ABSTRACT

LEGAL MATTERS RELATED TO ACQUISITION OF BUILDING RIGHTS TITLE IN REGARD TO HOME LOAN CREDIT SETTLEMENT AT *REAL ESTATE* Z SURABAYA

Since the beginning of time, housing has been one of the most important basic human needs. These years, real-estate and property businesses are thriving more than ever. The increase of housing demands while catering to limited land plots has created a challenge for people to find strategic places. Surabaya is no exception. Majority of consumers choose to buy homes with house loan installments instead of paying in cash. In this transaction, there are several parties which cannot be separated: Consumer, Developer, and the Bank. But with the thriving demand of the housing industry, it comes with many legal disputes. One of them is the difficulty to receive official house certificate from the Developer party.

The purpose of this research is to understand whether Bank X is responsible if the house loan installment has been paid off and the official house certificate has not been submitted to the consumer. The second purpose is to find out a legal solution in regards of incomplete house certificate, even though consumer already fulfilled their payment of the house loan. The type of research used is Doctrinal, which means conducting a literature study using various legal theories and also regulations.

The result of this research indicate that Bank X is not responsible because the bank itself already fulfilled its responsibility by giving the house loan to the consumer. It was also shown in the Credit Agreement that consumer has agreed not to sue the Bank if the Developer has not fulfilled the obligations in regard of the official house certificate. The second result was that there are two legal solutions in regard of the house certificate settlement. The legal solution offered is resolved by deliberation and the second is carried out by arbitration.

Keywords: *Building Rights Title, Sale and Purchase Agreement for Land and Building, House Loan, Breach of Contract.*