Volume 4 No. 4, October 2025 ISSN: 2828-4836



Legal Protection Guarantee on the Effect... (Kirana Dian Dini)

# Legal Protection Guarantee on the Effect of Home Ownership Credit Consumers the Deed Which Was Made by a Notary in Pekanbaru

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**Abstract.** This study aims to determine and analyze the role of Notaries in ensuring legal protection for Home Ownership Credit consumers in Pekanbaru and to determine and analyze the legal efforts made by consumers in the implementation of Home Ownership Credit in Pekanbaru. The research approach method used in this thesis is an empirical legal research method. The specifications of this study use descriptive analysis. The types of data used in this study are primary data which include the 1945 Constitution; Law No. 2 of 2014; Mortgage Law; Civil Code; Law No. 8 of 1999; Basic Agrarian Law; Law No. 1 of 2011; as well as secondary data containing books and other supporting documents. Research data collection using interview techniques and document studies or library materials. The data analysis method used in analyzing the data is qualitative analysis. The results of the study indicate that Notaries play a crucial role in securing the fulfillment of the legal requirements for subsidized home ownership deeds. In this study, it can be concluded that the role of a notary is related to the legalized subsidized home credit agreement deed, which must fulfill all applicable provisions and regulations so that its legal validity and completeness are met. Legal protection for third parties in the implementation of credit for objects of mortgage guarantee is regulated in Article 1 paragraph (1) No. 8 of 1999 concerning the Consumer Protection Law.

**Keywords:** Guarantee; Legal; Notary; Protection.

#### 1. Introduction

Legal protection is one of the fundamental functions of law, aimed at guaranteeing individual rights from all forms of violation. Satjipto Rahardjo defines legal protection as the state's effort to protect society from injustice through legal instruments. The philosophical basis is based on the principles of human rights, Article 28G paragraph 1 of the 1945 Constitution states that:

"Everyone has the right to protection of themselves, their families, their honor, their dignity and the property under their control, and has the right to a sense of security and protection from the threat of fear to do or not do something that is a basic human right."

Article 28G paragraph 1 of the 1945 Constitution is one of the articles that regulates human rights, specifically the right to protection of self and property. The philosophical basis of this article is to guarantee that everyone has the right to protect themselves and their property from threats or unauthorized interference. Legal protection is a form of protection provided to legal subjects in the form of both preventive and repressive instruments, both verbal and written.<sup>2</sup>

The Notary Position Regulation (PJN) is a regulation regarding the Notary Position in Indonesia which is a translation from Dutch, in which Article 1 contains the definition of Notary, Notary is a public official who is the only one authorized to make authentic deeds regarding all actions, agreements and determinations required by a general regulation. This can be seen as stated in Article 1870 of the Civil Code which states that an authentic deed provides perfect evidence between the parties and their heirs or those who receive rights from them regarding what is contained therein. Herein lies the important meaning of the Notary profession, namely that he is authorized by law to create perfect means of proof, in the sense that what is stated in the authentic deed is essentially considered true. 4

Consumer protection is a matter of human interest and a hope for all nations in the world to realize it. Achieving consumer protection means realizing a multidimensional relationship that is interdependent with each other between consumers, businesses, and the government. In Law Number 8 of 1999 concerning Consumer Protection, it is stated that "National development aims to realize a just and prosperous society that is materially and spiritually equitable in an era of economic democracy based on Pancasila and the 1945 Constitution."

The sale and purchase agreement is regulated in Articles 1457-1540 of the Civil Code and is an agreement that people always make every day, but because it is

<sup>&</sup>lt;sup>1</sup>Sabiq Muj'taba, Dahniarti Hasana, 2025, Legal Protection for Children Born from Mixed Marriages Between Indonesian Citizens and Foreign Nationals Living in Indonesia, Journal Vol 4 no 3, Unissula, Semarang.

<sup>&</sup>lt;sup>2</sup>Wahyu Simon Tampubolon, 2016, Legal Protection Efforts for Consumers Reviewed from the Consumer Protection Law | Journal, Scientific Advocacy, No. 1, Vol. 4.

<sup>&</sup>lt;sup>3</sup>GHS Lumban Tobing, 1992, "Regulations on the Position of Notary", Erlangga, Jakarta. p.31.

<sup>&</sup>lt;sup>4</sup>Rahmad Hendra, Notary's Responsibility for Authentic Deeds to which the Applicant is the Applicant. (Using Fake Identities in Pekanbaru City, Journal of Legal Studies Volume 3 No. 1, p. 9.

done so often that they are not aware that this regulation is contained in the Civil Code. The sale and purchase agreement is intended to transfer ownership of an item in exchange or counter-performance in the form of money. If the counter-performance is not money, then it is no longer a sale and purchase agreement but an exchange agreement. According to Abdul Kadir Muhammad, the definition of Article 1313 of the Civil Code states that an agreement is an agreement by which two or more people bind themselves to carry out something in the field of wealth.<sup>5</sup>

A common issue in home ownership loans is default. This default occurs in various forms and for various reasons. One common default is failure to make debt payments or installments, citing the house's construction quality as not meeting the specifications offered by the developer prior to the transaction. Based on this reason, the borrower then defaults by failing to make installment payments.

However, there are also consumers who default on their home loan payments to business owners. For example, they fail to meet the agreed due date in the credit purchase agreement and are in arrears in their home payments, such as canceling the purchase because the consumer does not meet the conditions stated in the initial agreement. Then there are also defaults from the company, such as a house that does not meet the consumer's expectations. For example, there are cracks due to inadequate building materials used by the builder, the environment is prone to flooding, and so on. Therefore, the author wants to examine legal protection for consumers due to defaults by developers against consumers and vice versa.

The purpose of this study is to determine and analyze the role of notaries in ensuring legal protection for home ownership credit consumers in Pekanbaru. Based on this description, the author is interested in researching the implementation of legal protection for consumers and explaining it in the form of a scientific study entitled "Guarantee of Legal Protection for Home Ownership Credit Consumers Whose Deeds Are Prepared by Notaries in Pekanbaru."

#### 2. Research methods

Empirical Legal Research is a legal approach that utilizes empirical facts derived from human behavior, both verbal behavior obtained through interviews and actual behavior through direct observation. Empirical research is also used to observe the results of human behavior in the form of physical remains and archives. The analysis method used by the author is descriptive qualitative

<sup>&</sup>lt;sup>5</sup>H. Achmad Busro, 2011, Contract Law Based on Book II of the Civil Code, Pohon Cahaya Edition/Printing 1, Yogyakarta, pp. 71-72

<sup>&</sup>lt;sup>6</sup>Mukti Fajar and Yulianto Achmad, 2010, Dualism of Empirical & Normative Legal Research, Pustaka Pelajar, p.280.

analysis, presented descriptively. The descriptive qualitative analysis method analyzes, describes, and summarizes various conditions and situations from various data collected in the form of interviews or observations regarding the problem being studied that occurs in the field.<sup>7</sup>

Data collection methods are divided into two: primary and secondary data collection. Primary data collection, that is, the data collection method in empirical legal research, involves three techniques, either used individually or in combination. These three techniques are interviews, questionnaires, and observation.<sup>8</sup>

#### 3. Results and Discussion

# 3.1. The Role of Notaries in Ensuring Legal Protection for Mortgage Consumers in Pekanbaru

Notaries play a crucial role in ensuring the legal requirements for subsidized home ownership deeds are met. The notary's role relates to the legalization of subsidized home loan agreements, which must comply with all applicable provisions and regulations to ensure their legal validity and completeness.

According to Mrs. Sari Melisa SH, M.Kn Notary in Kampar Regency, Riau Province In accordance with Law Number 2 of 2014 concerning the Position of Notary. A notary is an official appointed by the State who is authorized by the State to make an authentic deed, an authentic deed itself is an original deed whose authenticity, the validity of the parties' signatures, no longer needs to be questioned. An authentic deed is a very perfect deed. The role of a notary is to make the authentic deed, the notary is given a mandate by law to complete an authentic deed, the parties must be present to sign before the notary by showing the identity of each party, then the notary sees the identity of the parties. The deeds made are in the form of agreement deeds, guarantee deeds, powers of attorney, and deeds required by the bank for the mortgage process.

A notary's authority is limited to issuing deeds. Any unfair or non-transparent practices toward consumers are a matter between the consumer and the bank. The bank ensures that the item purchased by the consumer is genuine and secure.

Notaries must ensure that subsidized housing loan agreements comply with the Notary Law, the Banking Law, Presidential or Ministerial Regulations concerning subsidized housing, regional regulations, the Civil Code, and Bank Indonesia Circulars concerning down payment and interest rates on subsidized mortgages.

<sup>&</sup>lt;sup>7</sup>I Made Mertha Jaya, 2020, Quantitative and Qualitative Research Methods, Quandrant, Yogyakarta.

<sup>&</sup>lt;sup>8</sup>Abdul Kadir Muhammad, 2004, Law and Legal Research, PT. Citra Aditya Bakti, Bandung, p. 155.

If a subsidized mortgage agreement violates these provisions, it may be voided or become the subject of a dispute, detrimental to the parties.

Thus, based on field findings, notaries bear a significant responsibility to ensure the validity and completeness of legalized subsidized housing mortgage contracts, ensuring they comply with applicable laws and regulations, ensuring legal certainty and legal protection for all parties involved. Field findings indicate that if a credit or sale agreement notarized by a notary fails to meet the requirements, it can result in the cancellation or annulment of the agreement, which is detrimental to all parties. Therefore, notaries play a role in ensuring compliance with contract requirements to protect the interests of banks, subsidy providers, and housing subsidy recipients in accordance with applicable law.

In the mortgage granting process, a notary plays an important role in ensuring legality and legal certainty, including:<sup>9</sup>

- a. Preparation of Credit Agreement Deed. The notary prepares a credit agreement between the bank and the debtor, which contains terms and conditions regarding the rights and obligations of both parties. This agreement includes the credit amount, interest, tenor, and installment payment obligations;
- b. Preparation of a Mortgage Deed. Because mortgages usually involve collateral in the form of the house being financed, the notary is also responsible for preparing the deed.
- c. Deed of mortgage encumbrance. This deed provides legal certainty to the bank that the house can be sold as collateral in the event of default by the debtor;
- d. Validation of Authentic Documents. All mortgage-related documents, such as land certificates and down payment receipts, will be reviewed and legalized by a notary. This is to ensure the documents are authentic and comply with applicable laws.
- e. Providing Legal Explanations to Debtors. A notary is responsible for explaining to debtors the legal consequences of a mortgage agreement, including their rights and obligations. This ensures that the debtor fully understands the agreement they have made.

When drafting an agreement, a notary must read the contents of the deed and explain in detail the obligations of each party. If a consumer takes out a mortgage, they are obligated to make timely installment payments. Furthermore, they must prepare all original documents, and their rights are to obtain the rights stipulated in the agreement, namely the house. Furthermore, the consumer's rights are guaranteed by the APHT (Mortgage Grant Deed). If the

<sup>&</sup>lt;sup>9</sup>Nabila Salsabila, Siti Malikhatun Badriyah, 2025, Legal Review of the Role and Responsibilities of Notaries in Home Ownership Credit | Journal, Semarang, vol 18 no 3, p. 725.

consumer defaults, the bank does not immediately auction it off, as the consumer's rights are bound by the APHT (Mortgage Grant Deed).

Meanwhile, research into the object of the contract includes tracing the ownership and validity of the legal documents for the subsidized house/property that is the object of financing as stated in the contract. This also includes ensuring the authority of the parties to enter into a contract and sign the subsidized housing financing contract, such as ensuring that the bank has the authority to distribute subsidized home ownership credit and that the buyer has the right to receive housing subsidies from the government. The implementation of this research serves to prevent the occurrence of breach of promise or default in the contract in the future so that the parties' interests are protected in accordance with applicable law.

According to Mrs. Sari Melisa SH, M.Kn, Notary in Kampar Regency, Riau Province, the steps taken to ensure that the KPR agreement is in accordance with applicable laws and regulations, the parties must comply with Article 1320 of the Civil Code:

- a. There is an agreement, what is meant by agreement here is an agreement made by the parties who agree, the first party is called the "debtor" and the second party is the "bank". The first and second parties agree to a contract. The second party provides a loan, which the first party uses to purchase a mortgage-backed house.
- b. Skills, notary will determine whether the parties are legally competent. Legal competence refers to the parties' authority to purchase an object. There's a difference between legal competence and authority. A legally competent person isn't necessarily authorized, and an authorized person isn't necessarily legally competent. This means a legally competent person isn't authorized to sell an object that doesn't belong to them. Similarly, a minor is authorized to sell an asset but isn't legally competent (underage) to conduct the sale. Legal incompetence can also be defined as a lack of reasoning. Based on this legal competence, the notary will examine the parties' documents.
- c. Object of agreement, notary the notary will ensure the property being traded exists and is valid by reviewing the original certificate. The notary will then check with the National Land Agency to ensure there are no issues, disputes, other collateral, overlapping rights, and other matters.
- d. Because it is halal, the object being traded is something that is not prohibited by law. It is true that the objects being traded belong to the developer.

The notary then verifies the validity of the agreement and informs the purchaser that the item is secured by a bank guarantee.

This demonstrates that notaries play a crucial role in ensuring the validity of contracts under both positive and Islamic law. This aims to protect the interests of the parties and avoid future disputes. Notaries play a vital role in ensuring the validity of subsidized home ownership financing contracts, both under applicable positive law in Indonesia and in accordance with Islamic sharia principles. Ensuring the validity of contracts from these two regulatory dimensions is necessary to ensure that notaries' contracts provide legal certainty, legal protection, and avoid potential disputes for the parties involved in subsidized property financing agreements in the future. In carrying out their role, notaries ensure that contracts comply with the Civil Code, laws and regulations related to banking and housing subsidies, and fatwas and provisions of the Indonesian Ulema Council's National Sharia Council (MUI) governing Islamic transactions.

From the results of the study, according to the author, the guarantee of legal protection that can be provided by a notary to consumers of Home Ownership Credit (KPR) is by making documents related to the KPR process. Notaries play an important role in ensuring the legality and legal certainty in the KPR process, such as making credit agreement deeds, making mortgage guarantee deeds, mortgage encumbrance deeds, authentic document validation, providing legal explanations to debtors so that debtors understand the legal consequences of the KPR agreement, including their rights and obligations. Thus, debtors fully understand the agreement that has been made.

# 3.2. Legal Actions Taken by Consumers in the Implementation of Home Ownership Credit in Pekanbaru

In general, the obstacles or barriers faced in the implementation of UPK are: because the level of consumer awareness of their rights is still low; low consumer education; no party has touched on how to prepare Indonesian consumers to face the free market; still weak supervision in the field of standardization of product quality; weak product legislation; wrong perceptions of business actors regarding consumer protection will cause losses.<sup>10</sup>

In providing consumer protection in Indonesia, it is carried out based on the following principles, namely the principle of benefit, the principle of justice, the principle of balance, the principle of security and consumer safety, and the principle of legal certainty.

The buyer's efforts to address the developer's breach of contract in a home sale and purchase agreement in Pekanbaru demonstrate that the developer's responsibilities in the home sale and purchase agreement between the developer and the consumer typically include the provision of facilities as promised by the developer. In the sales and purchase agreement clause, the

<sup>&</sup>lt;sup>10</sup>Niru Anita Sinaga, Nunuk Sulisrudatin, 2015, Implementation of Consumer Protection in Indonesia, Scientific Journal of Aerospace Law, Volume 5, number 2.

Jurnal Konstatering (JK) ISSN: 2828-4836

developer's responsibilities are placed on the building construction and building facilities.

Disputes in the sale and purchase of condominium units typically arise from a mismatch between the developer and the consumer, particularly in civil disputes, which involve a breach of contract. A civil dispute is a matter or dispute that arises between a developer and the consumer involved. It typically involves a violation of the developer's rights, resulting in losses for the buyer. This can be resolved amicably outside of court and in court.

The claim for liability against the developer is as follows: The buyer has filed a complaint with the developer. The developer then explained to the consumer the technical issues they encountered. The problem was caused by negligence on the part of the construction workers due to the large number of buildings to be built. The consumer's efforts to regain their rights are as follows:

- 1) Convey directly to the developer verbally about the condition of the house he is buying, several times before the consumer leaves. Complaints made by consumers must be handled in a courteous manner and must involve discussing the damages suffered by the consumer.
- 2) Even though they suffer losses due to default, this does not mean that consumer complaints will immediately receive a response, let alone be followed up. Consumer complaints must receive a positive response from the developer, as an indication of the developer's good faith, especially regarding the provision of compensation as a form of responsibility by the business actor.

In addition, the developer also provided feedback regarding the actions taken by consumers, namely:

- 1) In response to the efforts made by the consumer, the developer gave a warning to the contractor by giving a verbal warning regarding the work carried out by the contractor.
- 2) Another form of accountability after reprimanding the contractor, the developer sends a team to the consumer's location to see directlyWhat damage needs to be repaired at the consumer's home?
- 3) After sending a team to the consumer's location and hearing the results of the condition of the house occupied by the consumer, the developer invited the consumer to his office to discuss the damage suffered by the consumer.
- 4) Consumers, developers, and contractors sit together to discuss solutions regarding the damage experienced by consumers, by providing options for repairing the homes occupied by consumers.

5) After sitting together and determining the best solution for the case of house damage experienced by consumers, the developer in good faith...will repair any damage to the house so that consumers can occupy the house properly and decently.

We can see that the house occupied by the consumer is indeed damaged, and efforts have been made by the consumer to obtain the form of accountability expected by the consumer, the developer immediately made repairs as soon as possible to the house at this time that has experienced damage. However, the desire for the form of accountability desired by the consumer has not all become a reality, because the developer does not want to make an addendum to the binding deed of sale and purchase with the consumer and the developer only wants to provide accountability for renovating the damage to the house suffered by the consumer.

Article 4 of the Consumer Protection Law states that consumer rights include: the right to choose goods and/or services and to obtain goods and/or services in accordance with the exchange rate and conditions and guarantees promised; the right to correct, clear and honest information regarding the condition and guarantee of goods and/or services; the right to receive compensation, damages and/or replacement, if the goods and/or services received do not comply with the agreement or are not as they should be; etc.<sup>11</sup>

According to Law Number 20 of 2011 concerning Apartments, Article 106, anyone who feels disadvantaged in relation to an apartment can file a lawsuit in court. Dispute resolution can also be carried out outside the court based on the options agreed upon by the developer and the disputing consumer through arbitration, conciliation, or mediation.<sup>12</sup>

Consumers are generally in a vulnerable position when signing home loan agreements containing standard clauses. Law No. 8 of 1999 concerning Consumer Protection (UUPK) provides protection through various legal remedies, both non-litigation and litigation.

# 1) Non-Litigation Efforts (outside the court)

Non-litigation is the resolution of legal problems outside the judicial process. <sup>13</sup>This method is considered faster, cheaper, and more efficient. One mechanism is through the Consumer Dispute Resolution Agency (BPSK), as stipulated in Article 49 of the Consumer Protection Law. The BPSK has the

<sup>&</sup>lt;sup>11</sup>Cindy Aulia Khotimah, Jeumpa Crisan Chairunnisa, 2016, Consumer Legal Protection in Online Buying and Selling Transactions (E-Commerce), Business Law, Volume 1.

<sup>&</sup>lt;sup>12</sup>Law Number 20 of 2011 concerning Apartments.

<sup>&</sup>lt;sup>13</sup>Amriani Nur, 2011, Alternative Mediation for Civil Dispute Resolution, Rajawali Pers, Jakarta, p. 123.

authority to handle disputes through mediation, conciliation, and arbitration, with decisions being final and binding, although there is still the opportunity to file an objection with the District Court. The judiciary is one of the conflict resolution institutions that has played a role so far. However, the courts have not been able to create satisfaction and injustice for both parties in the dispute. Court decisions tend to satisfy one party and not the other. <sup>14</sup>The settlement of consumer disputes outside the courts is carried out with the aim of reaching an agreement between the parties regarding compensation and/or regarding certain actions to ensure that consumers do not suffer further losses.

# 2) Litigation Efforts

If non-litigation efforts are unsuccessful, consumers can seek resolution through the courts. Based on Article 45 of the Consumer Protection Law, consumers have the right to sue business actors through the District Court for losses incurred. The lawsuit can take the form of a request to annul standard clauses that are contrary to law, a claim for compensation, and the restoration of consumer rights. Consumers can also use the class action mechanism if the standard clauses harm many people in similar cases, according to Supreme Court Regulation No. 1 of 2002. In addition, LPKSM is also authorized to sue business actors in court for the public interest or to represent consumers collectively.

If a business actor includes a standard clause that is detrimental, the business actor may be subject to sanctions in the form of:

Administrative Sanctions:

- a) Written warning,
- b) A fine of up to IDR 200 million,
- c) Withdrawal of the product from the market,
- d) Revocation of business permit.

Civil Penalties:

- a) Compensation,
- b) Cancellation of contract,
- c) Return of goods or money.

Achievements in the form of replacement of goods, health care, compensation, etc.

<sup>&</sup>lt;sup>14</sup>Ni Made Trisna Dewi, 2022, Non-Litigation Dispute Resolution in Civil Dispute Resolution, Journal of Legal Analysis, Volume 5, number 1, p. 85.

#### **Criminal Sanctions:**

This is regulated in Articles 61-63 of the Consumer Protection Law. Violations of Article 18 of the Consumer Protection Law carry a maximum prison sentence of 5 years or a fine of up to IDR 2 billion. Additional sanctions include confiscation of goods, business termination, or product withdrawal from the market.

# 3) Dispute Resolution Through Peaceful Means (Directly)

According to Article 19 paragraph (1) and (3) of the Consumer Protection Law, Business Actors must be responsible for providing compensation for damage, pollution and/or consumer losses resulting from consuming goods or services produced or traded. Compensation must be provided within a period of 7 (seven) days after the transaction date. <sup>15</sup> If consumers feel they have been harmed by a business actor, consumers can directly demand compensation from the business actor. The business actor must also provide a response to consumers within a period of 7 days after the transaction.

According to Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, there are several methods for resolving consumer disputes outside the courts, including consultation, negotiation, mediation, conciliation, and expert assessment. The Consumer Protection Act only regulates three methods: arbitration, conciliation, and mediation, which are the forms or methods of dispute resolution assigned to the Consumer Protection Agency (BPSK).

Mediation is a dispute resolution method in which the disputing parties agree to bring in an independent third party to act as a mediator. Mediation, as a dispute resolution process outside the courts, is currently used by the courts as a dispute resolution process. The use of mediation as part of the initial process of resolving civil disputes in court is a step towards practically interpreting the provisions of the judge's obligation to reconcile the disputing parties, as stipulated in Article 130 HIR/154 RBg.

The process of dispute resolution through mediation aims to allow the disputing parties to discuss their differences privately with the assistance of a neutral third party (the mediator). The mediator helps the parties understand each other's perspectives on the disputed issues and then assists them in making an objective assessment of the overall situation or circumstances that are taking place during the negotiations. Therefore, the mediator must remain neutral, always foster good relations, speak the parties' language, listen actively, emphasize potential benefits, minimize differences and emphasize similarities, all of which aim to help the parties negotiate a better settlement of a dispute. Mediation not only

<sup>&</sup>lt;sup>15</sup>Article 19 paragraph (1) and (3) of the 1999 Consumer Protection Law, concerning the Responsibilities of Business Actors.

speeds up the dispute resolution process, but also eliminates resentment and strengthens relationships.

### 4) Dispute Resolution with BPSK

The BPSK handles only civil cases, which generally involve direct compensation for losses suffered by consumers due to errors or negligence by business actors. Dispute resolution at the BPSK is carried out through conciliation, mediation, and arbitration. BPSK decisions are final and binding, meaning they are mandatory and must be complied with by all disputing parties. The BPSK's principles for dispute resolution prioritize deliberation, speed, affordability, and fairness.

The procedure for resolving consumer disputes through the Consumer Dispute Resolution Agency (BPSK) is:

- a. First stage (filing a lawsuit) Filing a lawsuit as explained previously can be done by a consumer or a group of consumers.
- b. Second stage (choosing a consumer dispute resolution method) The next stage after the defendant has complied with the summons, both parties determine the method for resolving the case.
- c. Sen's decision consumer and business actors.

The parties may appeal against the BPSK's decision to the district court no later than 14 working days after notification of the decision. Objections are not solely submitted by the parties, but also by observing the procedures for resolving consumer disputes by the BPSK, as regulated in the UUPR Jo Kepmendagri Number 350/MPP/12/2001 dated December 10, 2001 concerning the implementation, duties, and authority of the BPSK. The resolution process is regulated very simply and as far as possible avoids a formal atmosphere.

From the results of the research, according to the author, the form of default committed by the developer is in the form of "doing what was promised but being late and negligent in guaranteeing the quality or quality of goods and services that will be sold or produced in accordance with the provisions of the applicable quality standards" where the developer can be subject to sanctions in the form of cancellation of the agreement from the consumer and is required to return the down payment that has been submitted by the consumer without being subject to a penalty because in any case, it is entirely the fault of the developer who did not deliver the house ordered by the consumer according to the agreement.

### 4. Conclusion

In accordance with Law Number 2 of 2014 concerning the Position of Notary. A notary is an official appointed by the State who is authorized by the State to

make an authentic deed, an authentic deed itself is an original deed whose authenticity, the validity of the parties' signatures, no longer needs to be questioned. Efforts made by the buyer for the default committed by the developer in the KPR process from the developer's responsibility or developer in the house sale and purchase agreement between the developer is that the buyer has filed a complaint to the developer and then the developer compensates for the loss, by repairing all damage to the consumer's house. Solutions that can be done to improve legal protection for KPR consumers are: Ensure the certificate is shown, ensure the certificate has been checked for validity at the National Land Agency, ensure the certificate has been processed for division, ensure the tax calculation certificate is correct, ensure the developer certificate is correct, ensure the object certificate is available and ensure the building structure certificate is correct. To the developers in the future to no longer use PPJB in standard provisions so that no further problems arise and from the developers to further improve the quality and quality of building materials so that in the future consumers do not feel disadvantaged and developers must monitor or see directly the workers in building houses to comply with the building standards of the company so that consumers feel satisfied with the quality of the house they buy. To the consumers in this case to be able to report the losses received to the consumer dispute protection agency and be brave in acting such as asking for accountability to the developer or asking for assistance from a legal entity to obtain justice if consumers feel disadvantaged.

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# Regulation:

Law No. 2 of 2014 concerning the Position of Notary

Consumer Protection Law No. 8 of 1999

Law No. 20 of 2011 concerning Apartments