



Legal Protection for the Creditor as the Mortgage Holder for Granting Loan Using Collateral Land and Building against Bad-Loan Debtor

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Abstract

The writing of this article is based on a research that aims to analyze and identify the application of prudential banking principles in loan agreement by the bank as creditor for granting loans using collateral land and building as well as to analyze and describe legal protection for creditor as the mortgage holder for granting loan using collateral land and building against bad-loan debtor. The method used is normative legal research using statute and conceptual approaches. Based on the results of the study, mortgage certificate has a permanent, executorial and legal force. It has an executive force that is equivalent to a court decision that has permanent legal force and applies as a substitute for *grosse acte hypotheek* as long as it concerns land rights. To secure the loan granted to the debtor, the mortgage certificate holder, especially the Bank, has received legal protection in the form of a *droit de preference* (having precedence rights over other creditors), *droit de suite*, the ease of auction. In this case, the mortgage object is protected from bankruptcy and it cannot be divided into mortgage objects.

Keywords: Legal Protection; Loan; Mortgage

Introduction

Everyone needs a place to live to take refuge and settle in a place. However, the current human need for shelter is increasingly difficult because it is influenced by various factors. One of them is the high cost of buying field/ land and building residential buildings. Certificates of land rights are needed as strong and legitimate evidence for rights holders. At the same time, land rights which are realized in the form of land certificates also provide legal force and authority to the right holders to use a field/ land area with the aim of meeting certain needs.

Holders of land rights are given the authority to use the earth, water, and space above it for direct purposes related to the use of the land. In addition, one of the rights to land as evidenced by ownership of a certificate by the right holder is to guarantee land rights, collateral in the form of securities, or land certificates to the bank with the aim of taking certain additional funds or financing through the acquisition of a mortgage.¹

¹ Urip Santoso, *Registration and Transfer of Land Rights*, First Edition, First Print, Kencana Prenada Media Group, Jakarta, 2010, page 408

Mortgage is a form of collateral rights to land and other objects that are above it which is one unit with the land. In addition, this mortgage gives *droit de preference* rights to the holder. It means that the mortgage recipient has priority over other creditors in terms of executing the collateral object if the debtor breaches the contract or is unable to pay off their obligations accordingly which requires them to sell the collateral object. This is stated in Article 1 number (1) and Article 20 paragraph (1) of Law No. 4 of 1996 concerning Mortgage on Land and Objects Related to the Land. In addition, another special position of the mortgage is *droit de suite*, which means that the mortgage still burdens on the mortgage object wherever it is. Creditor of mortgage holder still has the right to sell it by auctioning off object that becomes the collateral object even though its rights have been transferred to other parties.

Business capital loan agreements, loan agreements with collaterals of houses or buildings in practice are burdened with mortgages and are usually carried out for a long period. Over time, for some reason, there is a risk that the debtor cannot carry out their obligations any longer to repay their debt to the Bank which is caused by the destruction of collateral land and building due to natural disasters of landslides. In such circumstances, loan rescue is usually carried out; for instance, by extending the loan term. The weak analysis of loans is one of the factors causing bad loans; for instance, there is cooperation or compromise with individual banks even though the loan is not feasible to give approval.

Based on the above explanation, problems arise about how the application of the prudential banking principles in the agreement by the bank as creditor for granting loans using collateral land and building, as well as legal protection for creditor as mortgage holder when natural disaster occurs that cause collateral destruction

The research that the researchers will use is normative legal research. Normative legal research is legal research conducted by examining library materials.² The discussion of this study was carried out using statute and conceptual approaches. The authors will use both approaches to find and provide answers to legal problems, especially those related to the prudential banking principles. Here the authors conduct an analysis of how the implementation of the prudential banking principles in the agreement by the bank as the creditor for granting loans using collateral land and building as well as legal protection for creditor as mortgage holder when natural disasters occur that cause collateral destruction.

Legal materials used in this writing are primary, secondary, and tertiary legal materials. Primary legal material consists of laws and regulations relating to the research. Secondary legal material consists of literature books or readings relating to the research, research results relating to the research, legal journals, and opinions of experts relating to the research. Tertiary legal materials consist of legal dictionaries, Indonesian language dictionaries, and articles from the internet.

Legal materials that have been collected, including primary, secondary and tertiary legal materials, will be systematically grouped and then analyzed to answer the existing problems. The existing legal materials are analyzed using descriptive analysis technique.

Discussion

1. Application of the Prudential Banking Principles in Loan Agreement by the Bank as Creditor to Land and Building Collateral

Loans or financing provided by banks have an element of risk. Therefore, in its implementation, banks must pay attention to sound loan principles. The application of this principle is intended to prevent or reduce the risk. Thus, the banking world is required to implement prudential banking principles.

The definition of prudential banking principles itself is the principle of risk control through the implementation of applicable legislation and the provisions consistently.³ The purpose of implementing

² Soerjono Sukanto, *Introduction to Legal Research*, University of Indonesia: Jakarta, 2007, page 15

³ Daeng Naja, *Loan Law and Bank Guarantee*, (Bandung: Citra Aditya bakti, 2005), page 293

the prudential banking principles is to maintain the security, health and stability of the banking system, legislation and regulations that apply consistently.⁴

Definition of prudential banking principles, according to the provisions of Article 2 of Law No. 10 of 1998 concerning Banking states that “in carrying out its business, Indonesian banks are based on economic democracy by using the prudential banking principles”.⁵ Prudential banking principles are an important principle in the practice of banking in Indonesia so that it must be implemented or applied by the Bank in carrying out its business activities.

Banks are also required to design a good legal relationship with prospective customers or their debtors, so that a good working synergy between creditor and debtor can be created. If the customer/debtor is declared a breach of contract, the bank can easily execute the collateral object that has been given by the debtor based on the design of the legal relationship that has been made previously. Thus, the collateral object for granting loans is a powerful means to secure loan provision.⁶

The process of granting loan decisions includes initiatives and loan requests followed by loan analysis, loan evaluation, loan negotiations, recommendations for loan decisions, loan agreements, loan agreements, loan documentation and administration, loan disbursement agreements, and loan monitoring. It must also pay attention to the risks that might arise so that anticipation can be carried out by efforts as protection, legal aspects that strengthen the position of the bank as well as various alternative rescue loans. In the part of review of this study, specifically regarding building use rights, an analysis of collateral that will be used as a collateral loan needs to be carried out.

2. *Analysis on Collateral Land and Building as the Loan Collateral*

Collateral means an object, item, document of ownership of goods or rights owned by a prospective debtor individually or a legal entity. It is given to banks as collateral objects for loans given by banks. The existence of a loan secured by collateral will give the creditor the right and power to get repayments for loans that are channeled to the debtor if the debtor experiences a breach of contract. This collateral serves to reduce risk and guarantee the interests of the bank for the loans they have channeled. Analysis of the loan collateral consists of 2 (two) important considerations that need to be done by the creditor as fulfilling the collateral criteria, including:

- a. Marketable, meaning that when it is executed, the collateral is easily sold or cashed as a settlement for debtor's debt;
- b. Secured, means that loan collateral objects can be legally bound in a formal manner in accordance with legal and statutory provisions. In addition, if in the future the debtor experiences a breach of contract, the bank has juridical power to carry out the execution.

Landslides that occurred in a debtor caused the entire building and land to be used as a mortgage object to be destroyed. On the other hand, loans given by creditors as mortgage holders have not been paid off.⁷ This makes the mortgage certificate ambiguous; whether or not is it still valid and how is the legal strength of the mortgage certificate. The disappearance of mortgage objects greatly impacts the legal strength of mortgage certificates. It is because the object (land) bound by the mortgage has been destroyed. The legal strength of mortgage certificates can be seen from the validity of the mortgage certificate itself. Whether or not a mortgage is valid, the certificate can be seen from the fulfillment of the terms and procedures for granting mortgages which are clearly stipulated in the Mortgage Law regarding

⁴ Daeng Naja, *Op. Cit.*, page 293

⁵ Article 8, Law No. 10 of 1998 concerning Amendment to Law No. 7 of 1992 concerning Banking, State Gazette of the Republic of Indonesia of 1998 No. 182.

⁶ Djoni S. Gazali & Rachmadi Usman, *Banking Law*, (Jakarta: Sinar grafika, 2012), page 271

⁷ Interviews, mortgage recipients (debtor) on January 5, 2018

the awarding of mortgages mentioned in Chapter IV concerning Procedures for Granting, Registering, Transitioning and Abolishing Mortgage in Article 10, 11, 12, 13 and 15.

3. *Process of Giving Mortgage*

The procedure for determining a mortgage in a Mortgage Law is divided into 2 (two): the first is granting a mortgage through a Power of Attorney Mortgage (SKMHT) followed by a Deed of Mortgage (APHT) and the second through APHT. In the explanation of Article 15 paragraph (1) of the Mortgage Law, SKMHT is used if the mortgage provider cannot be present before Conveyancer where the use of SKMHT is permitted. In line with that, the power of attorney must be given directly by the mortgage provider and must meet the requirements. For land rights that have been registered, it must be followed by making APHT no later than 1 (one) month after being granted. Meanwhile, the rights to land that have not been registered must be fulfilled within 3 (three) months.⁸ Another reason for using SKMHT is that the certificate of land rights that will become a collateral not yet through the process of checking the office of the local National Land Agency. Thus, binding with APHT cannot be done directly. Giving a mortgage based on SKMHT is regulated in Article 15 of the Mortgage Law. SKMHT is the power to charge this mortgage covering the power to face officials (in this case the Notary or Conveyancer and officials at the National Land Agency Office) to provide information needed in the process of granting and registering the mortgage, and showing and submitting the requested documents, making/ requesting to be made and signing the APHT and other required documents. In the SKMHT, the attorney gives a statement that the object of the mortgage belongs to the authorizer, is not involved in the dispute, is free from confiscation and of any burden. In addition, SKMHT also lists promises from the power of attorney (debtor or guarantor) and from the creditor.

The power of attorney granted with this SKMHT cannot be withdrawn by the authorization and does not end due to any reason except the APHT has been made. Giving a mortgage with an APHT is regulated in Article 10 of the Mortgage Law. The Mortgage Law determines the contents that are required for the validity of the APHT. Provisions regarding the contents of the APHT which are compulsory for the legitimate provision of the related mortgage. If it is not completely included, the relevant APHT is null and void.⁹ The substance of the APHT is regulated in Article 11 of the Mortgage Law in which APHT registration is formulated in Article 13 to Article 14 of the Mortgage Law. After the APHT was made by the Conveyancer and signed by the parties, the APHT was accompanied by a document and proof of land title and then registered at the local land office. The failure in registration will result in the non-entry into force of legal actions desired by the parties against third parties. Third parties may believe in publications that have been carried out, records in publications cannot be used to harm the rights and interests of third parties with good intentions. This right means that publication and recording are ignored, so the parties cannot postulate the relationship that exists between the parties to the third party. Based on the explanation above, a mortgage can be done in two ways, i.e. first is giving a mortgage with SKMHT which is then followed by APHT, and the second is giving a mortgage APHT. The APHT is accompanied by a document and a certificate of proof of land rights registered at the local land office no later than 7 (seven days) after being signed. The National Land Agency makes a mortgage land book and records it in the land book on the land that is the object of the mortgage and copies the notes to the certificate of land rights. Then the mortgage and certificate of land rights that have been burdened with a mortgage are issued.

⁸ Adrian Sutedi, *Op. Cit.*, page 62

⁹ Boedi Harsono, *Op. Cit.*, page 441

4. *Mortgage Abolition*

Based on the above explanation, based on the provisions of Article 27, Article 34, and Article 40 of the Agrarian Basic Law which regulates the abolition of property rights, business use rights, and building use rights, one of them is caused by the same factors; i.e. the destruction of the land. This explains that in the Civil Code and UUPA, land rights can be abolished if the land is destroyed. One of them is a natural disaster which resulted in the land being destroyed. However, in Law No. 4 of 1996 concerning Land Mortgage and Land-Related Objects hereinafter referred to as UUHT does not specify in detail or there is no clause that states that the abolition of land rights is one of them because the land is destroyed. The expiration of the mortgage is stated in the provisions of Article 18 paragraph (1) UUHT, which states that the mortgage ends or is abolished because of the following matters:

- a. Abolition of debt guaranteed by mortgage
- b. Mortgage release by mortgage holder
- c. Mortgage cleaning based on ranking by the Chair of the District Court.
- d. Abolition of rights to land that is burdened with mortgages

This becomes interesting, as the legal basis for carrying out Mortgage charges both through SKMHT and APHT on objects pledged by debtors, the UUHT does not specify the consequences of the destruction of the mortgage object land against the mortgage certificate. Based on the provisions of Article 18 paragraph (1) letter d of this UUHT, it can be interpreted in depth that the Mortgage Law formulates one of the factors that can abolish a mortgage; i.e. the abolition of rights to land burdened with mortgages. So, the destruction of all land that becomes the object of a mortgage because of an event outside the wishes of the debtor and creditor (in this case natural disaster) will result in the abolition/ non-entry into force of the mortgage certificate on the object or again see the provisions in the Civil Code and the UUPA where the reasons for the abolition of land rights are clearly stated.

The abolition of a mortgage due to landslides has administrative effects; i.e. abolishing the mortgage burden on the land book and the certificate of land rights that become the object of the mortgage by the local Land Office based on a written statement regarding the abolition of the mortgage from the mortgage holder to the mortgage lender in connection with the debtor's repayment.¹⁰

5. *Legal Protection for Creditor as Mortgage Holder for Granting Loans with Land and Building Collateral against Bad-Loan Debtor*

Getting legal protection is the hope of every legal subject in an agreement. Legal protection is a protection of one's rights and obligations. Definition of legal protection is a protection given to legal subjects in the form of preventive and repressive legal instruments.

As a preventive measure, the creditor must also supervise the loan in which the bank must monitor the use of loans; whether the usage is in accordance with the provisions or not. In addition, it is also necessary to make periodic visits, give warnings if the loan disbursed has a problem, and supervise the period of time so that the collateral of land and buildings is not lost or vanished before the loan is paid off. From the supervision stage, we can find out the quality of a loan or what is commonly referred to as the quality of productive assets.

¹⁰ Mohammad Machfudh Zarqoni, *Rights to Land Acquisition, Origin and Derivatives, and Relation to Legal Guarantee and Property Right Protection*, Prestasi Pustaka Publisher, Jakarta, 2015, page 57

The initial occurrence of problematic loans can be a deviation from the loan agreement terms and also a decrease in the cooperative attitude of the debtor; in the sense that the debtor breached the contract which caused the loan to be in trouble. So, as an effort to fulfill the rights for creditors to debtors who breach contracts, the handling can be carried out with two alternatives which include litigation (loan settlement) and non-litigation (loan rescue) legal efforts with the following explanation:

a. Non-Litigation

In the world of banking, the criteria for loans, which are handled through non-litigation, are generally loans that are included in the criteria of special attention, substandard, and doubtful. That means that this stage has not utilized legal institutions because the debtor tends to be cooperative where the business is still running. The non-litigation effort is in the form of a loan rescue as follows:¹¹

- 1) Rescheduling; this method is carried out if based on the assessment of the bank account officer, the debtor is unable to fulfill the obligation to repay the principal installments or interest loans. The rescheduling can be in the form of an extension of the loan term or extension of the installment period. For example, installments are set at 6 (six) months later to 12 months and reduce the amount of money for each installment resulting in the extension of the loan term.
- 2) Reconditioning; it is an attempt by the bank to save the loan provided by changing part or all of the conditions (requirements) that were initially agreed upon with the debtor and the bank which are then set forth in the loan agreement, one example of which is to reduce interest rates.
- 3) Restructuring; it is the conversion of interest to loan, the act of adding loan facilities to the debtor or by increasing equity, i.e. by depositing fresh money. Restructuring of the loan fund of S.K. DIR. BI 31/150/KEP/DIR/1998 dated 12 September 1998 is an effort made by banks in business activities so that debtors can fulfill their obligations, among others, by reducing loan interest rates, reducing loan interest arrears, loan principal reduction, loan term extension, addition of loan facilities, takeover of debtor assets in accordance with applicable regulations, and conversion of loans to temporary capital participation in debtor companies.

The removal of a mortgage as a material agreement has legal consequences; i.e. the change of creditor position which was originally a preferential creditor who has material rights and then is a concurrent creditor who has individual rights. Individual rights are rights arising from general collateral or collateral born from the Law, as stated in Article 1131 of the Civil Code.

Therefore, the creditor has equal rights and position with other creditors on the assets of a debtor so that in the fulfillment of their receivables, the payment cannot be prioritized even though some of them have bills that appear first than others. Concretely, a creditor has no right to demand payment in advance from another creditor. Such general collateral is given to every creditor who is entitled to all debtor assets as described above. Therefore, legal remedies can be carried out by creditors who no longer have preferent rights to the collateral object when the debtor breach of contract is that the creditor can submit a request for execution to the court through an ordinary lawsuit. It is necessary to know that the settlement of debts through this method is time-consuming and costs are large.

b. Litigation

In the world of banking, to handle loans in the bad loan category, litigation lines are used. This is usually referred to as loan settlement action. The factor that caused the loan settlement was due to unsuccessful efforts made in loan rescue and evidence that the debtor had carried out a breach of contract

¹¹ Bank Indonesia Circular Letter No. 26/4/BPPP on May 19, 2015

that could be fraud, waste, or bankruptcy of the debtor. Then, the next legal effort is through loan settlement actions in the form of billing or withdrawal, collateral execution and book removal.

Based on the provisions of Article 20 paragraph 1 of UUHT, there are 3 ways as the basis for the execution of mortgage-guaranteed objects that include:

- 1) Based on the *parate executie* referred to in article 6 of Law No. 4 of 1996 concerning Mortgage.
- 2) Based on the executorial title stated in the mortgage certificate as referred to in Article 14 paragraph 2 of Law No. 4 of 1996 concerning Mortgage.
- 3) Private voluntary sales.

In the world of banking, we know collateral institutions. The term collateral is the way creditors guarantee compliance with bills in general, in addition to the debtor's general responsibility for their goods. Its main function is to minimize, reduce the risks that can be experienced by creditors or banks as loan distributors. In other words, its function is as a means of protection for creditor security; i.e. regarding the certainty of repayment of debt by the debtor or debtor guarantor and the certainty of the debtor in carrying out all the performance obligations. The object of collateral law study is divided into 2 types, which consist of material and formal objects. The material object of collateral law is human. A formal object is a certain point of view of its material object. So, the formal object of collateral law is how legal subjects can charge collaterals to banking institutions or non-banking financial institutions. Legal studies on collateral include general collateral and special collateral. The rights of individual collateral arise from collateral agreements between creditors (banks) and third parties. An individual collateral agreement is a relative right; rights that can only be defended against certain people who are bound by the agreement.¹²

Collateral object is an absolute right of a particular object namely a collateral object of a debt, which can at one time be paid for the repayment of debtor's debts if the debtor breaks the promise. With these advantages/ characteristics, it has an absolute nature in which everyone must respect these rights, have a *droit de preference*, a *droit de suite*, and the principles contained in it, such as the principle of specialty and publicity have given the position and privileges for the right holder/ creditor. So, in practice, it is preferred by the creditor to the individual collateral.¹³

c. Making a Mortgage Deed by a Notary or Conveyancer

The assessment of the debtor in order to secure and provide creditor protection has stages in the process of making a mortgage deed by Conveyancer which also includes an effort to minimize risk and provide protection to the creditor. According to Article 10 paragraph (1) UUHT, the beginning of the stage of giving a mortgage is preceded by a promise to provide a mortgage as a certain debt repayment collateral which is included in the loan agreement and is an inseparable part of the loan agreement.¹⁴ Preparation for making APHT by Conveyancer is done by collecting juridical data concerning the subject and juridical data from the mortgage object. Based on juridical data collected, Conveyancer can determine the level of authority of the parties to accept or reject the APHT making process.

Basically, mortgage providers must present themselves before the Conveyancer. However, in certain circumstances, the mortgage lender cannot be present alone so that it can be authorized to other

¹² Djuhaendah Hasan and Salmidjas Salam, *Legal Aspects of Individual and Material Collateral Rights*, Jakarta, 2000, page 210

¹³ *Ibid*, page 21

¹⁴ Maria Darus Zaman, *Bank Loan Agreement*, Penerbit Alumni, Bandung, 1980, page 121

parties in the form of a Mortgage Charges (SKMHT). However, in reality, the party that came to Conveyancer more often was the creditor bringing a power of attorney from the debtor to charge the mortgage. So, in this case the viewer acts as the power of the mortgage provider and as the mortgage recipient.

d. Insurance Protection Against Mortgage Object

In the case of the destruction of the mortgage object, there is a precautionary measure taken by the bank/ creditor in addition to selecting various stages of the loan granting procedure to the stage of making a deed in the Notary office and or Conveyancer until the issuance of mortgage certificates by the National Land Agency. The creditor has another way, i.e. by proposing the object of the land that is burdened with a mortgage to be insured with the insurance company that works with the creditor. Giving a mortgage is preceded by a loan agreement in which there is a clause concerning the granting of a mortgage as a debt repayment collateral, and included in the deed, i.e. the Mortgage Granting Law (APHT) made by the Conveyancer which must fulfill the special principle and publicity principle. APHT is also permitted to include insurance promises. Then, the creditor requested that the debtor insure the mortgage object. To insure mortgage objects, a loss insurance agreement is made contained in a deed such as a policy. The policy legally creates an obligation for the guarantor to the creditor if an event occurs which can result in destruction or damage to the mortgage object as a repayment of debtor debt.¹⁵

Conclusion

The legal strength of mortgage certificates has a legal force that is permanent, executorial and legal. It has the same executive power as a court ruling that has permanent legal force and is valid as a substitute for *hypotheek grosse acte* as long as it concerns land rights. If the object of mortgage-laden land is destroyed by natural disasters, it will have an impact on the legal strength of mortgage certificates. So, based on the terms of the agreement, related to mortgage objects in the form of land that has been completely destroyed due to natural disasters, the mortgage certificate does not fulfill one of the legal requirements of the agreement as stated in Article 1320 of the Civil Code; certain things so that the mortgage certificate is null and void (*neitigbaarheid*).

To secure the loan granted to the debtor, the mortgage certificate holder, especially the Bank, has received legal protection in the form of a *droit de preference* (having precedence rights over other creditors), *droit de suite*, the ease of auction. In this case, the mortgage object is protected from bankruptcy and cannot be divided into mortgage objects. Another protection is the existence of a healthy loan procedure. The stages include that each stage of the prospective debtor is assessed in depth to be declared whether or not they are feasible to obtain a loan from the creditor.

Suggestion

Addition to the clause in the mortgage deed as well as the power of attorney imposing a mortgage regarding the destruction of the mortgage object due to natural disasters. Mortgage and APHT certificates do not have clauses governing the legal strength of mortgage certificates whose objects are destroyed due to natural disasters.

For debtors who already have a good track record, the creditor already knows or is close to the debtor, the creditor/ bank places more trust. So, in the loan granting procedure, it skips several steps that are deemed no longer necessary. According to the author, social closeness between creditor and debtor is

¹⁵<http://repository.unej.ac.id/handle/123456789>

indeed necessary because each stage requires a deep assessment that can provide protection for the creditor. The author also sees that the Notary or Conveyancer also needs to establish a family relationship with the client (debtor) in order to gain full trust from a client, know clients closely not to leave a professional attitude or work ethic so as not to affect the stages in the procedure of issuing certificates the mortgage certificate process in accordance with applicable laws and regulations.

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Bank Indonesia Circular Letter No. 26/4/BPPP on May 19, 2015.

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