THE POSITION OF DEED OF OFFICIAL OFFICER OF THE DEED OF LAND (PPAT) IN THE BANKING CREDIT GUARANTEE (STUDY OF PT BANK BPR PESISIR AKBAR BIMA)

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Abstract: The purpose of this study is to understand and analyze the position of the deed of the land deed making official in the binding of credit guarantee to the banking system. This study is qualified as a normative-empirical legal research that departs from the conflict of norms. The method used is the approach of legislation-invitation, conceptual and sociological. The source of legal material of this research is obtained from primary, secondary and tertiary law materials, with the technique of collecting legal materials by interview and library study, collecting data of analysis result to get information that must be concluded, by analysis of its legal material with qualitative analysis. The results of this study indicate that First: the position of the deed of the official of the land deed (PPAT) in the banking credit guarantee binding, is very important in the process of credit disbursement, because it helps the position of the parties to obtain legal certainty. Second: the responsibility of the land certificate official (PPAT) against the credit guarantee of banking by using SKMHT, if the creditor is disadvantaged if the debtor is defaulted, then most of the responsibility of the land deed is only limited to the official deed for the credit guarantee only.

Keywords: the deed of the land, authority officer (PPAT), credit guarantee

I. INTRODUCTION

The officials of the land deed actors have a very important position and role in the life of the nation and state, because this official is authorized by the state, to make deeds of transfer of land rights and other deeds in the Republic of Indonesia and abroad.¹

According to Article 1 number (4) of Law No. 4/1996 on the Right to Insurance of Land and Land-Related Materials, the Officer of the Land Deed Authority is "Public official

¹ H. Salim HS, Teknik Pembuatan Akta Pejabat Pembuat Akta Tanah (PPAT), PT Raja Grafindo Persada, Jakarta, 2016, p. 85
authorized to make deeds of transfer of land rights, deed of assignment of rights on land, and the deeds of authorization impose mortgages under applicable laws and regulations. 2

Article 1 number (1) of Government Regulation Number 37 Year 1998 regarding the Regulation of Officials of the Land Deed Authority stating that the Land Deed Officer is "Public official authorized to make an authentic deed of certain legal acts concerning the right to land or Ownership of the Housing Unit". 3

The description of the definition of Land Deed Official or PPAT is as follows:

"A person who is appointed and authorized by law to make a deed, in which the deed is made, contains a clause or rule governing the legal relationship between the parties, relating to the right to land and / or property rights to the home unit stacking " .4

Based on the above description, can be synthesized PPAT authority at this time, which is making:

a. Deed of transfer of land rights.
b. Deed of transfer of property rights over apartment units.
c. Deed of assignment of land rights, and
d. Power of attorney imposes a mortgage.

The authorized official appoints the PPAT, the Minister. The official of the land deed (PPAT) is appointed for a particular work area. Meanwhile, the authorized official appoints a Provisional PPAT (Head of Sub-district or Village Head) and Special PPAT (Head of Land Office) is the minister. 5

The official of the land deed (PPAT), as the Public Official and the official of the land deed is urgently needed in the banking business activities, one of which is in the making of the credit bank guarantee covenant involving the customers and the bank, to ensure the truth of the contents of the agreement set forth in the credit agreement banking, so publicly the truth is unquestionable.

The binding of bank credit collateral by the official of the land certificate (PPAT) is in the form of Deed of Power of Attorney Charging of Dependency Right (SKMHT) and Deed of Burden of Mortgage (APHT). The two types of binding of these guarantees are usually distinguished in the size of the credit ceiling provided by the creditor (Bank) to the debtor. However, in the process of confiscation of the guarantee by the creditor (Bank) to the debtor performing the default, the binding of the guarantee by a notary concurrently as PPAT in the bank having the legal force used is the binding of Deed of Burden of Mortgage (APHT). While in the binding of many guarantees made by Rural Banks (BPR), especially PT. BPR Pesisir Akbar Bima is a guarantee bond by using a Power of Attorney for Assigning Mortgage (SKMHT).

In Government Regulation Number 24 of 2016 The amendment to Government Regulation Number 37 of 1998 on the Regulation of Officials of the Land Deed Authority, described in Article 2 paragraph (1) on the main duties and authority of the Land Acquisition Authority (PPAT) are:

2 Article 1 Sub-Article 4 of Law No. 4/1996 concerning the Right to Insurance of Land and Land-Related Items.
3 Pasal 1 angka 1 Peraturan Pemerintah Nomor 37 Tahun 1998 Tentang Peraturan Pejabat Pembuat Akta Tanah.
5 ibid
"The PPAT has the main duty to carry out part of the land registration activity by making the deed as evidence of a certain legal act concerning the right to land or the Property Right of the Housing Unit, which shall be the basis for registration of the change of registration data of the land resulting from the legal act."  

In Government Regulation Number 24 of 2016 on Amendment to Government Regulation Number 37 of 1998 on the Regulation of Officials of Land Deed Authority, explained in Article 2 paragraph (2) on the main duty and authority of the official of the land deed (PPAT) certificate that legal acts as referred to in sub-article (1) shall be as follows:

- a. Buy and sell;
- b. Exchanges;
- c. Grants;
- d. Entry into the company (inbreng);
- e. The sharing of common rights;
- f. Provision of Right to Build / Use Right to Land of Property;
- g. Granting the Deposit Rights;
- h. Provision of Authorization to Load Deposit Rights.

Furthermore, in Law Number 2 Year 2014 Amendment to Law Number 30 Year 2004 concerning Notary Publicity in Article 15 paragraph (2) letter "F", it is stated that, Notary has authority also make deed related to land. But in practice that often binds the imposition of credit guarantee at PT. BPR Pesisir Akbar Bima, is a Notary who doubles as Land Deed Officer, meaning not only Notary or Land Acquisition Authority or Land Deed Official Officer from District Office.

Based on Article 1868 of the Civil Code, it is stated that the authentic deed is a deed made in the form prescribed by the Act, by / or in the presence of the authorized General Officer, since the notary is the position referred to as the general official authorized to make an authentic deed, agreement in the field of Civil.

The provisions in Article 15 paragraph (2) letter "F" Law Number 2 Year 2014 Amendment to Law Number 30 Year 2004 regarding Notary Position attracts the attention of researchers, because the article only determines that the notary also has authority to make deed related to land. According to the authors, the provisions stipulated in Article 2 Paragraphs (1) and (2) in Government Regulation Number 24 of 2016 Amendment to Government Regulation Number 37 Year 1998 on the Regulation of Officials of Land Deed Authority, and Insurance Rights Law Article 15 Paragraph (1) stipulates that the power of attorney to impose mortgages must be made by notarial deed or PPAT deed, there is a conflict of norms.

In practice, which is often done by the PT. BPR Pesisir Akbar Bima, in the binding of credit guarantees mostly using Power of Attorney Charging Rights Dependent (SKMHT) by using the services of PPAT, never even PT. BPR Pesisir Akbar Bima undertakes the binding of credit guarantees, using the Power of Attorney for Assigning Liability (SKMHT) using a notary or notary service which doubles as PPAT.

In practice also, which leads to default by the debtor due to ignorance or lack of understanding of the debtor about the deed made by the PPAT in the binding of its guarantee.

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6 Article 2 paragraph (1) of Government Regulation Number 24 of 2016 concerning Amendment to Government Regulation Number 37 Year 1998 concerning Regulation of Official of Land Deed Maker.
Because most of the debtors habits in credit realization, more focus on the disbursement of credit let me quickly receive the loan money. With the circumstances and habits of such debtors, the PPAT rarely read and explain the contents of the deed for the reason of the debtor in a hurry. There are also most debtors assume already understood at the time of reviewing the credit agreement by an authorized bank official.

Based on the background presented above, the researcher is interested to conduct further research with the title: "Position of Deed of Official Officer of Deed (PPAT) in Accreditation of Bank Credit Guarantee (Study of PT Bank BPR Pesisir Akbar Bima)"

II. METHOD

Method is the process, the principles and procedures solve a problem, while the research is careful, diligent and thorough examination of a symptom to increase human knowledge, then the research method can be interpreted as a process of principles and procedures to solve problems in doing research. According Soerjono Soekanto, that:

"Legal research is a scientific activity based on certain methods, systematics and thoughts aimed at studying a particular legal phenomenon, by analyzing and examining deeply the legal facts, to then solve the problems that arise in the symptoms concerned."  
Legal studies by H. Salim HS and Erlies Septiana Nurbani are:

"Research that examines and analyzes the legal norms and workings of laws in society based on particular methods, systems and thinking, in-depth examination, problem-solving and objectives".

The research method used by researchers in conducting this study and research is a qualitative legal research method that is:

2.1 Types of research

In this study the type of research used is empirical normative legal research. Normative legal research involves researching a process to discover a rule of law, legal principles, and legal doctrines to address the legal issues faced. Research on legal systematics, research on the level of legal synchronization and comparative law in relation to legal issues under investigation, while empirical legal research is a study that examines and analyzes the workings of law in society. This research includes research on the legal identification and effectiveness of the Law in relation to the legal issues studied.

2.2 Approach Method

There are several kinds of approach used by the author in doing this research are:

a) Statutory Approach (Statute Approach), an approach done by reviewing all laws and regulations related to legal issues being addressed. For the researcher for practical activities, this Law Approach will open the opportunity for researchers to study whether there is consistency and conformity between a law with other laws or between laws with the Constitution or between the regulations and the Act especially the regulation relating to

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8 Ibid p.11
the legal issues under investigation in this matter the Law on Notary Law and Government Regulation Number 24 of 2016 on the amendment of Government Regulation Number 37 Year 1998 regarding the Regulation of Official Position of Land Deed Authority.

b) Conceptualical Approach, the approach that moves from the views and doctrines that develop in the science of law. By studying the views and doctrines in law science, researchers can find ideas that give rise to legal notions, legal concepts and legal principles relevant to the issue of law being dealt with.\(^{11}\)

c) The sociological approach is a field study in which the researcher analyzes how the reactions and interactions that occur when the norm system works in the life of the community, especially those related to the legal issues that the researcher does.\(^{12}\)

2.3 Types and Data Sources

Types and data sources used in this study are primary data and secondary data are as follows:

a. Primary data is data obtained from interviews in the field. The information or interviews are conducted with related parties such as: Bank staff PT. BPR Pesisir Akbar Bima, Acting Officer of the land deed (PPAT), and respondents or related parties who are relevant to the research problem.

b. Secondary data is data that includes documents of tangible reports and so forth which complement the primary data in this research.

The types and sources of legal materials used in this study are:\(^{13}\)

a. Primary legal material, namely binding legal materials, and consists of:
   1. Norms or basic rules, namely the Preamble of the 1945 Constitution
   2. Basic rules.
      a. Law Number 30 Year 2004 regarding Notary Office Regulation.
      b. Law Number 10 Year 2010 concerning Banking.
      c. Law Number 2 Year 2014 Amendment to Law Number 30 Year 2004 regarding the Regulation of Notary Position.
      d. Government Regulation No. 37 of 1998 on Officials of Land Deed Authority.
      e. Government Regulation No. 24 of 2016 Amendment to Government Regulation Number 37 of 1998 on Officials of Land Deed Authority.

b. Secondary law material in this research is library material containing information about primary material, secondary material originating from institution where Researcher do research, and which is general in which writer get from government institution and writings of Experts, scholars, results of seminars and other relevant scientific journals in this study.

c. Tertiary legal materials are other sources or reference materials for complementary primary and secondary legal materials, such as on the Site or online BlogSpot, articles, magazines, journals, discussing this research.

\(^{11}\)Ibid, p. 95.
2.4 **Research sites**

The place that became the location selected by researchers in this study is in Kabupaten Bima.

2.5 **Data collection technique**

Data collection is done by interview and library study, as follows: For primary data is done by way of interviews with some informants (informants) such as the leadership of Bank PT. BPR Pesisir Akbar Bima, respondents and other concerned parties concerned.

For secondary data is done by library study in get from library of University of Mataram, especially library of Faculty of Law University of Mataram.

2.6 **Data Analysis and Legal Material**

Analysis of data can be interpreted as the process of organizing and sorting legal materials into the patterns, categories, and units of basic descriptions so that the theme can be found and formulated working hypothesis as suggested by the material law.

Because this research is Normative empirical, then the usual analysis used in research that is qualitative analysis, meaning data bibliography and interview results analyzed in depth and comprehensive. The use of qualitative analysis methods is based on consideration: first, the data analyzed is obtained from various sources. Secondly, the nature of the data analyzed is comprehensive and requires in-depth information.

The way of data deduction is done by using deductive method, meaning that the researcher collects and reviews various references both legislation and literature books, then reviewed more specifically and deeply, and then combined with the results of field analysis of existing relevancy with problems which is lifted (from general to special).

III. **RESULT AND DISCUSSION**

3.1 **Position of Deed of Official Officer of Deed (PPAT) in Implementation of Credit Guarantee**

3.1.1 **Perjanjian Kredit**

Judging from its form, the banking credit agreement generally uses standard contract form. In connection with that is in practice the form of the agreement has been provided by the bank as a creditor whiles the debtor only learn and understand it well. Such agreement is commonly referred to as standard agreement, in which the debtor is only in a position to accept or reject without any possibility of negotiation or bargaining.

**a. Relationship of the Parties in Credit Agreement At PT. BPR Pesisir Akbar Bima**

Legal relationship of the parties in the credit agreement is the master agreement governing the rights and obligations of the parties between the creditor and the debtor. Agreement made between the creditor and the debtor, where the creditor is obliged to give money or credit to the debtor, and the debtor is obliged to pay the principal and interest, as well as other expenses in accordance with the agreed time between the two.\(^{14}\)

Mr Ahmad Muslim, SH said that the relationship of the parties in the credit agreement at PT. BPR Pesisir Akbar namely:\(^{15}\)

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\(^{15}\) Interview with Mr. Ahmad Muslim, SH, Head of Credit Division of PT. Bank BPR Pesisir Akbar Bima is on February 20, 2018.
1. A credit agreement is a principal agreement made by a bank that is already in default and the debtor only agrees or disagrees with the credit agreement.
2. If mutually agreed in the contents of the credit agreement, then both parties or parties either the debtor or the bank official representing as the creditor will sign the credit agreement.
3. The credit agreement is to bind the parties to submit to the rules or applicable laws.
4. If one of the parties is default, then the credit agreement signed and agreed shall be the standard for conducting legal process.

b. Rights and Responsibilities of the Parties
According to Mr. Ahmad Muslim, SH as Head of Credit Section Mention that the rights and obligations of the parties are fully regulated in the agreed credit agreement, namely: 16
1. The debtor is entitled to receive credit in accordance with the amount of ceiling granted and deducted with specified fees.
2. The Borrower is obliged to pay the principal and interest on the credit received every month, in accordance with the agreed period of time.
3. The Borrower is obliged to submit its guarantee to the bank as creditor at the time of loan disbursement.
4. The bank as a creditor shall be entitled to receive a guarantee guaranteed by the debtor to grant credit facilities.
5. The parties, ie the debtor and the creditor, agree to bind the guarantee in the imposition of the guarantee to the officer or officer authorized to legally bind the collateral with the fee charged to the debtor.
6. If the debtor is negligent in the obligation of fulfillment of his achievement for three consecutive times, then the bank as the creditor shall have the right to control the guarantee goods for the auction process at the public tender office.

c. Types of Credit
In practice today, in general, 2 (two) types of loans are provided by the bank to its customers, ie credit is reviewed in terms of its intended use and credit and credit in terms of terms of time.
Types of credit in terms of its intended use may be: 17
1) Productive credit
   Productive credit, i.e. credit given to businesses that produce goods and services as a contribution of its business. For this type of credit there are 2 (two) possibilities, namely:
   a) Working capital credit, i.e. credit that is provided to finance the needs of businesses, including to cover production costs in order to increase production or sales.
   b) Investment credit, i.e. credit provided for the procurement of capital goods or services intended to produce a good or service for the business concerned.
2) Krediit Konsumtif
   Consumptive Credit, ie credit given to individuals to meet the needs of the general public consumptive (source of return from fixed income debtors).

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16 Interview with Mr. Ahmad Muslim. SH, Head of Credit Division of PT. Bank BPR Pesisir Akbar Bima is on April 10, 2018.
The types of credit based on the term and the use of credit can be classified into 3 (three) types, namely:\textsuperscript{18}

a) Investment credit, medium or long term loans extended to debtors to finance capital goods in the context of rehabilitation, modernization, expansion or establishment of new projects, such as the purchase of land and buildings for expansion of the factory, whose repayment from business proceeds with capital goods which is in charge. Thus, investment credit is a medium or long term credit for the purpose of purchasing capital goods and services necessary for the rehabilitation, modernization, expansion, project replacement and / or creation of new projects.

b) Working capital credit, i.e. working capital loan that is provided in both rupiah and foreign currency to meet the working capital expenditure in one business cycle with a maximum period of 1 (one) year and can be extended according to agreement between the parties concerned. It can also be said that this credit is given to finance working capital is the type of financing required by the company for daily company operations.

c) Consumption Credit is a short-term or long-term credit that is given to debtors to finance goods or consumption needs in the scale of household needs that pay off the monthly income of the debtor customers concerned. In other words, consumption loans are individual loans for non-business purposes, including mortgage loans. Consumer loans are typically used to finance the purchase of cars or other durable consumer goods.

3.1.2 \textit{Functions, Duties and Authorities of the Land Deed Authority}

The PPAT Act has a very important role in legal traffic, both in private and public law. With the deed, it will become the basis of the Regency / City land agency in making the transfer, transfer and imposition of land rights from the first party, to the second party.\textsuperscript{19}

Government Regulation Number 37 Year 1998 Official Regulation of Officials of Land Deed Authority is a special regulation on PPAT. There are six matters governed by Government Regulation Number 37 of 1998, which includes:\textsuperscript{20}

a. The main task and authority of PPAT;
b. Appointment and dismissal of PPAT;
c. Working area of PPAT;
d. Appointment of PPAT office;
e. Implementation of PPAT Office; and
f. Guidance and supervision

From the explanation that set specially about PPAT above, then I will explain one by one, that is:

a. The main task of the authority of PPAT is the obligation or the main job that must be done by PPAT. The main task of PPAT is to run part of land registration activities. The authority of PPAT is related to the making of deed related to the land.

\textsuperscript{18}Hermansyah, \textit{Hukum Perbankan Nasional Indonesia}, Kencana Prenada Media Group, Jakarta, 2005, p.60-61.
\textsuperscript{20}H. Salim HS, \textit{op. Cit}, p.91.
b. The appointment and termination of PPAT is a person entitled to appoint for PPAT or PPAT while the minister, and who is entitled to dismiss an PPAT is a minister, but limited to other events. Such disrespectful dismissal and dismissal are as follows: 65 years old or dead.

c. The working area of the PPAT is the working area in accordance with the decree of appointment of its working area, which covers the regency / municipality area where the PPAT office is concerned.

d. Appointment of PPAT office is still a minister entitled to appoint a PPAT, but must follow PPAT education and training and must pass the test of PPAT exam.

e. Implementation of PPAT position is after taking the oath of office, and then someone must carry out his duties and positions in real.

PPAT is a public official authorized to make deeds of transfer of land rights and other deeds in the framework of the imposition of land rights, whose forms of act are stipulated, as evidence of certain legal acts concerning land located within their respective working areas. In the above-mentioned positions, the deeds made by the PPAT constitute an authentic deed. The definition of legal act of imposition of land rights which the making of the act is the authority of PPAT, including the making of the deed of land use rights for the land of property rights as referred to in Article 37 of the Basic Agrarian Law and the making of deed within the framework of imposition of mortgages provided for in this law.\(^{21}\)

### 3.1.3 Position of PPAT In Implementation of Banking Credit Guarantee

The position of PPAT as a public official, the PPAT is prohibited to concurrently occupy a position or profession as a lawyer or advocate, civil servant or an employee of State-Owned Enterprise (vide Article paragraph (2) PP No. 37 year 1998). In carrying out certain tasks of land registration, especially certain legal acts, PPAT has the authority to make an authentic deed of all the above mentioned legal acts which lie within its working area. As for the Special PPAT it is only authorized to make a deed of legal deed mentioned specifically in its appointment. Thus, the position of PPAT as a public official, then the deed made by the PPAT given the position as an authentic deed.

The PPAT Deed has a very important position and role in legal traffic, both in private and public law. With the deed, it will become the basis of the Land Affairs Board of the Regency / Municipality in making the transfer, transfer and imposition of land rights from the first party, to the second party.\(^ {22}\)

In carrying out agrarian duties or related to land as stipulated in RI Government Regulation no. 24 year 1997, the position of PPAT is very important, especially as a general official who has a role in performing part of the land registration activity by making deed as evidence of certain legal acts concerning the right to land because any agreement intended to transfer or transfer the right to land, pawn the land or borrowing money with land rights as dependents must be proven by a deed made by and in the presence of PPAT.

The position of PPAT deed in the implementation of credit guarantee binding at PT. BPR Pesisir Akbar Bima, is very important indeed. Because it ensures legal certainty for the guarantee

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\(^{21}\) H. Salim HS, *op. Cit*, p.86.

\(^{22}\) H. Salim HS, *op. Cit*, p.67.
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deposited to us in the form of certificate of land or land and building. Guaranteed binding using PPAT deed, for us the bank is required because in accordance with SOP (Standard Operational Procedure) bank PT. BPR Pesisir Akbar Bima. In SOP we also determine the PPAT deeds that we use, there are 2 (two) types in accordance with nominal credit ceiling given.\textsuperscript{23}

3.2 PPAT Responsibility in the Guarantee Binding of Using SKMHT When an Default Debtor

The legal basis for the responsibility of the PPAT has been regulated in Government Regulation No. 24 of 1997 which grants the attribution authority to the land certificate official to issue the certificate. In accordance with article 1 point 24 PP. 24, 1997, that the Land Deed Authority, hereinafter referred to as PPAT is the General Official authorized to make certain deeds of land.

According to Article 1 point 1 of PP. 37 of 1998 declared: "Land Acting Deed Officer, hereinafter referred to as PPAT, is a public official authorized to make an authentic deed of certain legal acts concerning the right to land or Ownership of the Flats Unit". This provision is actually listed in PP no. 10 of 1961, namely as general officials authorized to make deeds of transfer of rights to land, imposition of rights to land.

The responsibility of PPAT in the binding of the guarantee using Power of Attorney Charging the Guarantee Right (SKMHT), so far only limited to make deed with attended by debtor or third party as owner of guarantee to sign deed. After that the acknowledgment is handed over to us by the bank for a copy. If the debtor breaches our bank account fully, even if we consult the PPAT concerning the debtor whose credit is categorized, the PPAT only advises to increase the status of the binding of the Power of Attorney Charging Mortgage Right (SKMHT) to the Dealing Deed of Mortgage (APHT). It also, from PPAT must bring back the parties or Debtors to sign the deed of APHT. So, our constraints as the bank or creditor the average debtor no one wants to come office PPAT. Because with the reason they do not want the guarantee in confiscation or at auction by the bank, so this is our obstacle from the bank who do bind credit guarantee by using Power of Attorney Loan Rights (SKMHT). The role of PPAT in the event of non-performing loans no longer exists, because the PPAT only plays a role when the guarantee binding at the beginning of credit disbursement only.\textsuperscript{24}

The result of interview with mother of Hartati as customer whose collectability status is less smoothly stated that they are facing notary office / PPAT only to carry file from bank which has been entered into envelope folder by bank officer and sign what is provided by notary / PPAT employee. Because it is a procedure for liquefying our credit. For the responsibility of notary / PPAT to us as bank customers who submit the guarantee, we never know, and even no more let alone us as customers who have been in arrears obligation to pay our credit.\textsuperscript{25}

Mr Ahmad Muslim, SH as Head of Credit Section mentioned the role of Notary / PPAT as a partner of the bank, only limited binding of collateral in the form of guarantee of land certificate that the object of guarantee is land and land and building. The binding of collateral made by notary / PPAT there are two types, namely Power of Attorney Charging Guarantee

\textsuperscript{23} Interview with Mr. H. Zas'ari H. Zainuddin, SE. CRBD, President Director of PT. BPR Pesisir Akbar Bima on February 18, 2018.

\textsuperscript{24} Interview with Mr. Ir. Syamsuddin. HP, Head of Troubled Loan Handling Division PT. BPR Pesisir Akbar Bima on February 20, 2018.

\textsuperscript{25} Interview with Mrs. Hartati as Customer of PT. BPR Pesisir Akbar Bima on February 21, 2018
Right (SKMHT) and Deed of Burden of Mortgage (APHT). However, our frequent bank bonding is done to a notary / PPAT ie binding of guarantee with Power of Attorney Charging Mortgage Right (SKMHT). Because, most of the credit we throw to the debtor is only credit whose average ceiling is below Rp. 50,000,000, (fifty million), only a few debtors whose criteria deserve that we throw credits that the ceiling is above Rp. 50,000,000, (fifty million) until the ceiling of Rp. 300,000,000, (three hundredths of a million). However, the debtors we give credit ceiling below Rp. 50,000,000, (fifty million), the range with bad credit, and if the debtor ceases or has defaulted in its payment. Thus, the roles and responsibilities of notary / PPAT no longer exists, so the risk of loss of range against the creditors or us the bank.

The responsibility of PPAT in the binding of the guarantee using Power of Attorney Charging the Guarantee Right (SKMHT), so far only limited to make deed with attended by debtor or third party as owner of guarantee to sign deed. After that the deed is submitted to the bank for a copy. If the debtor is fully liable for the debtor is the bank, the PPAT only recommends increasing the status of the binding of the Power of Attorney Charging the Guarantee Right (SKMHT) to the Dealing Deed of Mortgage (APHT). It also, from PPAT must bring back the parties or Debtors to sign the deed of APHT.

Thus, the roles and responsibilities of a notary / PPAT in the credit guarantee binding, only limited to creditors and debtor partners to make the bond binding deed as one of the conditions for credit disbursement. Because, notarized deed / PPAT is not the protection of the parties, but the risk of loss in the respective responsibility of the parties. In fact, in this case the risk of loss of the range against the creditor as the bank.

IV. CONCLUSION

From the description of the results of the discussion of the problem at number one and the problem on number two as the authors conveyed in this writing, it can be drawn conclusion that is:

a. The position of PPAT deed in binding of credit guarantee is very important at the beginning of credit disbursement, because basically to help the bank PT. BPR Pesisir Akbar Bima entrusts the process of foreclosure if the debtor is defaulted.

b. The responsibility of the PPAT in the binding of collateral using SKMHT if the debtor is defaulted, only as a deed for credit binding only.

V. RECOMMENDATION

a. The credit guarantee binding deed using SKMHT made by PPAT is in fact the same position with the SKMHT binding deed made by a notary. Even a notarial deed is stronger because the authority is a notary who has the right to make the act.

b. Responsibility of PPAT in binding of credit guarantee in case of default, PPAT should have an active role to assist the bank. Such as re-facing the parties namely creditor and debtor to be given a legal understanding of the importance of the deed of PPAT, when a creditor is stuck like this.

26 Interview with Mr. Ahmad Muslim, SH, Head of Credit Division of PT. BPR Pesisir Akbar Bima on February 20, 2018.

27 Interview with Mr. Ir. Syamsuddin. HP, Head of Troubled Loan Handling Division PT. BPR Pesisir Akbar Bima on February 20, 2018.
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**Thesis**

Regulations

Law Number 30 Year 2004 State Gazette of the Republic of Indonesia Year 2004 Number 117. Supplement to State Gazette of the Republic of Indonesia Number 4432, Regulation of Notary Public.

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