



The Urgency of Legal Protection for Consumers in Case of House Selling Developer Breach Through Bank Credit Agreements

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Abstract. The desire to own a residential home is prevalent among many individuals. To fulfill this aspiration, businesses have emerged to assist individuals or groups in realizing their dream of homeownership. As a financial intermediary, banks play a crucial role in providing credit to those seeking home ownership, particularly through house construction projects. However, practical challenges have been observed in cases where houses are not fully completed, leading to default by the developers. To address such issues, an Agreement for Sale and Purchase (PPJB) is established as an initial understanding. In providing home ownership loans, banks do not necessarily provide credit just like that without regard to the guarantees provided by the debtor. This is to guarantee the credit that will be obtained by the debtor. The question posed in this article is: What is the process for purchasing and selling homes using a bank credit system? What are the legal repercussions of a developer defaulting on a loan to purchase or sell a home? A statutory and conceptual approach is applied in this study's normative legal research technique. As stated in Article 19 paragraph (3) of the Consumer Protection Act, the procedure for granting credit with a bank credit system to facilitate transactions is that the bank applies the 5 C principle, which includes Character, Capacity, Capital Collateral, Economic Condition, and the form of Consumer Losses can be used to sue Developers for Compensation to General Courts. recompense in the form of costs, damages, and interest in accordance with the guidelines of Article 1246 of the Civil Code that result from mistakes and illegal behavior. Developer accountability takes the form of paying the money collected plus interest and other expenses.

Keywords: Kata kunci: Agreement, credit, default.

1 Introduction

The construction industry is expanding quickly on residential property as the economy matures. This is evident from the offers of housing that cater to the needs of the community. Everyone has the right to a decent and healthy environment, as well as the ability to live in material and spiritual success. These are fundamental human needs that are strategically important in determining the character and personality of the country. It is essential to develop an independent, self-identified, and productive Indonesian population as a whole. In light of the foregoing, it is clear that Indonesia's national development strives to create a materially abundant, morally upright, equitable, and wealthy society based on Pancasila and the 1945 Constitution of the Republic of Indonesia. Mahaputra (2022).

The state is in charge of safeguarding the entire Indonesian country by planning residential areas and housing so that everyone in Indonesia can live in decent, inexpensive housing that is also healthy, safe, peaceful, and sustainable. In order for the community to function as a functional unit in terms of physical spatial planning, economic life, and socio-culture that is able to guarantee environmental sustainability in accordance with the spirit of democracy, regional autonomy, and open government, the government needs to play a greater role in providing housing and settlement facilities and assistance to the community. Everyone or a private party can help meet the need for housing by building decent, safe, harmonious, affordable, independently-run, and sustainable residential homes. The State is not the only entity required or able to coordinate the provision of housing.

With the high demand for houses, there must be a legal instrument that can underlie the process of owning a house. In order for a home ownership process to run well, there must be legal action between the buyer and the vendor. The legal action in question is the existence of an agreement in the process of home ownership. An act by which one or more persons tie themselves to one or more other people is referred to as an agreement under the terms of Article 1313 of the Civil Code. If there is no agreement or understanding between the parties, the agreement will not exist. Approval is indicated by unconditional acceptance of an offer. Another way to put it is that what one side offers, the other party accepts. Legal actions for buying and selling homes are one type of legal action related to home ownership. Purchasing and selling are typically done through an agreement, sometimes known as a sale and buy agreement.

The understanding that the sale and purchase has been born and binds the parties, namely the seller and the buyer, as soon as they come to an understanding regarding the item being traded and the price to be paid constitutes the basis of the sale and purchase agreement. According to the rules of Article 1457 of the Civil Code, buying and selling is defined as an agreement whereby one party commits to delivering the object and the other party commits to paying the agreed-upon price Kartini (2004). The buyer in an agreement has the right to demand the implementation of the accomplishments in the engagement that resulted from the seller's obligations in the agreement. These obligations and privileges take the form of accomplishments. The

agreement that resulted from the agreement is being put into effect by carrying out the accomplishments in it, as agreed upon by the parties to the agreement Kartini (2010).

Delivery of the promised items must be mentioned in the sale and purchase agreement because it is a prerequisite for every contract. A sale purchase in the form of relinquishing rights for all time is considered to have taken place when something has been agreed upon but in practice the object of the agreement has not been transferred. At that time, the buyer also makes a payment that is accepted by the seller.

The sale and purchase agreement must include the following legal provisions, which are governed by Article 1320 of the Civil Code:

1. Consent of individuals who will be bound;
2. Capacity to make agreements;
3. A specific item; and
4. A legitimate reason.

These four requirements must be met in order for the terms of sale and purchase to be considered binding legal documents. However, not a few parties enter into agreements without paying attention to these conditions.

The legally binding sale and purchase agreement between the developer and the buyer, however, does not always go smoothly. It frequently happens that one of the parties will engage in illegal behavior during the procedure. The issue of the developer canceling the sale and purchase agreement against purchasers who have broken an agreement is one of the phenomena that has happened in the context of buying and selling homes. The illustration of the problem is as follows: the developer sells his house to the buyer with the condition that the certificate is still in the form of a master certificate. A Sale and Purchase Deed (AJB) is drafted and signed by the parties to the sale and purchase. The certificate has been split (splitting), but has not been processed back to the name of the buyer. The certificate should have been issued to the purchaser, but this was not the case in this case. The certificate is actually guaranteed by the seller to the Bank for credit applications and Mortgage rights installed without the knowledge of the buyer. The buyer only finds out after the Bank wants to confiscate the house and land that the seller has guaranteed because the seller defaults or defaults on the credit agreement he has agreed upon.

Article 8 of the Mortgage Law is not being complied with by the seller, so he is not authorized to grant the Mortgage and register it at the Land Office, because previously there had been a purchase and sell of land and a purchase and sell Deed (AJB) had been signed between the seller and the buyer, so that land rights passed to the buyer from the vendor. The Land Office should also refuse the registration, because the registration was carried out by an unauthorized person. Given this, the Land Office actually accepted the registration of Mortgage Rights and issued Mortgage Certificates which led to the birth of Mortgage Rights. Obviously this is an unlawful act committed by the Land Office. Judging from this, the developer has defaulted on the buyer due to a broken promise.

Mortgage Rights on Land and Objects Related to Land, Law Number 4 of 1996, has been published, so that the provisions regarding Mortgages on land contained in Book II of the Civil Code and provisions regarding Creditverband contained in Stb. 1908 No. 52 is declared no longer valid, because it is deemed no longer suitable for

the requirements of credit operations, as they relate to the expansion of the Indonesian economic system.

Moving on from the background mentioned above, the problems that will be discussed in this paper can be formulated as follows: What is the procedure for buying and selling houses with a bank credit system? What are the legal consequences for default by developers buying and selling houses through bank credit agreements?.

2 Method

Legal research is separated into two categories, according to Soerjono Soekanto, namely normative legal research and empirical legal research. Soekanto (1986). The research methodology employed in this study is normative legal research, which is strengthened by empirical data. Examining primary legal materials, secondary legal materials, and tertiary legal materials is how normative legal research is done Aditya (2020). The statutory approach and the conceptual approach are the two types of approaches that were utilized in accordance with the sort of legal study that was used, namely normative. Normative legal research is a type of legal analysis that looks at written law from a variety of angles, including theory, history, philosophy, structure, content, scope, consistency, overall explanation, article by article, formality, binding force, and the language used in the law Muhammad (2004).

3 Results and Discussions

3.1 Home Sale and Purchase Procedure with Credit System Bank

Houses built by housing development organizers can be sold to consumers with a full payment system. Not everyone has the ability to buy a house built by a housing development organizer with a full payment system due to limited economic capacity. To provide an opportunity for consumers to be able to own a house built by a housing development organizer, this can be done by purchasing a house on credit through a Home Ownership Loan. Johanes Ibrahim Kosasih stated that Home Ownership Credit (KPR) is a form of consumer credit, also known as a "housing loan" (loan given to buy a house). The provision of this facility is meant for customers who require a home for personal, family, or household needs; it is not meant for commercial usage and does not add value to the community's supply of goods and services, Santoso (2004).

In connection with the credit agreement, according to the author, both the bank as a creditor and the customer as a debtor must pay special attention. This is due to the credit agreement's crucial role in the approval, administration, and use of the credit. Munir Fuady contends that the credit agreement is not a loan-to-use agreement as defined in Article 1754 of the Civil Code but rather a collection of unnamed general agreements that are governed by general provisions regarding agreements, clauses in contract articles, and judicial precedent Munir (1996). When extending credit to the

general public, the bank must have faith that the money it is lending will be returned on time, with interest accrued in accordance with the terms of the credit arrangement mutually agreed upon by the bank and the customer in question.

To find out the ability and willingness of customers to return loans on time, in credit applications, banks need to review credit applications, namely as follows Sutedi (2012) :

1. Character

An evaluation of the potential borrower's personality or character is one of the factors that the bank must take into account before extending credit because a bad character will also result in bad behavior. This bad behavior includes not wanting to pay debts.

2. Capacity

In order to estimate his ability to repay his obligations, a potential debtor must also be aware of his business capabilities. It is undoubtedly impractical to grant credit on a broad scale if the business capability is small.

3. Capital

Prospective creditors should be aware of a debtor's capital since it will have an impact on how well they will be able to repay their debts. A debtor's capital and financial capacity will also determine how well they will be able to repay their debts. So, the problem of liquidity and solvency of a business entity becomes important. It can be known, for example, through the financial statements of the debtor company, which, if necessary, requires an audit by an independent auditor.

4. Collateral

There is no doubt that how important the function of collateral is in every credit grant. Therefore, even the law requires that collateral must be present in every credit grant. Even if the collateral is for example a claim right issued from a project financed by the credit in question. Collateral is the last resort for creditors which will be realized or executed if a credit is really in a bad state.

5. Condition Of Economy

Micro and macro economic conditions are also important factors to be analyzed before a loan is given, notably those pertaining to the debtor's business specifically, for example if the debtor's business is a sector that has been protected or given monopoly by the government.

In providing credit, banks generally will not give credit just like that without regard to the guarantees given by the debtor to guarantee the credit he gets. Therefore, when extending credit, the bank asks the debtor to provide collateral as collateral to secure the credit. Such as land and houses that are most often used as collateral, because financial firms that offer loan facilities prefer land and houses as collateral for debt payments. This is because land and houses are generally easy to buy and sell, and their prices continue to increase, they have proof of title, and they are difficult to embezzle and can be burdened with mortgages which give creditors special rights. As for the land and the house itself in banking practice, it includes material guarantees which are better known as collateral rights.

Home Ownership Credit (KPR) is a loan provided by a bank to a borrower for the purpose of buying a home and its land rights built by a housing development or-

ganizer, within a certain period of time the debtor repays the credit (debt) to the bank accompanied by interest. The house purchased by the debtor becomes collateral for extending the debtor's credit (debt) to the bank burdened with Mortgage Rights. Purchasing a house with a credit system from a housing development provider is regulated in Article 43 and Article 44 of Law Number 1 of 2011 concerning Housing and Residential Areas, namely :

a. Article 43 :

1) Construction for single houses, row houses, and/or flats, can be done on land :

a. The power of ownership

b. Building rights, include management rights and rights to use state property.

c. Usufructuary rights over state land.

2) Home ownership as referred to in paragraph 1 can be facilitated by credit or home ownership financing.

3) Credit or home ownership financing as referred to in paragraph 2 can be encumbered with a Mortgage Right.

4) General housing loans or financing do not have to be burdened with mortgage rights.

b. Article 44 :

1) The construction of single houses, row houses, flats, and/or flats units may be subject to debt guarantees as for repayment of funding or credit.

2) Repayment of funding or credit as referred to in paragraph 1 is made to finance the implementation of the construction of flats, single homes, or row homes.

Houses are purchased through a credit system from housing development providers, specifically, as single homes, row homes, or apartments. The types of houses available for purchase and sale include commercial houses, self-help houses, and public houses, while special houses and country houses cannot be bought and sold. Building use rights on state land, building use rights on land with management rights, or usufructuary rights on state land are all included with houses traded using a credit system. Housing development organizers can sell houses using a credit system if they already possess land rights certificates or possessive rights to apartments in fractions. The parties involved in buying a house through a credit system are: Housing Development Operators, Home buyers, Banks, Notary Public, Land Deed Making Official, and Regency/City Land Office.

The steps involved in purchasing a home using a credit system that connects housing development companies with prospective homeowners via a home purchase credit, specifically: The location, the land rights situation, the type of house, the size of the lot, the size of the house, and the price of the house are the requirements for the house to be purchased. The master certificate or the certificate of fractions per plot still exists for the land on which the house is situated.

a. Agreement on the home's sale and purchase price between the organizer of the housing development and the home buyer.

The home buyer follows up the payment of the down payment or receipt of the purchase of the house to the housing development organizer. Payment of down payment or receipt of purchase of a house by the home buyer is made proof of payment by the organizer of the housing development.

b. Housing development organizers contact a bank that will provide funds for housing payments for home purchases.

Agreement on the sale and purchase price for the home, the housing development organizer contacts the bank that will pay the purchase price for the house. The property of buying a house will be paid by the bank to the organizer of the housing development.

c. Provision of debt or credit by banks to home buyers.

To cover the cost of the home that the buyer will purchase, the home buyer applies for a loan or credit to the bank. Banks examine the ability of home buyers to repay debt or credit within a certain period of time, so a debt agreement or credit agreement is drawn up between the bank and the home buyer. A notarial deed or private deed can be used to create a debt arrangement or credit agreement between the bank and the home buyer.

d. The official creating the land deed prepares the deed of sale and purchase.

For the purchase of a house, a sale and purchase deed of land rights and the house building on it is made by the authorized Land Deed Making Officer (PPAT). The Land Deed Deed Official had previously signed the sale and purchase deed. If income tax (PPH) was due, the housing construction organizer was required to pay it; if duty was due, the home buyer was required to pay the Land and Building Rights Acquisition Fee (BPHTB). The rights to the land and the building of the home are transferred from the developer of the housing complex to the home buyer through the creation of a sale and purchase deed of land rights by a licensed land deed official.

e. Registration of land rights transfers resulting from sales and purchases.

The Regency/City Land Office whose service area includes the aforementioned location is where the Deed of Sale and Purchase of Land Rights is registered after it has been prepared by the designated land deed official. In order to change the name of the holder of land rights from being on behalf of the housing development organizer to being on behalf of the home buyer, the registration of the transfer of rights is done. The bank, which is providing the financing for the purchase of the house, retains the land rights certificate that is already in the name of the home buyer.

f. Mortgage Right is imposed when a power of attorney is made.

The Land Deed Official (PPAT) makes a power of attorney imposing collateral rights (SKMHT) on the house purchased by the home buyer from the implementation of the housing development while awaiting the completion of the registration of the transfer of land rights due to the sale and purchase of the district/city land office.

g. Imposition of Mortgage on the house and the rights on the land.

Land title certificates that are already in the name of the home buyer are used as collateral for debts burdened with Mortgage Rights. The bank is domiciled as the holder of the Mortgage or Creditor, while the house buyer is domiciled as the Mortgage or Debtor. Land rights along with house buildings are used as collateral for debts burdened with Mortgage Rights with the intention of becoming guarantees for repayment of the home buyer's debt to the bank

h. Repayment of house prices with a credit system.

Home buyers pay the price of the house they buy in installments or to the bank within the time frame that the bank and the home buyer have agreed upon. The

amount of installments or credit that must be paid every month by home buyers by agreement with the bank.

i. Mortgage Elimination (ROYA)

The buyer has fully paid the purchase price of the home as well as the rights to the home, therefore the bank, as the holder of the mortgage right or the creditor, notifies the head of the Regency/City Land Office to remove the mortgage right (Roya) on land rights burdened with mortgage rights.

j. Submission of land title certificates and houses.

The price of the house that has been paid in full through installments or credit by the home buyer to the bank, then the bank will hand over the certificate of Land Rights to the other person's home buyer who authorizes the home buyer.

From the description above, it can be understood that the procedure of buying and selling houses with a bank credit system is divided into two discussions in this writing. The first is about the bank credit agreement that deals with the procedures for providing credit through the bank. The second is about the house purchase agreement with a bank credit system, which also explains the procedures for buying a house through credit between the housing development organizer and the homebuyer using a Home Purchase Credit (KPR), in order to facilitate the transaction of buying and selling houses.

3.2 Legal Repercussions of Default by Developers Selling and Buying Houses Through Bank Credit Agreements

In implementing the sale and purchase agreements for residential houses, the developer enforces a standard contract in each contractual contract for the acquisition and sale of residential properties. In these agreements, all contents are determined unilaterally by the developer, who holds a stronger position than the consumer. The use of standard agreements (standard contracts) causes significant losses for consumers who buy houses because the arrangement of rights and obligations in the standard agreement is not balanced and tends to favor the developer. The first thing to assess is whether a contractual relationship exists between the producer/seller and the consumer/buyer in the event that something happens that is harmful to the consumer/buyer, such as a loss resulting from using or consuming a product. Consumer/buyer losses can occur in two ways: due to unlawful acts committed by producers/sellers and due to contractual relationships. If producers and consumers do not have a contractual relationship, they must interpret the circumstances surrounding the incident as a tort (illegal act).

Regarding the producer's responsibility to consumers who suffer losses due to defective products, the consumer/buyer, as a plaintiff, must be able to prove the existence of an act that can be qualified as an unlawful act. This involves showing that the actions of the producer/seller are unlawful, either through a violation of consumer rights or by the producer committing acts contrary to their legal obligations, violating decency, or engaging in actions contrary to propriety in social life or business practices, particularly with regard to manufacturing and distributing their goods.

In addition to default situations, as was previously indicated, developers violate Article 7 of the Consumer Protection Act as entrepreneurs and are consequently viewed as having undertaken unlawful conduct. The Civil Code's Article 1365, in conjunction with Articles 1366 and 1367, specifies that any illegal activity, negligence, or carelessness committed by a person or by a person who is that person's dependent, it harms another individual, requires the offender to pay compensation for the loss caused by their fault or the fault of their dependent. This means a person is also required to compensate others for losses caused by goods under their control.

If it is found that there is a contractual relationship between the maker/seller and the purchaser, the second stage is to search for clauses in the contract or agreement that might not be honored, harming the buyer or consumer. Searching for and discovering whether or not there is a contractual relationship between producers/sellers and consumers/buyers is sometimes not easy to do. If it turns out that there is an agreement/contract, even in a simple form between the producer/seller and the consumer/buyer, it can easily be concluded that they are contractually bound. However, in reality this is not always the case. So the next step is to find or collect the facts surrounding the incident that caused the loss and then reconstruct it into a contract/agreement.

After confirming that the goods are obtained through buying and selling, which means that there is a contractual relationship between the producer/seller and the consumer/buyer, then look for which parts of the contract/sales agreement are not fulfilled by the seller. For this reason, it is important to be mindful of the seller's legal obligations and agreements/contracts as well as all kinds of existing guarantees or warranties, as previously described. It is possible that the contract/agreement does not clearly state what the seller's obligations are, if that is the case, then the provisions of the law shall apply. On the other hand, it is also possible that in the contract/agreement several things are stated that exclude the seller's obligations from statutory provisions, in such cases the contents of the contract apply. If there are obligations that are not fulfilled, both according to the contract and according to the law, it can be said that the seller has defaulted.

As an effort to repressively protect the law, that in the PPJB for the house as determined unilaterally by the Developer, consumers can report to the BPSK (Consumer Dispute Resolution Agency) regarding all actions/actions of the Developer which are deemed detrimental to consumer rights. BPSK (Consumer dispute settlement agency) will record reports of complaints from these consumers, and the first step that will be taken by BPSK (Consumer dispute settlement agencies) is to officially summon the Developer for resolution and bring them together with the consumer who made the complaint report. The meeting between the consumer and the developer for the first time is called conciliation. The purpose of conciliation is to bring together the disputing developers and consumers to identify views and find a solution that benefits both parties (win-win solution). BPSK only seeks to passively listen.

If an agreement is not reached, the BPSK (Consumer Dispute Resolution Agency) will take over the problem and form a panel of judges who will be tasked with resolving disputes between the consumer and the developer. This is known as an Arbitration trial. In the first trial of the Arbitration, the parties to the dispute were given the op-

portunity to seek peace. If peace is not reached, then in the next trial, the real trial will be held, namely examining the evidence presented by each of the parties to the dispute. The Panel of Judges' ultimate decision in the arbitration session at BPSK is conclusive and binds both parties.

As for the developer who does not deliver the building on the promised date, then it can be said that it has not achieved. Alternatively, if it has been built but has not been delivered at the agreed time, then it can be said that it has achieved but is late or has achieved but is not in accordance with what was promised. Buyers who are harmed by the developer due to broken promises or defaults can sue the developer in the form of compensation costs. A person who defaults gives the right to another party who has been harmed to sue for compensation. Regarding the form of compensation, it can be in the form of reimbursement of costs, losses, and interest, according to the guidelines of Civil Code Article 1246, which establishes:

“Costs, losses and interest that the creditor may claim for reimbursement, generally consisting of losses that he has suffered and profits that he should have been able to enjoy, without prejudice to the exceptions and changes”

Claims for compensation arising from defaults can be in the form of compensation for losses and interest as mentioned in Civil Code Article 1246. Subekti further explains costs, losses and interest as follows: Costs mean costs that have actually been incurred. Losses mean losses actually suffered due to negligence of the debtor. Interest means that the profit that has been calculated previously will be received Subekti (2005). Regarding claims for payment in the form of costs, losses, and interest refund, not all of them must be fulfilled, but only the losses that have actually been suffered by the creditor due to the debtor's negligence in failing to satisfy the contractual duties.

Article 1365 of the Civil Code governs claims for compensation based on wrongful acts and states:

" Any illegal activity that harms others requires the individual who, by error, caused the loss to occur, to make up for the loss.."

The elements contained in the above article, namely: Acts that violate the law (on-rechtmatige daad); There must be an error; A loss must be suffered; There must be a connection between the act and the loss.

Developers who do not fulfill their obligations, namely not immediately handing over the building, in this case the house, means violating the provisions of Law No. 8 of 1999's Article 7 and Article 16 on consumer protection, can be said to have violated rights and propriety if the action is very detrimental to other people's legitimate interests, useless actions that cause harm to other people, which according to normal humans this must be considered Setiawan (1999). Regarding mistakes in unlawful acts, civil law does not distinguish between mistakes caused by the perpetrator's intention, but also due to the negligence or carelessness of the perpetrator. Claiming compensation for business actors to the general court, namely the existence of a time limit for submitting compensation to business actors as stated in According to Section 19 of the Consumer Protection Law:

" the payment of compensation takes place within 7 (seven) days of the transaction date."

Consumers' requests for compensation are based on defaults or broken promises, as stated in Article 16 of the Consumer Protection Law, which reads as follows:

Business actors are forbidden from when determining goods and/or services through orders:

- a. Not carrying out the request or the guaranteed turnaround time
- b. Breaking a commitment to provide a service or achieve a goal

Consumers who file a new lawsuit to the District Court by filing a lawsuit in the form of a claim for compensation through a civil lawsuit. Claims for compensation in civil law can occur due to breach of contract or default and due to unlawful acts or unlawful acts (*onrechtmatige daad*).

4 Conclusion

1. Procedures for granting credit to banks aim to make borrowing money for customers easier, particularly for house buying and selling transactions. The process allows the bank to assess the prospective debtor's ability and willingness to repay the loan. During the credit application review, the bank needs to evaluate several aspects, such as the character (personality) of the prospective debtor, their capacity (business capabilities), the capital they possess, and the collateral they can provide. Additionally, the bank must consider the financial condition of both the prospective debtor and the creditor to determine the suitability of granting a credit loan. Moreover, there is a specific procedure for purchasing a house using a credit system, involving housing construction providers and home buyers through a home purchase credit (KPR). The steps in this process include home buyers selecting the house they wish to buy, reaching an agreement based on the price of the transaction between the buyer and the seller, contacting the bank to provide financing for the house purchase, providing debt/credit to the prospective buyers, preparing an AJB (Deed of Sale and Purchase of Land) by the representative issuing the Land Deed, registering the transfer of land rights in light of the house's sale and acquisition, establishing a power of attorney for encumbrance rights, imposing a Mortgage on the house and the rights on the land, repaying the price of the house with a credit system provided by the bank, eliminating Mortgage Rights (ROYA), and finally, submitting land title certificates and house ownership documents.

2. In the framework of consumer legal protection from developer defaults during the purchase and sale of residential houses under construction, it is done via a PPJB (Binding Agreement on the Sale and Purchase). Both the seller and the buyer's rights and responsibilities are outlined in this agreement. Pertinent articles in the Civil Code (specifically articles 1473 to 1512) regulate actions related to the seller's obligations, focusing on the relationship between consumers and providers of goods or services. As was already noted, when a developer fails, the developer violates the rules of Article 7 of the Consumer Protection Law and commits an illegal act. In response, consumers/buyers can take legal action against developers through a civil lawsuit to seek compensation for losses, costs, and interest, as outlined in the Civil Code, Article 1246.

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