

# Juridical Analysis of the Transfer of Ownership of Objects Which are Still the Responsibility of Other Debtors for Legal Certainty; A Research Study at PT.BPR LSE Manggala, Batam City

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## ABSTRACT

Credit is the provision of money or bills that might be equated to it, by agreement or loan agreement between a bank and another party that obliges the borrower to pay off their debt after a definite time with interest. In Batam City, the processing time is relatively long, particularly in the process of acquiring a license for transfer of rights (IPH) which explicitly transfers and/or transfers of ownership of reliable collateral objects necessity concern the approval of the Batam Business Entity (BP), because all certificates of ownership of land in Batam city is under the Right to Manage Land, so that the certificates issued as a whole become the Certificate of Land Use Rights (SHGB), this is the problem in handling "Roya", checking certificates and turning the name on National Land Agency tends to be approximately long. For this reason, it is anticipated that a well-coordinated collaboration between these institutions is to complete the transfer of ownership objects which are yet the responsibility of other debtors.

**Keywords:** Ownership Object, Mortgage, Legal Certainty

## INTRODUCTION

The provision of credit facilities by both state and private banks performs an influential role as one of the sources of development financing which is being encouraged by the government to enhance the economy of the people in common and

the lower economy in particular. Therefore, we see in practice, both large, medium, small, farmers, and fishermen utilizing the facility. In the traffic business connecting the entire community, it is asserted that someone who intends to explore a loan will affirm that they will inquire credit. Therefore, the term credit here is defined as a loan of money.

Credit agreements can be quite similar to money-lending agreements because both are related to money issues, that is, one party is willing to lend some money to another in need, and the other has goodwill to repay the loan. This circumstance necessitates being understood by comparing credit agreements and lending agreements to receive clarity on the laws or rules governing credit agreements. Banks, in order to serve the requirements of the credit-seeking community, have instituted a credit-rating scheme fulfilled by lenders. There should be an agreement between the lender and the bank concerning the requirement to be met or the specific terms offered by the bank concerned. In practice, each bank has implemented a form of credit agreement containing terms not previously discussed with the applicant. The form is offered to every credit applicant who needs a credit necessity to approve it (Reksodiprojo. S, 1966).

The term credit is found in article 1c of Law Number 14 1997, affirmed that

credit is the provision of money or bills that can be equated with it based on loan and loan agreements between banks and other parties in which the borrower is commanded to repay the debt subsequent a determined time with the amount of interest that has been set. This credit term reveals that an agreement made by two or more persons to accomplish such a point is that the first party pledges to lend the sum of money to the other party and the other party guarantees to repay the debt within the stipulated time with a specific interest. Therefore, it is not a sale, lease, or other agreement.

The bank's words are derived from Article 1a of Law No.14 of 1967. The bank is a financial institution whose sole purpose is to provide credit and services in payment and circulation traffic. Bank terms are intended to emphasize that this thesis is a credit agreement provided by a bank and not a credit agreement by an individual or other agency. In terms of juridical means in terms of the construction of applicable law.

Another important condition of the credit agreement is the availability of the goods lent by the borrower as collateral to the credit they receive. The requirement for this guarantee is following the provisions of Article 24 of the 14th Law of the Year 1967, which states that "commercial banks do not give unsecured loans to anyone." Collateral is one aspect that needs attention in considering a loan application. The aim is to provide certainty that the loans given are truly guaranteed repayments later. In other words, collateral is an absolute obligation that must be fulfilled in a credit agreement.

In the bank lending agreement, there is an agreement as stated in article 1320 BW, but the agreement created in this credit agreement is neither pure nor can it be said that the conformity of the will is fictitious. This is because the debtor is in a weak and needy position, which has had to come to terms with the content of the credit agreement offered in the standard form. Or in other words, a deal that the lender offers to make sure the credit agreement is valid

and the credit can be accepted immediately (Kasmir, 2003).

Banking and financial institutions need to be able to meet the needs of modern businesses by offering innovative and more varied products and satisfactory service according to modern business guidance. One of the most popular homeownership (Mortgage) Credit products is one of the strategic businesses of human needs. Homes are a necessity for the community to have market share.

Home Ownership Credit (Mortgages) is long-term financing provided by a financial institution for a debtor to buy a home or build a home on their own with the guarantee of a certificate of ownership of the land (home). The concept of Home Ownership Credit (mortgage) is home financing and added benefits, Home Ownership (mortgage) can also be used to build a home on their land, but home improvement loans are not included in the Home Ownership Credit category (Mortgage), the main reason is that the warranty provided may not be the agreed home. Homeownership credit (mortgage) products are not the only bank that offers the best mortgage. Shariah banks are also very aggressive in promoting homeownership credit (mortgage) for customers. Customers can apply for homeownership (mortgage) credit to both conventional and shariah-compliant banks. Due to the length of the process, the collection of documents, and the assurance and evaluation of the financing.

The importance of regulations or rules governing takes over "Buy and Sell", which house is still a guarantee of other debtors in other banks and become the object of mortgage rights. As for the parties involved in this practice, namely the Notary as an official who is authorized to make a Power of Attorney Imposing Mortgage (SKMHT) and sign it against a new bank debtor while the certificate under the right of ownership still belongs to another person and becomes the Liability Right of Other Banks. This process is carried out based on

conditions and good intentions of various parties who can accommodate the interests of the parties. However, in practice, the Notary has carried out Law infiltration where no clear rules are governing (Take Over) Sale and Purchase of other debtors' collateral in other banks and become the object of mortgage rights only to help the small community. In the Practical Approach of Operations, especially in providing legal certainty to new customers who are the object of dependents that are still owned by others without any rules that clearly and expressly regulate this, especially in the field of banking in the city of Batam, in fact, to conduct a sale and purchase of collateral involving two banks and two debtors (Take Over). Sell and Buy are different and are financed by the bank where the house is still collateral for the other bank and the object of the liability has not been performed as expected.

## **LITERATURE REVIEW**

The theoretical framework for analyzing the ownership of dependents from other debtors to new prospective customers is legal positivism developed by John Austin as seen from his book titled Province of Jurisprudence. John Austin stated that the law is a command of the law (the law is an order from the ruler), that is, an order from those who hold the highest authority or from those who hold sovereignty (Rasjidi, L, 1966). Complete with Herbert Lionel Adolphus Hart's theory that it needs to be separated between law and morality. Legal theory must focus on law as it is and not on the law as it should. For Hart, the separation of law and morality makes it possible to study unjust law as law with the wrong use. With legal validity not determined by moral validity, individuals must determine whether to obey the law or not. So for Hart, the position of legal positivism actually gives room to criticize the law morally (Rasjidi, L, 1966).

Correlation-based on this theory is that an authentic piece of written evidence of a state of affairs, events, or acts is

required to guarantee certainty, justice, and order maintained by a particular department. Neil Mac Cormick, commenting on the legal system, says: A legal system, on the harden's model, comprises a set of mutually interrelated primary rules, which regulate the duties of persons in society, secondary rules which empower individuals in private or public capacities... .. it means that the legal system under Harden's model is based on a set of interrelated primary rules that govern the responsibility of individuals in society and the secondary rules that empower individuals in a public capacity.

With its political will, commitment and a clear vision of social and human investment, developing countries such as Indonesia are able to adopt a prosperous development approach. For this, good cooperation between the central government and the local government is required. The concepts and objectives outlined in the legislation and laws. Therefore, the State needs to play a role in its bureaucratic constitution and reach its broader needs (Asshiddiqie, J, 2012). Nowadays credit transaction activities are difficult to be avoided by business people. Business people conduct credit transactions with several reasons and objectives. The reasons and objectives will differ between the parties involved in the credit transaction. As for the parties interested in credit transactions, namely credit providers (creditors) and credit recipients (debtors).

Trading companies provide credit intending to increase sales volume and compensate competitors. A bank or similar institution lends credit intending to obtain interest from its principal. Whereas the debtor or customer makes a credit transaction because they do not have enough cash to buy and pay for a product or are forced to borrow some money for capital and it is hoped that the loan capital will generate an income that will eventually repay the loan as well as generate more value or profit.

Based on the description above, it appears that the State has a very important

role in taking care of the welfare of the people both in the fields of law, social, political, economic, cultural, environmental and defense and security which are organized and set forth with or in the form of State regulations. According to Maria Indriati Soeprapto, Internally, statutory regulations carry out several functions (Soeprapto, M. F. I, 2008). Habits that grow as a practice in the life of the community or country, and legislation as a written decision of an official or official environment that is generally applicable. Immediately, the law can also be formed through the teachings of the law (doctrine) that is accepted and used in legal formation. Consistent in its formulation both internally and externally. Consistently internally it means that in the same laws and regulations a systematic relationship must be maintained between the rules, structural rigidity, and language. Externally consistent, there is a "harmonization" between the various laws and regulations. This trend provides a norm of good or bad action as a result of the act itself. Good manners are the ones that produce as many good consequences as possible compared to the bad ones. Every human action must always be taken into account, as a result of his actions for himself and others and society. In other contexts, the law is always in the process of becoming something. Law is an institution that continually builds and transforms itself into a greater degree of perfection. The quality of legal perfection can be verified through the factors of justice, well-being, concern for the people, and more. This is the essence of "the law that is always in the process of becoming." The law does not exist for the law itself but for humans (Soeprapto, M. F. I, 2008).

## **RESEARCH METHODOLOGY**

The authors researching the object of this study have set the specifications of the Normative Law research. The specification and/or type of research of this thesis is normative legal research while integrating sociological (empirical) legal research using

secondary data obtained directly as a primary source, through field research through interviews and primary data as sources / informational materials primary law, secondary law materials, and tertiary law materials. This normative law study is called the juridical research paper, also referred to as library or documentary research. It is called doctrinal law research because it is done or directed only to written regulations or other legal materials. Library research or documentary studies as a result of this research are done more on secondary data in the library.

## **DISCUSSION**

The giver of the mortgage can be the debtor himself if the object of the mortgage is the debtor's property. However, it can also be a third party if the third party concerned guarantees the debtor's debt with their Mortgage Objects. Creditors cannot collect debtors' debts from third parties as debt guarantors but can sell collateral items belonging to third parties if the debtor defaults. Each granting of Mortgage rights as outlined in the deed granting Mortgage Rights must be registered at the Land Office no later than seven days after signing the deed. This is to fulfill one of the principles of mortgage rights, namely the principle of publicity, as stipulated in Article 13 paragraph (1) of the Law concerning mortgage rights which stipulates that the granting of mortgage rights must be registered at the Land Office. In addition, the granting of mortgage rights is an absolute requirement for the presence of the Mortgage Rights and binding Mortgage Rights to third parties (Saragih, F. C, 2013).

Here the mortgage right holder can do the parate execution meaning the mortgage right holder does not need to not only obtain approval from the mortgage right provider, nor does he need to ask for a determination from the local district court if he is going to execute the mortgage right on the object of the debtor's collateral in the event the debtor is injured. Mortgage holders can immediately ask the head of the

Auction Office to auction the object of the mortgage rights concerned (Muljono, E. L., Tunggal, H. S., & Tunggal, A. W, 1996).

The right to sell the object of the mortgage right on its power is one embodiment of the priority position held by the first mortgage right holder in the event that there is more than one mortgage right holder. Basically, the encumbrance of the mortgage must be carried out by the person who gives the mortgage right and is present before the Land Deed Making Officer if it is really "necessary", that is, for some reason, the mortgage right cannot be present before the Land Deed Making Officer, it is permitted to use a Power of Attorney Imposing Mortgage Rights by appointing another party as its proxy. Thus, the function of the Power of Attorney Imposing Mortgage is as a tool to overcome if the giver of the mortgage cannot be present before the Land Deed Making Officer.

The Power of Attorney Imposing Mortgage Rights (SKMHT) is in the form of an authentic deed. In other words, even though it must be made with an authentic deed, the choice is not only with a notarial deed, but it can also be made with the deed of the Land Deed Making Officer (PPAT). Assignment to the Land Deed Making Officer (PPAT) to make a Power of Attorney Imposing Mortgage Rights given its presence in the sub-district area, to facilitate the provision of services to those who need it.

If the Deed of Granting Mortgage Rights (APHT) is made based on a power of attorney imposing a mortgage right (SKMHT), the implementing official in making it must pay close attention to the condition of the power of attorney imposing the mortgage right ie either regarding the deadline, the authority of the implementing official, and the formality of making deed.

Based on Article 1803 of the Civil Code, it is concluded that in principle power of attorney has the right to substitute another person, unless the authorizer states or concludes his attitude and actions that the

recipient of the power of attorney may not substitute the power of authority to another person, this is a general provision Concerning the power In Article 1803 paragraph (2) of the Civil Code, it also stipulates that the power of attorney is always deemed to have authorized the recipient to appoint someone else as his successor in terms of the power granted to take care of objects located outside the territory of Indonesia or on another island other than the residence of the grantor (Patrik, P dan Kashadi, 2000).

This is presumably the Power of Attorney imposes mortgage rights (SKMHT) not only in the formulation does not contain the power of substitution, but in the formulation of the Power of Attorney imposes mortgage rights (SKMHT) explicitly stated that the power of attorney is granted without substitution rights. Because of the enactment of the provisions of Article 1803 paragraph (2) of the Civil Code, it is stated explicitly in the formulation of a Power of Attorney imposing a mortgage right (SKMHT) that the power is given a substitution right, legally containing the power of substitution in the case of the object of the guaranteed right located on another island other than the residence of the grantor. For customers who are not responsible or violate agreements that have been agreed upon, usually experiencing problem financing. This problematic financing can be in the form of non-current, doubtful financing, special attention, and loss. Problematical financing that often occurs among financial institutions occurs not suddenly but is caused by two things, namely, (first) from the bank, (second) from the customer.

According to Sutan Sjahdeini, problem loans are prompted by customers not being able to fulfill their obligations to the bank due to customer internal factors, bank internal factors, and/or due to external factors of the bank and the customer. Some conditions that cause the emergence of problematic financing in terms of internal and external, among others (Muhammad,

2005). a) Poor financial analysis; b) Inadequate financing structure; c) Poor support and documentation; d) Poor monitoring and e) Inadequate guarantor analysis Saving problem financing is a procedure commonly used by banks in the efforts and steps taken to overcome problematic financing by banks to support customers to settle their obligations, including rescheduling, reconditioning and restructuring, combination, and confiscation of collateral.

Not only that, but there are also other efforts to deal with problem loans, namely Take Over is a term used in the banking business if a third party gives credit to a debtor that aims to pay off debts/creditors to the initial creditor and provide new credit to the debtor so that the position of the party this third replaces the position of the initial creditor. Debt transition event This is identical to the subrogation event according to article 1400 of the Civil Code, which states that subrogation is the transfer of creditor rights to a third party that pays the creditor, which can occur because of approval or because of the law. This subrogation can be done either directly or indirectly.

The take over process can be carried out following applicable regulations, which start with the submission by the prospective customer and end with a sign of repayment of the previous homeownership agreement with the financial institution, as well as the existence of a financing agreement between the customer and the bank and completing certain conditions in the take over submission. financing to the country's savings bank (Tjiptonagoro, 1990). This take over the process will usually go through several stages including a survey as well as an appraisal of the object. The bank officer will then provide an interpretation of the price of the house and provide financing approval. If the take over request process has been agreed upon the next six stages, the customer will enter into an agreement with the bank to settle the ownership of the house from a conventional bank, thus the

final process is marked by the termination of the homeownership agreement with the previous bank (conventional bank) and creates a financing agreement between the customer and Islamic Bank.

As a form of providing legal certainty so that the take-over process does not find a problem, then the prepared documents or agreements specified in the implementation of debt take-over (Zulita, 2018) are; (1) Qardh contract (for taking over Murabaha); (2) Murabahah / mudharabah / musyarakah contract.

After the preparatory process for the implementation of the contract, the lender will schedule/plan to prepare documents namely; (1) Checking the validity of collateral documents that will be pledged to the "Bank Tabungan Negara " (BTN). For collateral in the form of a certificate of land rights must be ensured whether or not installed with mortgage rights and ensure the presence or absence of blocking by the local defense agency at the request of the bank or another party (third party or court). (2) If it turns out that the collateral that will be pledged to a bank in the condition of a mortgage right is installed by conventional banks and/or there is a blocking by BPN based on the request and the conventional bank, then: (a) It must be ensured that before the contract is signed the certificate must be free from blocking or (b) If point a) cannot be fulfilled, then there must be a written statement from the conventional bank that the unblocking will be carried out by a conventional bank before the certificate is handed over to the bank people's credit. (c) If point b) also cannot be fulfilled, a written statement from LKB / LKBB the lender previously will issue a Roya letter and a letter requesting the unblocking to the BPN with the costs borne entirely by the conventional bank. (3) If it turns out that collateral that will be pledged to the people's credit bank in the condition of not being guaranteed by the bank and there is a blocking by the BPN based on requests from other parties, then they take over facility process is not continued (stopped)

and submitted to the customer by stating the reasons (Antonio, MS, 2001). (4) Making agreements with state savings banks that have provided loan facilities in advance regarding procedures for taking over collateral (collateral documents) and carrying out the transfer of funds as mentioned above.

The contract implementation process includes; (1) After ensuring that the collateral to be taken over is not problematic, physically or legally no problem, and the contract is signed with the customer and the collateral binding. (2) If the guarantee documents cannot be obtained, the guarantee binding process can take the form (Aprilia, E, 2016). (a) For guarantees of land rights certificates, the form of binding is with a Power of Attorney Imposing Mortgage Rights (SKMHT). (b) For guarantees other than land title certificates, the form of binding is with a power of attorney to sell under the hand accompanied by three sheets of blank receipts, one of which is sufficiently stamped and signed by the guarantee owner. (3) The financing agreement is carried out on the same day when the disbursement and receipt of guarantee documents. If it is not done on the same day, it must get approval from the financing committee 1 (one) level above the BWPP limit. (4) A financing agreement made before the disbursement process must include the customer installment date (the effective date of the installment calculation) which is also used as the end date of the contract. The date is determined under the date of the loan repayment/repayment process to the related conventional bank as well as receiving the customer's assets/collateral by the bank.

Realization or disbursement processes include; (a) After signing the qardh loan agreement, with proof of covemote Notary (if notary) and related costs (insurance) with the contract and other costs that will be borne by the customer has been deposited by the customer to the Islamic bank, the preparation process for disbursement can be done. (b) UFOs or

AFOs make IRP forms and include a note "take over process" on the IRP. (c) IRP sent by UFO to financing support (Aziz, M.K.R, 2018). (d) Disbursement of qardh is made to the customer's account at the Tabungan Negara bank, and at the same time, based on the power of attorney from the customer, the funds are transferred to the conventional bank providing the previous loan facility. The qardh contract must state the date of repayment of the loan / qardh facility. (e) Repayment of the debts of prospective customers to conventional banks providing loan facilities can be carried out through demand deposits of BTN banks or transferring funds through RTGS (real-time gross deposit) directed directly to conventional banks providing previous loan facilities and not to prospective customer accounts.

However, if the customer gets other financing facilities at the same time, then the other financing facilities will be disbursed to the customer's account at the Islamic bank using the financing scheme and will be carried out after the qardh facility has been repaid and the collateral has been received by the Islamic bank. Delivery through RTGS should be done before 12.00 WIB so that the process of collecting collateral documents at a conventional bank lender can be done before the same day. (f) After sending the effective disbursement fund, UFO together with the customer is required to request documents from the conventional bank, including (1) Original collateral documents of the customer, (2) Proof of repayment of facilities, (3) Letter of unblocking or Roya for collateral. Not only that, explicitly in the field, but there are also some background factors for customers in taking over from other banks to BPR Manggala Batam Branch, namely as follows.

First, to get fresh money or fresh funds, for this it has become a secret, but if someone who wants to take over from one bank to another is to get fresh funds to increase capital in financing or business capital. The take over is seen in terms of

benefits as an addition to fresh funds more widely used in the form of working capital financing or KPR consumptive financing. Because this will greatly help the users of these funds in reminding their loans or financing so that the presence of fresh money will have a very positive impact on their business activities, or to increase costs for home renovations.

Second, namely installment payments with a fixed or fixed system. The system adopted by conventional banks on installment payments in financing using the type of flat or fixed or in the Indonesian language is a fixed financing installment. As we know that in credit installment payments are divided into three types, namely flat rate, or fixed or fixed, sliding rate or effective or decreased, and the last floating rate or for the annuity. Among the types of installment payments that are justified in Islam are the first, namely using a flat rate system in which the installment payments do not experience an irregular increase to cause horror in the muamalah but always remain from the first month to the end. Because this method does not depend on increasing interest rates, so it will reduce the burden on customers in paying off installments. The example of calculations using a flat rate system or method is as follows.

Third, the difference in margins from people's credit banks and conventional banks. Margin in financing at BPR is the bank's profit that starts at murabahah or buying and selling. In determining the amount of the KPR margin determined by the central office committee and the people's credit set the value also depends on each segmentation, for example, the amount of the KPR IB margin for 10 years is 16.25%. Usually, the benchmark is the market price, the interest rate of Indonesian banks, guaranteeing the risk of each bank, bank operational costs, and so on (Kartika, E and Advendi Simangunsong, A, 2005).

Fourth, giving a low limit by the state savings bank. The limitation of financing is the amount of value financed at

the beginning of the contract. If the state savings bank gives a low limit, then the customer will find it difficult to rotate the working capital. In this situation BPR dared to provide even higher limits to attract the attention of the customer, this affects the customer's desire to take over to the BPR bank because basically customers today are smarter in assessing financing from banks from many banks, both those engaged in rural banks and state savings. So that financial institutions such as banks must be clever in overcoming this matter in the form of providing restrictions to prospective customers. Fifth, there is an emotional connection between the customer and the marketing of a bank because every marketing has a customer that is maintained and their relationship from the past so that wherever marketing is on duty, the customer will follow him in this condition so that the customer can be said to be a loyal customer of integrity and credibility then, there is no doubt about it.

In addition, there are no legal umbrella external factors that can accommodate the interests of these parties. The solution is of course we hope those policymakers or ministerial regulations can make a rule so that the process can run according to the rule of law. From all of these factors, the position and role of the Notary in the lending system conducted by the banking sector are to provide legal certainty for the parties entering into a credit agreement. The role of the Notary & PPAT is also an authorized party to check collateral in the form of Mortgage Rights. to ascertain whether the collateral is valid in the eyes of the law or not or to avoid if there is a possibility in the Mortgage Guarantee item that the guarantee is made there is still a legal dispute or a legal case. The deed of agreement which is legalized or warmerking and checked by a notary is something that is done to reduce the negative factors, for example, that the achievements given in the form of money, goods, and services provided by the bank are absolutely guaranteed validity and return or make it



easier for the banks themselves to execute collateral items in the future if the debtor fails to promise or other legal problems arise (Untung, HB, 2000).

The notary also has an additional role after the credit agreement between the BPR and its customers is completed, namely, the Notary must go to the BPN office to process the Roya for collateral used in the agreement because if this is not done by the Notary after the agreement is completed, it can lead to a legal case where the collateral is still bound by collateral with the previous agreement, causing the collateral can no longer be used as collateral right in the credit agreement in the future agreement because in the BPN office records the collateral guarantee is still bound by the agreement with the previous agreement, so here the Roya function is used to release the mortgage right from the previous agreement that has expired so that the collateral security item is not involved in an agreement process (Hermansyah, 2005).

## **CONCLUSIONS AND RECOMMENDATIONS**

### **Conclusion**

Implementation for the transfer of ownership objects that are still the responsibility of other debtors for legal certainty is regulated in Law Number 4 of 1966 concerning mortgage rights to land, where every debtor who pledges his land and / or buildings to creditors (both banks and non-banks) as collateral repayment of the credit facility received is required to sign the deed of power of attorney to charge the mortgage right (SKMHT) or the deed of mortgage (APHT), which will be followed by the registration of the mortgage right at the land office where the land was registered. The transition of ownership objects that are still the responsibility of other debtors for the sake of new legal certainty has not been carried out well that legally the law cannot be installed with a power of attorney imposing mortgage rights (SKMHT) by the PPAT on land and buildings which are still attached the deed

of providing mortgage rights ( APHT) other banks and still the names of debtors of other banks, the SKMHT deed was made so that the debtors of BPR LSE Manggala can have their mortgage rights installed if the certificate has been renamed without the presence of the Manggala debtor. Whereas the interbank take over process does not have a legal umbrella that regulates explicitly on this issue so that it raises the existence of legal smuggling to take over the process with the SKMHT issued by a Notary for the benefit of the customer, meaning that funds have been dropped, for problems behind the day requesting that the mortgage (HT) of the customer is automatically installed without the presence of the debtor (buyer) because of concern that the debtor of Default is uncertain or dies while the mortgage (HT) has not been installed.

### **Recommendations**

The suggestions that can be taken are as follows: It is expected that there will be a change in legislation adapted to existing legal needs, Changes starting from affirming the sound of articles that are still biased and multiple interpretations, Coherence with other implementing regulations in terms of biased integrated handling accommodate this problem clearly and provide legal certainty and prosperity guarantees for Customers, Banks, Notaries, and PPAT. It is expected that the Notary in making the power of attorney imposing mortgage rights (SKMHT) should follow the provisions outlined in the Law whether or not allowed. This is to avoid any loss from the parties concerned in the future. It is expected that the parties related to the Take Over process can coordinate well, namely the Customer, Bank, Notary Public, and PPAT as well as the policymakers continuously.

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