


The position of the principle of trust as the moral basis of partnership between the notary and the bank BPRS Bangkabelitung

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Article Info	ABSTRACT
Keywords: Trust, Moral Foundation, Partnership, Agreement, Notary, Bank	This research focuses on the importance of agreements in business law, particularly partnership cooperation agreements. These agreements must comply with relevant regulations and often require the involvement of a Notary. The research methodology is normative juridical, combining practical implementation and library research to gather primary and secondary data. The study analyzes legal issues using statutory and conceptual approaches, emphasizing the validity and binding nature of partnership cooperation agreements. It also discusses the role of the Notary in crafting these agreements. Data analysis includes normative analysis and examination of the role of Notaries as the moral foundation in partnership with banks. The study also analyzes land ownership financing deeds in Bangka Belitung. The research findings indicate challenges in partnership agreements between Notaries/PPATs and banks, particularly in land ownership credit agreements. These agreements often favor the economically stronger party, typically the creditor. Communication issues between banks and customers, along with community factors related to home ownership credit transactions, present obstacles in implementing these agreements effectively.
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INTRODUCTION

The 1945 Constitution of the Republic of Indonesia clearly stipulates that the Republic of Indonesia is a State of Law. The principle of the rule of law guarantees certainty, order and trust in legal protection that contains truth and justice. In this case, legal traffic in the life of society requires evidence that clearly determines a person's rights and obligations as a legal subject in society.

Notaries have an important role in realizing legal certainty and maintaining public order by having the power to make valid deeds, unless this authority is solely given to other public officials. The original deed he made becomes convincing evidence in court, guaranteeing legal certainty and protection. Evidence is perfect because an authentic deed has three strengths of proof, namely the strength of external evidence, the strength of formal evidence and the strength of material evidence

In his position, a Notary not only carries out the orders of the Law but also assists stakeholders in the context of their Notarial obligations. The legal authority for a Notary in carrying out his duties stems from his jurisdiction over all activities, claims and assessments regulated by law or relating to the natural person for whom the deed is made. This research also discusses various Notary Institutions which strictly guarantee compliance with deadlines for making official records, copies and extracts of legal documents, as well as providing legal safeguards in the process of making valid deeds. It is also possible that in terms of granting credit by banks, there are several requirements related to the land that will be guaranteed, it is possible that it is still in the process of changing names or the process of tying up mortgage rights which is still ongoing, banks prefer credit with land as collateral which is then tied to mortgage rights, considering the price land that continues to rise. The bank will of course not provide credit if the proposed requirements have not been met. The step that is often taken so that disbursement can be carried out is for the Notary to issue a Covernote containing the Notary/PPAT's statement that the process of titling or transferring the name of a piece of land is underway. Notaries sometimes make mistakes in carrying out their duties and authority, where there are at least seven things that drag Notaries into court cases, namely the Deed was made when the parties were not facing each other, the Notary made the deed even though he knew the parties were not facing each other or were not there, Wrong one or both parties are not present when the deed is made, the aggrieved party usually reports the Notary.

One common issue in deeds is incorrect or false identity data of one party, which can lead to disputes. Complaints to the police typically occur when disputes cannot be resolved, or a promise is broken. Another problem arises when the object of the agreement does not match the actual facts, leading to accusations of false information. Notaries, who create the deed of agreement, may encounter situations where data provided by one or both parties is incorrect, resulting in the deed being considered fake. Common traps include entering false data or forging documents. Challenges in the notary's role are increasingly important, as their position directly impacts community interests. Notaries seeking to partner with Sharia Banks often need Sharia certification. While this does not affect the legal validity of a notarial deed, it ensures that a notary partnering with a Sharia Bank understands Sharia contracts. Sharia Banks must adhere to Sharia Principles in their operations, which adds value for notaries partnering with them. Compliance with Sharia Principles includes considerations of justice, benefit, and avoiding prohibited elements. Murabahah financing is often carried out by giving wakalah to the customer to purchase the contract object for and on behalf of the bank, before finally the contract object is traded between the sharia bank and the customer, where the sharia bank is the seller and the customer is the buyer of the contract object. This is permissible (allowed) to be done, bearing in mind the DSN-MUI Fatwa on Murabahah which contains the provision "If the Bank wishes to represent a customer to purchase goods from a third party, the Murabahah sale and purchase agreement must be executed after the goods, in principle, become the property of the Bank and Article 119 Compilation of Sharia Economic Law (KHES) which also agrees that "If the seller wants to represent the buyer to buy goods from

a third party, the murabahah sale and purchase agreement must be carried out after the goods in principle already belong to the seller."

The provision of money or similar claims based on a loan agreement between the borrower, namely the Bank, and another party, which requires the borrower to be able to return the money after a predetermined period of time as a reward or profit, is called financing according to sharia principles. One of the methods used by Islamic banks to distribute funds to the general public is the implementation of sale and purchase contracts.

However, as the implementation of contracts in Islamic banks develops through Murabahah contracts, it certainly requires the presence of a Notary as a recorder of every transaction carried out in the implementation of the contract. A notary is an official who has the authority to make authentic deeds for all actions, agreements, stipulations or statements that the person concerned wishes to express in a true deed and a notary has the right to make authentic deeds as long as there is no other official who has the right to make them.

In several ways, conventional banks and Islamic banks have similarities, especially in terms of the technical side of receiving money, transfer mechanisms, computer technology used, general conditions for obtaining financing such as KTP, NPWP, proposals, financial reports, and so on. However, there are many basic differences between the two. These differences relate to legal aspects, organizational structure, funded business and work environment.

Notaries occupy a very important position in the sharia banking industry today, because notaries have a role in making deeds for sharia banking product contracts and binding guarantees (especially in mortgage and fiduciary cases). The practice of business agreements in the banking world today certainly requires Notaries who are able to understand the concepts of sharia contracts and their application in sharia banking practices. Understanding business contracts in various sharia financial and banking products is an absolute must and must be mastered by a sharia banking Notary, such as murâbahah, musyâraakah, mudhârabah, ijârah, istishnâ, ijârah Muntahiyah bit tamlîk (IMBT), musyâraakah mutanaqishah, financing agreements. sharia take over, sharia refinancing, sharia guarantees, anatomy of sharia deeds, and so on.

Sharia banks are required to have Murabahah facilities for those who need them so that they can help the community in carrying out and improving their welfare and various activities. Murabahah is the practice of selling goods to a customer after the customer confirms the purchase price and pays them as a profit at a higher price. This shows that Islamic banks can help MBR significantly in meeting their adequate housing needs because with the Murabahah agreement, customers will benefit from the absence of interest during field practice. It cannot be denied that limited access to MBR financing through the installment system, coupled with the interest charged by conventional banks, is one of the obstacles to MBR's ability to buy houses at affordable prices.

Banks as financial institutions utilize Notary legal services in every business agreement, such as: fiduciary guarantees and mortgage rights. In general, conventional banks are more likely to involve notaries in making deeds of agreements/engagements

compared to sharia banks. However, currently sharia banks as a sub-system of the national banking system which is specifically regulated in Law Number 21 of 2008 concerning Sharia Banking (UUPS) also use the legal services of Notaries in every business activity, especially those related to Deeds of Contracts. Financing (AAP). However, the thing that needs to be emphasized here is that Sharia Bank products use the principles and principles of sharia economic law, in other words, all forms of recording business agreements as outlined in the Notarial deed must also refer to the norms of sharia economic law. Based on The background described above covers the research problem, namely: How is the principle of trust as the basis for a partnership relationship between Notaries and Banks, What is the position of the principle of trust as a moral basis for partnerships between Notaries and Banks in BangkaBelitung. The aim of this research is to know and analyze the role of the notary's principle of trust as the moral foundation of the partnership and to know and analyze the role of the partnership notary as the moral foundation of the partnership between the notary and the BangkaBelitung Bank.

METHOD

The research method used in this research is analytical and descriptive, including providing a complete and systematic description of related laws and regulations, followed by an analysis of potential solutions to the problems that occur. The type of research used is the normative legal research method. In normative or doctrinal legal research, law is often conceptualized as law in the books, so that data sources are secondary data, namely in the form of primary legal materials, secondary legal materials and tertiary legal materials. This research uses qualitative analysis, namely by evaluating thoroughly and summarizing data sources systematically. First, data was collected through collecting primary, secondary and tertiary sources. After collecting data, the next step is to present, evaluate and analyze the research results. Next, in the third stage, formulate a definitive conclusion using a deductive-inductive approach. where the author obtained sources of library materials and files regarding the principles of trust in the Partnership Cooperation Agreement (MOU) of Notaries and the Bangka Belitung Sharia BPRS Bank with the Al-Murabahah agreement.

RESULTS AND DISCUSSION

The Principle of Trust as the Basis of Partnership Relations between Notaries and Banks. The Moral Foundation of Partnerships

Legal Basis of Agreement

The definition of an agreement based on Article 1313 of the Civil Code is: A legal act by which one or more people bind themselves to one or more other people. Regarding the formulation of the agreement in article 1313 of the Civil Code, Mariam Darus Badruzaman is of the opinion: Legal scholars generally believe that the definition of agreement contained in the provisions mentioned above is not complete and is also too broad. It is incomplete because what is formulated only concerns one-sided agreements. This definition is said to be too broad because it covers matters relating to marriage promises, that is, actions in the field of family law give rise to agreements as well, but they are special

in nature because they are controlled by separate provisions so that Book III of the Civil Code does not directly apply to them. It also includes unlawful acts, whereas in these unlawful acts there is no element of consent.

The legal basis for agreements is regulated in the Civil Code in Article 1338 of the Civil Code which regulates the principle of freedom of contract which reads: all agreements made legally apply to the law for those who make them. Article 1338 paragraph (1) determines that "all agreements made legally apply as law for those who make them." Based on these two articles in the Civil Code, it can be said that the application of the principle of consensualism in contract law confirms the existence of the principle of freedom of contract." The article states that "the parties to a contract are free to make an agreement, whatever the content and whatever the form. In other words, all legally made agreements apply to the law and to those who make them. In essence, a contract is an agreement between two or more people which creates an obligation, either to do or not to do something."

Understanding Notarial Deeds

In the provisions of Article 1870 of the Civil Code, it can be concluded that an authentic deed has absolute evidentiary legal force and is binding on the parties and applies as law to those who make it, so if there is a dispute between the parties then what is stated in the authentic deed is evidence. Perfect. An authentic deed is a deed whose form and formality are determined by law and made before an authorized public official at the official's place of residence. A deed is said to be authentic if it meets the requirements for being made in the presence of a public official, according to the form or format determined by law, with the authority of the public official in whose presence the deed was made. In sharia banking, the role of a Notary is very much needed regarding the preparation of contract deeds, especially for financing products and binding collateral for mortgage or fiduciary rights. The Financial Services Authority classifies sharia banking contracts as follows:

- a. Wadiah is a contract for safekeeping of goods or money between the party who owns the goods or money and the party entrusted with the aim of maintaining the safety, security and integrity of the goods or money.
- b. Mudharabah is a business cooperation agreement between the first party (malik, shahibul mal, or sharia bank) who provides all the capital and the second party (amil, mudharib, or customer) who acts as fund manager with the agreement stated in the contract, while losses are fully borne. by Sharia Bank unless the second party makes an intentional mistake, is negligent or violates the agreement
- c. Musyarakah is a cooperation agreement between two or more parties for a particular business where each party provides its own portion of funds.
- d. Murabahah is an agreement to finance an item by confirming the purchase price to the buyer and the buyer pays the excess price as an agreed profit.
- e. Salam, namely an agreement to finance an item by ordering and paying the price in advance with certain agreed conditions.
- f. Istisna" is a contract for financing goods in the form of an order for the manufacture of

certain goods agreed between the orderer or buyer (mustashni") and the seller or manufacturer (shani").

- g. Ijarah is the provision of funds in order to transfer the right to use or benefit from an item or service based on a rental transaction, without being followed by a transfer of ownership of the item itself.
- h. Ijarah Muntahiyah Bit Tamlik is an agreement to provide funds in order to transfer the right to use or benefit from an item or service based on a rental transaction with the option to transfer ownership of the item.
- i. Qardh is a loan agreement to a customer with the condition that the customer is obliged to return the funds received at the agreed time.

Notary Partnership Practice

The authority of a Notary as a public official is regulated in Article 15 UUJN which divides authority into 3 (three) categories, namely general authority, special authority, and other authorities regulated in statutory regulations.

a. General Authority

Article 15 paragraph (1) UUJN regulates that one of the powers of a Notary in general is to make authentic Deeds regarding all deeds, contracts and stipulations that are required by statutory regulations and/or that are desired by interested parties to be stated in authentic deeds to ensure the rights and obligations of the parties for certainty, order and legal protection for interested parties as well as for society as a whole.

b. Special Authority

Furthermore, Article 15 paragraph (2) UUJN, Notaries have special authority to carry out certain legal actions, including:

- a) authenticate the signature and determine the certainty of the date of the underwritten letter by registering it in a special book (legalization);
- b) book letters privately by registering them in a special book (waarmerking);
- c) make a copy containing the description as written in the original letter;
- d) match the photocopy with the original (legalize), for example a power of attorney, statement letter and approval letter

Meanwhile, the authority of other Notaries based on Article 15 paragraph (3) UUJN is determined later based on other legal regulations, for example the authority to certify transactions, make deeds of establishment of cooperatives, political parties, etc. In addition to the authority to carry out things that have been regulated in the UUJN, the Notary is also obliged to keep confidential the contents of the deed and information obtained in the performance of the office of Notary unless otherwise provided by law that the Notary is not obliged to keep confidential and provide information that is necessary and related to the deed.

Legal considerations why a Partnership Cooperation Agreement should be made before a Notary:

1. So that the agreement in substance truly fulfills the subjective and objective requirements in the agreement. This consideration is related to the legal standing of the Partnership Cooperation Agreement.

2. So that by making a Partnership Cooperation Agreement it does not conflict with the general principles in making agreements which are guidelines that serve as guidelines in regulating and forming an agreement that applies to the parties, such as the principle of personality, the principle of consensuality, the principle of freedom of contract, the principle of balance, the principle of propriety, the principle of good faith, and the principle of pacta sunt servanda. Principles in law are very important, this is in the opinion of Bagir Manan that legal principles and principles are the most important subsystem in the legal system, because they are more universal in nature and they reflect the values and cultural messages that are intended to be realized by legal rules, namely principles and principles. Law is ranked higher than the system of moral rules.
3. In order for the Partnership Cooperation Agreement, which is an important legal product, to be valid as law for the parties who make it, the minutes are kept by the authorized party who has a protocol so as to avoid the risk of loss and damage that could be caused by each party.

This is in accordance with the provisions of Article 16 paragraph (1) letter b UUJN regarding one of the obligations of a Notary in carrying out his or her position as a public official, namely making a deed in the form of a deed minute and keeping it as part of the Notary Protocol. The public has great trust, both in Notaries and notarial institutions.

16 paragraph (1) letter b UUJN relates to one of the obligations of a Notary in carrying out his or her position as a public official, namely making a deed in the form of a deed minute and keeping it as part of the Notary Protocol. The public has great trust, both in Notaries and notarial institutions. If the Notary in question moves or retires, the Minister of Sharia Banking, the role of the Notary is very much needed regarding the preparation of contract deeds, especially for financing products and binding collateral for mortgage or fiduciary rights. The Financial Services Authority classifies sharia banking contracts as follows:

- a. Wadiah is a contract for safekeeping of goods or money between the party who owns the goods or money and the party entrusted with the aim of maintaining the safety, security and integrity of the goods or money.
- b. Mudharabah is a business cooperation agreement between the first party (malik, shahibul mal, or sharia bank) who provides all the capital and the second party (amil, mudharib, or customer) who acts as fund manager with the agreement stated in the contract, while losses are borne entirely by Sharia Bank unless the second party makes an intentional mistake, is negligent or violates the agreement.
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certain goods agreed between the orderer or buyer (mustashni") and the seller or manufacturer (shani").

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Aspects of the Partnership Relationship Between the Notary and the Sharia Bank (Type of Agreement)

In the practice of business agreements in the world of banking today, there is a great need for Notaries who are able to understand the concepts of sharia contracts and their application in sharia banking practice. Understanding business contracts in various sharia financial and banking products is an absolute must and must be mastered by a sharia banking Notary, such as murâbahah, musyârahah, mudhârabah, ijârah, istishnâ, ijârahmuntahiyah bit tamlik (IMBT), musyârahah mutanaqishah, take-out financing over sharia, sharia refinancing, sharia guarantees, anatomy of sharia deeds, and so on.

In its implementation, the credit agreement can be in the form of a private agreement or using an authentic deed made in front of youNotary, where this is determined by the Bank, usually the preparation of the credit agreement is also completely carried out by the Bank where the Bank has prepared the format of the credit agreement. In civil law, a deed of agreement that has been made unilaterally, in this case by the Bank, is known as an absolute agreement (standard agreement), and is often also referred to as a standard contract.

The requirement for Notaries to have competency in making various business agreements in sharia banking institutions is a recommendation resulting from the annual meeting of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) in December 2014 in Jakarta. However, the practical implementation of the meeting's proposal has not resulted in the establishment of legal standards that apply universally and are mandatory for Notaries to increase their understanding of commercial transactions in sharia banking. Thus, the principles of financing in sharia banking practice are related to at least five principles, namely the principles of sale and purchase, profit sharing, rent, loans and complementary contracts. All of these principles are then applied in the mechanism of sharia contracts. Even the Sharia Banking Law does not preclude the application of contracts other than those mentioned in the law, as long as they do not conflict with sharia principles, in addition to these principles, in the technical distribution of funds.

From the legal theory perspective that the author uses, three theories can be applied to analyze rolesNotaries in the practice of Murabahah contracts in sharia banking. The first theory is the theory of value or axiology which is part of ethics which is instrumentally good

or something attractive, as an inherent value or goodness, as the aesthetics of a work of art, as an intrinsic value or being good in itself, as a contributory value or value that is a contributing experience. Value as a concrete noun for example When people apply or say a value it is often used to refer to something of value, such as its value, its value, and the legal value system which is used for what has value or is valuable as opposed to. In principle, the definition of value is something that humans have to make various considerations about what is valued. The theory of value in philosophy refers to ethical and aesthetic issues. Moral theory in sharia banking includes ethical and moral principles that guide banking activities in accordance with Islamic principles.

Practice of Implementing the Principle of Trust in Partnership Agreements Between Notaries and Sharia Banks

Banks in providing credit must implement the precautionary principle as regulated in Article 8 paragraph (1) of the Banking Law which states that in providing credit or financing based on sharia principles, commercial banks must have confidence based on in-depth analysis or faith and ability. as well as the debtor customer's ability to pay off their debt or return the financing in accordance with what was agreed. This confidence is obtained from the results of assessing credit applications before the credit is disbursed. The assessment of credit applications carried out by the Bank can be carried out in various ways, namely through analysis of the 5C principles.

Credit analysis based on the 5C principles will help Banks in minimizing bank losses resulting from providing credit. In providing credit, apart from being known as the 5C principles, there are also the 4P and 3R principles. The 4P principles include personality, purpose, prospect, and payment. The 3R principles include returns, repayment and risk bearing ability. These three principles are always used as guidelines for banks in deciding on credit approval as one of the Bank's business activities, which of course carries a high risk for the Bank.

In its implementation, the credit agreement can be in the form of a private agreement or using an authentic deed made in front of you Notary, where this is determined by the Bank. Usually the preparation of credit agreements is also completely carried out by the Bank where the Bank has prepared the credit agreement format. In civil law, a deed of agreement that has been made unilaterally, in this case by the Bank, is known as an absolute agreement (standard agreement), and is often also referred to as a standard contract.

Murabahah basically refers to a transaction when goods are sold at a price that includes the cost of the commodity and an agreed profit. In this scenario, the seller is required to disclose the price of the product sold and set the desired profit level. For example, a person can buy goods and then resell them with a certain profit margin, which can be expressed as a fixed amount in nominal rupiah or as a percentage of the purchase price. In essence, murabahah is a sale and purchase contract agreement for goods, where the seller and buyer agree on the acquisition price and profit margin.

The Position of the Principle of Trust as a Moral Foundation for Partnership between Notaries and the BangkaBelitung BPRS Bank

In terms of this collaboration, the Notary is generally asked by the Bank to make a credit agreement whose clauses are determined by the Bank. This then gives rise to problems regarding the independence of the Notary himself in making deeds and violations of the provisions in the Notary Code of Ethics Article 4 point 5 which clearly states that a Notary in carrying out his office is not permitted to sign a deed which was prepared by another party in the process and preparation. Not only that, collaboration with banks is also not in line with the provisions of Article 4 point 4 of the Notary Code of Ethics, because it is stated in their position that Notaries are not allowed to collaborate with Bureaus/Services/Legal Entities which in principle act as intermediaries to search for and/or obtain clients.

Notary as a public official who has the authority to make an authentic deed whose form and authority have been determined by statutory regulations. Land Deed Making Official (PPAT) is a public official who is authorized to make deeds transferring land rights, deeds of encumbering land rights or ownership rights to apartment units, Deeds of Granting Power of Attorney to Encumber Mortgage Rights and other deeds regulated according to statutory regulations. applicable Providing legal services in making deeds in the context of checking and guaranteeing land rights and/or other objects as well as processing legal documents based on this agreement. Making a deed or contract, whether in the form of a notary deed, legalization deed, waarmeding, or legalization, and has a time limit in the cooperation agreement. The first party as the Bank is obliged to make an order letter to the second party as Notary/PPAT, accompanied by collateral binding documents. complete and correct financing agreement and guarantee binding in the form of customer data in the form of (KTP, family card, marriage book if married) and other data or documents. The time period for completing the work, if the deed/contract has been signed, the Notary is obliged to issue a Covernote at the same time as the binding and/or guarantee is carried out no later than 1 (one) working day after signing, then the service fee will be paid and must apply the principle caution. The notary is responsible criminally, civilly and administratively for the publication of the covernote for which the notary can be held criminally or civilly responsible.

The responsibility of a Notary in serving the public in accordance with professional ethics and law is to carry out and uphold the provisions of the Notary Code of Ethics and the Notary Position Law as well as other statutory regulations.

1. Analyzing the phenomenon of Notarial deeds in the Indonesian legal system is a complex task that involves the integration of two different legal frameworks, namely western civil law and Islamic civil law.
2. The notary is responsible for ensuring that the contents of the authentic deed have been understood correctly and are in line with the parties' intentions. This is achieved by reading the deed aloud to clarify its contents and by providing parties with access to relevant information, laws and regulations. The individual or entity carrying out the deed. Apart from these duties, Notaries also carry out two main roles. First, the

Notary is responsible for ensuring legal certainty for the public regarding the validity of an agreement. Second, Notaries as state officials are given the authority by law to provide legal reinforcement to these agreements, so that ultimately they can increase peace and a sense of security in society. Notary/PPAT in carrying out its functions

One aspect of implementing the principle of caution-Be careful when granting credit, namely regarding the assessment of the collateral that will be provided by prospective debtor customers. Banks must assess several criteria for good collateral, including those related to juridical, economic and social aspects.

The assessment of the juridical aspects is carried out by conducting research related to the validity and correctness of documents proving ownership of the goods that will be used as credit collateral. Generally, when granting mortgage rights, the collateral provided by the prospective debtor is land that has been certified. A covernote is a statement letter or often termed a closing note made by Notary Public. Notary covernotes generally contain the following:

1. The credit agreement or debt letter is still in the process of being finalized at the Notary.
2. The process of registering land rights or changing the name of land rights certificates and binding credit guarantees is still in the process of being completed at the Land Office.
3. When completed, the credit agreement or debt letter and the binding credit guarantee will be given to the Bank.

This explanation is continuous with the results of the interview conducted by Chairul Ihwan as the head director of Bank BRPS Bangka Belitung, who in his interview said that based on book I of the Credit Guidelines 2nd revision of PT BPRS BANGKABELITUNG at the credit application stage, a signature/initial was affixed to the application sheet as a sign that The credit application has been received in full, before granting credit, the Bank determines the conditions that must be fulfilled by the debtor (client), which include:

1. Credit application letter
2. Photocopy of company profile
3. Photocopy of the prospective debtor's KTP identity
4. Family card and marriage/divorce certificate
5. Photocopy of Npwp for debtors with a credit limit above IDR 50,000,000
6. Photocopy of business permits and financial reports
7. Photocopy of collateral (SHM, BPKB, PURCHASE INVOICE, PBB, IMB)

Based on the explanation above, Notaries appear to play an important role in granting Bank credit by processing the encumbrance of collateral and making the relevant deeds, a covernote is often provided during this procedure to ensure good assurance that the collateral is indeed encumbered.

After the debtor signs the credit agreement, the Notary/PPAT will make the SKMHT. The creditor is given permission to change the SKMHT to APHT. The difficulty is in granting credit, the creditor does not receive collateral, but in practice the creditor still disburses the credit application if the Notary/PPAT issues a cover note, if the land object is used as

collateral. The credit is still in the process of being resolved, the process of being refinanced, and it could also be because it has not yet been certified.

The Bank is obliged to collect documents relating to the binding after receiving a letter of acceptance, a credit application from the debtor, all documents relating to the binding are collected, then the Notary will check them to ensure completeness before being submitted. The Notary will notify the Bank that all documents are complete and clean (free from error) after checking it.

If a problem arises from submitting a covernote for the credit application, then of course the Notary is charged with several things that are very influential, especially the Notary profession itself, namely:

1. Professional responsibilities Notaries are professionally responsible both morally and ethically.
2. Violation of the ethics and discipline of a professional notary if a notary violates the notary's ethics or code of ethics, he or she may be subject to disciplinary action by the supervisory body or authorized notary institution. Disciplinary action takes the form of a warning, reprimand, administrative sanctions, or prevention of permits or revocation of Notarial practice.
3. Legal claims: parties who feel that they have been harmed due to the Notary's negligence in the Notary's covernote are very fatal, the consequences may be criminal charges, compensation, cancellation of the transaction or other legal action deemed appropriate to the loss suffered.
4. Inspections and investigations by authorities or Notary Institutions are able to examine or investigate Notaries who are involved in legal issues. Regarding the Notary's covernote, the purpose of this inspection or investigation is to determine whether the Notary has violated legal regulations or moral procession ethics.

Every Notary needs to note that the exact legal consequences will depend greatly on factors such as applicable law. Therefore, it is important for Notaries to always operate with caution, comply with professional regulations and ethics and maintain a high level of professionalism in the preparation of Notary covernotes and legal practice in general

CONCLUSION

The Principle of Trust as the basis of the partnership relationship between the Notary and the Bank is in the context of providing credit, because it must be based on the principle of prudence as regulated in Article 8 paragraph (1) of the Banking Law which states that banks in providing credit or financing are based on Sharia, Commercial Banks are required to have confidence based on in-depth analysis or good faith and the capacity and ability of debtor customers to pay off their debts or return the financing in accordance with what was agreed. This confidence is channeled through the assessment of Credit applications carried out by the Bank which can be done in various ways, namely through a Notary as a partner. The Bank should apply the 5C Principle, namely Character, Capacity, Capital, Condition of economy.), Collateral (guarantee or collateral) which reflects the Precautionary Principle and 3R. The 4P principles include personality, purpose, prospect, and payment. The 3R

principles include returns, repayment and risk bearing ability. These three principles are always used as guidelines for banks in deciding on credit approvals. The position of the Principle of Trust as the Moral Foundation of the partnership between the Notary and the Bank is as the moral basis of the Notary in the key role in legal transactions in making legal documents such as contracts, Notarial deeds, loan agreements. , etc. Banks often collaborate with Notaries in financial transactions such as mortgage loans or other legal documents, through the principle of good moral trust in the Notary's responsibilities in providing services to the public in accordance with the morals of professional ethics and the law, namely implementing and upholding the provisions. Notary Code of Ethics and Notary Position Law and other laws.

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