

# JURISDICTIONAL ANALYSIS OF LEGAL PROTECTION FOR CREDITORS HOLDING LIABILITY GUARANTEES AGAINST LIABILITY BENEFITS THAT HAVE BEEN CANCELLED BY ADMINISTRATIVE DEFECTS (Research Study at the Land Office of Batam City)

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## ABSTRACT

One of the rights given to land rights holders regarding the land they control is to guarantee land rights for certain debts with the burden of a Mortgage. Law Number 5 of 1960 concerning Basic Agrarian Principles Regulations regulates that land rights that can be used as collateral for debts burdened with Mortgage Rights are Ownership Rights, Business Use Rights, Building Use Rights and Use Rights on State land and above Management Rights. However, land rights that are subject to mortgage rights as explained above have the potential to be canceled due to administrative defects. Land that is canceled due to administrative defects has the consequence of erasing land rights as well as severing legal relations with the legal subject of land rights themselves as regulated in Article 18 of Law Number 4 of 1996 concerning Mortgage Rights for Land and Objects Related to It. Land. This research aims to determine the legal protection for creditors holding collateral rights for collateral objects that have been canceled due to administrative defects. This research uses the Normative Legal Research method. The results of the research show that legal protection for creditors holding mortgage collateral for collateral objects that have been canceled due to administrative defects is based on preventive and repressive legal protection. Preventive legal protection is applied to every process of testing administrative defects in land title certificates through land dispute and conflict resolution mechanisms. Meanwhile, repressive legal protection can be implemented through judicial (litigation) or non-litigation mechanisms. Through litigation, creditors can file lawsuits for unlawful acts, default or PTUN lawsuits, and for non-litigation, this can be done through consultation, negotiation, mediation, conciliation, expert assessment and arbitration.

*Keywords: Land Rights Holder, Mortgage right, Legal protection, Administrative Defects*

## 1. BACKGROUND

The definition of Mortgage Rights is formulated in Article 1 point 1 of Law Number 4 of 1996 concerning Mortgage Rights, namely Mortgage Rights on land along with objects related to the land, hereinafter referred to as Mortgage Rights, are security rights imposed on land rights as referred to in Law Number 5 of 1960 concerning Basic Regulations on Agrarian Principles, including or excluding other objects that are an integral part of the land, for the repayment of certain debts, which give priority to certain creditors against other creditors.

Hak Tanggungan is a security right over land as referred to in Law No. 5/1960 on the Basic Agrarian Principles. Land rights that can be used as collateral for debts encumbered by Mortgage Rights must fulfil two conditions determined by Law Number 4 of 1996 concerning Mortgage Rights, namely that the land rights according to applicable provisions must be registered and the land rights by their nature are transferable. The conditions for obtaining a mortgage right are cumulative, meaning that if one of the conditions is not fulfilled, the land rights cannot be used as collateral for debt encumbered by a mortgage right.

In the event that the period of 5 (five) years as intended is exceeded, the cancellation is carried out through a judicial mechanism. However, the cancellation of legal products as the implementation of court decisions that have permanent legal force is regulated in Article 38 paragraph (2) of the Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency Number 21 of 2020 concerning Handling and Settlement of Land Cases, as for the regulation is that court decisions for the cancellation of land rights legal products are still followed up if the verdict states that it is null/no, valid/no, has law/no, has binding force/no and has evidentiary power including: determination of land rights, registration of land rights for the first time, maintenance of land registration data, replacement certificates of land rights, certificates of Mortgage Rights, cancellation decisions, decisions to determine abandoned land, certificates of ownership rights to apartment units, determination of land consolidation, confirmation of land reform objects, determination of willingness to compensate former private land, decisions to grant location permits covering cross-provinces and decisions of State Administrative Officials within the Ministry in the land sector that are concrete, individual and final.

The above-mentioned provisions make it unclear how the position of the creditor of a security lien on an object that has been cancelled due to administrative defects. It is important to examine how the legal protection for the creditor holding a mortgage on the collateral object which has been cancelled due to administrative defect (research study at Land Office of Batam City) and how the legal remedy for the creditor of the collateral encumbered by the mortgage on the collateral which has been cancelled due to administrative defect (research study at Land Office of Batam City). This research is expected to provide legal certainty for creditors of collateral encumbered by mortgage rights against collateral objects that have been cancelled due to administrative defects. There are various legal problems that arise, so legal protection for creditors of mortgage rights holders against collateral objects that have been cancelled due to administrative defects needs to be reviewed juridically.

To find out the legal arrangements for the cancellation of land title certificates due to administrative defects and the implementation of legal protection for creditors of mortgages against collateral objects that have been cancelled due to administrative defects.

## 2. LITERATURE REVIEW

This study applies the Grand Theory of legal Utilitarianism proposed by Jeremy Bentham. The form of reaction to the conception of natural law in the 18th century. Bentham denounced the conception of natural law, he considered that natural law was not vague and not fixed. Bentham presents a periodical movement from the abstract, idealistic, and a priori to the concrete, materialist and fundamental. The purpose of law is to provide benefits and happiness spread to as many citizens as possible. The assessment of whether the law is good or bad, fair or not, depends on whether the law is able to provide human happiness or not.

The development of law in Indonesia recognises this progressive legal theory put forward by Satjipto Rahardjo. The understanding of law according to progressive law asserts that law is an institution that aims to lead humans to a just, prosperous and happy life. The statement is also a legal ideal that demands to be realised. As a consequence, law is a process that continuously builds itself.

As a middle theory, Lawrence M. Friedman's Legal System Theory is used that the effectiveness and success of law enforcement depends on three elements of the legal system, namely the structure of the law, the substance of the law and the legal culture.

As an applied theory in Talcon's view, society is part of a living system, according to him society is based on actors who make decisions and are limited by normative and situational. In parson's theory, he suggests the concept of voluntary behaviour which includes several main elements, namely the actor as an individual, the actor chooses the goal to be achieved, the actor chooses various ways that might be implemented to achieve the desired goal.

According to Sudikno Mertokusumo, what is meant by law is a collection of rules or rules that have general and normative content, general because they apply to everyone, and normative because they determine what should be done, what should not be done or must be done and determine how to carry out compliance with the rules.

### 3. METHODOLOGY

This research uses qualitative research methods to examine legal issues through a review of legal norms contained in legislation regarding Juridical Analysis of Legal Protection for Creditors of Mortgage Holders Against Collateral Objects That Have Been Cancelled Due to Administrative Defects (Research Study of Batam City Land Office). This research is a type of normative juridical legal research, used to analyse various laws and regulations in the field of transportation, books and articles that have correlation and relevance to the problems to be studied. The data collection techniques used by researchers include In-depth Interviews, Observation and Documentation. Data analysis in this research is carried out by descriptive qualitative analysis, which is meant by descriptive is to describe clearly the actual situation regarding the facts and characteristics of a particular population.

To make decisions from the data of the results of this study, the positive law study method used is a method that is deductive (general) to induction (special), which is a method used to complement the normative system that has been compiled and arranged through collection and inventory efforts.

### 4. DISCUSSION

#### a. Legal arrangements for the cancellation of land rights certificates due to administrative defects

Land Law is the totality of legal provisions, both written and unwritten, all of which have the same object of regulation, namely tenure rights over land as legal institutions and as concrete legal relations, with public and private aspects, which can be arranged and studied systematically, so that the whole becomes a single unit that constitutes a system. The written provisions of Land Law are sourced from the UUPA and its implementing regulations specifically relating to land as its main legal source, while the unwritten provisions of Land Law are sourced from Customary Law on land and jurisprudence on land as its complementary legal source. The hierarchy of land tenure rights in National Land Law are:

- 1) The right of the Indonesian people to land.
- 2) The state's right of control over land.
- 3) The ulayat rights of customary law communities.
- 4) Individual rights to land, including: 1) Waqf land rights 2) land ownership rights; 3) land security rights (mortgage rights).

Land rights certificates are the result or final product of land registration activities that aim to provide legal certainty and legal protection to land rights holders. The guarantee of legal certainty to be realised includes certainty of the status of the registered right, certainty of the subject of the right and certainty of the object of the right. Thus, a land title certificate is a strong proof of ownership.

Land rights certificates that can be contested by other parties will lead to the birth of problems or land disputes that require resolution to provide legal certainty and justice regarding control, ownership, use and utilisation of land. In handling disputes and conflicts, there are 7 stages that must be carried out sequentially, namely: a) Case assessment; b) Initial degree; c) Research; d) Exposure of research results; e) Coordination meeting; f) Final degree; and g) Case settlement. The handling of disputes and conflicts with the classification of moderate cases and mild cases can be carried out without going through all stages as mentioned in Article 6 paragraph (3) of the Regulation of the Minister of Agrarian and Spatial Planning/Head of the National Land Agency Number 21 of 2020 concerning Handling and Settlement of Land Cases. Case settlement is hereinafter referred to as the decision taken on the case as a follow-up to the handling carried out by the Ministry of Agrarian Affairs and Spatial Planning/Head of the National Land Agency, the Regional Office of the National Land Agency, the Land Office according to their authority.

The legal provisions for cancellation of land rights are explained in the Regulation of the Minister of Agrarian and Spatial Planning/Head of the National Land Agency Number 21 of 2020

concerning Handling and Settlement of Land Cases, which means that cancellation is a decision that cancels a Legal Product due to administrative defects and/or juridical defects in its issuance or to implement a court decision that has obtained permanent legal force. The legal product in question is a legal product of the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency, Regional Office of the National Land Agency, Land Office in accordance with its authority which is a decision of a State Administrative official in the land sector. In the provisions of Article 35 of the Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency Number 21 of 2020 concerning Handling and Settlement of Land Cases, Cancellation of Legal Products is carried out by an Authorised Officer due to:

- 1) administrative and/or juridical defects;
- 2) implementation of a court decision that has permanent legal force.

The cancellation decision is issued by an Authorised Officer in accordance with his/her authority, among others:

- 1) The Minister issues a Cancellation decision due to:
  - a) administrative and/or juridical defects in legal products issued by the Ministry or Regional Office;
  - b) implementation of a court decision that has permanent legal force that cancels the product issued by the Ministry.
- 2) The Head of the Regional Office issues a Cancellation decision due to:
  - a) administrative defect and/or juridical defect on Legal Products issued by the Head of Land Office; or
  - b) implementing a court decision that has permanent legal force cancelling a Legal Product issued by the Head of the Regional Office or the Head of the Land Office.

The Minister may cancel Legal Products of Regional Offices or Land Offices that are under the authority of the Head of the Regional Office due to administrative and/or juridical defects or as an implementation of a court decision that has permanent legal force. The cancellation decision issued by the Minister or the Head of the Regional Office shall be delivered to the land rights holder and/or the holder of the mortgage right after the decision has been made. In the provision of Article 31 paragraph (2) of the Regulation of the Minister of Agrarian and Spatial Planning/Head of the National Land Agency Number 21 of 2020 on Handling and Settlement of Land Cases, the Head of the Land Office cannot follow up the cancellation decision if there is a lawsuit, confiscation by the police, prosecutor's office, court and/or other law enforcement agencies in accordance with the provisions of laws and regulations.

Proposals for cancellation due to administrative and/or juridical defects must fulfil the following requirements: a) application letter or complaint letter; b) legalised photocopy of the applicant's identity and power of attorney if authorised; c) original power of attorney if authorised; d) legalised photocopy of proof of ownership/control over the applicant's land; e) physical and juridical data documents that are proposed for cancellation; f) Handling result documents; g) legalised photocopy of other supporting documents that show or prove the existence of administrative and/or juridical defects.

Cancellation of legal products as the implementation of a court decision that has permanent legal force is determined by a decree of the Minister or Head of the Regional Office in accordance with the authority. There are two provisions stipulated in Regulation of the Minister of Agrarian and Spatial Planning/Head of the National Land Agency No. 21 of 2020 for land rights or land certificates that are cancelled by the court to implement the decision of the State Administrative Court or District Court.

### **b. Legal Protection for Mortgage Creditors Against Collateral Objects That Have Been Cancelled Due to Administrative Defects**

General collateral is collateral that has been determined by law, for example in Article 1311 of the Civil Code and Article 1232 of the Civil Code which states that the Debtor's assets, both in the form of movable and immovable objects, which have existed and will come in the future even though they are not submitted as collateral, will legally become collateral for all debts of the Debtor.

Special guarantees consist of personal guarantees and material guarantees. Material security gives precedence over certain objects and has properties that are attached to and follow the object concerned. Meanwhile, individual guarantees do not give precedence over certain objects but are only limited to a person's property through the person who guarantees the fulfilment in question.

The stage of encumbrance of Mortgage Rights is preceded by a promise to grant Mortgage Rights. According to Article 10 paragraph (1) of Law Number 4 Year 1996 on Mortgage Rights, the promise must be stated and is an inseparable part of the receivables agreements. The process of encumbering a Mortgage Right is carried out in two stages, which are as follows:

- 1) Mortgage encumbrance stage
- 2) According to Article 10 paragraph (2) of the Mortgage Rights Law, "the granting of a mortgage right is carried out with a Deed of Granting Mortgage Rights by a PPAT in accordance with applicable laws and regulations." A Land Deed Official (PPAT) is a public official authorised to make deeds of transfer of land rights and other deeds in the context of encumbering land rights, as evidence of certain legal acts concerning land located within their respective working areas.
- 3) Registration Stage of Mortgage Rights
- 4) According to Article 13 paragraph (1) of the Mortgage Rights Law, "the granting of a Mortgage Right must be registered at the Land Office". Article 13 paragraph (2) states that no later than seven (7) working days after signing the Deed of Encumbrance of Mortgage Rights (APHT), the Land Deed Official (PPAT) must send the relevant APHT and other necessary documents to the Land Office. The documents referred to include evidence relating to the object of the mortgage right and the identities of the parties concerned, including land title certificates and/or information letters regarding the object of the mortgage right. PPATs are obliged to do this because of their position and sanctions for violating this will be stipulated in the laws and regulations governing the position of PPATs.

Registration of mortgage rights is carried out by the Land Office by making a land book. In the provisions of Article 9 of the Mortgage Rights Law, it is stated that the holder of a Mortgage Right is an individual or legal entity that acts as a debtor. Creditors as recipients of Mortgage Rights: a) Not always banking legal entities; b) Individuals are possible as holders of Mortgage Rights; c) Holders of Mortgage Rights are not limited to Indonesian citizens or Indonesian legal entities, but any person or legal entity can be a holder of Mortgage Rights.

The Mortgage Rights Agreement is *accessoir* because of the following provisions:

- 1) The Mortgage Rights Agreement is not a stand-alone agreement. Its existence is due to the existence of another agreement called the parent agreement or principal agreement. The parent agreement for the Hak Tanggungan agreement is the debt agreement that gives rise to the secured debt. Thus, the Hak Tanggungan agreement is an *accessoir* agreement, which means that its existence, transfer and removal depend on the parent agreement. The General Elucidation number 8 of the Mortgage Rights Law states:
  - a) Because the Mortgage Right by its nature is an accessory to a certain receivable, which is based on a debt and credit agreement or other agreement, its birth and existence are determined by the existence of the receivable whose repayment is guaranteed.
  - b) Likewise, the Mortgage Right is extinguished by law if, due to repayment or other causes, the receivables it secures are extinguished.
- 2) The Mortgage Rights Agreement is an *accessoir* agreement based on the provisions of Article 10 paragraph (1) Jo. Article 18 paragraph (1) of the Mortgage Rights Law;

- 3) Article 10 paragraph (1) of the Mortgage Rights Law stipulates that the agreement to grant a Mortgage Right is an inseparable part of the relevant debt agreement or other agreement that gives rise to the debt;
- 4) Article 18 paragraph (1) letter a stipulates that the Mortgage Rights are extinguished by the extinguishment of the debt secured by the Mortgage Rights. The relationship arising in credit agreements and collateral security rights is between land rights holders and banks, whereas the authority to revoke ownership of land rights is the Ministry of Agrarian Affairs and Spatial Planning / National Land Agency.

Preventive legal protection for creditors holding security rights against collateral objects that have been cancelled due to land administration defects has not been specifically regulated in certain laws and regulations. However, we can relate it to various regulations that determine the obligations of the parties in the legal relationship that arises, in this case the land rights holder, the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency and Banks. Cancellation of land rights due to administrative defects is based on the provisions of Article 64 of Government Regulation No. 18 of 2021 on Management Rights, Land Rights, Flat Units and Land Registration, which stipulates that cancellation of land rights due to administrative defects can only be carried out before a period of 5 (five) years after the issuance of the land rights certificate for land rights issued for the first time and have not been transferred or land rights that have been transferred but the parties did not act in good faith on the transfer of rights in accordance with statutory provisions or because of overlapping land rights.

#### **c. Obstacles and Solutions for Creditors Holding Mortgage Collateral Against Collateral Objects That Have Been Cancelled Due to Administrative Defects**

The obstacles to the implementation of legal protection as described above originate from the minimal regulation and give rise to the following problems:

- 1) The provisions in the Regulation of the Minister of Agrarian and Spatial Planning/Head of the National Land Agency Number 21 of 2020 concerning Handling and Settlement of Land Cases only stipulate that the notification and request for the holder of the mortgage right to enter as an intervening party (intervinent) only applies to the testing cycle through land cases (litigation). Meanwhile, it has not been regulated for land disputes until now.
- 2) The limitations of this arrangement certainly have a negative impact on the creditor of the mortgage holder. A very significant impact is that the creditor holding a mortgage cannot intervene to defend the guarantee of the debtor's debt fulfilment in the event that the collateral object is being tested through a dispute or land case (non-litigation).
- 3) The provisions of Law No. 4/1996 on Mortgage Rights on Land and Land-Related Objects do not regulate promises in the Deed of Mortgage (APHT) or Credit Agreement as the main agreement that gives birth to a security agreement to protect the security object or the legal consequences of the loss of the security object that has the potential to cause losses to the creditor. Article 11 paragraph (2) of this Law only stipulates that in the Deed of Mortgage Deed, promises can be included, among others:
  - a) Promises that limit the authority of the grantor of the Mortgage Rights to lease the object of the Mortgage Rights and/or determine or change the lease period and/or receive rent in advance, except with the prior written consent of the holder of the Mortgage Rights;
  - b) Promises that limit the authority of the grantor of the Mortgage Rights to change the form or layout of the object of the Mortgage Rights, except with the prior written consent of the holder of the Mortgage Rights;
  - c) A promise that authorises the holder of a Mortgage Right to manage the object of the Mortgage Right based on the stipulation of the Chairman of the District Court whose jurisdiction covers the location of the object of the Mortgage Right if the debtor is seriously in default;

- d) A promise that authorises the holder of the Mortgage Right to salvage the object of the Mortgage Right, if this is necessary for execution or to prevent the nullification or cancellation of the right that is the object of the Mortgage Right due to non-fulfilment or violation of statutory provisions;
- e) A promise that the holder of the first Mortgage Right has the right to sell the object of the Mortgage Right on its own authority if the debtor defaults;
- f) A promise given by the first Mortgagee that the object of the Mortgage will not be purged from the Mortgage;
- g) A promise that the Mortgagee will not relinquish its rights over the object of the Mortgage without the prior written consent of the Mortgagee;
- h) A promise that the holder of the Mortgage Rights will obtain all or part of the compensation received by the Mortgage Rights grantor for the repayment of the debt if the object of the Mortgage Rights is released by the Mortgage Rights grantor or the rights are revoked for the public interest;
- i) A promise that the Mortgagee will obtain all or part of the insurance money received by the Mortgagee for the repayment of its debt, if the object of the Mortgage is insured;
- j) A promise that the Mortgagee will vacate the object of the Mortgage at the time of execution of the Mortgage;
- k) Unless otherwise agreed, the Land Rights Certificate which has been affixed with the record of encumbrance of Mortgage Rights shall be returned to the relevant land rights holder.

The legal practice of registration of mortgage rights at the Land Office of Batam City, in the Credit Agreement file attached with the Deed of Granting Mortgage in the registration of Mortgage Rights to obtain the Certificate of Mortgage Rights, very few Credit Agreements as the main agreement of debt and credit include a clause that if the collateral is lost due to administrative defects, it will cause legal consequences to the debtor. This does not violate the provisions.

Until now, there is no legal provision that requires the clause to be included in the Credit Agreement. Credit Agreement as the main agreement is certainly subject to the principle of consensualism and the principle of freedom of contract in contract law. The parties agree and have the freedom to determine the contract. However, there should be concrete regulations regarding this matter in order to provide legal protection to creditors, because after all the legal relations that arise are not mutually binding. The legal relationship of debt and credit only arises between the creditor and the debtor, while there is a separate legal relationship between the land rights holder and the state through the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency.

To avoid and/or anticipate the limitations of the regulation as explained above, the government should immediately make and/or amend by providing special provisions regarding land security law. Some important things that must be regulated are:

1) Solution through the Establishment of Legislation

To avoid and/or anticipate the limitations of the arrangements as described above, the government should immediately make and/or amend by providing special provisions regarding land security law.

2) Solution Through Legal Remedies

In the legal practice of registration of mortgage rights at the Land Office of Batam City, in the Credit Agreement file attached with the Deed of Granting Mortgage in the registration of Mortgage Rights to obtain a Certificate of Mortgage Rights, very few Credit Agreements as the main debt agreement include a clause that if the collateral object is lost due to administrative defects, it will have legal consequences for the debtor. This sub-chapter will explain the solution to this through a cycle of legal remedies as repressive legal protection for creditors in maintaining the fulfilment of debtor debts. This is also the *ultimum remedium* that can be done by the creditor.

Some forms of dispute resolution procedures include: negotiation, conciliation, mediation, dispute prevention, binding opinion, valuation, appraisal, special masters, ombudsman, mini trial, private judges, summary jury trial, arbitration.

#### 4. CONCLUSIONS

Based on the results of the research and discussion, it can be concluded as follows.

- a. Legal arrangements for the cancellation of land rights certificates due to administrative defects are based on the provisions of Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency Number 21 of 2021 concerning Handling and Settlement of Land Cases. Such cancellation is initiated through examination in the process of handling land disputes, conflicts or cases (litigation) by the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency. The handling of land disputes or conflicts is carried out in successive stages, namely case assessment, initial title, research, exposure of research results, coordination meetings, final title and case settlement. Meanwhile, land cases are conducted in accordance with the applicable procedural law in the absolute competence of the court handling the case a quo.
- b. The form of legal protection for creditors holding mortgages against collateral objects that have been cancelled due to administrative defects is based on preventive and repressive legal protection. Preventive legal protection can be applied to every process of testing administrative defects in land rights through the mechanism of land disputes and conflicts, while repressive legal protection can be applied through a judicial mechanism by filing a lawsuit against the law, default or through a state administrative court mechanism;
- c. The obstacles that occur in the process of legal protection of creditors holding mortgages against collateral objects that have been cancelled due to administrative defects include:
  - 1) the absence of special provisions governing that creditors can be involved in the process of testing land rights through the mechanism of disputes and land cases.
  - 2) the absence of special provisions regarding the agreement clause provides legal consequences for collateral objects that are lost and / or cancelled due to administrative defects. As a solution to the obstacles regarding the limitations of the regulation, the government should immediately make special provisions governing the regulations regarding the involvement of holders of mortgages in the process of handling land disputes and conflicts, the Ministry of Agrarian Affairs and Spatial Planning / National Land Agency as the state authority in charge of land law to notify and include holders of mortgages in the process of handling land disputes and conflicts and facultative regulations relating to clauses that can be included in credit agreements and deeds of granting mortgages,
  - 3) legal remedies for creditors holding mortgage rights against collateral objects that have been cancelled due to administrative defects can be carried out through litigation and non-litigation dispute resolution. Settlement through litigation has 3 ways, namely civil suits on the basis of tort, default and lawsuits through the state administrative court (PTUN), while non-litigation dispute resolution can be done by consulting, negotiating, mediating, conciliation, expert assessment and arbitration.

From the results of this research, the author provides the following suggestions:

- a. The government should immediately make special laws and regulations governing this matter.
- b. Before the statutory provisions referred to above are available, in the realm of land law practice, it is hoped that the Ministry of Agrarian Affairs and Spatial Planning / National Land Agency as a government authority given the authority in charge of land and agrarian affairs, is expected to further improve its performance and duties to provide information to the public and banks so that their rights are not legally violated by each other.
- c. Furthermore, ASN within the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency must fully understand the concept of legal protection and legal remedies for creditors and



debtors related to the legal practice of granting mortgage rights for Land Rights in debt and security agreements.

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