

LEGAL ANALYSIS OF AGREEMENTS ON THE PROCESS AND POST-CREDIT OF HOME OWNERSHIP IN TRUSMILAND CIREBON REGENCY**ANALISIS HUKUM PERJANJIAN DALAM PROSES DAN PASCA KREDIT KEPEMILIKAN RUMAH DI TRUSMILAND KABUPATEN CIREBON**

Siti Alisah¹, Nasywa Hamidah², Febi Anggraeni Pratiwi³, Fauziah Shafira⁴, Riski Ananda Kusuma Putri⁵

University of Muhammadiyah Cirebon, West Java, Indonesia

*siti.alisah@umc.ac.id

**Corresponding Author*

ABSTRACT

The purpose of writing this article is to find out the Agreement Procedure and Legal Analysis of the Process and Problems after the Home Ownership Credit (KPR) agreement at Trusmiland Cirebon Regency. The method used in writing this article is qualitative research with data collection through direct interviews and literature studies with the aim of obtaining holistic data from the problems studied. The results found that the Home Ownership Credit (KPR) agreement procedure at Trusmiland, Cirebon Regency, includes four main requirements: a minimum age of 21 years or ever married, a clean credit history, a minimum income of IDR 3,000,000, and a certain working period. The application process begins with booking the unit, followed by BI checking, filing, and submission to the bank. Once approved, the debtor signs a credit agreement and a deal with the developer. In legal analysis, 21 years of age is considered an adult according to Article 330 of the Civil Code, while a clean credit history is important to guarantee merit. If there are problems in BI checking or the down payment is not fully returned, the agreement can be considered to contain errors or fraud, as stipulated in Article 1338 of the Civil Code. If the developer fails to fulfil its obligations, the principle of *exceptio non adimpleti contractus* applies, which relieves the debtor from the obligation to pay until the developer fulfils the performance according to the agreement.

Keywords: Home Ownership Credit (KPR), Debtor, Developer, Agreement.

ABSTRAK

Tujuan penulisan artikel ini adalah untuk mengetahui prosedur perjanjian serta analisis hukum terhadap proses dan permasalahan pasca perjanjian Kredit Pemilikan Rumah (KPR) di Trusmiland Kabupaten Cirebon. Metode yang digunakan dalam penulisan artikel ini adalah penelitian kualitatif dengan pengumpulan data melalui wawancara langsung dan studi kepustakaan, yang bertujuan memperoleh data secara holistik mengenai permasalahan yang diteliti. Hasil penelitian menunjukkan bahwa prosedur perjanjian Kredit Pemilikan Rumah (KPR) di Trusmiland Kabupaten Cirebon meliputi empat persyaratan utama, yaitu berusia minimal 21 tahun atau sudah pernah menikah, memiliki riwayat kredit yang bersih, berpenghasilan minimal Rp3.000.000, serta memiliki masa kerja tertentu. Proses pengajuan diawali dengan pemesanan unit, dilanjutkan dengan BI checking, pemberkasan, dan pengajuan kepada bank. Setelah disetujui, debitur menandatangani perjanjian kredit dan perjanjian dengan pengembang. Dalam analisis hukum, usia 21 tahun dianggap telah dewasa sesuai dengan Pasal 330 Kitab Undang-Undang Hukum Perdata, sedangkan riwayat kredit yang bersih menjadi syarat penting untuk menjamin kelayakan kredit. Apabila terjadi permasalahan dalam BI checking atau uang muka tidak dikembalikan secara penuh, perjanjian dapat dianggap mengandung kekeliruan atau penipuan sebagaimana diatur dalam Pasal 1338 Kitab Undang-Undang Hukum Perdata. Apabila pengembang gagal memenuhi kewajibannya, berlaku prinsip *exceptio non adimpleti contractus*, yang membebaskan debitur dari kewajiban membayar sampai pengembang memenuhi prestasinya sesuai dengan perjanjian.

Kata Kunci: Kredit Pemilikan Rumah (KPR), Debitur, Pengembang, Perjanjian.

1. INTRODUCTION

Home Ownership Credit (here in after the author will use the term KPR) is one of the

financing solutions that is widely used by people with lower middle income as a bridge to owning a house, involving three parties namely banks as credit providers, developers as property providers, and debtors as beneficiaries wrapped in an agreement process that imposes the rights and obligations of the parties including the commitment of the developer to complete the construction in accordance with the agreed specifications, schedule, and quality.¹ However, in practice, there are often cases where the developer does not fulfill the agreed agreement or contains agreement defects that cause losses to the debtor.²

KPR is one type of credit service offered by banks to debtors in need for special loans to ease the process of home ownership with the guarantee of house and land ownership certificates.³ According to Rupianti Nur Dewi, this is the central role of banking institutions in providing housing for the community, in line with government programs to support the provision of housing as mandated in Law Number 1 of 2011 concerning Housing and Settlement Areas.⁴

To take out a mortgage, an agreement must first be made between the Debtor and the housing developer, which refers to a business entity, either a corporation or an individual, engaged in the construction and development of residential real estate, including apartments.⁵ Like the object of research in this article, namely Marketing Gallery Trusmiland in Cirebon Regency. Marketing Gallery Trusmiland is one of the marketing offices of the Trusmiland Company, which is engaged in subsidized development in the Cirebon Regency area. In carrying out the Trusmiland KPR, the debtor is charged a fee for the home ownership process, this is in line with Marsella & Wessy Trisna Ronny Malemta Ginting's explanation that, the debtor is obliged to pay the mortgage in accordance with the stipulated conditions, including the

¹ Mortgages are in great demand by the public, especially the lower middle class because there are subsidies from the state (government), so this can ease the burden on the community in payment. See in Mansur Azis, "Pembiayaan Kredit Pemilikan Rumah (Kpr) Subsidi Untuk Meningkatkan Kesejahteraan Masyarakat Berpenghasilan Rendah," *Niqosiya: Journal of Economics and Business Research* 3, no. 1 (2023): 1–16, <https://doi.org/10.21154/niqosiya.v3i1.1717>; In the implementation of housing development, the developer does not work alone, but requires the involvement of other parties such as the private sector and banks. See in Swadana, Hs, and Muhaimin, "Implementasi Perjanjian Jual Beli Kredit Pemilikan Rumah (KPR) Antara Konsumen Dengan Developer (Studi Pada PT. Abu Bakar Lombok)."; Tunaswati and Lisdiyono, "Pembatalan Perjanjian Pengikatan Jual Beli Dan Kuasa Menjual Karena Adanya Cacat Hukum Akta (Studi Kasus Putusan Pengadilan Nomor 680 / Pdt . G / 2019 / PN Sgr)."; Teddy Prayoga, "Rekonstruksi Perlindungan Hukum Bagi Perbankan Dan Pembeli Rumah Susun Dalam Perjanjian Kredit Pemilikan Rumah Susun Yang Berbasis Nilai Keadilan" (Universitas Islam Agung Semarang, 2023).

² Polkrim, "Diduga Wanprestasi, Warga Perumahan Konsumen Trusmiland Klayat Tuntut Developer Trusmiland," www.polkrim-news.com, 2023, <https://www.polkrim-news.com/2023/12/diduga-wanprestasi-warga-perumahan.html?m=1>.

³ Rupianti Nur Dewi, Asep Sungkawa, and Ginan Wibawa, "Analisis Multi Akad Pada Pembiayaan KPR Rumah Bagi Nasabah Berpenghasilan Rendah Di BPRS Hik Parahyangan Di Tinjau Dari Fatwa DSN-MUI/IV/2000 Tentang Mudharabah," *Jurnal Ekonomi Dan Bisnis* 2, no. 2 (2022): 25, <https://doi.org/10.56145/jurnalekonomidanbisnis.v2i2.157>.

⁴ See in Undang-Undang Nomor 1 Tahun 2011 about Housing and Settlement Areas, in the Conscientious section point b which states that:
"Bahwa negara bertanggung jawab melindungi segenap bangsa Indonesia melalui penyelenggaraan perumahan dan kawasan permukiman agar masyarakat mampu bertempat tinggal serta menghuni rumah yang layak dan terjangkau di dalam perumahan yang sehat, aman, harmonis, dan berkelanjutan di seluruh wilayah Indonesia."

⁵ yoyo.angelica, "Apa Itu Developer Perumahan? Pahami Pengertian Dan Tanggung Jawabnya," [btn properti](http://btnproperti.co.id), 2023, <https://www.btnproperti.co.id/blog/apa-itu-developer-perumahan>.

principal amount, loan duration, and applicable interest rates, usually determined based on factors such as risk assessment and conditions prevailing in the financial market.⁶

Mortgage agreements are regulated in Article 1313 of the Civil Code.⁷ R. Subekti explains that an agreement is a commitment from one party to another or a mutual promise between two parties to fulfill a certain obligation (*contractus est quasi actus contra actum*). This agreement can be realized through a series of statements containing promises or commitments, which can be communicated either orally or in writing.⁸ In the context of a credit agreement, an initial consensus is reached between the creditor and the debtor, with the terms of this agreement formalized in a loan contract signed by both parties. According to Mariam Darus Badruzaman, loan contracts are defined as preliminary agreements (*voorovereenkoms*) regarding the transfer of funds. This preliminary agreement arises from the mutual understanding between the lender and the borrower regarding their legal relationship, and is binding (*pacta de contrahendo*).⁹

In the practice of mortgage agreements, both the process before the agreement and after the agreement often faces several problems such as defects in legal agreements and developers who do not comply with agreements in development which have implications for losses for consumers / debtors so that this becomes an important discourse in this article.

Based on the explanation above, the purpose of this article is to find out the Home Ownership Credit Agreement Procedure (KPR) between Debtors and Developers in Trusmiand Cirebon Regency, as well as a legal analysis of the process and problems after the Home Ownership Credit Agreement (KPR) in Trusmiand Cirebon Regency.

2. METHODS

In this research we used data from field studies and literature studies using qualitative methods. A qualitative approach was chosen to gain an in-depth understanding of a phenomenon through descriptive and narrative information.¹⁰ This research combines two types of data sources: primary and secondary. Primary data consists of information collected directly from the source, as indicated by direct interviews with the developers of the Trusmiand Marketing Gallery. In contrast, secondary data was obtained from a literature

⁶ Interest rates are determined based on the BI rate, but sometimes national private banks, mixed banks, and foreign banks do not use the BI rate as a benchmark for setting interest rates because houses are included in primary needs so that at any interest rate, people must need a house. See in Bagus Dwi Prasetyo and Nining I Soesilo, "Faktor-Faktor Yang Mempengaruhi Suku Bunga Pinjaman Ang Mempengaruhi Suku Bunga Pinjaman Perumahan," *Jurnal Kebijakan Ekonomi* 17, no. 1 (2022): 15–31, <https://doi.org/10.21002/jke.2022.02>; Marsella & Wessy Trisna Ronny Malemta Ginting, "Aspek Hukum Terhadap Perjanjian Jual-Beli Rumah Secara Kredit Kepemilikan Rumah (KPR) Di Perum-Perumnas Terhadap Konsumen (Studi Di Perum Perumnas) Legal Aspects of House Sale-Buying Agreements on House Ownership Credit (KPR) In Perum-Perumnas to Consumer," *Arbiter: Jurnal Ilmiah Magister Hukum* 4, no. 1 (2022): 45–57, <https://doi.org/10.31289/arbiter.v4i1.1204>.

⁷ As stipulated in Pasal 1313 KUHPerdota which reads:

"Suatu persetujuan adalah suatu perbuatan dimana satu orang atau lebih mengikatkan diri terhadap satu orang lain atau lebih".

⁸ Ahmad Amir Ruddin Nita Ayuningsih, Sylvania Okta Aurelia, Vania Aulia, Alvi Septia Listyani, "Implikasi Hukum Perdata Terkait Utang Piutang Yang Sudah Daluwarsa," *Mahalini: Journal of Business Law* 1, no. 1 (2024): 60–80.

⁹ Liong Adeline, "Akibat Hukum Bagi Pemberi Pinjaman Terhadap Pembatalan Akta Perjanjian Pinjam Meminjam," *Indonesian Notary Volume* 2, no. 13 (2020): 269–85.

¹⁰ Samiaji Sarosa, "Analisi Data Penelitian Kualitatif," ed. Flora Maharani" (depok: PT Kanisius, 2021), p 2.

review, which served as reference material, including books, articles, journals, Laws and various other sources.¹¹

3. RESULTS AND DISCUSSIONS

3.1. Home Ownership Credit Agreement Procedure (KPR) Between Debtors and Developers at Trusmiand Cirebon Regency

The Home Ownership Credit (KPR) agreement procedure at Trusmiand Cirebon Regency consists of a series of administrative and legal stages designed to ensure that every housing financing transaction complies with legal requirements while adhering to the prudential principles applied by banking institutions. Based on interviews with the developer, this mechanism functions not merely as an administrative process for credit applications but also as an instrument for verifying the legal and financial eligibility of prospective debtors before a legally binding contractual relationship is established.

The process begins with the fulfillment of the fundamental eligibility requirements that every prospective debtor must satisfy. One of the primary requirements concerns legal capacity, whereby applicants must be at least 21 years of age or legally married. This requirement is closely related to the legal provisions governing contractual capacity, ensuring that prospective debtors possess the legal competence to execute authentic legal documents before a notary. In addition, applicants must not have previously acquired a housing unit through a Home Ownership Credit scheme, whether subsidized or commercial, as part of the screening mechanism implemented by both the developer and the bank to ensure compliance with applicable financing policies.

Financial capability also constitutes a key determinant in the debtor selection process. Applicants are required to have a monthly income ranging from IDR 3,000,000 to IDR 8,000,000 and demonstrate employment stability through a minimum of three years of continuous employment for salaried workers or at least six years of business operation for entrepreneurs. These requirements reflect the implementation of creditworthiness assessments aimed at minimizing default risk while providing assurance to the bank regarding the debtor's capacity to fulfill repayment obligations throughout the loan period.

Once the preliminary requirements have been fulfilled, the process proceeds with the unit booking stage, which represents the prospective debtor's initial commitment to the developer. At this stage, the prospective buyer pays a booking fee as evidence of the reservation. This payment serves as the basis for the developer to initiate the subsequent stage, namely credit history verification through BI Checking, currently integrated into the Financial Information Service System (SLIK). This verification plays a strategic role in identifying whether prospective debtors have problematic credit records that could hinder financing approval. If outstanding obligations or unresolved credit issues are identified, the mortgage application cannot proceed until such issues have been resolved.

The subsequent stage involves document submission, during which the marketing division collects all administrative documents required for the mortgage application. These documents include identity cards, taxpayer identification numbers (NPWP), family cards, marriage certificates, salary slips, bank statements, and other supporting documents. Once the documentation is deemed complete, the bank conducts field verification to confirm the consistency between the applicant's submitted information and actual conditions. This verification forms an integral component of the bank's due diligence process, which aims to minimize information asymmetry between debtors and lending institutions.

The final decision regarding mortgage approval rests entirely with the bank after all verification procedures have been completed. If the application is approved, the debtor

¹¹ Sugiyono Tarsito, *"Metode Penelitian Kuantitatif, Kualitatif Dan R&D."* (Bandung: Alfabeta, 2014), p 2.

proceeds to the credit agreement signing stage and the subsequent handover of the property according to the agreed schedule. Conversely, if the application is rejected, the financing process is terminated in accordance with the bank's evaluation. Before entering into the formal credit agreement with the bank, the developer and the consumer first execute a Joint Agreement Letter (Surat Perjanjian Bersama/SPB) during the unit blocking stage. This document stipulates the terms governing the booking deposit, including refund mechanisms if the applicant fails the BI Checking stage or if the mortgage application is rejected by the bank. The existence of the SPB provides preliminary legal certainty regarding the rights and obligations of both parties before the formal credit relationship with the bank is established.

The credit agreement is subsequently signed directly between the bank and the debtor, as these parties constitute the legal relationship governing the financing facility. During this process, the bank explains various aspects of the transaction, including the Sale and Purchase Deed (Akta Jual Beli/AJB), Name Transfer Fee (Bea Balik Nama/BBN), Land and Building Rights Acquisition Duty (Bea Perolehan Hak atas Tanah dan Bangunan/BPHHTB), and the applicable credit interest rate structure. The debtor's personal attendance during the signing process is an essential requirement to ensure that consent is provided voluntarily and with full awareness of the contractual obligations.

Information transparency also represents an important element of the procedure implemented by TrusmiLand. Before consumers sign the Joint Agreement Letter, the marketing division is required to provide detailed explanations regarding all provisions contained in the document. Consumers are given sufficient opportunity to read the entire agreement, raise questions concerning clauses they do not understand, and obtain further clarification before giving their consent. This practice demonstrates an effort to establish mutual understanding between the parties, thereby reducing the potential for contractual misunderstandings from the outset.

Regarding payment mechanisms, the developer offers three alternative transaction methods: full cash payment (hard cash), installment cash payment (cash bertahap), and financing through a Home Ownership Credit facility. Each payment method carries distinct legal consequences, particularly concerning transaction cancellation. Based on the research findings, if a debtor unilaterally cancels the mortgage process before the bank issues its decision, the developer refunds 80% of the amount already paid, while the remaining 20% is forfeited as a cancellation consequence. However, if cancellation occurs after the bank's approval or rejection decision has been issued, only 50% of the funds are refunded, while the remaining 50% is retained to cover administrative expenses and other costs incurred during the mortgage application process.

Although the complete contents of the agreement between the debtor and the developer remain confidential and therefore could not be comprehensively examined in this study, interview findings indicate that the agreement regulates several fundamental aspects governing the contractual relationship between the parties. The principal clauses include the property's selling price together with detailed payment components such as the down payment, taxes, name transfer fees, and Sale and Purchase Deed costs. The agreement also establishes the debtor's right to submit complaints regarding construction warranties within a specified period following the handover of the property, the debtor's obligation to complete down payment installments according to the agreed schedule, and the legal consequences of non-compliance, including automatic cancellation of the transaction and forfeiture of the down payment. Overall, the structure of the agreement demonstrates that the legal relationship between the debtor and the developer is established through an explicit allocation of rights, obligations, and risks, thereby providing legal certainty and protection for both parties throughout the implementation of the housing financing transaction.

2. . Legal Analysis of Procedures and Problems after the Home Ownership Credit Agreement (KPR) in Trusmiand Cirebon Regency

The Home Ownership Credit (KPR) procedure implemented at Trusmiand Cirebon Regency demonstrates that the contractual relationship between debtors, developers, and financial institutions is governed by both statutory provisions and contractual principles designed to ensure legal certainty throughout the housing financing process. From a legal perspective, the eligibility requirements imposed on prospective debtors reflect the application of fundamental principles of contract law concerning legal capacity and contractual performance. The requirement that applicants must be at least twenty-one years old or legally married corresponds to Article 330 of the Indonesian Civil Code, which recognizes such individuals as possessing full legal capacity to enter into binding legal agreements. Likewise, the requirement that applicants maintain a clean credit history serves as an assessment of their ability to perform contractual obligations, thereby supporting the prudential principle adopted by financial institutions in mortgage financing.

Financial eligibility requirements further reinforce the principle of contractual reliability by requiring applicants to demonstrate sufficient economic capacity before entering into a long-term financing agreement. The minimum income threshold and employment or business experience function as objective indicators of repayment capability and reduce the likelihood of future default. From a contractual perspective, these requirements illustrate that mortgage financing is founded not only on the parties' mutual consent but also on an assessment of the debtor's capacity to perform the agreed obligations throughout the duration of the credit relationship.

Despite these formal safeguards, the empirical findings reveal that legal disputes may emerge during the preliminary stages of the mortgage application process, particularly concerning the booking fee and down payment (DP). One recurring issue identified in this study involves prospective debtors who were unaware that failure during the BI Checking process would result in only a partial refund of the down payment. This misunderstanding primarily arises from inadequate disclosure or ineffective communication regarding contractual clauses governing refund mechanisms before the agreement is finalized. Consequently, the debtor's consent may not fully satisfy the principle of informed agreement, creating potential legal disputes regarding the validity of contractual consent.

From the standpoint of Indonesian contract law, insufficient disclosure concerning material contractual consequences may constitute an element of mistake or fraud capable of affecting the validity of contractual consent. This interpretation is consistent with Article 1338 of the Indonesian Civil Code, which establishes that agreements legally entered into become binding upon the parties and must be executed in good faith. Where contractual provisions are formulated or communicated in a manner that misleads consumers regarding their legal rights and obligations, the agreement may conflict with the principle of good faith that underlies contractual performance. Classical legal maxims, including *dolus malus pactum se non servaturum*, *contractus ex turpi causa vel contra bonos mores nullus est*, and *pacta quae contra leges constitutionesque vel contra bonos mores fiunt nullam vim habere*, reinforce the proposition that agreements tainted by fraud or contrary to law and public morality cannot produce legitimate legal consequences.

These findings suggest that developers should strengthen contractual transparency by ensuring that every clause concerning booking fees, down payments, and cancellation consequences is clearly communicated before the consumer signs any preliminary agreement. Such improvements would better align contractual practice with the principle of *pacta sunt servanda*, whereby agreements freely and lawfully concluded must be faithfully performed by both parties. Effective disclosure not only protects consumers from misunderstandings but also strengthens the legal enforceability of the agreement itself.

Another significant legal issue concerns the application of force majeure during the implementation of mortgage agreements. According to the empirical findings, TrusmiLand incorporates force majeure provisions within the Joint Agreement Letter (SPB), enabling disputes arising from extraordinary events to be resolved through internal procedures without court intervention. When natural disasters such as floods or earthquakes damage subsidized housing, the developer remains responsible for structural failures occurring within the contractual warranty period specified in the Special Conditions of Contract. At the same time, circumstances beyond the debtor's control—such as house fires, serious illness, family bereavement, or natural disasters preventing continued mortgage payments—are treated as force majeure events that relieve the debtor from ordinary contractual consequences. This approach reflects the legal maxims *actus Dei nemini facit injuriam* and *ad casus fortuitos non tenetur quis nisi sua culpa intervenerit*, which recognize that individuals should not bear liability for events beyond their control unless such events result from their own fault.

The practical implementation of these provisions also demonstrates a differentiated refund policy based on the cause of contract termination. Ordinary unilateral withdrawal by the debtor results in partial forfeiture of the down payment, whereas withdrawals resulting from verified force majeure entitle the debtor to a full refund. The developer resolves such cases through mediation rather than litigation, requiring the debtor to present documentary evidence supporting the force majeure claim before management approves the reimbursement. This practice indicates an effort to balance contractual certainty with equitable treatment under exceptional circumstances.

Following the execution of the formal credit agreement, the legal relationship between the debtor and the developer undergoes a significant transformation. Once the credit contract has been signed and financing has been disbursed, responsibility for repayment obligations shifts primarily to the legal relationship between the debtor and the bank, while the developer's role becomes limited to obligations expressly retained under the housing purchase agreement. Nevertheless, the developer remains responsible for construction warranties and post-handover defects that are not attributable to the debtor. These responsibilities are reinforced through warranty documents signed before key handover and supported by internal oversight mechanisms, including audit procedures designed to monitor compliance across operational divisions. Furthermore, debtors retain the right to pursue complaints through external consumer protection institutions should internal resolution mechanisms prove inadequate.

The most substantial post-contractual dispute identified in this research concerns the developer's failure to fulfill obligations explicitly promised in the housing agreement. Residents reported that the housing project failed to provide the promised municipal water supply (PDAM), replacing it instead with poor-quality groundwater characterized by discoloration, salinity, unpleasant odor, and contamination. Additional complaints concerned drainage systems, public infrastructure, playgrounds, green open spaces, cemeteries, and waste disposal facilities. The study also documents construction quality issues, including the collapse of a ceiling in a subsidized house that had been occupied for only three months, raising serious concerns regarding construction standards and the effectiveness of the developer's warranty obligations.

From a legal perspective, these circumstances illustrate the application of the doctrine of *exceptio non adimpleti contractus*, which provides that a party is not obligated to perform its contractual obligations when the counterparty has failed to fulfill its own performance. When developers fail to deliver essential facilities or rectify construction defects as promised, debtors possess legitimate grounds to challenge the developer's performance based on the reciprocal nature of contractual obligations. The doctrine reflects the broader principle of good faith, which requires every contracting party to perform its obligations honestly, fairly, and consistently with the legitimate expectations created by the agreement. Consequently,

contractual justice requires developers to fulfill promised facilities, honor warranty commitments, and maintain transparency throughout the implementation of housing agreements in order to preserve consumer trust and uphold legal certainty within Indonesia's housing finance sector.

4. CONCLUSION

From the explanation above, the author can conclude that, the procedure for home ownership credit agreements (KPR) between debtors and developers in trusmiland Cirebon Regency has 4 conditions including age, credit history, income, and tenure. While the mortgage application procedure starts from the unit booking process, followed by BI checking, filing, and submission to the bank. After being approved by the bank, the debtor will sign a credit agreement and an agreement with the developer.

In the legal analysis of the process and problems after the home ownership credit agreement (Kpr) in trusmiland Cirebon district, the KPR agreement process requires applying for a KPR in terms of the applicant's age must be at least 21 years old or have been married with a minimum income of Rp. 3,000,000 (three million rupiah). because the age of 21 years according to the law is declared an adult according to article 330 of the Civil Code. Furthermore, the debtor does not have a credit history, because it is feared that he cannot fulfill his performance. In the event that the BI checking process is problematic and the DP money is not returned in full, legally it can be said that the agreement contains elements of error or fraud, so that it applies *postulat dolo malo pactum se non servaturum* (which means that an agreement resulting from fraud is considered invalid in accordance with Article 1338 of the Civil Code. In the formulation of the agreement there is also *force majeure* or *force majeure*, applies *postulat actus dei nemini facit injuriam* atau *ad vel majorem vel ad casus fortuitos non tenetur quis, nisi sua culpa intervenerit* (There is no responsibility for a person for accidents or circumstances that are beyond his control, unless he himself causes them). In the event of problems after the agreement the developer does not fulfill the performance as stated in the agreement, then *postulat exceptio non adimpleti contractus* (if one party does not fulfill the performance, then the other party is also not obliged to fulfill). When the developer does not fulfill his obligations then, the debtor is not obliged to fulfill what he is charged with.

5. REFERENCES

- Adeline, L. (2020). Akibat hukum bagi pemberi pinjaman terhadap pembatalan akta perjanjian pinjam meminjam. *Indonesian Notary*, 2(13), 269–285.
- Atmoko, D. (2022). Penerapan asas kebebasan berkontrak dalam suatu perjanjian baku. *Binamulia Hukum*, 11(1), 81–92. <https://doi.org/10.37893/jbh.v11i1.683>
- Azis, M. (2023). Pembiayaan kredit kepemilikan rumah (KPR) subsidi untuk meningkatkan kesejahteraan masyarakat berpenghasilan rendah. *Niqosiya: Journal of Economics and Business Research*, 3(1), 1–16. <https://doi.org/10.21154/niqosiya.v3i1.1717>
- Chumaida, Z. V. (2014). Prinsip itikad baik dalam perjanjian asuransi yang berkeadilan. PT Revka Petra Media.
- Dewi, R. N., Sungkawa, A., & Wibawa, G. (2022). Analisis multi akad pada pembiayaan KPR rumah bagi nasabah berpenghasilan rendah di BPRS Hik Parahyangan ditinjau dari Fatwa DSN-MUI/IV/2000 tentang Mudharabah. *Jurnal Ekonomi dan Bisnis*, 2(2), 25. <https://doi.org/10.56145/jurnalekonomidanbisnis.v2i2.157>
- Ginting, R. M., Marsella, & Trisna, W. (2022). Aspek hukum terhadap perjanjian jual-beli rumah secara kredit kepemilikan rumah (KPR) di Perum-Perumnas terhadap konsumen (Studi di Perum Perumnas). *ARBITER: Jurnal Ilmiah Magister Hukum*, 4(1), 45–57. <https://doi.org/10.31289/arbiterv4i1.1204>
- Jeh, I. (2024). Pemilik rumah subsidi di Trusmiland Cirebon ketimpa plafon ambruk, kesal baru 3 bulan dihuni. Indramayu Jeh.

- <https://www.indramayujeh.com/berita-terbaru/pemilik-rumah-subsidi-di-trusmiland-ci-rebon-ketimpa-plafon-ambruk-kesal-baru-3-bulan-dihuni/>
- Kumalasari, D., & Ningsih, D. W. (2018). Syarat sahnya perjanjian tentang cakap bertindak dalam hukum menurut Pasal 1320 ayat (2) KUH Perdata. *Jurnal Pro Hukum: Jurnal Penelitian Bidang Hukum Universitas Gresik*, 7(2). <https://doi.org/10.55129/jph.v7i2.725>
- Muka, I. W. (2021). Risiko pengembangan property (Vol. 1). CV Penerbit Qiara Media.
- Nikmah, M., Disemadi, H. S., & Purwanti, A. (2020). Akibat hukum perjanjian jual beli rumah melalui kredit pemilikan rumah secara over credit. *JCH (Jurnal Cendekia Hukum)*, 6(1), 13–28. <https://doi.org/10.3376/jch.v6i1.254>
- Nita Ayuningsih, S., Aurelia, S. O., Aulia, V., Listyani, A. S., & Ruddin, A. A. (2024). Implikasi hukum perdata terkait utang piutang yang sudah daluwarsa. *Mahalini: Journal of Business Law*, 1(1), 60–80.
- Polkrim. (2023). Diduga wanprestasi, warga perumahan konsumen Trusmiland Klayan tuntutan developer Trusmiland. *Polkrim News*. <https://www.polkrim-news.com/2023/12/diduga-wanprestasi-warga-perumahan.html?m=1>
- Prasetyo, B. D., & Soesilo, N. I. (2022). Faktor-faktor yang mempengaruhi suku bunga pinjaman perumahan. *Jurnal Kebijakan Ekonomi*, 17(1), 15–31. <https://doi.org/10.21002/jke.2022.02>
- Prayoga, T. (2023). Rekonstruksi perlindungan hukum bagi perbankan dan pembeli rumah susun dalam perjanjian kredit pemilikan rumah susun yang berbasis nilai keadilan (Doctoral dissertation, Universitas Islam Sultan Agung). <http://repository.unissula.ac.id/id/eprint/31001>
- Salsabila, A. N., & Djajaputera, G. (2024). Kewajiban bagi debitur yang melakukan wanprestasi kepada kreditur dalam kasus kredit macet, 7(1), 667–676.
- Sanusi, S., Rizkianto, K., & Asmarudin, I. (2017). Perlindungan hukum dalam perjanjian fidusia. Penerbit Diya Media Group.
- Sarosa, S. (2021). Analisis data penelitian kualitatif (F. Maharani, Ed.). PT Kanisius.
- Sugiyono. (2014). Metode penelitian kuantitatif, kualitatif, dan R&D. Alfabeta.
- Sujoko, A. (2023). Potensi sengketa terkait keadaan kahar (force majeure) dalam kontrak pengadaan pemerintah. *Jurnal Pengadaan Indonesia*, 2(2), 73–83. <https://doi.org/10.59034/jpi.v2i1.11>
- Swadana, I. G. I., Salim HS, & Muhaimin. (2023). Implementasi perjanjian jual beli kredit pemilikan rumah (KPR) antara konsumen dengan developer (Studi pada PT Abu Bakar Lombok), 4(1).
- Tunaswati, A., & Lisdiyono, E. (2023). Pembatalan perjanjian pengikatan jual beli dan kuasa menjual karena adanya cacat hukum akta (Studi kasus Putusan Pengadilan Nomor 680/Pdt.G/2019/PN Sgr). *Akta Notaris*, 2(1), 21–38. <https://doi.org/10.56444/aktanotaris.v2i1.891>
- yoyo.angelica. (2023). Apa itu developer perumahan? Pahami pengertian dan tanggung jawabnya. *BTN Properti*. <https://www.btnproperti.co.id/blog/apa-itu-developer-perumahan>
- Zaroni, M. (2019). Urgensi pembatasan prinsip kebebasan berkontrak dalam perspektif historis, 19, 299.
- Zainal Arifin Mochtar, & Hiariej, E. O. S. (2021). Dasar-dasar ilmu hukum. Red and White Publishing.