



Transfer of Property Rights Over KPR House by Debtor to a Third Party Before the Installment is Paid Off

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Article	Abstract
Keywords: Transfer of rights; Home Ownership Credit; Mortgage Rights	<i>One of the government programs to meet the housing needs of Low-Income Communities (MBR) is through the Home Ownership Credit (KPR) program. This KPR program is carried out by making a credit agreement between PT Bank Tabungan Negara (Persero) Tbk. and the customer. Problems occur when the debtor transfers the KPR house to a third party as a buyer without prior written approval from the creditor, where the credit period is still in the installment period. For this reason, this research focuses on discussing whether the transfer of ownership rights to KPR houses by debtors to third parties is allowed if it is still in the installment period and what are the legal consequences of the transfer of ownership rights to KPR houses by debtors to third parties before the installments are paid off without the consent of the creditor. The purpose of this research is to analyze the transfer of property rights to KPR houses by debtors to third parties who are still in the installment period and to analyze the legal consequences of the transfer of property rights to KPR houses by debtors to third parties before the installment is paid off without the consent of the creditor. This research uses normative legal research. The research approach is a statute approach, conceptual approach, and case approach. This research analysis technique uses prescriptive techniques. The results show that the transfer of property rights over the mortgage house by the debtor to a third party is contrary to the provisions of the credit agreement as well as the Mortgage Law. The legal consequences of the transfer of property rights on KPR houses by debtors to third parties are the absence of legal certainty because the transfer of land rights cannot be registered directly at the Land Office.</i>

INTRODUCTION

One of the basic needs in human life is a place to live or a house (Febriantisa 2020). Based on Article 1 Point 7 of Law Number 1 of 2011 concerning Housing and Settlement Areas states that, "A house is a building that functions as a habitable place to live, a means of family development, a reflection of the dignity of its occupants, and an asset for its owner". The Decree of the Minister of State for Housing and Settlements on the National Policy and Strategy for Housing and Settlements (KSNPP)

also states that housing is one of the basic human needs in addition to clothing, food, education, health and employment. This is because the house serves as a protector and human safety from the influence and disturbance of nature or weather and other living things. The house and its environment are the center of family activities, education, the formation of the nation's personality and cultural values and as a nursery for future generations. In this case, the house becomes a fundamental need and has a very important function for human life (Tambuno 2009).

Seeing the importance of the function of the house for human life, the government is expected to meet the needs of the community for the house (Tambuno 2009). This is in line with Article 28H paragraph (1) of the 1945 Constitution of the Republic of Indonesia which states "Every person has the right to live in physical and spiritual prosperity, to have a place to live, and to have a good and healthy environment and to receive health services". Then it is also in line with Article 19 paragraph (2) of Law Number 1 of 2011 concerning Housing and Settlement Areas which states that,

"The implementation of housing and housing as referred to in paragraph (1) shall be carried out by the Government, local government and/or every person to guarantee the right of every citizen to occupy, enjoy, and/or own a decent house in a healthy, safe, harmonious, and orderly environment".

Based on these two provisions, it is undeniable that housing needs are currently a basic need for humans (Zales 2019). However, not all community members can have or enjoy a decent, healthy, safe and harmonious home (Agung 2008). This is because the population will be housing needs continue to increase, while housing prices are increasingly soaring so that it is difficult to reach by low-income people (Wahyuni 2022). Article 1 Point 24 of Law Number 1 of 2011 concerning Housing and Settlement Areas states that "Low-income people, hereinafter abbreviated as MBR, are people who have limited purchasing power so that they need government support to obtain a house".

With this, the Government and / or Regional Governments are obliged to meet the housing needs of Low-Income Communities (MBR) by providing land and providing convenience in the construction and acquisition of houses through a gradual and sustainable housing development planning program (Sulaiman 2017). Article 2 of the Regulation of the Minister of Public Works and Public Housing of the Republic of Indonesia Number 35 of 2021 concerning Ease and Assistance in Housing Financing for Low-Income Communities states "Ease and/ or assistance in housing finance is provided to MBR through: a. long-term low-cost funds, b. housing finance subsidies, and c. government assistance".

One of these programs is the Home Ownership Credit program, based on Article 1 point 2 of the Regulation of the Minister of Public Works and Public Housing of the Republic of Indonesia Number 35 of 2021 concerning Ease and Assistance of Housing Financing for Low- Income Communities states that "Prosperous Home Ownership

Credit, hereinafter referred to as KPR Sejahtera, is credit or financing for home ownership with FLPP support issued by the Implementing Bank". One of the banking institutions that provide Home Ownership Loan (KPR) program is PT Bank Tabungan Negara (Persero) Tbk. According to Bank BTN, the Home Ownership Credit (KPR) program is a program for home ownership from the Ministry of Public Works and Public Housing of the Republic of Indonesia (KPUPR) aimed at Low-Income Communities (MBR) with low interest rates and light installments for the purchase of tread prosperous houses and flats prosperous houses (Bank Tabungan Negara 2019).

This Home Ownership Credit (KPR) is carried out by making a credit agreement between PT Bank Tabungan Negara (Persero) Tbk. and customers (Febriantisa 2020). In this case, the bank is the lender or referred to as the Creditor, while the credit recipient is referred to as the Debtor. The parties are expected to fulfill the requirements as well as the rights and obligations stated in the agreement to sign a Home Ownership Credit (KPR) agreement from PT Bank Tabungan Negara (Persero) Tbk. After signing the agreement contract, the debtor as the owner of the house and land provides a material guarantee in the form of a mortgage right to the creditor (Tambuno 2009). In this case, the provisions regarding mortgage rights are regulated in Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land, hereinafter referred to as UUHT.

Based on the provisions of Article 10 paragraph (2) "The granting of this mortgage right is carried out by making a Deed of Granting Mortgage Rights (APHT) by a Land Deed Official (PPAT) in accordance with applicable laws and regulations." Article 11 paragraph (2) letters a and b states that

"In the Deed of Granting Mortgage, promises may be included, among others:

- a. promises that limit the authority of the grantor of the Mortgage Rights to lease the object of the Mortgage Rights and/or determine or change the lease period and/or receive rent in advance, except with the prior written consent of the holder of the Mortgage Rights.
- b. a promise that limits the authority of the grantor of the Mortgage Rights to change the form or layout of the object of the Mortgage Rights, except with the prior written consent of the holder of the Mortgage Rights".

Then, Article 16 paragraph (1) states that

"If the receivables secured by the Mortgage Rights are transferred due to cessie, subrogation, inheritance, or other causes, the Mortgage Rights also transfer by law to the new creditor."

The above provision states that the object of mortgage rights cannot be transferred by the debtor to a new debtor except with the prior written consent of the creditor. However, the object of mortgage rights can be transferred by the creditor to the new creditor by way of cessie, subrogation, and others without prior written

consent from the debtor. This is also regulated in the Credit Agreement Article 14 paragraph 5 letters c and d concerning Occupancy and Maintenance of the House which states

"Debtors without prior written approval from the bank are prohibited to: c. rent, sell or allow the placement or use or authorize the property to other parties, d. transfer the house to other parties."

However, there are often problems related to the transfer of the object of mortgage rights, namely the transfer of ownership rights to the Home Ownership Credit (KPR) house carried out by the debtor to a third party or buyer without the creditor's prior approval, where the credit period is still in the installment period. The transfer of this KPR house usually occurs because the debtor has difficulty continuing to pay installments, or for other reasons the debtor is transferred so that he lives in another city, or another possibility because it is solely for profit. This often happens because the implementation is only by entering into an agreement under the hand without submitting a written request to the creditor, and it is easier, faster and less time consuming (Tambuno 2009). This is what creates new problems for third parties as recipients of the transfer of previous credit rights, both in terms of legal certainty and ownership authority. The third party here does not have any authority and legal relationship with the creditor as the credit provider because the credit period is running and has not been repaid by the debtor (Kaffa 2020).

Reviewing the reality that occurs regarding the transfer of ownership rights to KPR houses by debtors to third parties without written or unwritten requests to the bank before paying off the installments, the author finds that there is a blurring of norms in the application of Article 14 paragraph 5 letters c and d regarding Occupancy and Maintenance of Home Ownership Credit Agreements (KPR), where there are differences in interpretation between the parties to the KPR house agreement, namely the creditor and the debtor. The creditor considers that the debtor has breached his promise because he has transferred the object of mortgage rights, namely the mortgage house that has not paid off the installments without the consent of the creditor to a third party as a buyer, while the debtor considers himself not a breach of promise because the debtor has tried to continue paying the mortgage house installments but through a third party as a buyer.

Thus, the author is interested in examining the problems regarding the transfer of property rights to KPR houses by debtors to third parties who are still in the installment period and the legal consequences of the transfer of property rights to KPR houses by debtors before the installments are paid off without the consent of the creditor.

METHOD

In this study the authors used a type of normative legal research (legal search), namely legal research conducted by examining library materials or secondary data as a basis for research by conducting a search for regulations and literature related to the problem under study (Soekanto and Mamudji 1995). The author raises issues related to the transfer of property rights to KPR houses by debtors to third parties who have not paid off installments without the consent of creditors. The author finds a blurring of norms in the application of Article 14 paragraph 5 letters c and d concerning Occupancy and Maintenance of Home Ownership Credit Agreements (KPR), where there are differences in interpretation between the parties to the home ownership credit agreement, namely the creditor and the debtor.

The research approaches used are statute approach, conceptual approach, and case approach, all of which are related to credit agreements, transfer of land rights, and mortgage rights. Legal materials in this research are primary legal materials and secondary legal materials. The technique of collecting legal materials is done through literature study (library research) and technical analysis is done in a prescriptive way

RESULTS AND DISCUSSION

A. Research Result

PT Bank Tabungan Negara (Persero) Tbk or hereinafter referred to as Bank BTN is a State-Owned Enterprise (BUMN) engaged in Banking. Bank BTN was inaugurated on February 9, 1950 based on Government Regulation in Lieu of Law Number 4 of 1963 State Gazette of the Republic of Indonesia Number 62 of 1963 dated June 22, 1963. During this period, Bank BTN's position has evolved from a unit to an independent parent (Bank Tabungan Negara 2019).

Based on the Decree of the Minister of Finance of the Republic of Indonesia No. B-49/MK/I/1974 dated January 29, 1974, Bank BTN provides facilities as a financing platform for housing projects for the people. In line with this task, in 1976 the realization of the first KPR (Home Ownership Credit) program by Bank BTN in Indonesia began. Then, in 1992 Bank BTN became PT Bank Tabungan Negara (Persero) due to its success in the housing business through the KPR facility.

Bank BTN provides KPR facilities aimed at the lower middle class or Low-Income Communities (MBR) with low interest rates and light installments for the purchase of landed prosperous houses and flats. Article 2 paragraph 1 of the Credit Agreement also explains the definition of KPR which reads,

"Bank Tabungan Negara Housing Credit, hereinafter referred to as KP BTN, is a credit provided by PT Bank Tabungan Negara (Persero) to assist members of the public, to purchase a house / building along with the land to be owned or occupied by themselves, build a house / building on their own land, repair / increase the added value of their own home and other credits with collateral in the form of a house / building or land owned by the applicant".

The implementation of this KPR program begins with making a credit agreement between PT Bank Tabungan Negara (Persero) Tbk. as a creditor and the customer as a debtor. In this case, if the debtor binds himself to the creditor, the relationship that arises between the two parties is contained in a credit agreement. Then, if the parties have agreed to enter into a credit agreement based on the terms and conditions contained in the agreement and have signed the agreement contract, the Home Ownership Credit (KPR) agreement comes into force.

In the Home Ownership Credit Agreement (KPR) there are clauses that regulate several things including the term and maturity of credit, credit repayment, credit collateral and its binding, and other provisions. There is also a home occupancy and maintenance clause located in Article 14 paragraph (4) of the Home Ownership Credit Agreement (KPR) which regulates the obligations of the debtor which reads,

"The debtor agrees and is obliged and binds himself to: a. Occupy the house b. Maintain it well at their own expense c. Repair at their own expense any damage that occurs to the house d. Pay various obligations for various facilities or services. Pay various obligations for various facilities or services provided by other parties such as, among others, electricity subscriptions, clean water subscriptions and so on in an orderly and regular manner e. Pay Land and Building Taxes as well as levies and other levies from authorized agencies that are commonly imposed on home owners/occupants in an appropriate and regular manner f. Extend the term of the land rights pledged to the bank starting 2 (two) years before the expiration of the term of the rights."

However, here there is a problem related to the object of the credit agreement, namely land and buildings covering an area of 105 M2 (one hundred and five square meters). The debtor (MY) transferred by selling the object of the credit agreement in the form of land and building to a third party as a buyer (BS) without prior approval from the creditor, where the credit period was still in the installment period.

In this case, the problem carried out by MY to BS is contrary to the occupancy and maintenance clause in Article 14 paragraph 5 letters c and d of the home ownership credit agreement between PT Bank Tabungan Negara (Persero) Tbk. and MY which reads, "Debtors without prior written approval from the bank are prohibited to: c. Rent, sell or allow the placement or use or authorize the property to other parties d. Transfer the house to other parties.

Transfer the house to another party."

In addition to contradicting Article 14 paragraph 5 letters c and d of the mortgage loan agreement between PT Bank Tabungan Negara (Persero) Tbk. and MY contained in the clause regarding occupancy and maintenance of the house, it also contradicts Article 11 paragraph (2) letters a and b of the UUHT which reads, "In the Deed of Granting Mortgage, promises may

be included, among others: a. Promises that limit the authority of the grantor of Mortgage Rights to lease the object of Mortgage Rights and / or determine or change the lease period and / or receive rent in advance, except with prior written approval from the holder of the Mortgage Rights b. Promises that limit the authority of the grantor of Mortgage Rights to change the form or layout of the object of Mortgage Rights, except with prior written approval from the holder of the Mortgage Rights."

These promises are contained in Article 2 of the Deed of Grant of Mortgage (APHT) and the Power of Attorney to Enforce Mortgage Rights (SKMHT).

B. Discussion

Transfer of Property Rights on KPR Houses by Debtors to Third Parties as Buyers When Still in the Installment Period. The concept of an agreement according to experts has a different language style but has the same meaning. According to Subekti, an agreement is defined as follows,

"An agreement or contract is an event in which someone promises to another person or two people promise each other to carry out something, from this event, a relationship arises between the two people called an obligation" (Subekti 2001) .

Based on Article 1313 of the Civil Code which reads "An agreement is an act by which one or more people bind themselves to one or more other people."

Meanwhile, the concept of credit agreement has not been formulated in either the Banking Law, the Draft Law, or the Civil Code. However, the definition of credit agreement can be found in the Credit Agreement between PT Bank Tabungan Negara (Persero) Tbk. and MY in Article 2 paragraph 2 which states that,

"Credit agreement is an agreement and/or agreement made jointly between the bank and the debtor for a number of credits with agreed conditions, in which the debtor is obliged to return the credit that has been received within a certain period of time accompanied by agreed interest and fees."

When referring to the above article, the legal action between the debtor (MY) in applying for credit at PT Bank Tabungan Negara (Persero) Tbk. has been contained in a credit agreement. When the debtor (MY) applies for credit and has agreed to all the terms and conditions contained therein, the credit agreement can be said to be valid and applies as a law to the parties. This is as stated in Article 1338 paragraph (1) of the Civil Code which reads "All agreements made legally shall apply as laws for those who make them."

Credit agreement is a real principal agreement. As a principal agreement, the security agreement is its accesoir agreement (additional). The point here is that the existence and expiration of the guaranteed agreement depend on the main agreement or in other words, the guaranteed agreement always accompanies the main agreement. Credit agreements have generally been made in advance in the form of a standard agreement (standard contract) by the bank as a creditor, while the debtor only studies and understands it. If the debtor accepts all the provisions and conditions contained

in the agreement made by the creditor, the debtor is obliged to sign the credit agreement in front of a Notary and fulfill the obligations stated in it. This is as stated in Article 4 paragraph 2 of the Credit Agreement between PT Bank Tabungan Negara (Persero) Tbk. and MY which reads,

"With the realization of credit, the debtor claims to have withdrawn and used the principal amount of credit for financing purposes as stated in Article 1 letter c. Thus, since the realization of credit, the debtor is obliged to fulfill the obligations on his credit in accordance with the signed Credit Agreement".

After the realization of the credit, a security agreement in the form of a mortgage arises due to the credit agreement. Based on Article 10 paragraph (1) of the UUHT which reads

"The granting of a Mortgage Right is preceded by a promise to grant a Mortgage Right as security for the repayment of a certain debt, which is stated in and is an inseparable part of the relevant debt agreement or other agreement that gives rise to the debt."

This provision explains that the granting of mortgage rights as a guarantee of debt repayment is an inseparable part of the main agreement, in this case the Home Ownership Credit (KPR) agreement.

In this case, the debtor (MY) buys a house through a developer, so the money loan given to MY to buy the house is not handed over to the debtor (MY) but is handed over to the developer. This has been agreed and determined in relation to the rules of the Home Ownership Credit (KPR) agreement. Conversely, the developer should not hand over the land and house certificates to the debtor but should hand them over to the BTN Bank, because the mortgage agreement stipulates that the certificates are to be used as collateral for the BTN Bank. The purpose of the certificate being handed over to the BTN Bank is that the certificate has been used as collateral for a debt so that the debtor does not transfer the title to the KPR house before the installment is paid off and if transferred must obtain prior written approval from the BTN Bank. This is as stated in Article 11 paragraphs

(1) and (2) of the Credit Agreement between PT Bank Tabungan Negara (Persero) Tbk. and MY which reads, "In order to guarantee the repayment of principal, interest, fines and other payments in the context of credit repayment. The Debtor agrees to submit collateral as stated in Article 1 letter n which is located as stated in Article 1 letter o and submit original and valid proof of ownership of the collateral as stated in Article 1 letter p of this Credit Agreement to be bound in accordance with the provisions of the applicable laws and regulations." "The debtor agrees and is obliged and bound to provide full assistance to enable the Bank to carry out the binding of credit collateral in the manner and at the time deemed good by the Bank and subsequently all letters / documents are controlled by the Bank until the entire credit amount is repaid."

Because the debtor (MY) bought a house through a developer, the encumbrance of mortgage rights was set out in the Deed of Power of Attorney to Enforce Mortgage Rights (SKMHT). This was because the land title certificate was still in the name of the developer. The deed explains that the debtor as the grantor hereby authorizes PT Bank Tabungan Negara (Persero) Tbk. as the special receiver to impose a mortgage to guarantee the repayment of the debtor's debt in the amount of Rp. 248,100,000 (two hundred forty-eight million one hundred thousand rupiah) on the pledged object, namely a plot of land and the house standing on it which was purchased through the KPR. This power of attorney is irrevocable and does not end for any reason except for the execution of the Deed of Granting Mortgage (APHT).

During the credit period, if the debtor wants to lease the pledged object to another party, as well as if the debtor wants to change the shape or layout of the house, he must obtain written approval from Bank BTN in accordance with the debtor's promises as stated in Article 11 paragraph (2) letters a and b of the UUHT which reads,

"In the Deed of Granting Mortgage, promises can be included, among others:

a. promises that limit the authority of the grantor of the Mortgage Rights to lease the object of the Mortgage Rights and/or determine or change the lease period and/or receive rent in advance, except with the prior written consent of the holder of the Mortgage Rights

b. a promise that limits the authority of the grantor of the Mortgage Rights to change the form or layout of the object of the Mortgage Rights, except with the prior written consent of the holder of the Mortgage Rights."

These provisions are contained in the Power of Attorney to Impose Mortgage Rights (SKMHT) as well as the Deed of Grant of Mortgage Rights (APHT). If this provision is not included in full, the relevant deed is considered null and void. This provision is intended to fulfill the principle of the specialty of mortgage rights, both regarding the subject, object and debt guaranteed.

Guarantee or collateral in relation to credit is one of the conditions for granting a credit application. The existence of this credit guarantee is because Bank BTN wants to be certain that the credit given to the debtor can be received back in accordance with the terms and conditions that have been agreed upon. With collateral, Bank BTN feels safer because if the debtor defaults or breaks the promise to pay the debt (return the credit) on time, Bank BTN can still claim the debt or the remaining bills by disbursing or selling the collateral that has been tied up. This is as regulated in Article 6 of the UUHT which reads,

"If the debtor is in default, the holder of the first Mortgage Right has the right to sell the object of the Mortgage Right under its own authority through a public auction and to collect its debts from the proceeds of the sale."

This explanation gives the impression that what takes precedence or priority is the authority of the creditor as the holder of the mortgage right. The meaning of

precedence here is precedence in taking repayment of the proceeds from the sale of the execution of the object of mortgage rights through a public auction.

The problem here is that the debtor (MY) transferred the object of mortgage rights in the form of land and buildings by way of sale and purchase, which is still bound by BTN Bank credit to another party (BS) without prior approval from the creditor. The sale and purchase were carried out by making a Sale and Purchase Agreement (PPJB) in front of a Notary. MY explained that he wanted to sell, transfer and hand over a piece of freehold land with an area of 105 M2 (one hundred and five square meters) whose location and boundaries were described in the measurement letter. Then, BS explained that he was willing to buy, accept the transfer and delivery of the house from MY on a piece of freehold land with a certificate written in MY's name. With this, MY and BS have agreed to make the agreement with the sale and purchase price of land rights set at Rp. 31,500,000 (thirty-one million five hundred thousand rupiah) which has been paid in full by BS to MY at the time of signing the PPJB deed and the deed is valid as a valid receipt.

This Sale and Purchase Agreement (PPJB) is made if in the following cases:

"a. The certificate has not been issued in the name of the seller and is still in process at the Land Office or Agency b. The certificate has not been issued in the name of the seller and is still in the process of changing the name to the name of the seller c. The certificate already exists and is in the name of the seller, but the agreed selling price has not been paid in full by the buyer to the seller d. The certificate already exists and is in the name of the seller. The certificate already exists, is in the name of the seller and the price has been paid in full by the buyer to the seller, but the requirements are not yet complete e. The certificate has been used as a bank loan and still has not done roya " (Prajitno 2010).

Considering the above description, it can be explained that the sale and purchase of land and buildings is due to the fact that the certificate or other proof of ownership is still used as bank collateral and the roya (elimination of mortgage rights) has not yet been carried out. The Sale and Purchase Binding Agreement (PPJB) is the initial binding between the seller and the buyer of certain objects owned by the seller because the certificate in the name of the seller is still bound by a mortgage which is fully controlled by the bank until the entire amount of credit has been paid off, which is a condition for the release and transfer of the object to the buyer. The sale and purchase of a piece of freehold land with an area of 105m2 in the name of MY was made between MY as seller and BS as buyer. According to Herlien Budiono, the Sale and Purchase Binding Agreement (PPJB) is an assistance agreement that functions as a free-form preliminary agreement. From the above understanding, it can be concluded that the understanding of the Sales and Purchase Agreement (PPJB) is a preliminary agreement made before the implementation of the main agreement or the main agreement (Budiono 2004). As an agreement that is born out of necessity and is not

expressly regulated in the form of laws and regulations, the Sale and Purchase Agreement (PPJB) does not have a certain (special) form. The form of the Sale and Purchase Agreement (PPJB) is free as stated by Herlien Budiono above, which means that the basis of the Sale and Purchase Agreement (PPJB) is the principle of freedom of contract.

The principle of freedom of contract is defined as the freedom of legal subjects to enter into or not enter into an agreement, freedom to determine with whom to enter into an agreement and freedom to determine the content and form of the agreement (Budhayati 2009). The freedom of the parties in making an agreement, there is a limitation that the freedom of contract is limited by three things including not prohibited by law, not contrary to decency, and not contrary to public order as stated in Article 133 of the Civil Code (Zamroni 2019). This principle provides an opportunity for legal subjects to enter and regulate their own agreement patterns that have not been regulated in the Civil Code. With this principle of freedom of contract, it is possible for legal subjects to make new agreements that are not yet recognized in the law (known as anonymous agreements, namely agreements whose types and arrangements have not been outlined in the Civil Code) (Budhayati 2009).

The legal act of sale and purchase carried out by the debtor (MY) with a third party (BS) as a buyer is an act prohibited by statutory provisions. The Credit Agreement confirms that the debtor is prohibited from selling or transferring the object of mortgage rights in the form of land and buildings to other parties. This is as stipulated in Article 14 paragraph (5) letters c and d of the Home Ownership Credit Agreement (KPR) between PT Bank Tabungan Negara (Persero) Tbk. and MY which reads,

"Debtors without prior written approval from the Bank are prohibited to: a. Hand over, sell or allow the placement or use or authorize the property to other parties; b. Hand over the house to other parties."

The above article explains that the debtor is prohibited from handing over or selling to other parties unless prior approval is obtained from the creditor. If the debtor wants to transfer the object of mortgage rights in the form of land and buildings, he must obtain prior written approval from the creditor. This is because the debtor's obligation to make credit repayments in installments has not been resolved (paid off) and the credit maturity has not ended as stipulated in Article 8 paragraph (1) of the Home Ownership Credit Agreement (KPR) between PT Bank Tabungan Negara (Persero) Tbk. and MY which reads,

"The Debtor is obliged to make credit repayments in installments as stated in Article 1 letter i of this credit agreement until the Debtor's entire debt is paid off."

Meanwhile, the creditor's obligation to provide credit loans to debtors to be used to buy houses and / or land to be owned and occupied or used by themselves has been resolved, it is only a matter of receiving their rights from the debtors concerned. Article

21 paragraph (3) of the Home Ownership Credit (KPR) Agreement between PT Bank Tabungan Negara (Persero) Tbk. and MY states that

"Furthermore, the bank is obliged to hand back to the debtor all letters and / or documents regarding collateral goods, as well as other evidence that is deviated or controlled by the bank."

In this case, MY and BS carried out the house by making a deed of Sale and Purchase Agreement (PPJB) before a Notary without the knowledge of the creditor, where the object being bought and sold was still bound by mortgage rights or was still in the installment period.

Article 14 paragraph (5) of the Home Ownership Credit Agreement (KPR) between PT Bank Tabungan Negara (Persero) Tbk. and MY explains that the debtor is prohibited from transferring the object of mortgage rights in the form of a house to another party without prior approval from the creditor. If the debtor has received approval from the creditor, then the transfer of ownership rights to the KPR house by way of sale and purchase can be carried out. This is as explained in the explanation of Article 11 paragraph (2) letters a and b of the UUHT which states that "The Mortgagee is still allowed to exercise the restricted authority as referred to in these letters as long as written approval has been obtained from the holder of the Mortgage Rights."

In this case, before the creditor gives approval to the debtor, the debtor is required to fulfill the requirements first. Creditors who have given approval to the debtor for the transfer of title to the mortgage house to a third party as a buyer provide conditions which lead to debt repayment or credit repayment by the debtor. The creditor here can give requirements to the third party as a buyer to make payments on the remaining credit or remaining debt that has been paid by the debtor. In a sense, the creditor can make a policy where the third party and the debtor have agreed that the proceeds from the sale and purchase of the KPR house carried out by the debtor with the third party are used to pay off the debtor's remaining credit first, which then the rest of the money becomes the debtor's profit as a seller.

In addition, the legal act of selling and buying a KPR house with the consent of the creditor can be done by way of over credit. Over credit is a house purchase transaction in which the third party as the buyer continues the remaining credit that is still in the name of the debtor. In this case, the first party or debtor is registered with the Bank and listed in the certificate. This over-credit practice can be carried out if it has obtained prior written approval from the creditor on the condition that the third party as the buyer here is committed to paying the remaining credit to the creditor to pay off the mortgage loan on behalf of the debtor.

After obtaining written approval from the creditor, the debtor and the third party can carry out a sale and purchase contract for the title of the KPR house in front of a Notary or PPAT. This is because the debtor's obligation to make credit repayments has been resolved. The PPAT can immediately make a Sale and Purchase Deed (AJB)

and the third party here can also immediately process the registration of the transfer of land rights at the local Land Office.

However, this sale and purchase legal action between the debtor (MY) and the third party (BS) was carried out without the consent of the creditor, which is also contrary to the UUHT which is stated in Article 11 paragraph (2) letters a and b which reads,

"In the Deed of Granting Mortgage, promises can be included, among others:

- a. promises that limit the authority of the grantor of the Mortgage Rights to lease the object of the Mortgage Rights and/or determine or change the lease period and/or receive rent in advance, except with the prior written consent of the holder of the Mortgage Rights
- b. a promise that limits the authority of the grantor to change the form or layout of the object of the Mortgage, except with the prior written consent of the holder of the Mortgage."

The above provisions regulate the promises that must be kept by the debtor not to lease the object of mortgage to other parties and limit the debtor from changing the form or layout of the object of mortgage except with prior approval from the creditor. Although the above provisions do not mention the word "transfer/sell", the context here still refers to the transfer of the object of mortgage rights.

Under these conditions, the third party (BS) cannot immediately process the registration of the transfer of ownership rights to the house at the Land Office, this is because there are conditions that have not been fulfilled even though a deed of Sale and Purchase Agreement (PPJB) has been made by a Notary. The main requirement here is that the debtor (MY) is required to repay the credit loan that has been given to the creditor in accordance with Article 8 paragraph (1) of the Home Ownership Credit Agreement (KPR) between PT Bank Tabungan Negara (Persero) Tbk. and MY which reads, "The Debtor is required to make credit repayments in installments as stated in Article 1 letter i of this credit agreement until the Debtor's entire debt is paid off."

Debtors are required to make credit repayments in installments that have been determined every month until the end of the credit period. Regarding the amount of installments, it has been determined in Article 8 paragraph (3) of the Home Ownership Credit Agreement (KPR) between PT Bank Tabungan Negara (Persero) Tbk. and MY, which states that

"Installments as referred to in paragraph (1) of this Article shall be paid as follows:

- a. The first installment must be paid at the same time as the signing of the Credit Agreement which will be recorded on the 1st (first) day of the following 2 (two) months into the Debtor's loan account
- b. The second installment and so on must be paid no later than as specified in Article 1 letter k of this Credit Agreement
- c. The parties agree, the Debtor deposits the first installment money into a Savings account

at the Bank to then be calculated as the First Installment on the due date of the First Installment as specified in paragraph (3) letter a of this article ".

This condition is a problem in land registration, because legally all juridical evidence and documents including the Sale and Purchase Deed (AJB) and proof of rights (sertipikat) are controlled by the creditor because in the Home Ownership Credit (KPR) used as debt collateral are all proof of ownership. However, physically in the sense that the object in the form of land and buildings standing on it is on the debtor's side. This is as stated in Article 11 paragraph (1) of the Credit Agreement which states that

"In order to guarantee the repayment of credit principal, interest, fines and other payments in the context of credit repayment, the debtor agrees to submit the collateral as stated in Article 1 letter n which is located as stated in Article 1 letter o and submit original and valid proof of ownership of the collateral as stated in Article 1 letter p of this Credit Agreement to be bound in accordance with the provisions of the applicable laws and regulations." The article explains that all original proofs of ownership, including land rights certificates and certificates of mortgage rights, are submitted to the creditor. In this case, the statement is considered contrary to Article 1265 and Article 1266 of the Civil Code. This is because the statement contained in Article 11 paragraph (1) of the Credit Agreement states that "This Credit Agreement is to be bound in accordance with the applicable laws and regulations". The article explains about a void condition which, if fulfilled, will stop the agreement and the conditions that can cancel the agreement, it is considered contrary to the statement that the creditor receives all proof of ownership, namely the certificate of mortgage rights as well as the certificate of land rights. The statement contained in Article 11 paragraph (1) of the Credit Agreement can be valid if completed with the sentence "That the parties to this credit agreement, especially the debtor, can ignore Article 1266 of the Civil Code and it does not apply to the agreement between them". With this, all documents and proof of ownership of rights (certificates) held by the creditor will only be handed over after the debtor has paid off the credit.

After the first requirement is fulfilled, the next requirement that must be carried out is that the debtor is required to abolish the mortgage rights first or what is called roya. With the debtor paying off the credit loan, the debt is erased and the removal of the mortgage right can be carried out. Article 18 paragraph (1) of the UUHT explains the things that can remove the mortgage rights including,

"Mortgage rights are erased due to the following matters: a. The extinguishment of the debt secured by the Mortgage Rights b. The release of the Mortgage Rights by the holder of the Mortgage Rights c. The clearance of the Mortgage Rights based on the ranking determination by the Chief of the District Court d. The extinguishment of the land rights encumbered by the Mortgage Rights. The extinguishment of land rights encumbered by the Mortgage Rights".

In this problem, the explanation of the above Article is that in accordance with the *accessoir* nature of the mortgage right, the existence of a mortgage right depends on the existence of receivables that are guaranteed in repayment. If the receivables are extinguished due to repayment or other causes, the relevant mortgage rights are automatically extinguished as well.

The repayment of the credit causes the mortgage right to be abolished by crossing out the record of the mortgage right in the land book of land rights and its certificate by the local Land Office, this is as stated in Article 22 paragraph (1) of the UUHT which reads "After the Mortgage Right is abolished as referred to in Article 18, the Land Office crosses out the record of the Mortgage Right in the land book of land rights and its certificate". The certificate of mortgage rights and the deeds of mortgage rights here become invalid since the crossing out of the mortgage rights by the Land Office as stated in Article 22 paragraph (2) of the UUHT which reads "With the abolition of the Mortgage Right, the relevant certificate of Mortgage Rights is withdrawn and together with the book-land of Mortgage Rights is declared invalid by the Land Office".

According to Article 37 paragraph (1) of Government Regulation Number 24 of 1997 states that "The transfer of land rights and ownership rights over apartment units through sale and purchase, exchange, grants, inclusion in companies and other legal acts of transfer of rights, except for transfer of rights through auctions, can only be registered if proven by a deed made by an authorized PPAT according to the provisions of the applicable laws and regulations."

In this case, PPAT has the authority to process and make the deed of transfer of land rights. The deed of transfer of land rights made by the PPAT will later be used as evidence that certain legal actions have been carried out regarding land rights which will then be used as the basis for registration of changes in land registration data at the local Land Office. Based on Article 1 point (4) of Government Regulation Number 24 of 2016 concerning Amendments to Government Regulation Number 37 of 1998 concerning Regulations on the Position of Land Deed Officials, it is explained that "A PPAT Deed is a deed made by a PPAT as evidence that certain legal actions have been carried out regarding land rights or Property Rights over a Flat Unit." The legal action carried out by the debtor (MY) with a third party (BS) here is the transfer of ownership rights to land due to sale and purchase. The role of PPAT as an official authorized to make a deed of transfer of rights, then in the sale and purchase of land rights, a Sale and Purchase Deed should be required. Article 95 paragraph (1) letter a of the Regulation of the Minister of Agrarian Affairs/Head of the National Land Agency Number 3 of 1997 concerning Provisions for the Implementation of Government Regulation Number 24 of 1997 concerning Land Registration mentions the types and forms of Deeds made by PPAT as the basis for the transfer of land rights, "Land deeds

made by PPAT to serve as the basis for registration of changes in land registration data are: a. Deed of Sale and Purchase."

From the above provisions, that which is expressly recognized as one of the ways of transferring land rights to serve as the basis for registering changes in land registration data is by making a Deed of Sale and Purchase by a PPAT. In this case, the debtor (MY) and a third party (BS) only make a Deed of Sale and Purchase Agreement (PPJB) before a Notary, this is done with the aim of binding the parties, namely MY so that at the agreed time he will sell the land and building to BS, and also binding BS to buy the land and building owned by MY in accordance with the agreed terms. In addition, this Sale and Purchase Binding Agreement (PPJB) is carried out because the status of the land being bought and sold has not been completed and is still encumbered by mortgage rights. Although in principle the Sale and Purchase Agreement (PPJB) is not a deed that results in the transfer of ownership rights, but when reviewed in the Appendix of Circular Letter No. 4 of 2016 concerning the Implementation of the Formulation of the Results of the 2016 Plenary Meeting of the Supreme Court Chamber as Guidelines for the Implementation of Duties for Courts "The transfer of land rights based on the Sale and Purchase Agreement (PPJB) legally occurs if the buyer has paid the full price of the land and has controlled the object of sale and purchase and is carried out in good faith."

With this, it can be said that the legal act of sale and purchase of property rights to land and buildings carried out by MY with BS without the prior approval of the creditor violates the applicable statutory provisions. This is because the object being bought and sold is still bound by a mortgage, where the debtor's obligation to pay off the object has not been resolved. MY and BS are considered to have transferred land rights through sale and purchase, this is because BS has paid the full sale price and has taken possession of the land and building. However, here BS cannot carry out the land registration process at the Defense Office because it has not fulfilled the requirements stipulated by the applicable laws and regulations.

Legal Consequences of Transfer of Property Rights on KPR Houses by Debtors to Third Parties Before the Installments are Paid in Full Without the Approval of the Creditor The debtor (MY) as the seller and the third party (BS) as the buyer are bound in a legal relationship. According to Peter Marzuki, legal relationships are essentially relationships that are regulated by law. relationships between fellow legal subjects can occur between a person and another person, between a person and a legal entity, or between a legal entity and another legal entity (Marzuki 2008) . The legal relationship between the two is based on the existence of a sale and purchase agreement whose object is the land and the house standing on it.

The sale and purchase of land and the house that stands on it is based on the provisions of Article 1457 of the Civil Code which reads "Sale and purchase is an agreement, by which one party binds himself to deliver a property, and the other party

to pay the promised price." In this case, the sale and purchase is made between MY as the seller and BS as the buyer, each party promises that the seller will hand over the object of sale and purchase, namely property rights to land and buildings, while the buyer promises to pay the purchase price. The agreement is also known as a Sale and Purchase Binding Agreement (PPJB). The Sale and Purchase Binding Agreement (PPJB) between MY and BS was made and ratified on June 20, 2022 before a Notary.

The sale and purchase agreement obliges the seller to transfer the property rights to the object of sale and purchase and the buyer has the obligation to pay the price of the goods used as the object of sale and purchase, known as the achievement. Achievement according to Article 1234 of the Civil Code is "Every obligation is to give something, to do something, or not to do something." The achievement in the case of this sale and purchase is to give something, where the seller gives up ownership rights to the object of sale and purchase, while the buyer's achievement is in the form of giving an agreed amount of money as the purchase price. The obligations in the sale and purchase agreement of each party are regulated in Article 1474 of the Civil Code concerning the obligations of the seller and Article 1513 concerning the obligations of the buyer.

Article 1474 of the Civil Code concerning the obligations of the seller states that "He has two main obligations, namely to deliver his goods and bear them". Delivering the goods here means delivering the goods into the power and ownership of the buyer. Delivery must be made at the place where the object being traded is located at the time the sale and purchase agreement is agreed upon. Regarding "bear it" as stipulated in Article 1491 of the Civil Code which states that,

"Coverage which is the obligation of the seller against the buyer, is to guarantee two things, namely first the control of the object sold safely and securely; secondly against the existence of hidden defects in the goods or such as to issue reasons for canceling the purchase."

In this case, MY as the seller handed over the title to land and building Number: 1483 with an area of 105M2 measuring letter dated January 9, 2020 in MY's name.

The buyer's obligation in the sale and purchase agreement is regulated, namely to pay the purchase price agreed by both parties as stipulated in Article 1513 of the Civil Code which states that "The main obligation of the buyer is to pay the purchase price, at the time and place as stipulated by the agreement." In this case, BS as the buyer paid for a piece of freehold land with an area of 105M2, under the name of MY in the amount of Rp. 31,500,000 (thirty-one million five hundred thousand rupiah) which was paid in full when the deed of Sale and Purchase Bond Agreement (PPJB) was signed.

The sale and purchase legal action carried out by the debtor (MY) with a third party (BS) as the buyer is an agreement based on the principle of freedom of contract as referred to in Article 1338 paragraph (1) of the Civil Code and has fulfilled the

validity requirements of the agreement as referred to in Article 1320 of the Civil Code. The requirements for the validity of an agreement as referred to in Article 1320 of the Civil Code are divided into subjective requirements consisting of the agreement of those who bind themselves and the ability to make an agreement and objective requirements consisting of a certain matter and a lawful cause. If the subjective conditions are not met, the agreement can be canceled as stated by Subekti as follows: "If at the time of making an agreement, there is a shortage of subjective conditions, then the agreement is not null and void, but can be requested for cancellation" (Subekti 2001). If the objective conditions are not met, then the agreement is null and void. The sale and purchase of land and building with an area of 105M2 made between MY and BS has fulfilled the subjective and objective conditions, so that the sale and purchase agreement outlined in the deed of Sale and Purchase Agreement (PPJB) is binding on both parties as binding as the law. Article 1458 of the Civil Code states that, "The sale and purchase is deemed to have taken place between the two parties, immediately after these people reach an agreement on the object and the price, even though the object has not been delivered, nor the price has been paid."

The article emphasizes that the sale and purchase agreement has been born since there is an agreement by both parties regarding the object and its price even though the object has not been handed over and the price has not been paid in full.

Thus, the legal actions carried out by the debtor (MY) with a third party (BS) can be said that the debtor is in default or breaks the promise of the previously agreed agreement. Default according to Abdulkadir Muhammad is defined as follows: "Default means not fulfilling the obligations that have been stipulated in the engagement" (Muhammad 2001). It is said to have made a default if the rights and obligations are not carried out properly by one party which causes harm to the other party, then there is a conflict of interest, namely there is a breach of promise or default. According to Subekti, it is said to have defaulted if:

"1. Not doing what is promised or not doing what is promised; 2. Doing what is promised, but not as promised; 3. Doing what is promised but late; 4. Doing something that according to the agreement he should not do" (Subekti 2001).

In this case, the debtor (MY) is said to have fulfilled the element of doing something that according to the agreement he should not do. MY sold the object of mortgage rights in the form of land and building to BS without prior approval from the creditor. In this case, MY did not carry out or fulfill its obligations as stated in the Occupancy and Maintenance clause of Article 14 paragraph (5) letters c and d of the Home Ownership Credit Agreement (KPR) between PT Bank Tabungan Negara (Persero) Tbk. and MY which reads,

"Debtor without prior written approval from the Bank is prohibited to: Hand over, sell or allow the placement or use or authorize the property to other parties; Hand over the house to other parties".

The article above explains that debtors are prohibited from handing over, selling to other parties unless they get prior approval from the creditor. In this case, MY and BS bought and sold the land and the building by making a deed of Sale and Purchase Agreement (PPJB) in front of a Notary without the knowledge of the creditor, where the object being bought and sold is still bound by mortgage rights or is still in the installment period.

Based on the description and discussion related to the sale and purchase of land and buildings whose land status has not been settled in the sense that the seller (MY) has not paid off the object of sale and purchase which is still bound by mortgage rights and is still in the installment period, it can be said that MY has not fulfilled the requirements to sell the land and buildings to the buyer (BS). These legal actions also contradict and violate the provisions in the credit agreement Article 14 paragraph (5) letters c and d, where MY sold the house to another party without prior written approval from the creditor. The actions taken by MY are considered default which according to the agreement should not be done.

The actions taken by MY resulted in MY being declared in default as also stipulated in Article 15 paragraph (1) letter c of the Credit Agreement which states, "The debtor's actions that result in the debtor being declared in default, are as follows: c. Debtor violates the provisions and or does not carry out its obligations as agreed in Article 11, Article 12, Article 13 and Article 14 of this Credit Agreement."

Based on the description above, the legal act of sale and purchase of land and building covering an area of 105M2 conducted by MY and BS as outlined in the form of a Sale and Purchase Agreement (PPJB) based on the provisions of Article 1457 of the Civil Code gives rise to legal consequences. Legal consequences are the consequences caused by the existence of legal relationships, namely rights and obligations, such as the rights and obligations arising in the sale and purchase relationship of a 105M2 house between MY and BS (Sulaiman 2019). Meanwhile, according to Ahmad Ali, "Legal effect is an effect caused by the law on an act committed by a legal subject" (Ali 2008). Legal consequences are an event that is caused by a cause, namely actions that are in accordance with the law, as well as actions that are not in accordance with the law.

The transfer of land and building rights carried out by the debtor with a third party occurs during the credit period that has not ended or there has been no repayment from the debtor. This transfer occurred after an agreement between MY as the seller and BS as the buyer. The old debtor acting as the seller transfers the object that will become his right to the buyer and the buyer as the new debtor is willing to pay the price agreed upon by both parties without prior approval from the creditor.

This sale and purchase legal action has the legal effect that the registration of the transfer of rights at the Land Office cannot be carried out at that time, this is because the object being traded is still bound by a mortgage and if it is transferred it must be

with the consent of the creditor. As explained in Article 7 of the UUHT that "Mortgage Rights continue to follow the object in the hands of whoever the object is". The point here is that even though a transfer has been made by MY, the transferred land and building are still bound by the encumbrance with a mortgage right unless there has been an abolition of the mortgage right as stipulated in Article 18 of the UUHT. In this case, the transfer of the object of the mortgage does not eliminate the obligation of the debtor (MY) to pay off the debt to the creditor.

In the practice of buying and selling land and / or houses with credit from PT Bank Tabungan Negara (BTN), all documents, the Sale and Purchase Deed and proof of rights (certificates) are not submitted to the debtor at the time they are made, but are submitted by the seller or developer to the bank as collateral for the debtor's debt. This created new problems for the third party purchaser both in terms of legal certainty and ownership authority, because as long as the credit period was running and the debtor had not repaid it, the third party purchaser had no authority whatsoever over the creditor. All letters and proof of ownership, including certificates or credit agreements, are still in the name of the first party who transferred the credit rights, namely the debtor (MY).

If the discussion as mentioned above is related to Article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration which states that the transfer of land rights through sale and purchase must be proven by a deed of transfer of land rights made by and before a PPAT. The main task and authority of PPAT is to carry out part of the land registration activities by making a deed as proof that certain legal actions have been carried out regarding land rights, which will be used as the basis for registering changes in land registration data. In this case, the transfer of land rights through sale and purchase must be proven by a Sale and Purchase Deed made by and before a PPAT. The role of PPAT in the implementation of land registration serves as an extension tool of the government in implementing the objectives of land registration as an effort to provide legal certainty in the land sector.

In this case, the Sale and Purchase Agreement (PPJB) has legal consequences that bind the parties who make it, but it cannot be used as evidence of the transfer of rights or a tool to transfer the name of the certificate from the debtor to a third party. The Deed of Sale and Purchase Agreement (PPJB) is only a temporary agreement so that there must be a further legal action, namely juridical submission so that the sale and purchase process is carried out perfectly. This means that the evidence and ownership documents must also be handed over to the buyer. The Deed of Sale and Purchase Agreement (PPJB) made by both parties is considered valid because the agreement has been made by fulfilling the subjective conditions and objective conditions as stipulated in Article 1320 of the Civil Code. In this case, the Sale and Purchase Agreement Deed (PPJB) has strong and perfect evidentiary legal force because the PPJB is a Notarial

Deed made before a Notary. However, the Deed of Sale and Purchase Agreement (PPJB) is not a requirement for land registration so that the third party as the buyer cannot directly process the registration of the transfer of land rights at the Land Office.

With this, it can be said that the legal act of sale and purchase of property rights to land and buildings carried out by MY with BS without the prior consent of the creditor is considered valid and has occurred. The legal effect of the legal action is that the title or guarantee cannot be registered for the transfer of land rights. This is because the object being traded is still a bank collateral where the creditor prohibits the transfer without prior approval from the creditor. When viewed from the creditor's side, the transfer of property rights over this KPR house is not justified because it will harm third parties as buyers where there is no legal certainty and legal force regarding the registration of transfers of property rights to land.

CONCLUSION

1. The transfer of property rights to the KPR house from the debtor to a third party as a buyer before the installment is paid off without the creditor's approval is an impermissible legal action which is contrary to the occupancy and maintenance clause in Article 14 paragraph 5 letters c and d of the Home Ownership Credit Agreement between PT Bank Tabungan Negara (Persero) Tbk. and MY also contradicts Article 11 paragraph (2) letters a and b of the UUHT regarding the debtor's promises stated in SKMHT and APHT. The regulation emphasizes that objects that are still bank collateral may not be transferred to other parties except with the prior written consent of the creditor. This is because the object sold by the debtor to a third party is still bound by a mortgage, where the debtor's obligation to pay off the object has not been resolved.
2. The legal effect of the transfer of property rights on KPR houses by the debtor to a third party as a buyer before the installments are paid off without the consent of the creditor is that there is no legal certainty because registration of the transfer of land rights cannot be carried out directly at the Land Office. This is because the legal relationship between the creditor and the debtor has not been completed, where the object being traded is still in the possession of the creditor and the status of the land is still bound by mortgage rights and if it is transferred it must be with the consent of the creditor as stipulated in Article 14 paragraph 5 letters c and d of the Home Ownership Credit Agreement between PT Bank Tabungan Negara (Persero) Tbk. and MY. The transfer of property rights over this KPR house results in new problems for third parties as buyers both in terms of legal certainty and ownership authority, because as long as the credit period runs and has not been paid off by the debtor, the third party as a buyer does not have any authority with the creditor.

Suggestion

1. For people who will make credit agreements with banks with collateral in the form of land rights and buildings, they should prepare and understand in advance the terms and conditions including the rights and obligations of each party. For people who also pledge land rights and buildings, they should comply with the applicable provisions, if the house is pledged, the debtor is not allowed to transfer the ownership of the collateral to another party by sale and purchase. If the community wants to transfer the pledged object to another party, it should be done by obtaining approval from the creditor in advance so that the sale and purchase legal act can be carried out before a PPAT and registration of the transfer of land rights at the Land Office in order to have strong evidence of ownership and legal certainty.
2. For notaries who will face or accept clients to make PPJB deeds, they should first ask the client regarding the status of the object to be traded. If the object to be traded is still a collateral in the bank, the Notary should apply the precautionary principle in making the PPJB deed by explaining to the client that objects that are bank collateral cannot be made a PPJB deed.

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