

Implementation of the Grand Permata Bandara Housing Sales and Purchase Agreement Between Consumers and Developers in the Riau Islands Province

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Abstract. *A sales contract between a developer and a buyer generally involves the buyer making installment payments according to a predetermined and mutually agreed-upon schedule. Conversely, the developer binds himself to the buyer to complete the construction according to a mutually agreed-upon schedule. So in this case, it is an obligation for the buyer to pay on the specified schedule, it can also be determined by promising a reciprocal condition. The formulation of the research problem is how the agreement and implementation are Sale and purchase of Grand Permata Bandara Housing between Consumers and Developers in Riau Islands Province. The approach used in this research is normative and empirical juridical. Normative juridical research refers to laws and regulations using secondary data. Meanwhile, empirical research is field research using primary data. The sale and purchase agreement for Grand Permata Bandara Housing between consumers and developers in Riau Islands Province is a legal relationship between consumers and developers (business actors) outlined in a house sale and purchase agreement between the developer (business actor) and consumers in the form of a standard agreement containing standard clauses made by the developer. As a result, the contents of the agreement only benefit the developer and do not pay attention to the rights of consumers. Therefore, if the developer defaults, consumers cannot do much. Meanwhile, on the consumer side, because they are attracted by all the promises from the developer in the brochure, consumers immediately sign the house sale and purchase agreement.*

Keywords: *Consumer; Developer; Protection.*

1. Introduction

The purpose of establishing a country is to give welfare for its people, improving the dignity and honor of the people become man in its entirety. Likewise, the Republic of Indonesia as an independent and sovereign country have objective in operate his government.

Welfare for all the people without except is runway main for every taking policy including policy legislative For Keep going make an effort increase level life society that is basically is right constitutional every Indonesian citizens. Welfare for all Indonesian people only just ideals mere If without accompanied by real efforts by state administrators in carry out mandate constitution, one of the effort real is with formulate something legislation that aims protect all nation and spill blood from all arbitrariness including arbitrariness about right people's economy.¹

One of ideals struggle the Indonesian nation is realization a just and prosperous society based on Pancasila and the 1945 Constitution, along with objective development national namely realize welfare physical and spiritual for all Indonesian people as a whole fair and equitable. Elements main the welfare of the people is fulfillment need housing that is need base for every Indonesian citizens and his family, according to dignity and honor as man.²

In the Opening Invite The 1945 Constitution of the Republic of Indonesia (UUDNRI 1945), the State is obliged to protect all Indonesian nation. One of form the protection in question is organization housing. Implementation houses and housing done for fulfil need House as one of the need base for improvement and equality people's welfare.

Article 28 H paragraph (1) of the 1945 Constitution of the Republic of Indonesia, mandates that everyone has the right life prosperous body and soul, located stay, and get environment good and healthy life.

Housing area is need base human, good for place stay, place business, offices and so on. However so, not yet all member public can enjoy and have a decent, healthy, safe and harmonious home. Therefore That effort development housing and settlements Keep going improved for provide amount housing that is increasingly many and with price affordable.³

In line amount an increasing population rapid, demands availability various facility p supporter human life also experiences improvement. This push party government and private carry out development, especially field housing area.⁴ Development goals housing area is emphasize importance environment Healthy as well as fulfilled need will means a life that gives a sense of security, peace, tranquility and prosperity. The problem namely limited ability finance from every individual get House place stay in accordance hope they.

¹ Ridwan, *Criminal Law Formulation Policy in Combating Corruption Crimes*, Thesis, Master of Law Program, Postgraduate Program, Diponegoro University, Semarang, 2010, pp. 1 – 2.

²Erwin Kallo, *Legal Guide for Apartment Owners/Residents* , Minerva Athena Pressindo, Jakarta, 2009, p . 28.

³ Andi Hamzah, *Basics of Housing Law* , Rineka Cipta, Jakarta, 1990, p . 27 .

⁴Anna Ningsih, *Resettlement, an Alternative Compensation for Victims Eviction* , Journal of Law Volume XXXII No. 3 July-September, Semarang, 2003, p . 42.

Housing area is one of the need base man along existence man That alone. Housing media become means for humans to do various type activities life and means for give protection main to existence disturbance external, good to condition climate and to other disorders.

the moment draft housing area has experience shifting, no only as need basic, or protective medium, housing has become style live, give comfort and show characteristics or identity, which is one of the pattern development self as well as means *private*, as needed in society.⁵

Housing development is one of the matter important in regional development strategies, which concern broad aspects in the field population, and related close with development economy and life social in frame consolidation resilience national. Related matter the so development housing and settlements as stated in Article 3 of Law Number 1 2011 about Housing and Settlements intended for;

- 1) Give certainty law in organization housing and areas settlements.
- 2) Support regional planning and development as well as distribution proportional population through growth environment housing and areas settlement in accordance with spatial planning for realize balance interests, especially for MBR;
- 3) Increase resource utilization and efficiency Power natural for development housing area with still notice sustainability function environment, both in the area urban and area rural;
- 4) Empowering stakeholders interest field development housing and areas settlements;
- 5) Support development in the field economic, social, and cultural; and
- 6) Ensure realization decent housing livable and affordable in a healthy, safe, harmonious, orderly, planned, integrated and sustainable environment.

As for the targets development housing and settlements is for create environment and space life suitable human with need true life, namely to fulfill need will security, protection, tranquility, development self, health and beauty as well as need other in preservation life humane.

Economic development national in the era of globalization, must can support the growth of the business world, so that capable produce diverse goods / services that have content technology and can increase welfare Lots as well as at a time get certainty on goods and/ or services obtained in the market. Needs housing area has experience improvement, as in world society, especially in society urban

⁵Ahmadi Miru and Yodo Sutaman, *Consumer Protection Law* , Raja Grafindo Persada, Jakarta, 2004, p . 24.

areas, where population the population is very large, forcing government make an effort fulfil need will housing in the middle various constraint like limitations land housing area.

Fulfillment need housing and settlements This No without constraints, consumers whose existence is very unknown limited, with very varied strata cause developer do activity marketing and distribution product goods or service the with the most effective way maybe so that you can reach multiple consumers said. For That all method approach endeavored, so that Possible cause various impacts, including circumstances that lead to action negative even No praiseworthy which begins from good faith bad. Impact common bad happen among other things concerning quality or quality goods, information that is not clear even misleading, forgery and so on.

The sale and purchase agreement between the developer and the buyer generally involves the buyer making installment payments according to a predetermined and mutually agreed-upon schedule. Conversely, the developer binds itself to the buyer to complete the construction according to the mutually agreed-upon schedule. So in this case, it is an obligation for the buyer to pay on the specified schedule, it can also be determined by promising a reciprocal condition, for example, if the developer has completed the task, the buyer makes the payment.

Where the promise by the seller is the delivery or transfer of ownership rights to the goods offered, while the promise by the other party is the payment of the agreed price. In purchasing housing, an agreement arises where the sale and purchase agreement for goods is mostly compiled in the Civil Code regarding the sale and purchase of goods which contains provisions governing the obligations of the parties and the transfer of ownership rights to goods. If the developer fulfills the obligation to build the house that has been promised and the buyer can fulfill the obligation to pay the money that has been promised according to the schedule that has been agreed upon by both parties, then the agreement that they have made will be continued with a sales and purchase agreement.

A sale and purchase agreement is an agreement in which the seller transfers or agrees to transfer ownership of goods to the buyer in exchange for a sum of money called the price. The law distinguishes between *a sale* and *an agreement to sell*. *A sale* is a sale in which ownership of the goods is immediately transferred to the buyer, for example in a cash sale. *An agreement to sell* is a sale in which the parties agree that the goods will be transferred to the buyer at a future date.⁶

The seller's obligation to deliver and guarantee the goods is a guarantee to the buyer that the goods he has given can be enjoyed according to their intended use.

⁶Abdulkadir Muhamad, *Contract Law*, Alumni, Bandung, 2006, p. 24.

This sale and purchase is further regulated regarding rights and obligations, which indicates that the sale and purchase are protected by law. And because a sale and purchase is an agreement, it must be carried out in accordance with the conditions for a valid agreement. According to the provisions of Article 1320 of the Civil Code, to determine the validity of an agreement, it must fulfill 4 conditions, namely:⁷

- 1) Their binding agreement;
- 2) The ability to make a contract;
- 3) A certain thing;
- 4) For certain halal reasons.

These four conditions are the basic conditions for every agreement, meaning that every agreement is valid, this means that all agreements must fulfill the four conditions listed in Article 1320 of the Civil Code.

The most appropriate time for the seller to deliver the goods is when the buyer pays the price. Failure to deliver the goods as promised will result in one of the parties breaking the promise (*default*). Where if the buyer breaks a promise, it does not really harm the developer because the developer has received the down payment, but when the developer breaks a promise regarding the time limit or other matters, it is very detrimental to the consumer.

problems that arise in fulfillment need housing area is aspect about consumers, where consumer be in a disadvantaged position. The problem m is problem classic in something system economy, especially developing countries, because protection consumer No become priority the main business world, but rather profits earned manufacturer or perpetrator effort, no except in field housing area. Dispute between consumer housing and *developers* basically started with No existence suitability between what is listed in Agreement Signed Sale and Purchase Agreement consumer about payment and specifications House with the thing promised.

In some case happens, generally consumer No empowered maintain his rights, because awareness consumer to his rights Still low. This is caused by the minimum level knowledge consumer That Alone, Good to aspect applicable law moment this, not yet capable optimally address problem in protection consumers. In general general, position consumer housing area weak compared to party perpetrator good business from aspect social economy, knowledge technical and

⁷The four conditions are generally understood as general conditions, meaning they apply to all types of agreements . They are minimal conditions, that is, conditions that must be present and fulfilled for an agreement to be valid. Because they are general conditions, they are always supplemented by other specific conditions. Specific conditions depend on the type or kind of agreement, Janus Sidabolak, *Introduction to Economic Law* , Bina Media, Medan , 2000, p. 74 .

in take effort law through institutions court, so that consumer often No realize his rights has violated by the perpetrator business. If consumer know matter said, consumers reluctant do action law.

Various problem said, encouraging government emit various type policy field law, for arrange matter relate housing and its provision, Act Number 8 of 1999 concerning Consumer Protection, to bridge need protection law for consumers, with realize balance protection interest consumers and actor business, so that created a healthy economy, including about aspect housing. However various type regulation No will walk with effective, if no implemented optimally, in addition lack of awareness consumer to his rights in law.

2. Research Methods

In this study, the type of research used is empirical legal research, where the author aims to examine regulations related to developer responsibilities in completing property contracts and how they are implemented. The legal approach method is used. empirical, namely a method based on legal research regarding the implementation or enforcement of normative legal provisions (codification, statutes, or contracts) in *action* in every specific legal event that occurs in society as an empirical fact that is useful for achieving the goals determined by the state or parties to the contract.⁸In the juridical-empirical approach, normative law or written statutory regulations are primary data that are used as a fundamental reference in the course of research, because they become guidelines for searching for data in the field, namely how society implements the written statutory regulations that have been established in their lives. Furthermore, researchers will also use steps that support this research method by conducting research on all legal sources, both in the form of applicable laws or regulations, legal theories, and the opinions of leading legal scholars or experts who are closely related to the research object. Research data is in the form of primary data and secondary data.

3. Results and Discussion

3.1. Grand Permata Bandara Housing Sales and Purchase Agreement Between Consumers with Developers in the Province Riau islands

Discussion agreement No can released from discussion about engagement, thing the caused by both of them have close relationship, where the agreement is one of the sources or which becomes because birth engagement, besides source other namely, the Law. If we speak about agreement in aspect law, then applicable regulation for agreement arranged in Book Third Civil Code about Engagement. In the book third the provisions about agreement there is in chapter two.

⁸ Abdul Kadir Muhammad, *Law and Legal Research*, Citra Aditya Bakti, Bandung, 2004, p. 134.

Agreement arranged in Book Third Civil Code, because agreement is one of the source from engagement. Definition agreement according to Article 1313 of the Civil Code stated that something agreement is: *A act in which one person or more tie up himself to one person or more*. However thus formulation of Article 1313 of the Civil Code the it seems not enough complete, because it binds self in agreement just one party only, even though what often happens found is an agreement in which both split party each other tie up self One each other, the parties each other tie up self so that have reciprocal rights and obligations back, because That formulation from chapter should added or each other tie up himself One each other.

According to Subekti think: Agreement is something transportation law between two people or two parties, based on which party is one entitled demand something matter from the other party, and the other party is obliged for fulfil demands That.⁹ In essence, the agreement This cause engagement between the parties, with thus seen existence connection between agreement with engagement as something connection because consequences (*causality*). Agreement often also termed with agreement, thing thus caused by Because emphasis to existence element agreement of the parties for give birth to connection law between the parties.

From the description about understanding the above agreement, hopefully can with drawn conclusion that in something agreement at least there are two parties, where the parties the each other agreed for give birth to connection law between they.

The principle here is base or instruction direction in formation law positive. In law agreement can found a number of principle law, both related with birth agreement, content agreement, power tie it up agreement or related with implementation agreement That itself. The principles law in agreement very much need reviewed for more easy understand various provision Constitution about legitimacy something agreement.

Law of Contracts know a number of principle laws, including:¹⁰

1) The principle of consensualism (agreement).

The principle of consensualism This is that birth contract is at the time occurrence agreement. With thus, if achieved agreement between the parties, was born contract, even though contract That Not yet implemented at the time that. This thing means that with achievement agreement by the parties give birth to rights and obligations for they or also commonly called that contract the Already nature

⁹R. Subekti, *Contract Law* , Intermasa, Jakarta , 1989 , p. 1 .

¹⁰Ahmadi Miru, *Contract Law and Contract Drafting*, Raja Grafindo Persada, Jakarta , 2007, p. 3 .

obligatory, namely give birth to obligation for the parties for fulfil contract the.

2) The principle of freedom contract

Freedom contract this by some bachelor law usually based on Article 1338 paragraph (1) of the Civil Code that all agreement made in a way legitimate valid as Constitution for those who made it. Likewise, there are those who base it on Article 1320 of the Civil Code which explain about condition legitimacy agreement. Freedom in the contract in question among others: free determine whether He will do agreement or no; free determine with Who He will do agreement; free determine content or clause agreement; free determine form agreement; and freedom - freedom others who don't contradictory with regulation legislation.

3) The Principle of Binding It Contract

Everyone who makes contract, he bound for fulfil contract the Because contract the contain promises that must be kept fulfilled and promises the binding on the parties as tie it up Constitution.

4) Principle of Good Faith

Provision about good faith Good This arranged in Article 1338 paragraph (3) that agreement must done with good faith okay. So importance good faith Good said so that in negotiations or agreement between the parties, both split party will face to face in something connection law especially those controlled by faith good and relationship special This bring consequence more carry on that second split party That must act with remember reasonable interests from other parties.

Article 1320 of the Civil Code mention that for legitimacy something agreement, 4 (four) conditions are required that is:

- 1) Agreed those who bind himself;
- 2) Skills For make something engagement;
- 3) A matter certain;
- 4) A for halal reasons.

In science law, conditions first and second called with condition subjective, because inside it concerning subjects or perpetrator in something agreement, while That condition third and fourth called with condition objective, because inside it concerning object and what is promised. In connection with matter the on Subekti in a way appropriate has clarify fourth condition That with method classify in 2 (two) parts, namely:¹¹

¹¹R. Subekti , *Contract Law , Op, Cit ,* p. 20 .

1) Part 1: about subject agreement that is:

- a. The person who made agreement must speak or capable do actions law the.
- b. There is an agreement (consensus) which becomes base agreement that must be achieved on base freedom determine his will (not There is coercion, mistake or fraud)

2. Part 2: about object agreement, determined:

- a. What each one promises must be Enough clear for set obligations of each party.
- b. What each promise is not contradictory with Law, order general and morality. Failure to comply conditions subjective can requested cancellation agreement That to the judge, will but matter No fulfilled condition objective threatened with nullification the agreement is legally binding.

According to Article 457 of the Civil Code mention understanding sell buy, namely: Agreement with which one party tie up himself for deliver something material, and other parties for pay the price that has been agreed. Based on the Decree of the Minister of State for Public Housing Number 09/KPTS/1995 dated June 23, 1995 concerning Guidelines House Sale and Purchase Agreement, it is stated the existence of 2 parties in agreement, namely: the Housing and Settlement Development Company or Developer or Business actors who act as seller house and party consumer House as Home Buyers.

In principle Constitution Number 8 of 1999, no prohibit developers (Business Actors) from make agreement standard that contains clause standard, original No list prohibited provisions in Article 18 paragraph (1) Constitution Number 8 of 1999 and the agreement raw materials made No contradictory with Article 18 paragraph (2) of the Law Number 8 of 1999.

Document - d ocumen the law that arises from agreement sell buy House agreement made in field housing area will give birth to documents important legal *documents* between other:

- 1) Agreement Sales and Purchase Agreement (PPBJ) or often also known with term Agreement Preliminary Purchase, agreement will sell buy between developers (actors) business) and consumers. Documents This is documents proving existence connection law (relationship contractual) between developers (actors) business) and consumers.
- 2) Sales and Purchase Agreement made and signed handle in front Official Maker Land Deed (PPAT).
- 3) Agreement Credit Home Ownership, in inside arrange about amount loan, term time settlement Credit Home Ownership (KPR), and the amount loan interest

calculation. The existence of documents it is very important as one of the form implementation protection consumers in the field.

In a housing sales and purchase agreement, the legal relationship between the consumer and the developer (business actor) includes the legal relationship between:

1) Stage Pre Transaction

Stage pre transactions that include activity licensing and production, activities offer, promotions and advertising (brochures, advertising, exhibitions) are stages beginning activity developer for start plan development of residential areas.

At the stage pre transactions, consumers Still in the process of searching information or description, how much prices and conditions What should He fulfill, and consider various facility or condition from desired transaction. At this stage This developer Already must own all type form licensing, such as permission principles, permission location, certificate proof government right (building use rights), Annual Tax Notification Letter (SPPT PBB) and Permit Establish Building (IMB). In addition to ownership permits said, at the stage This the developer has prepare plan activity production in the form of *master plan* or *site plan* allocation land location housing and of course all facilities his supporters, who in matter This is facility social and facilities general.

Brochure housing area is an information medium main for developer in introduce / show off the product, because in brochure the usually load information required by candidates *users* like price, shape and type house, *master plan* and of course explanation short about facilities that will be built on site housing area the.

Brochure the is correct representation to product dear introduced and offered by developers so that they do not harm consumers. The need representation the right product to something product, because one of the reason occurrence loss to consumer is occurrence misrepresentation to product certain.¹²

Losses experienced by consumers housing area in relation with misrepresentation caused by Because tempted by advertisements or brochures product certain whereas advertisement or brochure the No forever load correct information, because in general only highlight excess the product being promoted, on the other hand weakness product the covered up.

Information obtained consumer through brochure can become tool evidence considered by the judge in lawsuit consumer to manufacturers. Even action producers in the form of delivery information through brochures in a way No true that is detrimental consumers, can categorized as default. Because the brochures

¹² Ah Madi Miru and Yodo Sutarman. *Op, Cit* , p 55 .

considered as offers and promises of agreement, so that content brochure the considered promised in bond sell buy although no stated with firm.¹³

2) Stage Transaction

At the stage transaction this, between consumers and developers has happen agreement. Agreement This marked with signing agreement binding sell purchase (PPJB) housing. With signing of this PPJB, then has happen something connection law between second split the party that caused the consequence law, namely, the existence of rights and obligations of each party.

At the stage transaction this, consumers will pay price as agreed in PPJB, whereas developer will build House in accordance specification technical in brochure as well as finish House in accordance specified time in PPJB. After House completion and price House has paid off consumers, developers must deliver building as well as all the facilities to consumers. Consumers entitled for utilise building house and everything the facilities in accordance function. Developer must provide maintenance and guarantee periods settlement *complaint* (complaint) about proposed improvements consumers.

proposed PPJB to candidate buyer should arrange in a way clear all matter about the housing in question, including about procurement social and public facilities.

That in the PPJB submitted to candidate buyer of course No arranged about fulfillment / procurement social and public facilities. This make position consumers / users in a weak state Because No own handle or tool for demand party developer if procurement social and public facilities No fulfilled.

3) Post- Transaction Stage

At the stage post - graduate transaction this, the implementation of PPJB has happened. Consumers has pay off all agreed price in PPJB, and developer has deliver House along with all facility its supporters, as well as certificate proof right on behalf of the consumer.

At the stage this, the developer is obliged provide facility social and facilities general as has been promised at the time offer first (stage) pre transaction). What is meant by with facility social is facilities that provide service to public in the form of facility education, health, worship, government and services general. While what is meant by with facility general is facilities that provide to public room open or *open space*.

Developer must give service full sell as well as maintenance and management environment housing, such as: management clean water facilities, maintenance means access roads, gutters and drainage, lights lighting roads, parks and spaces

¹³ *Ibid* .

open green, places of worship and education, control waste, procurement facility trade (shops / shophouses) and procurement means security environment housing (security guard).

3.2. Implementation of the Grand Permata Bandara Housing Sales and Purchase Agreement Between Consumers with Developers in the Province Riau islands

1) Consumer Rights to Social Facilities and Public Housing Facilities

Often We hear term social facilities general (social and public facilities) for describe facilities that can used public. In the regulations about facility social, no found term social and public facilities. But that is term for infrastructure environment, utilities public and facilities shortened social become social facilities public facilities for make things easier its pronunciation. In the Big Indonesian Dictionary *Online*, what is meant by with facility social is facilities provided by the government or private for public for example, schools, clinics and places of worship. While what is meant by facility general is facilities provided for interest general, for example roads and tools lighting general.

As for the meaning infrastructure is completeness base physique enabling environment environment housing and settlements can functioning as should be. The means are facility functional support for implementation and development life economy, social and cultural. While utilities is means support for service environment.

Procurement process, aspects supervision and control facility social and facilities general in housing d imulah with stage planning, at the stage This covering permission location, permit planning, Building Permit, and what is the land status ? place facility social planned. Aspects supervision at the stage planning moment developer submit permission development complex housing area is stage control early. Control This expected later in stage development can in accordance with what is proposed in accordance with plans / permits obtained. Then continued at the stage Which stage of development is it at? This land matured and on top built house and its facilities as stated in plan projects that have been approved. In the process This role Regional Government in supervise development housing and facilities social to fit in applicable standards and regulations very much big. Implementation supervision and control This implemented by the Public Employment Service and agencies related in a way sustainable so that violations to development facilities social and facilities general can avoided. Stage furthermore that is, the stage submission. At this stage handover This must in accordance with Regulation Minister of Home Affairs Number 9 of 2009 concerning Submission Infrastructure, Facilities and Utilities Housing and Settlements to the Regional Government. The submission in question in Regulation Minister of Home Affairs the is handover all over or part infrastructure

environment, facilities and utilities in the form of land and buildings in form of assets.

After the asset has fulfil condition so not quite enough answer management infrastructure, facilities and utilities the handed over to the Regional Government. Housing that has been handed over that, the treatment carried out by the Regional Government through authorized agency manage it. While complex housing that is not build facilities and infrastructure, and utilities general in accordance with applicable provision No can handed over to the Regional Government. After done stage handover infrastructure environment and utilities general from developer to the Regional Government, developers Already No responsible answer Again on its continuity, good financing or maintenance. All responsibilities answer completely has be on the side residents and local government.

Furthermore if There developers, business entities private sector and communities who want to do Work The same management facilities that have been handed over to the Regional Government For needs continue development housing, such as arranged in Article 22 paragraph (3) Permend agri No. 9 of 2009 then required repair and maintain facility the so that maintenance and funding facilities become not quite enough answer manager. Financing in development facility social like arranged in Minister of Home Affairs Regulation No. 9 of 2009 is charged at price home. For That developer can provide facility social without bear significant loss.

In essence, developers only obliged deliver land mature in the Regional Government and Regional Government through service related to what will be build facility social. But the problem is become different when connected with promise developers on candidates residents and marketing strategies housing. The absence of clarity will not quite enough answer A facility social and facilities general for fulfil need consumer result in abandoned interest consumers. Also a problem about No implementation handover facility social and facilities general by developers to the Regional Government result in existence opportunity for developer or party third for abuse facility the.

What is meant is handover infrastructure, facilities and utilities is handover in the form of land with buildings and/ or land without building in forms of assets and liabilities answer management from developer to Government.¹⁴ The local government requested to developer For deliver infrastructure, facilities and utilities housing and settlements carried out no later than 1 (one) year after the maintenance period and in accordance with layout plan that has been approved by the Regional Government gradually or all at once. All facility social and facilities

¹⁴Article 1 Number 4 of the Regulation of the Minister of Home Affairs Number 9 of 2009 concerning Guidelines Handover of Infrastructure, Facilities, and Utilities for Housing and Settlements in the Region .

general that has been handed over to Regional Government based on regulation applicable laws and regulations so rights, authority and responsibility answer management switch fully to the local government concerned.

If the developer, business entity private and public want to to Regional Government for needs continue development, then developer required repair and maintain facility intended and not can change allocation facility said. Local government no later than in 3 (three) months since moment accept submission, mandatory deliver facility social and facilities general terms in question to each agency that is in charge of it by making a Minutes of Handover.

local government received handover infrastructure, facilities and utilities housing and settlements that have been fulfil condition general, technical, and administrative requirements. covering location in accordance with existing layout plan approved by the Regional Government and in accordance with document permits and specifications technical building. Requirements in technical, appropriate with provision related legislation with development housing and settlements. Administrative requirements, namely must own a number of documents including documents plan footprints that have been approved by the Regional Government, Permit Building Construction, Permit Use Buildings and letters release right on land from developer to Local government.

Before done submission by the applicant to Local Government first formerly done Verification by the Verification Team. Verification results poured in the Examination Report Field. Submission done in two ways that is:

- 1) Submission common / ordinary is handover infrastructure, facilities and utilities, to Local government in condition Good;
- 2) Submission special is handover infrastructure, facilities and utilities to the local government has long been finished However not done yet submission, and at the time will done handover condition in condition damaged. In case handover special, developer required repair more formerly damage the.

Form handover infrastructure, facilities and utilities environment includes:

- 1) Submission infrastructure, facilities and utilities environment to Local government in form of minutes of results verification;
- 2) Submission infrastructure, facilities and utilities to Local government must equipped with certificate land on behalf of the local government;
- 3) In terms of certificate Not yet finished so handover the included with proof of processing from the National Land Agency Office;

Management infrastructure, facilities and utilities that have been handed over to The Regional Government is fully become not quite enough answer The Regional

Government concerned, where the Regional Government can Work The same with developers, business entities private and or public in management. In this case The Regional Government carries out Work The same said, maintenance physical and funding become not quite enough answer managers and administrators No can change allocation infrastructure, facilities and utilities the.

2) Consumer Legal Protection Housing area

One of element main the welfare of the people is fulfillment need housing, which is need base for every Indonesian citizen and his family, according to with dignity and honor as man. Beside That, development housing area is one of the instrument most important in regional development strategies concerning broad aspects in the field population and related close with development economy and life social in frame consolidation resilience national. In Article 1 number 2 and 7 of the Law Number 1 2011 about Housing and Settlements determined that: Home is functional building as place stay, or housing and facilities coaching family. Housing is group a functioning house as environment place stay or equipped residence with infrastructure and facilities environment.

Can be known that House is building Where man live and carry on his life, besides That home is also a place the ongoing socialization process at the time somebody introduced to norms and customs prevailing customs in society, then no surprising when problem housing area become important issues for individual. One of them factor the main thing that becomes weakness consumer is level awareness will his rights of course still very low, thing This especially caused by lack of awareness from party consumer That alone and low education existing consumers. Therefore That Constitution Number 8 of 1999 is intended become runway strong law for Government and institutions protection consumer self-reliance public for do effort empowerment consumer through coaching and education consumers. Efforts that must be made carried out by the Government namely, empowerment consumer through formation laws that specifically special arrange question protection consumer housing area so that can protect interest consumer in a way integrative and comprehensive. In institutions, government do repair or improvement regulation implementation, coaching apparatus, institutions and devices judicial, administrative and educational, as well as facilities and infrastructure others, so that later Constitution the can implemented in a way effective in society.

Dotted reject from understanding will protection consumer housing, then can it is said that: Protection consumer housing area is a series framed efforts in a way law, for protect consumer housing area as users facility housing, which includes facility appropriate building (construction) standard, facilities environment, facilities social, facilities general and fulfilling standard health, as well as able provide a sense of security to its inhabitants, both That For interest personal, family, institutional or party other, but No For traded back. Regarding the matter This Constitution Number 8 of 1999 provides understanding about protection

consumer in a way Enough wide, protection consumers are defined as all efforts that guarantee existence certainty law for give protection to consumers.

Based on Article 3 of the Law Protection Consumers, Protection Consumer aim for:

- 1) Increase awareness, ability and independence consumer for protect self.
- 2) Lift dignity and honor consumer with method avoid it from negative excesses of use goods and or service;
- 3) Increase empowerment consumer in choose, determine and demand his rights as consumers;
- 4) Create system protection consumers who contain element certainty law, transparency information as well as access For get information;
- 5) Growing awareness perpetrator business about importance protection consumers, so that grow attitude honest and responsible answer in try;
- 6) Increase quality goods and or services that guarantee continuity business production goods and or services, health, comfort, security and safety consumer

Things to do noticed consumer is at the time hand over accept physical. The house that was handed over must suitable specifications with what 's inside agreement binding sell buy. If not appropriate, then right consumer For No sign minutes of handover accept the before developer finish it.¹⁵

That form agreement sell buy House made and common used in the business world is shaped agreement standard. This made solely only for make it easier in transaction trade. Actor business No need every time I do agreement, must make moreover formerly letter agreement. Likewise with consumers, not yet Of course Want to bothered draft an agreement in a way together remember No existence time free time. Therefore manufacturing letter agreement or deed agreement in form standard No something bad, actually make things easier second split party in do agreement throughout contents No harm second split party.

Reviewed from aspect law agreement, agreement standards made by developers (business actors) remain considered legitimate origin has fulfil provision condition as arranged in Article 1320 of the Civil Code. With signed agreement sell buy House between developers and consumer so happen connection law between both of them. Implementation agreement sell buy House between developers (business actors) and consumer as effort protection consumers in the field housing in can known that connection law between both of them poured out in form obligations and rights of each party. From a actions laws made by each party as subject law,

¹⁵Er w in Kallo, *Legal Perspectives in the World of Property*, Minerva Athena Pressindo, Jakarta, 2009, p. 48 .

based on something agreement together can realized something connection law. Relationship law the has two aspects, namely *bevoeg herd* or the authority referred to rights and *plicht* or obligation.¹⁶

4. Conclusion

Agreement sell buy Grand Permata Airport Housing between Consumer with Developers in the Province Riau Islands is a legal relationship between consumers and developers (business actors) set out in an agreement sell buy House between developers (business actors) and consumer shaped agreement standard containing clause standard created by the developer. As a results content from agreement the only profitable developer and less pay attention rights from consumers. So that if the developer defaults, the consumer No can do many. While on the other hand consumer alone, because already interested with all promise from the developer via brochures, consumers direct sign agreement sell buy House without studied moreover before. Even There is consumers who give token money So to the developer before sign agreement sell buy house. This is happen Because lack of awareness consumer will their rights. Implementation agreement sell buy Grand Permata Airport Housing between Consumer with Developers in the Province Riau Islands no everything walk with well, thing the caused by Because Not yet fulfilled protection consumer housing area that is a series framed efforts in a way law, for protect consumer housing area as users facility housing, which includes facility appropriate building (construction) standard, facilities environment, facilities social, facilities general and fulfilling standard health, as well as able provide a sense of security to its inhabitants, both That For interest personal, family, institutional or party other, but No For traded return. Accountability developer's answer in the form of establishment and maintenance building Where in in practice, responsibility developer answer only limited to until the warranty period end more from That so No not quite enough answer developer supported with the existence of Article 27 point e of Law Number 8 of 1999 which frees developers from not quite enough he answered. during the warranty period has ended. Even though based on principles not quite enough answer in agreement sell buy House between developer (business actor) with consumer, responsibility developer answer no limited to what is in the agreement mentioned, but developers also have to responsible answer to disabled hidden in the product his house (Article 18 of the Law Number 8 of 1999). If a dispute arises between consumers and developers (business actors), then the dispute can be resolved outside the court, through BPSK, filing a lawsuit with the District Court, and enforcing criminal law in consumer protection.

¹⁶R. Soeroso, *Introduction to Legal Science*, Sinar Grafika, Jakarta, 1993, p . 270 .

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