

ABSTRAK

Penulisan skripsi ini membahas mengenai perbuatan hukum yang dilakukan *Beneficial Owner* sebelum dan setelah Perseroan memperoleh status badan hukum. Indonesia sebagai observer *Financial Action Task Force on Money Laundering* (FATF) menunjukkan komitmennya dengan meratifikasi Rekomendasi FATF Nomor 24, yaitu transparansi *Beneficial Owner*. Sebelum memperoleh status badan hukum, *Beneficial Owner* dapat mengendalikan Perseroan dengan beberapa perbuatan hukum, seperti membuat Perjanjian *Nominee* dan mendirikan Perusahaan *Special Purpose Vehicle*. Karena Perjanjian *Nominee* dilarang di Indonesia, maka Perjanjian *Nominee* biasanya dituangkan dalam bentuk perjanjian lain, seperti Perjanjian Hutang Piutang, Perjanjian Investasi, Perjanjian *Joint Venture* dan sebagainya. Perusahaan SPV didirikan sebagai perusahaan anak untuk menopang kepentingan perusahaan induknya dengan satu *Beneficial Owner* yang memegang kendali penuh (*ultimate Beneficial Owner*). Setelah memperoleh status badan hukum, dapat melalui Surat Kuasa yang diperintah oleh *Beneficial Owner*. Surat Kuasa yang dibuat dapat berupa Surat Kuasa menghadiri Rapat Umum Pemegang Saham dan Surat Kuasa Penjualan Saham. Dalam penulisan yang menggunakan metode yuridis normatif ini, juga akan dibahas pertanggungjawaban dan akibat hukum bagi pihak yang melakukan perbuatan hukum tersebut sesuai ketentuan Undang-Undang Nomor 40 Tahun 2007 tentang Perseroan Terbatas dan Peraturan Presiden Nomor 13 Tahun 2018.

Kata kunci: *Beneficial Owner*, Perjanjian *Nominee*, Surat Kuasa.

ABSTRACT

This thesis discusses legal actions done by Beneficial Owner before and after the Limited Liability Company got its legal entity status. Indonesia, as an observer of Financial Action Task Force on Money Laundering, proved its commitment by ratified Recommendations FATF Number 24, i.e. Beneficial Owner transparency. Before the Limited Liability Company got its legal entity status, Beneficial Owner can control it with some legal actions, such as makes a Nominee Agreement and establishes Special Purpose Vehicle Company. Because Nominee Agreements are prohibited in Indonesia, Nominee Agreements are usually set forth in the form of other agreements, such as an Accounts Payable Agreement, Investment Agreement, Joint Venture Agreement and so on. Special Purpose Vehicle Company as a Subsidiary is established by Beneficial Owner who took an ultimate control (Ultimate Beneficial Owner). After the Limited Liability Company got its legal entity status, Beneficial Owner can also control the Limited Liability Company's Shareholders to make a Power of Attorney by his own command. That Power of Attorney contains Beneficial Owner's rights to attend General Meeting of Shareholders and make Sale of Shares Agreement. This normative juridical thesis will also discusses the liability and the consequences for doing those legal actions based on Laws of the Republic of Indonesia Number 40 of 2007 concerning Limited Liability Company and Presidential Regulation Number 13 of 2018.

Keywords: *Beneficial Owner, Nominee Agreement, Power of Attorney.*