

Sociological Juridical Analysis of The Causing Factors of Purchasing a House with Mortgage and Cash Facilities That Have Not Received a Certificate of Ownership (Study in Balikpapan City)



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ABSTRACT: Certificates are legal evidence that can be accounted for in case of legal problems. There are many problems that occur when the buyer has not yet obtained a certificate of title to the land either with cash payments or those who have completed a mortgage. This research is sociological juridical research with legal sources obtained through interviews and documentation which were conducted and obtained directly from PT. The Ethics & AW of the City of Balikpapan which can practically be used as a reference in the implementation of a house sale and purchase agreement between the seller and the buyer did not go well, which resulted in losses for home buyers. So that the seller in this case has committed an act of default because he has violated the sale and purchase agreement with the buyer, namely not giving a certificate to the buyer who bought in cash or who has completed the mortgage in accordance with the agreement. The master certificate from PT.X is a certificate in the name of the director himself not in the name of the company so that in the split only 4 units are allowed per month. And the master certificate in the name of the company has not yet been renamed to each buyer and the certificate is currently in the process of guaranteeing Mortgage at Bank.

KEYWORDS: Purchase, Cash & Mortgage, Certificate of Ownership

I. INTRODUCTION

For people, especially in Indonesia, a house is a constitutional right and is stated in Article 28 H paragraph (1) of the 1945 Constitution of the Republic of Indonesia, which emphasizes that every person is obliged to live in prosperity, physically and mentally, in their residence and have a good and healthy living environment. Residence is a place that has a very important role in forming the character and personality of the nation and as an effort to build the personality of someone in Indonesia who has a sense of identity, independence and productivity. Indonesia, as a country that has a dense population and is an archipelago, has a larger water area than land in the form of land, so that 1 Article 28 H paragraph (1) of the 1945 Constitution of the Republic of Indonesia, the demand for housing, especially in big cities, is currently growing rapidly, because with the rapidly increasing population, the fulfillment of housing needs in terms of land is very problematic and can be the main trigger for disputes. Land plays the main and first role in improving the welfare and prosperity of the Indonesian people.

By moving the capital of the Republic of Indonesia to East Kalimantan with the gate of Balikpapan City. So in this case housing development is an effort to fulfill one of the basic human needs, as well as to improve the quality of the living environment, provide direction to regional growth, expand employment opportunities and can increase economic activity in the context of equalizing people's welfare. So opening a housing business in urban and suburban areas is a very promising sector. In connection with the rapid population growth, housing and residential development continues to be increased to provide housing in increasing numbers, but this has not been implemented evenly by the government because it still sees many other needs that need to be prioritized. Housing is a basic human need, both for residence, business premises, offices and so on.

The certificate is a proof of rights as intended in Article 19 paragraph (2) letter c No. 5 of 1960 concerning the Basic Agrarian Law for land rights, management rights, waqf land, ownership rights to apartment units and mortgage rights, each of which has been recorded in the relevant land book. Republic of Indonesia Number 24 of 1997 concerning Land Registration.5 Certificates may only be handed over to parties whose names are listed in the land book. So in terms of housing development, it is increasingly in demand, especially in big cities, as well as in small cities such as Balikpapan City.

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That at PT. X land ownership rights certificates are building use rights certificates where the buyer upgrades the building use rights certificate to the seller to an ownership rights certificate. So the buyer does not increase his own building use rights certificate but increases the certificate to the seller. However, when he wanted to issue a certificate of ownership, it turned out that the land area was different from the land area in the housing site plan. So the land authority must re-measure the building and land so that the land and building area contained in the certificate is not wrong.

The latest data on the number of house purchases at PT. X from 2009 until now a total of 1,004 houses have been sold. Data on sales using the cash payment system is 73 houses, while for the KPR payment system via the bank a total of 682 houses have been sold. For houses that still do not have a certificate with a cash payment system, there are 42 houses. Meanwhile, there are 321 houses that still do not have a certificate using the KPR payment system through a bank. From this data, it takes a long time to get a house certificate for 8 years. Even though the seller promised for 2 years, they didn't get the certificate for 2 years. However, until now there is no certainty about how long it will take for the buyer to get the house certificate. However, until now the buyer has not yet received clarity regarding the house certificate and the seller has not taken responsibility for the delay in the buyer's house certificate.

No	Project Name	Already Got Certificate	Haven't Got It Yet Certificate
1	CTG	13 Buyers	5 Buyers
2	GKJA 1	11 Buyers	18 Buyers
3	GKJA 2	7 Buyers	6 Buyers
4	TGHV	None	5 Buyers
5	GV 1	None	5 Buyers
6	GV 2	None	3 Buyers
Total		31 Buyers	42 Buyers

II. METHOD

The type of legal research used by researchers is sociological research. Sociological legal research is research that focuses on empirical studies to find theories regarding the process of occurrence and the process of how law works in society (Saiful Anam, et.al, 2017).

III. RESULTS AND DISCUSSION

1. Factors that cause buyers to have not received a certificate of ownership of land whether they buy with cash or a mortgage at PT. X

Humans have very important needs, which these needs are used to fulfill their lives in order to make them worthy. The most important human need is the need for a place to live, so currently many people are looking for a house. Because many people want a house as a place to live, sellers or developers are starting to build housing. Apart from that, many sellers or developers start marketing these housing units even before the housing permits are completed. That in this case the seller or housing developer PT. X has carried out housing sales and purchases with buyers before completing the housing management permits first. In a housing sale and purchase, if the buyer has made payment using cash or a mortgage, the seller or developer and the buyer must enter into a Sale and Purchase Agreement (PPJB).

Table 2 Total Sales for Each Project Starting from 2009 – 2025

No	Project Name	Total Buyers
1.	CTG	82 Buyers
2.	BCA	39 Buyers
3.	GKJA 1	240 Buyers
4.	GKJA 2	566 Buyers
5.	TGHV 1	19 Buyers
6.	TGHV 2	28 Buyers
7.	GV 1	20 Pembeli
8.	GV 2	10 Buyers
Total Project		1,004 Buyers

Data Source: Documents from the PT X

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Based on Table 2 above, it shows that the housing sales project at PT. X during the founding of PT. X from 2009 until now a total of 1,004 houses have been sold. There were 73 houses sold using the cash payment system, while for the KPR payment system through the bank, 682 houses had been sold.

1.1. Cash Payment

Table 3 Buyers who have not or have received a certificate and those who have received a certificate through cash purchases

It	Project Name	Already Got Certificate	Haven't Got It Yet Certificate
1	CTG	13 Buyers	5 Buyers
2	GKJA 1	11 Buyers	18 Buyers
3	GKJA 2	7 Buyers	6 Buyers
4	TGHV	None	5 Buyers
5	GV 1	None	5 Buyers
6	GV 2	None	3 Buyers
Total		31 Buyers	42 Buyers

Data Source: Documents from the PT X

Based on the table above, it shows that the number of those who have not received a certificate using the cash payment system is 42 units. Meanwhile, the total number of buyers using a cash payment system was 73 units and only 42 units were buyers who did not have a certificate. Meanwhile, there are 31 units for those who have received a house certificate with a cash payment system.

Table 4 Time Period for Buyers Who Have Not Obtained a Land Ownership Certificate Through Cash Purchases

No	Buyer's Name	The period has not yet Obtaining a Certificate
1	SH	5 Years
2	TI	8 Years
3	SG	7 Years
4	KS	5 Years
5	BP	4 Years
6	SH	9 Years
7	ALSO	8 Years
8	TO	3 Years
9	DW	8 Years
10	RH	9 Years
11	HIS	8 Years
12	MH	5 Years
13	OA	6 Years
14	OYK	9 Years
15	SJ	8 Years
16	AR	4 Years
17	MHA	5 Years
18	DRM	3 Years
19	FBN	8 Years

Table 5 Payment Mechanism for Buyers Who Have Not Obtained a Land Ownership Certificate Through Cash Purchases

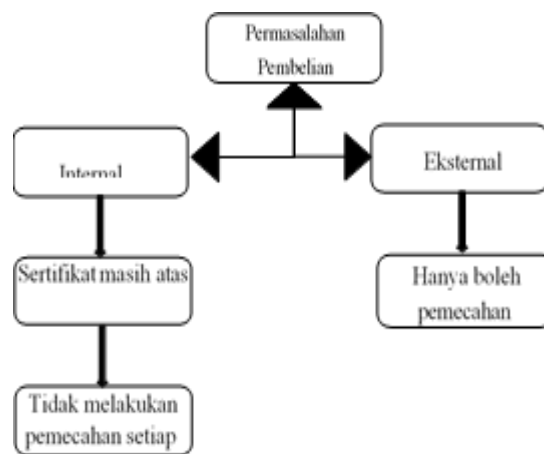
No	Buyer's Name	Payment Mechanism
1	SH	Hard cash 1 time payment
2	TI	Cash in stages 3 months
3	SG	Cash in installments 2 times
4	KS	Hard cash 1 time payment
5	BP	Hard cash 1 time payment
6	SH	Hard cash 1 time payment

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7	ALSO	Hard cash 1 time payment
8	TO	Hard cash 1 time payment
9	DW	5-month cash
10	RH	Cash in 4 installments with a tempo of 6 months
11	HIS	Cash in stages 7 months
12	MH	Cash in installments 2 times with a tempo of months
13	OA	Cash in stages 4 months
14	OYK	Hard cash 1 time payment
15	SJ	Hard cash 1 time payment
16	AR	Hard cash 1 time payment
17	MHA	Hard cash 1 time payment

Data Source: Interview Results of Cash Buyers PT. X

Bagan 2 Flow of Cash Purchase Problems



Data Source: Interview Results of the Director of PT. X and Legal Staff of PT.X.

Based on the results of interviews with cash buyers, what differentiates the collateral between mortgage and cash buyers is that cash buyers have a retention of 5% of the house price, whereas mortgages do not have a 5% retention and mortgages only adhere to the Sale and Purchase Agreement made by the seller. And based on the results of interviews with buyers, in terms of resolving problems, so far the seller and buyer have only resolved problems through deliberation without any warning at all from the buyer, the buyer only asked the seller to speed up the processing of the certificate.

Based on the interview results in chart 2 and table 3, there were 73 buyers. Consisting of 31 buyers who have received certificates by purchasing houses in cash. Meanwhile, there were 42 buyers who bought in cash but had not received a land title certificate. For 31 buyers who had received land title certificates, they had received certificates because the certificates had been broken down first. Because in this case the seller can only split 4 blocks of certificates within 1 month. As regulated in Head of BPN Regulation no. 1 of 2010 Appendix II, which explains the process of dividing individual land plots into more than 5 plots can only be done for inheritance and the completion time is adjusted. So it can be concluded that there are no land parcel restrictions on land splitting. Article 2 and Article 6 in the Binding Sale and Purchase Agreement are important articles at PT. X, where the articles explain the payment mechanism and the process for signing the sale and purchase deed.

This article explains that the buyer has a retention of 5% of the house price, which will be paid if the buyer's house certificate has been fired and has been handed over to the buyer. It can be seen from the data above that the signing of the Sale and Purchase Agreement (PPJB) was agreed that the seller or developer would hand over the ownership certificate within a period of approximately 24 days after being promised by the seller, but there was no further news from the seller about how long it would take for the house certificate to be given even though the buyers had already paid for the house in full and even the handover of the house had already been carried out. And the seller did not provide further information regarding how long the certificate will take to complete. However, this happened because the master certificate was still in the possession of an individual (Main Director) and not in the name of PT. If the master certificate is in the name of an individual, the splitting of the certificate from the master to the buyer's name can only be processed by the BPN for 4 (four) certificate units per month so that the seller cannot continue splitting the certificate in large quantities. In this case, the seller cannot arrange a large number of settlements because at that time the housing did not have a site plan permit so the certificate was still in the name of the President Director.

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If the seller wishes to proceed with the split for a large amount, the seller must first complete the processing of transferring the name of the master certificate to the name of the Company. However, up to this moment the seller has still not completed several processes for transferring the name of the master certificate which is still not in the name of the company (PT. Because of this, it has had an impact on the buyer, where the buyer has not yet received a certificate of ownership of the land, and the first party did not provide further information on how long it will take for the house certificate to be resolved, so there are still many who have not received a certificate. If the seller buys land in the name of a company, the master certificate should be in the name of the company, not in the personal name (Main Director) of the seller, but should be a change in the status of the land to Building Use Rights. Because it is impossible for many solutions to be implemented at the BPN, the BPN is very restrictive so that there are no mistakes or files being lost. If the certificate splitting process has been completed, the seller will execute a Sale and Purchase Deed made by the PPAT, so in this case the buyer must also immediately pay off the 5% rent payment to the seller. That the buyer in this case does not have strong evidence. Because the buyer only has a Sales and Purchase Agreement made by the seller. And the buyer also does not yet have a Sale and Purchase Deed made by the Land Deed Official (PPAT). The problem that occurred at PT.

In an agreement, the general terms of the agreement that have been made by the parties are based on the fulfillment of subjective and objective conditions. Developers in the business world to achieve work efficiency often make written agreements in the form of forms much earlier. In practice, it is not difficult to find bookkeeping in every document or agreement made by a party, especially a party that is more dominant than another party. It is impossible for a party to enter into a work contract or document in a weak economic situation where there are only 2 choices for him, namely to accept or reject. By signing an agreement, it has indeed been shown that the party with a weak contract position is considered by company actors as the party who receives all the expected contents of the contract. Accepting means being willing to fulfill all conditions which tend to only benefit the trading actor and harm the party whose contractual position is weak, standard clauses in every document or agreement made by the trading actor. Even though this law provides opportunities for business actors to make their own, in reality many business actors have not made the adjustments required by the consumer protection law. In the problems that occurred at PT. X that PT. X, in making a house sale and purchase agreement, the seller makes the agreement in the form of a standard contract or what is commonly known as a standard contract. This agreement is said to be standard because the agreement is made unilaterally by the seller and the agreement contains provisions that apply generally (mass), so that the buyer only has two options to accept or reject it.

In standard contracts, exoneration clauses often occur which contain a transfer of responsibility from the seller to the buyer which results in losses for the buyer. Based on the principles, which are regulated in Law no. 8 of 1999 concerning Consumer Protection that does not prohibit business actors from entering into agreements that contain standard clauses, provided that and as long as standard clauses do not include provisions because they are prohibited from containing exemption clauses in the form of transferring responsibility to buyers in standard clauses, this article does not prohibit limitations on liability.¹ Therefore, not all disclaimers are prohibited as long as they do not conflict with the values of justice and propriety. In accordance with Article 1338 paragraph 2 of the Civil Code, it is stated that these agreements can only be canceled with the consent of both parties or for reasons declared sufficient by law, which means that according to the law, every agreement that is born on the basis of an agreement between the parties can be canceled unilaterally, even customers who enter into binding agreements for the sale of houses and land must comply with these provisions.² In implementing achievements, the obligations of one party will also be confronted with the obligations of implementing the achievements of the other party. Thus, the agreement between the customer and the buyer is included in a reciprocal agreement because each party has rights and obligations.

Article 18 of Law Number 8 of 1999 concerning Consumer Protection explains that the prohibition on including exoneration clauses in standard agreements is intended to place buyers on an equal footing with business actors based on the principle of freedom of contract.³ Exoneration clauses made by each developer in carrying out house buying and selling transactions with buyers use various sentence formulations to limit their responsibilities in the form of transferring or reducing their responsibilities.⁴ In this case, it can be stated that the house sale and purchase agreement contains an exoneration clause as follows: in the sale and purchase agreement, it is generally stipulated that, "Within 24 months from the implementation and signing of this agreement, however, if there is additional time in the signing of the Deed of Sale due to the involvement of a Third Party, namely the Land Party, in the process of splitting the certificate, then the First Party will provide information to the Second Party. If the certificate has been issued, both parties agree and agree to be bound by signing the Deed of Sale and Purchase of land and buildings before the Land Deed Official (PPAT). If in this case the buyer has not been able to pay off the house payment which has been a retention of 5% of the specified house price. So, in this case, the second party is negligent or unwilling to pay off the house payment by the time the second party has to pay a late payment fine of 1% per day which is the object of this agreement. However,

¹ Undang – Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen

² Pasal 1338 ayat 2 KUH Perdata

³ Pasal 18 Undang – Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen

⁴ Undang - Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen

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the Sale and Purchase Agreement does not explain the sanctions if the seller experiences delays in providing the house certificate. If the buyer in this case cancels the agreement then this agreement will be automatically canceled without any written notification from the first party to the second party. If the buyer cancels the purchase unilaterally, the money that has been received by the first party in the form of a deposit and down payment will automatically be forfeited and the first party has the right to sell or take over the house and land to a third party. The above provision is a burden on the buyer because the buyer who is not willing to sign the binding sale and purchase agreement, it is automatically considered that the payment of the "Object of Agreement" that has been paid by the Second Party to the First Party will be deducted by 30% and the *Booking Fee* is declared FORFEITED, then the "Object of Agreement" in question remains the full right of the First Party and this binding Sale and Purchase Agreement is automatically VOID. The meaning of the above provision is that business actors transfer responsibility to buyers and, which is clearly contrary to article 18 paragraph (1) letter a of Law No. 8 of 1999 concerning Consumer Protection.

Article 18 paragraph (1) letter a stipulates that it is forbidden to make a standard clause on the document that stipulates the transfer of responsibility of a legal entity which shows that the content of the agreement related to the transfer of responsibility of the Organizer is only 2 people who understand the content while the other buyer does not understand the details of the content of the agreement.⁵

Through payments and fines if you do not make payments on time. Thus, the content of the agreement that is not understood by the buyer means that the reason is not fulfilled because it is a condition for the validity of the agreement as an objective condition as referred to in Article 1320 paragraph (4) of the Civil Code.⁶ The agreement is legally valid, materially becoming null and void.

The alliance made by PT. Although the agreement creates obligations for the other party and can be sued if one of the debtors or one of the parties commits a default or default, in practice the parties often include in the terms of their contract the threat of sanctions in the form of termination of the contract or financial fines. sanctions if the debtor or party breaches promises or defaults. An agreement with the threat of retribution is an agreement that stipulates the threat of retribution for the debtor if the debtor does not fulfill his obligations. The threat of this sanction aims to encourage debtors to fulfill contractual obligations, this is as stipulated in article 1304 of the Civil Code.⁷ In Article 2 concerning the payment mechanism that has been made by PT. X explains that if the buyer is late in paying installments where the payment has become due in the payment obligation, the buyer is subject to a late penalty of 1% (one per mile) per day from the amount of money owed from maturity. However, in this case, the seller has committed a default against the buyer where the seller has not given a certificate of ownership of the land to the buyer until now.

The State Minister of Public Housing (MENPERA) has issued Decree Number 11/PRT/M/2019 concerning the Preliminary Agreement System for the Sale and Purchase of Houses, which in the decree of the State Minister of Public Housing (MENPERA) contains a description of the PPJB object which explains the object that will be promised in the form of a house. Prices for house payments and payments that contain the sale price of the house, as well as payment procedures. The content of the decision also contains the rights and obligations of the buyer and seller, development guarantees, handover time, building maintenance, use of buildings, transfer of rights, cancellation and expiration of PPJB, and dispute resolution.⁸ So that the Minister's decision is very important because the content secures the interests of housing development organizers or sellers and secures the interests of prospective home buyers so that there cannot be a default from parties related to each other, so that the Decree of the State Minister of Public Housing (MENPERA) is indispensable in a Binding Guideline for Buying and Selling. Problems that often occur in sales and purchase agreements are usually problems regarding the unfulfilled elements in the sale and purchase agreement.

Usually, the problems that often occur regarding the unfulfilled achievements and achievements in the sale and purchase agreement are problems regarding land certificates that do not yet exist because they are still in process.

In this case, the buyers see in these two years after the creation of a binding sale and purchase agreement between the buyers and the seller, where the certificate of ownership of the land cannot also be completed by the developer or seller. So in this case the law that has been designed to protect the buyer from unlawful practices in a business transaction is available in common law.

In the Sale and Purchase Agreement that has been made by the seller. That the buyer must comply with the buying and selling procedures at PT. X Buying and selling procedures at PT. X is:

- a) The buyer makes a payment for the Tanda Sah Money to the seller
- b) The buyer pays off the down payment of 30% to the seller
- c) The buyer signs a PPJB (Binding Sale and Purchase Agreement) by the seller

⁵ Article 18 paragraph (1) letter a of Law Number 8 of 1999 concerning Consumer Protection

⁶ Article 1320 paragraph (4) of the Civil Code

⁷ Article 1304 of the Civil Code

⁸ Decree of the Minister of State for Public Housing Number 11/PRT/M/2019

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- d) If the buyer has obtained a certificate and paid off the remaining payment for the house, the buyer will increase the PPJB to AJB in front of PPAT

In the Binding of the Sale and Purchase Agreement between the seller and the buyer which according to Article 6 concerning the Signatory of the Binding Sale and Purchase Agreement after the Parties sign this agreement, then within the earliest or approximately within 24 (twenty-four) months after the implementation and signing of this agreement, but if there is an increase in the delay in signing the Sale and Purchase Deed due to the involvement of the Parties Third, the Land Party is in the process of breaking the certificate, then the First Party will provide information to the Second Party. If a certificate has been issued, both parties agree and agree to bind themselves in signing the Deed of Sale and Purchase of land and buildings in front of the Land Deed Making Officer (PPAT) with the following terms and conditions:

- a) The First Party has completed the development process and the building is ready for use Attended by the Parties.
- b) The Second Party has paid off all payments and other obligations
- c) The First Party has prepared a Certificate along with the Land and Building Tax (PBB) fractional according to the House in Article 1.
- d) The First Party has paid the Notary, and the Final Income Tax.

That in Article 21 paragraphs (1) and (2) of the Basic Agrarian Law, that the article explains property rights. This property right can only be obtained and owned by Indonesian citizens and legal entities that have been determined by the government.⁹ Meanwhile, in Article 1 of Government Regulation Number 38 of 1963 concerning the Appointment of Legal Entities That Can Have Property Rights over Land, Legal Entities that can only have Property Rights, namely Business Entities in Legal Forms that can obtain this property right are PT.¹⁰ If the company buys land using the company's name, the master certificate issued becomes a building use right certificate.

This building use right certificate has a term, where the period is a maximum of 30 years of use of the certificate and the land after its expiration of its useful life must be extended. The Right to Use Building will change the acquisition of its rights to Land Title if it occurs through the granting of rights by the holder of the right to ownership, the grant is carried out by making a deed of transfer of land rights by the Land Deed Making Officer ("PPAT"), in this case the Right to Use Building can be binding on a third party since it is registered with the Land Office. After that, the holder of the Building Right will be given a Certificate of Land Rights as proof of rights.

Yunisa Riana Br Panggabean, S.H. (In Prof. Dr. A. P. Parlindungan, S.H, 2008) explained that in the Right to Use Building there are conditions for granting, if every time there is a transfer and deletion of the right, the right must be registered, the registration in question is the registration of strong evidence regarding the deletion of the Right to Use Building and as a valid evidence for the transfer of the right.¹¹ However, if in the case of these rights, the Building Use Rights have been abolished because the period has expired, or subsequently the Building Use Rights will be abolished because:

- a) The Right to Use Building will end due to the period as stipulated in the decision, and the Right to Use Building can be extended, or renewed;
- b) The Right to Use Building can be revoked by the minister before the expiration of the term;
- c) The Right to Use Building can be changed to the right to other land;
- d) The Right to Use Building can be voluntarily waived by the right holder before the expiration of the term;
- e) The Right to Use Building can be released for the public interest;
- f) The Right to Use Building can be revoked based on the law;
- g) Building Use Rights can be determined as abandoned land;
- h) The Right to Use Building can be determined as destroyed land;
- i) the expiration of the agreement on the granting of rights or the land use agreement for the Right to Use Building on the ownership or management rights;
- j) If the holder of the right to use the building can no longer qualify as a subject of rights.

Based on the above case, the land ownership purchased by a legal entity such as a PT has the status of Building Rights because basically Law Number 5 of 1960 concerning Agrarian Principles does not allow business entities in the form of legal entities to hold ownership rights to land except for certain legal entities determined by the government. So, one of the things that can be done is by granting Building Rights to the business entity by the owner of the property rights with a deed made by PPAT.

⁹ Article 21 paragraphs (1) and (2) of the Basic Agrarian Law

¹⁰ Article 1 of Government Regulation Number 38 of 1963 concerning the Appointment of Legal Entities

¹¹ Yunisa Riana Br Panggabean, S.H. Online Law. Why the Land Title Purchased by PT Status Becomes HGB. <https://www.hukumonline.com/klinik/a/mengapa-tanah-hak-milik-yang-dibeli-pt-statusnya-menjadi-hgb-cl6446>. Accessed on Tuesday, 28 December 2024

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Both the buyer and the seller have Rights and Obligations. These rights and obligations must be fulfilled by each party so that the purchase transaction can be carried out. The rights of the seller are:

- a) The right to obtain payment in accordance with an agreement or agreement relating to the conditions and exchange rate of the product or service being exchanged.
- b) The right to obtain legal protection for the actions of a buyer in bad faith.
- c) The right to adequately defend oneself in an effort to resolve disputes with buyers in accordance with applicable law.

The right to restore reputation if it is proven that the buyer's losses were not caused by a legally marketed product or service.

As for the obligations that must be fulfilled by the seller himself, namely:

- a) Act in good faith in the implementation of their business activities.
- b) Provide true, honest and clear information about the condition and warranty of goods or services, as well as provide explanations regarding use, maintenance and repair.
- c) Treat and serve buyers honestly and fairly and non-discriminatory.
- d) Ensuring the quality or quality of goods and services marketed or produced in accordance with applicable quality standards
- e) Offer buyers the opportunity to try or test certain goods or services and also provide assurance on the goods or services exchanged.
- f) To indemnify, indemnify or indemnify the buyer for losses suffered as a result of the use, use and use of goods or services exchanged.
- g) Providing compensation or compensation if the goods or services used or received are not in accordance with the agreement.
- h) Providing documents related to buying and selling.

The rights that must be fulfilled by the buyer himself in a sale and purchase transaction are:

- a) Acquire property purchased from the seller in accordance with the specifications specified in the sales contract.
- b) Get a guarantee of the validity of documents from the seller about the property he bought from the seller.
- c) Asking the seller to assist the buyer in the process of transferring the name back of the ownership certificate on the land.
- d) The obligations that must be fulfilled by the buyer himself in a buying and selling transaction are:
- e) Knowing the documents about the legality of the company.
- f) Pay the house installments that have been agreed upon in the agreement.
- g) Properly follow legal settlement efforts related to buyer protection disputes.

Mortgage Payment

Table 6 Data on buyers who have not received a certificate and who have obtained a certificate through the mortgage purchase process

It	Banks that provide Mortgage Facilities	Buyers who has not paid off the mortgage	Buyers Mortgage Paid Off
1.	XXX	58 Buyers	49 Buyers
2.	XXX	160 Buyers	223 Buyers
3.	XXX	142 Buyers	29 Buyers
4.	XXX XXXX	1 Buyer	20 Buyers
Total		361 Buyers	321 Buyers

Data Source: Documents from the Office of PT. X

Based on the table above, which shows that the number of buyers who have not received a certificate with a mortgage payment system that has been paid off and a mortgage that has not been paid off. The total number of buyers with a mortgage payment system is 682 buyers and only 321 buyers do not have a certificate. Meanwhile, for those who have received a house certificate with a mortgage payment system that has not been paid off, there are 361 buyers.

Table 7 Period of Buyers Who Have Not Yet Received a Certificate of Land Ownership through Purchase by Mortgage

It	Buyer's Name	The period has not yet Obtaining a Certificate
1	YY	3 Years
2	LF	8 Years
3	M	3 Years
4	ME	4 Years

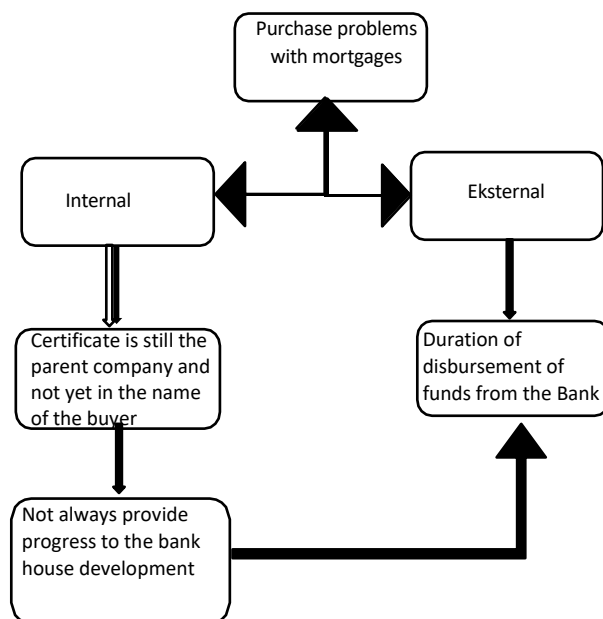
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5	AND AND	8 Years
6	MY	8 Years
7	DB	8 Years
8	AND	8 Years
9	AW	7 Years
10	On the	5 Years
11	AE	5 Years
12	WP	8 Years
13	Mj	8 Years
14	MD	8 Years
15	BEHIND	7 Years
16	EP	7 Years
17	AS	4 Years
18	On the	6 Years

Source: Interview Results of Mortgage Buyers of PT. X

Based on the results of interviews with buyers, what distinguishes the guarantee between mortgage buyers and cash is that cash buyers have a retention of 5% of the house price, while for mortgages there is no rent of 5% and for mortgages only hold on to the Sale and Purchase Agreement made by the seller. And based on the results of interviews with buyers, so far the seller and buyer have only solved the problem through deliberation, there is no reprimand at all from the buyer, the buyer only asks the seller to accelerate the management of the certificate.¹²

Chart 3 Flow of Purchase Problems with Mortgages



Data Source: Interview Results of the Director of PT. X and Legal Staff of PT.X.

Based on chart 3, it is explained that the buyer who made a purchase through the mortgage process (which has been completed) has not yet received a certificate because the master certificate is still in the name of the company that has not been reversed to the buyer and the certificate is in the process of guaranteeing the Right of Dependency at the Bank. Meanwhile, the buyer chooses to carry out the mortgage process at a bank other than the bank. So in this case, the seller must provide the progress of the house construction to the Bank so that the Bank can provide mortgage facilities to buyers. In line with this, the legal party states that the disbursement of mortgage funds will come out if the seller provides the progress of house construction to the Bank that provides

¹² Results of Interviews with Mortgage Buyers of PT. X . On Tuesday, December 28, 2024

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mortgage facilities.¹³ The bank that provides the mortgage facility is a bank that has collaborated with PT. X . From the data from the interview, the buyer has not received a house certificate for 8 years since the completion of the mortgage process. Even though the seller promised for 2 years from the completion of the mortgage process. Based on the results of the interview with the president director, it is known that there are approximately 200 certificates that have been pledged by the seller to the Bank.

Based on the results of the respondents, several stages can be described in accordance with the process and procedures of the transfer of rights from business actors to buyers as follows:

1. Pre-Transaction Stage

This pre-transaction stage is the initial stage before the transaction or agreement between the buyer and the business actor. This stage is a stage where before the circumstances the buyer decides to buy a product owned by a business actor. This stage is a stage where the buyer has the right to seek information about the legality of the housing and find information about how long it takes to get a house certificate. Where this information can be obtained directly from the housing marketing or from the legal staff of the housing. So that the buyer can make a choice from the buyer and so that the buyer in this case is required to be more thorough and careful about how long it takes to get the house certificate.

2. Transaction Stage

This transaction stage is a stage where there has been an agreement on the transfer of goods between the buyer and the business actor in an agreement which is in written or oral form. In the above case, where the transfer of rights based on the Sale and Purchase Agreement (PPJB) between the business actor and the buyer. In this case, where the buyer and the business actor have agreed on what are the rights and obligations of the parties which have been stated in the Sale and Purchase Binding Agreement (PPJB), in the Sale and Purchase Binding Agreement (PPJB) which contains the payment method and how long it takes to get a certificate of ownership of the house.

Land rights that can be encumbered by Dependent Rights are: Ownership Rights; Right of Use; Building Use Rights. The Right to Use State land must be registered and by its nature the right to use can be transferred and can be encumbered with the Right of Dependency which is further regulated according to applicable regulations. The imposition of Dependent Rights on the Right of Use on Title land will be further regulated by Government Regulation. The right of dependency can also be imposed on the right to land because the existing or future buildings, plants and works are inseparable parts of the land and who are the holders of the right to land whose responsibility is expressly stated in the Deed of Grant of the Right of Dependency concerned. If the buildings, plants, and works of work as intended in paragraph (4) are not owned by the holder of land rights, the encumbrance of the Right of Dependency on these objects is carried out by signing or authorized by him in an authentic deed related to the right of dependency or its owner. In this case, the Deed of Grant of Dependent Rights (APHT) is made by the Land Deed Making Officer (PPAT)."

Substantive rights or Material Rights bound by the Right of Dependency as a guarantor for debt repayment for creditors, if the debtor (money borrower) has committed a breach of promise (default), then the debtor who holds the Right of Dependency can take or obtain repayment of his receivables arising from the sale of the object through a public auction hall.

According to Article 2 paragraph 2 of Law Number 4 of 1996 concerning Dependent Rights on Land and Land-Related Objects, it is explained that this provision is an exception to the principle as referred to in paragraph (1) to meet the needs of development in the field of credit, especially to meet the financing needs for the construction of housing complexes that were initially used.¹⁴ The credit for the construction of the entire complex and then it will be sold to the users one by one, while to pay for it the end user also uses the credit with the guarantee of the residence in question, if the Dependent Rights are imposed on some land rights. It consists of several parts, each of which is a stand-alone unit and can be assessed individually. Separately, this inseparable principle can be set aside, provided that it is expressly agreed upon in the deed granting the right of dependency concerned. Based on the practice in the field, PT. X is not in accordance with Article 2 paragraph 2, because the master certificate is still in the process of guaranteeing the Right of Dependency at the Bank. Meanwhile, the buyer chooses to carry out the mortgage process at a bank other than the bank. So in this case, the seller must provide the progress of the house construction to the Bank so that the Bank can provide mortgage facilities to buyers According to Article 4 of the Cooperation Agreement between the seller and the Bank that provides the mortgage facility, the disbursement of the mortgage will be given with the following conditions:

1. DEBTORS have:

Settle / reserve all costs incurred in the provision of mortgages based on the CREDIT AGREEMENT including but not limited to Notary-PPAT service fees for the making: Credit Agreement, Sale and Purchase Deed (AJB) Name Change Fee, aka Power of

¹³ Results of Interviews with Mortgage Buyers of PT. X . On Thursday, December 30, 2024

¹⁴ Pasal 2 ayat (2) Undang – Undang Nomor 4 Tahun 1996 Tentang Hak Tanggungan atas Tanah Beserta Benda-Benda yang Berkaitan dengan Tanah

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Attorney to Charge Dependent Rights (SKMHT) | Deed of Grant of Dependent Rights (APHT). Land and Building Rights Acquisition Duty (BPHTB), Credit Life Insurance Premiums and Loss Insurance as well as other taxes (if any).

Meet the terms and conditions of the mortgage stipulated in the CREDIT AGREEMENT as well as the terms and conditions of the year that apply at the BANK.

- 1) The disbursement of mortgage realization funds will be disbursed to a SPECIAL ACCOUNT in the amount of 100% (one hundred percent) provided that the Debtor has signed the CREDIT AGREEMENT and has fulfilled the terms and conditions that have been stipulated in the CREDIT AGREEMENT as well as other terms and conditions certified at the BANK.
- 2) No later than 3 (three) working days after the BANK receives the HOUSE construction progress report from the DEVELOPER or INDEPENDENT Appraiser of the BANK's partner, the BANK must verify the report. The disbursement of mortgage realization funds that have been disbursed to the SPECIAL ACCOUNT as referred to in paragraph 2 will be transferred to the DEVELOPER ACCOUNT with the following conditions:

- a) HOUSE ready stock condition:

Phase 1

90% (ten percent), will be transferred to the DEVELOPER's ACCOUNT with the provision that the MASTER CERTIFICATE is the main CERTIFICATE and the BANK has received a copy of the MASTER CERTIFICATE, the PPJB asi and the original proof of down payment, the HOUSE Unit has been handed over and the BAST has been signed by the DEVELOPER and the DEBTOR, and the DEBTOR has signed the PER. CREDIT AGREEMENT WITH THE BANK.

Phase 2

10% (ten percent) will be transferred to the DEVELOPER ACCOUNT provided that the BANK has received the original copy of the AJB, APHT, and the cover note of the NOTARIS-PPAT which states that if the DEBTOR CERTIFICATE and CERTIFICATE OF DEPENDENT RIGHTS have been completed, it will be handed over to the BANK.¹⁵

Based on the results of the research that has been carried out, the level of legal awareness of buyers is still very lacking because buyers still do not know how long it will take to get the certificate of ownership. Buyers really need to study and find information carefully and carefully about documents related to buying and selling. Because buyers who make payments through mortgages do not have a withholding of funds of 5% of the house price. And the buyer in this case only holds on to PPJB for the guarantee. Buyers who have not yet obtained a land title certificate This is because buyers are still very lacking in legal attitude because buyers still do not know how long it will take to get a certificate of ownership of the house and buyers only ask for the responsibility of the seller to speed up the process of breaking their house certificate. And it is seen in this study that the seller only breaks down 4 blocks of house units and in this case the seller also always makes repeated mistakes during the certificate solving process. Where the process of breaking the certificate cannot be broken every month. So that there is a buildup of certificates. Buyers who have not yet received a certificate because the master certificate is still in the process of guaranteeing the Right of Dependency at the Bank.

Meanwhile, the buyer chooses to carry out the mortgage process at a bank other than the bank. So in this case, the seller must provide the progress of the house construction to the Bank so that the Bank can provide mortgage facilities to buyers. Therefore, this case is a case that causes the problem of default because the seller has not paid the Dependent Rights.

Both the buyer and the seller have Rights and Obligations. These rights and obligations must be fulfilled by each party so that the purchase transaction can be carried out. The rights of the seller are:

- 1) The right to obtain payment in accordance with an agreement or agreement relating to the conditions and exchange rate of the product or service being exchanged.
- 2) The right to obtain legal protection for the actions of a buyer in bad faith.
- 3) The right to adequately defend oneself in an effort to resolve disputes with buyers in accordance with applicable law.
- 4) The right to restore reputation if it is proven that the buyer's losses were not caused by a legally marketed product or service.

As for the obligations that must be fulfilled by the seller himself, namely:

- 1) Act in good faith in the implementation of their business activities
- 2) Provide true, honest and clear information about the condition and warranty of goods or services, as well as provide explanations regarding use, maintenance and repair.
- 3) Treat and serve buyers honestly and fairly and non-discriminatory.
- 4) Ensuring the quality or quality of goods and services marketed or produced in accordance with applicable quality standards.
- 5) Offer buyers the opportunity to try or test certain goods or services and also provide assurance on the goods or services exchanged.
- 6) To indemnify, indemnify or indemnify the buyer for losses suffered as a result of the use, use and use of goods or services exchanged.

¹⁵ Cooperation Agreement document between the seller and the bank

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7) Providing compensation or compensation if the goods or services used or received are not in accordance with the agreement.

8) Providing documents related to buying and selling.

The rights that must be fulfilled by the buyer himself in a sale and purchase transaction are:

1) Acquire property purchased from the seller in accordance with the specifications specified in the sales contract.

2) Get a guarantee of the validity of documents from the seller about the property he bought from the seller.

3) Asking the seller to assist the buyer in the process of transferring the name back of the ownership certificate on the land.

The obligations that must be fulfilled by the buyer himself in a buying and selling transaction are:

Knowing the documents about the legality of the company.

Pay the house installments that have been agreed upon in the agreement.

Properly follow legal settlement efforts related to buyer protection disputes

LEGAL RESPONSIBILITY OF PT. X IN HANDING OVER A CERTIFICATE OF OWNERSHIP OF LAND THAT UNTIL NOW HAS NOT BEEN ISSUED A CERTIFICATE FOR BUYERS WHO HAVE PAID OFF

Based on the results of an interview with the Director of PT. X that so far the buyer has not demanded compensation from the seller. However, the seller is trying to speed up the process of breaking the certificate. From the seller's side, replace the certificate management consultant. And try every month there is a certificate break. In line with this, the legal party stated that the management of certificate breaking is currently in the breaking stage on the part of BPN. We are trying to accelerate the issuance of certificates and the management of the transfer of the name of the President Director to the name of the PT so that there can be many certificate breaks.¹⁶

In the process of breaking a land certificate, it can be divided into two, namely: the division carried out by the seller on behalf of the company and the division on behalf of the individual. If in terms of solving the land plot certificate, the party who wants to solve the certificate must meet the requirements and documents needed in the management of the certificate solution. Dokoumen – documents and conditions of the certificate must be in the name of a person, as follows:

1) An application accompanied by the reason for the solution

2) Identity of the applicant and/or his/her attorney (photocopy of valid ID card, KK that is still valid and legalized by the authorized official);

3) Certificate of original land rights that has been checked;

4) Site plan (for residential development areas);

5) Land use change permit, in the event of a change in land use

6) PPAT Deed (if there is a transition) accompanied by proof of income tax deposit and land and building rights acquisition duty issued and ratified by the Tax Service Office;

7) Land declaration letter there is no dispute on behalf of the right holder on the certificate;

8) The land statement is physically controlled in the name of the right holder on the certificate.¹⁷

The procedures that must be passed in the process of Breaking the certificate are:

1) Visit the local BPN office;

2) Fill out the application form and give the signature of the applicant or a power of attorney that has been given on the seal;

3) Receive a receipt after registering the file;

4) The officer who is responsible for the land measurement, the officer will go to the location of the land owner or his proxy;

5) After the completion of the measurement, the officer responsible for measuring will draw the measurement results and map the location on the available map;

6) After the mapping is carried out, a survey letter will be issued for the land that has been broken;

7) The survey letter issued is for each land that has been divided;

8) The content of the survey letter is where there is a signature from the head of the section in certifying the measurement and mapping;

9) After obtaining the survey letter, then the issuance of a certificate at the Rights and Information Registration Subsection (PHI)

10) The Head of the Land Institution will sign the certificate;

11) The certificate solving process is complete and you just have to wait for the new certificate to come out.

Meanwhile, the process of solving on behalf of a person, namely being able to take care of the settlement of land certificates more easily and quickly, can use the services of a PPAT or notary. The cost of breaking a land certificate is regulated in Government

¹⁶ Results of Interviews with Directors and Legal Staff of PT. X . On Thursday, December 30, 2024

¹⁷ Online Law.Procedures and Conditions for Breaking Parent Land

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Regulation No. 128 of 2015 concerning Types and Tariffs on Types of Non-Tax State Revenue (PNBP) that applies at BPN. The cost components incurred are of course different, depending on the land area and the selling price. In Appendix II of the Regulation of the Head of the National Land Agency of the Republic of Indonesia Number 1 of 2010 concerning Service Standards and Land Regulation. In the attachment, it is explained that the time to make a certificate depends on the area of the land unit:

- 1) 38 days for agriculture with an area of less than 2 hectares and non- agricultural land with an area of less than 2000 m².
- 2) 57 days for agricultural land with an area of more than 2 hectares and non- agricultural land with an area of more than 2000 m² to 5000 m².
- 3) 97 days for non-agricultural land that has an area of more than 5000 m²

So the legal responsibility arises if one of the parties makes a mistake and the mistake can be based on default and unlawful acts. In the case of this study, it can be seen that the seller or developer has neglected his duties and responsibilities as a housing development entrepreneur to complete his duties to the end. Based on the binding sale and purchase agreement between the parties, there are several things that are the responsibility of the seller to the buyer, including:

- 1) Rights and obligations of the seller and the buyer in the case of a house sale and purchase agreement in which case there has been an agreement between the two parties, where one of the parties does not fulfill its obligations as it should, the seller in this case does not fulfill its obligations in terms of granting a certificate of ownership of land where the seller has committed an act that violates its obligations
- 2) In this case, the seller has agreed on a sale and purchase agreement with the buyer that the seller will provide a certificate of ownership of the land for 2 (two) years since the buyer has paid off the payment for the house they have purchased. So that in this case the seller has incurred legal responsibility for the buyer for the delay in issuing the certificate of ownership of the land.

In this case, the seller has committed a default where in the act the seller did not do what was agreed to what the seller did and when the seller carried out what the seller had promised. The seller in this case is responsible for the way the seller speeds up the housing permit process and the seller chooses a consultant who is faster in terms of taking care of the name of the master certificate on behalf of the company. If the master certificate has been renamed to the company's name, the seller will also speed up the process of breaking these certificates.

That in the problem of default, it cannot be separated from the problem of "negligent statement" (ingebrekke stelling) and "negligence" (verzuim). The meaning of Default is where the act has violated the law or does not carry out responsibility in accordance with the agreement and not in a compelling situation. According to Satrio, there are three forms of default, namely:

- 1) Not fulfilling any achievements at all. In relation to debtors who do not meet their achievements, it is said that debtors do not fulfill achievements at all. Fulfilling achievements but not on time. If the debtor's achievement can still be expected to be fulfilled, then the debtor is considered to have fulfilled the achievement but not on time.
- 2) Fulfilling achievements but not appropriate or wrong. Debtors who meet the achievements but are wrong, if the erroneous achievements cannot be corrected, the debtor is said to have not fulfilled the achievements at all.

Article 1243 of the Civil Code regulates the principle of responsibility. Liability in this case relates to reimbursement of costs, losses and interest due to the non- fulfillment of an engagement. What is meant in this case is that a person has committed an act that is in default, and brought losses to others, so that the act requires a person to compensate for the loss.¹⁸

In the implementation of the Sale and Purchase Agreement at PT. X with the buyer has had several problems, here are the problems in the House Sale and Purchase Agreement at PT. X. That PT. X has made a binding sale and purchase agreement which contains the tenor of the certificate at the earliest or approximately in 24 (twenty- four) months after the implementation and signing of this agreement. In this case, the seller is in default where it can fulfill the achievement but not on time. If in the problem of default, the debtor can still be expected in terms of fulfilling its obligations, then the debtor can be considered to have fulfilled the achievement but not on time.

Where in the agreement the buyer is the party that is harmed by the seller's default. So that the buyer feels very disadvantaged for a long time until they pay off the house certificate has not been completed. As long as there has been no sanction given for the seller's delay in providing the certificate. However, the buyer in this case can give a reprimand to the seller if the certificate is not also resolved, then the buyer will sue the seller to the legal channel. The purpose of this summons is that the buyer wants to give the seller the opportunity to do something so that the house certificate from the buyer can be resolved. The consequences arising from default are in the form of punishment or sanctions which consist of:

- 1) Paying for damages suffered by the buyer

¹⁸ Article 1243 of the Civil Code

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- 2) Cancellation of agreement
- 3) Fulfilling the agreement accompanied by the obligation to pay compensation

Therefore, with the problem of default, the buyer can demand fulfillment of the agreement that has been agreed, and the buyer can cancel the agreement and the buyer can ask for compensation for the losses that have been committed by the party who committed the default. In this problem of default, the buyer can ask for compensation for his losses where this compensation can include costs that have been incurred for the losses that resulted in the default, along with interest. This default is included in the field of civil law.

If there has been a default, the step that can be taken is to conduct consensus deliberation first, but if the deliberation cannot produce it, then the next step is to summon or reprimand for the act of breaking the promise. In the case of default, this summons or reprimand is very useful to remind the party who has committed a breach of obligations that must be fulfilled in an agreement.

J. Satrio explained, that if the summons cannot be fulfilled by the debtor without a valid reason, in this case it will bring the debtor in a negligent state, and since then the consequences of default have begun to apply to the debtor. With the occurrence of a default act, in this case, the right to the creditor can be issued to demand the cancellation of the contract and compensation.

The cancellation of this contract is because the debtor has committed a default, and the default occurred due to his mistake or negligence. In this case, the debtor does not carry out the obligations that have been described in the contract so that in this case it can make the debtor immediately (automatically) in a state of default. To make the debtor in a state of default, the creditor must take a preliminary step where the step is in the form of submitting a warning letter (summons) to the debtor. So that in this case, the debtor has committed a default, the debtor can be said to be in default if the creditor has sent a letter of summons to the debtor but the debtor does not comply with the letter of summons, then in this case the contract agreement can be canceled. And the creditor can sue for the cancellation of a contract and ask for compensation from the debtor.

PT. X has an obligation to carry out his business activities. And the company provides correct, honest and clear information regarding the condition of the housing. And in this case, PT. X is obliged to treat and serve buyers with good service. As well as PT. X has an obligation to ensure the quality or quality of goods and services that are traded or produced in accordance with the provisions of the applicable quality standards of the housing. And has an obligation to provide compensation or compensation if the house built is not in accordance with the buyer's agreement. According to Article 1457 B.W, a Sale – Purchase Agreement is an agreement that gives rise to a reciprocity from one party as the seller and the other as the buyer.

CONCLUSIONS

Based on research and discussion, the author concludes the answer to the following problems:

1. Factors that cause the buyer to not have obtained a certificate of ownership of the land:

a) Cash payment

- 1) The master certificate from PT. The X is a certificate in the name of the director himself and not in the name of the Company. If the company buys land with SHM certification, then the SHM must be converted into an SHGB certificate which is regulated in Article 21 paragraphs (1) and (2) of the Basic Agrarian Law, SHM can only be owned by the Indonesian people and legal institutions determined by the government. The SHM obtained by the PT must have SHGB status because Law No. 5 of 1960 concerning Agrarian Principles does not allow businesses belonging to the PT group to have SHM, except for businesses that are classified as certain legal institutions that have SHM that has been determined by the government.
- 2) Because the number of units is large and only 4 units are allowed to be solved every month and it is not necessary to be solved every month so that it takes a long time to solve. As stipulated in the Regulation of the Head of BPN No. 1 of 2010 Attachment II, the division of individual land plots of more than 5 land plots can only be carried out for inheritance and the completion time is adjusted. So it can be concluded that there are no restrictions for the division of plots on land.
- 3) That housing at that time did not have a site plan permit based on the Mayor's Regulation on Guidelines for the Issuance of Housing Site Plan Approval (SITE PLAN). The seller is obliged to take care of the site plan permit of the housing.

b) Mortgage payment

1. That the master certificate is still in the process of guaranteeing the Right of Dependency at Bank BTN. Meanwhile, the buyer chooses to carry out the mortgage process at a bank other than Bank BTN. So in this case, the seller must provide the progress of the house construction to the Bank so that the Bank can provide mortgage facilities to buyers and so that the bank can disburse funds.
2. Legal Responsibility of PT. X in handing over a certificate of ownership of land that until now has not been issued a certificate for buyers who have paid off
3. Accelerating the issuance of certificates and the management of the transfer of the name of the President Director to the name of the PT so that there can be many certificate breaks.

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4. The seller speeds up the process of housing permits and the seller chooses a consultant who is faster in terms of taking care of the name of the master certificate on behalf of the company.
5. That in the implementation of the house purchase and sale agreement between PT. X with the buyer where the seller is responsible for the negligence they made, namely managing the certificate breaking and providing a certificate of ownership to the buyer who has paid both in cash and who has completed the mortgage process. This is in accordance with the principle of good faith in entering into a sale and purchase agreement.

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