



Preliminary Agreement Deed of Sale and Purchase Agreement (PPJB) on Houses through House Ownership Loan (KPR) Still in the Form of Pictures

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<http://dx.doi.org/10.18415/ijmmu.v6i4.951>

Abstract

The Research Objective is First To analyze the legal certainty of the Act of Sale and Purchase Agreement (PPJB) on houses through Housing Ownership Credit (KPR) which is still in the form of images. The second is to analyze the legal consequences of the Sale and Purchase Agreement (PPJB) deed for housing through mortgage loans that are still in the form of images.

The type of research used by authors is normative research. Normative legal research is legal research that places law as a building system of norms. The norm system in question is regarding principles, norms, rules of law and regulations, court decisions, agreements and doctrines (teachings). By using an approach: Statutes Approach, Case Approach, Conceptual Approach.

The results of the study that the certainty of PPJB in home ownership loans is still in the form of images is valid for the parties even though the PPJB is not regulated in the Civil Code, but the PPJB is valid as long as it meets the requirements as an agreement; not prohibited by law; in accordance with prevailing habits; as long as the agreement is implemented in good faith, the PPJB is valid and applies to both parties because it is an implementation of the principle of freedom of contract. The legal consequences of the Deed of Agreement on the Sale and Purchase Agreement (PPJB) on home ownership loans are still in the form of drawings which are the rules of both parties that must be obeyed and implemented. The deed of sale and purchase agreement can take two positions depending on how the Sale and Purchase Agreement (PPJB).

Keywords: Binding of Buying and Selling; Home Ownership Loans

Introduction

Housing is a basic need in addition to clothing and food, therefore, to meet the needs for housing which increases together with population increases careful handling and planning are needed and accompanied by the participation of funds and resources in the community. Basically, housing development is the responsibility of the community to achieve these goals, and create an adequate climate

for private businesses in the housing sector. With the increasing potential of private businesses as well as increased funding and community power, community participation will be efficient and effective.¹

From this opportunity, the private housing development company (Developer) grew mushrooming and saw the Housing business as a potential market for profit. Such house unit sale and purchase are carried out by ordering in advance the unit to be purchased, which is then poured into a preliminary agreement or sale and purchase agreement or better known as the sale and purchase agreement (“PPJB”). With the aim of securing the interests of sellers (housing and residential development companies)/ “Developers” and prospective buyers of home units/ “Buyer”.

Based on the above, there is a norm of negativity in Article 42 paragraph (1) and (2) of Law Number 1 of 2011 concerning Housing and Settlement Area juncto Article 1320 of the Civil Code. Article 42 paragraph (1) states:

“Single houses, row houses, and / or flats which are still in the development process stage can be marketed through a system of preliminary buying and selling agreements in accordance with the provisions of legislation”.

To realize the Article above, the party (Developer) and the buyer or buyer make a Sales and Purchase Agreement (“PPJB”). Even though the building has not been built, only planning with the master plan and drawing the type of house after later.

Whereas in paragraph 2 letter (e) of Law Number 1 Year 2011 concerning Housing and Settlement Areas states “housing development is at least 20% (twenty percent)”. However, the reality in the field is that home bookings only use or are still in the form of images to be made into a sale and purchase agreement (PPJB) and then submitted to the Bank for credit financing. Next Article 134 “Everyone is prohibited from carrying out housing development, which does not build housing in accordance with the agreed criteria, specifications, requirements, infrastructure, facilities and public utilities”. Article 151 paragraph (1) “Any person who organizes housing development, who does not build housing in accordance with the agreed criteria, specifications, requirements, infrastructure, facilities and public utilities as referred to in Article 134, shall be liable to a maximum fine of Rp.5,000,000 .000,00 (five billion rupiah)”.

From the background above, the purpose of this study is to analyze the legal certainty of the Act of Sale and Purchase Agreement (PPJB) on houses through mortgage (KPR) which is still in the form of drawings and to analyze the legal deeds of the Sale and Purchase Agreement (PPJB) over houses through Housing Ownership Loans (KPR) which are still in the form of images.

Theory and Concept Framework

1. Theoretical framework

a. Theory of Legal Certainty

Certainty is a word that comes from a definite word which means of course, is fixed, it cannot be no.² While certainty means the provisions and provisions.³

¹ C. Djemabut Blaang, *Perumahan dan Pemukiman Sebagai Kebutuhan Dasar*, Yayasan Obor Indonesia, Jakarta, 1986, p. 3-4

² W.J.S. Poerwadarminta, *Kamus Umum Bahasa Indonesia*, Balai Pustaka, Jakarta, 1986, p. 716.

³ *Ibid.*

Regarding the Theory of Legal Certainty Jeremy Bentham argues that:⁴ “Certainty caused by the law (*zekerheid door het recht*) for individuals in society is the main goal of the law. Bentham further formulated that the main purpose of the law was to guarantee as much happiness as possible to as many people as possible.”

According to Utrecht:⁵ “Legal certainty contains two meanings, namely first, the existence of general rules that make individuals know what they can or should not do, and secondly, in the form of legal security for individuals from government abuse because of the general rules that individuals can know what the State may charge or do with individuals.”

b. Legal Protection Theory

Protection is any effort made to protect certain subjects; can also be interpreted as a shelter from everything that threatens.⁶

According to Satjipto Raharjo, legal protection is to provide protection for human rights (HAM) that are harmed by others and that protection is given to the community in order to enjoy all the rights granted by law.⁷

Salim HS and Erlies Septiana Nurbani, argued that the theory of legal protection is a theory that examines and analyzes the form or form or purpose of protection, protected legal subjects and objects of protection provided by law to the subject.⁸

c. Theory of legal responsibility

In Indonesian the word responsibility means that the state must bear everything (if anything happens it can be prosecuted, blamed, brought to justice and so on).⁹

Legal legal responsibility is a type of responsibility imposed on legal subjects or perpetrators who commit acts against the law or criminal acts. Types of legal legal responsibility can be categorized in three fields including: civil, criminal and administrative.¹⁰

2. Conceptual framework

a. Definition of Deed

Based on the understanding contained in the Large Dictionary of Indonesian Language, the definition of deed is, “a letter of evidence stating a statement or acknowledgment or decision about a legal

⁴ E. Utrecht, *Pengantar dalam Hukum Indonesia*, Cetakan ke XI PT Ichtiar Baru, Jakarta, 1983, p. 12.

⁵ Riduan Syahrani, *Rangkuman Intisari Ilmu Hukum*, Citra Aditya, Bandung, 1999, p. 59.

⁶ W.J.S. Poerwadarminto, *Kamus Umum Bahasa Indonesia*, *op. cit.*, p.68.

⁷ Satjipto Raharjo, *Ilmu Hukum*, PT. Citra Aditya Bakti, Bandung, 2000, p. 54.

⁸ Salim HS dan Erlies Septiana Nurbani, *Penerapan Teori Hukum Pada Penelitian Tesis dan Disertasi*, Ed. 1, Cet. 3, PT. RajaGrafindo Persada, Jakarta, 2014, p. 263.

⁹ Departemen Pendidikan Dan Kebudayaan *Kamus Besar Bahasa Indonesia Dalam Salim Hs. Dan Erlies Septina Nurbani*, 2014. *Penerapan Teori Hukum Pada Penelitian Disertasi Dan Tesis*. Ed1 Cet. 1 Rajagrafindo Persada, Jakarta, p. 207

¹⁰ *Ibid.* p. 208

event made according to the applicable regulations and witnessed / authorized by an authorized official.”¹¹

According to Sudikno Mertokusumo, a deed is a letter that is given a signature, which contains events, which form the basis of a right or engagement, which was made from the beginning intentionally to prove.¹²

Basically, deeds can be divided into two types, namely:

- 1) Deed under the hand.
Is a deed made by the parties, without the intercession of an official.
- 2) Authentic Deed.

The arrangement regarding authentic deeds is stated in Article 165 HIR, which is similar to Article 285 Rbg, which reads:¹³

“Authentic deed is a deed made by or in the presence of an official authorized for it, constituting complete evidence between the parties of their heirs and those who have the right thereof contained in it and even as mere notice, but who the latter is only notified that it is directly related to the subject matter of the deed.”

General Dictionary of Indonesian Language formulates the definition of authentic deed, namely, “deed made by or in the presence of public employees who are authorized to make deeds in the form determined by law”.¹⁴

b. Understanding of the Agreement

Before discussing the marriage agreement, you must first understand the definition and law of the agreement in general from the agreement and the marriage itself. As contained in the provisions of Article 1313 the Civil Code agreement is defined as an act in which one or more people attach themselves to one or more other people.

According to Soebekti in his book entitled “Agreement Law” said that an agreement is an event in which someone promises to another person or where two people promise each other to do something.¹⁵ Whereas Abdul Kadir Muhammad formulated an agreement definition as an agreement in which two people or more mutually bound themselves to do something in the field of wealth.¹⁶

c. Agreement on Sale and Purchase (PPJB)

Binding Agreement for Sale and Purchase (PPJB) is an agreement between prospective buyers and prospective sellers of land and building objects made before the signing of the Sale and Purchase Deed (AJB). Because land and building objects are included in immovable objects (fixed objects) whose transfer (sale and purchase) must be made by a Notary / PPAT deed in the form of a Buy and Sell Deed (AJB), then an AJB is usually required as a series of preparations. For individual landowners, for example, prospective buyers usually need to check the land to the land office, while prospective sellers need to ask for an advance as a sign of seriousness. For developer companies, for example, PPJB is

¹¹ Umi Chulsum & Windy Novia, *Kamus Besar Bahasa Indonesia*, Cetakan Kedua, Kashiko, Surabaya, 2014, p. 155.

¹² *Ibid.*

¹³ Daeng Naja, *Teknik Pembuatan Akta (Buku Wajib Kenotariatan)*, op.cit., p. 13.

¹⁴ *Ibid.*, p. 20.

¹⁵ Soebekti, *Hukum Perjanjian*, Cet. 18, PT. Intermasa, Jakarta, 2001, p. 1.

¹⁶ Abdul Kadir Muhammad, *Hukum Perikatan*, Citra Aditya Bakti, Bandung, 1992, p. 78.

usually used to obtain initial funds (advances) from consumers to facilitate the construction of houses / apartments.¹⁷

d. House

Based on Law Number 1 of 2011 concerning Housing and Settlements. Housing is a group of houses that function as a residential or residential environment equipped with environmental facilities and infrastructure.

According to Abrams housing is a place for every individual who interacts and influences one another and has a sense of belonging to the environment in which he lives.¹⁸

Housing is one form of housing that has a very close relationship with the community. This means that housing in a location reflects a bit more about the characteristics of the people living in the housing.¹⁹

e. The Concept of Public Housing Loans (KPR)

Home Ownership Credit hereinafter referred to as (KPR) is a credit facility provided by banks to individual debtors who will buy or repair houses.²⁰ The purchase of the house is done on a house that is on a land with a guarantee of ownership certificates for the house and the land itself.

Mortgage is one of the banking products provided for debtors for housing finance. Housing here is not in the sense of a residential house in general but includes space to open a business such as a home store (shop) and home office, as well as luxury apartments and flats.²¹

Through mortgage financing, we do not have to provide funds at home. Enough to have a certain down payment, and the dream house becomes ours. We can freely occupy it because even though we still repay the house it has become our own home.²²

Bank Indonesia provides a definition of Home Ownership Loans which is a consumption credit for residential ownership in the form of landed houses or flats or apartments (not including home offices or shop houses) with collateral in the form of houses provided by banks to individual debtors with the maximum amount of loans specified based on collateral value.²³

Research Methods

The type of research used by compilers is a type of normative research. Normative legal research is legal research that places law as a building system of norms. The norm system in question is regarding principles, norms, rules of law and regulations, court decisions, agreements and doctrines (teachings).²⁴

¹⁷ Dadang Sukandar, S.H./http://legalakses.com

¹⁸ Abrams, Charles. 1964. *Man's Struggle for Shelter In An Urbanizing World*. London : Cambridge. p. 7

¹⁹ Pedoman Perencanaan Lingkungan Perumahan, 1983:24

²⁰ Bank Indonesia dalam artikel "*Memiliki Rumah Sendiri dengan KPR*" accessed on April 19, 2018

²¹ Slamet Ristanto, dalam Helmi Haris, "Pembiayaan Kepemilikan Rumah (Sebuah Inovasi Pembiayaan Perbankan Syari'ah)", *Jurnal Ekonomi Islam*, I (July,2007), p. 20

²² *Ibid.* p. 11

²³ Attachment to Circular Letter Number 12/38 / DPNP dated December 31, 2010

²⁴ Mukti Fajar ND dan Yulianto Ahmad, *Dualisme Penelitian Hukum Normatif & Empiris*, Pustaka Pelajar, Yogyakarta, 2013, p. 184.

The research approach used by the authors in this study is:

a. Statute Approach

The Statute Approach is an approach that is carried out by examining all laws and regulations that have to do with legal issues that are being studied, specifically those regulating the mortgage purchase agreement.

b. Conceptual Approach

The Conceptual Approach is used to find concepts that are used as a starting point to examine the object to be studied.

Result and Discussion

1. Legal certainty regarding the deed of the Sale and Purchase Agreement (PPJB) on houses through House Ownership Loan (KPR) which is still in the form of images

The need for boards or housing is needed by the community as a place of refuge with families apart from clothing and food needs. But with population growth increasing while land for settlements is limited, as well as the low purchasing power of the people in cash, making housing problems an urgent and complex problem. To overcome this problem and achieve a lot of people's welfare, the government is required to play an active role in addressing the problem, by making sure that the people, especially those with low incomes, can obtain housing with easy procedures and relatively low prices. The facilities promised in the Home Loan make the program very popular with the community and it can be said that the community is greatly helped by the Home Loan service.

Mortgages (House Ownership Loan) are considered very profitable because they can help us own our own home. The principle of KPR is to finance the cost of buying or building a house in advance. In the provision of credit must be followed by an agreement, article 1313 BW provides a definition of a sale and purchase agreement "An agreement is an act by which one person or more ties himself to one or more other people".

Credit disbursement as done by banks for mortgages is certainly a risk. The risks that are often faced are bad credit or default. Default is not fulfilling or negligent in carrying out obligations as specified in the agreement made between the creditor and the debtor. To avoid the risk of a home ownership loan agreement between creditors and debtors, an agreement is made, namely a sale and purchase agreement (PPJB) made in a Notary, to guarantee both parties when a default occurs.

PPJB is one form of agreement that is subject to the provisions of Law No. 1 of 2011 concerning Housing and Settlements as well as the Decree of the Minister of Public Housing No. 9 of 1995 concerning Guidelines for Bonding Sale and Purchase as *lex specialis*, and if associated with the provisions of Article 1320 paragraph (1) The Civil Code (*lex generalis*), the PPJB fulfills the elements as an agreement, which can lead to an agreement originating from the agreement. Although the PPJB is not regulated in the Civil Code, the PPJB is valid as long as it meets the following conditions:²⁵

- a. Meet the requirements as an agreement;
- b. Not prohibited by law;
- c. In accordance with prevailing habits;

²⁵ *Op. Cit.*, Munir Fuady, p.30.

d. As long as the agreement is carried out in good faith.

The agreement can be made orally or in writing, if it is made in writing, the agreement can be used as evidence in the event of a dispute. An agreement requires a commitment so morally that commitment must be carried out, even though without this commitment, there is no moral obligation to carry out the obligations in question.²⁶

With the help of a Notary, the parties that made the land PPJB will get assistance in formulating the matters to be agreed upon. But an agreement can not always run in accordance with the agreement desired by the parties. In certain conditions various things can be found, which results in an agreement experiencing a cancellation, either canceled by the parties or by court order.²⁷

PPJB can occur due to unmet elements of the buying and selling process, including payment of installments, the certificate of land rights in the process of solving, certificates of land rights are in the process of merging and the price has not been paid or taxes imposed on the sale and purchase of land rights have not been paid for by the seller or the buyer.²⁸ The PPJB is divided into two which consist of PPJB not paid off and PPJB paid off. PPJB has not paid off, is the binding of new sale and purchase is promises because usually the price has not paid off, in it there is no power, except the conditions for fulfilling an obligation. PPJB is paid off is the payment has been paid in full, where the buyer has paid all the agreed prices and the seller has received the payment money in full from the buyer, but it has not been able to make a purchase certificate before the authorized PPAT. PPJB paid off requiring the power to sell from the seller to the buyer. The function of the power to sell this is protection (legal certainty) to buyers who have paid in full but have not been able to return the name of the certificate because there are conditions that have not been fulfilled.

Binding of buying and selling is a form of agreement that arises from the legal needs that develop in the community. Binding the sale and purchase of mortgages, especially land and buildings, is an unnamed agreement, because it is not found in the forms of agreements stipulated in the Civil Code. The agreement on binding land sale and purchase is an implementation of the principle of freedom of contract, where parties can freely determine their willingness.

The binding agreement on sale and purchase of mortgages in practice is often made in the form of authentic deeds made before a notary, so that the sale and purchase binding deed is an authentic deed that has perfect proof power. This is intended by the parties to provide more protection and legal certainty for the parties who make it. Because the notary in making a deed is impartial and safeguards the interests of the parties objectively. With the help of a notary, the parties that make the sale and purchase agreement will get help in formulating the things that will be agreed upon. But an agreement can not always run in accordance with the agreement desired by the parties. In certain conditions various things can be found, which results in an agreement experiencing a cancellation, either canceled by the parties or by court order.

As a form of engagement, the sale and purchase binding agreement contains the rights and obligations of the parties that make it, so that if the things agreed upon in the sale and purchase binding certificate are violated or not fulfilled by the parties who make them, this can be said to have happened default. But in practice the agreement to buy and sell is possible to be canceled unilaterally by either party or by agreement of both parties. Even the binding agreement on buying and selling mortgage loans can also be canceled by a court decision. Canceled an agreement deed made authentically will certainly bring certain juridical consequences.

²⁶ *Ibid.* p.11

²⁷ Setiawan Rahmat, 2005, *Pokok-Pokok Hukum Perikatan*, Putra Abardin, Bandung, p. 5.

²⁸ R. Subekti, 1987, *Hukum Perjanjian*, Bina Cipta, Bandung, p. 75

Regarding the Theory of Legal Certainty Jeremy Bentham argues that:²⁹ “Certainty caused by the law (zekerheid door het recht) for individuals in society is the main goal of the law. Bentham further formulated that the main objective of the law was to guarantee as much happiness as possible to as many people as possible. “Although the PPJB is not regulated in the Civil Code, the PPJB is valid as long as³⁰ fulfill the requirements as an agreement; Not prohibited by law; In accordance with prevailing habits; as long as the agreement is carried out in good faith, the PPJB is valid and applies to both parties because it is an implementation of the principle of freedom of contract.

PPJB as a form of engagement, this sale and purchase binding agreement contains the rights and obligations of the parties making it, so that both parties have the responsibility to complete the contents of the agreement as stated by Salim HS. And Erlies Septina Nurbani said that: “Legal responsibility is a type of responsibility imposed on legal subjects or perpetrators who commit acts against the law or criminal acts. Types of legal responsibility can be categorized in three fields including: civil, criminal and administrative.”³¹

If things that have been agreed on in the sale and purchase binding certificate (PPJB) are violated or not fulfilled by the parties who make it, then it can be said that there has been a default, because in practice there have been many unilateral cancellations.

According to Satjipto Raharjo, legal protection is to provide protection for human rights (HAM) that are harmed by others and that protection is given to the community in order to enjoy all the rights granted by law.³² Home bookings through home ownership loans using PPJB are a guarantee of legal protection for the parties, as well as to avoid the risks that occur later in the process of building houses and installments.

2. Legal Due to the Deed of Sale and Purchase Agreement (PPJB) on Houses Through House Ownership Loan (KPR)

In the community, buying and selling is usually done by agreement or known as a sale and purchase agreement. In customary law the sale and purchase agreement is an agreement that is real in nature, meaning that the surrender of the promised goods is an absolute requirement for an agreement. In other words, if something has been promised, but in practice the object of the agreement has not been submitted, then the agreement is considered to be non-existent or there is no agreement,³³ and also adheres to the principle of light and cash, namely buying and selling in the form of surrendering rights for ever and at that time also being paid by the buyer by the buyer received by the seller.

In practice, not every sale and purchase is carried out with cash and cash, one of which is buying and selling of housing which includes the sale and purchase of houses and land. As we know the object of buying and selling in the form of land rights including the object of agreement specifically regulated in the applicable laws and regulations, where every legal action concerning land rights is bound or must follow the provisions stipulated in the laws and regulations.

Regulations regarding land rights include the Basic Agrarian Law (UUPA), Government Regulation Number 40 of 1996 concerning Right to Cultivate, Right to Build and Right to Use Land,

²⁹ *loc. cit* E. Utrecht, p. 12.

³⁰ *Op. Cit.*, Munir Fuady, p.30.

³¹ *Loc.cit.* Salim Hs. Dan Erlies Septina Nurbani, p. 207.

³² Satjipto Raharjo, *Ilmu Hukum*, PT. Citra Aditya Bakti, Bandung, 2000, p. 54.

³³ R.Subekti, *Aspek-Aspek Hukum Perikatan Nasional*, (Bandung : PT Citra Aditya Bakti, 1988), p. 29.

Regulation of the State Minister for Agrarian Affairs No. 3 of 1997 concerning the provisions for implementing Government Regulations Number 24 of 1997 and others.

Regarding the sale and purchase done not in cash in the context of housing ownership, in practice there are many companies that develop/develop a standard contract as a purchase agreement, even though the transfer of land rights will still be refers to the transfer of land rights as stipulated in the laws and regulations governing land.

To obtain a KPR, a legal action is required between the creditor and the debtor in the form of an agreement. Society in carrying out a legal act has known what is called an agreement as a habit to carry out an action that results in a legal consequence. To make the right definition of an agreement is very difficult.

The Agreement Law is regulated in book III of the Civil Code concerning Engagement, having the nature of an open system. It means that in the law of engagement / agreement provides the widest possible freedom to legal subjects to enter into an agreement that contains anything, provided that it does not violate legislation, public order and morality.

In law we know the word agreement and engagement. The word Engagement has a broader meaning than the word agreement. Because the word engagement does not only contain the meaning of a legal relationship that does not originate at all from an agreement, namely concerning the engagement that grows from the law.

The relationship between two people or two parties is a legal relationship, which means that the rights of the debtor (the party entitled to sue) are guaranteed by law or law. So, if the demand is not met, the debtor can sue him before the judge. Starting from this event was born a relationship between two people called the engagement. This is because in a contract there must be at least one party that has a binding obligation.

The relationship between the agreement with the agreement, that the agreement issued or gave birth to the agreement. Or in other words the agreement is one of the "sources" of the engagement besides other sources, namely the law.³⁴ The source of the engagement that was born from this law is distinguished between the agreement born out of legislation, and the agreement born of the law because of someone's deed.

Home ownership loans in the implementation of many problems occur between creditors and debtors, both in the development process carried out by creditors not in accordance with the images offered or the default installments carried out by the debtor. To overcome this, and to orderly smooth administration in the field of land, a breakthrough was made in the form of a preliminary agreement, namely the deed of Sale and Purchase Agreement (PPJB), where the contents actually regulate the sale and purchase of land rights but formally, but the format only limited to the binding of sale and purchase, namely a form of agreement which constitutes or can be said as a preliminary agreement before the sale and purchase agreement on land rights which is actually regulated in legislation called the Deed of Agreement on the Sale and Purchase Agreement.

A. Pittlo interpreted the deed as a signed letter, made to be used as evidence, and to be used by people, for the sake of who the letter was made³⁵ Sudikno Mertokusumo said the deed was a letter that

³⁴ Hardijan Rusli, *Hukum Perjanjian Indonesia dan Common Law*, (Jakarta : Pustaka Sinar Harapan, 1993), p.91.

³⁵ *Op.cit.*, A. Pittlo, Terjemahan M. Isa Arif, p. 29.

was given a signature, which included events which were the basis of a right or engagement, which had been deliberately made to prove.³⁶

Ordinary home ownership loans in Indonesia must be preceded by binding sale and purchase due to protecting losses or risks from both parties until the agreement ends and a deed of sale is made. Whereas on the other hand R. Subekti Binding of the Sale and Purchase is an agreement between the seller and the buyer before the sale and purchase due to the elements that must be fulfilled for buying and selling, among others, the certificate does not yet exist because it is still in process, the price has not been paid.³⁷ However, according to Herlien Budiono, the sale and purchase agreement is an aid agreement that functions as a free agreement.³⁸

According to the author of the deed of sale and purchase agreement, it is a legal breakthrough to resolve land administration problems, even though it is not regulated by law and is a free agreement which is legal as long as it is not contrary to law and decency and is part of the principle of freedom of contract.

Based on the opinion expressed by Sudikno Mertokusumo, it can be seen that the legal discovery carried out and implemented by a Notary in this case is about the use of the Agreement on the Sale and Purchase Agreement (PPJB) in assisting the sale and purchase of land rights or as a preliminary agreement before the sale and purchase deed is not something that violates existing legal provisions and norms, so that the Sale and Purchase Agreement (PPJB) is valid to be applied and used. Because according to the Professor of Gajah Mada University in Yogyakarta, namely Sudikno Mertokusumo, legal discovery aims to solve the problems of concrete law.³⁹

The legal consequences of the Deed of Agreement on the Sale and Purchase Agreement (PPJB) on home ownership loans are still in the form of drawings which are the rules of both parties that must be obeyed and implemented. The deed of sale and purchase agreement can take two positions depending on how the Sale and Purchase Agreement (PPJB) was made, even though the PPJB is a legal discovery by itself not regulated or not yet regulated in existing laws and regulations, especially legislation concerning rights on land, because all legal acts carried out concerning land must follow the laws and regulations concerning land rights.

Conclusion

Certainty of PPJB in home ownership loans in the form of drawings is legal for the parties even though PPJB is not regulated in the Civil Code, but the PPJB is valid as long as it meets the requirements as an agreement; not prohibited by law; in accordance with prevailing habits; as long as the agreement is implemented in good faith, the PPJB is valid and applies to both parties because it is an implementation of the principle of freedom of contract.

Legal consequences of the Deed of Agreement on the Sale and Purchase Agreement (PPJB) on home ownership loans in the form of images is a rule of both parties that must be obeyed and implemented. The deed of sale and purchase agreement can take two positions depending on how the Sale

³⁶ *Op.cit.*, Sudikno Mertokusumo, p. 106.

³⁷ *Op.cit.*, R. Subekti, *Hukum Perjanjian*, p.75.

³⁸ Herlien Budiono, artikel "Pengikat Jual Beli Dan Kuasa Mutlak" Majalah Renvoi, edisi tahun I, No 10, Bulan Maret 2004, p. 57.

³⁹ *Ibid.*, p. 49.

and Purchase Agreement (PPJB) was made, even though the PPJB is a legal discovery by itself not regulated or not yet regulated in the existing legislation, especially legislation concerning rights on land, because all legal acts carried out concerning land must follow the laws and regulations concerning land rights.

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