Consumer’s legal protection in the sale and purchase of flats in the pre-project selling system

Venny Indria Maria (a)* Imam Koeswahyono (b) Suhariningsih (c) Satria Amiputrah (d)

(a) Faculty of Law, Brawijaya University, Malang, East Java, Indonesia
(b, d) Lecturer at the Faculty of Law, Brawijaya University, Malang, East Java, Indonesia
(c) Professor, Faculty of Law, Brawijaya University, Malang, East Java, Indonesia

ABSTRACT

Flats are multi-storey buildings that will be inhabited by many people, so it is necessary to guarantee the security, safety and enjoyment of the residents. Sales of flats (apartments) with a pre-project selling system, it is certain that the flats (apartments) have not been built so that PPJB in pre-project selling is considered a savior for developers, while for consumers it will be proof of ownership that will be held by consumers before building flats (apartment) finished building. In this paper, it is aimed to develop a normative juridical approach to conceptualize the consumer’s legal protection in the sale and purchase of flats in the pre-project selling system. The approach of the study for answering the problem is based on a set of approaches including statutory and conceptual, case, and finally a comparative one.

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Introduction

The construction of flats requires administrative and technical requirements, because flats have special shapes and conditions that are different from ordinary housing. Flats are multi-storey buildings that will be inhabited by many people so it needs to be guaranteed security, safety and enjoyment by the residents (Santoso, 2014). The developer must legally provide guarantees to prospective buyers for enjoyment and there will be no interference from third parties who feel they have them or other forms that can interfere with the comfort of potential buyers for the ownership of the goods or apartment units purchased. The guarantee in question is a guarantee of the legality (licensing) of the apartment units ordered and a guarantee of no interference from third parties to dismantle the apartment. Developers who market flats that do not have a building permit can be said to have no good intentions from the start, because ownership of a building permit is an obligation of the developer before carrying out construction and before the flat is marketed. These obligations must be fulfilled first and of course the developer knows his obligations as a seller.

Violation of the conditions mentioned above indicates an act committed by the developer as an unlawful act (PMH). Article 1365 of the Civil Code states that every act that violates the law and brings harm to others, requires the person who caused the loss because of his mistake to replace the loss. As at the time of offering the brochure, it turned out that the IMB had not yet been finalized (still in process). The legal relationship between consumers as buyers and developers has occurred with the signing of Sale and Purchase Binding Agreement (PPJB) pre project selling.

Sales of flats (apartments) with a pre-project selling system, it is certain that the flats (apartments) have not been built so that PPJB in pre-project selling is considered a savior for developers, while for consumers it will be proof of ownership that will be held by consumers before building flats (apartment) finished building. Often PPJB in pre-project selling made by the developer causes problems that ultimately harm consumers. The sale of flats with a pre-project selling system, even though it has been equipped with
PPJB, does not rule out the possibility of legal problems even though the government has regulated the legislation. The lack of legal protection for buying and selling flats in the Pre-project selling system is the lack of balance between business actors, in this case developers and consumers.

The understanding of balance, when examined further, generally gives the meaning of the principle of balance as the balance of the positions of the contracting parties. A fair way to unite different interests is through a balance of interests, without paying special attention to the interests themselves, regarding the contractual relationship of the parties, especially in commercial business agreements such as PPJB in pre project selling, it becomes relevant if it is based on thoughts about freedom and the consensus contained in distributive justice, namely justice in contracting which is more manifest when the exchange of interests of the parties is distributed according to their rights and obligations.

In this paper, it is aimed to develop a normative juridical approach to conceptualize the consumer’s legal protection in the sale and purchase of flats in the pre-project selling system.

The research method used is normative juridical, namely conceptualizing law as what is written in laws and regulations (law in books) or law as a rule or norm which is a benchmark for human behavior that is considered appropriate (Marzuki, 2008). The approach used in answering the problem is to use a statutory approach and a conceptual approach, Case Approach, Comparative Approach. The case approach is carried out by reviewing all laws and regulations related to the legal issues under study. The conceptual approach is based on the views and doctrines that develop in the science of law, by studying the views and doctrines of the doctrine in the science of law. Understanding of these views and doctrines is the basis for researchers in building a legal argument in solving the issues at hand. The case approach is to examine and analyze cases of default and unlawful acts committed by developers as a result of buying and selling agreements made between developers and consumers, causing losses, especially on the part of consumers. Comparative approach, namely by comparing the sale and purchase agreement of flats in Indonesia with the sale and purchase agreement of flats in other countries.

The legal materials used are primary, secondary, and tertiary legal materials. The procedure for collecting legal materials used in this research is a literature study, namely collecting data by reading laws and regulations, official documents and literature that are closely related to the problems discussed. Analysis of legal materials is carried out using qualitative descriptive analysis techniques (Ibrahim, 2011). Based on the results of the analysis, then an interpretation or interpretation of the law is carried out through the help of methods or teachings on interpretation including Grammatical Interpretation, Systemic Interpretation, and Futuristic Interpretation. Furthermore, the research results are recorded systematically and consistently so that the materials obtained in this study can be written with critical, logical, and systematic management, so that later they can reveal a new norm from the results of a problem.

**Developer’s Perception about the Definition of PPJB in Pre-project selling**

PPJB as an agreement made between the developer and the buyer is expected to balance the legal relationship between the parties if it is made in real terms and fulfills the provisions regarding the validity of the agreement as stipulated in article 1320 of the Civil Code. The need for PPJB in pre-project selling had to be done because the developer had not been able to fulfill all of the requirements in the regulations that had been set. Even though the regulations are made with the aim of providing legal protection and certainty for consumers for what they buy and owning an apartment unit as promised by the developer.

Sales of flats (apartments) with a pre-project selling system, it is certain that the flats (apartments) have not been built so that PPJB in pre-project selling is considered a savior for developers, while for consumers it will be proof of ownership that will be held by consumers before building flats (apartment) finished building. Thus, it is as if PPJB was made for the benefit of consumers when in fact PPJB in pre-project selling actually helps developers in attracting consumers to be interested in investing their funds in buying apartments even though the apartments themselves have not been made. The developer's interest in a PPJB is actually not too prioritized in apartment sales, because in this case the ownership status still belongs to the developer, but with the implementation of PPJB between the developer and the consumer, it creates an obligation for consumers to pay a certain amount of money for the construction of the ordered apartment unit.

Often PPJB in pre-project selling made by the developer causes problems that ultimately harm consumers. This shows that there are still many PPJB making in pre-project selling that are made unbalanced. The lack of supervision of the completeness of permits carried out by the government to developers who make sales with the pre-project selling system also triggers various kinds of violations in the sale and purchase of apartments with PPJB pre project selling. Currently, there are 2 (two) professional organizations that oversee developers in Indonesia, namely the Association of Indonesian Real Estate Companies (REI) and the Association of All Indonesian Housing and Settlement Developers (APERSI). However, both organizations only supervise developers who are members. For developers who are not members of the organization, the policy is left to each developer, because if the developer is negligent or does not keep his promise, it will be very detrimental to consumers because developers or developers who do not fulfill their promises can “run away” and run away from responsibility despite their good name. companies that are betting, while consumers who have paid a certain amount of money will find it difficult to file claims.
The Ministry of Public Works and Public Housing (PUPR) has appealed to the Regional Government to have regulations regarding the handling of complaints considering that there are also many people from regions who complain about housing. As stated by the Director of Public and Commercial Housing, Directorate General of Housing, Ministry of PUPR as follows (Hidayat, 2020):

“Many communities have lodged complaints with us about housing problems. We are ready to help the community so that the problems they face can be resolved properly. Public complaints in the housing sector are still our homework and must be resolved. The government must of course be in the middle by proactively conducting mediation, seeing the root cause of the problem and reviewing what is happening in the field. For the government, the main thing is that consumers are protected and developers can still carry out their business according to the business climate and applicable regulations (Sinaga, 2018).

The sale of flats with a pre-project selling system, even though it has been equipped with PPJB, does not rule out the possibility of legal problems even though the government has regulated the legislation. Even though PPJB is made, in practice it is often misused by the seller because at the time of a purchase agreement, the buyer may not understand the information provided by the seller so that the buyer only gets a receipt for the down payment or receipt. PPJB, although made by both parties, only has a favorable position for the developer. This is because the goods and facilities being traded have not materialized, while the transaction must be carried out immediately so that the developer can immediately build the flat (apartment) in question. PPJB is indeed needed by the developer because the developer has the right to payments that must be received from consumers who place an order/purchase of apartments.

PPJB in pre-project selling that involves developers and consumers, it contains an agreement to carry out buying and selling activities for flat units organized by the developer before the construction of the apartment is built or in the process. This is solely used to facilitate and speed up business negotiations carried out by the parties in the form of an agreement where the agreement does not burden each other between the two parties. Article 43 paragraph 1 of the Flats Law (UURS) explains that buying and selling apartments carried out before construction is built or completed can be carried out through PPJB made before a Notary, where in the implementation of the PPJB must complete the provisions contained in Article 43 paragraph 2 UURS. The developer has compiled the clauses in PPJB by default and asks consumers to follow what has been written in the agreement. Consumers in PPJB are indeed in a weak position because they are often forced to agree on detrimental clauses due to their weak bargaining position. Even though the making of PPJB in pre-project selling must pay attention to the dimensions of justice for both parties.

PPJB for the developer must give him the power to withdraw the agreed amount and must be paid by the consumer. However, the developer should also not ignore the protection for consumers and consumer rights can be accommodated in the clauses of the agreement. Therefore, there is a need for regulations from the government that are able to provide protection for consumers, but on the other hand also provide space for developers, so that the need for development funds that should be met by consumers can be realized in a timely manner.

Based on the provisions of Article 1339 of the Civil Code, the agreement is of course not only binding on things that have been expressly stated in the agreement, but also must pay attention to the elements of propriety, custom and law. This can be interpreted that there are three norms that must be considered and participate in filling out an agreement, namely law, custom and propriety. Besides, of course the agreement must be carried out in good faith, Article 1338 paragraph (3) of the Civil Code. The number of prohibitions for business actors is clear to protect consumer rights as a very important thing and is considered by the consumer protection law (UUPK). Complete and correct information holds the main key to whether a product or service can be consumed by consumers.

The legal relationship that was born because of the agreement, the embodiment of the rights and obligations between the two parties is contained in the agreement that they mutually agreed on. The agreement is written evidence of what they have agreed to and both parties are obliged in good faith to carry out what they have agreed on in accordance with the contents of the agreement. If it turns out that in the future there is one party (either a consumer or a business actor) who does not carry out the contents of the agreement that has been agreed upon, then one of the aggrieved parties can make a claim on the basis of the agreement. PPJB in pre-project selling is a preventive legal tool intended to prevent before the occurrence of violations for each party, and in PPJB have included sanctions that will be imposed on parties who violate.

**PPJB as a reference for developers in carrying out obligations**

Based on the provisions of Article 1338 of the Civil Code, all agreements made legally apply as law for those who make them. This means that the agreement made is legally binding for the parties concerned as the law of this agreement only applies to the parties to the agreement (Article 1340 of the Civil Code), and the agreement must be made in good faith from both parties (Article 1338 of the Civil Code). Article 18 of the UUPK states that business actors in offering goods and/or services intended for trading are prohibited from making and/or including standard clauses in each document and/or agreement if (Triyanto, 2018):

i. declare the transfer of responsibility of the business actor;
ii. state that business actors have the right to refuse to return goods purchased by consumers;
iii. state that business actors have the right to refuse to return the money paid for goods and/or services purchased by consumers;
iv. declare the power of attorney from the consumer to the business actor either directly or indirectly to take all unilateral actions related to the goods purchased by the consumer in installments;

v. regulates the matter of proof of the loss of use of goods or the use of services purchased by consumers;

vi. give rights to business actors to reduce the benefits of services or reduce the assets of consumers who are the object of buying and selling services;

vii. declare that consumers are subject to regulations in the form of new, additional, continued and/or follow-up changes made unilaterally by business actors while consumers are using the services they have purchased;

viii. states that consumers authorize business actors to charge mortgages, liens and guarantee rights to goods purchased by consumers in installments.

The apartment unit purchase transaction begins with an order agreement, followed by PPJB when the development process has reached a minimum of 20% and after all of the construction has been completed, then proceed with the AJB process. To own a flat unit, consumers can use the Apartment Ownership Credit (KPA) facility provided by the bank. The Bank stipulates various requirements that must be completed in connection with the KPA application process, one of which is proof of the transaction between the consumer and the developer, namely an order agreement. Other documents that must be prepared as the main requirements for submitting KPA, namely personal data documents, employment data as well as income from consumers.

Consumers who make purchases using the pre-project selling system are the type who have committed themselves to buying apartment units, but the construction has not been carried out. On the other hand, even though apartment buildings have been built, the issuance of a Certificate of Ownership of Flats (SHMSRS) or Certificate of ownership of condominium building (SKBG) requires a complicated and lengthy process, especially for developers who do not have a good administration and licensing system. Finally, consumers must be careful before buying because in reality there are many cases where consumers who have paid in full for an apartment but do not also get SHMSRS and SKBG. The legal relationship in the agreement, as explained previously, is not a relationship that arises by itself as contained in family property, where in a legal relationship with family assets, a legal relationship arises between the child and the wealth of his parents as regulated in inheritance law. This is different from an agreement, a legal relationship between one party and another cannot arise by itself. There must be an agreement between one party and the other. The relationship is created because of legal action, which is carried out by the parties that give rise to the relationship in the contract law so that one party is given the right by the other party to get achievements, while on the other hand also provides themselves to be burdened with obligations to fulfill achievements.

PPJB is the initial process that underlies the sale and purchase of flats, because basically PPJB is identical to a business activity, which functions to secure a transaction. The parties who make the agreement should always pay attention to the civil law aspects that frame their business activities, where the agreement will protect the business processes of the parties if the agreement fulfills the conditions of the validity of the agreement. If an agreement is desired by the parties who make it carried out properly and smoothly, it must be made legally. If it is made illegally, it will have its own legal consequences and will have the potential to cause disputes for the parties in the future.

The fact shows that the use of PPJB in pre-project selling for developers is actually proposed as a reference for withdrawing funds of 20% of the total agreed sale and purchase value. With the amount of funds paid by the consumer, it will provide benefits for the developer because the money received from the consumer allows the developer to carry out his obligations in providing flats as agreed. In addition, PPJB pre-project selling only discusses how the obligations of consumers until the building is built in relation to payment obligations, while on the part of the developer who has the obligation to build apartments according to the agreement. PPJB does not discuss the position of each party when the building is built, and who will be in charge of apartment maintenance later.

Various regulations actually show that the government is more inclined to side with developers than the community as apartment buyers. The Job Creation Law, namely Government Regulation (PP) 13 of 2021 concerning the Implementation of Flats, has an article that is considered crucial related to P3SRS. One of them is Article 97 paragraph 1 letter b: ownership voting rights and c: management voting rights. The article seems to be deliberately ambiguous so that the developer has the opportunity to ask for “voting rights” for ownership and management based on the NPP. Whereas referring to Article 77 paragraph 1 of the UURS, it is stated that ownership rights and management rights are based on the Company Registration Number (NPP), not voting rights. If you use the word “voting rights” in a joint land ownership meeting based on the NPP, it is clear that the dominant owner of the large NPP is. All parties must know that the owner of a large NPP is a property developer (Yudhantaka, 2017).

Owners and occupants have inherent rights to joint ownership (shared land, common parts and shared objects). In its management, joint ownership rights in open spaces are used or rented out for billboards, ATM rooms, parking, and BTS towers, and they earn an annual profit, so all owners and occupants receive profits that are distributed based on the NPP. If it is calculated, the amount of these various incomes can be used as the cost of reducing IPL or depending on the agreement of the owner and occupant. The purpose of the insertion of article 97 is clear that the developer is trying to reclaim the management of the apartment. Article 97 paragraph 3, paragraph 4, paragraph 6, and paragraph 7 clearly mention voting rights for operational activities, maintenance, and care for shared parts, shared objects, shared land and the obligation to pay the unit cost of flats based on the NPP.
The Principle of Legal Justice in PPJB with the Pre-project selling System for Flats / Apartments

PPJB in pre-project selling is actually more profitable and provides more protection for developers, because several stages in pre-project selling sales are carried out very profitable for developers. Consumers who are interested in buying flats are “forced” to spend a certain amount of money first based on the images offered, so in this case the PPJB in pre-project selling actually aims to help the developer's money circulation. The investment burden that should be borne by the developer for construction is obtained from advances from consumers when ordering flats, the amount of which ranges up to 20%. The existence of orders from consumers can make it easier for developers / developers, because developers do not need to provide development capital up front for large development costs.

The principle of freedom of contract is a principle that occupies a central position in contract law, although this principle is not set forth into a rule of law but has a very strong influence on the contractual relationship of the parties. As a universal principle originating from legal understanding, the principle of freedom of contract emerged simultaneously with the birth of classical economics which glorified laissez faire or free competition (Sjahdaeni, 1993). Freedom of contract is basically the embodiment of free will, the radiance of human rights whose development is based on the spirit of liberalism that glorifies individual freedom. Article 1338 of the Civil Code according to Subekti contains a principle of freedom in making agreements (freedom of contract) or adhering to the open principle (Rusli (2003). By emphasizing the word “all” then the article seems to contain a statement to the public about the permissibility of making any agreement (as long as the agreement is made legally) and the agreement will bind those who make it like a law. The agreement must be based on applicable law so that the clauses of the agreement will not harm each other, because it is made for the benefit of the parties in carrying out their rights and obligations according to the agreement.

The use of standard agreements requires effective supervision, because supervision carried out with regulations governing standard contracts is the most effective way to protect buyers from unfair provisions in contracts. The seller's promises listed in the sales advertisement such as promises about the provision of public facilities, promises about the realization of the building within a certain period of time, material and physical buildings and all promises contained in the sales brochure, but do not materialize in the sale and purchase binding agreement, then the promises the promise cannot be held responsible. According to contract law theory, no liability can be held because these promises are pre-contract promises that are not stated in the sale and purchase agreement. Therefore, based on classical contract law theory, if this is the case, the buyer cannot claim compensation. However, modern contract theory tends to abolish the formal requirements for legal certainty and emphasizes the fulfillment of a sense of justice. Thus, according to modern contract law, pre-contract promises in brochures/advertising housing sales have legal consequences if those promises are broken.

Marketing by way of pre-project selling is actually allowed to be carried out, as stated in Article 42 Paragraph (1) of the 2011 UURS as long as the developer complies with the provisions stipulated in Article 42 Paragraph (2) of the 2011 UURS, which must have:

i. Certainty of target space;
ii. Certainty of land rights status;
iii. Certainty of ownership status of flats;
iv. Permits for the construction of flats;
v. Guarantee for the construction of flats from a guarantor.

The Minister of PUPR Regulation Number 11/PRT/M/2019 which regulates the provisions regarding the marketing system and PPJB is expected to be able to provide a solution to the problems that occur in the process of buying and selling flats. PPJB in the apartment sale and purchase agreement which is regulated through PUPR Ministerial Regulation Number 11/PRT/M/2019 concerning the Home PPJB System, then PPJB can only be carried out after the construction actors meet the certainty requirements for:

i. land ownership status;
ii. the thing that was agreed upon;
iii. possession of a Main Building Permit or Building Construction Permit;
iv. availability of infrastructure, facilities and public utilities; and
v. development of at least 20% (twenty percent).

In the transitional provisions, it is stated that PPJB which is still in the process of being drafted or has not been signed before July 18, 2019, must be adjusted to the provisions of the PPJB Ministerial Regulation. Thus, every time there is a draft sale and purchase agreement that has been prepared, but after July 18, 2019 has not been signed, the draft must follow the provisions of the PPJB Ministerial Regulation in 2019, as well as if there is a PPJB signed after July 18, 2019 but the drafts contained in it is not in accordance with the provisions of the PPJB Regulation of 2019 then adjustments must be made.

In general, a person by law cannot be forced to enter into an agreement. The point is that freedom of contract includes the freedom for the parties to decide with whom they want or do not want to enter into an agreement. Without the agreement of one of the parties
who made the agreement, the agreement made is invalid. People cannot be forced to give their consent. An agreement given by force is contrictio in terminis. The existence of coercion indicates that there is no agreement. The possibility that can be done by the other party is to agree to be bound by the agreement in question or refuse to be bound by the agreement in question. Developer default usually occurs in the form of: (1) not carrying out development properly; (2) building materials that do not comply with the specifications in the agreement; (3) or the period of delivery of the promised building is not on time; (4) is no less important in fulfilling housing support facilities that are not in accordance with what has been agreed in the offer.

So far, in housing sales with a pre-project selling system, PPJB has usually been made standard by the developer, then signed. There are also those who are signed before a notary, meaning that the agreement is made under the hands and then its signature is ratified before a notary. PPJB in pre-project selling like this is usually made because: Permits are not complete; Land status not yet certified; The certificate is still a guarantee of the debt in the bank; and the apartment building which is part of the object of the sale and purchase does not exist at all (not materialized yet).

The seller makes PPJB unilaterally whose content and form are made according to the wishes of the developer. PPJB made under the hand often causes problems, such as all the decisions contained in this study both from the aspect of substance and aspects of the proof so that in practice the seller chooses PPJB which is made under the hand but the ratification of the signature is carried out before a Notary. This is because the developer wants to gain the trust of consumers, so that consumers will assume that as long as the signature is done before a notary, the transactions made are guaranteed to be "safe". as in article 15 paragraph (2) letter a, namely a notary also has the authority to ratify the signature and determine the certainty of the date of the letter under the hand by registering it in a special book (Winarto, 2019).

Reflecting on the various problems in several decisions that stem from the non-fulfillment of the obligations that must be carried out by the developer in PPJB, it shows that the PPJB arrangements have been conditional with weaknesses. For this reason, prospective buyers before signing the PPJB deed, at least 7 (seven) working days before signing the PPJB are required to read and study the contents of the articles of the PPJB. Default arrangements are clearly stated in the PPJB both by the prospective buyer and the developer if there are parties who do not carry out their obligations. Defaults by the developer are generally regarding delays in the completion date of construction, while on the buyer's side there are usually delays in payment. If there is a dispute between the two parties, of course, it will be sought by deliberation, but if it is not resolved by deliberation, it will be resolved through arbitration.

Based on the three theories, the relationship between consumers and business actors is born out of an agreement, or without an agreement (born or arises because of the law). In Indonesia, there are actions of the state that interfere with the contents of agreements made by the parties, for example those concerning the relationship between workers and employers. However, not all levels of legislation can limit freedom of contract, only laws or PERPU (Government Regulations in Lieu of Laws), or higher laws and regulations that have legal force to limit the operation of the principle of freedom of contract. If it is related to the regulations issued relating to standard contracts or standard agreements which are the permissibility of standard contract practices, then there is a legal basis for the entry into force of standard agreements issued by the Indonesian government, one of which is UUPK.

The enactment of regulations and legislation as mentioned above shows that in essence a standard contract such as PPJB in pre-project selling is a type of contract that is required and justified to be carried out by both parties because basically the legal basis for implementing a standard contract is made to protect the implementation of the principle excessive freedom of contract for the public interest so that the standard contract agreement applies and binds both parties who make it. To reach an agreement someone has freedom, and that freedom is about agreeing or not, signing an agreement or not. On the other hand can also choose who he will make a pact with.

Happiness in the pre-sale PPJB transaction will be achieved if each party upholds the principle of justice, namely, both do not intend to deny what has been promised and provide benefits for all parties. Justice as stated by Hans Kelsen, that PPJB's position in the perspective of land law with a positivism theory approach provides that PPJB in accordance with positivism theory has legal legitimacy based on Article 15 paragraph (2) of the 2014 UUJN. both have obligations and will both get rights if their respective obligations have been carried out. Likewise, the parties will receive sanctions in accordance with the agreement if they do not fulfill their respective obligations.

Conclusion
The lack of legal protection for buying and selling flats in the Pre-project selling system is the lack of balance between business actors, in this case developers and consumers. The understanding of balance, when examined further, generally gives the meaning of the principle of balance as the balance of the positions of the contracting parties. If the consumer's relationship with the developer is not given protection, then the consumer will be in a weak position in the process of forming the contract. As long as the mutually agreed achievements assume equality (the position of the parties), then if there is an imbalance the focus of attention will be focused on equality related to the way the contract is formed, and not on the final result of the achievement in question. In relation to the way in which the agreement is formed, the principle of contractual binding force makes the existence of a freedom in society to participate in judicial traffic which in this case is an implication of the principle of freedom of contract.
An agreement will not have binding force if the agreement has been canceled or is null and void. The rules of the agreement will not apply as long as it is in the existing situation and conditions based on the fit and properness measure and it turns out that it cannot be accepted as fair and proper. The balance context contained within should be able to prevent the occurrence of unbalanced conditions. However, because legal protection in buying and selling flats (apartments) has not been implemented optimally, there are still “naughty” developers and some consumers who suffer losses.

A fair way to unite different interests is through a balance of interests, without paying special attention to the interests themselves, regarding the contractual relationship of the parties, especially in commercial business agreements such as PPJB in pre project selling, it becomes relevant if it is based on thoughts about freedom and The consensus contained in distributive justice is justice in contracting which is more manifest when the exchange of interests of the parties is distributed according to their rights and obligations. Developers who consciously carry out their obligations will minimize losses to consumers, but in reality there are still many developers who do not or have not fulfilled their obligations to build flats, build a flat (apartment) but not in accordance with the agreement and/or the flat (apartment) has been built but has not yet completed the issuance of the SHM of the condominium unit. This is what still causes many problems because until the time this research was carried out, it was still found that the ownership status of the flats (apartments) were both occupied and those that had been paid off by the buyers, while the settlement of the price of the flats (apartments) that had been paid to the developer as the the seller of the flat (apartment) and his SHMSRS have not been received, with the only evidence he has is PPJB as proof that a sale and purchase transaction of the flat (apartment) has taken place.

Application of laws and regulations, in particular regarding legal protection for consumers who purchase flats (apartments), regulations made to regulate transactions for flats (apartments), preparation of binding agreements for sale and purchase of flats (apartments), especially in pre-projects selling which is a standard agreement, and other related regulations comprehensively pay attention to and use the theory of justice from John Rawls above as a basis for reviewing and understanding it so that government efforts can be viewed objectively and can be implemented so that the government's goal is to support legal protection efforts. proportionally for business actors and consumers of flats (apartments) can be fulfilled. The study of the principle of balance in PPJB flats / apartments in this study focuses on two main things, in terms of the procedure for signing PPJB flats / apartments, especially in the pre-project selling system by consumers and developers, as well as from the substance of PPJB namely the clauses contained in the PPJB, in the PPJB of flats/apartments that were studied based on John Rawls' theory of justice. Injustice can be seen from the inclusion of all kinds of sanctions if consumers are late in making payments, while on the developer's side it does not clearly state if there is a non-compliance with the agreed flats / apartments and there is almost no mention of the exact date on which the SHMSRS will be handed over to the consumer.

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Indonesia, Law Number 24 of 2013 concerning Amendments to Law Number 23 of 2006 concerning Population Administration
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