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Legal Protection for Creditors Who Exceed The Time Limit in Registering Mortgage Rights at The Batam City Land Office

Nadia Amantha Ghufani[1)] & Taufan Fajar Riyanto[2)]

[1)]Faculty of Law, Universitas Islam Sultan Agung, Semarang, Indonesia, E-mail: nadiaamantha99@gmail.com

[2)]Faculty of Law, Universitas Islam Sultan Agung, Semarang, Indonesia, E-mail: taufannotaris@yahoo.com

Abstract. *Legal protection for creditors who exceed the mortgage registration deadline at the Batam City National Land Office is a common occurrence despite changes in the mortgage registration system from a manual to an electronic system. On the one hand, Law Number 4 of 1996 has expressly stipulated that mortgage registration must be carried out no later than 7 (seven) days after the signing of the Mortgage Grant Deed. However, in practice, delays in registration are still found because currently registration is carried out by the PPAT and continued by the creditor, which has the potential to cause a delay in registration. This study aims to analyze the legal protection for creditors who exceed the mortgage registration deadline and to analyze the legal consequences for creditors if they exceed the mortgage registration deadline. The approach method in this study is the statutory approach (Statue Approach) and the case approach (Case Study). This type of research is empirical research. The types and sources of data in this study are primary data obtained directly in the field through interviews and supported by primary legal materials, secondary legal materials, and tertiary legal materials. Using the theory of legal protection and the theory of legal certainty. The analysis in this study is descriptive. The research results show that legal protection for creditors who exceed the mortgage registration deadline can still be provided by the Land Deed Official (PPAT) by attaching a statement of delay in the deed, but this carries a fatal risk because it violates the time limit provisions as stipulated in the UUHT (Mortgage Rights Law). In this case, the Mortgage Rights Certificate (SHT) can be considered legally invalid, eliminating executorial power, and the creditor loses its position as a preferred creditor. Although data may still be entered into the BPN system, the validity of the registration is vulnerable to being challenged, resulting in a loss of certainty. However, on the other hand, the legal* *relationship between the creditor and the debtor remains valid and binding based on the credit agreement. The legal consequences for creditors due to the delay in registering the mortgage rights are that the delay in registering the Mortgage Rights (HT) by the PPAT results in the creditor losing its status as a preferred creditor (preferred) and risks losing collateral, because the HT will be created when registered at the Land Office. As a result, the creditor is positioned as a concurrent creditor equal to other creditors, and has the potential to not receive repayment if the debtor goes bankrupt. Furthermore, the registration process involving the creditor has the potential to increase the time lag in the registration, so it is necessary to review the rights registration system. electronically so that registration is only carried out by the PPAT.*

***Keywords**: Creditor; Delay in Registration; Mortgage.*

1. Introduction

Indonesia is a nation focused on the welfare of its people, as mandated in the Preamble to the 1945 Constitution of the Republic of Indonesia. To support national development and improve the welfare of the people, the state relies heavily on financing as a supporting instrument for economic activity. This is inextricably linked to development activities, the implementation of which emphasizes the economic sector, requiring substantial funding.[1]These funds can be obtained from banking institutions by providing credit programs to the public, accompanied by collateral as security for debt repayment. This collateral can be land or buildings, with the land title certificate, known as a mortgage, as collateral.

Based on the Basic Agrarian Law Number 5 of 1960, there is a guarantee right on land which is called a mortgage right.[2]Mortgage rights are security rights over land and related objects that function to guarantee the repayment of a certain debt which gives a priority position to the creditor holding the rights compared to other creditors or in general if the debtor cannot pay off his debt, then the creditor has the right to sell the land that is guaranteed to get the repayment of his debt. Based on this, it is appropriate that the parties, namely both the debtor and the creditor, receive legal protection through a strong security rights institution and can provide legal certainty. Mortgage rights are regulated in Law Number 4 of 1996 concerning Mortgage Rights over land and objects related to land (UUHT) in accordance with Article 1 paragraph (1) which states that: "The security rights imposed on land rights as referred to in Law Number 5 of 1960 concerning Basic Agrarian Principles, including or not including other objects that

[1]Purwahid Patrik and Kashadi, (2008), Guarantee Law, Faculty of Law, UNDIP, Semarang, p.49.
[2]Adrian Sutedi, (2010), Mortgage Law, Sinar Grafika, Jakarta, p.5.

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are an integral part of the land, for the repayment of certain debts, which gives priority position to certain creditors over other creditors."

In the case of land rights that are the object of mortgage rights followed by the guarantee of the land rights certificate belonging to the debtor which will be guaranteed to the selected bank, then the Notary/PPAT is tasked with making a Deed of Granting of Mortgage Rights (APHT) after the certificate has been handed over to the Notary and the Deed of Granting of Mortgage Rights (APHT) has been signed. The Deed of Granting of Mortgage Rights (APHT) contains all agreements related to the granting of mortgage rights from the debtor to the creditor in accordance with the debt being guaranteed.[3]Therefore, it can also be said that a Mortgage Right is a guarantee of repayment of the creditor's debt to the debtor in accordance with the agreement made. Furthermore, the purpose of a Mortgage Right Grant Deed (APHT) is to grant all rights and obligations to the mortgagee (debtor) in an authentic deed called a Mortgage Right Grant Deed and is drawn up before a Land Deed Making Official (PPAT).

The process of encumbrance of mortgage rights can be carried out through 2 (two) stages, namely the granting of mortgage rights and registration of mortgage rights. In the registration of mortgage rights cannot be ignored because one of the principles of mortgage rights is the principle of publicity or informing the general public through information media, which is manifested in the form of mortgage registration. The registration of mortgage rights itself is carried out by the Land Office by creating a Mortgage Land Book and then recording the Mortgage Rights into the Land Book after the PPAT submits the complete Mortgage Rights Granting Deed and other documents to the Land Office and continues by copying the records into the land certificate of the relevant party. The implementation of the Mortgage Rights registration with the Land Office is an absolute requirement for the birth of Mortgage Rights that will be binding on third parties. With the birth of mortgage rights, preferential collection rights from creditors will arise, determine the position of preferential creditors and will determine the position of creditors in the case of collateral seizure.[4]

Previously, in the registration process, mortgage rights were registered manually, namely the Land Deed Making Officer had to go to the local Land Office with the physical document of the second page of the Deed of Granting of Mortgage Rights which had been signed by the parties along with other supporting documents to be registered at the Land Office with a process of 7 (seven) working days and after the files were submitted, the Mortgage Rights were

[3]ST. Remy Sjahdeini, 1999, Mortgage Rights, Principles, Basic Provisions and Problems Faced by Banking, Alumni, Bandung, Page. 103-105

[4]M. Bahsan, (2002), Assessment of Indonesian Banking Credit Guarantees, Rejeki Agung, Jakarta, p. 55

recorded in the Land Rights book and the Land Rights book which became evidence of the existence of Mortgage Rights.[5]

Along with the development of science and technology and improving the quality of service, the mortgage registration process has used an electronically integrated system (HT-EL System) based on the provisions of the Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 9 of 2019 concerning Electronically Integrated Mortgage Rights Services which was later amended to the Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 5 of 2020 concerning Electronically Integrated Mortgage Rights Services. The issuance of this regulation aims to simplify the Mortgage Rights service process so that people do not need to come to the local Land Office to register Mortgage Rights. This process can be carried out by creditors by submitting an application for Electronic Mortgage Rights (HT-EL) registration services through the HT-EL system, namely mitra.atr.bpn.go.id, then completed by the PPAT to send or upload all required files and attach a statement regarding the accountability of validity into the system.[6]

Before the Electronic Mortgage Rights results are issued, the Head of the Land Office or an Official is required to check whether the required documents and the Electronic Mortgage Rights Certificate are in accordance with the requirements. If any documents do not match the information provided to the creditor or PPAT, the party concerned will be asked to complete the required documents. If they are not corrected, the document application will be considered invalid. Furthermore, in the Mortgage Rights registration process, several obstacles are encountered by various parties, including:

1. Before entering the Deed of Granting of Mortgage Rights for the Mortgage Rights service, first check the certificate online to find out whether the land is experiencing a land dispute, is blocked or does not have a Land Plot Identification Number (NIB) which will then prevent the creation of an APHT and must be mapped by finding physically accurate coordinate points.

2. The HT-EL system is unstable or frequently experiences disruptions (system errors), resulting in delays in electronic HT registration.

The determination of a maximum period of 7 (seven) working days after the signing of the APHT to register the Mortgage Rights requires the PPAT to work carefully and quickly. Delays by the PPAT in carrying out the registration of the Mortgage Rights will be subject to sanctions in accordance with the provisions of Article 23 of the Mortgage Rights Law and also cause losses to creditors, such as

[5] HM Arba and Diman Ade Mulada, (2020), Law on Mortgage Rights on Land and Objects Thereon, Sinar Grafika, Jakarta, p.31.

[6] Sarah Exaudia, et al, 2021, "Implementation of Electronically Integrated Mortgage Rights Services in the Office
Batam City Land Policy," Marcapada: Journal of Land Policy, No. 1, Vol. 1, pp. 47-49.

the imposition of a seizure by the Court and bankruptcy. Along with this, the process of completing the registration of the Mortgage Rights also requires Land Office officers to complete the registration in a timely manner according to the specified time, namely no later than 7 (seven) days for the land registration process.

However, based on the facts in the field in the implementation of mortgage registration which was previously done online then all files that have been registered through the system submitted to the Batam City Land Office there are still delays in time or time periods that do not comply with the provisions related to the Mortgage registration process. However, based on the facts in the field in the implementation of mortgage registration which was previously done online then all files that have been registered through the system submitted to the Batam City Land Office there are still delays in time or time periods that do not comply with the provisions related to the Mortgage registration process. This occurs due to obstacles from the Bank that does not register on time due to the large queue in registering mortgage rights to, ignoring the deadline or file correction and waiting for complete files which causes a long time lag, obstacles from PPAT who is too much work so that there is a queue in registering mortgage rights to obstacles carried out by the Land Office such as a large registration queue and system errors.

With the above case, it is concluded that there is negligence from the banking admin team and the PPAT team in the mortgage registration process which does not supervise the files that have been inputted every day. The HT-el system also requires document supervision by Bank officers and PPAT to always check emails from BPN which requires accuracy so that there is no delay in the deadline so that the registration files are canceled. Therefore, with this fact, it can later hinder the process of registering Mortgage Rights in the Batam City Land Office environment and will be detrimental to the Land Deed Making Officer (PPAT) because it is considered negligent in carrying out his duties and detrimental to creditors because the mortgage registration is not completed.

Based on the above description of the gap between das sollen and das sein, the researcher is interested in conducting in-depth research related to "Legal Protection for Creditors Who Exceed the Time Limit in Registering Mortgage Rights at the Batam City Land Office". This research is considered important to analyze in depth how legal protection and the legal consequences that arise for creditors if they exceed the time limit in registering mortgage rights.

2. Research methods

The approach methods used in this thesis research are the case study approach and the Statute Approach. The case approach is based on the widespread facts that occur in the field where they conflict with the provisions of the Law, while the Statute Approach is the initial basis for conducting analysis by reviewing all Laws and Regulations related to the problem being studied. The specifications in this study use descriptive, namely describing the conditions or phenomena in detail about the object being studied. The research data sources come from primary data and secondary data. The data collection method in this study uses library techniques (Study Document) and the research data analysis used is descriptive analysis which will later be drawn conclusions deductively.

3. Research Results and Discussion

3.1. Legal Protection for Creditors Who Exceed the Deadline for Registering Mortgage Rights at the Batam City Land Office

Mortgage Rights are rights granted by law as a guarantee for the repayment of certain debts which provide a preferred position compared to other creditors (Droit de Preferen). The legal basis for the mortgage rights themselves is regulated in Law Number 4 of 1996 concerning mortgage rights where in the process of encumbrance there are 2 (two) processes namely the process of granting mortgage rights by making a Deed of Granting Mortgage Rights before the Land Deed Making Officer (PPAT) as the basis for encumbrance of rights and is an agreement between the debtor and the creditor.[7]Then the mortgage registration process is carried out at the local Land Office so that the mortgage is born which will later bind third parties, fulfill the principle of publicity and protect the creditor from losing the collateral. Along with the development of science and technology, the mortgage registration process has been carried out electronically or through the HT-EL website where in the registration process the PPAT inputs the mortgage registration by uploading the documents required to register the mortgage such as the identity of the parties, Certificates to the Deed of Granting of Mortgage Rights. Then, after the PPAT has completed the upload and registration, the registration process is continued by the Creditor (Bank) by attaching a Letter of Introduction to the Deed that has been given by the PPAT while waiting for the Deposit Order (SPS) to be issued and will be paid by the PPAT. In the registration process, there are provisions regarding the time period given, namely in accordance with Article 13 paragraph (2) of Law Number 4 of 1996 concerning mortgage rights which states that mortgage registration should be carried out no later than 7 (seven) days after the signing of the APHT.[8]Apart from that, there are several document verifications carried out by the Land Office which will later determine whether the mortgage rights will be created or not.

During the implementation process, obstacles often arise, resulting in delays in registering mortgage rights. These obstacles arise from negligence on the part of the PPAT (Deputy Land Officer) or the creditor. The following are some of the obstacles experienced by PPATs:

1. There are PPAT work orders that result in a pile-up of mortgage file lists, thus ignoring the mortgage registration deadline and the expiry date of the Mortgage Granting Deed.

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[7]Boedi Harsono, 2008, Indonesian Agrarian Law, Djambatan, Jakarta, p.419.
[8]Law Number 4 of 1996 concerning Mortgage Rights

2. There was negligence by the PPAT staff who were not careful or did not supervise the registration of mortgage rights, such as not paying attention to the expiration date of the Deed of Granting of Mortgage Rights and not supervising the files, resulting in file corrections that were not corrected.

3. Notifications regarding corrections to mortgage files will only appear in the creditor partner's account, so if the PPAT staff does not respond quickly in If you ask the creditor to correct the document, the registration will be automatically closed from the system.

Apart from that, there are obstacles experienced by creditors, including:

1. Limited number of Bank employees in registering mortgage rights

2. Negligence on the part of the PPAT staff in not immediately providing the Deed Introduction Letter to the Bank, resulting in a time lag between the SPA date and the registration of the mortgage rights.

3. Negligence by bank employees who disregard the mortgage registration deadline until notification of document corrections, where the notification is only listed in the creditor partner's account. If this occurs, such as an error in writing the deed or incomplete documents but not immediately corrected by the creditor, the registration will be automatically closed from the mortgage registration system. If the registration is closed or suspended, this will be detrimental to the creditor and the Land Deed Official (PPAT), namely material losses due to having to pay PNBP again until the mortgage is late in being issued.

Apart from the above, the head of the land office can refuse HT-el services for the following reasons:[9]

1. There is a seizure and/or block that occurs during the HT-el service process; or

2. There are other reasons based on statutory provisions.

Cancellation of HT-el service application is declared void if there is an emergency situation beyond human control (force majeure) and/or certain circumstances that cause the HT-el system to be disrupted (error) and the results of the HT-el service cannot be issued. If the HT-el service application is canceled, the creditor can reapply and the fees that have been paid previously can be used to replace the HT-el service fees with the same subject and object. If these conditions are not met, the service fees will be returned to the creditor. Furthermore, based on the problem of mortgage registration that requires the involvement of the creditor when viewed from the theory of legal protection, it can be seen that before carrying out a credit binding, document verification should be carried out starting from checking the data of the parties to checking the Certificate to avoid obstacles in the future because in Batam City itself it has a different mechanism from other regions in Indonesia. In addition, in the theory of legal certainty when viewed from Articles 6 and 20 of the Mortgage Law, it is stated that regarding

[9]https://blog.lekslawyer.com/pelayanan-hak-tanggungan-terpadu-secara-elektronik- regulation-of-atr-bpn-no-5-year-2020/accessed on February 14, 2026 at 09.00 WIB

the implementation of the execution of mortgage rights, in the Deed of Granting The mortgage right has the obligation "FOR JUSTICE BASED ONTHE ALMIGHTY GOD". Where the sentence is said to be equivalent to a court decision if the debtor is constrained in carrying out his obligations but the mortgage has been born or registered with the Land Office, then the creditor can carry out the auction execution only at the local State Assets and Auction Service Office (KPKNL).[10]On the other hand, if the Mortgage Right has not been registered, the creditor will occupy a position as a Concurrent Creditor (equal) with other Creditors and will lose his collateral, which will then place him in a position of litigation in Court.[11]

Because the creditor is also involved in the mortgage registration process, to provide legal protection for creditors who have been appointed to input mortgage rights, they are required to always supervise the mortgage files that have been inputted every day until the mortgage files are issued, as well as PPAT staff to coordinate with bank employees so that after the Mortgage Cover Letter has been issued, it must be immediately given to the bank either via email or WhatsApp so that the mortgage registration process can be carried out immediately without waiting for the original document to be physically submitted to the creditor by the PPAT. In addition, legal protection for creditors if there is a delay in registering the Mortgage Rights basically still exists, but it is limited where even though the Mortgage Rights have not been registered, the legal relationship between the bank and the debtor remains valid and binding based on the credit agreement as the main obligation.[12]Thus, the Bank still has the right to collect debt repayment from the debtor in the event of default. Therefore, as long as the Mortgage Right has not been registered and recorded at the Land Office, the Bank has not obtained property rights in the form of Mortgage Right as regulated in Law Number 4 of 1996 concerning Mortgage Right, so that the position of the bank is still as a Concurrent Creditor subject to the provisions of Article 1131 and Article 1132 of the Civil Code. This will result in the Bank not having Preferential Rights (Droit de Preference) or Executorial powers over the collateral object.[13]Therefore, it can be stated that more optimal legal protection can be obtained after the Mortgage Right is registered in accordance with the provisions of statutory regulations, namely it will create legal certainty and provide a prioritized position to the bank as the holder of the Mortgage Right and administrative law against creditors who are late in registering the mortgage right, creditors will still be able to register their

[10]Amriani, Nurnaningsih, (2012), Mediation: Alternative Dispute Resolution in Court, PT. Raja Grafindo Persada, Jakarta, p. 12.
[11]Hasim Purba, (2013), "Agrarian and Land Reform for the People: Disputes Between Farmers and Plantations", Jurnal Law Review, VX No 2. UPH, p. 167
[12]Hetty Hasanah, "Consumer Protection in Consumer Financing Agreements for Motor Vehicles with Fiduciaries", article accessed on October 5, 2025 fromhttp://jurnal.unikom.ac.id/vol3/perlindungan.html
[13]Frans Hendra Winarta, (2012), Indonesian National and International Arbitration Dispute Resolution Law, Sinar Grafika, Jakarta, p.2.

mortgage right by including or attach a Delayed Deed Statement Letter (SPKA) made by the PPAT or re-register the Deed of Granting Mortgage Rights from the start.[14]

3.2. Legal Consequences for Creditors if They Exceed the Time Limit for Registering Mortgage Rights

In general, the purpose of registering land rights is basically to fulfill the principle of publicity. This is intended to be a notification to the general public or the public that the object of land rights has been used as collateral for the repayment of a debt or receivable or in other words, the principle of publicity also intends to participate in binding third parties, which if the Mortgage Rights are not registered, then of course it will not fulfill the principle of publicity and will not bind third parties.[15]

Although the Mortgage Law does not regulate the legal consequences of missing the deadline for registering a Mortgage, such delay will not diminish the validity of the Mortgage because it has been stated in the APHT, which has previously been executed, namely the Credit Agreement, or in general, will still have a legal relationship between the Debtor and Creditor. However, along with the APHT not being registered, it is certain that it will not bind third parties who will be detrimental to the Creditor. Furthermore, if the PPAT is late in registering the APHT, the PPAT can still register the APHT accompanied by a Statement of Delay in Deed (SPKA) and this does not diminish the validity of the Mortgage. Thus, the collateral received by the Bank is perfectly bound according to the Mortgage Law and the Bank has a preferred position (Droit de Preference) compared to other creditors. However, if the APHT is not immediately registered, it can cause problems such as someone seizing the land title certificate or there is a change in policy related to being designated as a protected forest for the collateral object byRegional Government, this often happens in practice in Batam City.[16]

Therefore, it can be concluded that delays in registering Mortgage Rights will significantly weaken the legal position of creditors and contradict the main purpose of the Mortgage Rights institution as a means of legal protection for creditors. Furthermore, delays in registering Mortgage Rights will also result in the absence of the application of the principle of publicity means that the Mortgage Right will not bind the other party Third. If a third party acts in good faith to obtain rights to the same land without being burdened by a mortgage, the creditor could potentially lose the collateral. Therefore, it can be emphasized that delays in registering a mortgage have legal consequences in the form of loss

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[14]Rika Lestari, (2019), Comparative Law on Dispute Resolution Through Mediation in Court and Outside Court in Indonesia, Journal of Legal Studies. Vol 3 No. 2, p. 219

[15]Habib Adjie, 2000, Mortgage Rights as a Guarantee Institution for Land, Mandar Maju, Bandung, p. 16

[16]Chalik and Marhainis Abdulhay, 1982, Several Legal Aspects in the Credit Sector, UPN Veteran Family Development Foundation, Jakarta, p.68.

of property rights, lack of legal certainty, and reduced legal protection for the creditor, ultimately placing the creditor in an unsafe legal position.[17]

4. Closing

Legal protection for Creditors (Banks) if they pass the deadline for registering mortgage rights, basically as long as the mortgage rights have not been registered with the Land Office, the legal relationship between the creditor and the bank is still said to be valid and binding based on the credit agreement and the creditor also still has the right to collect the repayment of the debt. Furthermore, legal protection for creditors will be more optimal if the creditor registers the mortgage rights in a timely manner because the mortgage rights themselves will be born after being registered in accordance with the provisions of the Mortgage Law which will later provide legal certainty and provide a preferred position (Preferential Rights) to the creditor as the holder of the mortgage rights. Furthermore, before the mortgage is registered with the Land Office, the creditor has not yet obtained property rights in accordance with Law Number 4 of 1996 concerning Mortgage Rights. This provision states that the Creditor does not have preferential rights (Droit de Preference) or executorial power over the collateral object. There is also administrative legal protection, namely that the Creditor can still re-register the Mortgage Right by attaching a Statement of Delay in Deed (SPKA) stated by the PPAT and continued by re-registering the APHT. Furthermore, regarding the legal consequences that arise if the Creditor experiences delays in registering the Mortgage Right, it will result in the loss of property rights, the absence of legal certainty and reduced legal protection for the creditor which will later place the creditor in an unsafe legal position such as becoming a party to the case in court or not occupying as a party with preferential rights. Furthermore, the legal consequences administratively are that the Land Office will reject the registration of the mortgage right because it has passed the registration deadline, this will cause the issuance of the Mortgage Right to take a longer time. Therefore, by not paying attention to the timeliness of registration or the repair period for the mortgage right, the application for registration of the Mortgage Right will be automatically closed from the system which will then require the creditor to re-register the application for registration of the Mortgage Right from the beginning and pay the PNBP again which of course causes losses to the creditor because the previous PNBP cannot be recovered but the creditor must pay the same amount to register the mortgage right again or in general the creditor must pay 2 (two) times the PNBP which is not infrequently a large amount.

[17]Remy Sjahdeini, (1999), Mortgage Rights, Principles, Basic Provisions and Problems Faced by Banking (A Study of the Mortgage Law), Print I, Alumni, Bandung, p.15.

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