

## **Legal Protection To Buyers Through PPJB Condotel**

**Suwardi**

Faculty of Law Narotama University Surabaya, Indonesia

Corresponding author E-mail: [maswad0634@gmail.com](mailto:maswad0634@gmail.com)

**Article History: Received: July 27, 2022; Accepted: Oktober 26, 2022**

### **ABSTRACT**

The development of a residential property in business so attractive to operators property so that growth is very fast. Accompanied the population growth of it so dwelling that is required quite big so very interesting to handle market by developers because it very promising the property business. The purpose of this study is how the legal protection for condotel buyers using PPJB. This research method uses a normative legal study method that includes writing through the norms published in laws and regulations relating to regulations in the legal process and costs that lead to the implementation of buying and selling through PPJB. with the provisions of the Constitution number 20 of 2011 is expected to be in accordance with the applicable provisions. Results The responsibility of the payment of scope to make good the loss for business operators, namely a. demands based on defaults; and b. demands by all accounts unlawfully if it is associated Loss to the scope of their responsibilities, so any change to the hotel operator in the sphere of responsibility.

**Keywords :** The protection of the law buyers passing PPJB

### **1. INTRODUCTION**

In order to provide legal protection for the buyer condotel units as consumers from the developer then legal aspects transition trade have to be - understood by the buyers as consumers (Paramadani et al., 2020). In the process of buying and selling - things such as land, a fixed object the house, an apartment or other property we often hear the term agreement. A binding agreement trading (PPJB), binding trading (PJB), trading certificate (AJB), all the intermediate term a land rights and building. The difference their - all these terms is situated to the process and forms of legal action. A binding agreement (PPJB) trading created to perform certificate binding temporarily prior to trading (AJB official officials) before a land certificate (ppat).

In general terms the trading (PPJB) was the agreement a seller to bind himself will be selling to buyers including the sign and payment based on the agreement (Sari, 2019). Generally a binding agreement of sale (PPJB) made under a hand for some reason the payment of a price not paid. PPJB load in agreement - agreement about promised objects, the price, repayment certificate and the time he trading (AJB). Buying and selling certificates by (AJB) is an authentic deed made by ppat to transfer land rights and building. Making the deed buying and selling ( by AJB ) is set in such a way through the head of the national land agency (perkaban) no. 08 years 2012 about, land registration, So ppat live following the format that has been provided - the raw. Certificate trading (AJB) should be conducted after all the taxation that arises because of trading have been paid by the parties in accordance with their obligations each. The next step is to transfer the right had



registered at the local land or commonly known by the name back. With completion of the back of the name of a certificate then the right attached to the ground and buildings have been moved from the seller to the buyer (S. Suwardi & Silfiah, 2022).

For reasons of practicality so a binding agreement trading (PPJB) has prepared by the developer or power law (legal officer) as contract default when the signing of a binding agreement trading (PPJB), usually a prospective buyer having been given the opportunity to read and study the draft a binding agreement of sale (PPJB) beforehand with guided "officer readers a binding agreement of sale (PPJB) from developers. In general draft of a binding agreement buying and selling (PPJB) ca not take that home and the explanations given is also limited and brief, a huge consumer "forced to" origin signature without understanding its substance clearly, when in a binding agreement trading (PPJB) was a lot of engagement -- engagements cause of due to a law that tends to disadvantage the buyers if problems occur in the future (Subekti et al., 2020).

1. Uurs number in 20 years flat 2011 article 42 (1) and articles 43 (2) is of marketing and trading the tenement. The development (developers) do not marketing before the construction of flats carried out. In terms of the marketing were carried out before the construction of flats and developers must at had some reservations about the lack of :

- a. certainty designation space
- b. certainty land rights
- c. certainty status mastery flat
- d. agreement construction of flat
- e. security for the construction of flats of the insurer

Marketing with this condition, then everything that was promised by the developer and / or agent omnipresence must be made in a a binding agreement buying and selling (PPJB) for the parties who sell, and a binding agreement buying and selling (PPJB) drawn up before a notary, after fulfill some requirement for: certainty (Anindita et al., 2016):

- a. the land ownership status;
- b. building permits ownership;
- c. the availability of infrastructure , facilities , and utilities general;
- d. wake up at least 20 % (twenty percent);
- e. the promised.

2. Consequences of legal for developer tenement

For the developer, has been regulated in uurs article 98, which was about ban make a binding agreement of sale (PPJB) who marketed is in, certainty or before meet the requirements as defined article 43 verse (2). A violation of article 98 will get the sanction of administrative sanctions in



accordance with article 108, and criminal sanctions in accordance with article 110, in terms of developers make a binding agreement of sale (PPJB) not in keeping with what is marketed or a binding agreement of sale (PPJB) made prior to meet the requirements of certainty as referred to in article paragraph 43 (2), will be an imprisonment of four long (4) years or a maximum fine of rp.4.000.000 000 00 four billion rupiah.

A legal basis in a binding agreement buying and selling the house between developer, with consumers in general is divided into(two) 2, namely :

1. general

Is a provision - provisions on the purchase agreement stipulated in kuh civil.

Basically agreement in civil kuh following open system that allows the parties make an agreement accord his way known as the freedom of contract, containing the sense that each party can make an agreement in any form legally long as not in contrary with act, the prevailing the public interest and decency, bind the parties who voted for it.

2. Special

Special legal basis here - provisions on the agreement on the transaction house shall be regulated in the outside covering: kuh civil :

- a. act - act no.1 / 2011 about housing and settlement
- b. act - act no. 8 / 1999 about consumer protection
- c. kepmenpera no. 09 / kpts / 1995 selling for the binding get a house.

The authority of a notary of: article 1 the limit 1 act - act number 30 years 2004 act law office a notary (uujn). A notary was an official general who is authorized to make an authentic deed and other authority as referred to in the - this act. A definition that given uujn it is based on duty and authority notary which as public officials authority to make an authentic deed and authority other arranged in Invite law office a notary (uujn) . Of making such authentic deed shall there is who is required to by regulations per invite - an invitation in order to create certainty, order and the protection of the law making PPJB is one of the notary (Asnan et al., 2022). The responsibility of developers in a binding agreement of sale (PPJB) basically the developers can be divided into three three stages, namely :

1.A problem in the stage of pre: transactions :

- a. the truth claims advertising / brochures housing.
- b. completeness documents administration of offered.

2. problems in the transaction.

- a. an opportunity for those to study matter a binding agreement trading (PPJB).
- b. balance material dealt with in detail.



- c. an opportunity for those to expressed objections to matter PPJB apartment.
3. Problems at the retired: transactions.
    - a. The house of a. developers to consumers in a timely the certificates
    - b. house when consumers have already liquidated the payment of a price of.
    - c. public and social facilities which / embodied in advertising brochures.
    - d. quality of buildings .

In relation to a binding agreement buying and selling condotel between developer, with consumers the responsibility of a developer can be seen since the issuance of a brochure offering condotel by developers the implementation of a binding agreement trading condotel between developers with consumers until idul submission to the buyer condotel from developers (Pawana, 2019). Basically a covenant is made by an agreement free between two parties who capable to act by law (working conditions subjective) for executing a feat not contrary with the applicable regulations, propriety, decency, public order, and conventions in the public (working condition objective) for executing a subjective achievement not contrary (S. H. Suwardi & HUM, 2019). But, whether we from both sides in a any negotiations, which in turn delivery a agreement not always favorable for one of the parties. In the business also shows the a of the agreement it often be translatabe in standardized and / or raw klausula in every document or agreement made by either party who more dominant. from the other side the agreement, raw namely (Adi et al., 2021):

1. Its contents set unilaterally by the party position (its economy is strong);
2. The community / any bites at all not come with - at determine its terms;
3. Impelled by the needs of prospective consumers forced to accept a deal;
4. A certain form (written);
5. Prepared en masse and collectively.

According to sutan r my sjahdeni, agreement raw agreement by deed a notary, when made by a notary with clause - clause that just take over it clause - clause that have be standardized by one party, while the other party does not have a chance to negotiate for changes to clauses -, that clause and the agreement was made in a notarial deed is also a raw deal based on the above descriptions , it is obvious that the essence is the agreement that has been in default standard its contents by the strong economy, while the others are asked to accept or reject it. When a candidate consumers accept the content of the agreement, he signed the agreement, but when he refused, that agreement did not exist because the debtor does not sign the agreement (Nurwulan, 2015).

## **2 RESEARCH METHODS**

Research methodology used normatif where writer do research through legislation or a norm - a norm law that is in the As the behavior of the business world associated the survey, upon dwelling of a dwelling that is reference to act - act number no.1 year 2011 about housing and settlement act no. act - 8 years 1999 about consumer protection. In such circumstances should not still hak- to see the consumer as having a condotel etikad so stay the protection law is in accordance with the law.

## **3. RESULTS AND DISCUSSION**

### **In the legal relation parties in PPJB**

By attract the buyer to invest their capital dicondotel, often the developer or management condotel Among them are rental guarantee or warranty, rent as well as free accommodation to investors. Condotel the average rent standart warranty condotel are approximated between 9 % nine percent per year or 10 % (ten percent) per year while for the stay for free in a year on average for 21 (twenty one) 30 up to thirty days. Profits that can be expected when there is consumers or investor as well as invest dicondotel profits which can be collected investors can at 13 % (thirteen) per cent per month. The number of condotel there has been too much in indonesia, and the potential of the tenants. A product to consumers did not happen directly but through marketing channels the producers and or medium intermediaries , so a result of producers industrialize is in build condotel arising legal issues With respect to the disabled specifications building or not in accordance with the promise made to the consumers, good meaning the finansial, financial and non,the real example that occurs in the practice of the defaults of developers, namely the handover of and building specification is not in accordance with advertising or the full what is promised or there are the defaults from managers who have lost the, consumers whether it is ownership or the inhabitants of condotel, and others.

Legal protection for buyers, condotel the ownership and occupancy is to take a god does that was responsible for consumer protection the is an agreement within transaction with PPJB. Not least the consumer in indonesia less equipped, law hence the idea that consumers were harmed have not had the courage of the consumers to take legal action. This led to developers underhanded and irresponsible and get a feel benefit. In the past when the developer which is considered really meritous for economic development of a country and got a higher profile, so today protection against consumers to be more attention in accordance of the growing protection to the rights of on human rights (ham).

Monopoly and the absence of consumer protection has put the position of consumers in the lowest level in the face of developers. For that reason the customer is seen as a weak law need to be greater protection than the – past. In connection with it in various countries, especially in countries - the developed states and international renewal in this world do - renewal laws relating to developer, responsibility, especially in order to facilitate the provision of compensation for the consumer who suffers loss due to the building condotel who buy and sell as a consideration to invest in the field of property. As for legal basis activity protection consumer in indonesia specifically arranged in act -- act no. 8 1999 on consumer protection. To hear and to consumer protection in general that is all the efforts made vouches for the legal certainty to afford protection to consumers (Santoso, 2015).

However possibility in practice in terms of property investors have not received (consumers) still felt The implementation of investment and have promised will be provided through programs developer, condotel kondomi nium (in the course of development and hotels). In perspective, testament law as known engagement of that was on the agreement as the relations law in in the wealth etween one person (or more) which the one (debtor) to do a feat an, while the other party (creditors) entitled to this achievement. This means that the legal relationship to the obligation achievements to the parties the (achievement counter) achievement. In other words engagements delivery rights and obligations the to obeyed and bring harm law charged sanctions when violated. The rights and obligations of the parties , the seller developer the exact number of normative have been regulated in a few rules, there are only seven in act law flat (Indradewi & Achmad, 2021):

Related to the marketing

Article 42 set

1. The development will do condotel carried out before the development of marketing.
2. In terms of the marketing were done before the construction condotel as intended under paragraph (1) development agents at least - lack of must have :
  - a. A certainty the allocation of spac
  - b. Certainty land rights.
  - c. Certainty condotel mastery of low cost or stat.
  - d. In the construction of flats or condotel and.
  - e. Security for the construction of flats or condotel from the guarantee.
3. In terms of the marketing were before the construction condotel as referred to in paragraph (2) everything promised by the perpetrators of development and marketing / or agent fasten as the binding sales purchase agreement (PPJB) on the parties (Anindita et al., 2016).



Relating to the terms of the implementation of PPJB.

Article 43 set :

- (1) process trading units condotel condotel finished before the development of the units can be done via PPJB made before a notary.
- (2) PPJB as referred to in paragraph (1) done after: certainty for fulfilling the requirements.
  - a. the land ownership status.
  - b. building permits ownership .
  - c. the availability of infrastructure, facilities, and utilities common.
  - d. has been developed at least 20 % (twenty percent).
  - e. it promised.

Relating to the implementation of buying and selling.

Article 44 set :

- (1) the process of the bargain which done after development units condotel completed through certificate trading (AJB).
- (2) condotel was given as completed development as intended under paragraph (1) when has been published.
  - a. certificates worthy. function
  - b. certificates of ownership condotel units or certificates of possession of buildings condotel units.

Relating to when the application of the practice of decipher rights and obligations the seller and buyer is as follows :

The right buyer among other things :

1. Have a guarantee that kondotel units that will buy and sell the other hand. free from prosecution.
2. Have a guarantee of responsibility kingdom of development kondotel units.
3. Have plans and kondotel units as set forth in appendix bestek constituting a unit which are parcel with a binding agreement of sale.
4. Have facilities such as free are 21 days a year.
5. Have buy back guarantee, return investment.

4 buyer obligation:

Pay the price kondotel units and company based on the agreement that constituting a unit with inseparable with a binding agreement of sale.

The seller

1. Responsible kondotel of the development.

2. Guarantee to the buyer that kondotel units for sale buy free from the other parties.
3. Facilitate as free stay 21 days in one year.
4. Give it would buy back a guarantee, return on investment.
5. rights seller.

Receive a payment of the remaining kondotel units that are set out in accordance with the agreement constituting a unit which are parcel with a binding agreement of sale. Legal remedy for a buyer to uphold their rights in the trade kondotel units law was created as a means to regulate rights and obligations subject, law good man or a body of law to be able to manage them well and get his due in an appropriate manner. Legal protection appear related relationship between the government and the people now so it appeared the legal protection for the. Law performs function as a protection the benefit of man, for that law should be implemented and on the run. Law performs function as a protection the benefit of man, for that law should be implemented and on the run due should get legal protection. Legal protection distinguished two namely preventif legal protection and legal protection repressive (Ibrahim, 2018).

Of the protection of law and the people in preventive rugikan given the chance to lodge an objection and opinions before a government decision be. devinitif form. Meaning protection koerniatmanto soetoprawiro that protection law according to the law of a will is an the authorities to guarantee and ease in such a manner as, so that each all citizens or residents.

#### **4. CONCLUSION**

Conclusion virtue of the existing problems and discussion described above , so a conclusion can be drawn as follows, Legally normative the responsibility of business players stipulated in article 19 act number year -undang 8 1999. about consumer protection and legal aspects binding trading (PPJB) which engagement to law tends to disadvantage due to buyers the thing has been arranged in provision in uurs number 20 year 2011 flat article 42 (1) and article 43 (2) set the rules about marketing gikan buyers thing has been stipulated in the provisions of uurs number 20.

#### **Suggestion**

The existence of raw agreement (PPJB) should be regulated in the - its own laws in some developed countries like the netherlands, america and japan have been properly formed take care of formed supervision especially related to the implementation of any agreement PPJB. The first, supervision through the formation of the - act which specifically regulates. raw deal. Both, by forming the commission raw deal under the ministry of law and human rights. A task the



commission check raw a deal before marketed to public. With this the problem happened have that can be minimized.

## REFERENCES

- Adi, M. S. O., Suparto, S., & Rubiati, B. (2021). LEGAL PROTECTION FOR JIMBARAN VIEW BALI CONDOTEL BUYERS WHO HAVE RECEIVED DELIVERY OF THE CONDOTEL UNITS AND HAVE SIGNED THE DEED OF SALE AND PURCHASE BEFORE THE DEVELOPER IS DECLARED FROM THE RELATED LAW. *Padjadjaran Axis Journal of Law*, 3(1), 100–113.
- Anindita, P., Saptono, H., & Suharto, R. (2016). Developer Responsibilities To Condotel Buyers Consumers In The Case Of Changing Hotel Operators. *Diponegoro Law Journal*, 5(2), 1–17.
- Asnan, M. F., Adhim, N., & Ardani, M. N. (2022). JURIDICAL STUDY OF BUYING BINDING AGREEMENTS OF FLAT UNITS (Case Study Number 101/PDT. SUS-PKPU/2020/PN. Niaga. JKT. PST.). *Diponegoro Law Journal*, 11(2).
- Ibrahim, F. A. (2018). Blocking of Land Books Performed by the Buyer Based on the Deed of Sale and Purchase Binding Agreement. *Notarius*, 11(1), 43–53.
- Indradewi, A. A., & Achmad, A. S. (2021). LEGAL PROTECTION AGAINST CONDOTEL UNIT OWNERS IN CASE OF Default BY THE DEVELOPER (Case Study Decision No. 5/PDT/2020/PT SMR). *Perspective*, 26(3), 154–162.
- Nurwulan, P. (2015). Legal Aspects of Sale and Purchase of Flats/Apartments in the Special Region of Yogyakarta in Relation to the Role of a Notary-PPAT. *Journal of Law Ius Quia Iustum*, 22(4), 674–697.
- Paramadani, S. P., Rubiati, B., & Suwandono, A. (2020). Legal Protection for Buyers of Non-Residential Flats (Non-Occupancy) Based on Law Number 8 of 1999 concerning Consumer Protection and Law Number 20 of 2011 concerning Flats. *ACTA DIURNAL Journal of Notary Law*, 4(1), 18–35.
- Pawana, S. C. (2019). Conception of the Sale and Purchase Agreement of Owned Flats as a Panjer. *Acta Comitatus: Journal of Notary Law*, 7–14.
- Santoso, B. (2015). 40 Mistakes in the Property Business. *Elex Media Komputindo*.
- Sari, I. P. (2019). Responding to Legal Problems in Marketing of Flats Using the Pre Project Selling System. *Jurist-Diction*, 2(3), 933–948.
- Subekti, S. H., Lestari, V. N. S., & SE, M. M. (2020). Legal Protection for Landed House Consumers in a Sale and Purchase Contract Based on a Sale and Purchase Binding Agreement. *Jakad Media Publishing*.
- Suwardi, S. H., & HUM, M. (2019). Legal Protection for Apartment Buyers Due to Action of the Default Developer. *Prizren Social Science Journal*, 3(2), 94–99.

*This work is licensed under a [Creative Commons Attribution-ShareAlike 4.0 International License](https://creativecommons.org/licenses/by-sa/4.0/)*

**ISSN print [2086-6852](https://doi.org/10.24066/yurisdiksi.v18n3.2022) and ISSN Online [2598-5892](https://doi.org/10.24066/yurisdiksi.v18n3.2022)**

---

Suardi, S., & Silfiah, R. I. (2022). Legal Protection For Buyers Condotel Affected Pandemic Covid-19. *Pattimura Law Journal*, 6(2), 69–94.

