



The Notary's Position in Making Credit Agreements for the Provision of Credit Facilities by Banks (Study of Batam Court Decision Number 36/Pdt. G/2021/PN Btm)

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ABSTRACT

In the midst of globalization and rapid economic growth. In an increasingly competitive business environment, business actors must continue to strengthen capital and business financing, and one method commonly used is through credit loans from financial institutions, such as banks. The role of banks and financial institutions as providers of capital has important implications in supporting economic growth and corporate activity. They act as intermediaries between public funds and borrowers, and participate in the implementation of national development, which involves economic equality, economic growth and national stability. In the legal context, credit agreements have a very important meaning in regulating the relationship between creditors (banks) and debtors (borrowers). The role of the Notary as a public official in drafting credit agreement deeds is to ensure that the agreement complies with legal provisions, applies fairly to all parties involved, However, the problems in credit agreements arise Batam District Court Decision Case Number 36/Pdt.G/2021/PN Btm discusses a situation where credit guarantees in the form of land certificates face serious obstacles. The cause was an internal blockade carried out by the National Land Agency, which resulted in the Notary being unable to bind the guarantee with a mortgage right. Through this case study, this article provides valuable insight into legal issues that may arise in banking credit practices in Indonesia

INTRODUCTION

With increasing development in welcoming the era globalization, causing an increase in business actors, business actors competing to prepare their business by strengthening their business base, one of them By increasing business financing, one way that can be done is by carry out credit loans from banks and/or other financing institutions, Bank functions and financial institutions, namely as a source of capital to support business activities and economic activities in general. Without sufficient funding, the company's activities will slow down or even stop, in other words, the greater the capital required the greater the credit funds needed. Banks always aim to generate profits from the companies they operate in; alternatively, as financial institutions, banks have a basic duty to maintain the stability of their business. This matter occurs when two bank functions cannot be separated. In the provisions of Law Number 10 of 1998 concerning Banking articles 3 and 4 (hereinafter referred to as the Law Banking) states the functions and objectives of Indonesian banking, namely: By increasing business financing, one way that can be done is by carry out credit loans from banks and/or other financing institutions, Bank functions and financial institutions, namely as a source of capital to support business activities and economic activities in general. Without sufficient funding, the company's activities will slow down or even stop, in other words, the greater the capital required the greater the credit funds needed. Banks always aim to generate profits from the companies they operate in; alternatively, as financial institutions, banks have a basic duty to maintain the stability of their business. This matter occurs when two bank functions cannot be separated. In the provisions of Law Number 10 of 1998 concerning Banking articles 3 and 4 (hereinafter referred to as the Law Banking) states the functions and objectives of Indonesian banking, namely:1

1. The main function of Indonesian banking is as a collector and distributor of funds public.
2. Indonesian banking aims to support the implementation of national development in order to increase equality, economic growth and national stability towards improving the welfare of the people at large, which is one of them providing credit to the community.

The state at the economic level will defend the interests of society, one of which is by supporting existing economic activities in society, in this case The government and even banking institutions are obliged to guarantee national stability, with have good anticipation, namely by paying attention to the existence of collateral as one of the "Five C's of Credit" in addition to Character, Circumstances or Economic Ability (Condition of Economy), Capital (Capital), Candidate Capacity Debtor (Capacity) and also the debtor's business prospects, which need to be considered by the Bank as creditors who provide credit facilities to the public.

Credit In the provisions of Law no. 10 of 1998 article 1 number 11 namely: "Credit is the provision of money or bills that can be equated with it based on an agreement or loan agreement between the Bank and another party which 1 Indonesia 1, Op. Cit, pasal 3 dan 4. Requires the borrower to pay off the debt after

a certain period of time giving interest.”, Bank credit is the main activity in banking, along with economic growth, bank credit is one of the banking activities obtain the largest income from fees and interest, Credit as a bank business activity has the scope stated in the General Explanation of the Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking (“Banking Law”) and explains that what is meant by bank is “Agency a business that collects funds from the public in the form of savings and distributes them to the community in the form of credit and/or other forms in order improve the standard of living of many people.”² A credit agreement is required crediting creditors which is useful as legal protection as well legal certainty for the parties to carry out or implement something specified in the agreement. These can take the form of mortgage, pledge and fiduciary rights. ³ The credit agreement can be made in writing using either a private deed or an authentic notary deed.⁴ However, please note that the credit agreement signed by a Notary provides more legal certainty and legal protection, The credit agreement itself is a debt and receivables agreement that requires the debtor to pay off the debt by paying interest after a certain time as specified agreed and promised, some of which are stated in Article 1 Number 11 of the Banking Law, The legislators can be said to make it free for anyone if they want carry out or make an agreement with anyone.

In providing credit to customers, the Bank requires a guarantee or collateral, this is done as a form of credit security or protection in banking practices.⁶ in this case the bank or creditor can carry out execution against collateral objects given by the debtor as collateral if the debtor cannot fulfill its obligations in credit payments, the value of the collateral must have an estimated value that is higher than the principal amount of interest who do not make payments.⁷ In general, before an item can be recognized as credit collateral for material collateral, the party who owns the collateral offered by the giver has the authority to carry out the assessment, the Bank does an assessment that includes an assessment of economic value and legal value. Giving Credit from banks must be carried out with the principle of prudence by paying attention to procedures, processes and procedures for assessing credit worthiness for debtors. The role of the Notary is required to make an authentic deed, this is confirmed by Article.

- 1) paragraph (1) of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notaries (“UUJN”), namely the authority to compile and make deeds. authentic. ⁸ Deed of credit agreement made by a Notary requires the Notary to remain neutral, impartial and provide certainty as well as legal protection because in essence a Notary is a public official has the authority and duties as a public official who assists interests community in making authentic deeds and have the force of Executorial Law regarding the
- 2) Indonesia 1, Law no. 10 of 1998 concerning Amendments to Law Number 7 of 1998 1992, Law Concerning Banking, LN of 1998 No. 1, article 1 paragraph 2.
- 3) Mariam Darus Badruzaman, Indonesian Guarantee Legal Framework in Indonesian Guarantee Law Basic Economic Law Series 04, (Bandung: Citra Aditya Bakti, 1998), p. 68.

- 4) Adrian Sutedi, *Guarantee Law in the Implementation of Banking Credit*, (Bandung: Citra Aditya Bakti, 2015), p. 30.
- 5) Civil Code Article 1338
- 6) Tan Kamello, *Fiduciary Guarantee Law*, (Bandung: PT. Alumni, 2004), p. 2
- 7) Salim HS, *Development of Guarantee Law in Indonesia*, (Jakarta: PT. Raja Grafindo Prasada, 2004), p. 28- 29.
- 8) M.Bahsan, *Hukum Jaminan dan Jaminan Kredit Perbankan Indonesia*, (Raja Grafindo Persada, Jakarta, 2007), hlm. 103-104

Authentic deed he makes, the function and position of the Notary must be: carried out carefully and thoroughly in order to obtain legal certainty, if the Notary If you make a mistake in making a deed it will have a negative impact on your position a Notary and the impact that the Authentic deed made can be turned into a deed This is confirmed by Article 1868 of the Civil Code which states that In the statutory regulations there are no conditions that must be fulfilled in these provisions fulfilled by a deed which as previously mentioned is a deed and can also be said is defective in form so that the proof of the deed only has force proof as a private deed with the signatures of the parties affixed. 9 Deed the credit agreement will be read to the parties by the Notary, with the aim of provide a complete understanding of the things contained or the material in credit agreement, after which the Bank and the Debtor will sign the credit agreement deed made by a Notary. A person's signature on a deed credit agreement The notary certifies the validity of the implementation of the credit agreement, which must followed and implemented in good faith by the party making the agreement.

In the credit agreement deed, a guarantee is required between the creditor and debtor, The collateral that is often used in banking is using a certificate guarantee ownership of land rights as guarantor in a credit agreement registered with mortgage rights, However, it is often found that the certificate you want to register is on the right These dependents are still hampered by unresolved processes such as due to currently in the process of changing names, checking, or other things. However, the certificate The mortgage rights can still be registered based on the cover note given by a Notary as a guarantor to the bank to disburse the Credit loan to Debtor, however, this is considered to be burdensome for the Bank as a creditor if There is a bottleneck in credit payments, because in practice there are many creditors who fail to carry out their obligations in making credit payments p This can occur due to various factors in the field, including those that can occur because the Debtor experiences bankruptcy, bankruptcy, and so on. This is what can be done cause legal disputes and make the guarantees given by the debtor become obsolete must be auctioned in order to cover unpaid credit, even though this is Negligence on the part of a debtor is still inseparable from the role of a Notary who makes a credit agreement, where a Notary will be requested responsibility for the deeds he makes. There are two possibilities for a notary to make an authentic deed of credit agreement If there is a default, he becomes a co-defendant by attaching the deed he made in court and provide full testimony regarding the deed he or she made become a

defendant if the Notary is legally proven to have made a mistake in making the deed which favors one of the parties and causes losses to one of the parties. Because in the practice of carrying out his office, mistakes can occur Notarization is either caused intentionally or accidentally caused by lack of experience, knowledge, understanding of legal issues fundamental in preparing an Authentic deed, negligent or careless and also partial on one side and acting dishonestly.

This is the basis for the author to raise and discuss cases Batam District Court Decision Number 36/Pdt.G/2021/PN Btm namely between PT Rural Credit Bank BPR as debtor (plaintiff) x GI as creditor (defendant i), PT.SM (defendant ii), and NOTARY J as (co-defendant), in this case the creditor and The debtor has bound himself and agreed to enter into a credit agreement in the form of credit working capital with a nominal value of 150,000,000 (one hundred and fifty million) for the next 60 months calculated from 24 February 2017 to 24 February 2022 as stated in SPK credit agreement: 033/PB/SPK/02-2017 dated 24 February 2017, Deed of Agreement Credit Number: 56, dated 24 February 2017, made before J, Notary in Batam, and includes collateral provided by the creditor in the form of a 71 M2 plot of land with SHGB number 5979/Tiban Indah, dated 17 September 2013, as described in the Letter Measure dated 08-28-2013 No. 00857/2013, located in Riau Islands Province, Kota Batam, Sekupang District, Tiban Indah Village, better known as the Kiosk Complex Graha Permata Indah Orchid Cluster Block A No. 16 in the name of G (debtor). Notary J who appointed to draw up Credit Agreement Deed number 56 dated 24 February 2017 and took care of the binding of mortgage rights at the Batam City Land Office, and has issued Statement Letter (capernote) Number: 19/NOT/J/II/2017 dated 24 February 2017 which declares and has promised to submit the Deed of Credit Agreement, Power of Attorney to Sell, Deed Power of Attorney to Encumber Mortgage Number: 60/2017, Deed of Grant of Rights Liability to the Bank within 3 (three) months of signing Deed, and the bank has disbursed credit funds to the debtor on a basis Certificate provided by a notary, however, when registering mortgage rights Notary J was notified by the National Land Agency ("BPN") that the Certificate This is in the Internal Blocking process because it is in the process of investigation and action investigation Crime of Drowning at the PT Office. SM by the Riau Islands Regional Police, City Barelang Besar, Sekupang Sector. Thus, Notary J takes care of the binding of the Rights The credit guarantee in the name of GI at the Batam City Land Office was unsuccessful take care of the Building Use Rights Certificate Number: 5979/Tiban Indah in good condition blocked at the Batam City Land Office and as a result the credit guarantee from GI was not bound with mortgage rights.

The research in this article is important to carry out because in practice this often happens It was found that the public did not understand the credit system provided Banks act as providers of credit to the community as debtors, so they are often encountered Legal errors regarding credit agreements made by Notaries and having impacts up to demands for credit agreement disputes in court for Debtors, Creditors, as well as for Notaries who make credit agreement deeds. Therefore, it is important to conduct research on the Banking Credit

system in the country community as outlined in the form of a Deed of credit agreement by a Notary for the parties so that the legal position, rights and obligations of the debtor, creditor, Notary It becomes clear that the problems that will be examined in this research are: related to regulations regarding credit agreements in Indonesia and the role of Notaries regarding deeds credit agreement in Decree Number 36/Pdt.G/2021/PN Btm.

This article aims to provide an understanding regarding the legal force and legal consequences regarding credit facilities provided by banks to debtors as well as credit agreements made by public officials, namely notaries, for the parties.

LITERATURE REVIEW

Understanding of Agreement

In the Big Indonesian Dictionary, an agreement is defined as "a written or verbal agreement made by two or more parties, each of whom agrees to comply with what is stated in the agreement". Then in Article 1313 BW (Burgelijk Wetboek) agreement is defined as "An agreement is an act in which one or more people bind themselves to one or more other people". Prof Subekti also believes that an agreement is "An agreement is also called an agreement because both parties agree to do something, it can be said that the two words (agreement and agreement) have the same meaning."⁹

Conditions for the Validity of the Agreement

The conditions for the validity of an agreement are regulated in Article 1320 of the Civil Code, where it is explained that there are 4 (four) conditions for the validity of an agreement, including: The agreement of those who are binding themselves, The skills of those who make the contract, A certain thing, A lawful cause. Prof. Subekti then grouped these requirements into 2 (two), namely subjective requirements for the first two requirements, and objective requirements for the last two requirements.

Elements of Agreement

There are several elements in an agreement, including:

- a. Essential Elements, elements in the agreement must be present in the agreement. If these elements are not present, then the agreement cannot exist.
- b. Naturalia elements, elements in an agreement that have been regulated by law, but which the parties can remove or change.
- c. Accidental elements, elements of the agreement added by the parties themselves. In this element the law itself cannot regulate this matter.

Principles of Agreement

Principles in agreements in civil law can be divided into 5 (five), including: The principle of consensualism, the parties entering into an agreement must agree on all the contents or main matters stated in the agreement. The principle of freedom of contract, an agreement made in accordance with the law, will apply as law for the parties who make it. The principle of pacta sunt servanda, this principle is taken from Latin which means "a promise must be kept". The principle of good faith, in this principle the parties who carry out the agreement

must be carried out with good 9 Subekti, Hukum perjanjian, PT Intermesa, Jakarta, hlm.1. intentions/faith. The principle of personality, in this principle, determines that a person will make an agreement only for personal interests.

Credit Agreement Clause

Credit agreement clauses are provisions or requirements stated in the credit agreement document between the lender (creditor) and the borrower (debtor). Each credit agreement can have different clauses. Some credit agreement clauses that are usually contained in a credit agreement include: loan amount, interest rate, term, payment schedule, collateral, fees and other costs, creditor's rights, early repayment provisions, changes in interest rates, and others.

Credit Guarantee

Credit guarantee is a form of protection or guarantee given by a debtor (individual or company) to a creditor to secure the loan or credit provided. The main purpose of a credit guarantee is to provide confidence to the lender that the loan will be repaid according to the agreed terms.

Notary Public

The definition of a notary is contained in Article 1 number 1 of Law Number 2 of 2014 concerning the Position of a Notary, which reads "A notary is a public official who has the authority to make authentic deeds and has other authorities as intended in this Law or based on other laws ". The notary himself has the authority to make an authentic deed relating to all acts, agreements and provisions required by statutory regulations and/or which are desired by the interested party to be stated in an authentic deed.

Warranty Law

Guarantee law is a legal provision that regulates the legal relationship between the guarantor (debtor) and the collateral recipient (creditor) as a result of the imposition of a certain debt (credit) with a guarantee (certain object or person). Guarantee law not only regulates the rights of creditors relating to guarantees for repayment of certain debts, but equally regulates the rights of creditors and the rights of debtors relating to guarantees for the repayment of certain rights.

National Land Agency

The definition of the National Land Agency (BPN) itself has been regulated in Article 1 paragraph 1 of Presidential Regulation Number 20 of 2015 concerning the National Land Agency, where the National Land Agency (BPN) is defined as "a non-ministerial government agency which is under and responsible to the President ".

Monitory Rights

In Law Number 4 of 1996 concerning Mortgage Rights over Land and Objects Related to Land, it is stated that mortgage rights are a security right over land for the repayment of certain debts, which gives certain creditors priority position over other creditors. . This means that if the debtor defaults, the creditor holding the Mortgage Rights has the right to sell it through a public auction of the land used as collateral according to the provisions of the relevant laws and regulations, with the right to precede other creditors.

Bank as Creditor

The definition of bank itself is contained in Law Number 10 of 1998, where a bank is defined as "a business entity that collects funds from the public in the form of savings and distributes them to the public in the form of credit and/or other forms in order to improve the standard of living of many people. ", The definition of Rural Credit Bank (BPR) itself is contained in Article 1 point 4 of Law Number 10 of 1998, where Rural Credit Bank (BPR) is defined as "a Bank that carries out business activities conventionally or based on Sharia Principles in its activities. Does not provide services in payment traffic".

METHODOLOGY

The research method that will be used is the juridical research method normative. Research method, normative juridical is research that is focused on examine the application of rules or norms in positive law¹⁰. In this case uses analytical descriptive characteristics, which means the first thing to do is describes existing problems based on theories that are appropriate available in various literature. Next, the researcher will also examine the problem This is stated in the legal regulations in force in Indonesia. Then after doing it description of each, a more in-depth analysis will be carried out to answer any problems that arise.¹¹ The data that will be used comes from Secondary Data, namely the type of collecting data by studying scientific literature and also all legal rules in order to obtain a theoretical basis for answering each questions regarding problems that arise.¹² In secondary data, several sources of legal material will be used which will support the formulation analysis problem, the following are the sources of legal materials used:

1. Primary Legal Materials Contains related laws and regulations used as a basis in discussing the problem.
 - Johnny Ibrahim, *Theory and Methodology of Normative Legal Research* (Malang: Bayumedia, 2007), 295.
 - Soerjono Soekanto, *Introduction to Legal Research* (Jakarta: University of Indonesia Press, 2013)
 - Moeleong, *Op. Cit*, P. 39.
2. Secondary Legal Materials This research will use journals, articles, theses, theses or dissertations which is continuous with the title of the thesis that the researcher adopted in this research.
3. Tertiary Legal Materials Usually like a legal dictionary, or other supporting legal materials.

Tertiary Data

It is supporting data from primary data and secondary data. Tertiary data needed if primary and secondary data are deemed insufficient to support it research. There are several types of data acquisition methods that can be used to conduct research scientific research. In making scientific papers, this type of data acquisition technique is: used is a literature study. The approach that will be used in this research consists of several things, namely the Statute Approach Legislation is an approach taken towards various regulations related to research¹³ And the Conceptual Approach (Conceptual Approach), It is an approach based on views and doctrines developing in legal science

RESULTS

Regulation of Credit Agreements in Indonesia

Explicitly in book III of the Civil Code of the various agreements contained in It does not contain the provisions of the bank credit agreement and is also not stated regarding the provisions in a credit agreement by a bank, in Book III of the Civil Code it is not specifically mentions the credit agreement by the bank and also just mentions regarding "money lending and borrowing agreements", the term bank credit agreement itself is not specifically in the Banking Act, but can be found in the instructions The government is targeting the banking community, that banks are obliged to use "contracts credit agreement" in providing any form of credit to people's credit banks This rule is contained in Bank Indonesia Circular Letter Number: 14/20/DKBU regarding Guidelines Credit Policies and Procedures for Rural Banks. Furthermore, Article 1 numbers 11 and 12 of the Banking Law, states regarding the existence of a credit agreement, where it is stated that credit is given based on an agreement in the loan or agreement between the bank and the party On the other hand, this is the legal basis for the credit agreement, with clearer arrangements regarding credit agreements is found in the Banking Law Article 1 number 11 regarding the definition of credit, Article 2 regarding the principle of prudence, Article 6 regarding bank business general, Article 8 regarding credit analysis, Article 11 regarding granting maximum limits granting credit, Article 12A concerning auction of credit guarantees, Article 29 concerning maintaining the bank's soundness level, Article 37 regarding bank business continuity.

THE ROLE OF THE NOTARY IN PREPARING A DEED OF CREDIT AGREEMENT BASED ON RULING NUMBER 36/PDT.G/2021/PN BTM

In the Batam District Court decision Number 36.PDT.G/2021/PN Btm, creditors and the debtor has agreed to enter into a credit agreement for a working Peter Mahmud Marzuki, Legal Research, (Jakarta: Kencana Prenada Media Group, 2012), p. 133. Capital loan, The Credit Agreement was made before J who is a Notary and PPAT, with a credit application of Rp. 150,000,000.-(one hundred and fifty million Rupiah), party creditors and debtors who have agreed and agree on a credit, then the agreement is entered into Credit must be stated in writing, in banking practice, the bank is fully authorized The person concerned has the right to have the form and formation of the credit agreement itself but in that case, you must pay attention to several guidelines, namely the agreement the

formulation must be clear and must not be vague, the agreement must be explicit explained in detail regarding the amount of credit, how to repay the credit, time period credit, other terms frequently used in credit agreements, at least those must be in the credit agreement are the influencing legal requirements the validity of the credit agreement.

A credit agreement is also often interpreted as an "agreement to lend and borrow" money between the creditor bank and the customer as debtor, another term used equated with these terms, namely credit agreement and credit agreement letter, credit agreement It is considered valid if it is appropriate and fulfills all the provisions applies, this is fundamental regarding the provisions of the legal conditions of an agreement as regulated in Article 1320 of the Civil Code, the agreement made is considered as a law that must be complied with by creditors and debtors, as applicable In Article 1338 of the Civil Code it is said that, "a valid agreement is valid as law by the promising party." In Batam District Court Decision Number 36/Pdt.G/2021/PN Btm, the role of Notaries can be seen in making or drafting credit agreement deed Number 56, dated February 24 2017, which has been made before Notary J as an official authorized to make the deed, apart from granting credit in this decision also contains the SPK Credit Agreement: 033/PB/SPK/02-2017, dated 24 February 2027, The matters that must be considered in formulating the credit agreement are very important necessary, this is to prevent the cancellation of the agreement made (invalidity), so that the legal action taken becomes void or can be cancelled.

The Credit Agreement Deed in question is an authentic deed, where the authentic deed is deed made before a Notary, the Notary is a public official who is authorized to make an authentic deed where as far as no other public official does specialized in making certain authentic deeds, in order to create protection law, legal certainty and order, then in making an authentic deed there is something its creation is required by statutory regulations, an authentic deed is made and/or before a Notary, not only made because it is required by regulations legislation, but also made based on the wishes or wishes of the parties involved has an interest in ensuring the rights and obligations of the parties are obtained legal certainty, order and overall legal protection for the parties concerned interests of all communities. In preparing the Credit Agreement, the Notary has an important role, the following is the role and authority of the Notary in making the credit agreement deed which is carried out by the Notary as an authorized official, including the following:

1. The notary has the task of making credit agreements requested by the bank, In making a credit agreement, the Notary is obliged to provide explanations and directions regarding the steps that should be taken, the Notary must also ensure that the deed made does not conflict with the norms of decency and public order and statutory regulations, the Notary must explain these matters to the bank because if there is a request requested by the bank This means that the agreement made can be null and void by law, meaning the making of the agreement which does not comply with the applicable provisions cannot be enforced, before the Notary requests it to the bank regarding information related to customer or prospective debtor data, data that

provided by the bank is useful for creating agreement documents so that the data is available provided is clear and detailed data regarding the debtor, then the parties The bank states the type and substance requested by the Notary as the maker of the deed.

2. The notary is responsible for creating credit documents, responsibilities these are as follows:
 - a. Ensure the correctness of the data or documents used in the agreement the credit;
 - b. confidentiality of relevant bank data;
 - c. problems arise in the future as a result of the documents he creates, whether intentional or not.
3. Notaries are tasked with providing understanding and counseling to the relevant banks laws, especially those relating to credit, including those relating to by making authentic deeds and private deeds because of this is not yet widely understood and known by the general public, therefore The notary is responsible for providing explanations, guidance and advice especially regarding the deeds that are made.
4. The notary has the task of creating the final document based on the draft agreement approved by the bank, of course this has been adjusted to the applicable regulations.
5. The notary has the authority to validate data regarding things that are lacking or even unclear related data to the bank and submission of draft documents to the bank.
6. The notary is obliged to keep confidential the information contained in the credit agreement, especially that related to the identity and also the amount of credit from the debtor, because of this is the privacy of the parties and is internal, so it must be protected its confidentiality.
7. The notary is responsible for registering the deed with the District Court by means of an agreement are entered into the register book, all deeds entered into the book The register is a deed that has been made and legalized by a notary, this is The aim is that if problems arise in the future, the deed can be obtained resolved according to the rules
8. Regarding the Notary as a partner of the bank in a credit agreement can be seen as follows :
 - a. Based on the information and data received, it is clear that Notufdahari has the authority make or arrange a credit agreement, this is in accordance with Article 15 paragraph (1) UUJN regarding the authority of the Notary.
 - b. The notary also has the authority not to make or legalize a deed of agreement credit, this takes into account the balance of the parties in favor of the debtor or creditors where the agreement made does not harm the parties or one of the parties, and can be accepted by law, this is in accordance with the authority Notary according to Article 15 paragraph (2) letter a UUJN, which states: Authorities Notary is carrying out legalization of deeds, including validating signatures and determine the certainty of the date of the underhand letter made by the party interested in registering in the special book that has been provided by Notary, a

notary may not refuse a client's request to make a deed authentic, unless requested by the client or the parties facing it, contrary to law, public interest and decency.

- c. A notary has the authority to legalize or ratify agreements if requirements have been met and the requested documents or files have been completed by creditors and debtors, the completeness of the files is related to administrative completeness for making by a Notary.
- d. Notaries also have the authority to request payment for services in monetary amounts as a form of obtaining compensation or remuneration for completing document matters. What has been requested is services for the creation and management of all things required in making a Deed of Credit Agreement, the amount of remuneration is appropriate by agreement of the parties with comparable results, within limits fairness and also in accordance with applicable provisions, payment of money the services mentioned above are provided by the bank to partners after the partner fulfill all stipulated obligations.

Next, the role of the Notary in making and drafting the Deed of Credit Agreement Number 56 and DPK Credit Agreement: 033/PB/SPK/02-2017, dated 24 February 2017, as stated in Batam District Court Decision Number 36/Pdt.G/2021/PN Btm, namely checking credit collateral objects, debtors has provided collateral in the form of a plot of land measuring 71 M² (seventy-one meters). square) and Building Use Rights Certificate Number: 5979/Tiban Indah, dated, 17 September 2013, as described in the measurement letter dated, 08-12-2013 Number 00857/2013, located in Riau Islands Province, Batam City, Sekupang District, Taban Indah Village, Kiosk Complex Graha Permata Indah Angrek Cluster Block A Number 16, which has been registered in the name of G (the debtor's own name), thus the guarantee is The object here is what is meant by guarantees that can be imposed by rights dependents, meaning that the object must be checked by a Notary as who takes care of the mortgage rights at the Land Office.

Banking regulations regulate provisions or guidelines for giving credit by the bank to its customers, the provisions contained in the Law Banking regarding this matter is as follows:

1. Credit agreements are made in writing.
2. The bank's confidence in the debtor's ability to do so certain assessment.
3. Banks are required to create and use appropriate credit granting procedures done.
4. The bank is obliged to explain the requirements and procedures for giving credit.
5. Banks are prohibited from varying the conditions for granting credit to customers.
6. Ways to resolve problems if a dispute occurs.

In the Batam District Court Decision, as is known, the guarantee is The debtor's collateral is a plot of land measuring 71 m² (seventy-one square meters) with Building Use Rights Certificate Number: 5979/Tiban Indah, dated 17 September 2013, which has been registered in the name of G (the debtor's own name) according to its nature, including into immovable objects, Notary J takes care of the binding of Mortgage Rights at the Office Batam City Land Affairs, then Notary J has been notified by the BPN, that Building Use Rights Certificate Number: 5979/Tiban Indah, located in the Kios Complex Graha Permata Indah Orchid Cluster Block A Number. 16, which is registered in the name of G It turned out that it was in the process of internal blocking because it was in the process of investigating and investigating the action criminal embezzlement at the PT office. SM by the Riau Islands Regional Police, City Besar Barelang, Sekupang Sector, thus Notary J took care of the binding of Rights The mortgage guarantee in G's name at the Batam City Land Office was unsuccessful taking care of the Building Use Rights Certificate Number: 5979/Tiban Indah, in condition blocked at the Batam City Land Office and as a result the credit guarantee from G was not bound in Mortgage Rights.

Furthermore, in the Decision of the Batam District Court Number: 36/Pdt.G/2021/PN Btm, The role of the Notary is to provide evidentiary power to the deed made, Notary J made a credit agreement deed Number 56, with the date of the deed dated February 24 2017, which was signed before Notary J as an official authorized to make the deed, credit agreement deed Number 56 was made This provides legal force that can be used as strong evidence, The credit agreement using an authentic notary deed is justified because it is not piluha in this case G as the debtor can prove otherwise and by the Decision A court that has permanent legal force

DISCUSSIONS

Based on the results, the role of credit agreement arrangements in Indonesia has been regulated in rural credit banks, contained in Bank Indonesia Circular Letter Number: 14/20/DKBU regarding Credit Policy and Procedure Guidelines for Rural Credit Banks. as well as in Article 1 numbers 11 and 12 of the Banking Law, as well as the role of the Notary in drawing up the credit agreement deed, especially in decision NUMBER 36/PDT.G/2021/PN BTM, has been carried out according to the applicable procedures by checking first, However, the law does not pay attention in detail regarding the timing of checking and registering mortgage rights so that banks continue to provide credit disbursement based on the cover note provided by the Notary because they have already checked the certificate that wants to register the mortgage right previously even though there is a possibility of failure to register the mortgage right on the certificate. blocked by the National Government Agency even though it has been checked, especially if the debtor defaults on the credit agreement he or she has made.

CONCLUSIONS AND RECOMMENDATIONS

That the Civil Code does not regulate credit agreements specifically. So, the government issued Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning banking. This law is a law that regulates banking. However, there is several provisions in the articles of the Banking Law that specifically regulate regarding credit agreements including; Article 1 paragraph

(12) regarding the definition of credit, Article 2 concerning prudential principles and principles, Article 6 concerning Commercial Bank Business one of the activities is granting credit, Article 11 concerning grant limits maximum credit, Article 29 concerning guidance and supervision of banks as creditors, and Article 37 concerning Bank Business Sustainability

so that no party feels disadvantaged, making a deed of agreement by a Notary and the collateral items checked by the Notary are a form of guarantee the validity and return of credit is legalized or trademarked and checked by Notary, this is something that is done to reduce negative factors For example, achievements are given in the form of money, goods and services are given by the bank, will make it easier for the bank to execute the collateral object if this occurs bad credit and other problems.

According to the author, the regulations regarding credit agreements have been outlined in Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 is sufficient regulation. However, there is a need to increase supervision carried out by the OJK in each credit agreement made so that protection of the legal interests of creditors and debtors.

According to the author, a notary carries out his position in making The credit agreement deed must be more specific in checking the collateral object This means that the object of the guarantee is free from any legal relationship that may exist resulting in legal problems for the parties involved in the future.

FURTHER STUDY

Book III of the Civil Code (KUHPerdata) does not explicitly regulate bank credit agreements. The term "bank credit agreement" is not found in the law, however, instructions regarding the use of "credit agreement contracts" by banks can be identified in Bank Indonesia Circular Letter Number 14/20/DKBU, especially for Rural Banks. Banking Law Article 1 points 11 and 12 state the importance of credit agreements in providing credit, and more detailed provisions are contained in various articles, such as Articles 2, 6, 8, 11, 12A, 29, and 37.

A Batam District Court decision Number 36.PDT.G/2021/PN Btm states an agreement between the creditor and debtor to enter into a credit agreement for a working capital loan. Although the Civil Code does not specifically regulate bank credit agreements, banking practice shows that banks have freedom in determining the form and format of credit agreements. However, guidelines need to be followed, including clarity of the formula, explicit amount of credit, method of repayment, time period, and other terms that are often used. In particular, credit agreements must meet legal requirements that affect the validity of the agreement, as regulated in Articles 1320 and 1338 of the Civil Code.

The author believes that Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 is sufficient to regulate credit agreements. However, the author highlights the need for increased supervision by the Financial Services Authority (OJK) of every credit agreement to protect the legal interests of creditors and debtors. Notaries, in their function, are expected to carry out special checks on collateral for an object, ensuring that the object is free from legal relations that could cause problems in the future for the parties involved. The author hopes that future research will be able to investigate further.

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