

Legal Protection For House Buyers Subsidies Against Development Who Is Declared In Bankruptcy

Nurchahya Sukma Kusuma Dewi^{*)} and Bambang Tri Bawono^{)}**

^{*)} Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, E-mail: sukmaimutz122@gmail.com

^{**)} Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, E-mail: bambang@unissula.ac.id

Abstract. *This study aims to identify and analyze the legal protections for buyers of subsidized houses against tenants who are declared bankrupt, identify and analyze the weaknesses of legal protection for binding subsidized houses and their solutions, and identify and analyze examples of binding deed of selling and buying subsidized houses. The approach method in this research is a normative juridical approach, the research specification is descriptive analytical. The data required includes primary data taken by the literature study method. The data analysis method used descriptive qualitative analysis method. Based on the research concluded that the weakness of the legal protection for binding subsidized housing is that there is no standard implementation arrangement regarding legal protection that will be given to consumers who always place the consumer as a weak party because they have submitted a certain amount of money as a down payment and some have started the mortgage payment process without receiving the subsidized housing unit. While the usual solution is for consumers to add some money for the completion of public facilities, such as roads, independently which has not been completed by the developer or receive some money as a substitute for the down payment that has been submitted without receiving the promised unit.*

Keywords: Bankrupt; Developer; Housing; Legal; Protection; Subsidized.

1. Introduction

Indonesia as a state of law, has independent characteristics, which means that independence can be seen from the application of the concept of independence, which means that independence can be seen from the application of the concept

or pattern of the rule of law that it adheres to. The concept adopted by our country is adapted to the conditions that exist in Indonesia, namely Pancasila. The Unitary State of the Republic of Indonesia as a legal state based on Pancasila, must have certain goals and objectives, namely aiming to realize the life order of our country, a country that is safe, peaceful, safe and prosperous, and orderly where the legal position of every citizen is guaranteed so that harmony, balance and stability can be achieved. harmony between individual interests and group (society) interests.

The principle of a state of law in question is a state whose power is limited by law and the constitution. A state that has judicial power as an independent power, respects human rights and the principle of two process of law. Judicial power is an independent power to administer justice in order to uphold law and justice. The principle of the rule of law is reinforced by the principle of respect for and guarantees for human rights.¹ Every aspect of government action, both in the field of regulation and service, must be strictly based on statutory regulations.

A house for humans is one of the primary or basic needs besides food and clothing because having a home can provide a sense of security and provide protection from the surrounding environment. Apart from ensuring that its occupants remain healthy and productive, a good home contributes to the sustainability of a household and the economic and social development of a country. Along with population growth which is increasing from year to year, the need for housing will also increase every year.

The construction of housing and settlements is an effort to fulfill one of the basic human needs, as well as to improve the quality of the living environment, give direction to regional growth, expand employment opportunities and stimulate economic activity. on economic democracy with the principles of togetherness, efficiency with justice, sustainability, environmental insight, independence, and by maintaining a balance of progress and national economic unity, in the context of increasing and equitable distribution of people's welfare or social welfare.

Social Welfare in Act No. 11 of 2009 is a condition of meeting the material, spiritual and social needs of citizens so that they can live properly and be able to develop themselves, so that they can carry out their social functions. The current increase in economic activity has an impact on the increasing needs of the community in various aspects of life, one of which is the need for housing or houses. This is also marked by the development of companies engaged in the provision of housing or better known as property development companies.

¹ Johan, Teuku Saiful Bahri, (2012) *Hukum Tata Negara Dan Hukum Administrasi Negara Dalam Tataran Reformasi Ketatanegaraan Indonesia*, First Edition, Yogyakarta: CV Budi Utama.

Fulfillment of housing needs is increasingly difficult to fulfill, along with rapid population growth resulting in higher land prices.

Increasing population growth and development has a very large influence on housing development. Subsidized housing is housing that is intended for low-income people, subsidized housing is limited by the government, not only that buyers are limited by looking at consumer income. Therefore, the housing problem must receive serious attention from the government, the private sector (developers), and the community itself, given that housing is one of the basic needs to support human life. Entrepreneurs provide residences of various sizes and types in order to meet the wishes and needs of each individual.

The basis for implementing the simple housing construction subsidy policy is in the form of Ministerial Regulation no. 27 of 2012 concerning Procurement and Settlement with the support of housing facilities through subsidized mortgages. People's Housing is present at any time in line with the change of officials of the Ministry of Housing or property. The sale of subsidized housing is supported by government regulations through the minister of finance with a Housing Financing (FLPP) liquidity facility scheme that supports Down Payment and the application of lower housing loans (KPR) when compared to middle to upper housing or other commercial loans. Property is property in the form of land and buildings as well as facilities and infrastructure which are an inseparable part of the land or building. The property in question is a residential or residential house.

The current property marketing and sales model can carry out marketing and sales even before the property is completed or still in the planning stage. Such a sales mechanism is carried out by the buyer placing an order for the property to be purchased where the process is usually stated in a preliminary or sale and purchase agreement or better known as the Sale and Purchase Binding Agreement (PPJB). This study aims to identify and analyze the legal protections for buyers of subsidized houses against tenants who are declared bankrupt, identify and analyze the weaknesses of legal protection for binding subsidized houses and their solutions, and identify and analyze examples of binding deed of selling and buying subsidized houses.

2. Research Methods

The approach method that will be used in this research is the normative juridical approach. This research specification descriptive analysis. The data collection method is by using literature study. The data analysis used in this research is qualitative data analysis.

3. Results and Discussion

3.1 Legal Protection for Subsidized Home Buyers against Developers Who Are Declared Bankrupt

The basic need, namely housing, is something that is very important in the midst of an increasingly high population growth. The existence of subsidized housing development for low-income communities is one of the government policies aimed at meeting these basic needs. This shows that the construction of subsidized housing is something that needs serious attention from the government, the private sector (developers), and the community itself, given that housing is one of the basic needs to support human life. The basis for implementing the simple housing construction subsidy policy is in the form of Ministerial Regulation no. 27 of 2012 concerning Procurement and Settlement with the support of housing facilities through subsidized mortgages. The construction of the subsidized house is carried out by the developer who is a third party (private) contractor who is given a contract under construction. Buyers usually place an order for the property to be purchased, then the government through the minister of finance with a Housing Financing (FLPP) liquidity facility scheme will subsidize Down Payment and then be given Home Ownership Credit (KPR) approval to build or sell units that are ready. In placing an order for the subsidized house, there is a preliminary agreement or sale and purchase agreement or better known as the Sale and Purchase Binding Agreement (PPJB). The Sale and Purchase Binding Agreement (PPJB) which is intended as a preliminary agreement, is basically not regulated in the Civil Code. However, the legality of PPJB is in accordance with the provisions of Act No. 1 of 2011 concerning Housing and Settlements. Article 42 paragraph (1) of the law states that "residential houses, row houses, and/or flats that are still in the stage of development process can be marketed through a system of preliminary sale and purchase agreements in accordance with the provisions of the legislation".

The problems that arise are in the conditions of the Covid-19 pandemic, it is found that there are developers who are bankrupt, or have problems in the PPJB process that they do with buyers. This condition puts the buyer in a weak position and is disadvantaged because of the down payment that has been paid, the mortgage process that has been running or the installment that have started running and there are also developers who have not fulfilled their promise, namely the construction of facilities that should be carried out by the developer. This makes the need for legal protection for buyers for problems that occur as a result of default by the developer or that is done either intentionally or unintentionally by the developer.

The current regulations are still more profitable for developers than property consumers. For example, when a developer is late in carrying out construction,

handing over keys, or building specifications do not match, consumers seem powerless in taking legal action. The problem with this developer is also one of the reasons consumers choose to drag the developers who are in default to the Commercial Court through the case of Postponement of Debt Payment Obligations (PKPU), some of which even go directly to bankruptcy applications.

A contract is a legal institution that forms the basis of most business relationships, including trade. Every sale of property, services, and employment relationships involve a contract agency. Many business interactions between business people are carried out through contract institutions.²Regarding the mechanism for making a company's sale and purchase agreement, there are two ways, namely verbally or in writing. However, considering that current trading activities are quite complex and to anticipate the possibility of problems arising or occurring in the future, generally a company/commercial sale and purchase agreement is made in written form which is usually called a sales contract.³

An engagement is a legal relationship between two people or two parties, based on which one party has the right to demand something from the other party, and the other party is obliged to fulfill that claim. The party who has the right to demand something is called the creditor or the debtor, while the party who is obliged to fulfill the claim is called the "debtor or the debtor".⁴In the Bankruptcy Law, Article 1 number (1) states that bankruptcy is a general confiscation of all assets of the Bankrupt Debtor, the management of which is carried out by the Curator under the supervision of the Supervisory Judge as regulated in this Law. The debtor (in this case the developer) is unable to make payments on the debts of his creditors (buyers of apartment units).

Article 1 number (7) UUK No. 37 of 2004 explicitly stipulates that: "The Court is a Commercial Court within the general court environment." If it is considered Article 3, it is known that the application for a declaration of bankruptcy must be submitted to the Commercial Court whose jurisdiction covers the area where the debtor's legal domicile is. The conditions are as follows;

1. Decisions on applications for declaration of bankruptcy and other matters related to and or regulated in this Law, shall be decided by a court whose jurisdiction covers the area where the debtor's legal domicile is.
2. In the event that the debtor has left the territory of the Republic of Indonesia, the Court which has the authority to determine the Decision

²Sardjono, Agus, (2014). *Pengantar Hukum Dagang*. Jakarta: Rajawali Pers. p. 5

³Utami, Wahyu & Adipradana, Yogabakti. (2017), *Pengantar Hukum Bisnis (Dalam Perspektif Teori dan Praktiknya di Indonesia)*. Jakarta: Jala Permata Aksara. p. 91

⁴Siahaan, Rudy Hapusan. (2017), *Hukum Perikatan Indonesia (Teori dan Perkembangannya)*. Malang: Inteligencia Media. p.10

on the Application for a Declaration of Bankruptcy is the Court whose jurisdiction covers the final legal domicile of the debtor.

3. In the event that the debtor is a member of a firm, the Court whose jurisdiction covers the domicile of the firm is also authorized to decide.
4. In the event that the debtor is not domiciled in the territory of the Republic of Indonesia but carries out his profession or business within the territory of the Republic of Indonesia, the Court has the authority to decide is the Court whose jurisdiction includes the domicile or head office of the debtor running his profession or business in the territory of the Republic of Indonesia.
5. In the event that the debtor is a legal entity, its legal position is as referred to in its Articles of Association.

During the process of examination by the court of the application for a declaration of bankruptcy, there is practically no legal protection for creditors against the possibility of the debtor transferring his assets. For the purposes of this protection, Article 10 paragraph (1) of the UUK provides provisions that allow creditors or the attorney general's office to file an application to the court to:

1. Placing a security confiscation on part or all of the debtor's assets, or
2. Appoint a temporary curator to supervise;
 - a. Debtor's business management, and
 - b. Payments to creditors, transfers, or collateral for debtors' assets in bankruptcy are the authority of the curator.

Article 10 paragraph (2) of the UUK states that the application as referred to in paragraph (1) can only be granted if it is necessary to protect the interests of creditors. The requirements for the bankruptcy petition as stipulated in Article 2 paragraph (1) of the UUK can be explained as follows:

1. Conditions for the existence of two or more creditors (*Concursus Creditorum*)

In general, there are 3 (three) types of creditors known in the Civil Code, namely as follows;

- a. Concurrent Creditors

These concurrent creditors are regulated in Article 1132 of the Civil Code. Concurrent creditors are creditors in terms of *pari passu* and *pro rata*, meaning that the creditors collectively obtain repayment (without any precedence) which is calculated based on the amount of their respective receivables compared to their overall receivables, to the entire assets of the debtor. . Thus,

concurrent creditors have the same position in paying off debts from the debtor's assets without any precedence.

b. Preferred Creditors

Preferred creditors are creditors who by law, solely because of the nature of the receivables, get paid off first. Preferred creditors are creditors who have special rights, namely a right that is given by law to a debtor so that the level is higher than other debtors, solely based on the nature of the receivables.

c. Separatist Creditors

Separatist creditors are creditors who hold property guarantee rights in rem, which in the Civil Code are referred to as pawns and mortgages.

3. Conditions Must Have Debt

Act No. 4 of 1998 does not provide a definition at all regarding debt. Therefore, it has given rise to various interpretations and the judges also interpreted debt in different terms.

Debt is an agreement in which achievements or obligations in the field of assets must be fulfilled, so that the creditor is entitled to get fulfillment from the debtor's assets. Basically the UUK does not only limit debt as a form of debt originating from money-lending agreements but from other forms as well. The requirement that the debt must have matured and be collectible indicates that the creditor already has the right to sue the debtor in fulfilling his performance. Thus, the debtor has an obligation to pay off the debt, the creditor does not have the right to demand the fulfillment of the debt and the creditor is not entitled to advance the bankruptcy petition for debts born from gambling.

In accordance with the provisions of Article 2 of the UUK, the parties who can file for bankruptcy are as follows:

- a. own debtor
- b. One or more creditors
- c. attorney
- d. Bank Indonesia
- e. Capital market supervisory agency or Bapepam
- f. Minister of Finance

However, in the PPJB agreement made by the consumer and the company regarding the real estate agreement if it goes bankrupt, it does not have legal protection, because the UUK does not regulate the problem of losses from the consumer. So that consumers can file a lawsuit to sue the company in order to restore the losses suffered by consumers. Then, we need to know together that the Civil Code, PPJB and UUK are not regulated regarding the rights received by consumers in terms of losses. Therefore, these consumers are called concurrent

consumers whose position as a concurrent creditor is very detrimental to consumers, because they will be placed as the last order recipient of repayment of their receivables after the preferred creditor. Therefore, the form of the agreement is contained in Article 7 of the Consumer Protection Law regarding the obligations of business actors, which states that one of them is: having good intentions in carrying out business activities, providing correct, clear and honest information regarding the conditions and guarantees of goods or services as well as providing explanations for use, repair and maintenance, treating or serving consumers in a true and honest manner and not discriminatory, guarantee the quality of goods or services produced or traded based on the provisions of the applicable quality standards of goods or services. Then in the agreement the consumer has the right to receive from the business actor, namely: to provide compensation, compensation or compensation for losses due to the use, use and benefits of traded goods or services.

The Petitioner can also prove the existence of a debt with simple evidence, in which the debt arises because the Respondent is unable to fulfill its obligations in accordance with the agreement and PPJB, namely to deliver the apartment units that have been purchased by the Buyers. Thus, in accordance with the provisions of Article 8 Paragraph (4), the PKPU application must be granted.

Legal protection is one of the most important elements in the element of a rule of law. This is considered important because in the formation of a country, legal norms will also be formed through laws and regulations that regulate every citizen. Within the country, there will be mutual relations between its own citizens. In this case, it will give birth to a right and obligation to each other. Legal protection will be the right of every citizen. On the other hand, it can also be felt that legal protection is an obligation for the state itself, therefore the state is obliged to provide legal protection to its citizens. The subject of protection in UUPK is the consumer. The object of protection is consumer rights. If consumer rights are violated, then the consumer is entitled to protection.

Consumers really need to get protection from the developer / developer, from the government and from the state. It is the same as what the notary said from the interview, first of all according to him, we must look at the agreement in the PPJB, because in jurisprudence it has regulated buyers with good intentions, if the buyer has good intentions then jurisprudence protects the interests of the buyer. Jurisprudence is made in SEMA Number 7 of 2012 section IX which reads "Protection must be given to buyers who have good intentions even though they are later found to be unauthorized persons", According to the author, PPJB has contained an agreed agreement and the developer/developer did violate the agreement, then the consumer will be given protection as stated in SEMA. Protective measures are, it is better for consumers who have purchased in cash

or on credit to make group representatives⁵ to sue the seller (developer) to the general court so that consumers can find out the status of ownership of land and building rights that they have agreed upon. Notaries try to provide certainty that consumers' rights will be obtained, by sticking to the previous agreements, from BPKN, understanding the condition of consumers who have been waiting for a long time but still being explained to be patient, because the process that is being carried out is quite difficult but surely consumers will be helped to solve the problem.

BPKN itself wants consumer protection to be carried out optimally because it has limited resources, consumers are limited in brains, limited funds, limited time and others, unlike business actors, there are always efforts. In all countries, consumers are powerless, so the state must help and realize their rights. In essence, consumers are always victims and consumers are too trusting of business actors, consumers with good intentions must be protected because in this case consumers are always in a weak position, helpless, and always harmed by business actors.

The legal protection that the UUPK and the Civil Code can provide to buyers of subsidized houses whose transactions are still in the PPJB stage is even though the position of PPJB in agrarian law is still weak because the PPJB is not appropriate in providing guarantees for the transfer of property rights even though they have provided an advance. This can imply that in fact, the buyer is still not the owner of the subsidized housing unit. However, in terms of an engagement, PPJB which is carried out correctly is still an engagement or consensus between two parties that binds both parties like a law, so that when there is a default from one party due to any conditions, the implementation of the settlement can be forced in accordance with agreement in the binding. In other words, PPJB that is carried out correctly, such as stamped receipts, agreements involving two parties by being signed on stamp duty, will have a coercive value. PPJB may not have a basis to prove that the subsidized house belongs to the buyer, but PPJB can force the developer to give ownership rights to the subsidized house, namely by delivery or levering in accordance with article 1459 of the Civil Code. When the developer experiences bankruptcy, the handling will be submitted to the curator. The curator will collect debtors' debts including subsidized housing units which are the rights of the buyer and then make payments to the developer's debt to the preferred creditor. After paying the developer's debt to the preferred creditor.

⁵ Deen, Thaufiq., Ong Argo Victoria & Sumain. (2018). *Public Notary Services In Malaysia*. *JURNAL AKTA*: Vol. 5, No. 4, 1017-1026. Retrieved from <http://jurnal.unissula.ac.id/index.php/akta/article/view/4135>, see to Ong Argo Victoria, Ade Riusma Ariyana, Devina Arifani. (2020). *Code of Ethics and Position of Notary in Indonesia*. *Sultan Agung Notary Law Review* 2 (4), 397-407, <http://lppm-unissula.com/jurnal.unissula.ac.id/index.php/SANLaR/article/view/13536>

3.2 Legal Protection for Subsidized Home Buyers against Developers Who Are Declared Bankrupt

Although consumer rights have been clearly regulated in the UUPK and of course consumers and business actors will rely on the transaction based on the sale and purchase agreement that occurs between the consumer/buyer and business actor (developer/developer of subsidized housing) and one of the elements contained in the agreement is the existence of good intention.

Article 1338 paragraph (3) of the Civil Code states that "an agreement must be carried out with good intentions".⁷ In addition, Article 7 letter A of the UUPK regulates the obligations of business actors where business actors must have good intentions in carrying out their business activities. However, in practice, consumers are still the losers. In general, consumers in making housing purchases pay less attention to legal and administrative requirements in housing construction. Consumers are interested in information from marketing that emphasizes things related to facilities, strategic location, very promising investment because it is predicted that prices at that location will continue to increase and will not lose and even be tempted by claims that with 3 (three) years of capital already got return. Furthermore, consumers who have made payments but construction stops, housing construction is not carried out until the deadline for unit submission and there is no construction at all. Another thing that needs to be highlighted is the main activity of the developer (core business) which is carrying out housing development, not managing the collection of public funds as is done by banks. The funds that have been paid by consumers to developers/developers are large funds minus the guarantee institution which causes consumers to be without security guarantees for the construction of houses.

In the Sale and Purchase Binding Agreement (PPJB) there is an agreement in Article 2 that the developer/developer guarantees to the consumer that a piece of land along with the building and everything on it is not subject to confiscation, belongs to the developer/developer and can only be sold/transferred by the developer/developer and has not been sold to other parties and consumers, both now and in the future, will not receive claims from other parties who have prior rights or are also entitled to part of the plot of land including buildings and everything on the land, are not used as collateral for a debt, if the above provisions are not fulfilled by the developer/developer, the contract for buying and selling will automatically be null and void and in this case both parties as long as it is necessary to release the provisions referred to in articles 1266 and 1267 of the Civil Code, while in this case the developer/ the developer is required to pay back the amount of money that has been received from the consumer and

compensate the loss that may be suffered by the consumer due to the cancellation.

From the Sale1 Purchase Agreement that has been agreed by the consumer with the developer/developer before a Notary, it means that the developer/developer must comply with the agreed agreement, but what happens is that the developer/developer has bad intentions and has violated the agreement in accordance with the elements of default. Consumers have carried out their obligations according to Article 5 letters b and c of the UUPK, namely they are obliged to have good faith in carrying out transactions for purchasing goods and services and paying according to the agreed price.

Consumers who have exercised the rights of business actors according to Article 6 letter a of the UUPK are eligibility to receive payments in accordance with an agreement regarding the conditions and prices of traded goods and services. Meanwhile, business actors do not carry out their obligations as stated in Article 7 letters a and b of the UUPK, namely they must have good intentions in carrying out their business activities and provide correct, clear and honest information regarding the conditions and guarantees of goods and services, provide explanations for use, repair and maintenance. Business actors do not have good intentions in carrying out their business activities because the certificate of ownership should be handed over to the consumer when the payment has been made. With these actions, business actors are dishonest and evil in carrying out their business.

There are 2 (two) important principles in the UUPK, namely product responsibility and professional responsibility. Product liability refers to the producer's responsibility, which means the producers' responsibility for the products they bring into sale, which cause or cause losses due to defects inherent in the product. Liability can be contractual (agreement) or statutory. Product liability for breach of warranty, negligence, default and absolute liability.

In UUPK, Article 19 paragraph (1), there are rules for the responsibility of business actors, namely, to provide compensation/guarantees for damage, pollution and/or consumer losses due to consuming goods and/or services produced or traded. It is also explained in the UUPK that the provision of compensation/guarantees does not eliminate the possibility of criminal prosecution⁶ based on evidence of an element of error. Based on the results of

⁶ Chuasanga A., Ong Argo Victoria. (2019). *Legal Principles Under Criminal Law in Indonesia and Thailand*, Jurnal Daulat Hukum, Vol 2, No 1 (2019) <http://jurnal.unissula.ac.id/index.php/RH/article/view/4218> , see to Yaya Kareng, Ong Argo Victoria, R. Juli Moertiyono. (2019). How Notary's Service in Thailand. Sultan Agung Notary Law Review, 1 (1), 46-56, <http://jurnal.unissula.ac.id/index.php/SANLaR/article/view/4435>

this study, it is necessary to have legal certainty to determine that the regulations regarding the responsibilities of business actors have been carried out properly or not, there is a need for improvements or changes to these regulations so that they can be carried out properly. Legal certainty is a guarantee that the law can be implemented properly. Of course, legal certainty has become an inseparable part. This is preferred for written legal norms. Because certainty itself is essentially the main goal of law. This legal certainty becomes the rule of society is closely related to the certainty itself because the essence of the rule will cause a person to live with certainty in carrying out the activities needed in carrying out the activities of community life itself. In this case, the weakness of the legal protection for binding subsidized housing is that there is no standard implementation arrangement regarding legal protection that will be given to consumers, while the usual solution is for consumers to add some money for the completion of public facilities such as roads.

4. Conclusion

Based on the results of the research that has been done, it can be concluded that the legal protection for buyers of subsidized houses against developers who are declared bankrupt that can be provided by UUPK and the Civil Code to buyers of subsidized houses whose transactions are still in the PPJB stage is even though the position of PPJB in agrarian law is still weak because the PPJB is not appropriate in providing guarantees for the transfer of ownership rights even though they have given an advance payment. This can imply that in fact, the buyer is still not the owner of the subsidized housing unit. However, in terms of engagement, PPJB which is carried out correctly, is still an engagement or consensus between two parties that binds both parties like a law, so that when there is a default from one party due to any conditions, then the implementation of the settlement can be forced in accordance with the agreement in the binding. In other words, PPJB which is carried out correctly, such as a stamped receipt, an agreement involving two parties signed on stamp duty, will have a coercive value. The weakness of the legal protection for binding subsidized housing is that there is no standard implementation arrangement regarding legal protection that will be given to consumers who always place the consumer as a weak party because they have submitted a certain amount of money as a down payment and some have started the mortgage payment process without receiving the subsidized housing unit. While the usual solution is for consumers to add some money for the completion of public facilities such as roads. Consumers need to be more careful in buying houses, have to check the history of the construction company or the seller of the house, must understand very well about the housing sale and purchase contract, procedures for buying houses, procedures for making home ownership loans. Don't trust the seller or the bank too much, because cases like this often happen, and that's why there are often cases of

developers with bad intentions. Consumers must also know their rights as buyers, because if they do not know, consumers will be harmed continuously. The Housing Law must also be revised because special regulations regarding developers have not yet been regulated. So much needs to be improved again. In the sale and purchase agreement the importance of standard clauses, but standard clauses are only given to consumers, so consumers are highly emphasized, there should be a clause for business actors so that business actors must also be pressured so they don't break their promises. From this, the need for justice for consumers and business actors alike must keep promises made by business actors and consumers.

5. References

Journals:

- [1] Chuasanga A., Ong Argo Victoria. (2019). *Legal Principles Under Criminal Law in Indonesia and Thailand*, Jurnal Daulat Hukum, Vol 2, No 1 (2019) <http://jurnal.unissula.ac.id/index.php/RH/article/view/4218>
- [2] Deen, Thaufiq., Ong Argo Victoria & Sumain. (2018). *Public Notary Services In Malaysia*. JURNAL AKTA: Vol. 5, No. 4, 1017-1026. Retrieved from <http://jurnal.unissula.ac.id/index.php/akta/article/view/4135>
- [3] Ong Argo Victoria, Ade Riusma Ariyana, Devina Arifani. (2020). *Code of Ethics and Position of Notary in Indonesia*. Sultan Agung Notary Law Review 2 (4), 397-407, <http://lppm-unissula.com/jurnal.unissula.ac.id/index.php/SANLaR/article/view/13536>
- [4] Yaya Kareng, Ong Argo Victoria, R. Juli Moertiyono. (2019). How Notary's Service in Thailand. Sultan Agung Notary Law Review, 1 (1), 46-56, <http://jurnal.unissula.ac.id/index.php/SANLaR/article/view/4435>

Books:

- [1] Johan, Teuku Saiful Bahri, (2012) *Hukum Tata Negara Dan Hukum Administrasi Negara Dalam Tataran Reformasi Ketatanegaraan Indonesia*, First Edition, Yogyakarta: CV Budi Utama.
- [2] Sardjono, Agus, (2014). *Pengantar Hukum Dagang*. Jakarta: Rajawali Pers.
- [3] Siahaan, Rudy Haposan. (2017), *Hukum Perikatan Indonesia (Teori dan Perkembangannya)*. Malang: Inteligensia Media.
- [4] Utami, Wahyu & Adipradana, Yogabakti. (2017), *Pengantar Hukum Bisnis (Dalam Perspektif Teori dan Praktiknya di Indonesia)*. Jakarta: Jala Permata Aksara.

Regulation:

- [1] Act No. 8 of 1999 concerning Consumer Protection
- [2] Code of Civil law
- [3] *Decree of the Minister of Public Works and Public Housing No. 522/KPTS/M/2016 concerning Income Limits for the Target Group of Subsidized Mortgages, Limits on Selling Prices of Prosperous Homes on Treads and Units of Prosperous Flats, as well as the Amount of Subsidy for Housing Down Payments*