IMPLEMENTATION ANALYSIS OF HOUSE OWNERSHIP CREDIT AGREEMENT (KPR) SUBSIDY AT BANK TABUNGAN NEGARA (BTN) BRANCH OF MATARAM

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Abstract: The purpose of this study is to analyze the implementation of Subsidized Housing Loan Agreement in the State Savings Bank of Mataram Branch and what factors affect the implementation of subsidized mortgage in Bank Tabungan Negara (BTN) branch of Mataram branch. The type of research conducted in this study is empirical normative legal research. With the method of Statutory Approach, Concept Approach, Sociological Approach, this research is done by deductive method and analyzing descriptively. The results of the process of Subsidized Housing Loan (KPR) at Bank Tabungan Negara (Limited liability Company) Branch Mataram there are several stages namely: The first stage is the stage of filing a request file from the debtor to the creditor. The second stage is an interview between the debtor with the State Savings Bank (creditor), the initial selection of the debtor candidate, checking the identity, the ability to meet the credit requirements (attaching the salary list of the applicant working debtor institution or the income of the prospective debtor). The next stage is a survey conducted by the creditor (Bank BTN) related to the condition of the building whether it has become 100% or not. The last stage is the realization phase of the mortgage loan agreement. This stage is done before the notary public with the issuance of Deed of Credit Agreement. The factors that influence the implementation of mortgage loan agreement (KPR) subsidy there are several factors, among others: Internal Factors and External Factors. The principle of prudence is one of the most important principles that must be applied or implemented by the bank in carrying out its business activities. Based on the provisions of Article 2 and Article 29 paragraph 2 of Law Number 10 of 1998, banks without any reason shall respect the principle of prudence.

Keywords: ownership credit agreement, subsidy

I. INTRODUCTION

In Act No. 1 of 2011 on Housing and Painting intended to provide direction for housing and residential development. The existence of economic development is certainly causing social change in society to achieve justice and welfare of the general public.

Based on Article 1 number 7 of Law Number 1 Year 2011 on Housing and Settlement determined that the house is a building that serves as a habitable residence, means of family
development, a reflection of the dignity and dignity of its inhabitants as well as assets for the owner.

In Article 3 Sub-Article F of the Housing and Settlement Act states that the purpose of holding housing and residential areas is to ensure the establishment of affordable and affordable housing in a healthy, safe, harmonious, organized, planned, integrated and sustainable environment.

In fulfilling the needs of the house especially for the low income community (MBR) is the availability of funding through mortgages (KPR). Ownership of houses through mortgage facilities to be an alternative choice that many people in demand. With mortgage facilities, people can own a house by credit, or at least can already occupy the house without having to pay home prices first.

The government is obliged to implement the construction of affordable housing for low income society. Therefore, the government through the banks launched a credit program or low-cost housing that is intended for low-income communities, namely the program Housing Distribution Liquidity Facility (FLPP) or subsidized KPR.

The government cooperates with the banks, one of which is the State Savings Bank (BTN), which is the implementing bank of the FLPP (subsidized KPR) program. Banks as parties to various credit activities have naturally set a legal basis that can be used for banks and community members who need funding.

FLPP Program (Housing Financing Liquidity Facility) is a government program for the distribution of housing subsidies. Providers of credit funds through the State Savings Bank (BTN) work with governments to provide low interest rates, and are given special subsidies to secure home ownership for low-income communities and provide financing facilities with the guarantee of cheap, long-term sustainable funds.

Thus the Program is set forth in the Regulation of the Minister of Public Works and People's Housing Number 21 / PRT / M / 2016 About the ease and / or assistance for the acquisition of low income households, in Article 1 point (1), stating Credit / Financing of Subsidy Ownership called Subsidized KPR is credit / financing of home ownership that received assistance and/or ease of obtaining housing from the government in the form of low-cost long-term funds and subsidy for the acquisition of houses issued by the executing bank both conventionally and by sharia principles. Banks have generally established binding rules for both parties in the form of written agreements, which are commonly called credit agreements.

The agreement is one of the most important aspects of lending, without credit agreements signed by the Bank and the Debtor there is no such credit extension. The Credit Agreement is a bond between the Bank and the Debtor whose contents determine and regulate the rights and obligations of both parties in relation to the granting of credit.

According to Article 1 number (11) of Act Number 7 of 1992 concerning banking, as amended by Act Number 10 of 1998 concerning Banking, Credit shall be construed as providing money or equivalent claims based on loan agreement or agreement between the bank and the other party requiring the borrower to repay the debt after a certain period of time with the grant of interest.

In the subsidized KPR shall also comply with the rules set forth in the Minister regulation that is proven by a statement on a seal stating that:
1. Income does not exceed the target group's income criteria;
2. Buying a house at a selling price does not exceed the limit of the government's set price;
3. Will inhabit the house as a residence within a period of no later than one year after the handover;
4. Will not rent and / or transfer ownership to other parties.

Although there are rules that make it easy to obtain subsidized KPR but still many people who do not understand the rights and obligations and the prohibition in the subsidized KPR agreement, so that not infrequently people violate the rules.

Based on the above-mentioned background description, So the Purpose of This Research Is to Analyze the Implementation of Subsidized Housing Loan Agreement (KPR) in Bank Tabungan Negara Branch Mataram and What factors influence the implementation of Subsidized Housing Credit (KPR) in Bank Tabungan Negara (BTN) branch of Mataram.

II. RESEARCH METHODS

The type of research conducted in this study is empirical normative legal research. With the method of Statutory Approach, Concept Approach, Sociological Approach, this research is done by deductive method and analyzing descriptively.

III. RESULT AND DISCUSSION

3.1 Implementation of Subsidized House Ownership Credit Agreement (KPR) at Bank Tabungan Negara Branch of Mataram

a. Role of Notary / PPAT in the implementation of mortgage loan agreement (KPR) of subsidy

In the implementation of credit agreements, the financial institutions in this case the bank always involve a notary as the official making the deed of agreement. This is in the form of a legal officer who will explain the legal consequences arising from the implementation of credit agreement to the debtor, whether it concerns the rights and responsibilities of the debtor. So do not cause problems in the future.

In the implementation of mortgage loan agreement (subsidy) the bank's (creditor) subsidy will ask to make some deed to the notary. These Acts include;
1. Deed of credit agreement agreement made by the bank.
   The document shows a legal relationship between the consumer and the mortgaging bank. Where the credit agreement made by the bank is legalized by notarial deed in which among others regulated the loan amount, the term of repayment of mortgage, the amount or the system of interest calculation of the loan.
2. Deed of sale and purchase agreement between developer and buyer.
   Sales contract (PPJB) agreement or preliminary agreement of purchase, agreement to buy and sell between developer and consumer. This document is a document that proves a legal relationship (contractual relationship) between developers and consumers. Where developers bind themselves to sell homes and land to consumers, while consumers buy a house from developers with the obligation to pay the selling price in the form of advance payment (DP) and the rest is completed with mortgage facilities. PPJB is arranged only unilaterally by the developer so there is no possibility of consumer negotiation of the
contents of the agreement. Furthermore notary / PPAT make sale deed (AJB) to transfer or split land ownership from developer to every consumer. The Deed of Sale and Sale occurs as a result of the agreement on the Sale and Purchase Agreement (PPJB). This purchase deed is a realization of what is stated in PPJB.

3. A guarantee certificate between the buyer and the bank.

In the deed of guarantee between the buyer and the bank, the notary makes the following deeds;

1. Notary makes the deed of the power of sale. By the Bank BTN branch of Mataram to the notary to make the deed of power of sale. Notarized deeds are made for the purpose of authorizing to sell the collateral object of the owner (debtor) to the bank (creditor), with the intention of anticipating if the debtor is default, the bank may conduct the sale of assets or by any other means by the creditor considered necessary to be done.

2. A Notary makes a Power of Attorney imposes a mortgage (SKMHT). The provisions of article 15 paragraph 1 of the Law on the Right of Income specify that the power of attorney to impose mortgages (SKMHT) shall be made by notarial deed or deed of the official of the land deed (PPAT). This means that, even if made with an authentic deed, the choice is not only a notarial deed, but can also be made by the deed of the official of the land deed (PPAT). The provisions SKMHT should contain about several things including:
   a) Does not make the power to perform other legal acts rather than impose mortgages
   b) Do not make substitute power
   c) To clearly state the object of 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 mortgagee. Therefore, the SKMHT, which is made by notarial special, contains only authorization to impose mortgages only.

3. Notary as PPAT makes deed of granting rights of dependents (APHT). At the stage of making APHT default by notary/PPAT requested by the bank BTN if where in the case of debtor mortgage loan facility (mortgage) by the bank. In this case the steps that should be made by creditors in making SKMHT increase to APHT until the formation of the mortgage is to make a letter of application to notary/PPAT to increase the SKMHT become APHT. Notary/PPAT within 7 days after signing of grant of right, obligate to send APHT and other to the land office. Furthermore, the land office shall make a land title book that becomes the object of mortgage and copy the certificate to the land title certificate concerned. The mortgage is born on the day, the date of the book of land of mortgages is made which then the certificate of mortgage is issued.

b. Requirements for House Ownership Loan at State Savings Bank of Mataram Branch

In the taking of subsidized house, the requirements that must be completed by the applicant (Target subsidy group), i.e., Indonesian citizen age 21 years or married, maximum 4 (four) million principal income for the home site and 7 (seven) million for the flats, has not owned a house, and has never received a housing subsidy from the Government, signed statement on stamp duty, Owns NPWP and SPT Annual Income Tax person and statement of income (excluded for applicants who earn not exceed PTKP limit).  

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1 Interview with Rommy Hardianto of Consumer Loan Service of Bank BTN Mataram on May 28, 2018
This subsidized KPR subsidized target group has been set forth in the Regulation of the Minister of Public Works and People's Housing of the Republic of Indonesia Number 26 / PRT/ M/2016 on amendment to Regulation of the Minister of Public Works and Public Housing No. 21/PRT/M/2016 on Ease and/or assistance for the acquisition of low income households in article 10 reads as follows:

1. The target group of Subsidiary KPR receivers referred to in Article 9 paragraph (1) shall meet the following requirements:
   a) Own ID;
   b) No house;
   c) Never received a home acquisition subsidy in the form of home ownership from the government;
   d) Own taxpayer ID number (NPWP);
   e) Having an Annual SPT PPH Person in accordance with laws and regulations; and
   f) Has income not exceeding the income limit as referred to in Article 9 paragraph (2) as evidenced by a pay slip authorized by the authorized official or statement of income of the concerned for the unearned income known by the village head where the identity card is issued.

2. In the event that the target group referred to in paragraph (1) is a husband and wife, it is required that both have no home and have never received a home acquisition subsidy in the form of home ownership from the government.
   a) The provisions referred to in paragraph (1) letter b and f letter c are exempted for civil servants / TNI / POLRI who move domicile because of the interest of the office.
   b) The provisions of the exclusions referred to in paragraph (3) shall apply only once.
      1) In the event that the target group of income not exceeding the limit of non-taxable income (PTKP) is exempted from the requirement of the Annual Income Tax Return (SPT) of individual Income Tax (PPH) referred to in paragraph (1) letter e.
      2) SPT Annual Income Tax Person as referred to in paragraph (1) letter e is required for target group having NPWP more than 1 (one) year, whereas having NPWP less than 1 (one) year must submit annual tax return of Person Personal Income in the next year to the Implementing Bank.
   c) Feasibility analysis for obtaining subsidized KPR and fulfillment of requirements as target group of Subsidized KPR applicants is implemented by implementing Bank.
   d) Non-permanent Mortgages working in the informal sector may deposit funds for the payment of subsidized KPR installments to an executing Bank on a daily or weekly basis or in accordance with the applicable provisions of the Implementing Bank.

Terms to be able to get credit at State Savings Bank of Mataram branch must fulfill requirement such as KTP of married applicant, marriage certificate for married, family card, last salary slip, bank account savings account last three months, appointment letter, money face at least 20% (not binding in accordance with the provisions of credit obtained from the bank concerned), deposit booking fee will be refunded entirely if the applicant is rejected by the bank, the selling price and interest of the bank may change at any time notice no notice to the debtor, the land will be calculated according to the price per square meter of land in the time of the transaction, the debtor is subject to the terms.
The above description shows the position difference between the debtor and the company, the position of the debtor is very weak because it can only accept the provisions made by the company and the BTN.

c. The stages in the application of the mortgage agreement

If the requirement of KPR WNI application is 21 years old, or under 21 years old but married, Earnings sufficient to meet monthly installments and in accordance with the maximum limit specified in accordance with the selected mortgage. The crediting process below applies to all mortgage applicants without exception. There is no difference in treatment between applicants with each other as long as they are both cooperating with the bank, both during the credit realization period during the credit analysis until after the realization of installment payments has begun.

For Debtor Prospective in house ownership through House Ownership Credit Agreement (KPR). To be able to own a house through the Housing Credit (KPR) facility from Bank BTN, After all the above requirements are submitted by the applicant/prospective debtor to the bank, then the bank will verify, on the eligibility of the applicant/prospective debtor. The bank will conduct credit analysis or assessment, where the analysis should describe the concept of total relationship, including the assessment of all credit from applicants/prospective borrowers who will obtain credit facilities simultaneously by the bank. Assessment of credit application at Bank BTN by Officials related to credit appraisal process, namely credit analyst, taxation, and legal.

Based on the recommendation of the credit analysis and overall assessment with the concept of total relation, on a loan application submitted by the debtor candidate, a decision is made by the branch credit committee no later than 3 (three) days after the receipt of the application and the credit file is complete. The credit decision may be:

1) Agreement without change
2) Agreement with change
3) Denial

Any credit approval decision that differs from the content of the recommendation of the credit rating results shall be explained in writing by the credit committee. Any decision that is approved or rejected must be submitted in writing to the applicant of credit, whether in the form of Letter of Notification and Affirmation of Credit Approval (SP3K), as well as notification of reason for the refusal of credit.

The mortgage loan stage is as follows:

1) Phase Application of credit at this stage Customer comes to Bank Tabungan Negara Loan Service office to fill in the required forms in credit application and submit written or unwritten requirements to fulfill the loan application.

2) The interview stage after all data and documents are verified by the Loan Administration section, Loan Service staff, conducting interviews with the applicant and the applicant's husband or wife. In interviews officers also conduct juridical analysis, credit collateral and credit estimates which are all compared to oral data with form data and other supporting data. In addition 5C (Character, Capacity, Collateral and Condition of

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2 Interview with Romy Hardianto Consumer Loan Service of Bank BTN Mataram on May 28, 2018
3 Ibid
Economic factors are also considered as the application of prudential principles and minimize the occurrence of bad loans.

3) Field survey stage In order to collect further information and analysis, the Branch Office of BTN appoints its officers from the Loan Administration section to make a local visit (On the Spot). Visits or field surveys conducted to determine the certainty of domicile remains applicant entrepreneur will be seen directly prospects business run.

4) Decision making stage. At this stage Officer Credit analysis from both Loan service and Loan Administration submits the file of loan applicant as well as the result of field survey to Credit committee, assesses the applicant's eligibility, and the applicant's repayment ability. If in the meeting the KPR request is accepted then the funds are ready to be disbursed, but if not then all applicant files will be returned to the owner.

5) Preparation Phase of Credit Realization

Preparation this credit realization covers all activities from the applicant applying for credit until all data collected. Then the parties (including the developer if through the developer) together contact the notary by carrying the data as follows Banker's draft, stating that the debtor has a debt of nominal amount that has been agreed and the statement can pay off in accordance with the agreed time, Statement Letter states that the debtor actually has the debt and the collateral belong to themselves.

The letter of credit recognition in the mortgage agreement contains the amount of interest, the amount of the provision and administration, the amount of the installment, the amount of the loan in the form of the guarantee goods, the repayment period, the guarantee bonding letter (that the guarantee goods which are under BTN's authority are considered to belong to BTN) and a power of attorney (to make a sale of the existing guarantee in Bank BTN, if the debtor's business is insolvent or the debtor is in bad credit status).

3.2 What factors affect the implementation of Subsidized Housing Credit (KPR) in Bank Tabungan Negara (BTN) branch of Mataram

In providing mortgage facilities, the bank is a provider of funds. One of the banks that provide mortgages is PT. Bank BTN Branch of Mataram. In the implementation of the Credit Agreement many problems that arise, the factors that cause problems include the following:

a. Internal factors

The most frequent violation is the basic requirement that is the requirement not to have a house. There are some debtors who in fact already have a house, but also filed a subsidized KPR to PT. State Savings Bank (BTN) Ltd. loosening requirements simply by attaching a statement from the Village / Village to the gap of the violation. This is because prospective borrowers are very easy to get the statement. This violation resulted in the inhabitation of a house of subsidized KPR; the house is only used as an investment by the debtor. Another problem is the renovation of subsidized houses by debtors whose home type 24 is renovated into two floors; this indicates the debtor is not a low-income society. In such cases the bank will be questioned by BPKP (Finance and Development Supervisory Agency) as it will be checked directly to the field. Sanctions for such violations are the withdrawal of subsidies by the Bank and changing the status of a commercial mortgage. For violations
related to subsidize KPR, the government does not hesitate to revoke its subsidy and the debtor is subject to commercial interest.\(^4\)

This is in accordance with Ministerial Regulation No. 21 of 2016 on the Ease and or Help of Acquiring Homes for Low-Income Communities Article 53 which reads:

1. Implementing Banks shall terminate subsidized KPR in the case of:
   a) The target group of beneficiaries and / or the ease of financing provides a statement as intended in Article 24 paragraph (1) letter g or Article 37 paragraph (1) letter g which is known to be untrue and / or not executed; and / or
   b) Target Group of beneficiaries and / or financing facilities do not occupy prosperous home tread or home unit prosperous stack continuously within 1 (one) year as intended in Article 52 paragraph 2 (two).

2. Executing Bank is obliged to return the ease and/or assistance of housing finance as referred to in paragraph 1 (one).

With the emergence of the above problems, this indicates that subsidized KPR program is not right on target. Called improperly targeted because many debtors who should not be eligible to receive subsidized KPR facilities but get it. While people who really do not or have no home at all or not cannot get subsidized KPR facilities. The situation does not reflect the values of justice. In the theory of justice subsidized KPR facilities should be equally fair to the people who really need.

Besides, not all debtors have good faith when applying for credit or when credit is given is running. This bad faith is difficult to know and analyze by the bank, because it is about moral or moral matters of the debtor. It could be that the debtor at the time of applying for a loan covers up his financial depravity and only expects subsidized housing from the bank, or the debtor provides false financial data or various other actions.\(^5\)

The above mentioned issues resulted in the default of the debtor. If the debtor is defaulted, for instance the first and second repayment is still given a letter of reprimand up to the collectivity of 5 (five) times of warning letter. If it has been up to 5 (five) times letters new warning entered into the auction process conducted by the bank. In the auction process this position of the bank is very strong, because the bank has been granted authorization by the debtor to execute the guarantee if the debtor is default.\(^6\)

\(b\). **External Factors**

Various provisions of the legislation that became the corridor for banks in conducting business activities of subsidized KPR distribution. As with the provisions concerning the maximum crediting or LLL limits, the lending ratio is viewed from the value of collateral granted and various other rules. But sometimes officers and credit decision makers do not pay attention to it, where to pursue the target banks are very aggressive to channel funds without considering the risk factors that can arise at any time.

Improper arrangement of credit documents and the non-monitoring of any loans granted to debtors can also cause credit to be problematic. From the above description should every credit be granted in accordance with the provisions that exist, and still be monitored in its use. The pattern of cooperation between creditors and debtors in the management of loan

\(^4\) Ibid
\(^5\) Ibid
\(^6\) Ibid
funds should be fostered as possible in order to facilitate the bank in anticipating the possibility of problems. In addition to the above the following can be seen the causes of problem loans from the creditors.

If we consider the above opinion, it turns out that the cause of problem loans by the bank is very much, therefore to avoid the occurrence of bad loans, the principle of prudence in distributing credit funds is absolutely carried out, in addition to the integrity of bank managers must get serious attention.\(^7\)

The principle of prudence is one of the most important principles that must be applied or implemented by the bank in carrying out its business activities. Based on the provisions of Article 2 and Article 29 paragraph 2 of Law Number 10 of 1998, banks without any reason shall respect the principle of prudence.

Banks in providing credits need to be closely monitored, since they are legal protection provided to depositors against any risk of loss arising from a policy of a bank's business activities. Because the funds disbursed banks in the form of credit is a public fund, either the community of money or money the country. This is because the role of banks is very big in maintaining macroeconomic stability, so banks need to maintain their health especially in lending.\(^8\)

Subsidized KPR loans become stuck due to the bank in providing credit without a complete, thorough and comprehensive analysis of prospective borrowers. They agreed on lending within three days, making it impossible to analyze. Prospective debtor who wants to ask for credit at least waits for three weeks before the decision given by the bank. Physically as well as legal aspects. The credit approval of such an amount within three days is almost certainly far from the prudential principle.\(^9\)

Because banks are not careful in disbursing credit resulting in losses, then the legal acts committed by banks have violated the legal compliance of the banking system so categorized as against the law.\(^10\)

According to article 1365 of the Civil Code stated that any act of violating the law that carries harm to others, obliges the person who because of the wrong to issue the loss, to compensate for the loss.

The granting of this unsecured subsidized mortgage loan benefits the bank in terms of larger loan interest rates than the general loan of 5\% per month. Due to the credit given by the bank risk of failure or congestion in repayment, then this may affect the health of the bank. Therefore, in the implementation of the bank must have confidence in the ability and ability of the debtor to pay off its debt in accordance with the promised.

In the letter of credit agreement Bank BTN Branch Mataram based on the author's analysis there are several articles that are contradictory to Article 18 UUPK, among others, to Article 19 letter of credit agreement among others say:

“The debtor agrees and agrees to grant the bank the full right to deliver the receivable and / or bank invoice to the debtor following all of his accesoi’s pledges, including the rights to the credit collateral to another party established by the bank himself at


\(^{8}\) Ibid

\(^{9}\) Ibid

\(^{10}\) Tan Kamello, Karakter Hukum Perdata dalam Fungsi Perbankan Melalui hubungan Bank dengan Nasabah. Speech of the Professorship of USU, dated September 2, 2006
any time required by the bank. If the bank executes the delivery of receivables to other parties as referred to in paragraph 1 of this article, the bank is not obliged to notify the debtor, so if then the party receiving the receivable receives exercises its right as creditor, then such matter can be declared solely pursuant to agreement made between the bank with the party receiving the receivable and the transfer of the receivable does not affect the implementation of the debtor's obligations in accordance with the credit agreement.”

This Article is contradictory to the UUPK article 18 paragraph 1 letter G because the standard clause requires that the subordination of the consumers to the regulations constituting new rules, additions or further modifications shall be made unilaterally by the business actor in the period of the consumer utilizing the services he or she buys.

However, for subsidized mortgage interest rates is set in the credit agreement made by a notary where the interest rate for fixed subsidized KPR during the installment period.

Furthermore, the other article is in article 11 of the decree on the mortgage loan agreement of KPR BTN;

“In order to guarantee repayment of principal, interest, penalties and other payments in the event of loan repayment, the debtor agrees to deliver the collateral as stated in article 1 letter n located as mentioned in article 1 letter o and submit original proof of ownership of collateral and valid as stated in article 1 letter p of this credit agreement to be bound in accordance with applicable laws and regulations. The debtor agrees and is obliged and binds to provide full assistance to enable the bank to implement the credit collateral arrangement in the manner and at the time deemed good by the bank then all/the documents are controlled by the bank until the entire credit amount is paid off.”

Furthermore, Article 22 letter of agreement of KPR BTN determines:

“All power created and granted by the debtor in the framework of the credit agreement constitutes an indivisible entity of this credit agreement and irrevocable for any cause may terminate the power especially referred to in article 1813 of the Civil Code until the loan is fully paid and the debtor binds and obliges itself not to produce letters of power and or promises of similar nature and content to any party other than to the bank.”

Article 11 and Article 22 of the above BTN KPR agreement have essentially determined that the debtor is obligated to deliver the house as collateral and for that the debtor is required by the bank to give a power of attorney to impose the purchased house with the collateral either in the form of mortgage dependents. The charging authority is required by the bank irrevocably by the debtor.

In the execution of the mortgage agreement, there has been agreement between both parties, if one of the parties does not fulfill its obligation properly, the debtor does not perform its obligation to pay the installment to the bank until the credit is fully paid, is an act that violates the obligations of the debtor party agreed in the agreement subsidized housing credit. So that raises the legal responsibility for the debtor because it has been done by the bank billing to the debtor does not perform its obligations.
IV. CONCLUSION

1. The process of Subsidized Housing Credit (KPR) in Bank Tabungan Negara (Ltd) Branch of Mataram there are several stages:
   a. The first stage is the stage of filing a request file from the debtor to the creditor.
   b. The second stage is an interview between the debtor with the State Savings Bank (creditor), the initial selection of the debtor candidate, checking the identity, the ability to meet the credit requirements (attaching the salary list of the applicant working debtor institution or the income of the prospective debtor).
   c. The next stage is a survey conducted by the creditor (Bank BTN) related to the condition of the building whether it has become 100% or not.
   d. The last stage is the realization phase of the mortgage loan agreement. This stage is done before the notary public with the issuance of Deed of Credit Agreement.

2. As for the factors that affect the implementation of mortgage loan agreement (KPR) subsidy there are several factors, among others:
   a. Internal factors
      Not inhabited by a house subsidized KPR, the house is only used as an investment by the debtor. Another problem is the renovation of subsidized houses by debtors whose home type 24 is renovated into two floors; this indicates the debtor is not a low-income society. With the emergence of the above problems, this indicates that subsidized KPR program is not right on target. Called improperly targeted because many debtors who should not be eligible to receive subsidized KPR facilities but get it. While people who really have no home at all cannot get subsidized KPR facilities. The situation does not reflect the values of justice.
   b. External Factors
      In banking activities, rarely a bad credit is caused by factors from the creditor. What is more happening is the credit becomes stuck due to factors that come from self-debtor.
      The principle of prudence is one of the most important principles that must be applied or implemented by the bank in carrying out its business activities. Based on the provisions of Article 2 and Article 29 paragraph 2 of Law Number 10 of 1998, banks without any reason shall respect the principle of prudence.

REFERENCES


**Regulations**

1945 Constitution
Code of Civil law
Act Number 7 of 1992 concerning Banking as amended by Act Number 10 of 1998 concerning Banking