

Juridical Implications of Power of Attorney Imposing Mortgage as Collateral in Credit Agreements at Regional Bank Public Company

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Abstract. *The purpose of this study is to analyze: 1) the implementation of credit agreements using a Power of Attorney to impose Mortgage as collateral in a Regional Public Company BPR Bank Brebes. 2) The juridical implications of the Power of Attorney to impose Mortgage which are used as collateral in the credit agreement at the Regional Public Company BPR Bank Brebes. The approach method used in discussing this research problem is a sociological juridical approach. The research specification used is descriptive analytical research. This type of data uses primary and secondary data. The data analysis method used in this research is qualitative data analysis. The results of the study concluded: 1). The implementation of a credit agreement using a Power of Attorney to impose Mortgage as collateral in a Regional Public Company BPR Bank Brebes is only carried out if absolutely necessary and the mortgagee cannot be present before a Notary/PPAT. The power of attorney must be given directly by the giver of the Mortgage and must meet the requirements that have been set. 2) The juridical implications of the Power of Attorney to impose Mortgage which are used as collateral in the credit agreement at the Regional Public Company BPR Bank Brebes are related to the SKMHT guarantee which cannot be withdrawn or cannot be terminated for any reason, except because the power of attorney has been exercised or because the time is up. SKMHT concerning Mortgage that has been registered must be followed by making APHT no later than 1 (one) month after it is given. If the land has not been registered, or has been certified but has not been registered in the name of the mortgagee as a new right holder, the deadline for making APHT is 3 months after it is granted. SKMHT which is not followed by making APHT within the specified time, is null and void. In addition, the SKMHT is only an authorized institution and not as a guarantee institution in*

paying off a loan. This means that SKMHT does not give any position to the bank as a creditor.

Keywords: Guarantee; Implication; Juridical; SKMHT.

1. Introduction

As development increases, so does the need for funding, most of which is funded to meet these needs through borrowing or credit.¹ Credit has an important role in the economy because its purpose is to help a person or business entity in a state of financial difficulty in order to develop their business. The credit provided is expected to promote economic activity and improve people's living standards.

Given the importance of credit funds is in the development process, already should be if the giver and recipient of credit, as well as other related parties receive protection through a rights institution a strong guarantee that can provide legal certainty for all parties who interested.²The credit agreement is the main agreement, while the existence of a guarantee in the main agreement arises an additional agreement regarding the guarantee. The additional agreement or also known as the Accessoir Agreement, cannot stand alone but exists and is deleted depending on the main agreement, such as a credit agreement.

Article 1313 of the Civil Code defines an agreement as an act whereby one or more persons bind themselves to one or more persons. An agreement is a legal act in which one or more persons bind themselves to one or more persons.³ An agreement is a legal relationship regarding property between two parties, where one party promises or is deemed to have promised to do something or not to do something, while the other party has the right to demand the implementation of that promise.⁴

The obligation to submit a guarantee from the debtor in the context of a debt agreement is actually inseparable from the agreement between the parties. Acceptance of collateral by a creditor also pays attention to the feasibility of the guarantee in accordance with the amount of debt requested by the creditor.

¹Purwahid Patrik and Kashadi. (2008). *Hukum Jaminan*. Faculty of Law. Semarang: Universitas Diponegoro, p. 32

²I Putu Deny Wiryanta, I Ketut Mertha, I Made Puryatma, Surat Kuasa Membebaskan Hak Tanggungan (SKMHT) Dalam Perjanjian Kredit Perbankan Di Kota Denpasar, *Jurnal Ilmiah*, Master of Notary Law, 2015 – 2016, Universitas Udayana, Bali, p. 1

³R. Setiawan. (1999). *Pokok-Pokok Hukum Perikatan*. cetakan keenam. Bandung: Putra Bardin. p.49

⁴Wirjono Prodjodikoro. (2000). *Asas-asas Hukum Perjanjian*. Bandung: Sumur. p.4

Therefore, in general, the creditor requires the submission of the guarantee before providing a loan to the debtor.⁵

Credit agreement terms at Regional Public Company BPR Bank Brebes, then the borrower / customer must provide collateral. Without providing collateral, a customer will not get loan money, because collateral is a condition for borrowing money at the Regional Public Company BPR Bank Brebes. Requirements are very important in applying for credit. The applicant will not get funds for his business if he does not meet the requirements requested from the bank. The collateral object will become the power of PT. BPR Bank Brebes as long as the debt has not been repaid. The guarantee provided can be in the form of movable goods or immovable property, or in the form of a promise to guarantee debt which is a individual guarantee. Material guarantees give material rights to guarantee holder.⁶

Mortgage is a form of guarantee for debt repayment, with pre-emptive rights, with the object of the guarantee in the form of land rights as regulated in the UUPA. In the installation and registration of Mortgage under certain conditions, it is necessary first to make a Power of Attorney to impose Mortgage (SKMHT) related to the condition of the object of Mortgage. In relation to SKMHT, a period of time is regulated so that the SKMHT is followed into the Deed of Granting Mortgage Rights (APHT). After the SKMHT deed is read by the Notary-PPAT, then a deed is signed which shows that the SKMHT made was indeed agreed upon by the parties. Inclusion of date, day,⁷

The use of SKMHT is often used to delay the imposition of Mortgage on credit guarantees. Many creditors hold SKMHT which will only be implemented if there are symptoms of the debtor's default. Although the risk due to the fact that the Mortgage has not been charged is fully borne by the creditor (the holder of the guarantee). SKMHT is the power given by the giver of Mortgage as the giver of power to the recipient of a special power of attorney to charge an object with Mortgage. The giver of SKMHT here is the owner of the guarantee, while the recipient of the SKMHT is the recipient of the guarantee.

2. Research Methods

The approach method used in this research is a sociological juridical approach. The specifications of the research conducted by the author are classified as

⁵Munir Faudy. (2008). *Pengantar Hukum Bisnis*. Bandung: Citra Aditya Bakti. p.40

⁶M. Bahsan. (2008). *Hukum Jamiman dan Jaminan Kredit Perbankan Indonesia*. Jakarta: Rajagrafindo Persada. p.2

⁷Dian Cahyo. Gunarto. Pelaksanaan Surat Kuasa Membebaskan Hak Tanggungan (SKMHT) di Kota Pekalongan. *Jurnal Akta*. Vol. 4 No. 2 June 2017. Unissula. Semarang. p.255

analytical descriptive research. Methods of data collection using interview techniques and literature study. After the data from the field is collected with the data collection methods described above, the authors will manage and analyze the data using qualitative analysis.

3. Results and Discussion

3.1. Implementation of a Credit Agreement Using a Power of Attorney Imposing Mortgage as Collateral in a Regional Public Company BPR Bank Brebes

Economic recovery in the midst of the COVID-19 pandemic cannot be separated from the role of the banking business, especially lending. In Brebes Regency, the community's economic recovery cannot be separated from the role of the Regional Public Company BPR Bank Brebes. Based on Article 1 Paragraph 5 of the Regional Regulation of the Brebes Regency Number 1 of 2019 concerning the Regional Public Company of Bank Brebes Rural Banks, the Regional Public Company, hereinafter referred to as Perumda, is a Regional Owned Enterprise whose entire capital is owned by one region and is not divided into shares. Perumda BPR Bank Brebes is domiciled and headquartered in Brebes.

This Regional Public Company (Perumda) in the banking sector owned by the Brebes Regency Government, was originally named Bank Puspa Kencana Brebes, but now with the launch it has changed its name to the People's Credit Agency (BPR) Bank Brebes. Change of name and logo, based on government Regulation Number 54 of 2017 concerning BUMD. Then the Regional Regulation (Perda) Number 1 of 2019 concerning the change of Bank Puspa Kencana Brebes became Perumda BPR Bank Brebes with the approval of the Financial Services Authority (OJK) on March 19, 2019. Bank Brebes has an initial capital of IDR 9 billion, and there is an additional IDR 1 billion from the Brebes Regency Government. Perumda BPR bank BREBES has 1 central service office, and 6 cash offices, including the Insurance Cash Office, Bumiayu Cash Office, Banjaratma Cash Office, Jatibarang Cash Office, Bulakamba Cash Office, and Tonjong Cash Office.

The purpose of the Perumda BPR Bank Brebes, is based on Article 3 of the Regional Regulation of the Brebes Regency Number 1 of 2019 concerning Regional Public Companies for Bank Brebes Rural Banks, namely:

1. The purpose of establishing Perumda BPR Bank Brebes is to assist and encourage regional economic growth in order to improve the welfare of the community.
2. The objectives of the establishment of Perumda BPR Bank Brebes are:

- a. Encouraging MSMEs as economic actors;
- b. Support regional development and economy; and
- c. As a source of local revenue.

Perumda BPR Bank Brebes also aims to always innovate through the development of products that are of interest to the public and at the same time carry out government functions in order to improve the welfare of the people of Brebes. The business activities of Perumda BPR Bank Brebes are based on Article 6 of the Regional Regulation of Brebes Regency Number 1 of 2019 concerning Regional Public Companies for Bank Brebes Rural Banks, namely:

1. collect funds from the government and the public in the form of deposits, in the form of time deposits, savings, and/or other equivalent forms;
2. disbursing credit and carrying out guidance for micro, small and medium enterprises;
3. placing the funds in a financial institution;
4. cooperate with financial institutions and other institutions;
5. assist local governments in optimizing the distribution of funds for programs and activities in accordance with the provisions of laws and regulations;
6. assist local governments and village governments in carrying out the functions of village treasury holders and as a distribution of village fund allocations, village funds, tax and levy revenue sharing, provincial financial assistance, Regency financial assistance, fixed income (SILTAP) for village officials in accordance with the provisions of laws and regulations; and
7. carry out other banking businesses in accordance with the provisions of laws and regulations.

Perumda BPR Bank Brebes in serving the community in credit agreements always uses the principle of prudence. Before a credit facility is granted, the bank must feel confident that the credit provided will actually be returned (paid off). This confidence is obtained from the results of the credit assessment. In conducting

the assessment the criteria and aspects of the assessment remain the same. Usually, the assessment criteria that must be carried out have become the standard for every bank to get really profitable customers, carried out with the 5C and 7P principles and the 3R principles.⁸

The implementation of credit agreements at Perumda BPR Bank Brebes cannot be separated from the role of a notary. This legal relationship between a Notary and a Bank is usually called a bank/cooperation partner relationship. The role of the Notary in the service sector is as an official who is given some authority by the State to serve the public in the civil sector, especially the making of authentic deeds. Notary institutions are one of the social institutions in Indonesia. This institution arises from the need in the association of fellow human beings who require the existence of evidence regarding the existing and/or existing civil law relationship between them.⁹ So the role of a notary in the implementation of credit here is to make an authentic deed of a credit agreement¹⁰.

The most important stages in granting credit at Perumda BPR Bank Brebes are verification and assessment of collateral. The provision of credit by the bank is always accompanied by the submission of a guarantee by the debtor, the implementation of the binding of the guarantee is carried out at the time of signing the credit agreement. One of the guarantees used in the credit agreement at Perumda BPR Bank Brebes is Mortgage.¹¹ In the event that the Mortgage Provider is unable to appear before the PPAT or Notary, Article 15 Paragraph (1) of Law No. 4 of 1996 provides the opportunity for the Mortgage Provider to use SKMHT. In principle, the encumbrance of the Mortgage must be carried out by the Mortgage Provider himself, but if it is really necessary, namely in the event that the Mortgage Provider cannot be present before the PPAT, then he is obliged to appoint another party as his proxy with a Power of Attorney to impose Mortgage (hereinafter abbreviated as SKMHT). in the form of an authentic deed.¹²

⁸ Ibid.

⁹ Kun Amim Baljun, Akhmad Budi Cahyono, Pemberlakuan Surat Kuasa Membebaskan Hak Tanggungan Yang Tidak Diikuti Dengan Pembuatan Akta Pemberian Hak Tanggungan, *Jurnal Hukum*, Universitas Indonesia, p.2

¹⁰ Deen, Thaufiq., Ong Argo Victoria & Sumain. (2018). *Public Notary Services In Malaysia*. *JURNAL AKTA*: Vol. 5, No. 4, 1017-1026. Retrieved from <http://jurnal.unissula.ac.id/index.php/akta/article/view/4135>, see to Ong Argo Victoria, Ade Riusma Ariyana, Devina Arifani. (2020). *Code of Ethics and Position of Notary in Indonesia*. Sultan Agung Notary Law Review 2 (4), 397-407, <http://lppm-unissula.com/jurnal.unissula.ac.id/index.php/SANLaR/article/view/13536>

¹¹ Siti Malikhatun Badriyah, Problematika Pembebanan Hak Tanggungan, Masalah – Masalah Hukum 45, *Jurnal Hukum UNDIP*, No. 3, 2016, p. 173

¹² I Putu Deny Wiryanta, Loc.Cit, p.244

Provisions regarding SKHMT are regulated in the Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 22 of 2017 concerning Stipulation of Deadline for Use of Power of Attorney to Imposition Mortgage Rights to Guarantee the Repayment of Certain Credits. Article 2, namely:

The Power of Attorney to impose Mortgage to guarantee the repayment of credit/financing/loans is valid until the expiration of the main agreement, which is as follows:

- 1) Credit/Financing/Loans granted to Micro and Small Business customers, within the scope of the definition of productive business owned by individuals and/or individual business entities.
- 2) Credit/Financing/Loans intended for housing procurement are:
 - a. Ownership or repair of core houses, simple houses or flats with a maximum land area of 200 m² (two hundred square meters) and a building area of not more than 70 m² (seventy square meters); and
 - b. Ownership or repair of Ready to Build Land (KSB) with a land area of 54 m² (fifty four square meters) to 72 m² (seventy-two square meters) and credit granted to finance the building.
- 3) Credit/Financing/Other productive loans with a ceiling of up to IDR200,000,000.00 (two hundred million rupiah)

While the validity period of SKMHT is regulated in Article 3:

Power of Attorney to impose Mortgage which is valid for up to 3 (three) months, for land rights whose certificates are still under management, with the following criteria:

1. Productive Credit/Financing/Loan for Micro Business/Small Business with a credit limit of IDR 50,000,000.00 (fifty million rupiah) up to IDR 250,000,000.00 (two hundred and fifty million rupiah);
2. Credit/Financing/Loans intended for the procurement of shop houses by Micro/Small Enterprises with a maximum area of 200 m² (two hundred square meters) and a building area of at most 70 m² (seventy square meters) with a credit/financing/loan ceiling does not exceed IDR 250,000,000.00 (two hundred and fifty million rupiah) which is guaranteed by land rights which are financed for its procurement with such credit/financing/loan.

This arrangement is in line with Article 15 paragraph (3) and paragraph (4) of the UUHT, namely:

1. For SKMHT regarding land rights that have been registered, it must be followed by making APHT no later than 1 (one) month after the signing of the SKMHT.
2. For SKMHT concerning rights to land that have not been registered, it must be followed by making APHT no later than 3 (three) months after the SKMHT is signed.

The definition of registered land is that the land has been certified or the land already has a certificate and is registered at the land office on behalf of the giver of the mortgage. Meanwhile, for unregistered land, the land is administratively not registered in the name of the mortgagee or it could be that the land is in the process of being renamed, splitting, separating, or registering for the first time at the local Regency/Municipal land office.¹³

The provisions regarding the validity period of SKMHT as regulated in the provisions of Article 15 paragraph (3) and paragraph (4) of the UUHT do not apply in the event that SKMHT is granted to guarantee certain credits stipulated in the applicable laws and regulations. The specific loans referred to are small credit program loans, home ownership loans and other similar loans. Determination of the validity of the SKMHT deadline for the type of credit is carried out by the Minister in charge of land affairs after coordinating and consulting with the Minister of Finance, Governor of Bank Indonesia, and other relevant officials.

The required documents that are completed by the parties in making SKMHT at Perumda BPR Bank Brebes are:¹⁴

1. Identity/KTP of the husband and wife of the debtor.
2. Family card of the debtor/guarantor.
3. Certificate or title to land.
4. Credit agreement/debt binding between debtor and creditor.
5. UN NJOP.

¹³H. M. Arba, (2015), *Hukum Agraria Indonesia*, Jakarta: Sinar Grafika, p. 170.

¹⁴ Interview with Mrs. Winarsih, President Director of Rural Bank (BPR) Bank Brebes

The implementation of the credit agreement with the guarantee of a Power of Attorney for Imposing Mortgage (SKMHT) at a Regional Public Company BPR Bank Brebes is only carried out if absolutely necessary and the mortgagee cannot be present before a Notary/PPAT. The power of attorney must be given directly by the giver of the Mortgage and must meet the requirements that have been set. Power of Attorney for Imposing Mortgage (SKMHT) is a letter or deed containing the power of attorney given by the Collateral Giver/Land Owner (Proxy) to the Proxy to represent the Authorizer to carry out the encumbrance of Mortgage Rights to Creditors on land belonging to the Authorizer.¹⁵The installation stage of the SKMHT is carried out before a Notary or PPAT and is carried out after the credit agreement as the main agreement contains the parties' agreements regarding borrowing money by installing Mortgage Rights. Ownership of land rights that will be charged with Mortgage Rights through SKMHT, Notary or PPAT must pay attention to whose name the land is. This is because in the comparison of SKMHT to be made it must be stated in accordance with what is stated in the certificate.

The installation of one or more land rights in one SKMHT made by PPAT is carried out based on the form and content of the SKMHT that has been determined by PMNA/Head of BPN Number 8 of 2012 concerning Forms of Power of Attorney to Charge Mortgage Rights. After the SKMHT is signed, the Notary or PPAT must check the existence of the land rights that will be used as the object of the Mortgage at the request of the creditor. This is done by a Notary or PPAT by making a letter of application to the Office of the National Land Agency (BPN) for the land registration section to provide information about the existence of the land that will be used as the object of Mortgage.¹⁶

Based on the description above, the implementation of credit agreements with SKMHT guarantees at Perumda BPR Bank Brebes is only allowed in special circumstances, namely if the mortgage giver is unable to present himself before a Notary/PPAT to make APHT. In this case, the grantor of the Mortgage is obliged to appoint another party as a proxy with SKMHT in the form of an authentic deed and the making is submitted to a Notary or PPAT. The power of attorney must be given directly by the giver of the Mortgage and must meet the requirements that have been set. The installation stage of the SKMHT is carried out before a Notary or PPAT and is carried out after the credit agreement as the main agreement

¹⁵Nanang Tri, Tioma R, Penggunaan Surat Kuasa Membebaskan Hak Tanggungan (SKMHT) Dalam Perjanjian Redit Perbankan Pada Bank Perkreditan Rakyat (Bpr) Di Wilayah Kerja Bank Indonesia Jember, *Jurnal Rechtsens*, Vol. 2, No. 2, December 2013, p. 68

¹⁶Rachmadi Usman, (1999), *Pasal-Pasal Tentang Hak Tanggungan Atas Tanah*, Jakarta: Djambatan, p.440.

contains the parties' agreements regarding borrowing money by installing Mortgage Rights¹⁷.

3.2. Juridical Implications of Power of Attorney for Imposing Mortgage Used as Collateral in Credit Agreements at Regional Public Company BPR Bank Brebes

The making of SKMHT at Perumda BPR Bank Brebes is motivated by various interests and obstacles, mainly because the process of loading, granting, and installing Mortgage Rights is not easy, among others due to the following:

1. Must go through a certain formality.
2. Takes a long time.
3. Requires relatively high loading costs.
4. Credit provided by creditors to debtors is basically too short and the amount is not too large.
5. The object to be pledged as collateral has not been certified.
6. The creditor trusts the debtor, meaning that he feels guaranteed when he has got the power of the debtor to install Mortgage Rights. On the other hand, the debtor also feels helped and safe with the installation of Mortgage Rights by the creditor.

Regarding the time limit for the use of the Power of Attorney for Imposing Mortgage (SKMHT) it is explained in Article 15 Paragraph (3) and (4) of the Mortgage Law. Article 15 Paragraph (3), namely the Power of Attorney to impose Mortgage on land rights that have been registered, must be followed by making a Deed of Granting Mortgage within a period of no later than one month after it is granted. Article 15 paragraph (4). The Power of Attorney for Imposing Mortgage concerning rights to unregistered rights must be followed by the making of a Deed of Granting Mortgage within a period of no later than three months after it is granted.

¹⁷ Chuasanga A., Ong Argo Victoria. (2019). *Legal Principles Under Criminal Law in Indonesia and Thailand*, Jurnal Daulat Hukum, Vol 2, No 1 (2019) <http://jurnal.unissula.ac.id/index.php/RH/article/view/4218> , see to Yaya Kareng, Ong Argo Victoria, R. Juli Moertiyono. (2019). How Notary's Service in Thailand. Sultan Agung Notary Law Review, 1 (1), 46-56, <http://jurnal.unissula.ac.id/index.php/SANLaR/article/view/4435>

This was later confirmed in the Regulation of the Minister of State for Agrarian Affairs/Head of the National Land Agency Number 4 of 1996 concerning the Stipulation of the Deadline for the Use of Power of Attorney to impose Mortgage Rights (SKMHT) to guarantee the repayment of certain loans, as in Article 1 states that the Power of Attorney to impose Mortgage Rights given to guarantee the repayment of the types of Small Business Loans as referred to in the Decree of the Board of Directors of Bank Indonesia No.26/24/KEP/Dir dated May 29, 1993, which are below are valid until the expiration of the validity period of the relevant principal agreement”, including:¹⁸

1. Loans granted to small business customers, which include:
 - a. Credit to Village Unit Cooperatives
 - b. Farm Credit
 - c. Credit to Primary Cooperatives for its Members.
2. Home Ownership Loans granted for housing procurement are as follows:
 - a. Credit granted to finance the ownership of a core house, simple house or flat with a maximum land area of 200 m² (two hundred square meters) and a building area of not more than 70 m² (seventy square meters)
 - b. Loans granted for the ownership of Ready-to-Build Lot (KSB) with a land area of 54 m² (fifty-four square meters) and credits granted to finance the building
 - c. Loans granted for home repairs or renovations as referred to in letters a and b
3. Other productive loans granted by Commercial Banks and Rural Banks with a credit limit not exceeding IDR 50,000,000.00 (fifty million rupiahs), among others:
 - a. Rural General Loans (distributed by State Banks)
 - b. Business Service Loans (distributed by Government Banks).

¹⁸ Sri Mulyani, *Jangka Waktu Penggunaan Akta Surat Kuasa Membebaskan Hak Tanggungan Dalam Rangka Pemberian Fasilitas Kredit Perumahan Bersubsidi (Penelitian Di Bank Artha Graha Internasional, Tesis Magister Kenotariatan, 2019, Universitas Sumatera Utara, p.93*

Article 2 of the Ministerial Regulation Number 22 of 2017 concerning Power of Attorney to impose Mortgage Rights states that to guarantee the repayment of credit/financing/loans, it is valid until the expiration of the main agreement, which is as follows:

1. Credit/Financing/Loans granted to Micro and Small Business customers, within the scope of the definition of productive business owned by individuals and/or individual business entities.
2. Credit/Financing/Loans intended for housing procurement, which are as follows
 - a. Ownership or repair of core houses, simple houses or flats with a maximum land area of 200 m² (two hundred square meters) and a building area of not more than 70 m² (seventy square meters).
 - b. Ownership or repair of Ready to Build Land (KSB) with a land area of 54 m² (fifty four square meters) to 72 m² (seventy-two square meters) and credit granted to finance the building.
3. Credit/Financing/Other productive loans with a ceiling of up to IDR200,000,000.00 (two hundred million rupiah).

Based on Article 3 of the Ministerial Regulation Number 22 of 2017 states that the Power of Attorney to impose Mortgage Rights which is valid for up to 3 (three) months, for land rights whose certificates are still under management, with the following criteria:

1. Productive Credit/Financing/Loan for Micro Business/Small Business with a credit limit of IDR 50,000,000.00 (fifty million rupiah) up to IDR 250,000,000.00 (two hundred and fifty million rupiah).
2. Credit/Financing/Loans intended for the procurement of shop houses by Micro/Small Enterprises with a maximum area of 200 m² (two hundred square meters) and a building area of at most 70 m² (seventy square meters) with a credit/financing/loan ceiling does not exceed IDR250,000,000.00 (two hundred and fifty million rupiah) which is secured by land rights which are financed for its procurement by such credit/financing/loan.

Article 4 Power of attorney to impose Mortgage which has been issued prior to the enactment of this Ministerial Regulation, is declared to remain valid and remains valid until its term expires. Article 5 At the time this Ministerial Regulation comes into force, the Regulation of the State Minister of Agrarian

Affairs/Head of the National Land Agency Number 4 of 1996 concerning the Stipulation of the Deadline for the Use of Power of Attorney to Imposing Mortgage to Guarantee the Repayment of Certain Loans is revoked and declared invalid.

If in this case the debtor commits a breach of contract or default as long as the debtor has good faith, it will be more profitable for the creditor if it is taken by means of a win-win solution with the debtor. On the other hand, if the debtor does not have good faith, then another way that can be taken is by judicial means where the unregistered APHT becomes evidence. If the debtor defaults or breaks his contract while the creditor is concurrent, the settlement of this case usually uses two methods of settlement, namely litigation and non-litigation.¹⁹

Based on the above description, the juridical implications of the Power of Attorney for Imposing Mortgage which are used as collateral in the credit agreement at the Regional Public Company BPR Bank Brebes are related to the SKMHT guarantee which cannot be withdrawn or cannot be terminated for any reason, except for the power of attorney. has been implemented or because the time period has expired. SKMHT regarding registered Mortgage Rights must be followed by making APHT no later than 1 (one) month after it is given. If the land has not been registered, or has been certified but has not been registered in the name of the mortgagee as a new right holder, the deadline for making APHT is 3 months after it is granted. SKMHT which is not followed by making APHT within the specified time, is null and void.

4. Conclusion

The implementation of a credit agreement using a Power of Attorney to impose Mortgage as collateral in a Regional Public Company BPR Bank Brebes is only carried out if absolutely necessary and the mortgagee cannot be present before a Notary/PPAT. The power of attorney must be given directly by the giver of the Mortgage and must meet the requirements that have been set. The implementation of credit agreements at Perumda BPR Bank Brebes cannot be separated from the role of a notary. The required documents that are completed by the parties in making SKMHT at Perumda BPR Bank Brebes are: Identity/KTP of the husband and wife of the debtor, family card of the debtor/guarantor, certificate or base of land rights, credit agreement/debt binding between debtor and creditor and NJOP PBB . The juridical implication of the Power of Attorney to impose Mortgage which is used as collateral in the credit agreement at the Regional Public Company BPR Bank Brebes is related to the SKMHT guarantee

¹⁹ Delia Rizki, Kelamahan Surat Kuasa Membebaskan Hak Tanggungan (SKMHT) dalam Pengikatan Hak Tanggungan, *Tesis Magister Hukum Kenotariatan*, 2017, Universitas Sumatera Utara , Medan, p.118

which cannot be withdrawn or cannot be terminated for any reason, except because the power of attorney has been exercised or because it has expired. SKMHT regarding registered Mortgage Rights must be followed by making APHT no later than 1 (one) month after it is given. If the land has not been registered, or has been certified but has not been registered in the name of the mortgagee as a new right holder, the deadline for making APHT is 3 months after it is granted. SKMHT which is not followed by making APHT within the specified time, is null and void by law. In addition, the SKMHT is only an authorized institution and not as a guarantee institution in paying off a loan. This means that SKMHT does not give any position to the bank as a creditor

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