

A House Purchase Transaction That Has Been Paid in Full But the Sale and Purchase Deed Has Not Been Executed by PPAT, Resulting in Losses for the Buyer (Case Study Number: 15/Pdt.G/2023/PN.Gdt)

Zulfi Diane Zaini¹ Farel Ade Ari Indroko²

Legal Studies Program, Faculty of Law, Universitas Bandar Lampung, Bandar Lampung City,
Lampung Province, Indonesia^{1,2}

Email: zdianezaini@ubl.ac.id¹ fareladeariindroko@gmail.com²

Abstract

This research examines the juridical aspects of the collateral object of the credit agreement that was entered into by the developer and has been sold in full to the buyer. The research background involves the complexity of property transactions, where house ownership certificates are often used as collateral for credit loans. However, cases of non-compliance and fraud by developers and Notaries/PPATs can be detrimental to buyers, especially in cases that occurred at Feros Estate Housing, Pesawaran Regency, Lampung Province. The problem of this research is: What is the legal protection for home buyers whose objects have been guaranteed in advance by the developer to the bank (Case Study Number: 15/Pdt.G/2023/PN.Gdt)? and Legal consequences that arise between the home buyer and the bank as a result of the object having become a collateral object in the banking credit agreement (Case Study Number: 15/Pdt.G/2023/PN.Gdt)? The research method used in this research is a normative and empirical juridical approach using secondary and primary data. Next, the analysis is carried out qualitatively. As a discussion in this research, there is legal protection for home buyers whose objects have been guaranteed in advance by the developer to the bank based on Case Number: 15/Pdt.G/2023/PN.Gdt, namely: The existence of a Land Deed Making Officer (PPAT) Professionals are the main guarantors in ensuring accuracy, legal security and high professionalism in every transaction. PPAT has a big role, starting from checking the legality of documents to making a Sale and Purchase Deed (AJB), which provides legal certainty to buyers. Legal protection for home buyers does not only depend on the seller, but also on PPAT's obligation to provide complete information, check the legality of documents, and ensure the transaction process complies with established standards and regulations. Next is a discussion of the research regarding the legal consequences that arise between the home buyer and the bank as a result of the object having become a collateral object in a banking credit agreement based on Case Number: 15/Pdt.G/2023/PN.Gdt, namely: In a house buying and selling transaction with objects pledged as collateral to the bank, it can be concluded that the situation involves a complex series of risks and legal consequences. Several parties such as buyers, sellers, PPAT, and banks may face legal action depending on their role and contribution in the transaction. In house buying and selling transactions with objects pledged as collateral to the bank, high vigilance and the involvement of professional parties are required to mitigate legal risks that may arise. Preventive measures and awareness of legal aspects are very important to ensure the smoothness and validity of property transactions. The suggestions in this research are: The legal protection provided to home buyers in home buying and selling transactions is considered to be inadequate in protecting and providing rights for the community, especially prospective home buyers, the process is still quite complicated and many people didn't know it. So the relevant authorities, such as BPN, can increase supervision and carry out internal audits of PPAT. This is done in order to help and ensure that PPAT carries out its duties properly and provides maximum legal protection. Furthermore, the Government can do several things to reduce legal consequences, one of which is strengthening consumer protection regulations related to property transactions, especially when involving banks or PPAT.

Keywords: House Purchase Transaction, Paid in Full, Preparation of Sale and Purchase Deed (AJB), Buyer's Losses



This work is licensed under a [Creative Commons Attribution-NonCommercial 4.0 International License](https://creativecommons.org/licenses/by-nc/4.0/).

INTRODUCTION

A house is a place to live which is a basic need for humans to fulfill their living needs. Apart from functioning as protection from rain and heat, the house also functions as a place for gathering, worship, and so on. Human needs for housing are increasing over time due to increasing population. This makes it increasingly difficult for people to meet their housing needs because there is less and less land available and land prices are getting higher. As time goes by, houses are not only considered as places to live, but many people make houses a long-term investment object, especially for groups of people with middle and upper economic levels. Many people are making houses an investment object because the value of houses and land continues to rise and demand is increasing, so you can be sure that the investment made will definitely be profitable. Apart from being used as an investment object, house ownership certificates are also often used as collateral for borrowing funds (credit) from banks. The reasons for credit vary according to the needs of each community, but most of the purpose of this is to serve as capital for business and is also often used to pay debts. Apart from being implemented by the government, the private sector also takes part in providing housing. Many people buy houses through developers because according to some people this can save time and costs. Apart from the Government and the private sector, there are other parties who also play a role in assisting the home ownership process, namely the Notary/PPAT, which is an official who represents the State in the role of making an authentic Deed of Sale and Purchase of a House. A deed made by a Notary/PPAT provides legal certainty, which means it guarantees that someone can carry out behavior in accordance with the provisions of the applicable law and this also applies vice versa. In other words, legal certainty will be a shield or basis for ownership rights over objects for which a Notary/PPAT has made a Deed. In line with the home buying and selling transaction process by the Developer, this will be related to the Notary/PPAT as the party tasked with making authentic deeds regarding deeds, agreements and provisions in accordance with statutory regulations. According to the conditions, the house purchase process carried out before a Notary/PPAT will provide legal certainty and a sense of security for consumers who want to buy a house, but in some cases many Notaries/PPAT and Developers commit fraudulent acts with the aim of gaining profit for themselves, so that There are many disputes that result in consumers becoming victims of these actions. Unlawful acts committed by developers and notaries/PPATs will be very detrimental to consumers, such as the case that occurred in one of the houses in FE Housing, Gedong Tataan District, Pesawaran Regency, Lampung Province. In August 2020, an agreement was made between the buyer and the developer to build a house at FE Housing, through cash payments in stages (cash tempo). After the down payment was made in August 2020, the house immediately started to be built.

In May 2021 the house began to be occupied by buyers. The repayment of the house was completed in September 2021, after 2 months of repayment the buyer and developer came to the Notary/PPAT Office to continue the process of transferring the name of the house. Basically, when you have paid off the house you purchased, the buyer has the right to obtain a Sale and Purchase Deed (AJB), but when you visit the Notary/PPAT office, the Notary/PPAT only provides a Sale and Purchase Agreement (PJB) and the Notary/PPAT provides information. fake to the buyer. The position of the PJB Deed in the land sale and purchase process is the initial agreement before the AJB is made as a condition for the transfer of land rights in the certificate. The PJB Deed is not proof of the transfer of land rights. Based on this, the land sale and purchase agreement requires an AJB to be made immediately after the Deed of Sale and Purchase Agreement is completed (paid off) as proof of the transfer of land rights. Apart from that, the making of the sale and purchase binding deed must be done in good faith and openly so that the sale and purchase can be carried out smoothly (Cipta: 2020).

When signing the Sale and Purchase Agreement, the Notary/PPAT explained that the process of changing the name would take 6 months. After the promised time had passed, the buyer did not get his rights and held a meeting with the developer. From the meeting held, it was found that the house certificate was being used as collateral for credit at one of the BPR banks in Bandar Lampung. Credit is the provision of money or bills that can be equated with it, based on an agreement or loan agreement between the bank and another party which requires the borrower to pay off the debt after a certain period of time with interest (Fitriani: 2017). The object of the sale and purchase deed is land rights and ownership rights to the apartment unit. This can be an empty plot of land or one with buildings on it. Land rights for which a sale and purchase deed can be made by PPAT are property rights, building rights, sale and purchase rights regarding use rights must follow the provisions of Article 43 UUPA and business use rights (Fea: 2016). At the end of the meeting an agreement was made stating that the Developer would be responsible for his actions. However, until the time specified, the Developer and Notary/PPAT are not responsible for their actions.

Based on the description of the background above and related cases, the author wishes to study and discuss further by conducting research entitled "House Purchase Transactions That Have Been Paid in Full, But the Sale and Purchase Deed Has Not Been Made by Ppat, Causing Losses to the Buyer (Study) Case Number: 15/Pdt.G/2023/PN.Gdt)". Based on the background above, the author formulates the problem as follows: What is the legal protection for home buyers whose objects have been guaranteed in advance by the Developer to the Bank (Case Study Number: 15/Pdt.G/2023/PN.Gdt) ? and what are the legal consequences that arise between the home buyer and the bank as a result of the object having become a collateral object in the banking credit agreement by the Developer (Case Study Number: 15/Pdt.G/2023/PN.Gdt)? The aim of this research is as follows: To find out, understand and analyze legal protection for home buyers whose objects have been guaranteed in advance by the developer to the bank. To find out, understand and analyze the legal consequences that arise between the home buyer and the bank as a result of the object having become a collateral object in the banking credit agreement by the Developer.

RESEARCH METHODS

Research methods for the problems that will be discussed require a structured method to provide information that is appropriate to scientific aspects which is then easy for the general public to understand. Methodology comes from the basic words method and logic. Method means a way to do something in an orderly (systematic) manner, while logic means science based on logical thinking. Research methods mean the knowledge of how to conduct research in an orderly (systematic) manner. Legal research methods mean the knowledge of how to conduct legal research in an orderly (systematic) manner (Abdulkadir: 2004). Research methodology as a science is always based on empirical facts that exist in society. These empirical facts are worked out methodically, arranged systematically, and explained logically and analytically. The focus of research is always directed at discovering new things or developing existing knowledge.

Problem Approach

1. Normative Juridical Approach. An approach that views legal issues as rules that are considered in accordance with normative juridical research. This normative juridical research carried out a literature study (Library Research) on matters of a theoretical nature, namely an approach carried out by studying legal principles in undergraduate theories/opinions and applicable laws and regulations.

2. Empirical Approach. The Empirical Approach is an approach carried out through direct research on the research object by means of observation and interviews related to the research problem.

Data Sources and Types

1. Data Source. In conducting this research, data is needed that comes from secondary data in the form of binding, literature, legal dictionaries, newspapers, print media and electronic media and from the results of direct research in the field.
2. Data Type. The types of data sourced from the data used in research consist of:
 - a. Secondary Data. Secondary data is data obtained through library research (Library Research) such as books, literature and scientific works related to research problems. Secondary data consists of 3 (three) legal materials, namely
 - a. Primary legal materials are legal materials that are binding and have authority. Primary legal materials can be differentiated into primary legal materials that are mandatory authority (covering laws and regulations issued in their own jurisdiction and decisions of judges) and persuasive authority (covering laws and regulations issued in other countries' jurisdictions but that involve the same thing, a judge's decision in another country's jurisdiction) In this writing, the primary legal materials used are:
 - a) The 1945 Constitution of the Republic of Indonesia (Amendment Results)
 - b) Civil Code.
 - c) Herzien Inlandsch Reglement (HIR)/Rechtreglement Voor De Buitengewesten (RBG)
 - d) Law Number 7 of 1992 in conjunction with Law Number 10 of 1998 concerning Banking and most recently has been amended and added to Law Number 4 of 2023 concerning Development and Strengthening of the Financial Sector.
 - e) Law Number 5 of 1960 concerning Basic Agrarian Principles Regulations.
 - f) Government Regulation Number 24 of 1997 concerning Land Registration.
 - g) Financial Services Authority Regulation Number 12/ POJK.03/ 2021 concerning Commercial Banks.
 - h) Financial Services Authority Regulation Number 13/POJK.03/2021 concerning Commercial Bank Product Operators.
 - b. Secondary legal materials are legal materials that provide explanations of primary legal materials such as; literature books and scientific works related to research problems.
 - c. Tertiary legal materials are legal materials that provide instructions and explanations for primary legal materials and secondary legal materials, among others; Indonesian Dictionary, English Dictionary, Legal Dictionary, magazines, newspapers, print media and electronic media.
 - d. Primary data. Primary data is data obtained from researchers directly from research objects in the field (Field Research) which is carried out by means of direct interviews and observations, regarding the object of collateral for the credit agreement made by the developer and which has been sold in full to the buyer.

Data Collection Procedures

In order to complete the testing of the results of this research, a data collection procedure was used which consists of:

1. Literature Study (Library Research). Data collection was carried out by conducting a library study (Library Research). Literature study is intended to obtain direction of thought and

research objectives by reading, quoting and reviewing supporting literature, statutory regulations and other scientific reading materials that are related to the problem to be discussed.

2. Field Studies (Field Research). Field data collection (Field Research) is carried out in 2 (two) ways, namely:

a. Observation (Observation). Observation or observing is an activity towards a process or object with the aim of observing and then understanding the knowledge of a phenomenon based on previously known knowledge and ideas, to obtain the information and facts needed to continue a research. This research was carried out at the research location, namely the Law Firm Office.

b. Interview (Interview). Interview (Interview), namely collecting data by conducting interviews (interviews) directly with the help of a list of open-ended questions related to the problem. Interviews were conducted with resource persons. Interviews were conducted with sources:

1) Wahyu Widyatmiko, S.H., M.H., CPM Advocate/Legal Consultant: 1 Person

2) Notary/PPAT Ismarina, S.H: 1 person

3) Lampung Province Regional Police (POLDA) Ditreskrim Investigator: 1 person

Data Management Procedures

After the data is collected, the next step is to carry out data processing, namely the activity of tidying up and analyzing the data, This activity includes data selection activities by checking the data obtained regarding its completeness, classifying data, grouping data systematically. Data processing activities can be carried out in the following ways:

1. Data Classification, namely by grouping data according to the problems to be discussed.

2. Data Inventory, namely to determine the completeness of the data, whether the data is good or not and the certainty of the data regarding the subject matter that will be discussed.

3. Data Systematization, namely data that has been classified and then placed according to the position of the main problem systematically.

Data Analysis

After the data has been collected as a whole, both obtained from the results of literature studies and field studies, it is then analyzed qualitatively, namely by describing the problem based on research and discussion in the form of an explanation or description sentence by sentence which is arranged systematically. After data analysis is carried out, a deductive conclusion is drawn, a way of thinking based on general facts, then a specific conclusion is drawn as an answer to the problem based on the research results.

RESEARCH RESULTS AND DISCUSSION

Legal protection for home buyers whose objects have been previously guaranteed by the developer to the bank based on case number: 15/Pdt.G/2023/PN.Gdt.

Legal protection is providing protection for human rights that are harmed by other people and this protection is given to the community so that they can enjoy all the rights granted by law (Satjipto: 2020). Legal protection is a principle that is the foundation of the rule of law, divided into preventive legal protection; preemptive protection and repressive legal protection. Preventive efforts aim to prevent violations of the law through regulations that provide limitations in carrying out obligations. Preemptive protection is an action taken at the level of the decision-making and planning process. Meanwhile, repressive legal protection focuses on resolving disputes and providing sanctions for violations that have occurred. In the Indonesian

context, legal protection is reflected through various laws such as civil, consumer and child legal protection. Through this legal framework, the State seeks to maintain a just, peaceful and prosperous life, and uphold the rule of law. Fines, imprisonment, and additional penalties provide the ultimate form of protection against violations. Legal protection is the main foundation in creating a society that obeys the rules, prioritizes justice, and avoids potential conflict. With a comprehensive legal protection system, it is hoped that an environment that supports prosperity and order can be created. Home is a basic need and has a very important function for human life. There are still many members of society who do not own a house, especially those with low incomes. In order to meet their needs, it is very difficult for people with low incomes to own a house in cash. The government provides a program to make it easier for people to meet their housing needs, namely the Home Ownership Credit program (Handri: 2003).

Based on the results of an interview with Mr. Wahyu Widyatmiko as an advocate from the Wahyu Widyatmiko & partners law office, the position of a professional Land Deed Drafting Officer (PPAT) has many important meanings in the context of property and land transactions. Furthermore, professional PPATs have an in-depth understanding of property law and related regulations. Thus, they can provide maximum legal protection to parties involved in land and property transactions. Furthermore, PPAT must also ensure and be responsible for the legality of land and property sale and purchase transactions. Where the PPAT must carefully make a valid Deed of Sale and Purchase (AJB) and provide legal certainty, so that property ownership rights can be transferred with strong legality. A professional PPAT has the obligation to check the legality of documents, especially at the National Land Agency (BPN) office at the location where the PPAT practices and where property-related transactions occur. This includes checking the ownership status, whether there is a guarantee burden from a particular bank on the owner of the certificate (seller) and also includes disputes between the parties, so that buyers can buy property without worrying about causing hidden legal problems over the certificate owned by them. the seller/developer. In practice, PPAT must play a role in accordance with applicable regulations and legal provisions. The existence of a professional PPAT ensures that property transactions take place in accordance with established standards and regulations. With a professional PPAT, all parties involved in property transactions can feel confident that the process is carried out with accuracy, legal security and high professionalism. This supports integrity and trust in the property industry.

Based on the results of an interview with Mr. Brigadier Aprian Kartika Chandra as an Investigator at the Lampung Police Ditreskrimum, he stated that in this case there are several options that can be made by the buyer as the party who is disadvantaged by the seller, PPAT, or the Bank, namely: settlement through non-litigation channels that produce win-win solutions or through litigation (through the Court Institution). However, after receiving an explanation from the police and the legal advisor's office from the buyer, it turned out that the agreement taken was a settlement through litigation, namely through the settlement of General Criminal Claims against parties who suffered losses to the buyer, namely: the Seller; PPAT Party; and also the Bank. Furthermore, based on the results of an interview with Mr. First Brigadier Aprian Kartika Chandra as the Lampung Regional Police Ditreskrimum Investigator, he stated that the buyer had also filed a Civil Suit against the parties who had harmed the buyer as mentioned above, in the hope that the buyer could receive back the compensation they had suffered from the party. - the party causing the loss as mentioned above.

In the case taken for this research, it was discovered that there were many oddities committed by the PPAT and the seller/developer. The oddities that can be identified include, among other things, during the transaction to pay off the purchase of a house on a plot of land

with an area of 99 m². It turns out that based on the results of an interview with Mr. Wahyu Widyatmiko as an advocate from the Wahyu Widyatmiko & Partners law office, the transaction for paying off the house on the land was not carried out by the PPAT concerned and the buyer did not sign the land sale and purchase deed even though the transaction had been paid off by the buyer. This shows that PPAT's unprofessionalism as a public official appointed by the State even though he does not receive a salary from the State. Based on the results of an interview with Mr. Wahyu Widyatmiko as an advocate from the Wahyu Widyatmiko & Partners law office, legal protection for buyers from the PPAT and home sellers/developers that must be carried out by both parties in carrying out the sale and purchase transaction must be in accordance with the regulations and legal basis. related to the transaction. There are several things that must be done by the seller in order to legally protect the buyer:

1. That the seller actually shows the certificate of ownership of the land for which the transaction will be carried out between the buyer and seller. This matter must be adjusted to article 1320 of the Civil Code which regulates the conditions for the validity of an agreement, namely: Agreement; proficiency; a certain thing; lawful reasons. The certificate presented by the seller/developer to the buyer must immediately complete the transfer of name process if the certificate has not been transferred to the name of the seller/developer. If this cannot be fulfilled by the Developer then the legal consequences of the agreement will be null and void. Where this provision is one of the conditions for the validity of an agreement regarding a certain matter. Therefore, in a house sale and purchase agreement, the certificate presented by the seller/developer is the main requirement so that after the house sale and purchase transaction it will be valid and provide legal certainty to the buyer.
2. Legal protection from the PPAT to the buyer, namely, the Land Deed Making Officer (PPAT) has an important role in legal protection for the home buyer based on the agreement. PPAT is an official who has the authority to make deeds relating to land and property, including house sale and purchase deeds. The legal protection provided by PPAT to home buyers can be explained as follows: In the case of a settlement transaction for house and/land objects carried out by the buyer and the seller, this is known to PPAT. Deed of Sale and Purchase of Land and Buildings (AJB), PPAT makes a Deed of Sale and Purchase of Land and Buildings (AJB) as legal and official evidence of the transfer of property ownership from the seller to the buyer. With AJB, ownership of the house is legally transferred to the buyer. This provides strong legal protection against claims or disputes that might give rise to disputes between the two parties in the future. Document Legality Check PPAT is responsible for checking the legality of documents related to land and building ownership. This includes checking ownership status, whether there are any expenses or debts still related to the property. By carrying out this inspection, PPAT helps ensure that the buyer receives the property without any hidden legal issues. Deed Registration at the Land Office. After making the AJB, PPAT will register the deed at the local land office. This registration provides legal certainty regarding property ownership, and this information can be accessed by the public. Buyers have protection because their ownership is officially recorded. Guarantee of Property Rights, With the AJB and registration at the land office, buyers receive a guarantee of title to the property they buy. This includes guarantees that the seller has the legal right to sell the property and that the buyer obtains legal title. Delivery of Complete Information, PPAT has the obligation to provide complete and clear information to the buyer regarding all matters related to the property sale and purchase transaction. This includes the terms of the agreement, the buyer's rights and obligations, as well as other important relevant information. Thus, the role of PPAT is very important in providing legal protection to home buyers, so that they can obtain property with legal certainty and avoid potential problems in the future.

Legal consequences that arise between the home buyer and the bank as a result of the object having become a collateral object in the banking credit agreement based on case number: 15/Pdt.G/2023/PN.Gdt.

Legal consequences are the consequences given by law for a legal event or action of a legal subject (Marwan: 2003). Based on the Indonesian dictionary, consequence means something that is the end or result of an event, condition or condition that precedes it. In connection with the description above, it can be analyzed that there are legal consequences that arise between the buyer, seller, PPAT and the bank, which are as follows:

1. Buyer: The buyer may face the risk of losing money or property rights if the transaction goes wrong. The buyer can file a lawsuit against the seller, PPAT, or the bank depending on the form of the case at hand, such as fraud, negligence, or breach of contract and banking crime.
2. Sellers: Sellers can face legal action if it is proven that they provided false information, covered up property problems, or violated contractual obligations. They may be required to compensate or return payment to the buyer.
3. Land Deed Making Official (PPAT): If PPAT is involved in irregularities or negligence in the deed making process, they can be legally responsible. The buyer or bank can file a lawsuit against PPAT if it is proven that they did not carry out their obligations professionally or provided inaccurate information and also that PPAT did not carry out their profession in a professional manner that provides legal certainty to the parties in what happened between them.
4. Banks: Banks as credit providers or holders of mortgage rights to property may face the risk of financial loss. If the Bank does not implement the principle of prudence, it will be difficult for the credit given to customers to be returned if problematic credit up to bad credit arises. Because the aim of the precautionary principle is to ensure that the Bank is always in a healthy, liquid and solvent condition. For this reason, the Bank cannot ignore the application of the precautionary principle in analyzing the collateral used by the customer for credit loans so that the customer can repay the loan on time. Sometimes this is what often arises in civil disputes between the bank and debtor customers. If the buyer cannot fulfill its obligations, the bank can take collection steps, including confiscating and selling the property to recover the debt.
5. Joint or Mutual Claims: The parties involved in the transaction can sue each other. For example, the buyer can file a lawsuit against the seller and at the same time involve PPAT or the bank if it is proven that they contributed to the transaction problem.
6. Termination of Transaction or Cancellation of Deed: The buyer can file a request for cancellation of the sale and purchase deed to the local District Court in the seller's respective work area and/or termination of the transaction based on certain reasons, such as inaccurate information or breach of contract. This can result in the sale and purchase deed being canceled or the transaction being deemed invalid.

Based on the cases above, it can be clearly seen that the legal consequences arising from problematic transactions can vary greatly depending on the specific facts and conditions of each case. Thus, based on the description above, there are several things that should be taken care of, especially in home buying and selling transactions that use a PPAT, where the PPAT must be used with the concept of professionalism from the PPAT deed issued based on the original minutes of the PPAT.

CONCLUSION

Based on the results of the discussion and research on the problem, it can be concluded as follows: Legal protection for home buyers is important in property transactions. The

existence of a professional Land Deed Drafting Officer (PPAT) is the main guarantor in ensuring accuracy, legal security and high professionalism in every transaction. PPAT has a big role, starting from checking the legality of documents to making a Sale and Purchase Deed (AJB), which provides legal certainty to buyers. Legal protection for home buyers does not only depend on the seller, but also on PPAT's obligation to provide complete information, check the legality of documents, and ensure the transaction process complies with established standards and regulations. In this way, integrity and trust in the property industry can be maintained, creating a conducive legal environment, supporting prosperity and providing legal certainty, especially for buyers. The legal consequences that arise between the buyer, seller, PPAT, and the bank in a house buying and selling transaction with an object secured by the bank, can be concluded that this situation involves a series of risks and complex legal consequences. Several parties such as buyers, sellers, PPAT, and banks may face legal action depending on their role and contribution in the transaction. In conclusion, house buying and selling transactions with objects pledged as collateral to the bank require high vigilance and the involvement of professional parties to mitigate legal risks that may arise. Preventive measures and awareness of legal aspects are very important to ensure the smoothness and validity of property transactions.

Suggestion: The legal protection provided to home buyers in home buying and selling transactions is considered to be insufficient in protecting and providing rights for the community, especially prospective home buyers, the process that is followed is still quite complicated and many people do not know about it, therefore The relevant authorities, such as BPN, can increase supervision and carry out internal audits of PPAT. This can help ensure that PPAT carries out its duties properly and provides maximum legal protection. As well as ensuring that there are strict sanctions and law enforcement against violations or negligence committed by PPAT and sellers/developers. This can provide a deterrent effect and increase compliance with regulations. The government must also increase education for the public, especially property buyers, about the legal rights of buyers, the role of PPAT, and correct property transaction procedures. This can help create a safer transaction environment. The government can do several things to reduce legal consequences, one of which is strengthening consumer protection regulations related to property transactions, especially when involving banks or PPAT. This can include legal enforcement of buyers' rights and stricter sanctions for violations of existing contracts and regulations. The government should also strive to increase buyers' legal understanding regarding the property transaction process, their rights, and the actions they can take in problematic situations. Legal education for the public can help reduce risks and increase awareness.

BIBLIOGRAPHY

- Abdulkadir Muhammad. 2004. *Hukum Dan Penelitian Hukum*, Citra Aditya, Bandung.
- Abdulkadir Muhammad. 2014. *Hukum Perdata Indonesia*, Citra Aditya Bakti, Bandung.
- Abdurrahman. 1993. *A Ensiklopedia, Ekonomi Keuangan, Perdagangan*, Pradya Paramita, Jakarta.
- Bambang Sunggono. 1995. *Pengantar Hukum Perbankan*, Mandar Maju, Bandung.
- Cipta, R. A. 2020. *Akta Pengikatan Jual Beli Tanah Sebelum Dibuatnya Akta Pejabat Pembuat Akta Tanah*. Jurnal *Notarius*, Volume 13, Nomor 2.
- Fea, D. R. O., & Radhite, D. 2016. *Buku pintar mengurus sertifikat tanah rumah & perizinannya*. Buku Pintar, Yogyakarta.
- Fitriani, I. L. 2017. *Jaminan Dan Agunan Dalam Pembiayaan Bank Syariah Dan Kredit Bank Konvensional*. Jurnal *Hukum & Pembangunan*, 47(1), 124.
- Herzien Inlandsch Reglement (HIR)/Rechtreglement Voor De Buitengewesten (RBG)*

- Irianto, S. 2020. *Pemahaman Tentang Pengertian Pasal 1321 KUHPerdota Dalam Hukum Perjanjian*. Spektrum Hukum.
- J. Satrio. 2001. *Hukum Perikatan, Perikatan Yang Lahir Dari Perjanjian*, Cetakan Kedua. Citra Aditya Bakti, Bandung.
- Kasmir. 2018. *Dasar-Dasar Hukum Perbankan*, Raja Grafindo, Bandung.
- Kitab Undang-Undang Hukum Perdata.
- Lukman Santoso. 2011. *Hak Dan Kewajiban Nasabah Hukum Bank*, Pustaka Yustisia, Yogyakarta.
- Marwan Mas. 2003. *Pengantar Ilmu Hukum*, Ghalia Indonesia, Bogor.
- Mudrajad Kuncoro. 2011. *Manajemen Perbankan*, Bpfe, Yogyakarta.
- Muhammad Djumhana. 2000. *Hukum Perbankan di Indonesia*, PT. Citra Aditya Bakti, Bandung.
- Peraturan Otoritas Jasa Keuangan Nomor 12/ POJK.03/ 2021 tentang Bank Umum.
- Peraturan Otoritas Jasa Keuangan Nomor 13/POJK.03/2021 tentang Penyelenggara Produk Bank Umum.
- Peraturan Pemerintah Nomor 24 Tahun 1997 Tentang Pendaftaran Tanah.
- Rachmadi Usman. 2001. *Aspek-Aspek Hukum Perbankan di Indonesia*, Gramedia Pustaka Utama, Jakarta.
- Satjipto Rahardjo. 2000. *Ilmu Hukum*, PT. Citra Aditya Bakti, Bandung.
- Terok, G. (2013). *Fungsi Jaminan dalam Pemberian Kredit*. *Lex Privatum*, 1(5).
- Undang-Undang Dasar Negara Republik Indonesia 1945 (Hasil Amandemen).
- Undang-Undang Nomor 5 Tahun 1960 Tentang Peraturan Dasar Pokok-Pokok Agraria.
- Undang-Undang Nomor 7 Tahun 1992 jo Undang-Undang Nomor 10 Tahun 1998 Tentang Perbankan dan terkini telah diubah dan ditambahkan dengan Undang-Undang Nomor 4 Tahun 2023 Tentang Pembangunan dan Penguatan Sektor Keuangan.
- Verryn Stuart G.M. 2010. *Bank Politik*, Gahalia Indonesia, Jakarta.
- Zulfi Diane Zaini & Syopian Febriansyah. 2013. *Aspek Hukum dan Fungsi Lembaga Penjamin Simpanan*, Keni Media, Bandung.
- Zulfi Diane Zaini. 2012. *Kredit Sebagai Salah Satu Usaha Yang Menunjang Perkembangan dan Kehidupan Perbankan Di Indonesia, bahan ajar* (Tidak Dipublikasikan)
- Zulkarnaen Sitompul. 2005. *Problematika Perbankan*, Books Terrace & Library, Bandung.