



Protection Law for Buyer Credit Ownership Commercial House

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Abstract

This study aims to explain the mechanism and legal relationship of purchase agreements, as well as the legal protection for Commercial People's Housing Credit buyers, focusing on the Mataram Residential Housing location. The research method used includes normative legal study, empirical approach, and legal methods such as conceptual, legislative, and sociological approaches. The study finds that the mechanism for the purchase agreement for Commercial Housing Credit for People's Housing Mataram Residents involves several stages: the Initial Offer and Agreement Stage, the Sale and Purchase Agreement Stage, the KPR Submission Stage to the Bank, the Credit Agreement Stage, the Sale and Purchase Deed Stage, and the Transfer of Rights. The legal relationship between the buyer and PT Permata Biru is a primary contractual relationship initiated through the initial agreement, booking fee, and finalized with the signing of the Sale and Purchase Agreement and the Deed of Sale and Purchase. Meanwhile, the legal relationship between the buyer and the bank arises from a credit agreement, which includes rights and obligations. The legal relationship between PT Permata Biru and the bank relates to project financing and certificate guarantees. Preventive legal protection refers to measures taken to avoid disputes, as stated in the agreement. Repressive legal protection involves dispute resolution. Consumers of Mataram Residence Housing can resolve disputes through litigation or non-litigation methods.

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1. Introduction

Indonesia is a very large country with a very dense population. The increase in population each year will be followed by an increase in the number of places residence needed. The need for a place to live is one of the primary needs for a person besides the need for clothing and food because it is a place to shelter from the heat and rain. In addition, for some people, a place to live is also used as an investment so that it can improve their standard of living in society.

People need to buy land to build their homes. To obtain legal ownership of land, someone must have a certificate for the land after they have purchased it outright. Buying and selling are generally done through an agreement, often called a sales agreement. A sales agreement is a contract between the seller and the buyer. In the agreement, the seller is obligated to transfer the land to the buyer and has the right to accept the payment. The buyer is obligated to pay the price and has the right to receive the land. This means that if an agreement is made but the goods have not been delivered to the buyer in practice, the agreement is considered null and void by law. The sale and purchase of land rights as a legal institution is not explicitly and specifically outlined in Law No. 5 of 1960 on Agrarian Affairs (UUPA). Even up to now, there is no regulation that specifically governs the implementation of buying and selling land rights.

In the provisions of Article 1 paragraph 7 of Law Number 1 of 2011 concerning Housing and Residential Areas (UUPKP) explains that: "A house is a building that functions as a habitable place to live, a means of family development, a reflection of the dignity and status of its occupants, and an asset for its owner."

Seeing the importance of housing for human life, many people still lack decent housing due to limited funds. To address this, the government is promoting the acceleration of housing development by involving the private sector as developers. Additionally, banks play a crucial role as intermediaries between the community and developers. Through the credit products they offer, banks can help ease the payment burden on households, making it easier for those without a house to achieve decent housing ownership. Bank-provided credit is a form of funding or equivalent bills based on a loan agreement between the bank and the borrower. This agreement requires the borrower to repay the debt within a specified period, along with interest, fees, or profit sharing. Generally, in legal terms, understanding credit is explained in Chapter 1, paragraph 11 of Law Number 7 of 1992 concerning banking. It emphasizes that credit involves an agreement between the bank and the borrower, where the borrower is obliged to repay the debt and pay interest within a set period. Home ownership credit, hereafter called KPR, is a type of financing provided by banks to individuals to purchase a home. In the KPR mechanism, the bank acts as a financing institution that first pays the house price to the developer. Then, the customer is required to repay the bank in installments over a certain period, as outlined in the credit agreement. This system aims to help society own homes through long-term financing.

Implementation of KPR gives birth to several forms of connection law that is;

1. A legal relationship is formed between consumers and sellers (such as individuals, business entities, or developers), which is manifested in the form of a Sales and Purchase Agreement (PPJB) or Sale and Purchase Deed (AJB).
2. A legal relationship is established between the seller and the bank through a cooperation agreement or *Memorandum of Understanding* (MoU), which regulates financing cooperation.
3. There is a legal relationship between consumers and banks, which is stated in the form of a credit agreement or debt acknowledgement, as a basis for the implementation of payment obligations by consumers to the bank within a certain period.

Legal issues that often arise in the practice of Home Ownership Credit (KPR) are generally related to the agreement between the developer and the consumer disputes often arise due to default by the developer, namely the inability to fulfill promises or commitments that have been agreed upon previously. This causes losses for consumers, especially because of the discrepancy between the promises marketed at the beginning and the reality of the housing received.

Disputes like this reflect the weak implementation of obligations. Which has agreed in agreement sell and buy between both parties. This is similar to the problem experienced by buyers of residential housing carried out by the developer PT Permata Biru. The buyer has made payments in cash or in installments, but the buyer's rights have not been given because the housing land is still in the status of being pledged at the bank.

Based on the background behind the above, the author formulates two main problems, namely; 1) how is the mechanism and legal relationship of the purchase agreement for Commercial KPR, Mataram Residential Housing? and 2) how is the legal protection for buyers of Commercial KPR, Mataram Residential Housing?

2. Research Methods

The type of research that the author uses is normative-empirical legal research. Normative-empirical legal research is combining and harmonizing normative legal research with empirical legal research simultaneously in one legal research activity^[1].

In this study, several research methods were used, including:

1. Approach Conceptual (*Conceptual approach*)

The conceptual approach is a conceptual framework that is a description of the relationship between the concepts to be studied and expert views with the problems to be discussed^[2].

2. Legislative Approach (*Statue Approach*)

The legislative approach is an approach used to study and analyze all laws and regulations related to the legal issue being handled^[3].

3. Sociological Approach to Law (*sociological approach*)

The sociological approach to law is an approach that describes the state of society, complete with its structure and other social phenomena.

The data collection method used by the author is the interview technique, which involves gathering data directly through questions and answers based on a prepared list of questions. The author conducts structured interviews and also collects secondary data, which is used as material for analyzing the interview results.

Data analysis involves arranging data sequences, organizing them into patterns, categories, and basic descriptions. In this study, data analysis was conducted by collecting primary data through interviews conducted by the author. The author then analyzed the problem using legal materials or secondary and tertiary data (if necessary), selected qualitatively, and linked them to the interview results. The data were analyzed and described systematically. Additionally, the data were selected and processed, then presented descriptively. This approach not only describes and explains the study's results but also aims to provide solutions to the legal issues involved.

¹Muhaimin, *Method Study Law*, (Mataram : UPT. Mataram University Press : 2020), p. 15.

²Amiruddin And Zainal Cool, *Introduction Method Study Law*, Rajawali Press, Jakarta, 2013, p. 47

³Salim HS And Erlies Septiana Nurbani, *Implementation Theory Law On Theory of Thesis and Dissertation*, Raja Grafindo, Jakarta, 2013, pp. 17-18.

3. Discussion

3.1. Mechanism and Legal Relationship of the Agreement Purchase of Commercial Housing Ownership Credit Mataram Resident

3.1.1. Mechanism of Purchase Agreement for Commercial Home Ownership Credit for Mataram Residential Housing

The commercial Home Ownership Credit (KPR) purchase agreement mechanism at Mataram Residential Housing involves a series of stages. Which forms a connection law between buyer, the developer (PT Permata Biru), and in some cases, banks. This process includes not only administrative procedures, but also the establishment of the rights and obligations of each party based on the principles of contract law.

The process of purchasing a Commercial Mortgage in the Mataram Residential Housing Estate can be broadly divided into several essential stages, starting from initiation to the perfect transfer of ownership rights.

1. Pre-Contractual Stage and Initial Agreement

The initial stage of buying a house in the Mataram Residential Housing Complex begins with the bidding process and information search by prospective buyers. If there is an initial agreement regarding choice of unit, price, and method of payment, usually, Prospective buyers will be asked to pay a booking fee as a sign of seriousness. Although the booking fee is not yet formally binding as a sales and purchase agreement, this payment shows good faith from both parties to continue the transaction. According to Article 1320 of the Civil Code (KUH Perdata), one of the requirements for a valid agreement is the agreement of the parties. Payment of this booking fee, although informal, can be considered an early manifestation of the agreement.

2. Stage Agreement Binding Sell Buy (PPJB)

After the initial agreement, the next step is the signing of the Sales Purchase Agreement (PPJB) between the prospective buyer and PT Permata Biru as the developer. PPJB is a preliminary agreement that is binding on both parties. party For do sell buy House in Then day, after certain conditions have been met, especially mortgage approval from the bank.

3. Stage Mortgage Application to Bank (If Choose Scheme mortgage Bank)

For buyers who choose a mortgage scheme through a bank, the next stage is to submit a credit application to the bank. Work the same or is chosen by the buyer. On stage, the bank will conduct a series of assessments of the creditworthiness of prospective buyers, known as the 5C principle (Character, Capacity, Capital, Collateral, Condition of Economy). The character assessment relates to the credit track record and reputation of the prospective debtor; capacity refers to the prospective debtor's ability to pay installments based on income; capital looks at the assets or capital owned by the prospective debtor; collateral is the guarantee that will be given (in this case the property purchased); and condition of economy is the general economic condition that can affect the

ability to pay.

4. Stage Agreement Credit

If the mortgage application is approved, the prospective buyer and the bank will sign a Credit Agreement. This agreement is a very important legal document because it regulates in detail the rights and obligations of the bank as a creditor and buyer as a debtor.

5. Stage Act Sell Buy (AJB) and Transition Right

After the credit agreement is signed and the mortgage funds are disbursed by the bank to PT Permata Biru as the developer, the next stage is the signing of the Deed of Sale and Purchase (AJB). This AJB is carried out before a Notary/Land Deed Making Officer (PPAT). AJB is an authentic deed that is legal evidence of the transfer of land and building rights from the developer to the buyer. The presence of a Notary/PPAT is very important because they act as public officials who are authorized to make authentic deeds, ensure the validity and authenticity of transactions, and prevent disputes in the future. In the case KPR, AJB is usually carried out after a credit agreement has been made and the KPR funds have been received by the developer.

However, based on results interview, significant problems found in the Mataram Residential Housing related to this stage. Although the AJB has been carried out, the individual Freehold Certificate (SHM) has not been submitted to consumers and even Still guaranteed by the developer in bank. This matter show there is a default from the developer's obligation to hand over the SHM to the buyer after payment or transfer of rights. It should be, after AJB signed, Notary Public/ PPAT will help process registration of transfer of land and building rights at the local Land Office, so that the SHM is issued in the name of the consumer. In the KPR scheme, this SHM will then be held by the bank as collateral until the credit is paid off. Delay or failure to submit this SHM violates rights consumer And cause uncertainty law regarding their ownership, as regulated in Law Number 8 of 1999 concerning Consumer Protection.

Problems such as those occurring in the Mataram Residential Housing Complex are increasingly crucial considering the rapid population growth rate in Indonesia. In the past 10 years or so, the population Indonesia drive rapid with average 1.40% per year. Based on World Bank data, by 2015 the population of Indonesia had reached 257 million people ^[4].

This very rapid population increase has a direct impact on the increasing needs of the Indonesian people, one of which is the need for housing. The need for housing will continue to increase and must be balanced with the population so that there is no gap. In realizing their dream home, people can choose to buy in cash or through credit facilities such as KPR. The choice of payment method depends on the purchasing power and financial condition of each individual, but each method has its advantages and disadvantages, including ^[5].

a) Purchase House in a way cash

Buying a house in cash gets a cheaper price compared to a mortgage because there are no interest payments like buying

⁴Hudiyanto, Sarwin Kiko Napitupulu, Roby Kurniawan, Aryanti Dwi Rachmawati, Willy N. Ichwan, *Study Protection Consumer Financial Services Sector; Home Ownership Credit (KPR)*, Jakarta: Department of Consumer Protection OJK, 2017, p. 2

⁵Erna Sri Authority And R. Mr. *Right On Land And The transition*. Liberty Yogyakarta, Yogyakarta, 2013, h l m. 7

a house with a mortgage. The process is also easier because buyer can transact direct with seller, in this case the advertiser, without any third party, such as a bank. Furthermore, there are no administration fees. By purchasing in cash, so released from obligation pay cost administration Which charged bank If You buy by mortgage. Buying a house in cash will also free you from various burdensome regulations from developers, so you will feel freer to explore or renovate the house.

After the transaction finished, if you buy in cash then the house automatically becomes an asset. You can turn the asset back by selling it for a period of 3 to 5 years in the future and take a lot of profit from the selling value of the house. Buying a house in cash means having to prepare a large amount of funds at the beginning. In addition, you must be more prepared for the risks that may arise such as problematic developers, so you need to be careful.

According to the statement for buyer residency that the chronology of why the rights of the residency buyers have not been fulfilled by PT Permata Biru In September 2023, the initial meeting/discussion with Mr. Indra as the developer regarding the issue of the buyers' certificates ^[6]. The person concerned said that the certificates would be redeemed in stages (waves 1, 2, 3 and so on) and promised ...). Wave 1 will be out in January 2024.

2. Home Purchase in a way mortgage

If you buy a house with a mortgage scheme, then you don't need to prepare a large amount of money. By paying a down payment, the house Already can occupied. However, must pay instalment every month. Buyers can receive cheap installments every month if they pay a large down payment. By successfully collecting the down payment (usually 15-20% of the house price), the first month's installment, and legal administration fees, you can apply for credit to the Bank. If accepted, the house can be owned. Don't worry, buying a house with a mortgage is legal. Houses that will be supported by the Bank with credit facilities must be equipped with a valid certificate and also not be tied to disputes or inheritance rights.

3.1.2. Legal relationship in the purchase agreement for Commercial Mortgage Housing Mataram Resident

The legal relationship in the commercial mortgage purchase agreement at the Mataram Residential Housing Estate basically involves at least two main parties and one additional party in the bank mortgage scheme as described below:

1. Legal Relationship between Buyer and PT Permata Biru (Developer)

This is the main contractual relationship that begins with the initial agreement, booking fee, and culminates in the signing of the PPJB and AJB. The developer is obliged to hand over the housing unit according to the specifications and time promised, and to provide the agreed public and social facilities. The buyer is obliged to pay the price of the house according to the agreement. In the case of the Mataram Residen Housing, there is an indication of default by the developer because it has not fulfilled the promise of building public facilities (roads, asphalt, security post, prayer room,

portal) and has not handed over the SHM to the buyer because the certificate is still pledged at the bank. This results in a violation of the law against consumer rights. Article 1243 of the Civil Code states that reimbursement of costs, make a loss, and interest for non-fulfillment a contract, then start required, if the in debt, after declared negligent, continues to neglect the obligation, or if something that must be given or done can only be given or done within a time limit that has passed.

2. Legal Relationship between Buyer and Bank (Specifically for Bank Mortgages)

This relationship arises from the Credit Agreement. The bank acts as a creditor that provides loan funds to the buyer (debtor) to pay off the price of the house to the developer. The bank has the right to receive installment payments of principal and interest, and has a mortgage guarantee on the property. The buyer is obliged For pay instalment appropriate time in accordance credit agreement. Banks also have an obligation to ensure the legality of the collateralized property and assist in the process of transferring ownership rights.

3. Connection Law between PT Gemstone Blue (Developer) and Bank

Although No in a way direct become part from mortgage purchase agreement for buyers, this relationship is important because it is related to the developer's project financing and certificate guarantee. The fact that the certificate is guaranteed by the developer at the bank indicates an agreement between the developer and the bank regarding project financing. However, the guarantee certificate parent Which hinder publishing SHM individual for consumers is a serious problem that requires resolution.

Connection The law between the developer (PT Permata Biru) and the consumer begins with the PPJB which creates rights and obligations for both parties. The developer is obliged to build and hand over the house according to the specifications and time promised, and take care of the legality (including SHM). The consumer is obliged to pay the price of the house according to the agreement. The legal relationship between the consumer and the bank is based on the credit agreement. The bank has the right to receive installment payments according to schedule and is entitled to a guarantee (Mortgage) if the consumer defaults. Consumers have an obligation to pay installments and comply with the provisions of the credit agreement.

The legal relationship between developers and banks can occur in the context of providing mortgage funds. The bank will disburse mortgage funds to the developer after the credit agreement and AJB are signed. In this case, there were indications that the developer pledged the master certificate or even SHM which should have been the consumer's right to the bank to obtain working capital credit facilities, which caused problems for consumers.

Based on the chronology of the problems conveyed by several sources, it was revealed that the certificate handover mechanism at the Mataram Residen Housing Complex did not run as it should. The developer's promises regarding the time of certificate handover were repeatedly broken, and most consumers who had paid in full (either in cash or in

⁶Interview Consumer Commercial in Housing area Mataram Resident, on March 22, 2025, at 10.00 WITA.

installments) have not yet received the SHM. This indicates a potential for default by the developer on its obligations in the sales and purchase agreement. Additional information from the interview results revealed that the developer could not fulfill the consumer's rights, such as public facilities around the housing complex and land and building ownership certificates. This situation indicates a potential for land guarantee practices by the developer before or during the sales process to consumers.

3.2. Legal Protection for Buyer Credit Ownership of Commercial Houses Mataram Residential Housing

a. Protection Law For Consumers

Protection law consists of two aspects, that is, protection and law. The word protection, according to the Big Indonesian Dictionary, is defined as a place of shelter, something (an act, and so on) that protects^[7]. Meanwhile, the term law, according to Soedikno Mertokusumo, is the entirety of regulations on behavior that apply in a communal life, the implementation of which can be enforced with sanctions^[8]. Protection law is to protect human rights harmed by others, and such protection is given to the community so that they can enjoy all the rights granted by law^[9]. Legal protection is the protection of dignity and honor, as well as recognition of human rights. owned by subject law based on provision law from arbitrariness or as a collection of regulations or rules that will be able to protect one thing from another^[10]. According to CST Kansil, legal protection is a variety of legal efforts provided by law enforcement officers to give flavor safe, good in a way thought and physique from disturbance and various type threat from any party^[11] According to Muktie A. Fadjar, legal protection is constriction meaning from protection, in matter This only legal protection. The protection that will and has been given by law is also related to the existence of rights and obligations, in this case owned by humans as legal subjects in their interactions with other humans and their environment. As legal subjects, humans have the rights and obligations to carry out legal actions^[12]. Legal protection is something that is protected by legal subjects through statutory regulations. which is applicable and enforced with a sanction. Legal protection can be divided into two, namely:

a) Protection Law Preventive

Protection provided by the government to prevent violations before they occur. This is found in regulatory legislation with the intention is to preventing a violation and provide a limit in carrying out an obligation^[13].

In this preventive legal protection, legal subjects are allowed to submit objections or opinions before a government decision takes a definitive form. The goal is to prevent disputes from occurring. Preventive legal protection is very important for government actions that are based on freedom of action because, with preventive legal protection, the

government is encouraged to be more careful in making decisions based on discretion. In Indonesia, there are no specific regulations regarding preventive legal protection^[14].

b) Legal Protection Repressive

It is the final protection in the form of sanctions such as fines, imprisonment, and additional penalties given if a dispute has occurred or a violation of the law has been committed. Repressive legal protection aims to resolve a dispute. Handling of legal protection by the General Court and Administrative Court in Indonesia is included in this category of legal protection. The principle of legal protection against government actions is based on and originates from the concept of recognition and protection of human rights, because according to historically from the west, the birth of concepts about recognition and protection of human rights was directed at restrictions and the placement of obligations of society and government. The second principle underlying legal protection against government actions is the principle of the rule of law. Associated with the recognition and protection of human rights, recognition and protection to rights basic man has a primary place and can be linked to the objectives of the rule of law^[15].

Legal protection aims to seek justice. Justice is formed by correct thinking, carried out fairly and honestly and is responsible for the actions taken. A sense of justice and law must be upheld based on positive law to uphold justice in law in accordance with the reality in society that desires to achieve a safe and peaceful society. Justice must be built in accordance with the ideals of law (*Rechtidee*) in a state of law (*Rechtsstaat*), and not a state of power (*Machtsstaat*).

b. Legal Protection for Commercial Mortgage Buyers of Mataram Residential Housing

Legal protection for commercial mortgage buyers in the Mataram Residen Housing Complex can be analyzed based on several aspects:

1) Aspect Agreement and Default

Results of interviews with consumers, consumers revealed existence related issues handover certificate of ownership. The consumer explained that at the beginning of the purchase agreement property, party developer give guarantee that The certificate will be submitted after payment is made. However, the reality on the ground says otherwise. After paying off all their obligations, consumers are asked to wait for the certificate to be submitted on the grounds that it is still in process and without any certainty time. He stated, "At the time of the initial agreement, the developer give guarantee that after settlement, certificate will be given. Eh, it turns out that after I paid and asked for the certificate, the developer asked me to wait because it was still being processed, he said,

⁷<http://www.prasko.com/2011/02/pengertian-perlindungan-hukum>, downloaded on 9 March 2025 o'clock 19.00 WIB.

⁸Sudikno Mertokusumo, *Know Law*, Yogyakarta: Liberty.2005, Page. 40.

⁹Satjipto Mr. Rahardjo, *Knowledge Law*, Bandung: Image Aditya. 2014, p.74

¹⁰ Philip M. Hadjon, *Protection Law for People in Indonesia*, Surabaya: Bina Ilmu. 2001, p. 25.

¹¹CST Chancellor, *Introduction Knowledge Law And Layout Law Indonesia*, Jakarta: Balai Pustaka.1989, p. 102.

¹² <http://tesis.hukum.com/pengertian-perlindungan-hukum-menurut-para-Ahli> downloaded on 9 March 2025 o'clock 19.49 WIB.

¹³ Ibid

¹⁴ Ibid

¹⁵ Philip M. Hadjon, *Protection Law for People in Indonesia*, Surabaya: Developing Knowledge. 1987, p. 25

in an unspecified period of time”^[16]. This situation shows that there is a discrepancy between the developer's initial promise and its later realization, which has the potential to harm consumers in terms of legal certainty regarding property ownership.

In addition to the certificate issue, findings from interviews with other consumers highlighted the inconsistency of the facilities promised by the developer. The consumer revealed that several essential facilities promised during marketing had not been fully realized. He specifically mentioned the condition of the road which was still damaged, the absence of a housing gate, and the house building which had not received a finishing touch. According to the consumer, "The developer did not provide facility Which promised, that is road Still damaged, There is no gate yet, and the house building is not finished yet”^[17]. This condition not only reduces the aesthetic value and comfort of the residence, but also raises questions about the developer's commitment to meeting quality standards and promises that have been agreed upon at the beginning. The incompleteness of these facilities directly impacts consumer satisfaction and can affect the investment value of the property that has been purchased.

This developer's default violates Article 1238 Civil Code, Which state that debtor stated negligent if he has been declared negligent by a letter of instruction or by a similar deed, or for the sake of his own obligation, if this stipulates that the debtor will be negligent by the lapse of the specified time. The legal consequences for a party who is in default are regulated in Article 1243 of the Civil Code, including compensation for costs, losses and interest due to the failure to fulfill an obligation which is required, if the debtor, after being declared negligent, continues to be negligent in fulfilling the obligation, or if something that must be given or done only can given or done in time Which beyond time Which has determined so consumer Which disadvantaged consequence default developer the entitled demand change make a loss.

Overall, the situation experienced by housing consumers the show existence violation rights consumers regulated in UUPK, as well as default based on the provisions of the Civil Code. Developers have an obligation to fulfill promises that have been agreed upon in the agreement, both expressly and impliedly in the marketing process. Consumers who are harmed have a strong legal basis to demand accountability from the developer, either through deliberation, mediation, the Consumer Dispute Resolution Agency (BPSK), or through legal channels in court. It is important for consumers to collect evidence agreements (brochures, site plans, sales agreements, proof of payment, and interview recordings) to strengthen their position in suing his rights.

2) Aspect Construction Guarantee and Hidden Defects

From the aspect of construction guarantees and hidden defects, the interview results revealed that there were developer promises that were not in line. with implementation in field. Party developer indeed provide a construction guarantee for the first 6 months after the handover of the house. During this period, the developer

promises to be responsible if there are any construction problems that arise. However, in reality, this promise is not followed by real action. One consumer complained, "The developer provides a construction guarantee for the first 6 months after the handover accept House. If there is problem construction in that period, the developer is willing to fix it. However, in reality there is no responsibility from the developer”^[18].

This statement shows that despite the existence of a guarantee clause, the developer's post-sale responsibility for the quality of house construction is not realized. Consumers feel disadvantaged because defects or construction problems that should be the responsibility of the developer during the guarantee period are ignored. This not only causes financial losses for buyers to make independent repairs, but also erodes consumer trust in the credibility and commitment of the developer. The absence of real action in fulfilling this construction guarantee is a form of negligence that has a direct impact on consumer satisfaction and security towards the property that has been purchased.

The lack of clarity regarding the guarantee after the period ends can be a loophole for consumer legal protection, especially if there are hidden defects that only appear after the warranty period ends. Article 1504 of the Civil Code regulates the seller's responsibility for hidden defects.

3) Certificate Aspects Right Owned (SHM)

From the aspect of the Certificate of Ownership (SHM), the interview results also revealed serious obstacles faced by consumers. Although they had made full payment in cash, the certificate name change process did not go smoothly. This is because the certificate is still collateralized at the bank. One consumer stated, "There are obstacles in the certificate name change process after cash payment is paid in full, because the certificate is still collateralized at the bank”^[19].

This situation is very detrimental to consumers because the legal ownership status of the property becomes unclear and vulnerable. Full rights to the property cannot be obtained even though the payment has been made in full, causing uncertainty and potential legal problems in the future. The condition of the certificate that is still collateralized in the bank after payment has been made indicates a problem in the financial management or operations of the developer. This can also be interpreted as a violation of the consumer's right to immediately obtain a full ownership certificate after paying off their financial obligations.

Information about SHM shows that this housing has an individual certificate. However, there are obstacles in process come back Name certificate after settlement payment cash, because the certificate is still collateralized in the bank. This creates uncertainty and potential losses for consumers who have paid off their obligations but have not received full ownership rights. Delays in changing the name on the certificate can hinder consumers from taking legal or administrative action related to their property.

4) Aspect Facility and Environment Housing area

From the aspect of housing facilities and infrastructure, the

¹⁶Interview Consumer Housing area Mataram Resident, on date 19 April 2025, at 09.00 WITA 2025.

¹⁷Interview Consumer Housing area Mataram Resident, on date 19 April 2025, at 09.15 WITA 2025.

¹⁸Interview Consumer Housing area Mataram Resident, on date 19 April 2025, at 11.30 WITA 2025.

¹⁹Interview as a Residential Mataram Housing Consumer, on April 19, 2025, at 11.30 WITA

interview results showed significant incompleteness compared to the initial promise. One of the informants complained that after the purchase, many promised facilities had not been realized. For example, water channels and drainage that were not functioning optimally caused puddles when it rained, indicating a lack of basic infrastructure. adequate. In addition, minimal public street lighting (PJU) creates a dark and unsafe atmosphere at night.

Furthermore, the promised park or green open space area has not been built, even though its existence is important for the quality of life of the residents. This condition is exacerbated by the lack of integrated public transportation access and the absence of social or commercial facilities in or around the housing, such as minimarkets or clinics. The informant felt that "facility housing area Which promised No complete And No as expected, ranging from poor drainage to no there are parks and adequate street lighting" ^[20]. This directly reduces the comfort, safety and utility value of the property for residents, and shows the lack of commitment of developers in creating a decent and sustainable residential environment. Based on the analysis of various aspects of legal protection for commercial mortgage consumers in the Mataram Residen Housing, several important points can be concluded. First, there is a strong indication of default by the developer related to the failure to fulfill the promise of building public facilities and environmental maintenance by agreement. Matter This violate the provision Civil Code and potentially harms consumers who have the right to claim compensation. Second, the construction guarantee provided has a time limit so that legal protection against hidden defects that appear after the warranty period ends becomes less clear, even though the Civil Code regulates the seller's responsibility for hidden defects. Third, obstacles in the process of changing the name of the Ownership Certificate (SHM) even though individual certificates already exist, create legal uncertainty and losses for consumers who have paid in full. Finally, the discrepancy between the promised facilities and housing environment and reality indicates a potential violation of the principle of good faith in the agreement and the consumer's rights to correct information. and appropriate. Overall, commercial mortgage consumers in the Mataram Residen Housing Complex face challenges in obtaining optimal legal protection for their rights related to the implementation of agreements, quality assurance, certainty of ownership, and the availability of promised facilities. Violations of consumer rights and business actors' obligations above can be the basis for buyers to file objections and demand resolution.

The next stage, the role of Notary/PPAT is very important in property sale and purchase transactions. They are obliged to ensure the legality of documents and the process of transferring rights. However, in the case of Mataram Residen Housing, the fact that SHM not yet submitted and still guaranteed by the developer indicates a problem in the transfer of rights process that should have been resolved by the developer after the AJB. The notary/PPAT who made the AJB also has the responsibility to ensure that the buyer's rights to the certificate can be fulfilled. If there is negligence from the notary/PPAT in carrying out their duties, they can also be held accountable.

The implications of a certificate guarantee by a developer can

be described as follows: The situation where the certificate of ownership is guaranteed by the developer at the bank after the AJB is signed is a serious problem. This indicates a separate agreement between the developer and bank Which Can So is loan capital projects, and developers using certificate parent as collateral. However, the developer is obliged to split the parent certificate into individual SHMs. And hand it over to buyer after settlement.

This failure constitutes a breach of law and contract. Legal protection for buyers in this case requires that the developer quick pay off obligation to bank so that the certificate can be released and processed for transfer. If the developer does not have the financial capacity, this could be an indication of a greater potential for bankruptcy, which would make it difficult for buyers. Thus, legal protection for commercial mortgage buyers in the Mataram Residen Housing Complex covers various aspects of civil law and consumer protection. Buyers have the right to demand fulfillment of obligations, compensation, and can take various dispute resolution paths, either through negotiation, BPSK, or lawsuits in court, in order to regain their rights that have been violated.

4. Conclusion

The process of purchasing agreements for Commercial Housing Credit related to Mataram Residential Housing can be divided into several stages:

- Pre-Contractual Stage
- Sale and Purchase Agreement Stage (PPJB)
- KPR Submission Stage to the Bank (if a bank KPR scheme is chosen)
- Credit Agreement Stage
- Sale and Purchase Deed Stage (AJB)
- Transfer of Rights

Regarding credit agreements, there are key elements to consider: trust, timing, degree of risk, and performance. The legal relationship between the buyer and PT Permata Biru (the Developer) begins with an initial agreement and booking fee, progressing to the signing of the PPJB and AJB. In contrast, the legal relationship between the buyer and the bank (specifically in a KPR agreement) arises from the credit agreement and includes rights and obligations that must be fulfilled as outlined in that agreement. Additionally, the relationship between PT Permata Biru and the bank involves financing projects and providing security for certificates.

Legal protection in this context can be categorized into two types:

- **Preventive Legal Protection**:** This type of protection aims to prevent disputes and is defined within the agreement.
- **Repressive Legal Protection**:** This refers to final protections, such as fines, imprisonment, and other penalties imposed in the event of a dispute or violation of the law. Repressive legal protection deals with dispute resolution.

For consumers of Mataram Residential Housing, potential dispute resolution methods include:

- Deliberation and negotiation (a pre-litigation approach)

²⁰Interview as a Consumer of Mataram Resident Housing, on April 19, 2025, at 11.35 WITA.

- Consumer Dispute Resolution Agency (BPSK)
- Civil lawsuits in court
- Criminal reports (if there is a criminal element)
- Complaints to the relevant authorities.
- This structured approach to both purchasing agreements and dispute resolution aims to ensure a fair and safe experience for all parties involved.

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