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The Constitutional Court (MK) held the inaugural testing session of Article 55 (2), (3) of Article 55 (2), (3) of the Law No. 21 of 2008 on Sharia banking filed by Muamalat bank client, Dadang Ahmad. Paragraphs of Article 55 (1) and paragraph (2) of Sharia banking law are controversial, thereby creating legal uncertainty for the applicant, said the applicant's lawyer Rudy Arnawan while reading his statement in Jakarta on Friday. Paragraph 1 of Article 55 of the Sharia Banking Act states: The settlement of sharia banking disputes is carried out by the court in a religious judicial environment. While paragraph (2) states: In the case of the parties have promised to resolve the dispute, other than as stated in paragraph (1), dispute resolution is carried out in accordance with the content of the agreement. Paragraph (3) Resolution of disputes referred to in paragraph (2) does not contradict sharia principles. According to Rudy, paragraphs of Article 55 (1) and his paragraph (2) are controversial because paragraph (1) explicitly regulates in the event of a dispute in sharia banking practice must be the authority of a religious court. While in paragraph (2), it opens up the space of the parties associated with the agreement to choose any judiciary in the event of a dispute over sharia banking practices. It is very clear article 55 paragraph (2) there is no legal certainty contrary to paragraph 28D (1) of the 1945 Constitution, he said. Rudy said article 55 paragraph (3) of sharia banking law should not exist unless there is a paragraph (2) of the Constitution of 1945 and should be declared binding. This legal authority shows that the applicant is a client of Muamalat Bogor Branch bank, which experiences bad credit. The loan agreement between the applicant and the Muamalat Bank is included in notarial Deed No 34 of 09.07.2009 and the updated Notarial Deed No 14 of March 8, 2010. The agreement mentions that in case of resolving the dispute, they agreed to resolve the dispute that arose in the Bogor district court. According to the applicant, the selection of the general judiciary to resolve sharia banking disputes has not fulfilled sharia principles, such as article 55 paragraph (3) of the Sharia Banking Act. The group that dealt with the case was Muhammad Ali as chairman accompanied by Harjono and Fadli Sumadi as members. In response to the request, Fadli Sumadi rated the topic of this application as not so clear because it did not describe the conflict of norms. Your statement has not yet described the form of opposition. This should be outlined, he said. While Harjono asked the applicant to change and improve the structure of the application in accordance with prevailing standards in court. You can see examples of statements before the Court of Justice, an improvement of a maximum of 14 days, Harjono said. Source: antaranews Bank Syariah and Conventional Bank If we consider its functions and role, the sharia bank is actually different from ordinary banks, i.e. as financial mediocre institutions. That is, the shores of sharia serve to bridge between those who are re-funded and those who need funds. Both sharia and ordinary banks as a whole are subject to banking regulations, such as the Law No. 7 of 1992 on banking activities (the Banking Act) as amended by Law No.10 of 1998 On Amendments to the Law No. 7 of 1992 on Banking Activity(Law 10/1998). The two agencies must also comply with regulations issued by the Financial Services Authority regarding capital requirements, prudential principles and various regulations related to banking health. Fundamental differences are related to the management of funds, profits received by banks and customers, and supervision is carried out. As for supervision, sharia banks have the Supervisory Board of Sharia, whose board does not exist in ordinary banks, except those with a Sharia business unit (UUS). Clients of Sharia Bank as consumers of contract banking institutions or contracts between ordinary sharia banks and banks and their customers are really very different. But the client is basically a party that needs a flow of funds for purpose, a party that is instead flowing funds to the bank, or a party that receives financial services. Thus, customers are consumers of banking institutions. As consumers, sharia bank customers receive protection from consumer protection regulations in addition to The Law 21/2008, includes: While the ojk law is general and does not indicate a provision for consumer protection, Article 1 of the OJK Act reads as: Consumers are parties that place their funds and/or use services available in financial services institutions such as clients in banking, financiers in the capital market, policyholders in insurance, and pension fund participants, based on laws and regulations in the financial services sector. Even in Article 28 to Article 21 of Section VI of the Law, OJK is also governed specifically with respect to consumer protection and society, which is further regulated through POJK 1/2013. Consumer Protection in Law 21/2008 It should be noted that the Law No. 21 of 2008 on Sharia banking (Law 21/2008) is a specialist in vocabulary, since it specifically regulates Sharia banking activities. Although Act 21/2008 does not name customers as consumers, banks and affiliated parties must retain confidential information about their depositary and deposit clients, as well as their investors and investment clients. [2] Then Article 66 of paragraph (2) of The Law 21/2008 states: Members of the board of directors and employees of Sharia Bank or ordinary commercial bank who have a UP who knowingly misuse the funds of the Client, Sharia Bank or UUS are sentenced to a maximum prison sentence of 2 years and a maximum of 8 years and a fine of at least Rp2 and at least Rp4 billion. So, from the above explanation, the protection of customers in Sharia banking, including: Keeping the client's funds safe, in the sense that the distribution and development of customer funds should be done in a proactive way. Also, he's not prone to theft in a real way. Ensure the security and confidentiality of customer data, including confidentiality of the amount of funds withheld. Thus, the customer is safe from undesirable proposals, and avoids the purpose of the crime. Get an explanation of the possibility of potential risks associated with the transactions of clients. Get the opportunity to voluntarily deposit or be able to authorize a tour of the pledge in case of default. [4] Customer guarantee by the Deposit Insurance Agency in accordance with the prevailing laws and regulations, and [5] Using sharia banking products, following sharia guidelines. Thus, sharia bank customers are consumers of banking institutions that operate on the basis of sharia principles, namely the principle of Islamic law in fatwas-based banking, issued by authorized institutions, and receive consumer protection under The Law 21/2008 and other relevant regulations. So our response can be helpful. Legal basis: Return to the essence of Law 21 of 2008 on sharia banking regulations on business types, provisions of sharia implementation, expediency of doing business, distribution of funds and prohibitions for Sharia and UUS banks, which are part of ordinary commercial banks. Act 21 of 2008 on Sharia Banking aims to give credence to people who still doubt sharia banking's operational validity. Act 21 of 2008 on Sharia banking regulates the activities of businesses that do not conflict with sharia principles, including business activities that do not contain elements of usurer, majsir, gharar, haram and offenses. It is also regulated on sharia compliance, whose powers are in the Indonesian Council of Ulama (MUI) represented through the Sharia Supervisory Board (DPS), which must be established in every Sharia bank and UOS. Sharia-based business activities, among others, are business activities that do not contain elements: fish, namely the addition of income illegally (erroneously) among others in exchange operations of similar goods that do not equal the quality, quantity and time of delivery (fadhi), or in credit transactions that require the Recipient to return funds received outside the principal amount of the loan due to the length of time (nasi'ah), maisir, i.e. transactions that were suspended to an uncertain and profitable state, gharar, i.e. transactions whose objects are unclear, do not belong, do not its existence, or cannot be filed at the time of the operation, unless otherwise regulated by sharia; illegal transactions, i.e. transactions whose facilities are prohibited in Sharia, or offenses, i.e. transactions that cause injustice to the other party. Act 21 of 2008 on Sharia banking also follows the implementation of fatwa issued by mui into Indonesia's banking rules, in indonesia's inner bank established a sharia banking committee whose membership consists of representatives of the Bank of Indonesia, the Ministry of Religion and elements of society whose composition is balanced. The Law No. 21 of 2008 on Sharia banking was adopted in Jakarta on July 16, 2008 by President Dr. Haji Susilo Bambang Yudhoyono. Sharia Banking Act No 21 of 2008 was passed by Menkumham Andy Mattalatta on July 16, 2008 in Jakarta. In order for everyone to know Law No. 21 of 2008 on Sharia banking, it is placed in the Statute Book of the Republic of Indonesia 2008 No 94. Clarification of the Law No. 21 of 2008 on Sharia banking is posted on the supplement of the Statute of the Book No. 5687. Law No. 21 of 2008 concerning Sharia Banking states that all provisions concerning Sharia banking provided for by the Law No. 7/1992 on banking activities (Charter of the Book No. 31/1992. In addition to the Statute of the Book No. 34/72) as amended by Law No. 10/1998 (Statute Of The Book No. 182/1998, Additional Statute Book No. 3790) and provisions on its implementation are declared as remaining in force until it conflicts with this Law. At the time of eating this Law, all provisions concerning Sharia banking, the Law No. 7 of 1992 concerning banking (Statute of the Book No. 31/1992, except for the Statute of the Book No. 34/72) as amended by Law No. 10/1998 (Statute of the Book No. 182/1998, Additional Statute Book No. 3790) and provisions on its implementation declared by those that do not conflict with this Law. Article 69 of Law 21 of 2008 on Sharia banking considerations in Sharia Law 21 of 2008 on Sharia banking is that in accordance with Indonesia's national development goals, an economic system based on the value of justice, commonality, equality and benefits in accordance with sharia principles has been developed in accordance with the principles of sharia that the needs of Indonesians in sharia banking services are increasing; that sharia banking has specifics compared to the conventional banking sector; that sharia banking arrangements in No. 7 of 1992 on banking activities as amended by Law No. 10/1998 was not specific, so it must be settled specifically in a separate law; that on the basis of consideration provided for in letter a, letter b, letter c and letter d it is necessary to form the Sharia Banking Act, Sharia banking principles are part of Islamic teachings related to the economy. One principle in the Islamic economy is to ban usuperation in various forms, as well as the use of the system among other principles of profitability-share. Under the profit-sharing principle, Sharia Bank can create a healthy and fair investment climate, as all parties can share both profits and potential risks that arise in a way that create a balanced position between the bank and its customers. In the long term, this will stimulate the national economic level, because the profit is used not only by the owner of the capital, but also by the capital's manager. Banking Sharia as one of the national banking systems requires various auxiliary facilities in order to make the maximum contribution to the development of the national economy. One of the vital aids is an adequate location and according to its characteristics. These arrangements are included in the Sharia Banking Act. The creation of sharia banking law has become a necessity and inevitability for the development of the institution. The provision stipulated by Law No. 10 of 1998 on banking as amended by Law No. 10 of 1998 was not specific and has no operational characteristics of Sharia Banking, where, on the other hand, the growth and volume of Sharia Bank's business is growing quite rapidly. In order to ensure legal certainty for stakeholders and at the same time give public confidence in the use of Sharia Bank products and services, sharia banking law regulates business type, provisions on sharia implementation, expediency of doing business, distribution of funds, as well as prohibitions for Sharia and UUS banks, which are part of ordinary commercial banks. Meanwhile, to give certainty to people who still doubt sharia banking's operational awareness so far is also regulated by business activities that do not conflict with sharia principles, including business activities that do not contain elements of riba, maisir, gharar, haram, and wrongdoing. As a law specifically regulating sharia banking, this Law regulates the issue of sharia compliance, whose powers are in the Indonesian Council of Ulama (MUI), presented through the Sharia Supervisory Board (DPS), which must be established in each Sharia bank and UOS. To monitor the implementation of fatwa released by mui in the Regulations of the Bank of Indonesia, a banking committee has been established in the internal bank of Indonesia membership consists of representatives of the Bank of Indonesia, the Ministry of Religion and elements of society, the composition of which is balanced. Meanwhile, dispute resolutions that may arise in Sharia banking will be conducted through the courts in the religious judiciary. In addition, the possibility of resolving disputes through discussion, banking mediation, arbitration institutions or through courts in the general judicial environment is also open as long as it is agreed in the Agreement by the parties. In order to apply the essence of this sharia banking law, the regulation of the UUS, which is corporately still in the same legal entity with the Ordinary Commercial Bank, in the future, if it was in certain conditions and periods of time, is necessary to separate UUS into the Commercial Bank of Sharia by complying with the procedures and requirements established by the Rules of the Bank of Indonesia. Therefore, separate arrangements are urgently made for Sharia Banking, ensuring the implementation of sharia principles, bank health principles for Sharia Banks, and equally importantly, it is expected to be mobilizing funds from other countries that require sharia banks regulation in their own laws. The following is the content of The Sharia Banking Act 21 of 2008, not the original format: SHARIA BANKING ACT This Law implies: Sharia Banking is everything related to Sharia Bank and Sharia Business Unit, covering institutions, business activities, as well as ways and processes in the implementation of its activities. The Bank is an entity that raises funds from the community in the form of deposits and distributes them to the public in the form of credit and/or other forms in order to increase the standard of living of people. The Bank of Indonesia is the Central Bank of the Republic of Indonesia, as stated in the Constitution of the Republic of Indonesia in 1945. An ordinary bank is a bank that conducts its economic activity conditionally and based on its type consists of the Ordinary Commercial Bank and the People's Credit Bank. A regular commercial bank is a regular bank that provides payment traffic services in its activities. Bank Peredaran Rakyat is a conditional bank that does not provide services in its activities in the payment movement. Bank Syariah is a bank that conducts its economic activities on the basis of Sharia Principles and by its type consists of the Commercial Bank of Sharia and the Bank for financing sharia people. Bank Umum Syariah is a Sharia bank that provides payment traffic services in its activities. Sharia International Finance Bank is a Bank of Sharia that does not provide services in payment traffic in its activities. Sharia's business unit, a hereter called UUS, is a working unit of the headquarters of a regular commercial bank that serves as the parent office of an office or division business activities based on sharia principles, or working units in bank branches located abroad, which carry out ordinary business activities, which serves as the parent office of the auxiliary departments of Sharia and/or sharia units. The branch is a branch of the Bank Sharia, which is responsible in front of the bank's head office at the address of the business place, which is clearly responsible for the location of the branch, which makes its case. The principle of sharia is the principle of Islamic law in banking, based on fatwas issued by institutions that have credibility in determining fatwas in the Sharia region. The agreement is a written agreement between the Bank Sharyi or UUS and other parties containing the rights and obligations of each party in accordance with sharia principles. The Bank's secrets are all related to information about depositary and depositary clients and their investors and investment clients. The affiliated Parties are: authorized persons, directors or their powers, officials and employees of the Bank of Sharia or the Ordinary Commercial Bank that owns the UUS; parties providing sharia services to Banks or UUS, such as sharia supervisory boards, government accountants, appraisers and legal advisers; and/or parties that, according to the Bank of Indonesia's valuation, participate in the management of Syariah Bank or UUS, directly or indirectly, such as the bank controller, shareholders and their family, the family of the commissioner and the family of directors. The Customer is a party that uses the services of the Bank Sharia and/or UUS. The Depository Client is the Client who places his funds in the Bank Sharia and/or UUS in the form of Savings on the basis of the Agreement between Syria Bank or UNU and the Client Concerned. The client of the investor is the Client, who places his funds in the Bank Sharia and/or UUS in the form of investments on the basis of the Agreement between the Bank Saria or UUS and the Interested Client. The recipient of the Facility is the Customer, who receives funds or is similar to him, based on the Principles of Sharia. Deposits are funds entrusted to the Client of Sharia banks and/or UUS under Wadi'a or other Agreements that do not conflict with sharia principles in the form of Giro, Savings or other forms like this. Savings are deposits based on transactions or wadi'ah funds based on the Mudharabakh Agreement or other Agreements that do not conflict with sharia principles, the withdrawal of which can only be done in accordance with certain agreed conditions, but cannot be withdrawn by check, ticket fat and/or other instruments similar to this. Deposits are investment funds on the basis of a Mudharabakh agreement or other Agreement, which does not conflict with sharia principles in the form of deposits, savings or other forms similar to it. Financing is the provision of funds or bills similar to this in the form of: transactions with the share of income in the form of mudharab and musjaraka; rental transactions in the form of an ijar or rental buy in the form of ijarah mantahiyah bittamlik; trading operations in the form of receivables of ants, salam and istishn'; credit transactions in the form of receivables; and lease agreements in the form of ijarah for multitasking transactions on the basis of contracts or agreements between Sharia banks and/or UUS and other parties that require the fund's financed party and/or facility to return the funds after a certain period of time in exchange for a ujru, without remuneration, or a share of the proceeds. The pledge is an additional guarantee, either in the form of moving objects or non-movable objects submitted by the owners of the pledge to sharia banks and/or UUS, in order to guarantee the repayment of the obligations of the Customer of the Recipient of the Facility. Custody is the storage of property on the basis of the Agreement between the Commercial Bank of Sharia or UOS and detention, provided that the Relevant Commercial Bank sharia or UOS does not have ownership of the property. Wali Amanat is a Sharia commercial bank that represents the interests of securities holders on the basis of the Wakala Agreement between the relevant Sharia Commercial Bank and the securities owner. The merger is a lawsuit committed by one or the ebank to merge with another bank, which led to the Bank joining assets and passes before the Law goes through law to the Bank accepting the merger, and subsequently the status of the bank's legal entity, which is merged, expires by law. Smelting is a lawsuit committed by two or more Banks for exemption from themselves by creating a new Bank, which, through the law on obtaining assets and passes from the Melting Bank, and the status of the Bank's molten legal entity, expires because of the law. The takeover is a legal action by a legal entity or individual to take over the Bank's shares, which led to the transfer of control over the Bank. Separation of business from one bank into two or more business entities, in accordance with the provisions of laws and prompts. Sharia banking in conducting its economic activities on the basis of sharia principles, economic democracy and prudential principle. Article 3 of Sharia banking is aimed at supporting the implementation of to improve justice, commonality and equalize people's well-being. Article 4 of sharia bank and UGS should perform the function of collecting and targeting public funds. Syariah Bank and UUS can perform social functions in the form of Baitul mal institutions, namely receiving funds received from zakat, infac, alms, grants or other social funds and target them to zakat management organizations. Sharia and UUS banks can raise social funds derived from waqf money and hand them out to waqf (nazhir) managers in accordance with the wishes of waqf (wakif) givers. Performing social functions referred to in paragraphs (2) and (3) in accordance with the provisions of the legislation. CHAPTER III LICENSING, LEGAL ENTITY FORM, ASSOCIATION ARTICLES AND OWNERSHIP OF SECTION 1 Licensed Article 5 Each party will conduct the economic activities of Sharia Bank or UUS must first obtain a business license as Sharia Bank or UUS from the Bank of Indonesia. To obtain a business license, Sharia Bank must meet the requirements of at least: organizational structure and management; capital; property; experience in sharia banking; expediency of doing business. UUS business license requirements are additionally governed by the Indonesian Bank Rules. Sharia Bank, which received the business license specified in paragraph (1), should clearly include the word sharia in writing the name of the bank. The ordinary Commercial Bank, which received the UUS business license specified in paragraph (1), should clearly include the phrase Sharia Business Unit after the name of the Bank in the UUS office in question. Ordinary banks may change their business activities only on the basis of sharia principles with the permission of the Bank of Indonesia. Sharia Commercial Bank cannot be converted into a Regular Commercial Bank. Sharia International Finance Bank cannot be converted into the International Credit Bank. Ordinary commercial banks that conduct business activities on the basis of sharia principles are obliged to open UUS in the bank's head office with the permission of the Bank of Indonesia. Opening of branches of Sharia Bank and UUS 6 can be done only with the permission of the Bank of Indonesia. Opening of branches, representative offices and other types of offices abroad by commercial sharia banks and ordinary commercial banks that have UUS can be done only with the permission of the Bank of Indonesia. Opening an office under the branch must be notified and can only be made upon receipt of an affirmation letter from the Bank of Indonesia. The International Finance Bank of Sharia has no right to open branches, representative offices and other types of departments abroad. The second part of the form of legal entity Article 7 by a legal entity of sharia bank is a limited liability company. The third part of Article 8 of articles on association in articles of association of Sharia banks in addition to fulfillment of the requirements of the articles of association, as stipulated by the provisions of the legislation, also contains provisions: appointment of members and commissioners must obtain the approval of the Bank of Indonesia; The General Meeting of Shareholders of Syria Bank establishes management duties, remuneration of commissioners and directors, annual reports on accountability, appointment and service fees of accountants, profit use and other things set forth in the Regulations of the Bank of Indonesia. The fourth part of the creation and ownership of sharia bank Article 9 of the Commercial Bank of Sharia can be created only and/or owned by: citizens of Indonesia and/or Indonesian legal entities; Indonesian citizens and/or Indonesian legal entities with foreign nationals and/or foreign entities in partnership; local self-government bodies. Sharia International Finance Bank can only be established and/or owned by: Indonesian citizens and/or Indonesian legal entities whose all owners are Indonesian citizens; local self-government bodies; or two or more parties referred to in letter a and letter b. Maximum possession of Sharia Commercial Bank by foreign national and/or foreign legal entities is governed by the Rules of the Bank of Indonesia. Article 10 Further provisions on licensing, form of legal entity, articles of association, as well as creation and ownership of Sharia banks referred to in Article 5 to Article 9 shall be governed by the Rules of the Bank of Indonesia. Article 11 The minimum amount of capital paid for the establishment of sharia Bank is provided for in Bank Indonesia Regulations. Article 12 of the Shares of Syria Bank can be issued only in the form of shares on behalf of. Article 13 Of Sharia Commercial Bank may conduct public placement of securities through the capital market until it conflicts with sharia principles and provisions of laws and bylaws in the field of capital markets. Article 14 Indonesian citizens, foreign nationals, Indonesian legal entities or foreign entities may own or buy shares of The Commercial Bank of Sharia directly or through the exchange. The provisions referred to in paragraph (1) are implemented in accordance with the provisions of laws and regulations. Article 15 Changes in the bank's ownership of Sharia comply with the provisions referred to in Article 9 to Article 14. Article 16 UUS may become a separate Commercial Bank of Sharia after obtaining permission from the Bank of Indonesia. Permission to change the UUS to a commercial Sharia bank referred to in paragraph (1) is governed by the Bank of Indonesia Rule. Article 17 Mergers, smelting and acquisitions of sharia banks must first obtain permission from the Bank of Indonesia. In case of merger or smelting of Sharia Bank with other Banks, the Bank becomes Sharia Bank as a result of mergers or smelting. The provisions on mergers, smelting and acquisitions of Sharia banks are carried out in accordance with the provisions of laws and regulations. Sharia Bank consists of Sharia Commercial Bank and Sharia People Financing Bank. Article 19 Of the Economic Bank of Sharia includes: raising funds in the form of deposits in the form of Giro, Savings or other forms similar to on the basis of Wadi'a or other Agreements that do not conflict with sharia principles; attract funds in the form of investments in the form of deposits, savings or other forms similar to this on the basis of acad mudharab or other Agreements that do not conflict with sharia principles; distribution of funding for revenues based on Mudharabakh, Akad Musjarak or other Agreements that do not conflict with sharia principles; distribute funding based on ants, acad salam, acad istishna or other agreements that do not conflict with sharia principles; distribution of funding under the Cardr Agreement or other Agreements that do not conflict with sharia principles; distribute to the customer financing the relocation or immovable lease of goods on the basis of an ijarah agreement and/or lease purchased in the form of a mantahiyah bittamlik ijar or other Agreement that does not conflict with sharia principles; take on debt under the Agreement or other Treaties that do not conflict with sharia principles; keep a business debit card and/or financial card based on sharia principles; buy, sell or guarantee third party securities issued on the basis of real transactions based on Sharia Principles, among others such as Akad ijarah, musyarakah, mudharabah, murabahah, kafalah or hawalah; purchase of sharia principles issued by the government and/or the Bank of Indonesia; receive payment of securities accounts and make settlements with third parties or third parties on sharia principles; detention in favor of other parties on the basis of the Agreement based on sharia principles; provide storage space for goods and securities based on sharia principles; transfer of money, both in the interests of the customer and in the interests of the Customer on the basis of sharia principles; perform the function of a trustee on the basis of the Wakala Agreement; provide an accredited or bank guarantee based on sharia principles; and conduct other activities that are common in the field of banking and in the social sphere until it contradicts sharia principles and in accordance with the provisions of laws and regulations. UUS activities include: raising funds in the form of deposits in the form of Giro, Savings or other forms similar to it on the basis of agreements of the Wadii or other Agreements that do not conflict with the principles of Sharia; attract funds in the form of investments in the form of deposits, savings or other forms similar to this on the basis of acad mudharab or other Agreements that do not conflict with sharia principles; distribution of funding for revenues based on Mudharabakh, Akad Musjarak or other Agreements that do not conflict with sharia principles; distribute funding based on ants, acad salam, acad istishna or other agreements that do not conflict with sharia principles; distribute funding based on ants, acad salam, acad istishna or other agreements that do not conflict with sharia principles; take on debt under the Agreement or other Treaties that do not conflict with sharia principles; keep a business debit card and/or financial card based on sharia principles; purchase and sale of third party securities issued on the basis of real transactions based on Sharia Principles, among others, such as Akad ijarah, Musyarakah, Mudharabakh, Murabah, Kafalah or Hawalah; purchase of sharia principles issued by the government and/or the Bank of Indonesia; receive payment of securities accounts and make settlements with third parties or third parties on sharia principles; provide storage space for goods and securities based on sharia principles; transfer of money, both in the interests of the customer and in the interests of the Customer on the basis of sharia principles; provide an accredited or bank guarantee based on sharia principles; and conduct other activities that are common in the field of banking and in the social sphere until it contradicts sharia principles and in accordance with the provisions of laws and regulations. Article 20 In addition to conducting economic activity, as stated in paragraph Article 19 (1), The Commercial Bank of Sharia may also: conduct foreign exchange activities on sharia principles; conduct capital participation activities in Sharia Commercial Banks or financial institutions that conduct business activities on the basis of Sharia Principles; conduct temporary capital participation activities to eliminate the consequences of non-fulfillment of funding on the basis of sharia principles, provided that it must withdraw its participation; Acting founder and administrator of the pension fund in the form of Sharia Principles; conduct activities in the capital market until it contradicts sharia principles and provisions of laws and bylaws in the field of capital markets; conduct banking activities or products based on sharia principles using electronic means; issuance, supply and trade of short-term securities on sharia principles, directly or indirectly through the money market; issuance, offering and trading of long-term securities based on sharia principles, directly or indirectly through capital markets; and provide products or conduct business activities of other commercial sharia banks on the basis of sharia principles. In addition to conducting business activities, as stated in paragraph Article 19 (2), the UD can also: conduct currency activities on sharia principles; capital market as long as it does not conflict with the Sharia principles and provisions of laws and bylaws in the field of capital markets; conduct temporary capital participation activities to eliminate the consequences of non-fulfillment of funding on the basis of sharia principles, provided that it must withdraw its participation; conduct banking activities or products based on sharia principles using electronic means; issue, offer and trade of short-term securities based on sharia principles directly or indirectly through the money market; and provide products or conduct business activities of other commercial sharia banks on the basis of sharia principles. The activities referred to in paragraphs (1) and (2) shall comply with the provisions stipulated by the Bank of Indonesia and the provisions of the laws and regulations. Article 21 The business activities of the People's Financial Bank of Sharia include: raising funds from the community in the form of: Savings in the form of Savings or similar to this agreement on the basis of the Wadi'ah Agreement or other Agreements that do not conflict with sharia principles; and investments in the form of deposits or savings or other forms similar to this on the basis of the Mudharabakh Agreement or other Agreements that do not conflict with sharia principles; targeting funds to the community in the form of: Financing the share of revenues based on akad mudharabah or musyarakah; Funding based on akad murabahah, salam or istishna; Funding based on Akad qardh; Financing of leasing of movable or immovable goods to the Customer on the basis of akad ijarah or lease purchased in the form of ijarah mantahiyah bittamlik; and absorption of debt under the Agreement; placement of funds in other Sharia banks in the form of deposits on the basis of contracts or investments on the basis of the Mudharabakh Agreement and/or other Agreements that do not conflict with sharia principles; transfer money, both for the benefit of himself and in favor of the Client through sharia people who finance bank accounts located in the Commercial Bank of Sharia, ordinary commercial bank and UUS; and provide products or conduct other sharia bank business activities in accordance with sharia principles on the basis of approval of the Bank of Indonesia. Article 22 Each party is prohibited from collecting funds in the form of deposits or investments on the basis of sharia principles without prior permission of the Bank of Indonesia, unless it is provided by other laws. The second part of the right to distribute funds article 23 sharia bank and/or UUS must have confidence in

the will and ability of the potential Client of the recipient of the object to repay all obligations in a timely manner before Sharia Bank and/or UNU distribute funds to the Recipient Client of the Facility. In order to obtain a conviction stipulated by paragraph (1), Sharia Bank and/or UUS conduct a thorough assessment of the nature, capacity, capital, collateral and business prospects of the potential Beneficiary Client. The third part of the ban of Sharia and UUS banks 24 Commercial sharia banks are prohibited: conducting economic activities contrary to sharia principles; conducting exchange trading activities directly on the capital market; capital investments, except as set forth in paragraph 20 (1) letter b and letter c; and conduct insurance activities, except as a marketing agent for sharia insurance products. UUS prohibits: conducting business activities contrary to sharia principles; conducting exchange trading activities directly on the capital market; capital investments, except as set forth in Paragraph 20 (2) c; and conduct insurance activities, except as a marketing agent for sharia insurance products. Article 25 financing of sharia bank is prohibited: conducting business in contravention of sharia principles; receive deposits in the form of Giros and participate in payment traffic; conducting business in foreign currency, except foreign currency with the permission of the Bank of Indonesia; conducting insurance activities, except as a marketing agent for sharia insurance products; capital investments, except for institutions created to eliminate the liquidity difficulties of the People's Funding sharia; conduct other business activities outside of business, as stated in Article 21. Article 26 Business activities referred to in Article 19, Article 20 and Article 21 and/or sharia products and services are subject to sharia principles. The sharia principles referred to in paragraph (1) embodied by the Indonesian Council of Ulam. Fatwa as set out in paragraph (2) set out in Indonesia's banking rules. In order to prepare indonesia's banking rules referred to in paragraph (3), the Bank of Indonesia establishes a sharia banking committee. Further provisions on the procedures for the establishment, membership and duties of the Sharia Banking Committee specified in paragraph (4) are governed by the Rules of the Bank of Indonesia. Potential controlling shareholders of Syariah Bank must pass an ability and ownership test conducted by the Bank of Indonesia. Control of shareholders who fail the ability and ownership test is obliged to reduce its stake to no more than 10% (ten per cent). If the controlling shareholder does not lose its stake in paragraph (2), then: the voting rights of controlling shareholders are not taken into account at the General Meeting of Shareholders; voting rights of controlling shareholders are not taken into account as a quorum calculation or not at the General Meeting of Shareholders; dividends payable to controlling shareholders of no more than 10% (ten per cent) and the rest paid after the transfer by controlling shareholders of ownership, as stated in paragraph (1); and the name of the controlling shareholder is published through 2 (two) media, which have a wide circulation. Further provisions on testing and capacity ownership are governed by Rules of the Bank of Indonesia. Provisions on the terms, size, duties, powers, duties and other issues concerning the board of commissioners and directors of the Bank of Sharia are regulated by articles of association of Sharia banks in accordance with the provisions of laws and regulations. Article 29 In the board of directors of the Bank of Cyaria, as stated in Article 28, there should be 1 (one) director responsible for ensuring compliance with sharia bank compliance with the provisions of the Bank of Indonesia and other laws and regulations. Further provisions on the task of ensuring compliance with the Bank of Sharia implementation of the provisions of the Bank of Indonesia and other laws and regulations referred to in paragraph (1) are regulated by the Rules of the Bank of Indonesia. Article 30 Candidates of the Board of Commissioners and Future Directors pass the capacity and property test conducted by the Bank of Indonesia. Verification of the ability and ownership of commissioners and directors who violate integrity and do not meet competences is carried out by the Bank of Indonesia. Commissioners and directors who fail the ability and ownership test are required to repudiate their positions. Further provisions on capacity and ownership verification referred to in paragraphs (1) and (2) are governed by the Bank of Indonesia Rules. Article 31 When carrying out the activities of the Bank of Sharia, the Board of Directors may appoint an executive director. Further provisions on the appointment of executive bodies referred to in paragraph (1) are governed by the Bank of Indonesia Rules. The third part of sharia supervisory board Article 32 of the Sharia Supervisory Board is established in sharia banks and ordinary commercial banks that have a UUS. Sharia Supervisory Board, referred to in paragraph (1), is appointed by the General Meeting of Shareholders on the recommendation of the Indonesian Board of Ulas. Before the Supervisory Board, Sharia, as stated in paragraph (1), is instructed to provide advice and advice to the Board of Directors, as well as oversee the Bank's activities in accordance with the Sharia Principles. Further provisions on the establishment of the sharia supervisory board referred to in paragraph (1) are governed by the Rules of the Bank of Indonesia. The fourth part of the use of foreign labor Article 33 In the implementation of its activities, the Bank of Sharia may use foreign workers. The procedure for the use of foreign workers, as stated in paragraph (1), is carried out in accordance with the provisions of laws and regulations. Chapter VI management, prudential principles and risk management SHARIA BANKING section One Sharia banking management Article 34 Sharia Bank and UUS should implement good governance, which includes the principles of transparency, accountability, accountability, professionalism and fairness in the implementation of their business activities. Sharia Bank and UP draw up internal procedures for the implementation of the principles specified in p. (1). Further provisions on good governance referred to in paragraph (1) are governed by the Bank of Indonesia Rules. The second part of the principle Article 35 of the Sharia Bank and the UP in the implementation of its activities should apply the principle of prudence. Bank Syariah and UUS are obliged to submit financial statements to the Bank of Indonesia in the form of annual balance sheets and annual calculations of profits and losses, as well as clarifications on the basis of general principles of sharia accounting, as well as other periodic reports, in time and form governed by the Rules of the Bank of Indonesia. The balance sheet and annual calculation of profits and losses specified in paragraph (2) must first be verified by the state accounting firm. The Bank of Indonesia may establish an exemption from the liabilities referred to in paragraph (3) for the sharia financial bank. Syariah Bank announces its balance sheet and profit and loss reporting to the public in the time and form determined by the Bank of Indonesia. Article 36 In targeting financing and conducting other activities, Sharia Bank and UUS shall carry out ways that do not harm the Bank of Sharia and/or UUS and the interests of the Customer who funds. Article 37 of the Bank of Indonesia sets provisions for the maximum limit of distribution of funds on the basis of Sharia Principles, guarantees, placement of investments in securities based on sharia, or anything like that, which can be done by Sharia Bank and UUS client of the Recipient or a group of relevant Clients-recipients of services, including companies of the same group as Sharia Bank and UUS. The maximum limit specified in paragraph (1) shall not exceed 30% (thirty per cent) of the Bank Sharia's capital in accordance with the provisions established by the Bank of Indonesia. The Bank of Indonesia sets reserves on the maximum limit for the distribution of funds based on sharia principles, guarantees, placement of investments in securities or other similar things that can be done by Sharia Bank, to: shareholders who own 10% (ten percent) or more of the capital paid by Sharia Bank; members of the board of commissioners; board members; family referred to in letter a, letter b and letter c; other bank officials; and companies with interest from the parties referred to in letters with letter e. The maximum limit specified in paragraph (3) shall not exceed 20% (twenty percent) of the Bank Sharia's capital in accordance with the provisions established by the Bank of Indonesia. Implementation of the provisions referred to in paragraphs (1) and (3) is reported in accordance with the provisions set forth by the Bank of Indonesia. The third part of the risk management obligation Article 38 of Sharia Bank and UUS should implement risk management, the principle of customer cognition and client protection. The provisions referred to in paragraph (1) are governed by the Bank of Indonesia Rules. Article 39 Sharia Bank and UUS explains to the Client about the possibility of loss in connection with the Customer's transactions through the Bank of Sharia and/or UUS. Article 40 In case of non-fulfillment by the Client of the Object of its obligations, Sharia Bank and UUS may purchase part or all of the Collateral, or through or outside the auction, on the basis of voluntary submission by the owner of the pledge or on the basis of granting power for sale from the owner of the collateral, provided that the purchased Collateral must be issued no later than 1 (one) year. Bank Syria and UUS must take into account the purchase price of the collateral specified in paragraph (1) with the Client's obligations to the Relevant Bank Sharia and UUS. If the purchase price of the collateral specified in paragraph (1) exceeds the amount of the Customer's obligations to the Bank Sharia and UUS, the excess amount must be returned to the Customer after deduction of the auction fee and other expenses directly related to the purchase process of collateral. Further provisions on the purchase of collateral specified in paragraphs (1), paragraphs (2) and (3) shall be governed by the Rules of the Bank of Indonesia. Banks and affiliated parties are obliged to keep confidential information about their depository and depository clients and their investors and investment clients. The second part of Article 42 on the secret dismissal of the Bank For the purposes of criminal investigation of taxation, the head of the Bank of Indonesia, at the request of the Minister of Finance, is authorized to issue a written order to the bank to provide information and present to the tax official written evidence and letters regarding the financial condition of the Client-depositor or a certain Client of the investor. The written order referred to in paragraph (1) mentions the name of the tax official, the name of the taxpayer, as well as the case in question. Article 43 In favor of the judiciary in criminal cases, the head of the Bank of Indonesia may grant permission to the police, prosecutors, judges or other investigators authorized by law to obtain information from the Bank regarding deposits or investments of suspects or defendants in the Bank. The permit referred to in paragraph (1) is granted in writing at the request of the head of the National Police of the Republic of Indonesia, the Attorney General, the chief judge of the Supreme Court or the head of the authorized body for the investigation. The request referred to in paragraph (2) mentions the name and position of the investigator, prosecutor or judge, name of the suspect or accused, the reason for the need to obtain information, as well as the relationship between the criminal case relating to the necessary information. Article 44 of the Bank provides the information referred to in Article 42 and Article 43. Article 45 In a civil case between the Bank and its Client, the Bank's Board of Directors may inform the court about the financial situation of the client and provide other information relevant to this issue. Article 46 In exchange for interbank information, the Bank's Board of Directors may financial position of its Clients before other Banks. The provision stipulated by paragraph (1) is governed by the Rules of the Bank of Indonesia. Article 47 Upon request, approval or power of attorney of the client of the depository or the Investor's Client, issued in writing, the Bank provides information about the Depository of the Client or the Investor Client in the Relevant Bank to the party appointed by the Depository Client or the Investor Client. Article 48 In case the Depository Client or Investor Client has died, the legitimate heir of the Depository client or the Investor's Concerned Client has the right to obtain information about the Depository Client or the Investor's Client. Article 49 Parties who feel harmed by the information provided by the Bank, as stated in Article 42, Article 43, Article 45 and Article 46, have the right to know the content of the information and correct the request if there is an error in the information provided. Chapter VIII coaching and supervision of Article 50 Construction and supervision of the Bank Saria and UUS is carried out by the Bank of Indonesia. Article 51 sharia banks and UOS should maintain a level of healthcare that includes at least capital adequacy, asset quality, liquidity, profitability, solvency, quality of management describing opportunities in financial aspects, adherence to sharia principles and Islamic governance principles, as well as other aspects related to Sharia Bank and UOS business. The criteria for the level of health and the provisions stipulated by the Bank Syariah and UUS, as set out in paragraph (1), are governed by the Rules of the Bank of Indonesia. Article 52 of Cyaria Bank and UUS submits all information and clarifications regarding its business to the Bank of Indonesia in accordance with the procedures stipulated by the Bank of Indonesia Rules. Bank Syariah and UUS at the request of the Bank of Indonesia are obliged to provide opportunities for examination of books and files, and must provide the necessary assistance in order to obtain the correctness of all information, documents and explanations reported by the Relevant Sharia Bank and UUS. In order to perform the supervisory duties specified in paragraphs (1) and (2), the Bank of Indonesia is authorized to: study and receive data/documents from each place associated with the Bank; check and receive data/documents and information from each party, which according to the Bank of Indonesia's assessment has an impact on the Bank; and ordered the Bank to block certain accounts, both Savings Accounts and Financial Accounts. Information and inspection reports on the Bank Sharia and UUS, obtained on the basis of the provisions referred to in paragraphs (1), paragraphs (2) and (3) are not announced and are confidential. Article 53 of the Bank of Indonesia may charge public accountants or other parties for and on behalf of the Bank of Indonesia, article 52 paragraph (2). The requirements and verification procedures referred to in paragraph (1) are governed by the Bank of Indonesia Rules. Article 54 In the case when the Bank of Sharia suffers difficulties jeopardizing its continuity of business, the Bank of Indonesia is authorized to take measures to oversee, among others: limiting the powers of the General Meeting of Shareholders, Authorized Persons, Directors and Shareholders; ask shareholders to increase capital; ask shareholders to replace members of the Board of Authorized and/or Directors of the Bank Saria; ask Sharia Bank to cancel the distribution of steine funds and take into account the losses of sharia bank with its capital; ask Sharia Bank to merge or merge with other Sharia banks; ask the Sharia bank to sell to a buyer willing to assume all their obligations; demand that the Bank of Sharia submit to management all or part of the Bank of Sharia activities to other parties; and/or ask sharia banks to sell some or all of The Sharia Bank's assets to others. If the actions referred to in paragraph (1) are not enough to overcome the difficulties suffered by The Bank of Syria, the Bank of Indonesia argues that the Bank of Saria cannot be misled and submits its processing to the Deposit Insurance Agency to be saved or not saved. In the event that the Deposit Insurance Agency declares that the Sharia Bank specified in paragraph (2) will not be retained, the Bank of Indonesia at the request of the Deposit Insurance Agency revokes the Business License of the Bank sharia and further fencing is carried out by the Deposit Insurance Agency in accordance with the provisions of the legislation. At the request of Syariah Bank, Bank of Indonesia may revoke the Bank of Sharia's business license after Sharia Bank has fulfilled all its obligations. Further provisions on the terms and procedures for revoking sharia bank's business license referred to in paragraph (4) are governed by the Regulation of the Bank of Indonesia. Sharia banking dispute is resolved by the court in the religious judiciary. If the parties have promised to resolve disputes, except as specified in paragraph (1), dispute resolution is carried out in accordance with the content of the Agreement. Resolving disputes referred to in paragraph (2) does not contradict sharia principles. The Bank of Indonesia imposes administrative sanctions on sharia banks or UUS, members of the board of commissioners, members of the Sharia Supervisory Board, directors and/or employees of sharia banks or ordinary commercial banks that have UD that obstruct and/or do not carry out Sharia Principles in the performance of their business or duties or fail to fulfill their obligations as set out in this Law. Article 57 of the Bank of Indonesia imposes administrative sanctions on Sharia Bank or UUS, members of the board of commissioners, members of the Supervisory Board of Sharia, directors and/or employees of Sharia Bank or Commercial Bank which have a UUS in violation of Article 41 and Article 44. The imposition of administrative sanctions referred to in paragraph (1) does not reduce criminal provisions as a result of violations of banking confidentiality. Article 58 Administrative sanctions referred to in this Law: fine money; written reprimand; reducing the health of the Bank Sharia and UUS; prohibition to participate in cleaning activities; freezing of certain business activities, both for individual departments and for sharia bank and UUS as a whole; termination of the board of the heads of the Bank Sharia and the Ordinary Commercial Bank, which owns the UAN, and subsequently appoint and appoint a temporary replacement before the appointment of the General Meeting of Shareholders for permanent replacement in agreement with the Bank of Indonesia; inclusion of board members, employees and shareholders of the Bank Syria and Ordinary Commercial Bank, who have a UUS in the list of desired people in the banking sector; and/or revocation of a business license. Further provisions on the imposition of administrative sanctions referred to in paragraph (1) are governed by the Rules of the Bank of Indonesia. SECTION XI Criminal provisions Article 59 Anyone who conducts business activities of the Bank Sharia, UUS, or fundraising activities in the form of deposits or investments on the basis of sharia principles without a business license of the Bank of Indonesia, as stated in paragraph Article 5 (1) and Article 22, should be punishable by a maximum prison sentence of 5 (five) years and a maximum of 15 (fifteen) years and a fine of at least Rp10,000,000,000.00 (ten billion rupees) and no more than Rp200,000,000,000.00 (two hundred billion rupees). If the activity referred to in paragraph (1) is carried out by a legal entity, the charges of the legal entity in question are carried out against those who give orders for the performance of the act and/or who acts as leaders in this act. Article 60 Any person who knowingly does not bear the written order or permission of the Bank of Indonesia, as stated in Article 42 and Article 43, shall force the Bank of Sharia, UUS, or affiliated parties to provide information, sentenced to a maximum prison sentence of 2 (two) years and a maximum of 4 (four) years and a maximum fine of Rp10,000,000,000.00 (ten billion rupees) and no more than Rp200,000,000,000.00 (two hundred billion rupees) Board members authorized, employees of The Bank of Sharia or the Ordinary Commercial Bank owning UUS or other Affiliates who knowingly provide confidential information, referred to in Article 41 must be sentenced with a maximum prison sentence of 2 (two) years and a maximum of 4 (four) years and a fine of at least Rp4,000,000,000.00 (four billion rupees) and no more than Rp8,000,000,000.00 (eight billion rupees). Article 61 Members of the Board of Authorized, Directors or Employees of the Bank sharia or ordinary commercial bank who have a mustache that knowingly: do not submit the financial statements referred to in paragraph 35 (2); and/or do not provide information or comply with orders which must be executed, as stipulated by Article 52, convicted with a minimum imprisonment of 1 (one) year and a maximum of 2 (two) years and a fine of at least Rp1,000,000,000.00 (one billion rupees) and at least Rp2,000,000,000.00 (two billion rupees). Article 62 Members of the Board of Authorized, Directors or Employees of the Bank Sharia or UUS, or intentionally alter, confuse, publicize, conceal or forged an accounting record, with a maximum prison sentence of 5 (five) years and a maximum penalty of 15 (fifteen) years and a fine of at least Rp15,000,000,000.00 (fifteen billion rupees). Article 62 Members of the Board of Authorized, Directors or Employees of the Bank Sharia or ordinary commercial bank who have a mustache that knowingly: do not submit the financial statements referred to in paragraph 35 (2); and/or do not provide information or comply with orders which must be executed, as stated in Article 52, punishable by a maximum prison sentence of 2 (two) years and a maximum of 10 (ten) years and a fine of at least Rp 5,000,000,000 (five billion rupees) and at least Rp100,000,000,000.00 (one hundred billion rupees) Board members of the authorized, directors or employees of the Bank Sharia or ordinary commercial bank, who have negligent UP: do not submit the financial statements referred to in paragraph Article 35 (2); and/or do not provide information or comply with orders which must be executed, as stipulated by Article 52, convicted with a minimum imprisonment of 1 (one) year and a maximum of 2 (two) years and a fine of at least Rp1,000,000,000.00 (one billion rupees) and at least Rp2,000,000,000.00 (two billion rupees). Article 63 Members of the Board of authorized, directors or employees of the Bank Sharia or ordinary commercial bank, who have a mustache that knowingly: create or cause false accounting in accounting or in reports, documents or reports on economic activity, as well as/or reports on transactions or accounts of the Bank Sharia or UUS; lower or without entering or causing records in accounting or in reports, documents or reports on business activities, and/or transaction reports or accounts of Sharia Bank or UO; and/or modify, conceal, delete or delete any accounting records or reports, documents or reports on business activities, and/or reports on transactions or accounts of Sharia Bank or UUS, or intentionally alter, confuse, publicize, conceal or forged an accounting record, with a maximum prison sentence of 5 (five) years and a maximum penalty of 15 (fifteen) years and a fine of at least Rp10,000,000,000.00 (ten billion rupees) and a maximum of Rp200,000,000,000.00 (two hundred billion rupees) Members of the board of authorized, directors or employees of the Bank of Sharia or ordinary commercial bank who have a UUS who knowingly: ask or receive, allow or agree to receive a reward, commission, additional money, service, money or valuables for his personal gain or for the benefit of his family, for the purpose of: to receive or try to receive for others upon receipt a bank guarantee or facility for refund from the Bank sharia or UUS; making purchases by Sharia Bank or UUS for letters, omnes, checks and trading papers or other proof of liability; to give consent to others to withdraw funds that exceed the limit of their distribution of funds to the Bank sharia or UUS; and/or do not carry out the necessary measures to ensure compliance with the Bank Sharia or UP provisions of this Law, punishable by a maximum prison sentence of 3 (three) years and a maximum of 8 (eight) years and a fine of at least Rp5,000,000,000.00 (five billion rupees) and no more than Rp100,000,000,000.00 (one hundred billion rupees). Article 64 Affiliated parties that knowingly do not take the necessary measures to ensure compliance with Sharia banks or ordinary commercial banks, who have UD provisions of this Law, sentenced to a maximum prison sentence of 3 (three) years and a maximum of 8 (eight) years and criminal fines of at least Rp5,000,000,000.00 (five billion rupees) and at least Rp100,000,000,000.00 Article 65 of shareholders who knowingly order members of the board of authorized, directors, or employees of a Sharia bank or ordinary commercial banks that have a WHO to carry out or not take actions, as a result of which the Bank Sharia or UUS do not take the necessary measures to ensure compliance of the Bank Sharia or UUS with the provisions of this Law, sentenced to a maximum prison sentence of 7 (seven) years and a maximum of 15 (five 11) year and criminal fines of at least Rp10,000,000,000.00 (ten billion rupees) and at least Rp200,000,000,00.00 (two hundred billion rupees). Article 66 Members of the Board of Directors or employees of the Bank Sharia or ordinary commercial bank, who have UNU, who knowingly: taken into actions contrary to this Law and such actions, resulted in losses of the Bank Sharia or UUS or caused the unhealthy financial condition of the Bank Syria or UUS; obstruct verification or not assist with inspections conducted by the board of authorized or state accounting firms appointed by the board of commissioners; to ensure the distribution of funds or warranty objects by violating the applicable provisions required by the Bank Sharia or UOS, which resulted in losses jeopardizing the continuity of the Bank's Sharia or UOS business; and/or do not take the necessary measures to ensure compliance of the Bank with Sharia or UUS provisions of the Maximum Limit for the Distribution of Funds, as stated in this Law and/or the current provisions punishable by a maximum prison sentence of 1 (one) year and a maximum of 5 (five) years and criminal penalties of at least Rp1,000,000,000.00 (one billion rupees) and no more than Rp2,000,000,000.00 (two billion rupees). directors and employees of The Sharia Bank or the Ordinary Commercial Bank, which have a UUS, who knowingly misuse the funds of the Client, Sharia Bank or UUS punishable by a maximum prison sentence of 2 (two) years and a maximum of 8 (eight) years and a fine of at least Rp2,000,000,000.00 (two billion rupees) and no more than Rp4,000,000,000.00 (four billion rupees). SECTION XII OF THE REGULATION ON THE TRANSITION OF ARTICLE 67 OF SHARIA OR UUS, which have a business license at the time of entry into force of this Law, declared as having obtained a business license in accordance with this Law. The Bank of Sharia or UOS referred to in paragraph (1) shall comply with the provisions of this Law no later than 1 (one) year out of the comma of this Law. Article 68 In the event that an ordinary commercial bank has a UUS whose asset value has reached at least 50% (fifty per cent) of the total asset value of its parent bank or 15 (fifteen) years since the introduction of this Law, the ordinary commercial bank is obliged to separate the UUS into Sharia Commercial Bank. Further provisions on separation and sanctions for ordinary commercial banks that do not perform separation, as stated in paragraph (1), are governed by the Bank of Indonesia Rules. SECTION XIII CLOSING THE PROVISIONS OF ARTICLE 69 At the time of the application of this Law, all provisions concerning sharia banking activities are stipulated by Law No. 1. 7/1992 on banking (Charter of the Book No. 31/1992, in addition to the Statute of The Book No. 3472) as amended by Law No. 10/1998 (Statute Of The Book No. 182/1998, Additional Statute Book No. 3790) and provisions on its implementation are declared as remaining in force until it conflicts with this Law. Article 70 of this Law entered into force on the date of its enactment. This is the content of the Law No. 21 of 2008 on sharia banking. Sharia.

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