ABSTRAK

Membeli rumah secara kredit masih dianggap sulit oleh sebagian orang karena DP (Down Payment) dan bunga angsuran yang cukup tinggi. Dalam hal ini, pemerintah memberikan subsidi kepada masyarakat atas kepemilikan rumah di perumahan. Sebagai salah satu cara mewujudkan dan melaksanakan kesejahteraan masyarakat, pemerintah memberikan program KPR (Kredit Pemilikan Rumah) bersubsidi. Perumusan masalah dalam penelitian ini yaitu a. Bagaimana Pengikatan Jual Beli di Rich Residence 2 Pekalongan dengan Jaminan Hak Tanggungan, b. Bagaimana Perlindungan Hukum bagi Debitur dan Kreditur pada Kredit Pemilikan Rumah apabila terjadi Wanprestasi di Rich Residence 2 Pekalongan. Dengan tujuan penelitian yaitu a. Untuk menganalisis bagaimana Pengikatan Jual Beli di Rich Residence 2 Pekalongan dengan Jaminan Hak Tanggungan, b. Untuk menganalisis bagaimana Perlindungan Hukum bagi Debitur dan Kreditur pada Kredit Pemilikan Rumah apabila terjadi Wanprestasi di Rich Residence 2 Pekalongan. Data yang diperoleh, diolah dan dianalisis secara deskriptif kualitatif, Metode pendekatan yang digunakan dalam menganalisis penelitian ini adalah pendekatan yuridis empiris. Dalam membuat perjanjian, Rich Residence 2 Pekalongan juga memperhatikan asas-asas hukum perjanjian yaitu a. Asas kebebasan berkontrak, b.Asas konsensus, c.Asas pacta sunt servanda, d.Asas itikad baik, e. prinsip kepribadian. Di Rich Residence 2 Pekalongan telah terjadi keterlambatan pembayaran angsuran debitur dengan pihak bank. Apabila debitur melakukan penyimpangan atau pelanggaran hukum terhadap perjanjian kredit akan menanggung akibat yang timbul sehingga dapat diketahui dengan jelas kepastian hukumnya, apabila perjanjian itu dihubungkan dengan Pasal 1267 KUH Perdata, Perjanjian Jual Beli (Akad Kredit) Kredit Pemilikan Rumah di Rich Residence 2 Pekalongan dengan jaminan hak tanggungan dilakukan oleh debitur dan kreditur di hadapan notaris tanpa ada paksaan. Perlindungan Hukum Bagi Debitur dan Kreditur Kredit Pemilikan Rumah Apabila Terjadi Cidera Janji di Rich Residence 2 Pekalongan, yaitu: a. Perlindungan hukum terhadap kreditur tertuang dalam UUHT dan KUHPerdata, b. Perlindungan hukum terhadap debitur tertuang dalam Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen dan Undang-undang Nomor 1 Tahun 2011 tentang Perumahan dan Kawasan Permukiman.

Kata Kunci : Jaminan, jual beli, Kredit, Perlindungan hukum.

ABSTRACT

Buying a house on credit is still considered difficult by some people because the DP (Down Payment) and installment interest are quite high. In this case, the government provides subsidies to the public for housing ownership. As one way to realize and implement community welfare, the government provides a subsidized KPR (Home Ownership Credit) program. The formulation of the problem in this research is a. How to Bind the Sale and Purchase at Rich Residence 2 Pekalongan with Mortgage Guarantee, b. What is the legal protection for debtors and creditors on home ownership loans if a default occurs at Rich Residence 2 Pekalongan. With the research objectives, namely a. To analyze how the Sale and Purchase Agreement is carried out at Rich Residence 2 Pekalongan with Mortgage Guarantee, b. To analyze the legal protection for debtors and creditors on home ownership loans if a default occurs at Rich Residence 2 Pekalongan. The data obtained was processed and analyzed descriptively qualitatively. The approach method used in analyzing this research was an empirical juridical approach. In making an agreement, Rich Residence 2 Pekalongan also pays attention to the principles of agreement law, namely a. The principle of freedom of contract, b. The principle of consensus, c. The principle of pacta sunt servanda, d. The principle of good faith, e. personality principle. At Rich Residence 2 Pekalongan there has been a delay in paying debtor installments with the bank. If the debtor commits deviations or violates the law regarding the credit agreement, he will bear the consequences that arise so that the legal certainty can be clearly known, if the agreement is linked to Article 1267 of the Civil Code, Sale and Purchase Agreement (Credit Agreement) for Home Ownership Credit at Rich Residence 2 Pekalongan with collateral Mortgage rights are carried out by debtors and creditors before a notary without any coercion. Legal Protection for Debtors and Creditors of Home Ownership Loans in the Event of a Default at Rich Residence 2 Pekalongan, namely: a. Legal protection for creditors is contained in the UUHT and Civil Code, b. Legal protection for debtors is contained in Law Number 8 of 1999 concerning Consumer Protection and Law Number 1 of 2011 concerning Housing and Residential Areas.

Keywords : Collateral, pay and cell, credit, legal protection.