

LEGAL CONSEQUENCES ON  
THE DEED OF GRANTING OF  
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REGISTERED EXCEED THE TIME  
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# LEGAL CONSEQUENCES ON THE DEED OF GRANTING OF MORTGAGE RIGHTS REGISTERED EXCEED THE TIME LIMIT BY THE OFFICIAL WHO ISSUING THE LAND DEED

Baiq Muplihun Yuliani<sup>1\*</sup>, Amiruddin<sup>1</sup>, Any Suryani Hamzah<sup>1</sup>

<sup>1</sup> Notary Masters Study Program, Faculty of Law, University of Mataram, Indonesia.

Corresponding Author: [baiqmuplihunyuliani@gmail.com](mailto:baiqmuplihunyuliani@gmail.com)

**Abstract:** This thesis aims to explain and analyze the position of the Land Deed Making Officer in the making and registration of Mortgage Deeds as well as to explain and analyze the legal consequences of Mortgage Deeds being registered late and how they impact the Land Deed Making Officials. This research is normative legal research that examines primary, secondary and tertiary legal materials. Legal materials are collected by document study and analyzed normatively and prescriptively. From the results of the study it is known that the late registration of the APHT does not affect the validity of the APHT, so that after the APHT is registered it does not affect the process of the birth of the Mortgage and the validity of the Mortgage, the new Mortgage will be born after 7 (seven) days the APHT is registered in full along with the papers required for registration, evidenced by the issuance of a Mortgage certificate. Late registration will only delay the birth of Mortgage, but will not affect the validity of the APHT for the Mortgage registration process. The legal consequences of passing the deadline for the obligation to register APHT by the PPAT can lead to lawsuits along with sanctions against the PPAT itself, both civilly and administratively, and can cause losses to the parties who enter into agreements, especially creditors.

**Keywords:** Legal Consequences; Granting of Mortgage Rights Registered Exceed; Land Deed

## INTRODUCTION

The progress of the Indonesian people's economic development is currently increasing rapidly, with technological developments that make work easier, developments that make it easier to obtain money loans are also a major factor in influencing economic progress. In social life, both individually and business entities try to increase needs, both consumptively and productively. With the increase in development activities, there is also an increase in the need for the availability of large enough funds to be obtained through credit activities and the binding of mortgage rights on guarantees provided by debtors to creditors as collateral for loans granted.

The Banking Act No. 7 of 1992 provides leeway for banks in terms of guarantees for lending. According to article 8 of the Banking Act No. 7 of 1992, in providing credit, (public) banks are required to have confidence in the ability and ability of the debtor to pay off his debts according to what was agreed (M. Khoidin; 2017).

If we look at it together, a good guarantee is:

1. Guarantees can be immediately easy

and fast to help get credit by those who need credit.

2. The guarantee does not reduce or weaken the credit seeker's actions in carrying out his purpose.
3. Collateral can provide certainty to the lender, in the sense that the collateral is available for execution at any time, if necessary it can be cashed quickly and can be used to pay off the lender's debt. With what is stated above are the principles or things that must be known by all parties involved in a credit guarantee. From the description above, it can be concluded that the most important collateral demanded by creditors is collateral for objects, especially land.

In relation to the Mortgage, the Mortgage is a guarantee from an immovable object which the provisions regarding this Mortgage came into effect on April 19, 1996 with the issuance of a decision Law No. 4 of 1996). The basis of this Law is the Law on Basic Agrarian Regulations, namely Law No. 5 of 1960.

Land rights are the authority given to the holder to use and/or take advantage of the land that is his right. The provisions of Article 4 paragraph (2) of the UUPA, the holder of

land rights is given the authority to use the land in question, as well as the body of the earth and water and the space above it is only needed for direct interests related to the use of said land within the limits according to the UUPA and regulations other higher laws (Jayadi Setiabudi; 2015).

As an important instrument in the process of national development, it is appropriate that creditors and recipients of credit and other related parties receive protection through a strong guarantee institution as a form of providing legal certainty for the parties. Apart from that, it is also a form of anticipating the emergence of risks for creditors in the future. The need for collateral as a guide for banks or other financial institutions that also provide credit to the public, is currently absolute with various types.

Collateral in the form of land and/or buildings is specifically regulated and has been unified in Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land, hereinafter referred to as the Mortgage Law (UUHT). For land that is the object of collateral or collateral submitted by the debtor, a binding or encumbrance of mortgage rights must be carried out by the Land Deed Making Officer (PPAT).

PPAT is a public official who is responsible for making a written statement which is intended as evidence of legal actions that have been carried out. Furthermore, Article 13 paragraph (1) of the Mortgage Law also explains that the granting of mortgage rights must be registered at the land office.

The registration process at the Land Office is carried out after the granting of Mortgage Rights is carried out before the PPAT as outlined in the Deed of Granting Mortgage Rights (APHT). Registration at the land office is described in Article 13 of the Mortgage Law, namely no later than 7 (seven) working days after signing the Mortgage Deed. The provisions in Article 13 of the Mortgage Law are then translated into implementation in several other implementing regulations including Government Regulation Number 24 of 1997 concerning Land Registration and Regulation of the Minister of Agrarian

Affairs/Head of the National Land Agency Number 5 of 1996 concerning Registration of Mortgage Rights.

In the Regulation of the Minister of Agrarian Affairs/Head of the National Land Agency Number 5 of 1996 concerning Registration of Mortgage Rights, it is reiterated the obligation of the PPAT who has made the Deed of Granting Mortgage no later than 7 (seven) working days after signing the deed to register the Mortgage at the Land Office. The Regulation of the State Minister for Agrarian Affairs/Head of the National Land Agency Number 5 of 1996 then stipulates that in registering Mortgage Rights, the PPAT submits the documents that have been determined to the Land Office. After the registration dossiers are received, the Land Office then examines the registration dossiers submitted by the PPAT.

If the examination of the file finds a deficiency or discrepancy with the type of document required, the Head of the Land Office will notify in writing the incompleteness of the file to the PPAT to be completed immediately and when it has been completed, the Head of the Land Office will register the Mortgage by making a Mortgage land book and recording it on the land book and certificate of land rights that are the object of responsibility. The date is the seventh day after the receipt of the registration file.

Before the Deed of Granting Mortgage Rights (APHT) is made which is an additional accessoir agreement, there is a main agreement in the form of a debt agreement and after that a Power of Attorney for Imposing Mortgage Rights (SKMHT) is made before a Notary or PPAT which clearly states the object of Mortgage Rights, the amount of debt and the name of the identity of the creditor, as well as the name and identity of the debtor if the debtor is not the mortgagee. after signing the APHT, the PPAT must register the APHT at the Land Office no later than 7 working days after signing the APHT, this provision is contained in Article 13 paragraph (2) of the Mortgage Law. However, in practice, there are PPATs who are late in registering APHT with the Land Office, this is of course not in accordance with the purpose of law, namely legal certainty, especially if it has consequences

for creditors as interested parties in the settlement of their receivables.

Based on the background above, there are several main issues in this research, namely what is the position of the Land Deed Making Official in making and registering the Deed of Mortgage Granting and what are the legal consequences for the Deed of Granting Mortgage being registered late and what is the impact on the Land Deed Making Official.

## METHOD

The type of research used in this research is normative legal research. Normative research, namely that law is often conceptualized as what is written in statutory regulations (law in books) or law is conceptualized as rules or norms which are benchmarks for human behavior that are considered appropriate (Amiruddin and Zainal Asikin, 2014).

The approach method used in this study is the conceptual approach, the statute approach. Described further as follows:

### a. Conceptual Approach

The conceptual approach in which the researcher refers to legal principles. Legal principles can be obtained through the opinions of scholars as well as existing legal doctrines, even though the concept of law is secretly included in the law. To differentiate researchers first understand the concept through existing views or doctrines (Peter Mahmud Marzuki; 2017).

### b. Statute Approach

This approach is carried out by examining all laws and regulations that are related to the legal issues being handled.

## DISCUSSION

### *Position of Land Deed Making Officer in Making and Registration of Mortgage Deeds*

#### a. Land Deed Making Officials in Carrying Out Their Duties

Land Deed Making Officials (PPAT) are:  
"Public officials who are authorized to make authentic deeds

regarding certain legal actions regarding land rights or ownership rights to apartment units" (Article 1 PP No.37/1998).

The role of the PPAT in making the Deed of Granting Mortgage Rights, where there must first be a principal agreement or loan agreement made by the creditor as the recipient of the mortgage and the debtor as the mortgagee.

According to Article 10 paragraph (1) and paragraph (2) UUHT, after the main agreement is held, the granting of Mortgage is carried out by making a Deed of Granting Mortgage Rights (APHT) made by PPAT in accordance with applicable laws and regulations, especially Article 2 PP No. 37 of 1998 concerning Regulations for the Position of Officials for Making Land Deeds which designate Officials for Making Land Deeds as the only Officer entitled to make Deeds for Granting Mortgage Rights:

- 1) The main task of the PPAT is to carry out some of the land registration activities by drawing up deeds as evidence that certain legal actions have been taken regarding land rights or ownership rights to flats, which will be used as the basis for the registration of changes to land registration data resulting from said legal action.
- 2) The legal actions referred to in paragraph (1) are as follows:
  - a) buying and selling;
  - b) exchange;
  - c) grants;
  - d) entry into the company (*inbreng*);
  - e) distribution of common rights;
  - f) the granting of building use rights/usage rights over land with ownership rights;
  - g) granting Mortgage Rights;

#### b. Stages of the Mortgage Granting Deed Made by PPAT

The imposition of mortgage rights is a process consisting of two stages, starting with the granting of mortgage rights and ending with the registration stage. Wherein the procedure for imposing mortgage rights must comply with the conditions specified in Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land. The stage of granting

mortgage rights is carried out before the authorized Land Deed Making Officer, by making the Mortgage Granting Deed, to fulfill special requirements. While the registration stage for mortgage rights is carried out by the Head of the local City/Regency Land Office, by making a mortgage land book and Mortgage Certificate, to fulfill publicity requirements.

The process of imposing mortgage rights on land rights or ownership rights on apartment units must fulfill 3 (three) stages, namely:

1) There is a Debt and Receivable Agreement

The debt agreement between the debtor and the creditor is the main agreement in the Mortgage Right. This debt agreement can be made with an authentic deed, which is made before a notary, or made with a private deed, which is made by the debtor and creditor themselves.

2) There is Deed of Granting Mortgage Right

The granting of mortgage rights is preceded by a promise to provide mortgage rights as collateral for repayment of certain debts. The promise must be stated in and is an integral part of the debt agreement concerned or other agreements giving rise to debt.

The granting of mortgage rights is carried out by making an authentic Deed of Granting Mortgage Rights. This Deed of Granting Mortgage Right is drawn up by and/or before the authorized Land Deed Making Officer. The form and content of the Mortgage Deed has been stipulated in the Regulation of the Minister of Agrarian Affairs/Head of the National Land Agency Number 3 of 1997 concerning Provisions for Implementing Government Regulation Number 24 of 1997 concerning Land Registration. The Deed of Granting Mortgage Deed form is a blank form issued by the National Land Agency.

This Deed of Granting Mortgage is made in two original or in original copies, each signed by the mortgagee or debtor or guarantor, mortgage holder or creditor, two witnesses and the Land Deed Making Officer. The first sheet is kept at the office of the Land Deed Making Officer and the second sheet is submitted to the Head of the

Land Office for the purpose of registering mortgage rights. While the parties are only given a copy of the Mortgage Deed.

c. Power of Attorney for Imposing Mortgage Rights in Imposing Mortgage Rights

Based on the principle, the imposition of mortgage rights must be carried out by the mortgagee himself as a party authorized to take legal action to impose mortgage rights on the object that is used as collateral for the debt. However, if the mortgage giver is really unable to attend, in this case the mortgage giver must appoint another party as his proxy, with a Power of Attorney for Imposing Mortgage Rights. The appointment must be made with an authentic deed drawn up by a notary.

The Deed of Authorization imposes Mortgage or commonly known as SKMHT. SKMHT was conceptualized as: (Salim HS ;2019)

"A letter made in advance and before a notary or PPAT, which regulates the legal relationship between the principal and the attorney, in which the attorney grants power to the attorney to impose mortgage rights on land rights and/or ownership rights on apartment units that are will be used as collateral for debt."

The Power of Attorney for Imposing Mortgage must be given directly by the mortgagee and its contents must meet the following requirements:

- (1) Does not contain the power to carry out legal actions other than imposing mortgage rights;
- (2) Does not contain the power of substitution;
- (3) Clearly state the object of the mortgage, the amount owed, the name and identity of the creditor and debtor if the debtor is not the giver of the mortgage.

Non-fulfillment of the above conditions will result in the Power of Attorney to impose the Mortgage concerned null and void. The power of attorney to impose mortgage rights cannot be withdrawn or cannot be



terminated for any reason whatsoever, except because the power of attorney has been exercised or because the term has expired.

The deadline for the use of the Power of Attorney for Imposing Mortgage Rights, namely for land that has been registered must be followed by the making of the Deed for Granting Mortgage Rights no later than one month after the Power of Attorney for Imposing Mortgage Rights is made and for land that has not been registered or has been registered but not yet in the name of the giver of Mortgage rights must be drawn up Deed of Granting Mortgage no later than three months after the Power of Attorney for Imposing Mortgage is made, if it is not followed by drawing up a Deed for Granting Mortgage right within the specified time the Power of Attorney for Imposing Mortgage concerned is null and void by law.

*The Legal Consequences of Late Registered Deed of Granting Mortgage Rights (APHT) And Its Impacts on Officials for Making Land Deeds (PPAT)*

a. Provisions for Registration of Mortgage Deed (APHT)

Regarding the Terms of Registration can be found at:

- 1) Article 13 paragraph (2) Law Number 4 of 1996 concerning Mortgage Rights, which states that no later than 7 (seven) working days after signing the APHT as referred to in Article 10 paragraph (2), the PPAT is obliged to send the APHT concerned and other documents required to the Land Office.
- 2) Article 40 paragraph (1) Government Regulation Number 24 of 1997, which states that no later than 7 (seven) working days from the date the deed in question is signed, the PPAT is obliged to submit the deed it made along with the relevant documents to the Land Office for registered.

The Mortgage Law does not specify the legal consequences of delays in APHT registration. If traced in the Mortgage Law,

we can see that APHT is made based on SKMHT, where SKMHT is regulated in Article 15 namely:

Article 15

- (1) The Power of Attorney for Imposing Mortgage must be made with a notarial deed or PPAT deed and meet the following requirements:
  - a. does not contain the power to perform other legal actions than imposing Mortgage;
  - b. does not contain the power of substitution;
  - c. clearly states the object of the Mortgage, the amount of debt and the name and identity of the creditor, the name and identity of the debtor if the debtor is not the giver of the Mortgage.
- (2) The power of attorney to impose mortgage rights cannot be withdrawn or terminated for any reason, except because the power of attorney has been exercised or because the term has expired as referred to in paragraphs (3) and (4).
- (3) Power of Attorney to impose Mortgage regarding land rights that have been registered must be followed by making a Deed of Granting Mortgage no later than 1 (one) month after being granted.
- (4) Power of Attorney for Imposing Mortgage Rights regarding land rights that have not been registered must be followed by making a Deed of Granting Mortgage Rights no later than 3 (three) months after being granted.
- (5) The provisions referred to in paragraphs (3) and (4) do not apply in the event that a Power of Attorney to impose mortgage rights is given to guarantee certain credit as stipulated in the applicable laws and regulations.
- (6) The Power of Attorney for Imposing Mortgage Rights which is not followed by making a Deed for Granting Mortgage Rights within the specified time as referred to in

2 paragraph (3) or paragraph (4), or the time determined according to the provisions referred to in paragraph (5) is null and void by law.

In Article 15 paragraph (3) and paragraph (4) there is a time limit for making APHT after the SKMHT is granted, namely 1 (one) month for registered land rights and 3 (three) months for unregistered land rights. The deadline for making this APHT in the provisions of Article 15 paragraph (6) results in the SKMHT being null and void by law. SKMHT according to Article 15 paragraph (2) cannot be withdrawn for any reason except because the power of attorney has been exercised or because the APHT preparation period has expired. This provision shows that the making of SKMHT alone does not bind the collateral object, but is only limited to granting power of attorney to impose Mortgage Rights by the owner to the proxy. By making APHT, the collateral object is bound and the owner is obliged to surrender the collateral object for debt repayment. The issuance of the SKMHT must be given directly by the mortgagee and must meet the requirements regarding the contents as stipulated in the Rights Law dependents. Non-fulfillment of these conditions results in the relevant SKMHT being null and void, which means that the relevant power of attorney cannot be used as the basis for making APHT. The PPAT must reject the application to make APHT, if the SKMHT is not made by the mortgage right.

The legal consequence of the passing of the APHT registration deadline does not reduce or affect the validity of the Mortgage Right, the APHT has not been registered only causes a third party to be not bound by the promises made by the creditor and the owner of the Mortgage object, these promises only bind the parties who make the agreement. In practice, if the PPAT is late in registering the APHT, the PPAT can still register the APHT accompanied by a letter of delay and does not reduce the validity of the Mortgage. It's just that if the APHT is not registered immediately it will cause problems if the object owner loses his authority over the object so that the APHT cannot be registered, and if the object's ownership rights have been transferred to a

third party and the third party does not know if the object has been pledged, this can cause problems in the future, because by not registering the APHT, third parties are not bound by the promises contained in the APHT.

b. Consequences of being late in registering the Deed of Granting Mortgage Rights (APHT)

APHT registration is intended so that a single Mortgage can be born and creditors as interested parties have their rights protected by the Mortgage Law. However, the late registration of the APHT certainly also affects the time of birth of the Mortgage Right, where in that period of time claims from third parties, court confiscations, or bankruptcy may be imposed on the Mortgage giver, where creditors and PPAT do not always know the Debtor's economic situation. Of course, this will cause a loss for the creditor as the creditor.

The Mortgage Law provides for sanctions for PPAT who are late or negligent in fulfilling Article 13 paragraph (2) regarding the time for APHT registration, which is contained in Article 23 paragraph (1) of the Mortgage Law:

Article 23

- (1) Officials who violate or neglect to comply with the provisions referred to in Article 11 paragraph (1), Article 13 paragraph (2), and Article 15 paragraph (1) of this Law and/or its implementing regulations may be subject to administrative sanctions, in the form of:
  - a. verbal rebuke;
  - b. written warning;
  - c. temporary dismissal from office;
  - d. dismissal from office.

There are 4 (four) administrative sanctions, where these sanctions are tiered from a verbal warning to dismissal. Sanctions imposed on the PPAT if it violates the failure to fulfill the APHT registration obligations within 7 days after the APHT is signed can be in the form of a verbal warning for the lightest sanction and up to dismissal from office for the heaviest sanction. However, in practice, if the PPAT is late in registering the APHT, it can send a late deed letter

addressed to the head of the land office, where there are almost never any sanctions given to the PPAT and the APHT registration can be processed again. Even though the stipulation that it is obligatory to register within 7 days has the intent and purpose as well as sanctions to create certainty in the law and prevent things that can be detrimental to interested parties. "There is no point in enforcing legal rules when these rules cannot be enforced through sanctions and enforcing the said rules procedurally (procedural law)." These rules or regulations are useless, because without real sanctions and implementation, they will not create a deterrent effect for people who violate them and will not create order in the law itself.

Pursuant to Article 23 paragraph (1) of the Mortgage Law, a PPAT who is late in registering may be subject to administrative sanctions of temporary dismissal from office, or dismissal from office. However, what happened in practice, the PPAT has never been sanctioned for the late registration of the APHT. In the provisions of Article 23 paragraph (3) of the Mortgage Law, namely "the imposition of sanctions as referred to in paragraph (1) and paragraph (2) does not reduce the sanctions that can be imposed according to other applicable laws and regulations" stipulates that the imposition of sanctions in paragraph (1) does not reduce the sanctions that can be imposed according to other applicable laws and regulations, in this case it can be based on Article 1365 B.W. and PP No. 37 of 1998.

For parties who experience losses due to delays in APHT registration, they can sue civilly based on PPAT errors "According to the Civil Code, the element of error is an absolute requirement where the maker of the unlawful act must compensate for all losses, regardless of the weight value. the maker's fault" so that the delay in registering the APHT specified in the Mortgage Law, which is 7 days after the APHT was signed, can be an element of error for the PPAT, regardless of the severity of the error. If the delay in registering APHT causes a loss to the parties, then based on Article 1365 B.W. "Every act that violates the law and brings harm to other people, obliges the person who caused the loss because of his mistake

to compensate for the loss" this provision obliges everyone who causing losses to other people to compensate for losses in accordance with the losses caused by him. "The loss referred to here is the loss of assets in general which includes: a. losses suffered by the sufferer, and; b. profits that should be obtained" if the PPAT's actions cause losses or do not obtain the benefits that should be obtained, the PPAT as a public official can be held liable in a civil manner based on this provision, where if the PPAT in carrying out his position causes losses to other people, then the PPAT is also obliged to compensate caused by it.

The implementation of something that should have become someone's obligation that is not carried out completely or only partially, or if it is not on time then this is included in default, as well as if the obligation is not carried out properly, that is not in accordance with what has become his obligation, if we look at Article 13 paragraphs (1) and (2) registration is an obligation of the PPAT which is limited by time, namely no later than 7 days, and this registration has been entrusted by law and the parties to the PPAT who has been specifically appointed to registering APHT. So that if the PPAT is late in registering the APHT or does not even register the APHT in accordance with what is determined by the Mortgage Law, the PPAT can be said to have fulfilled the elements of wanprestatie.

Sanctions for PPATs are also contained in Government Regulation Number 37 of 1998, these provisions are contained in Article 10 paragraph (1) and paragraph (2), namely:

#### Article 10

- (1) The PPAT is honorably dismissed from his position because:
  - a. own request;
  - b. no longer able to carry out their duties due to the state of their physical or mental health, after being declared by the authorized health examination team at the request of the Minister or appointed official;
  - c. committing a minor violation of the prohibition or obligation as a PPAT;



- d. appointed as a civil servant or ABRI;
- (2) The PPAT is dishonorably dismissed from his position, because:
  - a. committing a serious violation of the prohibition or obligation as a PPAT;
  - b. sentenced to imprisonment/prison for committing a crime punishable by imprisonment or imprisonment for a maximum of 5 (five) years or more based on a court decision that has obtained permanent legal force.

In the provisions of Article 10 paragraph (1) letter c, a PPAT who commits a minor violation of the prohibition or obligation as a PPAT can be dismissed with respect, and in paragraph (2) letter a, a PPAT who commits a serious violation of the prohibition or obligation as a PPAT can be dismissed by no respect. Provisions for this sanction were imposed on the PPAT by the Minister, this provision is regulated in article 5 PP Number 37 of 1998, further stipulated regarding sanctions in the regulation of the head of the national land agency of the Republic of Indonesia number 1 of 2006 concerning provisions for implementing government regulation number 37 of 1998 regarding position regulations official making land deed Article 28:

- (1) The PPAT is honorably dismissed from his position by the Agency Head because:
  - a. own request;
  - b. is no longer able to carry out his duties due to his physical or mental health condition, after being declared by the authorized health examiner team at the request of the Head of Agency or appointed official;
  - c. committing a minor violation of the prohibition or obligation as a PPAT;
  - d. appointed as civil servants or members of the TNI/POLRI.
- (2) The PPAT is dishonorably dismissed from his position by the Agency Head, because:
  - a. committing a serious violation of

- the prohibition or obligation as a PPAT;
- b. sentenced to imprisonment/prison for committing a crime punishable by imprisonment or imprisonment for a maximum of 5 (five) years or more based on a court decision that has permanent legal force;
- c. violate the professional code of ethics.

The Head of the Agency is the Head of the National Land Agency of the Republic of Indonesia, where when the PPAT commits a negligent or intentional violation, whether minor or serious, as well as a violation of the PPAT code of ethics, the head of the agency that imposes sanctions on the PPAT, this provision is different from the Notary. When committing a violation, the Notary if you commit a violation, sanctions will be given by the Regional Supervisory Council, the central Supervisory Council, and the Minister depending on the sanctions imposed. this provision is contained in the provisions of articles 73 and 76 UUJN. The expiration of the APHT registration deadline can result in a loss in the emergence of a lawsuit against the PPAT, and if there is a lawsuit that results in the confiscation of the collateral object, the creditor risks losing his preferred right because the Mortgage has not yet been born.

## CONCLUSION

The position of the PPAT in making the Deed of Granting Mortgage Rights, where there must be a principal agreement or loan agreement made by the creditor as the recipient of the Mortgage and the debtor as the Mortgage giver. According to Article 10 paragraph (1) and paragraph (2) UUHT, after the main agreement is held, the granting of Mortgage is carried out by making a Deed of Granting Mortgage Rights (APHT) made by PPAT in accordance with applicable laws and regulations, especially Article 2 PP No. 37 of 1998 concerning Regulations for the Position of Officials for Making Land Deeds which designate Officials for Making Land Deeds as the only Official entitled to make Deeds for Granting

Mortgage Rights. The process of imposing mortgage rights on land rights or ownership rights on apartment units must fulfill 3 (three) stages, namely: the existence of a debt agreement, the presence of APHT, and registration of mortgage imposition.

The expiration of the deadline for making APHT in the provisions of Article 15 paragraph (6) results in the SKMHT being used as the basis for making APHT null and void by law. However, in practice if the PPAT is late in registering the APHT, the PPAT can still re-register the APHT on the basis of a new SKMHT accompanied by a late letter. The legal consequence of the passing of the APHT registration deadline does not reduce or affect the validity of the Mortgage Right, the APHT has not been registered only causes a third party to be not bound by the promises made by creditors and the owner of the Mortgage object, these promises only bind the parties who do agreement. It's just that if the APHT is not registered immediately it will cause problems if the object owner loses his authority over the object so that the APHT cannot be registered, and if the object's ownership rights have been transferred to a third party and the third party does not know if the object has been pledged, this can causing problems in the future, because by not registering the APHT, third parties are not bound by the promises contained in the APHT. Pursuant to Article 23 paragraph (1) of the Mortgage Law, a PPAT who is late in registering may be subject to administrative sanctions of temporary dismissal from office, or dismissal from office.

## REFERENCES

Amiruddin dan Zainal Asikin, Pengantar Metode Penelitian Hukum, Ed. 1, Cet. VIII, PT. Raja Grafindo Persada, Jakarta, 2014.

Jayadi Setiabudi, Pedoman Pengurusan Surat Tanah & Rumah Beserta Perizinannya, Buku Pintar, Yogyakarta, 2015.

M. Khoidin, Hukum Jaminan (Hak-Hak Jaminan, Hak Tanggungan, dan Eksekusi Hak Tanggungan), Cetakan kedua, Laksbang Yustitia, Surabaya,

2017.

Peter Mahmud Marzuki, Penelitian Hukum, Cet. ke-13, Kencana Prenada Media Group, Jakarta, 2017.

Salim HS, Peraturan Jabatan dan Kode Etik Pejabat Pembuat Akta Tanah (PPAT), cetakan ke-1, PT. RajaGrafindo Persada, 2019.

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