Legal Protection For Consumers in Property Sale and Purchase Agreements
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ABSTRACT
The need for a residence or house (Rusun) for all levels of society is one of the basic needs that must be met. Some people's life is not complete if they do not have their own house, even in a simple form. The housing problem in recent times seems to be quite prominent, this has been felt by the country, especially in big cities in Indonesia, developing and developed countries, and the government in the housing sector has made extensive efforts, although it is still very limited and has not been able to keep up with the need for housing. It also concerns various aspects such as social aspects, because housing development is an equalization of the layers of society. The problem that occurs is how is the consumers' legal defense for real estate sale and purchase agreements? The method is to examine various regulations and literature related to legal protection for consumers in property sale and purchase agreements related to Law Number 4 of 1992 concerning Housing and Settlements. The aim of this study is that the company of buying and selling property cannot be separated from legal protection for consumers as buyers. must obtain security and legal certainty because after all, developers and buyers are interrelated and need each other. Then drawing conclusions guarantees legal certainty for consumers as property buyers
INTRODUCTION

The need for housing for all levels of society is one of the basic needs that must be met, as stated in the 1999-2004 State Policy Guidelines (GBHN) which states the need. Apart from that, in Article 4, the need for equal distribution of people's housing needs is met. In statutory regulation Number 4 of 1992 regarding houses and residential areas with a purpose: 1) Fulfill housing needs as one of the basic needs in order to increase and equalize people's welfare. 2) Creating decent housing and providing a safe, healthy and orderly environment. 3) Provide direction for regional growth and rational population distribution. 4) Encourage development in the economy, social and culture. The realization of the mandate of the National Law Guidelines (GBHN) has the consequence that more and more houses will be built, both by the government and the private sector, considering that under normal conditions demand is still increasing. Before the July 1997 monetary crisis, public interest in owning a house or flat that was ready to be used or occupied increased. However, with the monetary crisis situation, the government is increasingly unable to meet the housing needs of the population, which is increasing every year. This can be done differently, namely by carrying out cross subsidies, government to find a way. This means that the government, through state developers such as Community Housing, builds luxury housing and the profits from the sale of luxury housing are used to build simple houses aimed at the lower middle class. The implementation of housing development is not only carried out by State-Owned Enterprises (BUMN) through However, public housing is also carried out by private companies, whether national or joint ventures, foundations and cooperatives, of course the land rights obtained are different.

In housing construction carried out by developers, the government forms a National Housing and Settlement Policy and Control Agency which is coordinated by the Minister of Housing and Settlements (Menpera). This agency has the function of supervising developers or developers in housing procurement, namely, prioritizing the construction of medium-sized houses and luxury houses. This was done by the government to carry out one of its national tasks in the housing sector. Most developers in marketing housing use a form of speculative bidding system, meaning developers have promoted or offered housing through several media such as advertisements, brochures and so on but the housing has not yet been built. In the housing supply system, developers will usually only build housing if there is an order from consumers. Currently the Real Estate business is a booming business because it has good prospects. Private companies and other legal entities are competing to build housing with complete facilities, this is solely to attract consumers. Each business player competes with each other to reach market share, either by means of payment offered through cash by providing discounts or discounts for certain types of houses as well as through Home Ownership credit with very low bank rates offered. Such is the tendency of marketing, It frequently happens that the data provided to turn out to be misleading (misleading information) or not true and it could mean that the developer has not built housing but he already has land or However, it could also happen that the developer does not yet have land or plots and permits.
permission and he has offered it to consumers via a brochure with a picture of a shape or model of house in the housing complex which is actually fictitious. Even though the consumer has already signed the land agreement. In order to carry out a binding Sale both the Purchase Agreement (PPJB) and with the Developer, a bank credit agreement is carried out with the apartment credit taker (sarusun). To implement this marketing for real estate entrepreneurs (developers) to sell flats, real estate entrepreneurs use standard agreements. In general, agreements are made with creditors through unilateral provisions. It is mass in nature, used for all consumers without paying attention to differences in the economic strength of these consumers. This agreement is also called (the agreement can no longer be changed by the consumer), meaning that the agreement can no longer be changed by the consumer. In order to realize the existence of a standard agreement, there is no need for the principle of freedom in making agreements because that is the most important principle of agreement in the agreement itself. However, for those who agree to the existence of this standard agreement, the standard agreement remains valid as long as it has been signed by the debtor. In essence, this standard agreement contains an element of coercion. And usually in the agreement, the creditor lists the obligations that he must fulfill. The problem of speculative marketing has a negative impact on consumers who are directly harmed. For this reason, the protection of housing consumers against the bidding system carried out by rogue developers requires honesty in making accords. By educating the public about this problem, they must be careful in making their choices. In an effort to avoid any detrimental actions on the part of consumers caused by developers who act not in accordance with the agreed enter into the PPJB agreement a mutually agreed sale and purchase agreement. Thus, to provide security and legal certainty for property buyers, through legal provisions the Minister of Housing has issued Decree Number: 9/KPTS/1995 concerning Guidelines for Sale and Purchase accords, that developers who already have a house construction permit may offer or sell housing.

The sweet promises offered by developers to get consumers are very diverse, but in fact there are quite a few developers who neglect consumers who have agreed to purchase of the house. This can happen because developers are reluctant to carry out housing construction because there are so few interested people or consumers that the developer goes through an agreement that was made early. Unilateral termination of relations, which is often carried out by developers for various reasons, increasingly leads to the conclusion that the position of housing consumers is legally weak. This happens because consumers are tempted by the sweet promises of business people or housing developers, namely as buyers, due to a lack of knowledge about the information in the brochure, in the example in the brochure sentence below:

"Get your dream home at Citra Garden Palace as a business and activity center that adopts the commercial and life style center concept. This deserves to be called the golden route because it is located on an alternative route to a very potential and busy airport. Designed with a modern, festive architectural style and equipped with outdoor activity facilities to add to the millennial lifestyle."
These promotions are often just tricks for developers so that their merchandise products are purchased quickly and are in demand by consumers and sometimes even contain misleading information so that consumers who lack information are sometimes fooled by the developer's sweet promises. As a result of speculative house marketing practices such as those listed in the background above, this creates problems for housing consumers who want to buy and have already signed a Sales and Purchase Agreement (PPJB) with the developer, which is a standard agreement that is made automatically unilaterally by the creditor with standardized conditions so that the agreement can no longer be changed by the consumer. However, quite a few developers neglect the accords made for consumers as home buyers with a binding PPJB Sale and Purchase Agreement, therefore can cause losses for housing consumers. Thus, What kind of legal safeguards are available to consumers? because they are bound by a sales and purchase agreement? Of course, legal certainty must be provided so that there will be a way regarding these problems for the law must be able to answer the issue of rights for consumers buying and selling property who have a correct buying and selling system. The expected objectives of this research are 1. Understand the existence of legal protection for consumers who enter into property purchase and sale accords. 2. To find out the responsibilities of the Developer (Developer) who has bound himself as a buyer, a Housing Sale and Purchase Agreement (PPJBP) must be made with the Buyer (buyer, consumer) whose obligations have been stated in the agreement made.

LITERATURE REVIEW

For consumers, it is very important to obtain legal protection when buying and selling property. As has been done by the developer with intensive promotions and promises carried out and given by the developer, of course it really attracts public interest in buying the apartment units offered and is also supported by attractive brochures so that in this way marketing and sales of one apartment unit when it was first marketed (launching) reaped success which could be said to be quite good and successful. Even though at the time it was first marketed (launching) the construction of the apartment had not yet been carried out at all but with the existence of promotions which is quite interesting. Examples of dudun housing units that are made to be as attractive as possible and the marketing staff are quite reliable, these things make people more enthusiastic about buying apartment units and become increasingly interested in the magnificent and luxurious building concepts offered by the developer.

With this apartment unit concept, almost all buyers are interested in buying it, partly for investment purposes, hoping for a rental guarantee promised by the developer as cash moneyback that can be received periodically by the buyer, as well as profit sharing generated from managing the property, as well as the price of one unit. The housing units they buy increase over time as this is also one of the promises made by the developer as an inducement to potential buyers/consumers to buy one of the apartment units. In the case of a purchase that has signed The flat is covered by the binding of the PPJB sale and purchase agreement the flat is covered by the binding of the PPJB sale and purchase
agreement for an apartment unit which is carried out between the developer and the buyer of a residential home, carrying out sales and purchases according to procedures and in accordance with the legal provisions of Article 1458 of the applicable legislation. Indonesian civil law states that both parties make an agreement through legal buying and selling after the agreement was reached, the goods have not been received and have become an agreement. In fact, with the enactment of national land law, everything regarding land and related to land must be based on national land law, because in the provisions of national law regarding land to provide legal unification in the land sector throughout Indonesia.

In a legal sale and purchase as stated in An Agreement for Sale and Purchase (PPJB), even though it has been agreed upon by both parties, the implementation is not carried out before an authorized official for the transfer of rights to the apartment unit, namely PPAT and full payment of the price and delivery. The physical conditions were also not carried out simultaneously at that time, so that it could be interpreted that the sale of apartment units which was based on sales based on binding through buying and selling (PPJB) was not in accordance with the concept of land sale and purchase contained in the national land law (Law positive), then this actually should not be done, especially considering the large risks that might occur with sales that are only based on a Sales through a sale and purchase agreement (PPJB). In the statutory regulations Provisions of regulation no. 12 of 2011 residential house issues, it is known that the housing unit which is the owner is an individual. In the case of condominium units, there is a difference between the "owner of the condominium unit and the occupant" of the condominium unit in the sense that the scope of the definition of occupant is wider than that of the owner, because the occupant may also be and/or also be the owner, or may also as a tenant of the apartment unit, while the owner is not necessarily a resident of the apartment unit itself. In the Sales and Purchases Agreement (PPJB) it is generally stated that the consumer (owner) of the condominium agrees that the Association of Flat Tenants will be formed by a management body (in this case the developer or another party appointed by the developer as manager), whether for the apartment unit, as well as for the overall needs of the joint property. In this case, it has begun to appear, where there could be a potential for conflict where injustice and/or fraud could be committed by the developer or the apartment management body referred to as the operator against the owner of the apartment unit in question, because there has been a full transfer of power to when signing the Sale and Purchase Agreement (PPJB) taking there are rights and obligations the residents' association and the management body, which means that the consumer has agreed to all the rights and obligations of the Residents' Association which can also be the developer and/or also act as the manager (designated operator).

Apart from that, it is also worth asking whether the contract or agreement between the developer and the management body appointed as operator (if any) the application of regulations must be in accordance, and transparency regarding the Articles of Association and/or Bylaws, nominal rental fees, service charges and so on which are formed by the Association of Flat Residents, taking into
account the legal protection of the owner of the flat unit, who in this case is still
the consumer. Meanwhile, regarding the apartment units which are rented and
operated by the management body to the residents (tenants/users), the
management body determines the rental price that must be paid by the residents,
to use all the equipment contained in each apartment unit they rent, including
and not also limited to all facilities that are shared property and responsibility.
There are also sanctions that apply in the rules for occupying an apartment unit,
which apply to all residents of the apartment. The relationship between residents
or tenants (tenants/users) in the case of flats almost does not touch the owners
of the flats themselves, because the flats in question are operated by the operator,
where something that has a relationship with management of the units. The flat
is determined and run by the operator independently, without interference from
the owner of the flat. In terms of legal protection provisions for consumers as
home buyers, the principles of the deepest civil law provisions in Article 1320 of
the Civil Code regulate the conditions for the validity of a contract:

Regarding the provisions for legal defense for customers as home buyers,
the principles of the deepest civil law provisions in Article 1320 of the Civil Code
regulate the conditions for the validity of a contract.

1. People who, through agreement, bind themselves (toestemming van
verschillende dengenen);
2. Must be able to make accords (de bekwaamheid om een verbintesaan);
3. Regarding certain things (a stunning undergrad); and
4. With a valid reason (een geloofde oorzaak).

In accordance with Article 1234 of the KUH Per merit based

a. Say a few things
b. Take action.
c. Didn't do anything

Among the clauses related to performance that do not do something, this
indicates that if the builder does not carry out his obligations, for example (not
building a commercial apartment in the form of a residence), consumers have
The right of the consumer to make a claim for damages damaged goods for
damages consisting of costs, losses and interest. Consumers can demand coercive
money (dwangsom) by arguing that the developer has not fulfilled his
obligations.

There are three types of failure to fulfill this obligation, namely:

a. The debtor completely defaults on the commitment.
b. The debtor is late in fulfilling the obligation,
c. The debtor is mistaken or inappropriate in fulfilling the obligation.

So the form of legal as a consumer, he agreed to buy and sell flats for business
purposes, namely:

1. Fulfillment of rights in the agreement's constituent parts;
2. In the termination agreement, he is allowed to sue according to his rights;
3. It is his right to claim damages;
4. In the arrangement, the authority to carry out in demanding compensation;
5. The act of canceling or terminating an agreement results in compensation.
Meanwhile, the formation of the UUPK has the aim of protecting consumers who are legally weak, different from entrepreneurs. Because of this, the main objective of legal protection from the State will be very important which is needed by the people in accordance with existing legal regulations, this is also needed whether it is preventive or repressive in nature. With this legal protection, it will be very important to create human rights for everyone who can directly enjoy their rights as human beings fully from law enforcement.

In line with Article 4 According to Law 8 of 1999 for Consumer Protection (UUPK), Article 4, it is stated that the rights of consumers are:

a. The entitlement to ease, security, and safety when utilizing products and/or services;
b. The freedom to select products and/or services and to acquire them in compliance with promised guarantees, exchange rates, and other terms;
c. The right to accurate, lucid, and truthful information on the state and warranty of products and/or services;
d. The right to voice concerns and views about the products and/or services utilized;
e. The right to proper representation, defense, and attempts to settle conflicts pertaining to consumer protection;
f. The entitlement to consumer counseling and instruction;
g. The right to impartial, truthful treatment or service without discrimination;
h. The right to reimbursement, reimbursement, and/or replacement in the event that the products and/or services are not as expected or do not meet the terms of the agreement;
i. Rights governed by additional statutory requirements.

These rights can be there will be defense for consumers in the relationship of buying and selling flats in commercial form if the developer breaks the promise that has been stated in the agreement in the agreement between both parties. It is also stated that business actors have obligations, including:

a. Act with sincerity in carrying out business activities;
b. Providing correct, clear and honest information regarding the condition and guarantee of goods and/or services as well as providing explanations of use, repair and maintenance;
c. Treating or serving consumers correctly and honestly and not discriminatory;
d. Guarantee the quality of goods and/or services produced and/or traded based on the provisions of applicable quality standards for goods and/or services;
e. Providing opportunities for consumers to test, and/or try certain goods and/or services as well as providing guarantees and/or warranties for goods made and/or traded;
f. Providing compensation, compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/or services;
g. Providing compensation, compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement.
Civil law provisions regarding legal subject relations are agreed upon by an agreement between both parties, then the agreement will be binding on the maker by carrying out rights and obligations. If one person does not carry out according to the agreement, it results in a violation of the other person's rights, so those who are harmed must receive legal protection. The UUPK also regulates prohibitions on business actors (building parties/actors), namely in Article 9 which reads:

a. Businesspeople are not allowed to provide, producing, advertising goods and/or services incorrectly, and/or as if:

b. The existence of the goods meets and/or has a discount, special price, certain quality standards, certain style or fashion, certain characteristics, certain history or use;

c. For the goods to be in good condition and/or new;

d. For goods and/or services that have received and/or have sponsorship, approval, certain equipment, certain benefits, certain work characteristics or accessories;

e. For goods and/or services made by companies that have sponsorship, approval or affiliation;

f. For those goods and/or services available;

g. Then the goods do not contain hidden defects;

h. The condition of the item is the completeness of the particular item;

i. So the goods come from a certain area;

j. So directly or indirectly denigrates other goods and/or services;

k. To use excessive words, such as safe, not dangerous, does not contain risks or side effects, appears to be a complete statement;

l. Make an offer that has an ambiguous promise in it.

m. Condition: Goods and/or services as intended in paragraph (1) are prohibited from being traded.

n. Therefore, business actors who violate paragraph (1) are prohibited from continuing to offer, promote and advertise these goods and/or services.

**METHODOLOGY**

This research uses a normative approach by means of this study to find theories regarding the process of occurrence and regarding the legal work process of the study system for the legal protection of property buyers for consumers. Research is deductive founded on broad ideas or concepts that are used to compare or illustrate correlations with other sets of data, or to explain a particular collection of data. Logical in character, in accordance with the general concept of providing precise explanations regarding appropriate data to prove the existence of a legal relationship in line with the real conditions that exist with other sets of data. Data collection is something that is very closely related to the data source, because through this data collection the necessary data will be obtained for further analysis as expected.
In this research the author used the following data sources:
a. Primary data
   The respondents in this research are consumers as property buyers in general.
b. Secondary Data
   1. Materials used by Primary Law, namely binding legal materials. Primary legal materials are: Civil Code, UURS Law Number 20 of 2011 Flats, Secondary Legal Materials namely Books on Legal Research Methodology, Books on Contract Law, Books on Flats and Their Problems
   2. Tertiary legal resources, like encyclopedias and dictionaries, etc.

RESULTS

The existence of law is a means of regulating the rights and obligations of every person and legal entity in carrying out activities in accordance with applicable legal provisions. The law functions to protect human interests, for this reason the law must be implemented and implemented. Punishment for consumers is inappropriate. In the interests of consumers, it is better to provide adequate compensation, in the case of consumers it is possible to file a claim in an effort to compensate in accordance with the legal consequences in the agreement made. Especially for consumers who buy houses, whether it's flats, they will get legal protection regulated in the UURS, as well as the UURS PP, several of these provisions impose obligations on legal entities as sellers must comply technically, both administratively and civilly, with administrative, civil and criminal threats. This means that violations that occur in relation to the UURS do not use general UUPK provisions but use specific provisions, namely UURS, considering that the principle of generally applicable is a legal principle where specific legal provisions can override general legal rules. As according to the opinion of legal expert Bagir Manan in his book Positive Law, the basic issues that are of particular concern are the principles of lex specialis derogate, namely:
   1. With the exception of those expressly governed by special legal rules, the provisions contained in general legal rules continue to be in effect;
   2. The lex specialis's provisions must be equal to those of the lex generalis (law with law);
   3. The lex specialis's provisions must fall under the same legal framework as the lex generalis. Within the civil law framework are the Commercial Law Book and the Civil Code. The UURS indirectly regulates forms of consumers will receive legal protection in the process of buying and selling commercial flats before they are built. This is characterized by prohibitions on development parties/actors. Any form of prohibition will definitely give rise to the penalties imposed are in the form of administrative and criminal sanctions. The prohibition in question is contained The provisions of Article 97 UURS are "Every actor who carries out commercial actions flats the prohibition avoids the obligation to build public flats at least 20% of the total the commercial flats being built as intended in article 16 paragraph (2).” Paying attention to the description relating to legal protection for prospective buyers of commercial apartments which are bound by PPJB even though the level of construction of the apartment has not met the requirements of at least 20% (twenty percent), in the explanation of the provisions of Article 43
paragraph (2) letter d UURS has strictly prohibits development actors from marketing and selling commercial flats through PPJB, even though development of at least 20% (twenty percent) has not been met according to explained in Article 43 paragraph 2 letter d UURS is intended "development of at least 20% (two twenty percent)" is Provision of 20% for the number of apartment buildings being bought and sold. Apart from that, Article 98 UURS states that development actors are prohibited from entering into sale and purchase agreement through (PPJB):

a. Which does not match whatever is being sold; or
b. In the provisions of Article 43 paragraph 2, it is a basic prerequisite that must be fulfilled by the developer.

Legal relationships arise the existence of relations for all parties, whether at the individual level or in the form of a legal entity that exists and has the authority to carry out activities within the jurisdiction of the Republic of Indonesia alone or in conjunction with an agreement. In these activities, which are carried out through various economic fields in accordance with Article 3 UUPK related to consumer relations, where every person uses goods or services aimed at the community for the benefit of themselves, their family or other people or living creatures for trade. The statement not for trading as intended in Article 1 number 2 UUPK according to Gunawan Widjaja "what is stated in this definition is that consumers are It is indeed made in line with the definition of business actors provided by this law: Consumers in this case are users the existence of goods or services that have been produced by entrepreneurs. This relationship is without the intermediary of another party, which there is a direct relationship between the developer and the buyer. The occurrence of a legal relationship will give rise to legal consequences, in the sale and purchase of commercial apartments it is in general, the agreement is determined unilaterally by the business actor (standard standard agreement). In the agreement there are general or mass provisions that consumers only have two options for: agree or refuse. Therefore, this condition will be detrimental to consumers for buying and selling property there is input in the form of an option clause. The exoneration proposal is a proposal that contains conditions to limit and eliminate the responsibility of business actors. Article 18 paragraph 1 letter a of the UUPK regulates the prohibition on including standard clauses in every document in an agreement which essentially transfers responsibility to business actors.

In this discussion the author would like to provide a limited explanation of the scope of property in the study of buying and selling housing where buying and selling in transactions carried out by developers (developers) and buyers (buyers as consumers) at terms of the customs or legal regulations that apply in Indonesia and relevant theories. with these problems which often occur in real field practice, and want to know about consumer protection in relation to the Sales and Purchase Agreement (PPJB) for buyers (Buyers or consumers) who have purchased property in the form of a house. Property in the Civil Code, book II, it is intended as follows is immovable objects or land rights (Basic Agrarian Law) along with buildings on their bases." The property referred to in this discussion is the same as this definition, namely land and/or buildings that are
the object of housing development. The existence of law is a provision to regulate the rights and obligations of legal subjects for individuals or legal entities, so that they can exercise their rights if there is good service then justice can be realized. So the existence of law is able to protect human interests, for this reason the law must be implemented and implemented. Criminal penalties are not in line with what consumers expect. Consumers themselves receive the rights for the losses they experience suffer, in the case of consumers it is possible to file a claim for compensation based on a joint agreement.

1. In the provisions there are general regulations that still apply, except for those that have been specifically regulated in special legal regulations;
2. With the existence of the rules of the lex specialist, they must be parallel to the provisions of the lex generalis;
3. The Lex Specialist must be in a legal environment in the same regime as the provisions of the Lex Generalis.

In the commercial law book as well in terms of the provisions of the civil code, they are the same as within the scope of civil law. The UURS indirectly regulates forms of consumers who purchase flats that have not yet been built will receive legal protection in the implementation of their buying and selling. This is characterized by prohibitions on development parties/actors. Any form of prohibition will definitely give rise to sanctions, both in the form of administrative sanctions and penalties, criminal. The prohibition. The provisions of Article 97 UURS are "For business actors to build their business flats there is an obligation for developers to build flats with a minimum of 20% of the floor area the commercial flats being built as intended in article 16 paragraph (2)."

Paying attention to the description relating to legal protection for prospective buyers of commercial apartments which are bound by PPJB even though the level of construction of the apartment has not met the requirements of at least 20% (twenty percent), in the explanation in the provisions of Article 43 paragraph (2) letter d UURS has strictly prohibits development actors from marketing and selling commercial flats through PPJB, even though development of at least 20% (twenty percent) has not been met according to the explanation of Article 43 paragraph (2) letter d UURS that what is meant by "building interest is at least 20% of the volume of procurement for the construction of flats that must be built in real terms. Apart from that, Article 98 UURS states that development actors are prohibited from entering into the binding of the Sale and Purchase Agreement occurs):

a. Which does not match how is the marketing; or
b. There must be building certainty for developers if referring to Article 43 paragraph 2.

Legal relationships arise as a result of relationships with business actors, every person or business entity, whether in the form of a legal entity or not, is established in the jurisdiction of the Republic of Indonesia either alone or together with an agreement to carry out its business activities in various fields in accordance with the article; 1 point 3 UUPK relates to consumers, so everyone who uses goods or services for society, both for themselves, their families and other people, including living creatures, and not for trading. According to
Gunawan Widjaja, the statement of not for trading as intended in It is contained in Article 1 number 2 UUPK "what is stated in this definition for consumers is actually made in line with the definition of business actors given by this law".

In this instance, consumers are those who make use of the products and/or services that businesses provide. There is a direct link in this instance between the developer of the commercial apartment complex and the buyers because there is no middleman involved. This legal connection has legal ramifications; in the sale and purchase of commercial units, an agreement that has been decided upon by the business actor in a unilateral manner is typically the basis for these transactions (standard/standard agreement). Customers only have two options when it comes to the agreement's general (mass) provisions: accept or reject. The presence of an exclusion provision in the typical agreement for the purchase and sale of property raises concerns. A clause with restrictions attached is called an exoneration clause.

**DISCUSSION**

In the statutory regulations in law no. 20 of 2011 concerning Flats, it is known that the housing unit which is the owner is an individual. In the case of condominium units, there is a difference between the "owner of the condominium unit and the occupant" of the condominium unit in the sense that the scope of the definition of occupant is wider than that of the owner, because the occupant may also be and/or also be the owner, or may also as a tenant of the apartment unit, while the owner is not necessarily a resident of the apartment unit itself. In the sale and purchase agreement with PPJB generally states that there is a consumer (owner) from apartemen agrees that the Association of Flat Tenants will be formed by a management body (in this case the developer or another party appointed by the developer as manager), whether for the apartment unit, as well as for the overall needs of the joint property. In this case, it has begun to appear that there could be a potential for conflict where injustice and/or fraud could be committed by the developer or the condominium management body referred to as the operator against the owner of the condotel unit in question, because there has been a full transfer of power at the time of signing of the Sale and Purchase Agreement (PPJB) taking into account the rights and obligations of the residents' association and the management body, which means that the consumer has agreed to all the rights and obligations of the Residents' Association which can also be the developer and/or also act as the manager (designated operator). Apart from that, it is also worth asking whether the contract or agreement between the developer and the management body appointed as operator (if any) there is conformity with applicable laws and regulations, and transparency regarding the Articles of Association and/or Bylaws, nominal rental fees, service charges and so on which are formed by the Association of Flat Residents, taking into account the legal protection of the owner of the flat unit, who in this case is still the consumer.
Meanwhile, regarding the apartment units which are rented and operated by the management body to the residents (tenants/users), the management body determines the rental price that must be paid by the residents, to use all the equipment contained in each apartment unit they rent, including and it is not limited to all facilities that are jointly owned and shared responsibility. There are also sanctions that apply in the rules for occupying an apartment unit, which apply to all residents of the apartment. The relationship between residents or tenants (tenants/users) in the case of flats almost does not touch the owners of the flats themselves, because the flats in question are operated by the operator, where all problems related to management of the units The flat is determined and run by the operator independently, without interference from the owner of the flat. Regarding the regulation of legal protection for buyers in civil law, it is emphasized that Article 1320 of the Civil Code also includes the regulation of the terms of the agreement, consisting of only 4 conditions, namely:

1. There was approval of several people who made it (toestemming van dengenen die zich verbieden);
2. Skilled in making an agreement (de bekwaamheid om een verbintes aan te gaan)
3. With the existence of a certain thing (een bepaald onderwerp); and
4. There is a lawful cause (een geloofde oorzaak)

In Article 1234 of the Criminal Code regarding differences in achievement:

a. By giving something
b. By doing something

c. By doing nothing

Among the clauses related to performance that do not do something, this indicates that if the builder does not carry out his performance (building a commercial apartment in the form of a residence) then consumer's right to compensation regarding costs, losses and interest. Consumers can demand coercive money (dwangsom) by arguing that the developer has not fulfilled his obligations.

There are three types of failure to fulfill this obligation, namely:

a. For debtors, non-fulfillment of obligations
b. For debtors, because they are late in fulfilling their obligations
c. The debtor is mistaken or inappropriate in fulfilling the obligation.

For consumers regarding legal protection in selling condominiums with commercial targets in the form of any rights:

1. The right to demand fulfillment of the agreement;
2. The right to demand termination of the agreement;
3. The right to claim compensation;
4. Related rights demand fulfillment of the agreement with compensation;
5. Likewise, the right to demand termination or cancellation of the agreement with compensation.
Likewise, the right to demand termination or cancellation of the agreement with compensation. Meanwhile, the formation of the UUPK in an effort to provide legal protection to consumers who generally have a weak position compared to entrepreneurs. For this reason, the purpose of legal protection is protection provided by the State which is preventive in nature. Legal protection also provides rights to human rights that are harmed in accordance with applicable law.

According to Article 4 of Law Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as UUPK) Article 4 states that consumer rights are:

a. The right to comfort, security and safety in consuming goods and/or services;
b. The right to choose goods and/or services and obtain said goods and/or services in accordance with the exchange rate and conditions and guarantees promised;
c. The right to correct, clear and honest information regarding the condition and guarantee of goods and/or services;
d. The right to have opinions and complaints heard regarding the goods and/or services used;
e. The right to obtain appropriate advocacy, protection and efforts to resolve consumer protection disputes;
f. The right to receive consumer guidance and education;
g. The right to be treated or served correctly and honestly and not in a discriminatory manner;
h. The right to receive compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or are not as they should be;
i. Rights regulated in other statutory provisions.

These rights can be in the form of consumer protection for the sale and purchase of commercial flats, this is carried out by business actors in their achievements as stated in the agreement made by both parties. In the UUPK it is also stated that the obligations of these business actors are called actors/building parties, namely in article 7 UUPK reads:

a. Possess sincere intentions when conducting business
b. Giving accurate, lucid, and truthful information on the state and guarantee of the products and/or services and explaining how to utilize, repair, and maintain them;
c. Treating or serving consumers correctly and honestly and not discriminatory;
d. Ensure that the products and/or services produced and/or exchanged meet the requirements of the relevant quality standards for those products and/or services;
e. Providing opportunities for consumers to test, and/or try certain goods and/or services as well as providing guarantees and/or warranties for goods made and/or traded;
f. Providing compensation, compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/or services;
g. Providing compensation, compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement.
In civil law, there is a legal relationship between legal subjects with the existence of an agreement between certain parties and with that agreement, the parties will be bound by an agreement to carry out their rights and obligations. If one person does not carry out their obligations, it will be said to be a violation of the rights of the other party and this will be detrimental, thus requiring legal protection to be implemented. The UUPK also regulates prohibitions on business actors (building parties/actors), namely in Article 9 which reads:

In Article 9, business actors are prohibited from offering, promoting, advertising goods/or services incorrectly, and/or as if:

a. The goods have met and/or have discounts, special prices, certain quality standards, certain styles or modes, certain characteristics, certain history or use;
b. The goods are in good condition and/or new;
c. The goods and/or services have obtained and/or have sponsorship, approval, certain equipment, certain benefits, work characteristics or certain accessories;
d. The goods and/or services are made by a company that has sponsorship, approval or affiliation;
e. The goods and/or services are available;
f. The goods do not contain hidden defects;
g. The goods are a complete set of certain goods;
h. The goods come from a certain area;
i. Directly or indirectly denigrate other goods and/or services;
j. Using excessive words, such as safe, not dangerous, does not contain risks or side effects without complete information;
k. Offering something that contains uncertain promises.

Then in Article 10 it is determined that business actors who offer goods and/or services for trade are prohibited from offering, promoting, advertising or making false or misleading statements about;

1. Price or tariff of a good and/or service;
2. The usefulness of a good and/or service;
3. Conditions, liabilities, guarantees, rights of loss for goods and/or services;
4. Discounts or attractive prizes offered;
5. Dangers of using goods and/or services.

Article 11 regulates sales carried out through sales/auction. Meanwhile, Article 12 stipulates that business actors are prohibited from offering, promoting or advertising goods and/or services at a special price or rate within a certain time and quantity, if the business actor does not intend to carry it out according to the time and quantity offered, promoted or advertised. Here it is emphasized that business actors have good intentions in running their business.

Article 18 also regulates the same thing, namely that business actors are prohibited from offering, promoting or advertising goods and/or services by giving gifts in the form of other goods and/or services for free with the intention of not giving them or not giving them as promised. Meanwhile, with regard to raffles, the prohibition is regulated in Article 14. Article 15 stipulates that business actors in offering goods and/or services are prohibited from doing so using coercion or other means that can cause physical or psychological harm to consumers. The final article relating to prohibited acts in marketing activities is...
Article 16 which regulates offers by order. Meanwhile, Article 17 UUPK contains rules for advertising companies.

**Rights, Obligations and Responsibilities of Developers (Business Actors)**

To create comfort in doing business and to create a balanced relationship pattern between developers (business actors) and consumers, it is necessary to have rights and obligations for each party. This is further regulated in Law Number 8 of 1999 concerning Consumer Protection. According to Article 6 of Law Number 8 of 1999 concerning Consumer Protection, it includes:

- a. The right to receive payment in accordance with the agreement regarding the conditions and exchange value of goods and/or services traded;
- b. The right to obtain legal protection from consumer actions with bad intentions;
- c. The right to self-defense is appropriate in the legal resolution of consumer disputes;
- d. The right to rehabilitate a good name if it is legally proven that consumer losses are not caused by the goods and/or services being traded.

Meanwhile, Article 7 of Law Number 8 of 1999 concerning Consumer Protection regulates the Obligations of Developers (Business Actors) which include:

- a. Have good faith in carrying out business activities;
- b. Providing correct, clear and honest information regarding the condition and guarantee of goods and/or services as well as providing explanations of use, repair and maintenance;
- c. Treat or serve consumers correctly and honestly and not be discriminatory;
- d. Guarantee the quality of goods and/or services produced and/or traded based on the provisions of applicable quality standards for goods and/or services;
- e. allowing customers to test and/or attempt certain products and/or services and provide assurances and/or warranties for products manufactured and/or exchanged;
- f. Providing compensation, compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/or services;
- g. Providing compensation and/or services received or utilized is not in accordance with the agreement.

In addition to the rights and obligations that developers (business actors) need to pay attention to, there are responsibilities (Product Liability) that must be borne by developers (business actors) as part of the obligations that bind their business activities. So it is hoped that there will be obligations from developers (business actors), business) to always be careful in producing the goods and/or services they produce. Responsibility (Product Liability) can be defined as a legal responsibility of the person/entity that produces a product (producer, manufacturer), of the person/entity that is engaged in a process to produce a product (processor, assembler) or distribute it (seller), distributor of the product.

Talking about responsibility, it cannot be separated from the principles of responsibility, because the principle of responsibility is a very important matter in consumer protection. In general, the principles of responsibility in law can be distinguished, namely:
a. The principle of responsibility based on fault (liability based of liability), namely the principle that legally states that a person can be held legally responsible if there is an element of error that he has committed;
b. The principle of presumption of always being responsible, namely the principle which states that the defendant is always considered responsible until he can prove that he is not guilty, so the burden of proof is on the defendant;
c. The principle of presumption of not always being responsible (Presump of nonliability), namely this principle is the opposite of the principle of presumption of always being responsible, where the defendant is always considered not responsible until it is proven that he is guilty;
d. The principle of absolute responsibility (Stricty liability), in this principle, error is not a determining factor, but there are exceptions that make it possible to be freed from responsibility, for example force majeure circumstances;
e. The principle of responsibility with limitations (Limitation of liability), with this principle of responsibility, business actors must not unilaterally determine clauses that are detrimental to consumers, including limiting the maximum liability. If there are restrictions, they must be based on applicable legislation.

The responsibility of business actors for consumer losses in Law Number 8 of 1999 concerning Consumer Protection, is specifically regulated in CHAPTER VI starting from Article 19 to Article 28, paying attention to the substance of Article 19 paragraph (1) Number 8 of 1999 concerning Consumer Protection, can It is known that the responsibilities of business actors include:
a. Responsibility for compensation for damage;
b. Responsibility for compensation for pollution;
c. Responsibility for compensation for consumer losses.

Based on this, the existence of defective goods and/or services is not the only basis for the responsibility of business actors. This means that the responsibility of business actors covers all losses experienced by consumers. Applying the concept of product liability is not easy, in the conventional liability system, product liability is based on default and unlawful acts. Based on Article 1365 of the Civil Code, consumers who suffer losses due to defective goods and/or services can sue. the producer (business actor) directly. The claim is based on the condition that an unlawful act has occurred, or in other words, the consumer must first prove the mistake committed by the business actor. Such proof steps are difficult to carry out because consumers are in a very weak condition compared to the position of business actors. Apart from the difficulty of proof, consumers will also find it difficult to obtain the right to redress (compensation) for violations committed by business actors. Therefore, it is necessary to apply the concept strict liability (absolute responsibility), namely that the producer must also be immediately responsible for losses suffered by consumers without questioning the fault of the producer. 6 If you look closely, the Consumer Protection Law actually adopts the concept of strict liability. In Article 19 paragraph (1) of the Consumer Protection Law, it is stated that: "Business actors are responsible for providing compensation for damage, pollution or loss suffered by consumers as a result of consuming goods/services produced or traded." Article 28 of the Consumer Protection Law states: "Proof of
"Whether or not there are elements in the claim for compensation as intended in Article 19, Article 22 and Article 23, is the burden and responsibility of the business actor."

CONCLUSIONS
Legal protection that can be provided for consumers involved in a Sales and Purchase Agreement (PPJB), includes the following:

a. Any customer who experiences damages has the right to file a lawsuit against business actors via the customer Dispute Resolution Agency (BPSK), the organization that handles consumer-business dispute resolution.

b. A lawsuit may be brought in court if attempts to resolve the issue through the Consumer Dispute Resolution Agency (BPSK) are deemed ineffective. By citing the requirements that are applicable in the general court environment, the lawsuit does not abolish criminal liability as it is governed by the Law on the general justice environment.

RECOMMENDATIONS
a. Until now, the position of consumers in binding accords for the sale and purchase of apartments is very weak, even though there is a Consumer Protection Law, therefore efforts are needed from the government to create a new regulation that specifically provides legal protection to consumers that regulates the standard content of the agreement. Introduction, whether PPJB or other order accords between developers and consumers, the rights and obligations of developers as development companies in housing development, as well as sanctions for developers if there is a violation of the law.

b. There are legal measures that consumers can take to demand their rights which consumers have not yet fully understood, therefore there needs to be efforts from the government and consumer institutions to provide awareness to consumers so that they are more careful in entering into legal relations with developers, especially in binding accords. sale and purchase (PPJB) of flats in accordance with the precautionary principle in the UUPK.

FURTHER STUDY
This research still has limitations, so it is necessary to carry out further research related to the topic of Legal Protection for Consumers in Property Sale and Purchase Agreements in order to improve this research and add insight to readers.
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