



Implementation of the Basis of Legal Certainty to the Parties in the BTN Bank Mortgage Agreement with the Binding Sale Purchase Agreement Act (Study at Bank BTN Kediri)

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Abstract

PT Bank Tabungan Negara (Persero) Tbk (Bank BTN) is a State-Owned Enterprise (BUMN) which operates in the banking sector, committed to being a bank that serves and supports housing sector financing. The mission carried out by Bank BTN is to actively support the government in advancing the welfare of the Indonesian people through home ownership and realizing the life that millions of Indonesians dream of through providing decent homes. One type of credit that is still in demand and needed by the public is KPR (Home Ownership Credit). Bank BTN as a bank that focuses on housing financing certainly fully supports the One Million Houses Program launched by the government. It is proven that currently Bank BTN is a bank with market share The largest Home Ownership Credit (KPR) in Indonesia. In order to improve and optimize services to the community with the development of the KPR business and support Bank operations both in terms of business processes and maintaining document quality, there are conditions where it is not possible to make a Sale and Purchase Deed (AJB) so that a temporary binding agreement is needed, namely a Sale and Purchase Agreement (PPJB). This research aims to analyze and explain legal protection for the fulfillment of the rights of the parties in purchasing a house through a KPR agreement with a sale and purchase agreement (PPJB) at Bank BTN Kediri. This type of research is empirical juridical legal research and the specifications in this research are descriptive. The source and type of data in this research is primary data obtained from field studies in the form of interviews with Bank BTN Kediri employees and Notaries in the former Kediri residency. And secondary data was obtained from literature studies related to the theory of legal certainty and legal protection. The result of this research is that Bank BTN has provided legal protection for the parties in order to create the principle of balance.

Keywords: *Home Ownership Credit; Sales and Purchase Binding Agreement; Basis of Legal Certainty*

Introduction

A house is one of society's basic needs that must be met so that every Indonesian citizen can own and live in a house that is livable. This is in accordance with Article 28 H paragraph 1 of the 1945 Constitution (UUD 1945) which reads "Everyone has the right to live in physical and spiritual prosperity, to have a place to live, and to have a good and healthy living environment and has the right to receive health services." The government through the Ministry of Public Works and Public Housing (PUPR) continues to strive to overcome the housing shortage (backlog) especially for low-income communities (MBR) through the One Million Houses Program.¹ The One Million Houses Program was launched by Indonesian President Joko Widodo (Jokowi) in 2015 and until 2021 the realization reached 6,871,024 housing units throughout Indonesia.² The One Million Houses Program development target is to build a minimum of one million housing units per year. The PUPR Ministry recorded the achievement figures for the One Million Houses Program in 2015 as many as 699,700 units, in 2016 as many as 805,169 units, in 2017 as many as 904,758 units, in 2018 as many as 1,132,621 units, in 2019 as many as 1,257,852 units, in 2020 during the COVID-19 pandemic The number reached 965,217 units, in 2021 there will be 1,105,707 units. Based on data from the Directorate General of Housing, Ministry of PUPR, in the first quarter of 2022, the One Million Houses Program has reached 159,372 units throughout Indonesia. This achievement certainly cannot be separated from the support of various stakeholders in the housing sector or housing stakeholders, namely from housing developers, banking circles, the private sector, and all Indonesian society. The One Million Houses Program is an acceleration and collaboration movement between the government and housing development actors in providing adequate housing for the Indonesian people.

Houses are a necessity for people who have families. One way to get it is with a Home Ownership Credit (KPR) from several banks that meet the requirements to provide home financing. One of the national banks with experience in the mortgage sector is PT. Bank Tabungan Negara (Persero) Tbk or Bank BTN. In fact, Bank BTN is the first bank in Indonesia to have the authority to distribute home financing. Bank BTN is a State-Owned Enterprise (BUMN) which operates in the banking sector, committed to being a bank that serves and supports housing sector financing. The mission carried out by Bank BTN is to actively support the government in advancing the welfare of the Indonesian people through home ownership and realizing the life that millions of Indonesians dream of through providing decent homes. One type of credit that is still in demand and needed by the public is KPR (Home Ownership Credit). Bank BTN as a bank that focuses on housing financing certainly fully supports the One Million Houses Program launched by the government. It is proven that currently Bank BTN is a bank with market share The largest Home Ownership Credit (KPR) in Indonesia, and is the main contributor to the success of the One Million Houses Program launched by the government in 2015. To date, Bank BTN has contributed more than 60% in achieving the construction of one million houses in various regions. In 2023, KPR Bank BTN will take over market share KPR nationally. Meanwhile, for subsidized KPR, Bank BTN's dominance is unstoppable by controlling it market share by 87%. In the housing ecosystem, Bank BTN has a role as enabler which provides financing from the supply side through construction credit to developers or housing developers and the other side demand by providing mortgages to the community.

KPR from Bank BTN is provided for home purchases from developers and non-developers. The goals are varied, whether for buying a new house or second, purchase of a house ready to live in (ready stock), the house is not finished yet (indent), nor take over credit from other banks. The requirements for applying for a KPR at Bank BTN include general requirements and document requirements. These general requirements include citizenship, length of service, applicant's age, and so on. This requirement is different from the document requirements, namely filling in the credit application formula, copy of husband and wife's KTP, copy of marriage certificate, copy of family card, copy of NPWP, copy of

¹ <https://setkab.go.id/realisasi-program-sejuta-rumah-tahun-2021-capai-111-juta-unit/>

² <https://www.beritasatu.com/ekonomi/921267/nkuartal-i-2022-program-sejuta-rumah-tembus-159372-unit/?view=all>

Employee Appointment Decree / copy of Business License, salary slip for the last 3 months, and savings account mutation 3 last month. Then document mandatory Another thing that must be attached is a guarantee document in the form of a Building Use Rights Certificate (SHGB) / Ownership Rights Certificate (SHM) that has been broken (splitzing) and Building Construction Permit (IMB) or Building Approval (PBG).

If the credit application has been approved, approval of the credit application is conveyed to the prospective debtor in writing in the form of SP3K. Letter of Confirmation of Approval of Credit (SP3K) is a notification letter given by the Bank to prospective debtors whose credit has been approved. This is one of the conditions for entering into a credit agreement. SP3K is intended for prospective debtors to understand more deeply the requirements for granting credit and prepare the things the Bank needs. The Letter of Confirmation of Approval for Granting Credit (SP3K) can be in the form of a physical or electronic document, while the notification can be delivered via electronic media (SMS, WA, email, telephone, and other media).

A KPR credit agreement can be carried out if all the requirements in the SP3K have been fulfilled, which is preceded by the signing of the Deed of Sale and Purchase (AJB) which will be carried out simultaneously with the signing of the Credit Agreement. Before AJB is carried out, there are several requirements that must be completed as follows:

1. Certificate splitzing, meaning the certificate has been broken down by field.
2. Certificate checking (clearance), namely ensuring that the land certificate is not in dispute, blocked or confiscated.
3. Payment of duties on the acquisition of land and building rights (BPHTB), which is 5% of the tax base or tax acquisition value (NPOP) - non-taxable tax object acquisition value (NPOPTKP). The value is determined by the results of tax validation carried out by the local Regional Revenue Agency. Usually this BPHTB is the responsibility of the buyer.
4. Payment of Income Tax (PPh), which is 2.5% of the results of tax validation carried out by the local Regional Revenue Agency. Usually this BPHTB is the responsibility of the seller.
5. Certificate transfer fees or other notary fees arising from the Credit Agreement which will be followed by other agreements of this nature accessir.

The transfer of land rights through sale and purchase must be registered with a deed made by PPAT appointed by the Bank, as stipulated in Article 37 paragraph (1) of Government Regulation No. 24 Year 1997 About Land Registration which reads as follows:

"Transfer of land rights and ownership rights to apartment units through sale and purchase, exchange, grant, entry into a company and other legal acts of transfer of rights, except transfer of rights through auction, can only be registered, if proven by a deed made by the PPAT authorized according to the provisions of applicable laws and regulations."

However, the fact is that not all KPR credit contracts can be implemented through AJB. This happens because KPR applicants who buy houses from developers have not all had their certificates broken down per plot (they are still master certificates or are even still in the process of merging certificates). Most housing developers are still in the process of processing land legality and project permits when applying for KPR to Bank BTN, this is done to save time. So that the KPR process at Bank BTN and the legality process can be carried out simultaneously.

In order to increase the achievements of the Million Houses Program and reduce numbers backlog housing for the MBR community, developers must be more aggressive in providing and selling houses, but the slow legal process has quite an impact on meeting housing needs. One of the obstacles to meeting the housing needs is the condition that it is not possible to make a Sale and Purchase Deed

(AJB), so a temporary binding agreement is needed, namely a Sale and Purchase Agreement (PPJB). In certain conditions which result in the Sale and Purchase Deed not being able to be made by the Land Deed Official, a Notary will make a Sale and Purchase Agreement Deed. The signing of the deed of sale and purchase agreement does not result in a transfer of rights, but only serves as a basis for a mortgage credit agreement to be entered into. The transfer of rights is carried out based on a sale and purchase deed made by the Land Deed Official. This sale and purchase binding agreement is carried out as a form of preliminary agreement. A preliminary agreement is carried out as a step to provide legal certainty and simplify house buying and selling activities and provide legal protection for the parties. The preliminary agreement or sale and purchase binding agreement (hereinafter referred to as PPJB), is the basis for a KPR credit agreement to be carried out to accommodate the inability to carry out AJB.

In the PPJB there has been no 1338 transfer of rights regarding ownership of houses or apartment units from the developer to the consumer. However, conceptually, PPJB is an agreement that falls within the scope of Article 1313 of the Civil Code (BW) which states: "An agreement is an act in which one or more people bind themselves to one or more people." This can also be seen from Article 1320 of the Civil Code (BW) where PPJB has fulfilled the legal requirements for an agreement, namely:

1. Their agreement that binds them;
2. The ability to make an agreement;
3. A specific issue;
4. A reason that is not prohibited.

Apart from these conditions, the agreement must also be based on the principles of the agreement, namely: trust, balance, equality, certainty, propriety, morals, customs and protection.³ Legal principles can be said to be the foundation of positive law, for the reason that legal principles are essentially an abstraction of a rule whose application is more general and broader than the provisions of positive legal norms, this is because legal principles originate from human reason and conscience to be able to distinguish between what is good or bad, bad, fair and unfair, and humane or not.⁴

Certainty as a legal figure must contain legal certainty. This certainty is expressed in the binding force of the agreement, namely as law for the parties. According to Juridical-Dogmatic teachings, law is synonymous with certainty. Legal certainty is realized by law which in its nature creates a legal rule. According to this school, even though the rule of law or the application of the law feels unfair and does not provide great benefits for the majority of society, this is not a problem if legal certainty can be realized.⁵ The nature of the law proves that the law does not aim to realize justice or benefit, but merely for certainty.

The basis of legal certainty or also called the basis to keep the agreement is a principle related to the consequences of the agreement. This means that the judge or third party must respect the substance of the contract made by the parties, as befits a law. They may not intervene in the substance of the contract made by the parties. This principle is also known as the principle of binding force, namely the principle which states that the parties must fulfill what they agreed to in the agreement they made, as regulated in Article 1338 paragraph (1) of the Civil Code. Based on this, the principle of legal certainty is very important in every process of making an agreement because the injured party must receive legal protection.

³ Sinaga, N. A., *Peranan Asas-Asas Hukum Perjanjian Dalam Mewujudkan Tujuan Perjanjian*, (Binamulia Hukum, 2018), hal. 112.

⁴ Shidarta & Rizal. J., *Pendulum Antinomi Hukum: Antologi 70 Tahun Valerie J.L. Kriekhoff*, (Yogyakarta: Genta Publishing, 2014), hal. 30.

⁵ Achmad Ali, 2002, *Menguak Hukum (Suatu Kajian Filosofis dan Sosiologis)*,: Gunung Agung, Jakarta, hlm. 83.

Look at the number of companies developer which is not small and the community's need for housing continues to increase, making the principle of legal certainty an important issue that requires a separate study. Based on this principle, it is hoped that the house sale and purchase agreement will be concluded through developer can create legal certainty between the parties, especially for buyers to obtain legal protection developer who do not carry out their achievements.

At the beginning of March 2023, there were 10 (ten) Letters of Confirmation of Approval for Providing Subsidized KPR Credit (SP3K) from Bank BTN Kediri Branch to users or home buyers at the Gedangsewu View Pare Housing Complex which was built by the developer PT. Dzaky Abadi Award. At that time, there was no land certificate for the Gedangsewu View Housing Complex spliting per field. That at that time the status of the Gedangsewu View residential land was still in the form of a District Land Office Decree. Kediri No. 18/HGB/BPN – 35.06/III/2023 date. March 13 2023 concerning Granting Building Use Rights to PT. Anugerah Dzaky Abadi, and the Building Approval (PBG) has not been issued which is proof of the legality of the housing building. These two legalities, namely land certificates that have been broken up per plot and building construction permits, are mandatory requirements from Bank BTN to be able to carry out mortgage credit contracts using a Sale and Purchase Deed, so that housing needs can be distributed to the community.

Apart from the legality of land and permits, as many as 10 (ten) housing units in the Gedangsewu View Housing Complex which already have SP3K from Bank BTN Kediri apparently are not 100% complete. This is a new obstacle for Bank BTN Kediri in distributing subsidized KPR to the public, namely home buyers in Gedangsewu View Housing from PT. Dzaky Abadi Award. On the other hand, it is hoped that a credit agreement can be carried out due to the limited quota for subsidized KPR from the government which is distributed every quarter.

Given these various obstacles, Bank BTN Kediri will accommodate the interests of the parties by implementing a Subsidized KPR credit agreement using PPJB as regulated in Directors Circular Letter No. 57/DIR/SMD/2019 dated 19 November 2019 concerning Amendments to Directors' Circular Letter Number 41/DIR/SMD/2017 dated 24 July 2017 concerning Instructions for Implementing Subsidized BTN Home Ownership Credit Agreements Using a Sale and Purchase Agreement Deed (PPJB). Of course, the implementation of the Subsidized KPR credit agreement using PPJB must meet the requirements stipulated in the provisions of Directors' SE No. 57/DIR/SMD/2019 so that we can mitigate risks that will arise in the future.

The implementation of the Subsidized KPR credit agreement by Bank BTN Kediri with PPJB is also regulated in Article 42 paragraph (1) of Law no. 6 of 2023 concerning Job Creation, the preliminary sale and purchase agreement is generally in the form of a PPJB, namely "Single houses, row houses and/or flats which are still under construction can be marketed through a preliminary sale and purchase agreement system in accordance with the provisions of statutory regulations". In implementing PPJB in accordance with the Job Creation Law, it must fulfill the requirements stipulated in Article 42 paragraph (2) of Law no. 6 of 2023 concerning Job Creation which reads as follows:

- a. Land ownership status;
 - b. What was agreed upon;
 - c. Building Approval;
 - d. Availability of Public Infrastructure, Facilities and Utilities;
- and Housing Developability is at least 20%.

Formulation of the Problem

From the description above, the author raises issues related to how risk mitigation can be carried out by Bank BTN Kediri to provide legal protection for the parties in the BTN KPR agreement with the sale and purchase agreement deed in order to create legal certainty for the parties?

Research Methods

The type of research that the author uses is field research and based on the nature of the problem, this type of research is qualitative descriptive, that is, the data collected is in the form of words, images, behavior, not expressed in the form of numbers or statistical figures but rather in qualitative form which has a richer meaning than just numbers or frequencies. All data collected is likely to be the key to what has been researched.⁶ The location of this research is at Bank BTN Kediri Branch. In order not to be too broad in the discussion, focus is needed in the research. Therefore, this research will focus on implementing the principle of legal certainty for the parties in the Bank BTN KPR agreement with the sale and purchase agreement deed. The author makes direct observations of the objects to be studied by seeing directly how the mortgage mechanism process works at Bank BTN Kediri Branch and the author will conduct direct interviews with employees of Bank BTN Kediri Branch.

Discussion

Article 1457 of the Civil Code defines sale and purchase as "an agreement in which one party binds himself to hand over an object and the other party pays the price that has been promised." One mechanism for transferring property rights is through buying and selling, as well as through home ownership developer, between buyers (consumers) and sellers (developer) will later go through the buying and selling stages. Considering that the sale and purchase is in the form of land and buildings, the sale and purchase must be with a written agreement, where the parties can precede it by making an agreement. The preliminary sale and purchase agreement is generally in the form of a PPJB as stated in Article 42 paragraph (1) of Law no. 6 of 2023 concerning Job Creation, namely "Single houses, row houses and/or flats which are still under construction can be marketed through a preliminary sale and purchase agreement system in accordance with the provisions of statutory regulations". Further provisions regarding the preliminary sale and purchase agreement system as referred to in Article 42 paragraph (1) of the Job Creation Law are regulated in Article 1 number 11 of Government Regulation no. 12 of 2021 concerning Amendments to Government Regulation Number 14 of 2016 concerning the Implementation of Housing and Settlement Areas states that "PPJB is an agreement between the development actor and each person to carry out the sale and purchase of houses or apartment units which can be carried out by the development actor before construction of flats or single houses and row houses as stated in a notarial deed."

Another legal basis for implementing PPJB is Article 42 paragraph (1) of Law no. 1 of 2011 concerning Housing and Settlement Areas which reads "Single houses, row houses and/or flats which are still in the construction stage can be marketed through a preliminary sale and purchase agreement system in accordance with the provisions of statutory regulations." Then Article 43 paragraph 1 of Law no. 20 of 2011 concerning Flats which states that "The process of buying and selling flats before the construction of flats is completed can be done through PPJB in the presence of a notary", Then

In the SE of the Board of Directors of Bank BTN No. 57 of 2019 dated November 19 2019 concerning Subsidized KPR Credit Agreements Using PPJB and Special Policies for Implementing Non-Subsidized KPR/KPA BTN Credit Agreements Using PPJB dated April 5 2022 explains the meaning of

⁶ L. J. Moleong and P. Edisi, "Metodologi penelitian," Bandung: Penerbit Remaja Rosdakarya, 2004.

the Sale and Purchase Agreement, hereinafter referred to as PPJB is an agreement between the seller and the buyer which made by notarial to carry out a temporary binding before making an official AJB before the Land Deed Making Official (PPAT).

The definition of PPJB according to R. Subekti is an agreement between the seller and the buyer before the sale and purchase is carried out because there are elements that must be fulfilled by the sale and purchase, including the certificate of title to the land does not yet exist because it is still in process, or the price has not yet been paid off or The taxes imposed on the sale and purchase of land rights cannot be paid by either the seller or the buyer.⁷ This sale and purchase binding agreement is carried out as a form of preliminary agreement. A preliminary agreement is carried out as a step to provide legal certainty and simplify house buying and selling activities and provide legal protection for the parties. Preliminary agreement or binding sale and purchase agreement (hereinafter referred to as PPJB).

PPJB is made automatically notarial is an authentic deed in accordance with Article 1868 of the Civil Code (BW) which states that "An authentic deed is a deed made in a form determined by law by or before a public official authorized to do so in the place where the deed is made.". In relation to this authentic deed, Article 1870 of the Civil Code (BW) confirms that a deed made before a Notary has perfect evidentiary power, which reads as follows: "An authentic deed provides between the parties and their heirs or those who get rights from them, a perfect proof of what is contained in it."

In the PPJB there has been no formal transfer of rights regarding ownership of houses or apartment units from the developer to the consumer. However, conceptually, PPJB is an agreement that falls within the scope of Article 1313 of the Civil Code (KUHPerduta). Consequently, PPJB originates from the freedom of the parties to make agreements in accordance with what is regulated in Article 1338 of the Criminal Code, namely the principle of consensuality, agreements are to be kept and the basis of freedom of contract.

In this regard, the PPJB contains general principles that apply to engagements, namely:⁸

- 1. foundation of trust, implies that everyone who will enter into an agreement will fulfill every achievement held between them in the future.*
- 2. Basis of Legal Equality, that legal subjects who enter into an agreement have the same position, rights and obligations in law. They are not differentiated from one another, even though the legal subjects differ in skin color, religion and race.*
- 3. Basic Balance, namely the principle that requires both parties to fulfill and implement the agreement. Creditors have the power to demand performance and, if necessary, can demand repayment of performance through the debtor's assets, but the debtor also bears the obligation to carry out the agreement in good faith. In other cases, it is not only limited to fulfilling obligations, but also there is a balance in the positions of the parties.*
- 4. Basis of Legal Certainty, Agreements as legal figures must contain legal certainty. This certainty is expressed in the binding power of the agreement, namely as law for those who make it.*
- 5. Moral Basis, this moral principle is bound up in a reasonable agreement, that is, a person's voluntary action cannot claim the right for him to sue the performance of the debtor. This looks deep business management, that is, someone performs an action voluntarily (morally).*
- 6. Basics of Propriety, which is stated in Article 1339 of the Civil Code. This principle relates to provisions regarding the contents of the agreement.*
- 7. Basic Habits, this principle is seen as part of the agreement. An agreement is not only binding for what is expressly regulated, but also things that are customarily followed.*
- 8. Basic Protection, which implies that debtors and creditors must be protected by law.*

⁷ R. Subekti, *Aspek-Aspek Hukum Perikatan Nasional*, (Bandung: Citra Aditya Bakti, 1998), hal. 29

⁸ Mariam Darus Badruzaman, dalam buku Salim H.S., 2011, *Hukum Kontrak* (Teori & Teknik Penyusunan Kontrak), hal. 13-14.

Specifically, PPJB is included in sales and purchase agreements, which means: "an agreement by which one party binds himself to deliver an item, and the other party to pay the promised price".⁹ More broadly, Prof. Wirjono defines buying and selling as a legal act regarding assets between two parties, where one party promises or is deemed to have promised to do something or not to do something, while the other party has the right to demand the implementation of that promise.¹⁰

Even though the PPJB is preliminary, it has a consensual nature where the agreement or agreement is valid when an agreement is reached between the seller and the buyer regarding the main elements, namely goods and price. This characteristic is confirmed in Article 1458 of the Civil Code which reads: "A sale and purchase is deemed to have occurred between the two parties when they have reached an agreement regarding the goods and the price, even though the goods have not been delivered or the price has not been paid."¹¹ So developers are tied to consumers face to face regarding rights and obligations through PPJB and there is no need to wait for the object, namely the flat unit, to be physically available.

PPJB is a legal instrument of sale and purchase between the seller (developer) and the buyer (debtor) before the AJB can be signed. This happens for the following reasons:

- 1) The construction of the house/apartment has not been completed, but a certificate has been issued in the name of the developer;*
- 2) The construction of the house/apartment has been completed, but the master certificate in the name of the developer is still in the process of being resolved/ splitting;*
- 3) The construction of the house/apartment has not been completed and the master certificate in the name of the developer is still in the process of being resolved/ splitting;*
- 4) The Sales Value of Tax Objects (NJOP) or Land and Building Tax (PBB) has not yet been issued, which is the basis for calculating the Land and Building Rights Acquisition Fee (BPHTB), which is one of the conditions for transferring rights to AJB;*
- 5) The BPHTB has been validated and paid and the condition of the certificate has been broken but the mortgage is being installed because it is credit collateral;*
- 6) The certificate has been broken but cannot be done clearance tax certificates and validation related to limited conditions of Tax Office and Land Office Services.*

So, it can be interpreted that PPJB plays a role in guaranteeing the fulfillment of the rights and obligations between the parties in land and building sale and purchase transactions as long as the elements that prevent the actual sale and purchase from being carried out have not been completed.

The application of the principle of legal certainty in making PPJB is the main thing in order to regulate the rights and obligations of each party and to avoid the existence of an unbalanced situation between the parties, especially domination by the other party. developer.

Legal certainty is not only related to the articles contained in the law but also the consistency in the judges' decisions that have been decided.¹² Where Right Uncertain, There No Right (where there is no legal certainty, there is no law). Gustav Radbruch put forward 4 (four) underlying things related to the meaning of legal certainty, namely:

- a. First, law is positive, meaning that positive law is legislation.*
- b. Second, the law is based on facts, meaning it is based on reality.*

⁹ Kitab Undang – Undang Hukum Perdata, Pasal 1457

¹⁰ Wirjono Prodjodikoro, *Asas – Asas Hukum Perjanjian*, hal. 17.

¹¹ Subekti, *Hukum Perjanjian*, hal. 80.

¹² H. Salim HS, *Perkembangan Teori Dalam Ilmu Hukum*, PT Raja Grafindo Persada, Jakarta, 2010, h.82.

- c. Third, facts must be formulated in a clear way to avoid errors in meaning so that they are easy to implement.
- d. Fourth, positive law cannot be easily changed. According to Gustav Radbruch, this is based on the fact that legal certainty is certainty about the law itself.

Legal certainty is a product of law or more specifically legislation.¹³ In this writing, the theory of legal certainty will analyze when a regulation is created and promulgated which will definitely regulate it clearly and logically. Clear means that it does not give rise to doubt and logical means that a system of norms combines with other norms so that they do not conflict with each other so that it does not give rise to conflict of norms or a void in norms.¹⁴ Legal protection that can be carried out by Bank BTN to create balance between the parties in business transaction practices in accordance with Bank BTN Directors SE No. 57 of 2019 dated 19 November 2019 concerning Amendments to Directors' Circular Letter Number 41/DIR/SMD/2017 dated 24 July 2017 concerning Instructions for Implementing Subsidized BTN Home Ownership Credit Agreements Using Deeds of Sale and Purchase Agreements (PPJB) and Special Policies for Implementing Credit Agreements Non-Subsidized BTN KPR/KPA Using PPJB dated April 5 2022, as outlined in Joint Memo No. 378 /M/NSLD/PDP/IV/2022 from the Non Subsidized Mortgage & Personal Lending Division (NSLD) and No. 281 /M/SMD/PPD/IV/2022 from the Subsidized Mortgage Division (SMD) dated 18 April 2022 concerning Submission of Developer Segmentation Determination Policy, the contents of which are as follows:

1. PPJB is implemented using the PPJB Lunas scheme which is created and legalized before a Notary.
2. The PPJB provisions determined by Bank BTN at least include clauses which are essentially as follows:
 - a. The buyer (Debtor) acknowledges and understands that payment in full has been made with the seller (Developer) by utilizing the BTN KPR Credit facility as contained in the Credit Agreement (PK).
 - b. Developer's obligation to complete house construction and documents (Certificate, AJB, and IMB/PBG) within the specified time period.
 - c. Blocking the realization of KPR of a certain value based on the value of the guarantee fund.
 - d. If by the specified time limit the AJB has not been signed and/or completed a certificate in the name of each Debtor, then the AJB will be signed based on the power of attorney granted by the Developer. and/or The Bank can hand over the certificate processing process to the PPAT Notary or other party appointed by the Bank with a fee debited from the existing retention fund/guarantee fund, but this does not eliminate the Developer's obligation to be responsible for the issuance of each certificate in the name of the Debtor, so If the retention funds/guarantee funds are insufficient, the Developer will bear the shortfall in costs.
 - e. And. In the event that the Debtor is in default or is in arrears for a maximum of 3 (three) months in installments according to the PK and PPJB and has not been followed up with the signing of the AJB, the Developer agrees and authorizes the Bank to decide that the Developer will take over the Debtor's credit through Subrogation or buy back the Debtor's collateral with the purchase proceeds. The return is used to pay off Bank BTN's KPR.
 - f. The developer also signs the Deed Buy Back Guarantee regularly notarial which contains the Developer's obligations and ability to pay off all of the Debtor's debts to the Bank arising in connection with the purchase of land and landed houses/flats which have been sold by the Developer to the Debtor based on the PPJB in full at the remaining price. outstanding if the specified time limit occurs, the following conditions occur:

¹³ Said Sampara dkk, *Pengantar Ilmu Hukum*, Total Media, Yogyakarta, 2011, h.40.

¹⁴ *Ibid.*

1. The developer does not complete the physical construction of the house and/or complete the legal documents for land and building ownership within the specified time limit; and/or
 2. The Debtor does not pay the Credit/financing installment obligations to the Bank a maximum of 3 (three) installments before the implementation of the AJB, the failure to make these payments is proven by the first, second and third warning letters from the Bank to the Debtor and a copy of which is also sent to the Developer.
- g. Collateral binding using SKMHT and/or Mortgage Rights are carried out after signing the AJB.

Conclusion

Legal protection that can be provided by Bank BTN for parties to create legal certainty is in the following way:

a) For BTN Bank

1. Power of attorney from the developer to the notary if completion of the certificate has passed the specified time limit.
2. There is a buy-back guarantee (Buy Back Guarantee) from the developer to the Bank if the debtor/buyer does not pay the Credit/financing installment obligation to the Bank in a maximum of 3 (three) installments before the AJB is implemented.

b) For Debtors / Buyers

1. There is a blocking of KPR realization of a certain value based on the value of the guarantee fund.
2. The Developer's obligation to complete the construction of the house and documents (Certificate, AJB, and IMB/PBG) within the specified time period is guaranteed through monitoring from Bank BTN.

c) For Developers / Sellers

1. Certainty of payment from the buyer with the convenience of the BTN KPR credit agreement through the PPJB mechanism.

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