Flat Units, which will be used as the basis for registering changes in land registration data resulting from the legal act.

PPAT has the authority to make an authentic deed related to the deed:

- (1) Deed of sale and purchase,
- (2) Deed of exchange,
- (3) Deed of grant,
- (4) Deed of entry into the company,
- (5) Deed of sharing of joint rights,
- (6) The deed of granting the right to use the building/right to use the land with the right of ownership,
- (7) Deed of granting mortgage and
- (8) The power of attorney imposes mortgage rights.

In practice in banking, the role of PPAT is at numbers 7 and 8 in making APHT and SKHMT. This relates to credit agreements and guarantee agreements to bind land collateral and those on the land, namely the FLPP KPR House purchased by the Debtor. PPAT will make a deed of granting mortgage and register it with the local National Land Agency in accordance with the location of the object of coverage in the form of FLPP housing purchased by the debtor through a credit facility at the bank. In making the PPAT deed, to protect the truth of the data, so that there is no repair/deletion/replacement/addition (renvoi). The words/phrases/sentences in the form provided are only used as necessary. If there is a word/phrase/sentence error, the deed signatories will write it off and initialize it. And if there are additional words/phrases/sentences on the form, a blank sheet of the deed will be given with initials by the parties. The sheet must include the deed number on the page which is added and then initialed by the parties.

CONCLUSIONS

From the results of studies from various sources and data analysis, it can be concluded as follows:

1. The arrangements formulated and an understanding of the credit agreement have not been specifically stated in the legislation. However, in the Law on Banking, it is stated that the provision of credit must be in accordance with the loan agreement between the bank and other parties. The law does not explain in more detail the form of the agreement. There is no legal umbrella that stipulates that the implementation of credit agreements only uses offline media or directly. The existence of a Notary work method, namely a cybernotary in the use and use of information technology in the duties and obligations of a notary.
2. Legal protection for debtors and creditors for all credit segments with collateral in the form of land objects and everything on it without exception from every bank product is the same. The only difference is the type of credit. Just as banks provide new credit facilities for FLPP mortgages to debtors as stated in the credit agreement. The basis of a valid agreement is in accordance with article 1320 of the Civil Code and in the event of a default, both creditor and debtor.
3. The roles of Notaries and PPATs according to their positions in the implementation of credit agreements either directly or in online concepts are the same, including in reading the deed, ensuring that the parties facing are the appropriate parties and those who are entitled to signing the credit agreement and ensuring all the terms of the agreement has been fulfilled.

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