

BANK INDONESIA REGULATION

NUMBER: 13/5/PBI/2011

CONCERNING

LEGAL LENDING LIMIT

FOR ISLAMIC RURAL BANKS

BY THE GRACE OF THE ALMIGHTY GOD

THE GOVERNOR OF BANK INDONESIA,

- Considering:
- a. that for the purpose of supporting economic growth, Islamic Rural Banks need to increase financing to productive sectors, particularly to finance micro, small and middle-sized enterprises;
 - b. that in efforts to increase financing to micro, small and middle-sized enterprises and to protect public interests, Bank Islamic Rural Banks shall maintain the soundness and sustainability of their business by observing the prudence principles in the distribution of its funds;
 - c. that it is necessary to apply the prudence principles in the distribution of funds by, among other things, the spreading of portfolios on the distribution of funds granted so that the risks of such distribution of funds shall not be centered upon certain customer recipients of facilities or a group of customer recipients of facilities;

- d. that based on the considerations as referred to in letter a, letter b and letter c, it is deemed necessary to provide revised provisions on the Legal Lending Limit for Islamic Rural Banks in Bank Indonesia Regulation;

- Observing:
1. Law Number 23 of 1999 concerning Bank Indonesia (State Gazette of the Republic of Indonesia Number 66 of 1999, Supplement to State Gazette of the Republic of Indonesia Number 3843), as last amended by Law Number 6 of 2009 concerning the Establishment of Government Regulation in Lieu of Law Number 2 of 2008 concerning the Second Amendment to Law Number 23 of 1999 concerning Bank Indonesia into Law (State Gazette of the Republic of Indonesia Number 7 of 2009, Supplement to State Gazette of the Republic of Indonesia Number 4962);
 2. Law Number 21 of 2008 concerning Islamic Banking (State Gazette of the Republic of Indonesia Number 94 of 2008, Supplement to State Gazette of the Republic of Indonesia Number 4867);

HAS DECIDED

To enact : BANK INDONESIA REGULATION CONCERNING LEGAL LENDING LIMIT FOR ISLAMIC RURAL BANKS.

CHAPTER I

GENERAL PROVISIONS

Article 1

In this Regulation of Bank Indonesia, the following terms shall have the following meanings:

1. Bank is a Commercial Bank and a Rural Bank as referred to in Law Number 7 of 1992 concerning Banking as amended by Law Number 10 of 1998 and an Islamic Commercial Bank and an Islamic Rural Bank as referred to in Law Number 21 of 2008 concerning Islamic Banking.
2. Islamic Rural Bank, hereinafter referred to as BPRS (*Bank Pembiayaan Rakyat Syariah*), is an Islamic Rural Bank as referred to in Law Number 21 of 2008 concerning Islamic Banking.
3. Legal Lending Limit, hereinafter referred to as BMPD (*Batas Maksimum Penyaluran Dana*), is the permitted realization of the maximum percentage of fund distribution against the capital of a BPRS.
4. Distribution of Funds is the investment of the funds of a BPRS in the form of:
 - a. financing, and/or
 - b. interbank placement of funds.
5. Financing is Financing as referred to in Law Number 21 Year 2008 on Sharia (Islamic) Banking.
6. Interbank Placement of Funds is the investment of the funds of a BPRS with Conventional Commercial Banks, Islamic Commercial Bank, Islamic Business Units and/or other BPRS in the form of demand deposits, savings, time deposits, certificate of deposit, financing and other similar investments based on Sharia Principles.
7. Capital is the capital as referred to the provisions of Bank Indonesia on the obligation to meet the capital adequacy ration of a BPRS.

8. Related Party is an individual or a company/entity which has ownership, managerial and/or financial relations with a BPRS.
9. Non-Related Party is an individual or a company/entity which does not have any ownership, managerial and/or financial relations with a BPRS.
10. BMPD Violation is the surplus between the percentage of Distribution of Funds at the time of realization and the Capital of a BPRS and its permitted BMPD.
11. Overlimits of BMPD is the surplus between the percentage of the realized Distribution of Funds against the Capital of a BPRS at the time of reporting and the permitted BMPD, and it does not include BMPD Violation as referred to in number 10.
12. Customer Recipient of Facility is an individual, company or entity which obtains funding or any similar facilities based on the principles Sharia.
13. Board of Directors is the Board of Directors as referred to in Law Number 40 of 2007 concerning Limited Liability Companies.
14. Board of Commissioners is the Board of Commissioners as referred to in Law Number 40 of 2007 concerning Limited Liability Companies.

Article 2

A BPRS shall observe the prudential principles and Sharia Principles when entering into a Financing contract with a Customer Recipient of Facility.

Article 3

- (1) A BPRS shall not draw up a Financing contract as referred to in Article 2 if such Financing contract requires the BPRS to distribute funds which will result in the occurrence of a BMPD violation.
- (2) A BPRS shall not grant the Distribution of Funds which results in a BMPD Violation.

CHAPTER II

BASIS FOR THE CALCULATION OF BMPD

Article 4

- (1) BMPD for Financing shall be calculated based on the Financing debit balance.
- (2) BMPD for Interbank Placement of Funds in other BPRS shall be calculated based on the amount of Interbank Placement of Funds.

CHAPTER III

BMPD TO RELATED PARTY

Article 5

The Distribution of Funds to all Related Party shall set to be a maximum 10% (ten percent) of the Capital of the BPRS.

Article 6

The Distribution of Funds in the form of Financing to Related Party shall be approved by 1 (one) member of the Board of

Directors and 1 (one) member of the Board of Commissioners of the BPRS.

Article 7

Related Party include:

- a. shareholders who hold 10% (ten percent) or more shares of the total paid-up capital;
- b. members of the Board of Commissioners;
- c. members of the Board of Directors;
- d. party who have family relations up to the second level, both horizontally and vertically, with the party as referred to in letter a up to letter c;
- e. Executive Officers;
- f. non-Bank companies owned by the party as referred to in letter a up to letter e whose ownership, both individually and as a whole, constitutes 25% (twenty five percent) or more of the total paid-up capital of the company;
- g. other BPRS which are owned by the party as referred to in letter a up to letter e and whose ownership constitutes 10% (ten percent) or more of the total paid-up capital of such other BPRS;
- h. other BPRS whose:
 - 1) members of the Board of Commissioners are members of the Board of Commissioners of the BPRS; and
 - 2) 50% (fifty percent) or more of the total members of its Board of Commissioners and Board of Directors hold concurrently their position and another one in such other BPRS.

- i. companies whose 50% (fifty percent) or more of the total members of their Board of Commissioners and members of their Board of Directors are members of the Board of Commissioners of the BPRS;
- j. Customer Recipient of Facilities is the one guaranteed by party as referred to in letter a up to letter i.

Article 8

The Distribution of Funds to party other than those referred to in Article 7 may be categorized as the Distribution of Funds to an Related Party if the same is used for the interests of the Related Party.

CHAPTER IV

BMPD TO NON-RELATED PARTY

Article 9

- (1) The Distribution of Funds in the form of an Interbank Placement of Funds to another BPRS which is a Non-Related Party shall be set to be a maximum of 20% (twenty percent) of the Capital of the BPRS.
- (2) The Distribution of Funds in the form of Financing to 1 (one) Customer Recipient of Facility which is a Non-Related Party shall be set to be a maximum of 20% (twenty percent) of the Capital of the BPRS.
- (3) The Distribution of Funds in the form of Financing to 1 (one) group of Customer Recipients of Facilities which is a Non-Related Party shall be set to be a maximum of 30% (thirty percent) of the Capital of the BPRS.

Article 10

A Customer Recipient of Facility shall be categorized as a member of a group of Customer Recipients of Facility as referred to in Article 9 paragraph (3) if such Customer Recipient of Facility has a relationship with other Customer Recipients of Facility, through ownership relations, managerial relations and/or financial relations, which include:

- a. companies whose 25% (twenty five percent) or more of their respective paid-up capital is owned by a company/entity or an individual or jointly by a family;
- b. companies one of which owns 25% (twenty five percent) or more of the paid-up capital of other companies;
- c. companies whose 50% (fifty percent) or more of the total members of their Board of Commissioners and members of their Board of Directors in 1 (one) particular company become members of the Board of Commissioners and/or the Board of Directors of other companies.
- d. companies that do not meet the criteria as referred to in letter a up to letter c but there is financial assistance provided by one company to another company which results in the control of the other company by such company.
- e. companies and/or individuals whereby one acts as a Financing guarantor for Financing received by another company or another individual.

CHAPTER V

OVERLIMITS OF BMPD

Article 11

The Distribution of Funds by a BPRS shall be categorized as a Overlimits of BMPD when there is a surplus between the percentage of realized Distribution of Funds and the Capital of the BPRS at the time of reporting and the permitted BMPD for the following reasons:

- a. reduction in the Capital of BPRS;
- b. merger, amalgamation, acquisition, change in ownership and/or managerial structures which result in changes to an Related Party and/or a group of Customer Recipients of Facility;
- c. change in regulations.

CHAPTER VI

SETTLEMENT OF BMPD VIOLATION AND/OR BMPD OVERLIMIT

Article 12

- (1) A BPRS shall prepare and submit an action plan for the settlement of BMPD Violation and/or BMPD Overlimit.
- (2) The action plan for BMPD Violation as referred to in paragraph (1) shall be submitted by the BPRS and received by Bank Indonesia no later than 1 (one) month as of the deadline for submission of the BMPD report for the relevant month or 14 (fourteen) days as of the exit meeting convened for BMPD Violation which is found in the examination.

- (3) The action plan for BMPD Overlimit as referred to in paragraph (1) which results from matters as referred to in Article 11 letter a and letter b shall be submitted by the BPRS and received by Bank Indonesia no later than 1 (one) month as of the end of the month of the BMPD report for the relevant month or 14 (fourteen) days as of the exit meeting convened for the BMPD Overlimit which found in the examination.
- (4) The action plan for BMPD Overlimit as referred to in paragraph (1) which results from matters as referred to in Article 11 letter c shall be submitted by the BPRS and received by Bank Indonesia no later than 3 (three) months as of coming into force of the new regulation.
- (5) In the event that the period for submission of the action plan as referred to in paragraph (2), paragraph (3) and paragraph (4) falls on Saturday or a holiday, the BPRS shall submit the action plan on the preceding business day.

Article 13

- (1) The action plan as referred to in Article 12 paragraph (1) shall at least contain steps for the settlement of BMPD Violation and/or BMPD Overlimit and a targeted time for such settlement.
- (2) The targeted time for the settlement as referred to in paragraph (1) shall be determined as follows:
 - a. For a BMPD Violation, it shall be for a maximum period of 3 (three) months as of the submission of the action plan to Bank Indonesia.

- b. For a BMPD Overlimit which results from matters as referred to in Article 11 letter a and letter b, it shall be for a maximum of 6 (six) months as of the submission of the action plan to Bank Indonesia.
 - c. For a BMPD Overlimit which results from matters as referred to in Article 11 letter c, it shall be for a maximum of 12 (twelve) months as of the submission of the action plan to Bank Indonesia
- (3) In the event the remaining period for the provision of funds up to its maturity is shorter than the targeted time for settlement as referred to in paragraph (2), the targeted time for settlement shall be no later than such maturity date for the provision of funds.
 - (4) The targeted time for settlement of a BMPD violation and/or overlimit on an Interbank Placement of Funds which does not have a maturity date in the form of Savings in another BPRS shall be for a maximum of 1 (one) month as of the submission of the action plan to Bank Indonesia.
 - (5) Bank Indonesia may also request a BPRS to make adjustments to the submitted action plan if, according to Bank Indonesia, the steps and/or the targeted time for settlement cannot be reached.

Article 14

- (1) A BPRS shall submit reports on the implementation of action plans for the settlement of BMPD Violation and/or BMPD Overlimit along with the supporting evidence.
- (2) Reports on the implementation of the action plans as referred to in paragraph (1) shall be submitted by the BPRS and received by Bank Indonesia no later than 14 (fourteen) days as of the realization of such action plans.

- (3) In the event that the last day in the period of 14 (fourteen) days as referred to in paragraph (2) falls on Saturday or a holiday, the BPRS shall submit a report on the implementation of the action plan on the preceding business day.

CHAPTER VII

EXEMPTIONS

Article 15

The BMPD provisions shall be exempted for:

- a. Interbank Placement of Funds with Conventional Commercial Banks, Islamic Commercial Banks and/or Islamic Business Units, including Conventional Commercial Banks, Islamic Commercial Banks and/or Islamic Business Units which meet the criteria of Related Party as referred to in Article 7;
- b. The portion of the Distribution of Funds secured by way of:
 - 1) Collateral in the form of cash collateral, i.e., time deposits or savings in the BPRS;
 - 2) Gold and/or precious metals; and/or
 - 3) Certificate of Bank Indonesia or Islamic Certificate of Bank Indonesia,

provided that the following requirements are met:

- a) the collateral is blocked and accompanied with an irrevocable power of attorney to disburse/sell the collateral from the owner for the interests of the BPRS which receives such collateral, including partial disbursement/sales to pay the arrears of instalment of the principal/margin/production sharing/*ujrah*;

- b) the period for the blocking as referred to in letter a) shall be at least the same as that for the Distribution of Funds; and
 - c) the cash collateral as referred to in number 1) and number 2) shall be deposited or administered at the relevant BPRS.
- c. The portion of the Distribution of Funds which is guaranteed by the Government of Indonesia directly and through a State-Owned Enterprise (BUMN) or a Region-Owned Enterprise (BUMD) in accordance with the prevailing provisions of laws and regulations and which meets the following requirements:
- 1) the guarantee are unconditional and irrevocable in nature;
 - 2) the guarantee shall be disbursed no later than 7 (seven) business days as of the filing of the claim, including a partial disbursement; and
 - 3) the guarantee have a security period which is at least the same as that of the Distribution of Funds.
- d. The portion of Interbank Placement of Funds with other BPRS to the extent:
- 1) An agreement is reached between the BPRS so placing its funds with another BPRS so receiving such placement of funds for the purposes of overcoming liquidity difficulties of the BPRS; and
 - 2) The Portion of the above Placement of Funds shall be in form of deposits/contributions/portions of funds which shall be placed by the BPRS with another BPRS in accordance with the agreement as referred to in number 1) so intended to overcome liquidity difficulties of each BPRS.

Article 16

- (1) The provision of BPRS funds in the form of Financing under a core plasma (*inti plasma*) partnership pattern or a pattern called Development of Relationships between the Bank and Self-Support Community Groups (PHBK) shall be excluded from the definition of a group of Customer Recipients of Facility of Non-Related Party as referred to in Article 9 paragraph (3).
- (2) The core plasma partnership pattern as referred to in paragraph (1) may be excluded from the definition of a group of Customer Recipients of Facility of Non-Related Party as referred to in Article 9 paragraph (3) to the extent that it meets the following requirements:
 - a. Financing is granted under a partnership pattern;
 - b. The core company (*perusahaan inti*) is a Non-Related Party of a BPRS;
 - c. The *plasma* is neither a subsidiary nor a branch which is owned, controlled or related with the core company;
 - d. The *plasma* produces components which are required by the core company as part of its production; and
 - e. The Financing contract between the BPRS and the *plasma* is entered into directly.
- (3) The PBHK pattern as referred to in paragraph (1) may be excluded from the definition of a group of Customer Recipients of Facility of Non-Related Party as referred to in Article 9 paragraph (3) to the extent that it meets requirements that:
 - a. Financing is given to a group;
 - b. Participants in the PHBK have undergone selection;
 - c. Autonomy of the participating bodies is appreciated;

- d. Savings are promoted and savings are tied to the Financing;
- e. A level of margin/production sharing/*ujrah* which accords with the market level is imposed;
- f. Alternative collaterals are developed and accepted
- g. Technical assistance/counselling for group fostering is made available.

Article 17

Financing to members of the Board of Directors, members of the Board of Commissioners and/or employees of a BPRS which meet the criteria of related Party, which is intended to improve welfare and repaid from revenues acquired from the relevant BPRS shall be exempted from the granting of Financing to Related Party as referred to in Article 7.

CHAPTER VIII

PROCEDURES FOR SUBMISSION OF BMPD REPORTS

AND CORRECTION TO BMPD REPORTS

Article 18

- (1) A BPRS shall prepare and submit BMPD reports monthly to Bank Indonesia online in a correct, complete and timely manner.
- (2) The BMPD reports as referred to in paragraph (1) shall cover:
 - a. Distributions of Funds to Non-Related Party which violate and exceed the BMPD; and

- b. All Distributions of Funds to Related Party.
- (3) Procedures for submission of the BMPD reports as referred to in paragraph (1) shall be set out in a Circular Letter of Bank Indonesia.

Article 19

- (1) A BPRS shall be responsible for the accuracy and completeness of the contents of its BMPD report submitted to Bank Indonesia as referred to in Article 18 paragraph (1).
- (2) In the event of any errors and/or mistakes in a BMPD report which is submitted to Bank Indonesia, BPRS shall submit online correction(s) to such BMPD report in accordance with the provisions as referred to in Article 18.

Article 20

- (1) The obligations to submit BMPD reports and/or corrections to the BMPD reports online as referred to in Article 18 paragraph (1) and Article 19 paragraph (2) shall be exempted in the event:
 - a. The BPRS is domiciled at a region where communication facilities are not yet available so as to make it impossible to submit BMPD reports and/or corrections to the BMPD reports online;
 - b. The BPRS begins its operations within a period of no later than 2 (two) months as of the date of the commencement of operational activities;
 - c. The BPRS experiences technical difficulties; or
 - d. Any damage and/or disturbance occurs on the database or the communication networks at Bank Indonesia;

- (2) A BPRS shall receive exemptions as referred to in paragraph (1) letter a, letter b or letter c upon delivery of prior written notice to Bank Indonesia along with the reason(s) therefor.
- (3) A BPRS shall submit BMPD reports and/or corrections to such reports online upon the resuming of its normal operational activities.

Article 21

- (1) A BPRS that fails to submit BMPD reports and/or corrections to such BMPD reports online as referred to in Article 20 shall submit such reports offline.
- (2) Procedures for the submission of BMPD reports as referred to in paragraph (1) shall be set out in a Circular Letter of Bank Indonesia.

Article 22

- (1) A BMPD report shall be submitted by a BPRS to Bank Indonesia no later than on the 14th (fourteenth) day of the month following the end of the relevant month of reporting.
- (2) In the event the 14th (fourteenth) day falls on a holiday or a Saturday, the BPRS submitting the offline BMPD report shall submit its BMPD report on the preceding working day.
- (3) A BPRS shall be declared to have submitted its BMPD report on the date of receipt of such BMPD report by Bank Indonesia.
- (4) In the occurrence of errors and/or mistakes in BMPD report which has already been submitted, the BPRS shall

submit online corrections to such BMPD report to Bank Indonesia no later than on the 20th (twentieth) day of the following month as of the end of the relevant reporting month.

- (5) In the event the 20th (twentieth) day falls on a holiday or a Saturday, the BPRS so submitting offline corrections to its BMPD report shall submit the BMPD report on the following business day.
- (6) A BPRS is declared to have submitted correction(s) to its BMPD report on the date of receipt of such corrections to the BMPD report by Bank Indonesia.

Article 23

- (1) A BPRS is declared late in submitting its BMPD report if, up to the deadline as referred to in Article 22 paragraph (1), it still has not submitted its BMPD report.
- (2) A BPRS is declared late in submitting correction(s) to its BMPD report if, up to the deadline as referred to in Article 22 paragraph (4), the BPRS still has not submitted correction(s) to such BMPD report.
- (3) A BPRS is declared to have not submitted its BMPD report and/or correction(s) to such BMPD report if, up to the end of the following month after the end of the relevant reporting month, the BPRS still has not submitted its BMPD report and/or correction(s) to such BMPD report.
- (4) A BPRS which is declared to have not submitted its BMPD report and/or correction(s) to such BMPD report as referred to in paragraph (3) shall still submit its BMPD report and/or correction(s) to such BMPD report.

CHAPTER IX

OTHER PROVISIONS

Article 24

- (1) Bank Indonesia shall be authorized to correct the performance of the BMPD provisions by a BPRS.
- (2) A BPRS shall make adjustments to the corrections set out by Bank Indonesia as referred to in paragraph (1) in its BMPD report to Bank Indonesia.
- (3) If the corrections of Bank Indonesia as referred to in paragraph (1) take place, the BPRS shall submit corrections to the above BMPD report to Bank Indonesia no later than 14 (fourteen) days as of the date of notification by Bank Indonesia or as of the date of the exit meeting.
- (4) If the period of 14 (fourteen) days as referred to in paragraph (3) falls on a Saturday or a holiday, the BPRS shall submit corrections to its BMPD report on the preceding business day.

Article 25

- (1) A BPRS shall be declared to be in delay in submitting corrections to the BMPD report as referred to in Article 24 paragraph (2) if, up to the deadline as referred to in Article 24 paragraph (3), such BPRS still has not submitted corrections to its BMPD report.
- (2) A BPRS is declared to have not submitted corrections to the BMPD report as referred to in Article 24 paragraph (2) if, up to the period of 30 (thirty) days as of the date of notice by Bank Indonesia or up to the date of the exit

meeting, such BPRS still has not submitted corrections to its BMPD report.

- (3) A BPRS which is declared to have not submitted corrections to its BMPD report as referred to in paragraph (2) shall still submit such corrections to its BMPD report.

Article 26

- (1) Once a year a BPRS shall report to Bank Indonesia on the structure of business units so related to it, including on the legal entities so owning, such BPRS up to their ultimate shareholders for its end year position, and also on each proposed change in business unit structure which results in a change of control of such BPRS.
- (2) The report on business unit structure as referred to in paragraph (1) shall be submitted no later than 30 (thirty) days as of the year end.
- (3) The report on the proposed change in business unit structure as referred to in paragraph (1) shall be submitted to Bank Indonesia no later than 30 (thirty) days prior to such change occurs.
- (4) If the change in structure of business unit as referred to in paragraph (1) results in a change in control of the BPRS based on the assessment of Bank Indonesia, then such BPRS shall nominate a candidate from such PSP to engage in a fit and proper test by Bank Indonesia.

Article 27

Bank Indonesia may reject a change in control of a BPRS if, based on its assessment, such change may result in or is indicated as being able of obstructing the carrying out of supervision over a BPRS.

Article 28

- (1) A BPRS shall disclose its ultimate shareholders in its yearly reports and published financial statements.
- (2) The disclosure obligation as referred to in paragraph (1) shall be supplementary to the obligation to disclose information regarding shareholders of the BPRS as regulated under the prevailing regulations of Bank Indonesia.

CHAPTER X

SANCTIONS

Article 29

- (1) A BPRS which commits a BMPD Violation as referred to in Article 3 paragraph (2), Article 5 and Article 9 shall be subject with a sanction in the form of assessment of soundness level of such BPRS as regulated under the prevailing regulations of Bank Indonesia.
- (2) For each mistake in a BMPD report found during the research and/or examination of Bank Indonesia, a BPRS shall be subject to a sanction in the form of obligation to pay an amount of Rp10,000.00 (ten thousand rupiah) per type of mistake or a maximum of Rp1,000,000.00 (one million rupiah).
- (3) In the event the same type of mistake is found in a monthly report of BPRS in accordance with the prevailing regulations and for such mistake the BPRS has already been sanctioned, such BPRS shall no longer be subject to a sanction for the same type of mistake in its BPMD report.
- (4) A BPRS which is declared in delay in submitting a BMPD report and/or corrections to the BMPD report as referred to in Article 23 paragraph (1) and paragraph (2) and Article 25 paragraph (1) shall be subject to a sanction in the form

of obligation to pay an amount of Rp50,000.00 (fifty thousand rupiah) per day of delay.

- (5) A BPRS which is declared to have not submitted a BMPD report and/or corrections to the BMPD report as referred to in Article 23 paragraph (3) and Article 25 paragraph (2) shall be subject to a sanction in the form of obligation to pay an amount of Rp.1,000,000.00 (one million rupiah).
- (6) A BPRS which violates the provisions of Article 3 paragraph (1), Article 6, Article 12, Article 14 and Article 24 paragraph (2) shall be subject to administrative sanctions pursuant to Article 58 paragraph (1) of Law Number 21 of 2008 concerning Islamic Banking in the form of:
 - a. written reprimands; and
 - b. downgrade in the grade of management factor in its health level assessment.
- (7) A BPRS which violates the provisions of Article 3 paragraph (1), Article 6, Article 12, Article 14 and Article 24 paragraph (2) may, in addition to the sanctions as referred to in paragraph (6), be subject to administrative sanctions pursuant to Article 58 paragraph (1) of Law Number 21 of 3008 concerning Islamic Banking in the form of the mentioning of members of its Board of Directors, members of its Board of Commissioners and/or its shareholders in a list of party which have not met the requirements (have not passed) the BPRS fit and proper test as regulated under prevailing Bank Indonesia regulations.
- (8) A BPRS which has not yet settled its BMPD Violation and/or BMPD Overlimit in accordance with the action plan as referred to in Article 13 paragraph (2) and/or which has not implemented the completion steps in accordance with

the corrections set out by Bank Indonesia as referred to in Article 24 paragraph (2) shall, upon receiving 2 (two) reprimands from Bank Indonesia, be subject to administrative sanctions in accordance with Article 58 paragraph 1 of Law Number 21 of 2008 concerning Islamic Banking, in the form of:

- a. the mentioning of members of its Board of Directors, members of its Board of Commissioners and/or its shareholders in a list of party which do not pass the fit and proper test of BPRS as regulated under prevailing Bank Indonesia regulations; and/or
 - b. suspension of certain business activities, including being prohibited from carrying out any expansion in the Distribution of Funds.
- (9) A BPRS which has not settled a BMPD Violation may, in addition to the sanctions as referred to in article (8), have its members of the Board of Directors, Board of Commissioners, shareholders and other related party be subject to criminal sanctions as governed by Article 63 paragraph (2) letter b, Article 64 and Article 65 of Law Number 21 of 2008 on Islamic Banking.
- (10) A BPRS which violates the provisions of Article 26 paragraph (2) and (3) shall be the subject of administrative sanctions pursuant to Article 58 paragraph (1) of Law Number 21 of 2008 concerning Islamic Banking in the form of written reprimands and an obligation to pay an amount of Rp100.000,00 (one hundred thousand rupiah) per day of delay for each report with a maximum amount of Rp3.000.000,00 (three million rupiah).

Article 30

Provisions on the imposition of sanctions in the form of obligation to pay as referred to in Article 29 paragraph (2), paragraph (4) and paragraph (5) shall take effect on the BMPD report for May 2011 which is submitted in June 2011.

CHAPTER XI

FORCE MAJEURE

Article 31

- (1) A BPRS which experiences force majeure for one or more periods of submission of BMPD reports and/or corrections to such BMPD reports shall be exempted from the obligation to submit BMPD reports and/or corrections to such BMPD reports as referred to in Article 18 paragraph (1), Article 19 paragraph (2) and Article 24 paragraph (3).
- (2) A BPRS which experiences force majeure for less than one period of submission of BMPD reports and/or corrections to such BMPD reports shall be excluded from the obligation to submit BMPD reports and/or corrections to such BMPD reports within the deadlines as set out in Article 22 paragraph (1), paragraph (2), paragraph (4) and paragraph (5).
- (3) A BPRS which experiences force majeure shall deliver a written notice to Bank Indonesia specifying the force majeure it has experienced.
- (4) A BPRS shall submit BMPD reports and/or corrections to such BMPD reports upon resuming its normal operational activities as referred to in Article 22 and Article 24 paragraph (3).

CHAPTER XII

TRANSITIONAL PROVISIONS

Article 32

- (1) The reporting obligation as referred to in Decree of the Board of Directors of Bank Indonesia Number 31/61/KEP/DIR dated 9 July 1998 concerning The Legal Lending Limit shall remain applicable for a period of 3 (three) months as of this Regulation of Bank Indonesia coming into effect.
- (2) The sanctions as referred to in Decree of the Board of Directors of Bank Indonesia Number 31/61/KEP/DIR dated 9 July 1998 concerning The Legal Lending Limit for Rural Banks shall remain applicable to violations in the reporting obligation as referred to in paragraph (1) above.

CHAPTER XII

CLOSING

Article 33

The implementing regulations of this Regulation of Bank Indonesia shall be further regulated in a Bank Indonesia Circular Letter.

Article 34

By the operation of this Regulation of Bank Indonesia, Decree of the Board of Directors of Bank Indonesia Number 31/61/KEP/DIR dated 9 July 1998 on the Legal Lending Limit for Rural Banks is revoked and no longer effective.

Article 35

This Regulation of Bank Indonesia shall come into force on 1 February 2011.

In order that this Regulation is known to the general public, it is hereby ordered that this Regulation be promulgated in the State Gazette of the Republic of Indonesia.

Enacted in Jakarta

Dated 24 January 2011

GOVERNOR OF BANK INDONESIA

DARMIN NASUTION

Promulgated in Jakarta

Dated 24 January 2011

THE MINISTER OF LAW AND HUMAN RIGHTS

REPUBLIC OF INDONESIA,

PATRIALIS AKBAR

STATE GAZETTE OF THE REPUBLIC OF INDONESIA NUMBER 11 of 2011

DPbS

ELUCIDATION
TO
REGULATION OF BANK INDONESIA
NUMBER: 13/5/PBI/2011
CONCERNING
LEGAL LENDING LIMIT FOR
ISLAMIC RURAL BANKS

I. GENERAL

In order to minimize the potential business failure of BPRS which results from a concentrated distribution of funds, BPRS shall observe the prudence principles by, among others, spreading risks over their fund distribution portfolios to Affiliated Party and Non-Affiliated Party for a certain percentage of their capital or what is known as BMPD.

Operationally, considering the fact that BPRS is not influenced by external factors, the distribution of funds may be considered to have not violated but instead to have exceeded their maximum limits due to, among others, reduction in the capital of such BPRS and changes in regulations.

By taking into account their role in the national economy and particularly as an intermediary institution, despite some limitations set on their distribution of funds, it is still necessary to encourage BPRS to support economic growth through fund distributions to the micro, small and middle-sized businesses while remain observing the prudence principles. For such purpose, certain fund distributions

shall be given exception and exemption in their BMPD application, including in the distributions of funds to customers under the core plasma and PHBK partnership patterns, the distribution of funds which is guaranteed by the Central/Regional Government and made directly or through State-Owned Enterprises (BUMN)/Region-Owned Enterprises (BUMD) and an increase in the BMPD of Non-Related Party groups from 20% (twenty percent) to 30% (thirty percent).

For the purpose of monitoring the distribution of funds, a BPRS shall submit periodical BMPD reports, and Bank Indonesia shall be authorized to make corrections to such reports and request the BPRS to take any required corrective steps and effectively impose sanctions on any BPRS which has violated the provisions contained in this Bank Indonesia Regulation.

II. ARTICLE BY ARTICLE

Article 1

Self-explanatory.

Article 2

Self-explanatory.

Article 3

Paragraph (1)

Self-explanatory.

Paragraph (2)

The prohibition contained in this paragraph shall apply for each granting/realization of Fund Distribution.

Article 4

Self-explanatory.

Article 5

Self-explanatory.

Article 6

The approval of members of the Board of Commissioners is intended to serve as an implementation of the supervisory duties of the Board of Commissioners over the acts of management of the Board of Directors and shall not relieve the duties of the Board of Directors as a decision maker.

Article 7

Letter a

Self-explanatory.

Letter b

Self-explanatory.

Letter c

Self-explanatory.

Letter d

Party shall mean those who have family relations up to the second level both horizontally and vertically are the following party:

1. biological/step/adoptive parents;
2. biological/step/adoptive siblings;

3. biological/step/adoptive children;
4. biological/step/adoptive grandfathers or grandmothers;
5. biological/step/adoptive grandchildren;
6. biological/step/adoptive siblings of parents;
7. husband or wife;
8. parents-in-laws;
9. in-laws;
10. husband or wife of the biological/step/adoptive children;
11. grandfathers or grandmothers of the husband or wife;
12. the husband or the wife of biological/step/adoptive grandchildren;
13. biological/step/adoptive siblings of the husband or the wife along with their respective spouses;

Letter e

Executive Officer means Executive Officer that is as set out in the regulation of Bank Indonesia on BPRS.

Letter f

Self-explanatory.

Letter g

Self-explanatory.

Letter h

The provisions in letter h observe the provisions on dual positions as set out in the regulation of Bank Indonesia on BPRS.

For example:

BPRS A provides funds to BPRS B.

BPRS A has 2 (two) directors and 2 (two) Commissioners. The two commissioners of BPRS A hold positions as Commissioners in BPRS B which has 2 (two) Directors and 2 (two) Commissioners. Bearing in mind that since the 2 (two) Commissioners in BPRS B meet the majority principle of 50% (fifty percent) of the total number of members of the Board of Commissioners and the Board of Directors of BPRS B, then such BPRS B constitutes an Related Party of BPRS A so that the provision of funds from BPRS A to BPRS B shall be a maximum 10% (ten percent).

Letter i

The provisions of letter i observe the provisions on dual positions as set out in the regulation of Bank Indonesia on BPRS.

For Example:

BPRS C provides funds to PT D.

BPRS C has 2 (two) Directors and 2 (two) Commissioners. One of the Commissioners of BPRS C holds a position as Commissioner in PT D which has 1 (one) Director and 1 (one) Commissioner. Considering that since the 1 (one) Commissioner in PT D meets the majority principle of 50% (fifty percent) of the total number of members of the Board of Commissioners and the Board of Directors of PT D, such PT D constitutes an Related Party of BPRS A so

that the provision of funds from BPRS C to PT D shall be a maximum 10% (ten percent).

Letter j

Written guarantee is an undertaking which is made in writing by a party who undertakes to take over and/or settle part or all of the obligations of an indebted party in the event such indebted party fails to meet its obligations (defaults).

Article 8

Self-explanatory.

Article 9

Paragraph (1)

What is referred to as “Interbank Placement of Funds with another BPRS” is the placement of funds in the form of Savings, Deposits and granted Financing.

Paragraph (2)

Self-explanatory.

Paragraph (3)

Self-explanatory.

Article 10

Letter a

A family means a core family which consists of a husband, a wife and biological/step/adoptive child(ren); husband and wife; husband and biological/step/adoptive child(ren); or wife and biological/step/adoptive child(ren).

For example:

1. 25% (twenty five percent) or more of the shares owned by each of company A, company B and company C is owned by 1 (one) person/company.

If company A, company B and company C constitute the same Customer Recipient of BPRS Facilities, such companies shall be classified as 1 (one) group of Customer Recipients of Facilities.

2. 25% (twenty five percent) or more of the shares owned by each of company A, company B and company C is jointly owned by X, Y and Z which are a husband, wife and their biological/step/adoptive child.

If company A, company B and company C constitute the same Customer Recipient of BPRS Facilities, then such companies shall be classified as 1 (one) group of Customer Recipients of Facilities.

3. 25% (twenty five percent) or more of the shares owned by company A is owned by the husband and the first child, 25% (twenty five percent) or more of the shares owned by company B is owned by the wife and the second child.

If company A and company B constitute the same Customer Recipient of BPRS Facilities, then such companies shall be classified as 1 (one) group of Customer Recipients of Facilities.

Letter b

For example:

Company A owns 25% (twenty five percent) shares in company B.

Company B owns 25% (twenty five percent) shares in company C.

If company A, company B and company C become Customer Recipients of BPRS Facilities, then company A and company B shall be classified as 1 (one) group of Customer Recipients of Facilities. Company B and company C, on the other hand, shall be classified as another 1 (one) group of Customer Recipients of Facilities.

Letter c

The consideration behind the majority principle of 50% (fifty percent) or more shall be calculated from the cumulative total members of the Board of Commissioners and/or members of the Board of Directors.

Letter d

“Financial aid” means a financial aid accompanied by certain requirements which results in the party so granting such aid to have the authority to determine the strategic policies of the company/entity so receiving the aid, among others but not limited to decisions to carry out dividend distributions and changes in management.

Letter e

The term “guarantor” means a party that gives a guarantee in the form of an undertaking which is made in

writing and states that the guarantor will take over and/or settle parts or all of the obligations of an indebted party in the event such party fails to meet its obligations (defaults).

Included in this understanding is indebted party that are secured under the same collateral.

Article 11

Letter a

Self-explanatory.

Letter b

The term “business integration or merger” means the integration of business of 2 (two) or more companies of Customer Recipients of Facilities with other companies and/or of a BPRS with other BPRS while still maintaining the existence of one of such Customer Recipients of Facilities and/or BPRS and dissolving the other Customer Recipients of Facilities and/or BPRS without first having to liquidate them.

The term “business amalgamation or consolidation” means the amalgamation of business of 2 (two) or more companies of Customer Recipients of Facilities with other companies and/or of a BPRS with other BPRS by way of establishing a new Customer Recipient of Facilities and dissolving the other Customer Recipients of Facilities and/or BPRS without first having to liquidate them.

The term “business takeover or acquisition” means the takeover of ownership over a company of a Customer

Recipient of Facilities and/or a BPRS which results in the transfer of control over such company of a Customer Recipient of Facilities and/or a BPRS.

The term “changes in the ownership structure” means a change in the ownership structure at a company of a Customer Recipient of Facilities and/or at a BPRS.

The phrase “Changes in the management” means changes in the management of the company of a Customer Recipient of Facilities and/or at a BPRS.

The phrase “Changes in the Related Party and/or a group of Customer Recipients of Facilities” means :

- 1) A Non-Related Customer Recipient of Facilities becomes an Related Customer Recipient of Facilities; and/or
- 2) An individual Customer Recipient of Facilities becomes a group of Customer Recipients of Facilities.

Letter c

The phrase “changes in provisions” means changes in provisions which results in a change of criteria of an Affiliate Party and/or a group of Customer Recipients of BPRS Facilities and/or other changes in provisions which result in the overlimit of the BMPD.

Article 12

Paragraph (1)

Self-explanatory.

Paragraph (2)

“Exit meeting” is the final meeting between the management of a BPRS and Bank Indonesia to discuss the results of an inspection.

Paragraph (3)

For Overlimit of BMPD which results from the merger, amalgamation or acquisition, the period of time as referred to in this paragraph shall be 1 (one) month after the end of the reporting month since the approval for the merger, amalgamation or acquisition is granted by the competent authorities.

Paragraph (4)

Self-explanatory.

Paragraph (5)

Self-explanatory.

Article 13

Paragraph (1)

The measures to settle BMPD Violation and/or Overlimit of BPMD include:

- a. Full/partial repayment of Financing which violates and/or exceeds BMPD;
- b. Addition of the paid-up capital.

Paragraph (2)

Self-explanatory.

Paragraph (3)

For example:

1. On 3 January 2011, BPRS B granted Financing to debtor X (a Non-Related Party) in the amount of Rp200,000,000.00 (two hundred million rupiah) which constituted 20% (twenty percent) of the capital of BPRS B for a period of 12 (twelve) months. On 28 February 2011, the capital of BPRS B declined because it suffered losses which made the percentage of Financing to debtor X 25% (twenty five percent) of the capital of BPRS B or exceeded BMPD which is set at 5% (five percent).

Therefore, the BPRS shall prepare an action plan to overcome such overlimit with a targeted time for settlement for no more than 6 (six) months as of the submission of such action plan to Bank Indonesia.

2. On 3 January 2011, BPRS A placed a 3 months' Deposit (maturing on 3 April 2011) at a BPRS (a Non-Related Party) in the amount of Rp500,000,000.00 (five hundred million rupiah) which constituted 30% (thirty percent) of the capital of BPRS A.

On 7 February 2011, a regulation on the BMPD of BPRS was issued which set out that the placement of funds of a BPRS with another BPRS shall be a maximum of 20% (twenty percent) of its capital. With the assumption that the capital of BPRS A remained the same then, with the issuance of such BMPD regulation, the placement of a BPRS A Deposit with BPMD B has exceeded BMPD which is set at 10% (ten percent).

Therefore, BPRS A shall prepare an action plan to settle such overlimit with a targeted time for settlement of no later than the maturity of the Deposit, which is 3 April 2011.

Paragraph (4)

For example:

On 3 January 2011, BPRS A placed Savings with BPRS B (a Non-Related Party) in the amount of Rp500,000,000.00 (five hundred million rupiah) which constituted 30% (thirty percent) of the capital of BPRS A.

On 7 February 2011, a regulation on the BMPD of BPRS was issued which set out that the placement of funds of a BPRS with another BPRS shall be a maximum of 20% (twenty percent) of its capital. With the assumption that the capital of BPRS A remained the same then, with the issuance of such BMPD regulation, the placement of a BPRS A Savings with BPMD B exceeded BMPD which is set at 10% (ten percent).

As such, BPRS A shall prepare an action plan to settle such overlimit with a targeted time for settlement of no longer than 1 (one) month as of the submission of such action plan to Bank Indonesia.

Paragraph (5)

Self-explanatory.

Article 14

Paragraph (1)

The term “supporting evidence” shall be, among other things, evidence of capital injection and evidence of the payment or settlement of Financing.

Paragraph (2)

The realization of the action plan is the implementation of stages for the settlement of a BMPD Violation and/or Overlimit.

Paragraph (3)

Self-explanatory.

Article 15

Letter a

Interbank Placements with Conventional Commercial Banks shall be in the form of demand deposits and/or savings.

The terms Conventional Commercial Bank, Islamic Commercial Bank and/or Islamic Business Unit shall be the Conventional Commercial Banks, Syariah Commercial Banks and/or Syariah Business Units as referred to in Law Number 21 concerning Islamic Banking.

Letter b

Number 1)

The Time Deposits and Savings which may be used as collateral shall be those Deposits and Savings as placed with the same BPRS.

Number 2)

The value of collateral in the form of gold and/or precious metals shall be determined based on their market values.

Number 3)

Self-explanatory.

Letter c

The “Government of Indonesia” is the Central Government and the Regional Government.

Letter d

The portion of Placements of Funds as referred to in this paragraph shall be such portions of funds placement to meet the savings/contributions/portions of funds or the placement of funds for the purpose of overcoming liquidity as determined based on the agreement of both party.

For example:

A total of 28 BPRS have entered into an agreement for the placement of funds in the form of savings/contributions /portions of funds with one of the BPRS so assigned to coordinate the management of collected funds.

The agreement has set out, among others:

- The amount of savings/contributions /portions of funds that shall be placed by a BPRS at another assigned BPRS, for example Rp25,000,000.00 (twenty five million rupiah) per BPRS.
- The maximum amount of liquidity funds/loans which may be placed by the assigned BPRS with one of the 28 BPRS, for example, is 10 (ten) times the amount of

the placed savings/dues/portions of funds or Rp250.000.000,00 (two hundred and fifty million rupiah).

Exemptions to the BMPD calculations in the above examples are:

- each placement of funds made by those 28 BPRS with the assigned BPRS is in the amount of Rp25,000,000.00 (twenty five million rupiah).
- the placement of funds made by the assigned BPRS with one of the 28 BPRS which suffers liquidity difficulties is in the amount of Rp250.000.000,00 (two hundred and fifty million rupiah).

Article 16

Paragraph (1)

The term “partnership partner” means a development pattern which uses a core company to assist in guiding surrounding community companies as plasmas in a cooperation system which is mutually beneficial, complete and sustainable.

The term “PHBK pattern” means a financing pattern to develop financial service infrastructure for micro entrepreneurs which is mutually beneficial for the three different elements, namely BPRS, *Lembaga Pengembangan Swadaya Masyarakat* (LPSM) or Agency for Development of Self Help Community and *Kelompok Swadaya Masyarakat* (KSM) or Self Help Community Group.

Paragraph (2)

Self-explanatory.

Paragraph (3)

Letter a

The group in this context is KSM.

Letter b

PHBK participant is any individuals and/or institutions involved such as LPSM and KSM.

Letter c

Self-explanatory.

Letter d

Self-explanatory.

Letter e

Self-explanatory.

Letter f

Alternative collateral includes joint and several guarantees between group members.

Letter g

Self-explanatory.

Article 17

The phrase “Financing to improve welfare” means the financing by a BPRS to members of its Board of Directors, members of its Board of Commissioners and/or its employees which meet the

criteria of an Related Party and which are among others intended for school fees, medicinal/illness costs, housing contract fees, home instalments, downpayment for purchase of homes, wedding costs and purchases of motor vehicles.

The granting of Financing to the above party shall be categorized as the Distribution of funds to Non-Related Party and refer to provisions on the BMPD to Non-Related Party.

Article 18

Paragraph (1)

The term “on-line submission” means the submission of reports by way of the direct sending or transferring of copies of data to the Central Offices of Bank Indonesia through the intranet facilities of Bank Indonesia or other technological means.

Paragraph (2)

Self-explanatory.

Paragraph (3)

Self-explanatory.

Article 19

Self-explanatory.

Article 20

Paragraph (1)

Letter a

Self-explanatory.

Letter b

Self-explanatory.

Letter c

The term “technical disturbance” is difficulties which result in a BPRS unable to submit online BMPD reports and/or corrections to such BMPD reports due to, among others, disturbances in telecommunication networks or electricity outages.

Letter d

Self-explanatory.

Paragraph (2)

Self-explanatory.

Paragraph (3)

Self-explanatory.

Article 21

Paragraph (1)

The term “offline submission” means the submission of reports by way of delivery of copies of data in the form of an electronics data copying media, along with the validation thereof, to the local Offices of Bank Indonesia.

Paragraph (2)

Self-explanatory.

Article 22

Paragraph (1)

A BMPD report may be submitted online on a holiday or a Saturday.

Paragraph (2)

Self-explanatory.

Paragraph (3)

The evidence of receipt of a BMPD report which is submitted online is a soft copy file which may be downloaded. The evidence of receipt of a BMPD report which is submitted offline, on the other hand, is an acknowledgment of receipt if it is directly submitted to Bank Indonesia or the date of the postage stamp if it is sent by post.

Paragraph (4)

Corrections to a BMPD report may be submitted online on a holiday or a Saturday.

Paragraph (5)

For example:

Corrections to the BMPD report for February 2001 were submitted offline no later than on 18 March 2011 (Friday) for both the direct submission to Bank Indonesia or the submission through post, since 20 March 2011 falls on Sunday.

Paragraph (6)

The evidence of receipt of corrections to a BMPD report which have been submitted online is in the form of a softcopy file which may be downloaded. The evidence of receipt of corrections to a BMPD report which has been submitted offline, on the other hand, is in the form of a receipt if directly submitted to Bank Indonesia or the date of the postage stamp if it is sent by post.

Article 23

Paragraph (1)

Self-explanatory.

Paragraph (2)

Self-explanatory.

Paragraph (3)

For example:

A BPRS is declared to fail to submit its BMPD report and/or corrections to its BMPD report for data for the month of March 2011 if such reports are not received by Bank Indonesia by 30 April 2011.

Paragraph (4)

Self-explanatory.

Article 24

Paragraph (1)

“The performance of the BMPD provisions” includes the calculation of the Distribution of Funds, the calculation of Capital, the determination of groups of Customer Recipients of Facilities and/or determination of Related Party.

Paragraph (2)

Corrections to BMPD reports to Bank Indonesia shall be made to the positions obtained from research and/or inspection conducted by Bank Indonesia on the BMPD Reports submitted by the reporting BPRS.

Paragraph (3)

Self-explanatory.

Paragraph (4)

Self-explanatory.

Article 25

Self-explanatory.

Article 26

Paragraph (1)

Reports on business group structures in this paragraph shall contain all individuals or legal entities which own 10% (ten percent) or more shares of a BPRS and party that retain the Control and/or own 10% (ten percent) or more shares of such legal entity, and specify party which have become ultimate shareholders.

Paragraph (2)

Self-explanatory.

Paragraph (3)

Self-explanatory.

Paragraph (4)

Self-explanatory.

Article 27

Obstructing the implementation of BPRS supervision shall refer to, among others, if Bank Indonesia experiences or envisages potential difficulties in accessing data and information, including information about the financial sources of BPRS controllers.

Article 28

Paragraph (1)

Self-explanatory.

Paragraph (2)

Examples of disclosure of information of ultimate shareholders:

1. Mr. X through PT ABC ...% shares of BPRS.
2. Mr. Z through:
 - PT A ...% shares of BPRS,
 - PT B ...% shares of BPRS, and
 - PT C ...% shares of BPRS.

Article 29

Paragraph (1)

Self-explanatory.

Paragraph (2)

The phrase “type of mistakes” is the amount reported which includes the total Financing granted and the value of the collateral.

The type of mistakes shall be calculated on an account basis (per line).

The name of a debtor shall not be considered as a type of mistake.

A type of mistake includes unreported violations/overlimits.

Paragraph (3)

Self-explanatory.

Paragraph (4)

Self-explanatory.

Paragraph (5)

Self-explanatory.

Paragraph (6)

Self-explanatory.

Paragraph (7)

Self-explanatory.

Paragraph (8)

Self-explanatory.

Paragraph (9)

Self-explanatory.

Paragraph (10)

Self-explanatory.

Article 30

Self-explanatory.

Article 31

Paragraph (1)

The term “force majeure” refers to conditions which clearly prevent a BPRS to prepare and/or submit BMPD reports and/or corrections to BMPD reports both online and offline, and such conditions include fires, mass riots, wars, sabotages and natural disasters such as earthquakes and floods, and which are justified by officials of competent authorities from the relevant region.

Paragraph (2)

Self-explanatory.

Paragraph (3)

Self-explanatory.

Paragraph (4)

Self-explanatory.

Article 32

Paragraph (1)

The objective behind the obligation to continue to make reports as referred to in Circular of Bank Indonesia Number 31/61/KEP/DIR concerning the Legal Lending Limit of Rural Banks remain applicable for a period of 3 (three) months as of coming into effect of this PBI is to provide a transition period for BMPD reporting which was initially done through the copying of data in the electronic data copying media and the printed results signed by the competent authorities to online reporting.

The obligation of BMPD to do online reporting shall commence on BMPD reporting for the month of May 2011 which is to be submitted on June 2011.

Paragraph (2)

Self-explanatory.

Article 33

Self-explanatory.

Article 34

Self-explanatory.

Article 35

Self-explanatory.

SUPPLEMENT TO THE STATE GAZETTE OF THE REPUBLIC OF
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DPbS