

Problems of Juridical in the Implementation of Housing Procurement Agreement Between Developer And Consumers in Kartasura

Novendri Amiruddin¹, Moch Najib Imanullah², Yudho Taruno Muryanto³

¹Master Program of Law, Universitas Sebelas Maret, Surakarta, Indonesia

^{2,3}Lecturer Master Program of Law Universitas Sebelas Maret, Surakarta, Indonesia

Corresponding Author: Novendri Amiruddin

Abstract: - This study has purpose to examine and analyze juridical problems in the implementation of housing procurement agreements between developers and consumers. The research method in this study was empirical legal research, by conducting research on legislation related to the application of practices in the community, in the context of housing purchases through developers with the community. The results of the study concluded that in buying and selling houses between developers and consumers must be based on strict and open laws starting from brochures or information about home sales, in the initial implementation of the agreement in the form of Deed of Sale and Purchase Agreement to be made by and before public officials continued until the name behind the stage before the Land Deed Maker Officer (PPAT). However, there were still many obstacles in the practice that developers do not fulfill the principle of legal certainty and the high demand for housing by the community. The phenomenon that occurs is the buyer still lacks understanding and does not know his rights as a buyer or consumer. Thus it is necessary to increase the quality of services and clear and explicit information from the Developer/ developer to buyers or consumers so that there are no more things consumers are harmed.

Keywords: Housing, Legal Protection, Developer, Consumer

I. INTRODUCTION

In Indonesia, general welfare is usually associated with three things, namely, food, clothing, shelter. Most people, besides clothing, food, and shelter or houses have become basic needs that cannot be delayed in carrying out their daily lives.¹ For most Indonesians, housing needs are still difficult to obtain even though it is one of the basic needs. Not all people can easily build houses for their homes. Many things are needed so that the house can be built for later to be occupied, such as the issue of the suitability of financial capabilities, availability of land, building structures, expertise in development, and licensing for building construction.²

To fulfill the needs of homes in order to improve the welfare of the community, the government is always active and trying to carry out public housing development. The housing development activities themselves can be carried out by the government, private parties engaged in housing development, as well as individuals independently. Private parties engaged in the business of building and selling housing are commonly referred to as "developers".³ Housing ownership generally occurs because of buying and selling transactions between sellers in this case developers with buyers or consumers. At this time a habit has developed in property marketing with an indent system to market housing that will be built or that is being built, and some have not even been built. The developer only sells maket/ image/ design plans, there are no physical signs of land preparation and site construction activities.

Problems often arise in the housing business are provisions regarding statements and agreements to accept all terms and conditions set unilaterally that have been prepared earlier by the developer, listed in the order letter often called standard agreements or standard clauses. Standard agreement is an agreement that almost all of its clauses are standardized by the wearer and other parties who basically do not have the opportunity to negotiate or change them.⁴ The practice of standard agreements is often made in unbalanced conditions. Manufacturers (Business Actors) manipulate agreements made in the provisions of the standard clause. Usually the agreement depends more on one party, namely the business actor. No other standard contract is an adhesion agreement, if the contents of the contract have been unilaterally determined by the creditor, without being given the right of bargaining to the debtor, since such contracts are more considered as dwang contracts.⁵

³ Ibid, hlm.104

⁴ Sutan Remi Syadeni, *Freedom to contract and balanced protection for parties in credit agreements in Indonesia*, Jakarta Institut Bankir Indonesia, 1994, page.66

⁵ Sukirman, "Restrictions on freedom of contract" *Jurnal Yustitia*, Volume 9, Nopember 2009, page.20

¹ Sudaryatmo, *Tips for Avoiding Problematic Housing*, Jakarta: Piramedia, 2004, page.1

² Sri Soedewi Masjuchun Sofwan, 1982. *Building Law of Building Contract Agreement*, Liberty Yogyakarta, page. 103

Consumers have a greater risk than business actors. In other words, consumer rights are very vulnerable.⁶ Due to the weak bargaining position of consumers, the rights of the concession are very risky to be violated. Thus the material juridical standard agreement does not have binding power. Exoneration clause stated by the developer in a house sale and purchase agreement that contains provisions for the transfer of responsibility, actions in the form of unilateral cancellation and the developer not returning the money paid by the buyer is in violation of Article 18 paragraph (1) letters a, c and d Consumer (UUPK). Furthermore, according to Article 18 paragraph (3) of the Consumer Protection Act, every standard clause stipulated by a business actor in a document or agreement that meets the conditions referred to in paragraph (1) and paragraph (2) of the Consumer Protection Law is declared null and void.⁷

The position of the consumer must be protected by law, because one of the characteristics and purpose of the law is to provide legal protection to the community.⁸ Protection to the community must be realized in the form of legal certainty to consumers. Law No. 1 of 2011 concerning Housing and Settlement Areas has stipulated that legal protection for residential consumers is absolutely necessary for the government and/ or institutions engaged in providing housing and settlements and providing legal protection for rights consumer.⁹

Based on the rules in the making and signature of the Sale and Purchase Act before the deed making official, between the seller/ developer and the buyer/ consumer after the housing construction is completed or at least finishing the finishing period. Since the housing building has not been completed yet, it has not even begun, the seller/ developer overcomes it by making a preliminary agreement or commonly called pre-project selling on the housing.

The procedure of the house provided by the developer also varies. There are those who have available their homes first, prospective buyers can choose the house according to the choices that are available. There are also those whose houses have not yet been built, but will be promised in advance between the developer and the consumer regarding the location and type or shape of the house desired. In the sense that the developer also provides construction services to consumers to build houses according to what they want. Every consumer who wishes to make a home purchase

through a housing purchase agreement must be careful, read carefully the contents of the housing purchase agreement, and are advised to look more closely at the location of land and housing and check the status of the land to the National Land Agency office in order to avoid default/ negligence by the developer which results in a loss for the consumer.¹⁰

The facts occur can be a consideration that the position of consumers is in a weak part and the legal protection against them is not guaranteed as expected. This reality was further reinforced by Shofie who said that "Marketing carried out by developers is also very tendentious, so it is not uncommon for the information delivered to be misleading (misleading information) or incorrect, even though consumers have already signed a Sales and Purchase Agreement (PPJB) with developers or even have a credit agreement with a mortgage lending bank."¹¹

This study was conducted as an effort to balance the legal protection of the rights and obligations of the parties. Efforts to resolve defaults in binding agreements on sale and purchase of land and buildings can be seen from the developer's responsibility. The responsibility of the developer or developer in the binding agreement between the sale and purchase of the house between developers in the binding agreement on buying and selling houses between developers and consumers which usually includes the provision of facilities as promised by the developer. In the clause of the sale and purchase agreement, the responsibility of the developer is the establishment and maintenance of the building. In practice, aside from the principle of freedom of contact, consumers can request repairs or changes to the clauses in the sale and purchase binding agreement, also the responsibility of the developer is limited to the guarantee period.¹²

II. RESEARCH METHOD

This study was an empirical legal research which was conducted by looking for the truth of the data in the field. In the empirical legal research, the initial research is secondary data, to be followed by research on primary data in the field or the community.¹³ Primary data sources were obtained from interviews with developers, *Gumpang Agung* and *Klaster Hijau* and secondary data sources by using document studies that could be journals, actual books, archives, documents, legislation, research reports, electronic

⁶ Edmon Makarim, *Compilation of Telecommunications Law*, Jakarta, PT.Raja Grafindo Persada 2003.page.242

⁷Widharto Ishak, " Legal Review of Housing Purchase Standard Contracts that Contain Exoneration Clause", *Journal of Legal Science Legal Opinion*, Edition 4, Volume 3, 2014, page.8

⁸ Shidarta, *Hukum perlindungan konsumen Indonesia*, Edisi revisi, Jakarta, Grasindo 2004, page.112

⁹ Dolfi Sandag, " Legal Protection for Consumers Against Housing Developers in the Perspective of Law Number 1 of 2011", *Jurnal Lex et Societatis*, Vol.III, Number 2, Edition 2, March 2015, page.14

¹⁰ Agus Rahmansah Permana, " Land and Building Sale and Purchase by the Developer that contains will defects in Perspective of Law Number 8 of 1999 concerning Consumer Protection", *Jurnal Agus Barudocx* page.24

¹¹ Shofie, *Consumer protection and legal instruments*, Citra aditya Bakti,Bandung, 2000, page 74

¹² Arina Ratna Paramita, Yunanto, Dewi Hendrawati, " Default in the Agreement to Bind Land and Building Sale (Research Study in Semarang Development)", *Diponegoro Law Journal*, Vol.5, No.3, 2016, page.10

¹³ Soerjono Soekanto, *Pengantar Penelitian Hukum*, Jakarta, UII Pres

media and other library materials. The analysis technique was conducted by using interactive model qualitative analysis techniques.

III. RESEARCH RESULTS AND DISCUSSION

1. *The Sale and Purchase Agreement of the House which is not in Accordance to the Statement Between the Developer and the Consumer.*

Provisions regarding housing are regulated in Law Number 1 of 2011 concerning Housing and Settlement Areas, based on Article 166 of Law Number 1 of 2011, "at the time this Law came into force, Law Number 4 of 1992 was revoked. and declared invalid.¹⁴ The term Developer comes from a foreign language, which means a housing builder.¹⁵ Developers are basically business people. In Law Number 8 of 1999 concerning Consumer Protection Article 1 paragraph (3) states the definition of business actors, namely: business actors are every person, individual or business entity either domiciled or conducting activities within the jurisdiction of the Republic of Indonesia, either alone or together through agreements to conduct business activities in the economic area.¹⁶

Housing development companies can be classified into 2 groups based on the ownership and target of housing development, namely: (a) State-Owned Development Company. (b) Private Developer Company. Real estate business is basically a business whose activities are related to land matters, including everything that is done on it, so that from the real estate sector there are professional specialties as follows: land and building development, real estate valuation, property management, brokerage business, real estate financing business, research business and others. From the rapidly growing real estate businesses in Indonesia is the business of developing land and buildings known as the profession of housing and residential area developers or often abbreviated as the developer profession (Developer).

In this study, the researcher interviewed the executors of private developers, the first was *Gumpang Agung*, which is engaged in property, investment, marketing and development, located at Perum Damar Agung Regency Blok A No. 1 Gumpang, Kartasura, Sukoharjo, Central Java, Indonesia. The second was, *Klaster Hijau* which is engaged in property, investment, Marketing and Development, located at Perum Klaster Hijau B 8 Gumpang, Kartasura, Sukoharjo, Central Java, Indonesia.

In the sale and purchase of house agreement between the developer and the consumer there are clauses that must be

fulfilled by each party, according to the clause stating that the land to be built by the house is true of the developer and the consumer will be freed from the demands of any party relating to ownership rights on the land. This agreement usually does not contain the transfer of ownership rights from the developer to the consumer, because it is usually only made under the hands of the developer as a business actor with the buyer as a consumer, and generally in the form of a standard agreement prepared by the developer. As a result of the agreement, a legal relationship was formed in the form of a Sales and Purchase Agreement (PPJB) between developers and consumers in terms of buying and selling land and houses. After the parties complete their obligations and get their rights, then the Sale and Purchase Deed (AJB) is then made on the land along with the house above it in the presence of the competent authority, in this case the Land Deed Making Officer (PPAT). This Sale and Purchase Deed (AJB) then becomes the basis for the transfer of ownership of the land and the house from the developer to the consumer.

Standard agreements made by developers in this case *Gumpang Agung* and *Green Klester*, have a stronger position than consumers. Where the interests of consumers may be ignored or put aside by the developer. Instead of that the government sets rules that are obeyed by developers in the sale and purchase agreement must be guided by the decision of the minister of public housing of the Republic of Indonesia Number: 09/ KPTS/ M/ 1995 concerning Guidelines for Binding House Buying and Selling. Based on the Ministry of Youth's decree, the basic provisions in the house agreement must be included by the Developer. Some of the basic provisions include: (1) the description of the subject and object of the agreement, (2) seller's obligation, (3) seller's guarantee, (4) buyer's obligation, (5) building handover, (6) building maintenance, (7) the use of buildings, (8) the transfer of rights, (9) provisions for cancellation of binding, (10) the deed of sale and purchase, (11) the settlement of disputes. The *Kemenpora* aims as a guideline in order that developers in making binding agreements on sale and purchase and sale and purchase agreements are not only based on the interests of the developer but also are obliged to protect the interests of consumers as stated in Law Number 8 of 1999 concerning Consumer Protection.

UUPK has provided signs that are prohibited to include the standard clause stipulated in Article 18 paragraph (1) UUPK, and Article 18 paragraph (2) UUPK which stipulates that business actors are prohibited from specifying standard clauses whose location or shape is difficult to see or cannot be read clearly or the disclosure is difficult to understand. As a consequence of violations of the provisions of Article 18 paragraph (1) and (2) in Article 18 paragraph (3) the PK Law states null and void by law as a standard clause has been determined by business actors in documents or agreements that contain provisions prohibited by Article 18

¹⁴ Uris Santoso, Legal for Housing, Prana Media Group, Jakarta, 2014m page.4

¹⁵ Jhon M Enchlos dan Hasan Sadily, Inggris Indonesia Dictionary, Gramedia, Jakarta, 1990

¹⁶ www.landasan-teori.com/2015/10/pengertian-developer-devinisi-hak.html?m=1 downloaded on 29-09,2017

paragraph (1) or standard agreements that have provisions prohibited by Article 18 paragraph (2).¹⁷

Consumers often experience losses due to the quality of buildings that are not in accordance with the agreement or do not meet the technical requirements of building construction. If the developer (in this case is considered as the debtor) does not do what is promised then it can be said that the debtor has defaulted in the form of:¹⁸ (a) not doing what is agreed to be done, (b) carrying out what promised, but not as promised, (c) doing what was promised but late, (d) doing something that according to the agreement should not be done (negligence) the debtor. Based on the results of interviews with consumers from *Klaster Hijau* Company stated that:

“and after the house is occupied there are several quality deficiencies such as leaky roofs, wood types for frames or doors or poles which do not clearly use what type; buildings that are cracked either before being occupied or after a while are occupied; paint that is quickly dull; and zinc-zinc which quickly leaks before its time “. shows the master certificate before it is broken down, if it hasn't been broken down it will show a set plan.¹⁹

There are several factors that can cause inconsistencies in consumer orders in the construction of the house, as follows:²⁰

Tabel 1.

Factors arising from Non-Compliance with House Orders

The Age of the Building	Nature	Human Error
As the building gets older, its strength and endurance are reduced and there is no routine maintenance and control from the developer	a. Due to natural disaster, such as flood, earthquake b. Other natural factors such as humidity and high temperature levels of acid and salt in the area.	a. Construction workers of the house who are not experts in their fields. b. The use of material that is not in accordance with the specifications and compositions required for the construction of the house.

¹⁷ Agus Satory, “ Standard Agreement and Consumer Protection in Financial Services and Implementation Business Transactions in Indonesia”, *Journal of Padjajaran Legal Science*, Volume 2, Number 2, in 2015, page.22

¹⁸ Koesno Wirjadi, *pentingnya Rumah Buat Kehidupan*, ctk1, Bandung, Pasundan, 2008, hlm 8

¹⁹ Interview with Andi, Consumer of the Developer Company of “Klester Hijau”, at Perum Klaster Hijau B 8 Gumpang, Kartasura, Sukoharjo, Central Java, on the 24th of August 2018 at 11.00 WIB.

²⁰ Interview, Fuad Jafar dan Ari, Director of Developer Company, on the 22nd of August 2018 at 10.00 am.

The development of housing business has progressed quite rapidly, especially in large cities with a very significant increase in population especially in big cities experiencing quite rapid progress in housing development, this situation certainly raises its own problems for consumers, especially regarding housing so sometimes when consumers ignore their rights as agreed between developers and consumers in owning a home as a place to live.

2. Legal Protection for Consumers on the Sales and Purchase of the House through Developers

The principles that arise about the position of consumers in legal relations with business actors depart from the doctrine and theory known in the course of the history of consumer protection law. According to UUPK Article 1 paragraph (2), consumers are every person who uses goods and/ or services available in the community, both for the sake of themselves, family, other people and other living beings and not for trading. Housing consumers here are intended to be housing buyers who have chosen and intend to buy units or houses that are in a particular building and proven by the Order Letter that has been signed as an agreement to purchase a unit or house.

a. Legal Protection for The Buyers of the House (Consumers) in the Agreement of Preliminary Buying and Selling.

In the process of buying and selling fixed objects such as land, houses, apartments or other properties, the terms of the Purchase Agreement (PPJB) is familiar, Binding of Sale and Purchase (PJB), Sale and Purchase Act (AJB). All these terms are ways of transferring rights to land and buildings. The difference in each of these terms is in the process and form of legal action. The following are explained the differences between several agreements, such as the PJB, PJB and AJB Engagement.

As stated by M Zulmi Tafrihan and Yudho Taruno Muryanto:

“In formal juridical terms, in Indonesia the pattern of selling housing with a Pre Project Selling system is not prohibited even though there are no provisions governing it. so that it becomes the main foundation as a determination of the rights and obligations of the parties lies in freedom of contract, while the mechanism for determining the rights and obligations of the parties is regulated in form of Buy and Sell Agreement (PPJB). PPJB is an agreement of two parties to carry out the achievements of each in future, namely the implementation of sale and purchase in the presence of Land Acquisition Officers, PPAT, if the building has been completed, certified and livable. PPJB is made as an initial agreement that aims to bind the parties before the Sale and Purchase Act is carried out before the PPAT. This AJB is an authentic deed made by PPAT

as proof transfer of rights to land and buildings. This AJB will later be used to submit registration for transfer of rights to local land office or better known as the name back. With the completion of the process of returning the name, the right is attached land and buildings have been moved from sellers to buyers".²¹

Preliminary Sale and Purchase Agreement (PPJB) is made to make a temporary bond before the making of a Deed of Sale and Purchase (AJB) officially before the Land Deed Making Officer (PPAT). In general, the contents of the PPJB are the agreement of the seller to bind themselves to sell to the buyer accompanied by giving a sign or advance based on the agreement. Generally PPJB is made under the hand due to certain reasons such credit or payment that has not been paid off. In the PPJB, there are agreements regarding the object promised, the amount of the price, the repayment period is made and the Deed of Sale.

Deed of Sale (AJB) is a deed made by PPAT for the transfer of rights to land and buildings. The making of AJB has been arranged in such a way through the Regulation of the Head of the National Land Agency (Perkaban) Number 08 of 2012 concerning Land Registration, so that PPAT only follows the standard formats provided. The making of AJB is carried out after all taxes arising from the sale and purchase have been paid by the parties in accordance with their respective obligations. The next step is to apply for registration of transfer of rights to the local land office or commonly known as the name behind. With the completion of the name of the certificate, the rights attached to land and buildings have moved from the seller to the buyer.

Due to the reasons of practicality, the PPJB has been prepared by the developer or legal officer as a standard contract that at the time of signing the PPJB, usually the prospective buyer is given the opportunity to read and study the draft PPJB first by being guided by "PPJB reader officer" from the developer. In general, the draft PPJB cannot be taken home and the explanation given is also limited and short, many buyers are "forced" from the origin of the signature without clearly understanding the substance, whereas in the PPJB there are many agreements that cause certain legal consequences which tend to harm the buyer if problems occur later.

By applying this marketing method, then everything promised by the developer and/ or marketing agent must be made in an agreement to buy and sell (PPJB) for the parties to the transaction, and PPJB made before a notary, after fulfilling some certainty requirements for: a) Land ownership status; (b) The Ownership of IMB; (c) The Availability of

infrastructure, facilities and public utilities; (e) Construction of at least 20% (twenty percent); (e) the agreement.

b. The Legal Protection of the Buyer of the House (Consumers) from the Business Actor (Developer)

The responsibility of the business actor arises because of the relationship between producers and consumers which explicitly have their respective responsibilities. The relationship between business actors and consumers is a relationship in the context of the relationship between one another, on different grounds and backgrounds. Business actors make contact with consumers based on the existence of certain objectives that have been planned, including economic goals, namely to seek as much profit as possible with increased productivity and efficiency. On the other hand consumers have a relationship with producers based on the demand for fulfillment of life needs.

In general, the principles of responsibility in law can be distinguished as follows:²²

1) Error (liability based on fault)

This principle is quite common in criminal and civil law. In the Civil Code, specifically Articles 1365, 1366 and 1367, this principle is held firmly. This principle states that a person can only be held legally accountable if there is an element of error he has committed. It means that an error is an element that is contrary to the law. The definition of law here is not only contrary to laws or regulations, but also propriety and decency that apply in society. In general, this principle of responsibility is acceptable because it is fair for wrongdoers to replace losses for the victims. In Article 1365 of the Civil Code, which is commonly known as the article on acts against the law, requires the fulfillment of four basic elements, namely:

- (1) Actions
- (2) There is an element of error
- (3) There is a loss suffered
- (4) The existence of a causal relationship between errors and losses

2) Presumption of liability

This principle states that the defendant is always considered responsible until he can prove that he is innocent. Proof is on the defendant's side. It seems that the burden of reverse proof is accepted in this principle. Dasar is guilty, the thought of this theory of reversing the burden of proof is that someone is considered guilty, until the person concerned can prove otherwise. This is contrary to the legal principle of the presumption of innocence. If applied in the case of consumers, it would appear that this principle is quite relevant.

²¹ M Zulmi Tafrihan, Yudho Taruno Muryanto, Consumer Protection On Marketing Of Housing Property With Project Selling Sistem In PT. Menara Santosa Surakarta, *International Journal of Business, Economics and Law*, Vol 16, Issued on the 5th of August, 2018, p 135.

²² Sidharta, *Indonesian Consumer Protection Law*, PT. Grasindo, Jakarta, 2006, page 58.

- 3) Presumption of nonliability
This principle is the opposite of the second principle. This principle is only known in the scope of very limited consumer transactions. This principle is no longer applied absolutely, and leads to the principle of the principle of responsibility with restrictions on compensation with certain nominal limits. In this principle, the party burdened with proof is the consumer.
- 4) Strict liability
This principle is often identified with absolute responsibility. The principle of responsibility that defines errors is not a decisive factor, but there are exceptions that allow it to be released from responsibility, such as force majeure.
- 5) Limitation of liability
The principle of responsibility with this limitation is most preferred by business actors to be included as an exoneration clause in the standard agreement made. This principle of responsibility is very detrimental to consumers if unilaterally applied by business actors.

The developer company both from the *Gumpang Agung Company* and *Klaster Hijau Company* if the agreement on the sale and purchase of the house does not match the agreement between the developer and the consumer, in this case the building quality is not as desired/ in accordance to the brochure, the developer company provides legal protection to consumers if in the implementation of the agreement the consumer feels aggrieved, as expressed by the Director of *Gumpang Agung Company* in the interview stating that:

“by the developer company in providing legal protection to consumers in this case home buyers, before the transaction is done so that consumers feel safe and not worried about the losses that might be caused, for that the developer company provides guarantees such as: showing the master certificate before breaking it down, if not broken down will show serpler. Then, if there are deficiencies as stipulated in the agreement, such as the quality of the company's building that is not in accordance with what is agreed upon, usually the company will be responsible”.²³

Similar to *Gumpang Agung Company*, by *Klaster Hijau Company* also provides legal protection to its customers if in the implementation of the agreement the consumer feels aggrieved

“by developer companies in providing legal protection to consumers in this case home buyers, if in the implementation of housing procurement agreements between developers and consumers, and

²³ Interview with Ari, Director of the Company Developer of “Klester Hijau”, at Perum Klaster Hijau B 8 Gumpang, Kartasura, Sukoharjo, Central Java, on the 22 of August 2018 at 10.00 am.

consumers feel disadvantaged because it turns out the quality of the building is not as desired/ in accordance to the brochure, and after the house is occupied there are some disadvantages - building quality deficiencies such as leaky roofs, the developer company will be responsible for repairing damaged buildings for example: leaky roofs, which have a grace period of 3 months since the house keys are handed over”.²⁴

Thus, it can be concluded that the implementation of the housing procurement agreement between the developer and the consumer, by the developer company provides legal protection for consumers in this case the buyer of the house, before the transaction is done so that consumers feel safe and not worried about possible losses, for that company developers provide guarantees such as: showing master certificates before they are broken down, if they have not been broken down, they will show setplen. And if consumers feel aggrieved because it turns out the quality of the building is not as desired / in accordance with the brochure, and after the house is occupied there are some quality deficiencies such as leaky roofs, wood types for frames or doors or poles that do not use what type; buildings that are cracked either before being occupied or after a while are occupied; paint that is quickly dull; and zinc which quickly leaked before the time, the developer company will be responsible, within a period of 3 months since the house key was handed over. But consumers still feel disadvantaged because of the 3-month grace period it is often the damage to new buildings starts to occur/ occur.

IV. CONCLUSION AND SUGGESTIONS

1. Conclusion

The preliminary agreement of house sell and purchase (PPJB), the manufacture is still not paying attention to its suitability with the applicable laws and regulations, many business interests underlie the making of this PPJB, so that consumers with limited knowledge of existing regulations are parties "forced" to accept and be a party that is also often harmed because the PPJB is not regulated about the clarity of ownership according to consumer rights. PPJB must arrange in full and clear what is meant by joint ownership and what is the consumer's rights. The obligation to maintain and complete the construction of the house and its facilities must be explained in the PPJB, it is the obligation of the developer. Legal Protection for Consumers on the Sales and Purchase of the House Through Developers Thus, it can be concluded that the implementation of the housing procurement agreement between the developer and the consumer, by the developer

²⁴ Interview with Ari, Director of the Company Developer of “Gumpang Agung”, at Perum Damar Agung Regency Blok A No. 1 Gumpang, Kartasura, Sukoharjo, Central Java on the 22 of August 2018 at 10.00 am.

company provides legal protection for consumers in this case the buyer of the house, But consumers still feel disadvantaged because of the 3-month grace period it is often the damage to new buildings starts to occur/ occur.

2. Suggestions

- a. The clauses in the initial agreement must be made in a balanced manner that contains the rights and obligations of each party.
- b. The legal consequences of defaults made by developers, consumers can sue in civil law and criminal law which have previously been completed by deliberation between developers and consumers/ buyers.

REFERENCES

Books

- [1]. Abdul Hakim Barkatullah, *Consumer Rights*, Bandung, Nusa Media, page.5.
- [2]. Edmon Makarim, *Compilation of Telecommunications Law*, Jakarta, PT.Raja Grafindo Persada 2003.page.24
- [3]. Koesno Wirjadi, *The Importance of House for Living*, ctk1, Bandung, Pasundan, 2008, page 8
- [4]. Jhon M Enchlos dan Hasan Sadily, *Inggris Indonesia Dictionary*, Gramedia, Jakarta, 1990
- [5]. Nasution Az, *Consumer and Law*, Pustaka Sinar Harapan, Jakarta, 1995, Pustaka Sinar Harapan, page.73
- [6]. Sudaryatmo, *Tips for Avoiding Problematic Housing*, Jakarta: Piramedia, 2004, page.1
- [7]. Sri Soedewi Masjchun Sofwan, 1982. *Building Law of Building Contract Agreement*, Liberty Yogyakarta, page. 103
- [8]. Sukirman, *Restrictions on Freedom of Contract*, Bandung, Nusa Media, page.53
- [9]. Sutan Remi Syadeni, *Freedom to contract and balanced protection for parties in credit agreements in Indonesia*, Jakarta Institut Bankir Indonesia, 1994, page.66
- [10]. Shidarta, *Indonesian consumer protection law*, Edisi revisi, Jakarta, Grasindo 2004, page.112
- [11]. Shofie, *Consumer protection and legal instruments*, Citra Aditya Bakti, Bandung, 2000, page 74
- [12]. Soerjono Soekanto, *Introduction to Legal Research*, Jakarta, UII Pres

- [13]. Uris Santoso, *Legal for Housing*, Prana Media Group, Jakarta, 2014 page.4

Internet

- [14]. www.landasanteori.com/2015/10/pengertian-developer-devinisi-hak.html?m=1 diunduh pada tanggal 29-09,2017

Journal

- [15]. Agus Rahmansah Permana, “ *Land and Building Sale and Purchase by the Developer that contains will defects in the Perspective of Law Number 8 of 1999 concerning Consumer Protection*”, *Journal Agus Barudocx* page.24
- [16]. Agus Satory, “ *Standard Agreement and Consumer Protection in Financial Services and Implementation Business Transactions in Indonesia*”, *Journal of Padjajaran Legal Science*, Volume 2, Number 2, Year 2015, page.22
- [17]. Arina Ratna Paramita, Yunanto, Dewi Hendrawati, “ *Default in the Agreement to Bind Land and Building Sale (Research Study in Semarang Development)*, *Diponegoro Law Journal*, Vol.5, No.3, 2016, page.10
- [18]. Dolfi Sandag, “*Legal Protection for Consumers on Housing Developers in the Perspective of Law Number 1 of 2011*”, *Jurnal Lex et Societatis*, Vol.III, Number 2, Edition 2, March 2015, Page.14
- [19]. Lippmeier dan Wahyu Nuswantoro, “ *Analysis of the types of damage in residential buildings* ”, *engineering design journal* volume 11 Number 1 in June 2010, analysis of types of damage to residential buildings, Palangkaraya Press State University, Palangkaraya, page 4.
- [20]. M Zulmi Tafrichan, Yudho Taruno Muryanto, *Consumer Protection On Marketing Of Housing Property With Project Selling Sistem In PT. Menara Santosa Surakarta*, *International Journal of Business, Economics and Law*, Vol 16, Issued on August 5, 2018, p 135.
- [21]. Widharto Ishak, “*Legal Review of Housing Purchase Standard Contracts that Contain Exoneration Clause*”, *Journal of Legal Science Legal Opinion*, Edition 4, Volume 3, 2014, p.8

Legal Regulations

- [22]. Law Number 1 of 2011 concerning Housing and Housing Areas
- [23]. Law Number 8 of 1999 concerning Consumer Protection
- [24]. Civil Code