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REGULATING PRE-PROJECT SALES OF STRATA TITLE HOUSING: STRENGTHENING CONSUMER PROTECTION AND LEGAL CERTAINTY IN INDONESIA

Andi Arif Wijaya
Universitas Kristen Indonesia, Jakarta, Indonesia
andiarif.uki@gmail.com

Tumanggor
Universitas Kristen Indonesia, Jakarta, Indonesia
ms.tumanggor@uki.ac.id

Dhaniswara K. Harjono
Universitas Kristen Indonesia, Jakarta, Indonesia
dhaniswara.harjono@uki.ac.id

Hulman Panjaitan
Universitas Kristen Indonesia, Jakarta, Indonesia
hulman.panjaitan@uki.ac.id

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ABSTRACT

This article examines how Indonesian law regulates pre-project sales of strata title housing units when the underlying land rights have not yet been fully secured. It analyzes whether the current contractual and regulatory framework provides adequate consumer protection and legal certainty, while proposing a more balanced model aligned with Indonesia's welfare-state commitment. Using normative legal research with statute and conceptual approaches, supported by case-based illustrations, the study reviews the interaction between the Civil Code, the Law on Consumer Protection, the Law on Housing and Settlement Areas, the Law on Apartment Units, and implementing regulations governing Preliminary Sale and Purchase Agreement (Perjanjian Pengikatan Jual Beli/PPJB). The findings show that widespread reliance on PPJB despite unresolved land status and permits places disproportionate risks on consumers. Standard-form clauses drafted unilaterally by developers often undermine good faith, balance, and legal certainty, while supervisory and enforcement mechanisms remain weak. The results provide practical guidance for policymakers, regulators, and notaries/PPAT in tightening pre-project sales requirements, standardizing PPJB clauses, and improving disclosure and remedies.

A. INTRODUCTION

The rise of the welfare state places social and economic rights, such as access to adequate housing at the core of the state's responsibilities. Welfare-state theorists argue that the state must not only respect basic civil liberties but also actively secure socio-economic rights so that material inequalities do not translate into substantive injustice.[1] In Indonesia, this idea is constitutionalized: Article 28H of the 1945 Constitution guarantees the right "to live in physical and spiritual prosperity, to have a home, and to enjoy a good and healthy environment," and housing is framed as a fundamental need alongside food and clothing. Thus, adequate and secure housing becomes a central object of justice and a core responsibility of the state within Indonesia's constitutional welfare-state order.

Within this constitutional framework, the right to housing cannot be understood merely as access to a physical structure, but must be situated within a broader conception of Indonesia as a welfare state in which the state bears responsibility for ensuring social justice and human dignity. The Preamble and Articles 28H and 33 of the 1945 Constitution have been interpreted as mandating the state to guarantee not only civil and political rights but also socio-economic rights, including access to adequate housing as part of a decent standard of living.[2] Housing (*papan*) is therefore not simply a commodity governed by market logic, but a constitutional entitlement linked to distributive justice and nation-building. In this context, legal frameworks governing apartment development, pre-project selling, and consumer transactions must be assessed not only in terms of efficiency, but also in terms of their contribution to welfare objectives and the protection of structurally weaker parties.[3]

From a doctrinal perspective, Indonesian legal thought has long emphasized the role of law as an instrument for guiding social and economic development. Building on Roscoe Pound's idea of law as a tool of social engineering, Mochtar Kusumaatmadja conceptualized law as a means of development, whereby legal norms are expected to direct economic activity

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[1] I. D. Palguna, *Pengaruh Pemikiran Negara Kesejahteraan dalam Konstitusi Indonesia*, (Jakarta: Sekretariat Jenderal dan Kepaniteraan MK RI, 2019), 33. See too, John Rawls, *A Theory of Justice* (Revised ed.), Cambridge, MA: Harvard University Press, 1999), 212.

[2] I. D. Palguna. *Pengaruh Pemikiran Negara Kesejahteraan dalam Konstitusi Indonesia*, (Jakarta: Sekretariat Jenderal dan Kepaniteraan MK RI, 2019), 34. See too, John Rawls, *A Theory of Justice* (Revised ed.), Cambridge, MA: Harvard University Press, 1999), 213; Liza Dameria Marbun, Budiman Ginting, and Detania Sukarja, "Tanggung Jawab Hukum Pengembang Rumah Susun Dalam Perjanjian Pengikatan Jual Beli Tanpa Sertifikat Laik Fungsi Kepada Konsumen Berdasarkan Hukum Positif Indonesia," *Recht Studiosum Law Review* 2, no. 2 (2023): 66.

[3] Niru Anita Sinaga, and Nunuk Sulisrudatin, "Pelaksanaan perlindungan konsumen di Indonesia," *Jurnal Ilmiah Hukum Dirgantara* 5, no. 2 (2015): 323. See too, Wahyu Simon Tampubolon, "Upaya Perlindungan Hukum Bagi Konsumen Ditinjau Dari Undang Undang Perlindungan Konsumen," *Jurnal Ilmiah Advokasi* 4, no. 1 (2016): 56.

and correct structural imbalances in society.[4] This approach is closely connected to the principle of economic democracy under Article 33 of the Constitution, which requires that economic activities, including property development and housing provision, be organized to promote the greatest prosperity of the people rather than purely private gain. Within this framework, regulatory instruments such as Preliminary Sale and Purchase Agreement *(Perjanjian Pengikatan Jual Beli/PPJB)* in pre-project selling schemes must be evaluated in terms of whether they effectively discipline developer behavior, allocate risk fairly, and support broader development goals in the housing sector.[5]

Normative evaluation of such arrangements also requires engagement with core legal principles of justice, legal certainty, and legal protection. Following Radbruch[6], law must balance fairness, predictability, and utility, and cannot prioritize economic expediency at the expense of justice. Classical distinctions between distributive justice and commutative justice further highlight the dual responsibility of the state: to ensure fair allocation of housing opportunities at the policy level and to guarantee fairness in contractual relations between developers and consumers. Contemporary theories of justice, particularly Rawls' notion of justice as fairness and its resonance with Pancasila-based social justice, reinforce the need to prioritize the protection of weaker parties in unequal bargaining situations.[7] In this regard, legal protection and legal certainty serve as key criteria for assessing whether consumers are provided with clear rights, enforceable claims, and effective remedies in the context of pre-project housing transactions.[8]

At the level of private law and sectoral regulation, these normative concerns intersect with doctrines of contract law, consumer protection, and

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[4] Sunaryati Hartono, *Politik Hukum Menuju Satu Sistem Hukum Nasional*, (Bandung: Alumni, 1994), 12. See too, Mochtar Kusumaatmadja, *Hukum, Masyarakat, dan Pembinaan Hukum Nasional*, (Bandung: Binacipta, 1976), 12.

[5] Alusianto Hamonangan, Mhd Taufiqurrahman, and Rosma Mediana Pasaribu, "Perjanjian pengikatan jual beli (PPJB) dalam transaksi peralihan hak atas tanah dan atau bangunan," *Jurnal Rectum: Tinjauan Yuridis Penanganan Tindak Pidana* 3, no. 2 (2021): 241. See too, Arivan Halim, "Kedudukan Perjanjian Pengikatan Jual Beli (PPJB) yang Dibuat Pengembang Dalam Pre Project Selling," *Justice Voice* 1, no. 2 (2022): 56; Gusti Bagus Gilang Prawira, Yosafat Prasetya Nugraha, and Agus Sugiarto, "Kedudukan hukum akta perjanjian pengikatan jual beli (PPJB) dalam transaksi jual beli tanah," *Jurnal Education and Development* 11, no. 1 (2023): 274.

[6] Gustav Radbruch, *Einführung in die Rechtswissenschaft,* (Stuttgart: Koehler, 1950), 12.

[7] Franz Magnis-Suseno, *Etika Politik*, (Jakarta: Gramedia, 1991), 23. See too, Franz Magnis-Suseno, *Etika Sosial*, (Jakarta: Gramedia, 2001), 53.

[8] Philipus, M. Hadjon, *Perlindungan hukum bagi rakyat Indonesia,* (Surabaya: Bina Ilmu, 1987), 82. See too, Philipus, M. Hadjon, *Pengantar Hukum Administrasi Indonesia* (Yogyakarta: Gadjah Mada University Press, 2011), 24; Sudikno Mertokusumo, *Mengenal Hukum: Suatu Pengantar*, (Yogyakarta: Liberty, 1999), 112; Danish Ferdie Therik, and Elfrida Ratnawati Gultom, "Perlindungan Pembeli Apartemen Pre Project Selling: Studi Kasus Keterlambatan Serah Terima Proyek Meikarta," *Binamulia Hukum* 12, no. 2 (2023): 408.

housing law, which together form a complex and often fragmented regulatory landscape.[9] Under the Civil Code, agreements must satisfy requirements of consent, capacity, a certain object, and a lawful cause, while principles of good faith and fairness are expected to guide contractual relations.[10] However, in practice, PPJB in pre-project selling frequently takes the form of standard-form contracts drafted unilaterally by developers, raising concerns about genuine consent, imbalance of obligations, and limitations on consumer rights.[11] At the same time, the Consumer Protection Law introduces principles of liability and protection for consumers, including the possibility of shifting the burden of proof in certain circumstances, while housing and strata title regulations govern the legal status of land, units, and common property.[12] Yet these bodies of law are often applied in isolation, and existing scholarship has not sufficiently integrated them into a coherent framework for evaluating pre-project selling. This fragmentation underscores the need for a more comprehensive analysis that situates PPJB within the broader interplay of welfare-state obligations, contractual fairness, and consumer protection in Indonesia's housing sector.

In practice, Indonesia faces a severe housing deficit (backlog) estimated at tens of millions of units, which particularly affects low-income groups, while rapid urbanization drives demand for multi-storey housing such as apartments and strata title units. To respond, the state encourages the development of *rumah susun* and allows developers to market units even before construction is completed through pre-project selling schemes using preliminary sale and purchase agreements (*Perjanjian Pengikatan Jual Beli*/PPJB).[13] Consumers often pay significant instalments when land

[9] Wahyu Simon Tampubolon, "Upaya Perlindungan Hukum Bagi Konsumen Ditinjau Dari Undang Undang Perlindungan Konsumen," *Jurnal Ilmiah Advokasi* 4, no. 1 (2016): 58. See too, Febriani, Ayu Fitria. "Kebijakan Kepemilikan Rumah Susun di Indonesia." *Lentera Hukum* 6 (2019): 19.

[10] R.Wirjono Projodikoro, *Asas-Asas Hukum Perjanjian*, (Bandung: Sumur, 1981), 21. See too, Subekti, *Hukum Perjanjian*, (Jakarta: Intermasa, 2001), 23; Markus Suryoutomo, Mohammad Solekhan, and Sri Murni, "Tanggung Jawab Perdata dalam Kasus Wanprestasi dan Perbuatan Melawan Hukum," *Jurnal Kolaboratif Sains* 8, no. 4 (2025): 2021.

[11] Alusianto Hamonangan, Mhd Taufiqurrahman, and Rosma Mediana Pasaribu, "Perjanjian pengikatan jual beli (PPJB) dalam transaksi peralihan hak atas tanah dan atau bangunan," *Jurnal Rectum: Tinjauan Yuridis Penanganan Tindak Pidana* 3, no. 2 (2021): 245. See too, Gusti Bagus Gilang Prawira, Yosafat Prasetya Nugraha, and Agus Sugiarto, "Kedudukan hukum akta perjanjian pengikatan jual beli (PPJB) dalam transaksi jual beli tanah," *Jurnal Education and Development* 11, no. 1 (2023): 276.

[12] Ahmadi Miru, and Sutarman Yodo, *Hukum Perlindungan Konsumen*, (Jakarta: RajaGrafindo Persada, 2004), 23. See too, Adi Nugroho, *Hukum Perlindungan Konsumen*, (Jakarta: Kencana, 2015), 23; Adi Putera Parlindungan, *Komentar atas Undang-Undang Rumah Susun*, (Bandung: Mandar Maju, 1997), 122.

[13] Liza Dameria Marbun, Budiman Ginting, and Detania Sukarja, "Tanggung Jawab Hukum Pengembang Rumah Susun Dalam Perjanjian Pengikatan Jual Beli Tanpa Sertifikat Laik Fungsi Kepada Konsumen Berdasarkan Hukum Positif Indonesia," *Recht Studiosum Law Review* 2, no. 2 (2023): 65. See too, Pandam Nurwulan, "Aspek Hukum Transaksi Jual Beli Rumah

acquisition is not yet completed, permits are still pending, or construction is delayed or abandoned, and they are then confronted with unclear contractual clauses, weak bargaining power, and difficulties seeking redress. This situation shows a structural vulnerability of consumers in Indonesia's rapidly expanding strata-title and pre-project selling housing market.

Existing Indonesian legal scholarship on consumer protection has developed important doctrinal foundations, for example by analyzing general principles of consumer rights, contractual obligations, and dispute settlement mechanisms.[14] There are also works that specifically address the protection of consumers who purchase strata title units, but they tend to discuss particular aspects such as general contractual doctrine or dispute resolution in isolation rather than within an integrated framework that links consumer law, housing law, land law, and civil-code contract law.[15] As a result, the literature has not yet systematically examined how the PPJB in pre-project selling functions as a composite regulatory instrument and how it reallocates risk between developers and buyers in light of Indonesia's welfare-state and human-rights commitments, leaving a clear doctrinal and normative gap.[16]

Normatively, the legal framework governing apartment development and sales in Indonesia is fragmented and often inconsistent. The PPJB and subsequent sale contracts operate at the intersection of the Civil Code (*Kitab Undang Undang Hukum Perdata*/KUH Perdata), the Basic Agrarian Law (*Undang-Undang Pokok Agraria*/UUPA), the Housing and Settlement Law, the Apartment Law, and the Consumer Protection Law, each of which embodies different emphases on freedom of contract, public interest, and consumer

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Susun/Apartemen Di Daerah Istimewa Yogyakarta Kaitannya Dengan Peran Notaris-Ppat," *Jurnal Hukum Ius Quia Iustum* 22, no. 4 (2015): 679; Athalia Saputra, "Perlindungan Hukum Bagi Pembeli Satuan Rumah Susun Terkait Hak Kepemilikan," *Arena Hukum* 13, no. 1 (2020): 119.

[14] Holijah, *Hukum Penyelesaian Sengketa Konsumen Berskala Kecil di Indonesia*, (Jakarta: Kencana, 2020), 34. See too, Ahmadi Miru, and Sutarman Yodo, *Hukum Perlindungan Konsumen*, (Jakarta: RajaGrafindo Persada, 2004), 25; Aulia Muthiah, *Hukum Perlindungan Konsumen Dimensi Hukum Positif dan Ekonomi Syariah*, (Yogyakarta: PT Pustaka Baru, 2018), 90; Adi Nugroho, *Hukum Perlindungan Konsumen*, (Jakarta: Kencana, 2015), 25; Hulman Panjaitan, *Hukum Perlindungan Konsumen: Reposisi dan Penguatan Kelembagaan Badan Penyelesaian Sengketa Konsumen dalam Memberikan Perlinudngan dan Menjamin Keseimbangan dengan Pelaku Usaha*, (Bekasi: Jala Permata Aksara, 2021), 121; Gunawan Widjaja, and Ahmad Yani, *Hukum Perlindungan Konsumen*, (Jakarta: Gramedia, 2000), 64; Gunawan Widjaja, and Ahmad Yani, *Seri Hukum Bisnis: Perlindungan Konsumen*, (Jakarta: Gramedia, 2001), 34.

[15] Eman Ramelan, *Perlindungan Hukum Bagi Konsumen Pembeli Satuan Rumah Susun/Strata Title/Apartemen*, (Yogyakarta: Aswaja Presindo, 2015), 12. See too, Liza Dameria Marbun, Budiman Ginting, and Detania Sukarja, "Tanggung Jawab Hukum Pengembang Rumah Susun Dalam Perjanjian Pengikatan Jual Beli Tanpa Sertifikat Laik Fungsi Kepada Konsumen Berdasarkan Hukum Positif Indonesia," *Recht Studiosum Law Review* 2, no. 2 (2023): 68.

[16] Mahardika Dirgantara, Maman Sudirman, and Benny Djaja, "Kedudukan Akta Notaris dalam Pengalihan Hak Hunian Perumahan yang Masih dalam Proses Pembangunan (Pre-Project Selling)," *Paradigma: Jurnal Filsafat, Sains, Teknologi, dan Sosial Budaya* 31, no. 2 (2025): 729.

protection.[17] Yet the legislation does not clearly define the legal position and function of PPJB in pre-project selling, nor does it precisely regulate how risk should be allocated when land acquisition and construction are incomplete and developers' default.[18] From the perspective of justice and welfare-state theory, legal certainty, and legal protection, such ambiguity undermines both the constitutional right to adequate housing and the need for clear, predictable, and protective rules for consumers.[19]

Against this background, consumers are required to bear significant financial and legal risks under standard-form PPJB contracts, while access to effective remedies through litigation is perceived as complex, lengthy, and costly, which discourages the enforcement of their rights. In practice, recurrent issues are reported, such as mismatches between marketing promises and contract clauses, uncertainty about the timing and conditions of unit handover, and lack of clarity regarding the legal status of land and supporting infrastructure in many pre-project selling schemes. Yet there is still no comprehensive normative study that evaluates the PPJB and apartment-sale regime as a whole through an integrated lens of justice, legal certainty, and legal protection, grounded in Indonesia's welfare-state constitution, which makes such a focused analysis both timely and necessary.[20]

Accordingly, this study aims to analyze the legal protection afforded to consumers who purchase strata title apartment units through PPJB in pre-project selling schemes in Indonesia, to evaluate the coherence of the relevant legal framework from the perspectives of justice, legal certainty, and legal protection, and to formulate a model for rebalancing the contractual and regulatory position of consumers in line with Indonesia's welfare-state and constitutional mandate. This aim positions the study to offer a theoretically

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[17] Muhammad Dheyu Razzak, Arief Wibisono, and Achmad Fitrian, "Perlindungan Hukum Tenaga Kerja Terhadap Pemutusan Hubungan Kerja Disebabkan Menolak Mutasi," *Perfecto: Jurnal Ilmu Hukum* 1, no. 2 (2023): 85. See too, Rohendra Fathammubina, "Perlindungan Hukum Terhadap Pemutusan Hubungan Kerja Sepihak Bagi Pekerja," *Jurnal Ilmiah Hukum DE'JURE: Kajian Ilmiah Hukum* 3, no. 1 (2018): 112; Karina Prameswari, and Emi Puasa Handayani, "Pengaturan Pemutusan Hubungan Kerja Antara Karyawan Dengan Perusahaan," *Mizan: Jurnal Ilmu Hukum* 7, no. 1 (2020): 113.

[18] Dian Apriandini, and Amad Sudiro, "Kekuatan hukum perjanjian pengikatan jual beli (PPJB) lunas yang belum mendapatkan pemecahan sertipikat dari developer yang dipailitkan," *Binamulia Hukum* 12, no. 1 (2023): 59.

[19] Philipus, M. Hadjon, *Perlindungan hukum bagi rakyat Indonesia,* (Surabaya: Bina Ilmu, 1987), 83. See too, Philipus, M. Hadjon, *Pengantar Hukum Administrasi Indonesia* (Yogyakarta: Gadjah Mada University Press, 2011), 25; Franz Magnis-Suseno, *Etika Politik*, (Jakarta: Gramedia, 1991), 25; Sudikno Mertokusumo, *Mengenal Hukum: Suatu Pengantar*, (Yogyakarta: Liberty, 1999), 113; Gustav Radbruch, *Einführung in die Rechtswissenschaft,* (Stuttgart: Koehler, 1950), 14; John Rawls, *A Theory of Justice* (Revised ed.), Cambridge, MA: Harvard University Press, 1999), 215.

[20] Alusianto Hamonangan, Mhd Taufiqurrahman, and Rosma Mediana Pasaribu, "Perjanjian pengikatan jual beli (PPJB) dalam transaksi peralihan hak atas tanah dan atau bangunan," *Jurnal Rectum: Tinjauan Yuridis Penanganan Tindak Pidana* 3, no. 2 (2021): 246.

grounded and normatively oriented proposal to strengthen consumer protection in pre-project selling of strata title apartments.

Based on the explanation above, we can take three research questions to be discussed, namely:

1. what is the implementation of PPJB provisions in pre-project sales of strata title housing?
2. what are the dimensions of consumer protection in the practice of PPJB?
3. How can a more balanced contractual and regulatory framework be formulated to strengthen consumer protection and legal certainty in Indonesia?

B. RESEARCH METHODS

This study uses a normative–qualitative legal research design. The research focuses on written legal norms and doctrinal views related to consumer protection in the sale of strata title property, especially when consumers purchase units through a *Perjanjian Pengikatan Jual Beli* (PPJB) while the underlying land rights have not yet been released. The qualitative element lies in the interpretive reading of legal texts and doctrinal opinions to describe and analyze how existing rules operate in practice and how they protect consumers in PPJB transactions.

The study adopts a juridical normative approach that follows qualitative logic. The main approaches are the statute approach and conceptual approach. The statute approach examines legislation governing housing and consumer protection, such as the Civil Code (KUHPerdata), the Basic Agrarian Law (UUPA), the Consumer Protection Act, the Housing and Settlement Act, and the Apartment/Strata Title Act, as well as implementing regulations.[21] The conceptual approach uses legal concepts developed in doctrinal writings, such as legal protection, default, unlawful acts, and balance of contractual positions to interpret and systematize these norms in the context of PPJB for apartments.

Data are obtained primarily through library research. The primary legal materials consist of binding regulations: the Civil Code, UUPA, the Law on Consumer Protection, housing and apartment laws, and related implementing regulations. Secondary legal materials include textbooks on contract law, consumer protection law, housing law, and legal method, as well as journal articles and expert opinions that discuss consumer protection and property

[21] Fitriana Gunadi, "Upah Proses Dalam Pemutusan Hubungan Kerja," *Jurnal Hukum & Pembangunan* 50, no. 4 (2021): 859.

transactions.[22] Tertiary materials, such as legal dictionaries, encyclopedias, and other reference works, support clarification of concepts and terms.

Data collection is carried out through systematic document review. The study reads and selects legal norms, doctrinal writings, and case materials that are directly related to PPJB for strata title units, the status of land that has not yet been released, and the legal position of consumers vis-à-vis developers. Where available, court decisions and policy documents are also examined to illustrate how these norms are interpreted and applied in disputes.

Data analysis is qualitative, descriptive-analytical, and normative. The researcher first categorizes and reduces legal materials according to key themes: legal substance (contract and consumer norms), legal structure (institutions enforcing these norms), and legal culture (values underlying practice). The analysis then applies interpretive techniques recognized in legal doctrine (grammatical, systematic, and teleological interpretation) to assess consistency, coherence, and effectiveness of the regulatory framework in providing legal protection to consumers who buy strata units through PPJB before land release.

The trustworthiness of the analysis is strengthened through careful source triangulation and systematic use of authoritative materials. Primary legal norms are always checked against official texts; interpretations are corroborated with leading doctrinal works on legal method and consumer protection.[23] Consistency across different levels of regulation and between statutes and doctrine is examined to reduce interpretive bias and enhance the credibility and dependability of the conclusions.

The research relies solely on publicly accessible legal and academic documents and does not involve human subjects, personal data, or confidential information. Ethical considerations are addressed by accurately citing all sources, avoiding plagiarism, and presenting interpretations fairly without distorting the meaning of the legal texts or doctrinal opinions used in the analysis.

C. DISCUSSION

1. Implementation of PPJB Provisions in Pre-Project Sales of Strata Title Housing

The implementation of *Perjanjian Pengikatan Jual Beli* (PPJB) in pre-project sales of strata title housing reveals a substantial gap between the

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[22] Rianto Adi, *Metode Penelitian Hukum*, (Jakarta: RajaGrafindo Persada, 2004), 23. See too, Amiruddin and Zainal Asikin, *Pengantar Metode Penelitian Hukum*, (Jakarta: Raja Grafindo Persada, 2008), 43.

[23] Rianto Adi, *Metode Penelitian Hukum*, (Jakarta: RajaGrafindo Persada, 2004), 24. See too, Amiruddin and Zainal Asikin, *Pengantar Metode Penelitian Hukum*, (Jakarta: Raja Grafindo Persada, 2008), 44.

normative legal framework and actual developer practices.[24] This gap is particularly visible when comparing the requirements set out in Kepmenpera Number 11/KPTS/1994 and Kepmenpera Number 9/KPTS/1995 with the content and structure of documents used in practice.[25] The Ministerial Decree explicitly requires that booking documents include essential elements such as the number and type of unit, floor level, unit area, sale price, payment terms, building specifications, and the estimated completion date. These elements are intended to ensure transparency and provide consumers with a clear understanding of the object and timeline of the transaction at the earliest stage. However, the findings show that in practice, booking letters frequently omit critical information, particularly detailed building specifications and precise completion schedules. Instead, such information is often provided only through marketing brochures or oral explanations by sales personnel, which lack binding legal force. As a result, consumers enter into transactions without a complete and enforceable understanding of their rights and expectations, indicating that the initial documentation fails to meet the protective standards envisioned under Kepmenpera Number 11/KPTS/1994.

A further divergence arises in relation to the timing and legal effect of PPJB execution. Normatively, Kepmenpera Number 11/KPTS/1994 requires that PPJB be signed no later than 30 calendar days after the booking letter is issued. It also provides that if the consumer's housing loan (*Kredit Pemilikan Apartemen*/KPA) is not approved, the booking payment must be refunded.[26] These provisions are clearly designed to prevent prolonged uncertainty and to protect consumers from financial loss at an early stage. In practice, however, the research finds that PPJB is often executed only after the buyer has paid approximately 20% of the unit price, which, under installment schemes, may take around 146 days from the initial booking. During this period, consumers are already financially committed, yet the legal certainty of the transaction remains incomplete. Moreover, booking fees are typically treated as non-

[24] Alusianto Hamonangan, Mhd Taufiqurrahman, and Rosma Mediana Pasaribu, "Perjanjian pengikatan jual beli (PPJB) dalam transaksi peralihan hak atas tanah dan atau bangunan," *Jurnal Rectum: Tinjauan Yuridis Penanganan Tindak Pidana* 3, no. 2 (2021): 247. See too, Gusti Bagus Gilang Prawira, Yosafat Prasetya Nugraha, and Agus Sugiarto, "Kedudukan hukum akta perjanjian pengikatan jual beli (PPJB) dalam transaksi jual beli tanah," *Jurnal Education and Development* 11, no. 1 (2023): 277.

[25] Kementerian Negara Perumahan Rakyat, *Keputusan Menteri Negara Perumahan Rakyat Nomor 11/KPTS/1994 tentang Pedoman Perikatan Jual Beli Rumah,* (1994). See too, Kementerian Negara Perumahan Rakyat, *Keputusan Menteri Negara Perumahan Rakyat Nomor 9/KPTS/1995 tentang Pedoman Perikatan Jual Beli Satuan Rumah Susun,* (1995).

[26] Athalia Saputra, "Perlindungan Hukum Bagi Pembeli Satuan Rumah Susun Terkait Hak Kepemilikan," *Arena Hukum* 13, no. 1 (2020): 121. See too, Arini Alvita, "Kepastian Hukum Bagi Konsumen Atas Perjanjian Pengikatan Jual Beli Rumah Susun," *Indonesian Notary* 3, no. 1 (2021): 14; Suparji, and Akbar Pandu Pratamalistya, "Kredit Pemilikan Rumah Dalam Perspektif Hukum Perlindungan Konsumen," *Jurnal Magister Ilmu Hukum* 5, no. 1 (2020): 7.

refundable in almost all circumstances, including the rejection of KPA applications. This practice directly contradicts the protective intent of the Ministerial Decree and demonstrates how contractual arrangements are structured in a way that systematically shifts financial risk to consumers.

These empirical findings must be understood not merely as technical deviations but as part of a broader structural pattern in pre-project selling. PPJB is used as a legal instrument to bind consumers and secure early financing for developers, often at a stage when land acquisition has not been completed, necessary permits have not been obtained, and physical construction has not commenced.[27] In such circumstances, consumers bear significant financial obligations while developers retain flexibility and are exposed to fewer immediate consequences if the project is delayed or fails. When problems arise, such as construction delays or project abandonment, consumers are left to bear the economic and legal consequences, despite having limited control over the underlying risks. This pattern reveals a fundamental imbalance in the allocation of rights and obligations in PPJB practice.[28]

From a doctrinal perspective, this imbalance raises serious questions regarding the validity of PPJB agreements under Indonesian contract law. Article 1320 of the Civil Code establishes four essential requirements for a valid agreement: consent, capacity, a certain object, and a lawful cause.[29] While PPJB in pre-project sales may formally satisfy the requirements of consent and capacity, the requirement of a lawful cause becomes problematic when the agreement is concluded on the basis of land that has not yet been legally released or whose status remains uncertain. In such cases, the object of the agreement is not fully determinable, and the underlying cause may be considered incompatible with the regulatory framework governing land and housing. This analysis suggests that PPJB in pre-project contexts may not only be practically unfair but could also be legally defective, potentially rendering

[27] Arivan Halim, "Kedudukan Perjanjian Pengikatan Jual Beli (PPJB) yang Dibuat Pengembang Dalam Pre Project Selling," *Justice Voice* 1, no. 2 (2022): 58. See too, Dian Apriandini, and Amad Sudiro, "Kekuatan hukum perjanjian pengikatan jual beli (PPJB) lunas yang belum mendapatkan pemecahan sertipikat dari developer yang dipailitkan," *Binamulia Hukum* 12, no. 1 (2023): 63; Liza Dameria Marbun, Budiman Ginting, and Detania Sukarja, "Tanggung Jawab Hukum Pengembang Rumah Susun Dalam Perjanjian Pengikatan Jual Beli Tanpa Sertifikat Laik Fungsi Kepada Konsumen Berdasarkan Hukum Positif Indonesia," *Recht Studiosum Law Review* 2, no. 2 (2023): 67.

[28] Arief Rahman, Wiwiek Wahyuningsih, Shinta Andriyani, and Diman Ade Mulada, "Analisis hukum kekuatan mengikat perjanjian pengikatan jual beli (PPJB) tanah," *Jurnal Fundamental Justice* 6, no. 1 (2025): 104.

[29] Dian Apriandini, and Amad Sudiro, "Kekuatan hukum perjanjian pengikatan jual beli (PPJB) lunas yang belum mendapatkan pemecahan sertipikat dari developer yang dipailitkan," *Binamulia Hukum* 12, no. 1 (2023): 61. See too, Markus Suryoutomo, Mohammad Solekhan, and Sri Murni, "Tanggung Jawab Perdata dalam Kasus Wanprestasi dan Perbuatan Melawan Hukum," *Jurnal Kolaboratif Sains* 8, no. 4 (2025): 2022.

the agreement void by operation of law. The issue is therefore not limited to imbalance but extends to the fundamental legality of the contractual arrangement itself.

The implementation of PPJB must also be viewed in light of the broader regulatory framework governing housing and strata title development. Law Number 20 of 2011 on Flats (*Undang-Undang Rumah Susun*/UURS) contains provisions that simultaneously require legal certainty regarding land status and permits, while also allowing developers to market and sell units before these requirements are fully satisfied.[30] This internal contradiction creates a legal environment in which pre-project selling is effectively legitimized despite the absence of complete legal and material readiness.[31] As a result, consumers are encouraged to enter into PPJB transactions under conditions of uncertainty, while developers are permitted to operate within a regulatory space that does not impose sufficiently strict preconditions.

The findings further indicate that the regulatory framework does not effectively control the content and enforcement of PPJB in practice. Although Kepmenpera Number 11/KPTS/1994 and related regulations provide guidance on documentation and procedural requirements, their implementation is weak, and compliance is not consistently monitored.[32] This allows developers to draft PPJB and related documents in ways that prioritize their own interests, often through standard-form contracts that limit liability and restrict consumer rights.[33] Consequently, PPJB functions less as a balanced preliminary agreement and more as a mechanism for transferring construction and financing risk to consumers during the most uncertain phase of the project.

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[30] N. R. M. Kerti, and Renti Maharaini, "Implementasi Undang-undang nomor 20 tahun 2011 tentang Rumah Susun dalam Perspektif Hukum Perlindungan Konsumen," *Jurnal Legislasi Indonesia* 15, no. 2 (2018): 44. See too, Pandam Nurwulan, "Aspek Hukum Transaksi Jual Beli Rumah Susun/Apartemen Di Daerah Istimewa Yogyakarta Kaitannya Dengan Peran Notaris-Ppat," *Jurnal Hukum Ius Quia Iustum* 22, no. 4 (2015): 681; Danish Ferdie Therik, and Elfrida Ratnawati Gultom, "Perlindungan Pembeli Apartemen Pre Project Selling: Studi Kasus Keterlambatan Serah Terima Proyek Meikarta," *Binamulia Hukum* 12, no. 2 (2023): 405; Arini Alvita, "Kepastian Hukum Bagi Konsumen Atas Perjanjian Pengikatan Jual Beli Rumah Susun," *Indonesian Notary* 3, no. 1 (2021): 15; James Yoseph Palenewen, "Penyelesaian Sengketa Pemilikan Dan Pemanfaatan Rumah Susun Berdasarkan Undang-Undang Nomor 20 Tahun 2011," *Jurnal Hukum Ius Publicum* 1, no. I (2020): 59.

[31] Mahardika Dirgantara, Maman Sudirman, and Benny Djaja, "Kedudukan Akta Notaris dalam Pengalihan Hak Hunian Perumahan yang Masih dalam Proses Pembangunan (Pre-Project Selling)," *Paradigma: Jurnal Filsafat, Sains, Teknologi, dan Sosial Budaya* 31, no. 2 (2025): 731. See too, Jihaan Nabila Zula, "Transaksi Peralihan Hak Atas Tanah dan/atau Bangunan Dalam Perjanjian Pengikatan Jual Beli (PPJB)," *Unes Journal of Swara Justisia* 8, no. 2 (2024): 339.

[32] Kementerian Negara Perumahan Rakyat, *Keputusan Menteri Negara Perumahan Rakyat Nomor 11/KPTS/1994 tentang Pedoman Perikatan Jual Beli Rumah,* (1994).

[33] Arief Rahman, Wiwiek Wahyuningsih, Shinta Andriyani, and Diman Ade Mulada, "Analisis hukum kekuatan mengikat perjanjian pengikatan jual beli (PPJB) tanah," *Jurnal Fundamental Justice* 6, no. 1 (2025): 107. See too, Siti Nurul Intan Sari Dalimunthe, and Wardani Rizkianti, "Jual beli apartemen kepada pihak ketiga atas dasar perjanjian pengikatan jual beli (PPJB)," *ADIL: Jurnal Hukum* 11, no. 1 (2020): 236.

In this context, the implementation of PPJB provisions cannot be evaluated solely in terms of formal compliance with written regulations. Rather, it must be assessed in terms of its practical effects on the allocation of risk and the protection of consumers. The evidence shows that current practices undermine the objectives of transparency, fairness, and legal certainty that underpin the regulatory framework. Instead of serving as an instrument to prepare a secure and legally sound future transaction, PPJB in pre-project sales operates as a tool that exposes consumers to disproportionate risk while providing developers with early financial benefits and legal flexibility.[34]

The implementation of PPJB provisions in pre-project sales of strata title housing reflects a significant disconnect between normative standards and practical realities. This disconnect highlights the need for a more coherent and enforceable regulatory framework that aligns contractual practices with the principles of justice, legal certainty, and consumer protection embedded in Indonesian law. Without such alignment, PPJB will continue to function as an instrument of imbalance rather than as a legitimate mechanism for facilitating equitable and secure housing transactions.

2. Dimensions of Consumer Protection in the Practice of PPJB

The analysis shows that consumer protection in the practice of *Perjanjian Pengikatan Jual Beli* (PPJB) in pre-project sales operates within a structurally unequal contractual environment, in which consumers are systematically placed in a weaker position compared to developers.[35] This imbalance is primarily reflected in the use of standard-form contracts drafted unilaterally by business actors, leaving consumers with little or no meaningful opportunity to negotiate essential terms. Although formally grounded in the principle of freedom of contract, this arrangement does not translate into substantive equality, as consumers typically lack the technical knowledge, financial resources, and legal assistance necessary to fully understand or challenge contractual provisions. As a result, the contractual relationship established through PPJB tends to reflect a disparity of power rather than a balanced agreement between equal parties.

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[34] Gusti Bagus Gilang Prawira, Yosafat Prasetya Nugraha, and Agus Sugiarto, "Kedudukan hukum akta perjanjian pengikatan jual beli (PPJB) dalam transaksi jual beli tanah," *Jurnal Education and Development* 11, no. 1 (2023): 278. See too, Dian Apriandini, and Amad Sudiro, "Kekuatan hukum perjanjian pengikatan jual beli (PPJB) lunas yang belum mendapatkan pemecahan sertipikat dari developer yang dipailitkan," *Binamulia Hukum* 12, no. 1 (2023): 65.

[35] Mahardika Dirgantara, Maman Sudirman, and Benny Djaja, "Kedudukan Akta Notaris dalam Pengalihan Hak Hunian Perumahan yang Masih dalam Proses Pembangunan (Pre-Project Selling)," *Paradigma: Jurnal Filsafat, Sains, Teknologi, dan Sosial Budaya* 31, no. 2 (2025): 736.

This structural imbalance is closely linked to the broader practice of pre-project selling, where PPJB is used to bind consumers at an early stage of the transaction. As previously noted, consumers are often required to make significant financial commitments even when land acquisition has not been completed, permits are still pending, and construction has not yet begun. In this context, consumers assume substantial economic risks without having effective control over the project or adequate guarantees regarding its completion.[36] The contractual framework does not sufficiently mitigate these risks but instead reinforces them, as key clauses related to payment obligations, timelines, and remedies are typically formulated in a way that favors developers. This condition illustrates that consumer protection issues in PPJB practice cannot be separated from the underlying structure of the transaction itself, which inherently shifts risk toward consumers.[37]

The findings further demonstrate that warranty and defect liability practices in the apartment sector tend to limit the responsibility of developers in ways that are inconsistent with the Civil Code. In practice, developers commonly provide short and varying maintenance warranty periods, such as 100, 150, or 200 days, and treat the expiry of these periods as marking the end of their responsibility. However, under the Civil Code, sellers are obligated to guarantee the object of the sale, including liability for hidden defects (*cacat tersembunyi*) and the fulfilment of all promises and guarantees stipulated in the contract. This discrepancy indicates that contractual practices in PPJB often attempt to narrow the scope of legal responsibility through standard clauses, thereby weakening the level of protection available to consumers.[38] The result is a tension between the normative protections embedded in contract law and their actual implementation in developer-drafted agreements.

At the regulatory level, Law Number 8 of 1999 on Consumer Protection (*Undang-Undang Perlindungan Konsumen*/UUPK) provides a comprehensive framework for safeguarding consumer rights.[39] The law establishes

[36] Josefa Namida Rosaria, and Devi Siti Hamzah Marpaung, "Efektivitas Penyelesaian Sengketa Konsumen Oleh Badan Penyelesaian Sengketa Konsumen (BPSK) Melalui Mediasi Dan Arbitrase," *Jurnal Justitia: Jurnal Ilmu Hukum dan Humaniora* 9, no. 3 (2022): 1186.

[37] Siti Nurul Intan Sari Dalimunthe, and Wardani Rizkianti, "Jual beli apartemen kepada pihak ketiga atas dasar perjanjian pengikatan jual beli (PPJB)," *ADIL: Jurnal Hukum* 11, no. 1 (2020): 239.

[38] Hasyim Sofyan Lahilote, "Tanggung Jawab Developer Pada Perjanjian Pengikatan Jual Beli (PPJB) Perumahan Dalam Perspektif Hukum Perlindungan Konsumen," *Jurnal Ilmiah Al-Syir'ah* 7, no. 1 (2016): 238.

[39] Miftahul Haq, and Dedy Felandry, "Prinsip strict liability pelaku usaha dalam rangka mewujudkan asas keadilan dan kepastian hukum bagi konsumen berdasarkan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen," *Jotika Research in Business Law* 3, no. 2 (2024): 89. See too, Sutan Pinayungan Siregar, "Kepastian hukum perlindungan konsumen sesuai dengan ketentuan undang-undang perlindungan konsumen," *Journal of Law, Administration, and Social Science* 4, no. 2 (2024): 229; Salsabila Putri Paramadani, Betty Rubiati, and Agus Suwandono, "Perlindungan Hukum Bagi Pembeli Rumah Susun Bukan Hunian

fundamental rights of consumers, obligations of business actors, and mechanisms for dispute resolution, including the possibility of administrative sanctions, civil liability, and access to specialized bodies such as the *Badan Penyelesaian Sengketa Konsumen* (BPSK).[40] In addition, the Civil Code provides complementary avenues for legal redress through claims based on breach of contract (wanprestasi) and tort (*perbuatan melawan hukum*), allowing consumers to seek compensation when developers fail to fulfil their obligations or engage in unlawful conduct.[41] From a doctrinal standpoint, these legal instruments collectively form a robust framework intended to protect consumers in transactions involving significant financial and legal risks.

However, the research reveals that the effectiveness of these protections in practice remains limited. Consumers often face significant barriers in accessing and utilizing available legal remedies. One major challenge is the burden of proof, which in practice remains largely on the consumer, despite doctrinal developments such as the presumption of fault and the possibility of reversing the burden of proof in consumer disputes.[42] In reality, these doctrines are not easily operationalized, particularly in complex

(Non-Hunian) Ditinjau Berdasarkan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen dan Undang-Undang Nomor 20 Tahun 2011 tentang Rumah Susun," *ACTA DIURNAL Jurnal Ilmu Hukum Kenotariatan* 4, no. 1 (2020): 2; Indonesia, *Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen (UUPK),* 1999.

[40] Agus Prayudha Dinata, Khalimi Khalimi, and Marni Emmy Mustafa, "Kepastian Hukum Badan Penyelesaian Sengketa Konsumen (BPSK) dengan Cara Arbitrase," *Blantika: Multidisciplinary Journal* 3, no. 4 (2025): 615. See too, Windi Manik, Janus Sidabalok, and Yohanes Suhardin, "Peranan Badan Penyelesaian Sengketa Konsumen (Bpsk) Sebagai Lembaga Penyelesaian Sengketa Alternatif Dengan Cara Arbitrase Di Kota Medan," *Fiat Iustitia: Jurnal Hukum* (2024): 89; Arianto Hulu, AA Laksmi Sagung Dewi Ni, and Made Sukaryati Karma, "Peran Badan Penyelesaian Sengketa Konsumen (BPSK) dalam Penyelesaian Sengketa Konsumen (Studi Kasus: Putusan BPSK Badung No. 01/AP/BPSK/IV/2016)," *Jurnal Preferensi Hukum* 1, no. 2 (2020): 29.

[41] Vicky Caesar Elang Palar, and Mohamad Fajri Mekka, "Wanprestasi Terhadap Akta Perjanjian Pengikatan Jual Beli (PPJB) Rumah Susun yang Dibuat oleh Notaris," *AL-MANHAJ: Jurnal Hukum Dan Pranata Sosial Islam* 5, no. 1 (2023): 37. See too, Muhammad Utama Karami, and Mohamad Fajri Mekka Putra, "Perlindungan Hukum Terhadap Para Pihak Dalam Perjanjian Pengikatan Jual Beli Rumah Susun Yang Dibuat Oleh Notaris Akibat Wanprestasi," *Palar (Pakuan Law review)* 9, no. 4 (2024): 31; Natalia Salim, and Endang Pandamdari, "Tanggung Jawab Developer Terhadap Konsumen Akibat Wanprestasi Dalam Penyerahan Unit Apartemen Pluit Sea View Berdasarkan Perjanjian Pengikatan Jual Beli," *Jurnal Hukum Adigama* 2, no. 2 (2019): 1313; Syaiful Badri, Pristika Handayani, and Tri Anugrah Rizki, "Ganti rugi terhadap perbuatan melawan hukum dan wanprestasi dalam sistem hukum perdata," *Jurnal USM Law Review* 7, no. 2 (2024): 979; Arya Alvesaldy, "Pertanggungjawaban Penyedia Jasa Konstruksi yang Melakukan Tindakan Wanprestasi terhadap Konsumen," *Jurnal Kontekstualisasi Hukum dan Masyarakat* 6, no. 3 (2025): 232.

[42] Windi Manik, Janus Sidabalok, and Yohanes Suhardin, "Peranan Badan Penyelesaian Sengketa Konsumen (Bpsk) Sebagai Lembaga Penyelesaian Sengketa Alternatif Dengan Cara Arbitrase Di Kota Medan," *Fiat Iustitia: Jurnal Hukum* (2024): 92. See too, Josefa Namida Rosaria, and Devi Siti Hamzah Marpaung, "Efektivitas Penyelesaian Sengketa Konsumen Oleh Badan Penyelesaian Sengketa Konsumen (BPSK) Melalui Mediasi Dan Arbitrase," *Jurnal Justitia: Jurnal Ilmu Hukum dan Humaniora* 9, no. 3 (2022): 1183.

cases involving technical construction issues, contractual interpretation, and regulatory compliance. Consumers frequently lack the evidence, expertise, and resources necessary to substantiate their claims, making it difficult to pursue litigation or even alternative dispute resolution effectively.[43]

In addition to evidentiary challenges, procedural and institutional factors further weaken consumer protection. Litigation is often perceived as time-consuming, costly, and uncertain, which discourages consumers from seeking formal legal remedies. Although BPSK offers a more accessible forum for dispute resolution, its effectiveness in handling complex housing disputes remains limited, particularly when cases involve large-scale projects, multiple regulatory regimes, and significant financial stakes. As a result, many consumers are unable to enforce their rights in practice, even when clear legal violations have occurred. This gap between formal rights and practical enforceability highlights a critical weakness in the current consumer protection framework.

The analysis also indicates that consumer protection in PPJB practice is undermined by a lack of integration between different areas of law. Housing law, consumer protection law, and contract law operate as separate regimes, each with its own principles and enforcement mechanisms, but without sufficient coordination. For example, while UUPK emphasizes consumer rights and liability of business actors, housing regulations focus on development procedures and technical requirements, and contract law prioritizes formal validity and freedom of agreement. This fragmentation creates opportunities for developers to navigate between legal regimes and exploit inconsistencies, thereby weakening the overall effectiveness of consumer protection.

Moreover, the standard-form nature of PPJB contracts allows developers to incorporate clauses that limit liability, restrict refund rights, or impose unfavorable conditions on consumers, often without meaningful oversight.[44] Although UUPK prohibits unfair standard clauses, enforcement of these provisions remains inconsistent, and many consumers are unaware of their rights or unable to challenge such clauses effectively. This situation demonstrates that the existence of protective norms alone is insufficient; what is required is a system that ensures these norms are implemented consistently and can be accessed by consumers in practice.

[43] Halida Zia, and Khaidir Saleh, "Eksistensi Badan Penyelesaian Sengketa Konsumen Dalam Menyelesaikan Sengketa Konsumen di Indonesia," *Datin Law Jurnal* 3, no. 1 (2022): 354.

[44] Jihaan Nabila Zula, "Transaksi Peralihan Hak Atas Tanah dan/atau Bangunan Dalam Perjanjian Pengikatan Jual Beli (PPJB)," *Unes Journal of Swara Justisia* 8, no. 2 (2024): 342. See too, Hasyim Sofyan Lahilote, "Tanggung Jawab Developer Pada Perjanjian Pengikatan Jual Beli (PPJB) Perumahan Dalam Perspektif Hukum Perlindungan Konsumen," *Jurnal Ilmiah Al-Syir'ah* 7, no. 1 (2016): 236.

From a broader perspective, these findings reflect a deeper misalignment between the normative objectives of consumer protection and the realities of housing transactions in Indonesia. While the legal framework formally recognizes the need to protect consumers, particularly in high-risk transactions such as pre-project sales, its implementation does not fully address the structural inequalities inherent in these transactions.[45] The result is a system in which consumer protection remains largely reactive, addressing disputes after harm has occurred, rather than preventive, ensuring fairness and transparency from the outset.

3. Formulation of a More Balanced Contractual and Regulatory Framework

The imbalance identified in contractual practice, combined with regulatory inconsistencies and weak institutional enforcement, demonstrates the need for a comprehensive reformulation of both contract design and regulatory structure. Such reform must not only address technical deficiencies in documentation and procedure but also realign the legal framework with the broader normative principles of justice, legal certainty, and legal protection, as well as Indonesia's constitutional commitment to a welfare-state model that guarantees access to adequate housing.[46]

At the contractual level, the study proposes the adoption of a proportionality-based approach in the formulation of PPJB. This approach requires that the distribution of rights, obligations, and risks between developers and consumers be proportionate to their respective positions, capacities, and levels of control over the transaction.[47] In the current practice, consumers are required to bear significant financial risks at an early stage, while developers retain discretion over key aspects of project execution, including construction timelines, land acquisition, and regulatory compliance. A proportionality-based contract model seeks to correct this imbalance by ensuring that obligations imposed on consumers are matched by corresponding guarantees and responsibilities on the part of developers.

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[45] Diah Ayu Saraswita, "Perjanjian Pengikatan Jual Beli Dalam Praktik Pre Project Selling," *Jurnal Media Hukum Dan Peradilan* 5, no. 2 (2019): 227. See too, Nadhifah Thufailah Azka, and Budi Hermono, "Tinjauan Yuridis Objek Pada Perjanjian Pendahuluan Jual Beli (PPJB) Apartemen yang Ditawarkan dengan Sistem Pre Project Selling," *Novum: Jurnal Hukum* 9, no. 03 (2022): 155.

[46] Natalia Salim, and Endang Pandamdari, "Tanggung Jawab Developer Terhadap Konsumen Akibat Wanprestasi Dalam Penyerahan Unit Apartemen Pluit Sea View Berdasarkan Perjanjian Pengikatan Jual Beli," *Jurnal Hukum Adigama* 2, no. 2 (2019): 1315.

[47] Arivan Halim, "Kedudukan Perjanjian Pengikatan Jual Beli (PPJB) yang Dibuat Pengembang Dalam Pre Project Selling," *Justice Voice* 1, no. 2 (2022): 59. See too, Natalia Salim, and Endang Pandamdari, "Tanggung Jawab Developer Terhadap Konsumen Akibat Wanprestasi Dalam Penyerahan Unit Apartemen Pluit Sea View Berdasarkan Perjanjian Pengikatan Jual Beli," *Jurnal Hukum Adigama* 2, no. 2 (2019): 1317.

In practical terms, this requires the establishment of clearer and stricter substantive requirements for both booking documents and PPJB.[48] As indicated in the findings, existing booking letters often fail to include essential elements mandated by Kepmenpera Number 11/KPTS/1994, such as detailed building specifications and completion schedules. A reformed framework should require that all critical information be included in legally binding documents from the outset, rather than being relegated to non-binding marketing materials. In addition, PPJB should only be executed once minimum legal and factual conditions have been satisfied, particularly with regard to land status and key permits. This would prevent the current practice of binding consumers to transactions that are not yet legally or materially secure.

Another crucial element of a balanced contractual framework concerns the regulation of payment structures and refund mechanisms. The findings show that booking fees and instalment payments are often treated as non-refundable, even in situations where projects fail to proceed or financing is not approved. This practice places disproportionate financial risk on consumers and contradicts the protective intent of Kepmenpera Number 11/KPTS/1994. A reformed system should mandate clear and enforceable refund provisions, ensuring that consumers are not penalized for circumstances beyond their control, such as the rejection of KPA or failure of the developer to meet preconditions. Similarly, contractual clauses relating to delays, project failure, and defect liability must be standardized to reflect principles of fairness, good faith, and accountability.

The reformulation of PPJB must also address the widespread use of standard-form contracts that limit developer liability and restrict consumer rights. While standardization can enhance efficiency, it should not be used as a tool to impose one-sided obligations.[49] In line with Law Number 8 of 1999 on Consumer Protection (UUPK), clauses that unfairly limit liability, exclude essential rights, or impose disproportionate penalties should be explicitly prohibited and subject to strict enforcement.[50] This requires not only clearer

[48] Hasyim Sofyan Lahilote, "Tanggung Jawab Developer Pada Perjanjian Pengikatan Jual Beli (PPJB) Perumahan Dalam Perspektif Hukum Perlindungan Konsumen," *Jurnal Ilmiah Al-Syir'ah* 7, no. 1 (2016): 232.

[49] Arief Rahman, Wiwiek Wahyuningsih, Shinta Andriyani, and Diman Ade Mulada, "Analisis hukum kekuatan mengikat perjanjian pengikatan jual beli (PPJB) tanah," *Jurnal Fundamental Justice* 6, no. 1 (2025): 109. See too, Jihaan Nabila Zula, "Transaksi Peralihan Hak Atas Tanah dan/atau Bangunan Dalam Perjanjian Pengikatan Jual Beli (PPJB)," *Unes Journal of Swara Justisia* 8, no. 2 (2024): 345.

[50] Miftahul Haq, and Dedy Felandry, "Prinsip strict liability pelaku usaha dalam rangka mewujudkan asas keadilan dan kepastian hukum bagi konsumen berdasarkan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen," *Jotika Research in Business Law* 3, no. 2 (2024): 91. See too, Sutan Pinayungan Siregar, "Kepastian hukum perlindungan konsumen sesuai dengan ketentuan undang-undang perlindungan konsumen," *Journal of Law, Administration, and Social Science* 4, no. 2 (2024): 231; Sausan Yodiniya, Yani Pujiwati, and

regulatory guidelines on permissible contract content but also active supervision to ensure compliance. In this context, PPJB should be reconceptualized as a protective legal instrument that facilitates balanced transactions, rather than as a mechanism for transferring risk.

At the regulatory level, the study identifies the need to address inconsistencies within Law Number 20 of 2011 on Flats (UURS) and related implementing regulations. As previously discussed, UURS simultaneously requires legal certainty regarding land status and permits while allowing developers to market and sell units before these conditions are fully satisfied.[51] This contradiction creates a regulatory environment that legitimizes pre-project selling under conditions of uncertainty, thereby undermining consumer protection. Reform efforts should focus on clarifying and harmonizing these provisions, particularly by establishing clear thresholds that must be met before developers are permitted to engage in pre-project sales. Such thresholds may include verified land ownership or control, essential permits, and minimum levels of construction readiness.

In addition to substantive legal reform, institutional strengthening is essential to ensure the effective implementation of consumer protection norms. The findings indicate that government supervision of developer compliance remains limited, and that complaint mechanisms available to consumers are fragmented and often ineffective. To address this, the study proposes the establishment of a dedicated unit within the housing ministry tasked with receiving, processing, and resolving consumer complaints related to strata title housing. This unit should operate in coordination with existing bodies, such as local governments and dispute resolution institutions, to provide a clear and accessible pathway for consumers seeking redress.[52]

Strengthening supervision across the entire life cycle of housing projects is also critical. Regulatory oversight should not be limited to the licensing stage but should extend to marketing practices, pre-project sales, contract

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Betty Rubiati, "Hak Milik Atas Satuan Rumah Susun Untuk Pertokoan Dengan Status Hak Guna Bangunan Di Atas Hak Pengelolaan Dikaitkan Dengan Undang-Undang Nomor 20 Tahun 2011 Tentang Rumah Susun," *ACTA DIURNAL Jurnal Ilmu Hukum Kenotariatan* 3, no. 2 (2020): 245.

[51] N. R. M. Kerti, and Renti Maharaini, "Implementasi Undang-undang nomor 20 tahun 2011 tentang Rumah Susun dalam Perspektif Hukum Perlindungan Konsumen," *Jurnal Legislasi Indonesia* 15, no. 2 (2018): 46. See too, Arini Alvita, "Kepastian Hukum Bagi Konsumen Atas Perjanjian Pengikatan Jual Beli Rumah Susun," *Indonesian Notary* 3, no. 1 (2021): 12; Ina Budhiarti Supyan, "Perlindungan Hukum Bagi Penghuni Satuan Rumah Susun di Bidang Pengelolaan Rumah Susun di Bandung dihubungkan dengan Undang-Undang Nomor 20 tahun 2011 tentang Rumah Susun," *Jurnal Wawasan Hukum* 34, no. 1 (2016): 89; Stifer Bungangu, "Tinjauan Yuridis Atas Kepemilikan Rumah Susun Menurut Undang-undang Nomor 20 Tahun 2011," *Lex Privatum* 5, no. 3 (2017): 156539; Indonesia, *Undang-Undang Nomor 20 Tahun 2011 tentang Rumah Susun (UURS),* (2011).

[52] Halida Zia, and Khaidir Saleh, "Eksistensi Badan Penyelesaian Sengketa Konsumen Dalam Menyelesaikan Sengketa Konsumen di Indonesia," *Datin Law Jurnal* 3, no. 1 (2022): 356.

execution, construction progress, and final handover. This comprehensive approach would enable early detection of irregularities and prevent harm to consumers before it escalates into disputes. Furthermore, sanctions available under UURS and UUPK including administrative measures, suspension of activities, revocation of permits, and criminal penalties must be applied consistently to ensure deterrence and accountability.

Another important aspect of reform is the harmonization of housing law, consumer protection law, and contract law into a coherent legal framework. As the findings show, the current fragmentation between these regimes allows inconsistencies to persist and reduces the overall effectiveness of consumer protection. A more integrated approach would ensure that principles of consumer protection are embedded within housing regulations and that contractual doctrines are interpreted in light of public-interest considerations. This harmonization is essential for creating a legal environment in which different areas of law reinforce, rather than undermine, each other.

From a broader normative perspective, the proposed reforms are grounded in Indonesia's welfare-state framework and constitutional mandate to guarantee access to adequate housing. Housing is not merely a market commodity but a fundamental component of human dignity and social justice. Therefore, the legal system must ensure that housing transactions, including pre-project sales, are conducted in a manner that protects the rights and interests of consumers, particularly those in weaker positions. Applying the principles of justice, legal certainty, and legal protection, as articulated in the theoretical framework of this study, the proposed model seeks to rebalance the relationship between developers and consumers and to ensure that legal rules operate in accordance with their intended protective function.

The proportionality-based approach also aligns with the concept of law as a tool of social engineering in Indonesian legal thought. By actively shaping contractual relations and market behavior, law can guide the housing sector toward more equitable and sustainable outcomes. This requires not only the formulation of clear rules but also their consistent enforcement and adaptation to changing conditions. In this sense, the reformulation of PPJB and its regulatory framework represents not merely a technical adjustment but a broader effort to align legal practice with the values and objectives of a democratic welfare state.[53]

The formulation of a more balanced contractual and regulatory framework for PPJB in pre-project sales requires a comprehensive approach

[53] Gusti Bagus Gilang Prawira, Yosafat Prasetya Nugraha, and Agus Sugiarto, "Kedudukan hukum akta perjanjian pengikatan jual beli (PPJB) dalam transaksi jual beli tanah," *Jurnal Education and Development* 11, no. 1 (2023): 279. See too, Siti Nurul Intan Sari Dalimunthe, and Wardani Rizkianti, "Jual beli apartemen kepada pihak ketiga atas dasar perjanjian pengikatan jual beli (PPJB)," *ADIL: Jurnal Hukum* 11, no. 1 (2020): 232.

that integrates contractual reform, regulatory clarification, institutional strengthening, and normative alignment. By adopting a proportionality-based model, strengthening supervision and enforcement, and harmonizing relevant areas of law, the legal system can transform PPJB from an instrument of imbalance into a mechanism that ensures fairness, legal certainty, and effective consumer protection in Indonesia's strata title housing sector.[54]

Finally, the findings have important implications for both law enforcement and legal development. Existing civil, administrative, and criminal sanctions under UURS and UUPK must be applied more consistently to ensure a real deterrent effect against unlawful pre-project selling and contractual breaches, supported by stronger supervision and more effective roles for BPSK and the courts.[55] At the same time, there is a need to harmonize housing, consumer, and land law to reduce fragmentation, including revising contradictory provisions in UURS and updating regulations on PPJB to incorporate proportionality and transparency. Strengthening public legal awareness is also essential so that consumers can better understand and enforce their rights. Together, these steps would help translate constitutional and justice-based principles into more effective and equitable consumer protection.

D. Conclusion

This study examines the regulation of pre-project sales of strata title housing units in Indonesia through *Perjanjian Pengikatan Jual Beli* (PPJB), focusing on its implementation, consumer protection dimension, and the need for a more balanced contractual and regulatory framework. The findings reveal a significant divergence between the normative function of PPJB and its practical use. While PPJB is intended to prepare a lawful transfer of property rights, in practice it is often used to bind consumers at an early stage when land status, permits, and construction remain incomplete. This creates a structural imbalance in which consumers bear substantial financial risks, while developers' obligations remain uncertain.

The study further finds that consumers occupy a structurally weaker position due to disparities in bargaining power, legal knowledge, and access to resources. Standard-form PPJB and warranty clauses drafted unilaterally by developers often limit liability and undermine principles of fairness, good faith,

[54] Dian Apriandini, and Amad Sudiro, "Kekuatan hukum perjanjian pengikatan jual beli (PPJB) lunas yang belum mendapatkan pemecahan sertipikat dari developer yang dipailitkan," *Binamulia Hukum* 12, no. 1 (2023): 68. See too, Jihaan Nabila Zula, "Transaksi Peralihan Hak Atas Tanah dan/atau Bangunan Dalam Perjanjian Pengikatan Jual Beli (PPJB)," *Unes Journal of Swara Justisia* 8, no. 2 (2024): 347.

[55] Agus Prayudha Dinata, Khalimi Khalimi, and Marni Emmy Mustafa, "Kepastian Hukum Badan Penyelesaian Sengketa Konsumen (BPSK) dengan Cara Arbitrase," *Blantika: Multidisciplinary Journal* 3, no. 4 (2025): 618.

and legal certainty, creating tension with the Civil Code and the Consumer Protection Law. These issues are compounded by regulatory and institutional gaps, including contradictory provisions in the Law on Apartment Units (UURS), developer-oriented ministerial regulations, and weak supervision and complaint-handling mechanisms.

To address these problems, the study proposes a proportionality-based framework for redesigning PPJB, ensuring a fair allocation of risks and obligations between developers and consumers. It recommends reviewing problematic provisions in UURS, strengthening minimum requirements for PPJB documentation, and enhancing regulatory oversight, particularly in verifying land status and permits before marketing. Improving access to dispute resolution and enforcing consumer protection norms more effectively are also essential. These reforms reflect the broader view of housing contracts as part of welfare-state responsibility, where law must ensure fairness and legal certainty. This study is limited by its normative and doctrinal approach, without extensive empirical analysis or comparative perspectives. Future research should incorporate empirical studies on consumer experiences, judicial practice, and alternative regulatory models from other jurisdictions. Such work would deepen understanding of how legal frameworks operate in practice and support more effective consumer protection in pre-project housing transactions.

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