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**LEGAL PROTECTION FOR FINAL CONSUMERS FOR  
BUYING FLATS FROM INITIAL CONSUMERS  
RELATED TO BINDING AGREEMENTS OF SALE  
AND BUYING IN PAID BASED ON THE PRINCIPLE  
OF GOOD FAITH**

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**ABSTRACT**

Apartment ownership has become an important phenomenon in the rapidly growing property industry. The increase in population growth is not balanced with the availability of existing land. Flats are often sold by early consumers with a Sales and Purchase Binding Agreement in full without the developer's knowledge. The aim of the research is to gain an understanding of buying and selling apartments between early consumers and buyers based on PPJB Paid Off and legal protection for buyers. This study uses a normative juridical approach, which is descriptive analysis in nature, with a library research stage that includes primary, secondary and tertiary legal materials as well as field research, data collection techniques carried out through document studies and interviews. The results of the study show that buying and selling apartments between initial consumers and buyers with paid PPJB can be considered with the principle of good faith by taking into account several points of caution as early consumers and buyers. Buyers with good intentions should upgrade the PPJB to a Sale and Purchase Deed (AJB) so that the Certificate of Ownership of the flat unit can be issued in accordance with the name of the buyer.

**Keywords:** flats; sale and purchase binding agreement; the principle of good faith.

**INTRODUCTION**

Land is the most basic need for human life and is very important for human life it is always related to all of their activities, the importance of land for human life, land is a necessity for humans to survived. The need for land continues to increase in various sectors such as housing and settlements, while the available land plot are very limited and was not increase so that they are not in proportion to the

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increasing demand.

The population growth affects the demand for land to increase as a place to live. Mainly the need for land continues to increased in various areas of life, such as housing and settlements, while the available plots of land are very limited and do not increase compared to the increasing demand. The apartments are option for new families with several considerations. One of them is by getting strategic housing at lower prices and being able to do mobility easily.

Apartments development is an alternative to solving the problem of housing and settlement needs. Due to the increasing need for housing and land not increasing and limited, apartments are the choice for new families. with several considerations, one of which is getting a strategic location at an affordable price so that mobility becomes easy.<sup>1</sup>

Flats are regulated in Law Number 20 of 2011 concerning Flats (hereinafter referred to as UURS). The definition of an apartment is a multi-storey building built in an environment which is divided into sections that are functionally structured in the horizontal and vertical directions and are units each of which can be owned and used separately, especially for residential areas equipped with separate sections. Together, shared objects, and shared land.

The construction of flats can be carried out or organized by State-Owned Enterprises (hereinafter referred to as BUMN) or Regionally Owned Enterprises (hereinafter referred to as BUMD), Cooperatives, Private Owned Enterprises (hereinafter referred to as BUMS) engaged in this field, as well as non-governmental organizations. Flats can be built on property rights, building use rights, usufructuary rights over state land or usufructuary rights over land management.<sup>2</sup>

One of the alternative to solving the problem of housing needs, especially in urban areas with a high population, is the development of flats, which can reduce land use. However, due to the high level of community activity and the dense population in urban areas, residential land is increasingly limited, which makes it difficult to obtain residential land and results in a decrease in the community's quality of life.<sup>3</sup>

The implementation of buying and selling apartments is mostly done to benefit developers and potential final consumers of apartments, buying and selling apartments is usually done by ordering apartment units in advance, which is then included in the

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<sup>1</sup> Adrian Sutedi, (2012). *Hukum Rumah Susun & Apartemen*, Jakarta: Sinar Grafika, p. 3.

<sup>2</sup> Supriadi, (2009). *Hukum Agraria*, Jakarta: Sinar Grafika, p. 244.

<sup>3</sup> Paramadani, S. P., Rubiati, B., & Suwandono, A. (2020). Perlindungan Hukum Bagi Pembeli Rumah Susun Bukan Hunian (Non-Hunian) Ditinjau Berdasarkan Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen dan Undang-Undang Nomor 20 Tahun 2011 tentang Rumah Susun. *ACTA DIURNAL Jurnal Ilmu Hukum Kenotariatan*, 4(1), p. 19.

PPJB (Sale and Purchase Binding Agreement) as a temporary binding of the apartment unit.

The sale and purchase binding agreement or PPJB is carried out before the practice of buying and selling of an object. According to R. Subekti, this is an agreement made between the seller and the buyer before buying and selling can be done. Some of the conditions required for this sale and purchase include, but are not limited to, the unavailability of land rights certificates because land rights are still in process or have not been paid.<sup>4</sup>

The Formulation of the Civil Chamber, General Civil number 7 of the Supreme Court Circular Letter (SEMA) Number 4 of 2016 concerning the enactment of the Formulation of the Results of the 2016 Supreme Court Chamber Plenary Meeting as a guideline for carrying out tasks for justice, which states If the buyer has fulfilled all the requirements to pay the land price, has authority over the property, and does so in good faith, then the land rights will be legally transferred in accordance with the Sale and Purchase Agreement (PPJB).

The provisions of Article 26 of the UUPA, one way to transfer land ownership rights is by buying and selling, reinforced by Article 3 PP Number 18 of 2021 concerning Management Rights, Land Rights, Flats Units, and Land Registration. The Scope of this Government Regulation includes several things such as Management Rights, Cultivation Rights, Building Use Rights and Land Use Rights, Flats Units, Land Rights or Management Rights on Land on Land and Basements, and Land Registration

Generally PPJB is done because the apartment unit has not been completed and is still in the planning stage, PPJB is usually done in an apartment purchase agreement. In addition, the ownership certificate for the flat unit has not been separated from the main certificate, which has hampered the implementation of AJB. The time it takes to buy and sell apartments from the PPJB until the AJB is made sometimes creates new problems in the community. One of them is the transfer of apartment units to third parties by consumers end, which only requires money based on the final consumer PPJB, even when the apartment unit has not been completed and the splitting or separation of certificates is being carried out.

The problem in this study, how is the sale and purchase of flats between the initial consumer and the final consumer based on PPJB paid off based on the principle of good faith? and How is the legal protection for the final consumer of an apartment when a splitting certificate has been issued on behalf of the initial consumer but has not been submitted by the developer?

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<sup>4</sup> R. Subekti, (1998). *Aspek-Aspek Hukum Perikatan Nasional*, Bandung: PT. Citra Aditya Bakti, p. 29.

## RESEARCH METHOD

The approach method used in conducting this research is a normative juridical method, namely legal research that prioritizes research on norms or rules, literature studies and is supported by field studies regarding Legal Protection for Final Consumers on Purchase of Flats from Initial Consumers related to Agreements Sale Purchase Agreement (PPJB) Paid based on the principle of good faith. Such research can be carried out primarily on primary and secondary legal materials, as long as these materials contain legal principles.<sup>5</sup> This research was also carried out using research specifications that are analytical descriptive in nature, namely clearly describing the applicable laws and regulations associated with legal theories in practice concerning the problems studied.

## DISCUSSION

### **Sale and Purchase of Flats Between Initial Consumers and Final Consumers based on PPJB Paid in Terms of the Principles of Good Faith**

Buying an apartment, two references can be given if reviewed in Government Regulation No. 13 of 2021 concerning the implementation of Flats (hereinafter referred to as PP Flats). First, the deal, where the apartment is seen as a phenomenon, which is intended to meet the needs of the community to live in. Or it could also be called a "landmark". Second, it is an agreement to protect the community in realizing the right to life in terms of housing.

These two benchmarks, at least we can get five discussions that can be considered as a result of waiting. First, the obligation for developers to build 20% of public flats, when the construction of flats is carried out (Article 6 PP Flats). This obligation can be converted into an amount of money (Article 7 Paragraph 3). This means developers have the legal choice of building 20% of public housing or transferring money, which is called a conversion fund. If you take a closer look, this transitional fund could be in the form of a grant or managed fund, and the fund will be transferred to a new body called the Agency for the Acceleration of Housing Implementation (BP3). This legal choice of conversion funds can indeed be a way out of the deadlock that has so far arisen in fulfilling the obligations of development actors. Stalemate due to restrictions and higher land prices.

Second, development gradually. Developers who build public flats and commercial flats designed as an integrated planning system can be implemented in

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<sup>5</sup> Soerjono Soekanto dan Sri Mamudji, (2007). *Penelitian Hukum Normatif – Suatu Tinjauan Singkat*, Jakarta: PT Raja Grafindo Persada, p. 62.

stages (Article 14 PP Housing). Simply put, this stage-by-stage development can mean that when a developer builds a public or commercial flat and the construction is carried out in a large area, the construction is not carried out one stage at a time, but in stages. And each stage is given a maximum of three years from the start of the planning (Article 14 paragraph (2) PP Flat). This provision is important because of the uncontrolled development of development in big cities. For consumers, it can bring a sense of security by taking a gradual approach, so that the ownership process does not have to wait.

Agreement between the parties means that the parties have reached an agreement or there has been a mutual agreement on the will or a will mutually agreed upon by both parties that occurs between the parties without coercion, error or fraud.<sup>6</sup>

Basically, the sale and purchase agreement (agreement to sell) is different from the sale and purchase agreement (*sale agreement*). PPJB is a sale and purchase of objects where the parties agree that the ownership rights to the object will be transferred to the buyer at some point in the future. A sale and purchase agreement is a sale and purchase in which the ownership of the goods immediately passes to the buyer. The same thing applies to binding sale and purchase contracts, namely the preliminary contract before the PPJB, which is consensual in nature, but creates rights and obligations between the parties who enter into it. The result of the PPJB is not the transfer of material rights from the seller to the buyer, but an agreement between the seller (developer) and the prospective buyer for the implementation of the sale and purchase transaction, which will contain the agreement made in the PPJB and then enter into the power listed in the AJB as the principal agreement.<sup>7</sup>

Of the General Civil Chamber number 7 of the Supreme Court Circular Letter (SEMA) Number 4 of 2016 concerning the Enforcement of the Formulation of the Results of the 2016 Supreme Court Chamber Plenary Meeting as a Guideline for the Implementation of Tasks for Justice, PPJB is specifically regulated in Part B of the Civil Chamber Legal Formulation, namely "Transition Land rights based on a binding sale and purchase agreement (PPJB) legally occur if the buyer has paid the full price of the land and has taken control of the object of sale and purchase and is carried out in good faith"

The agreement of the Civil Chamber dated 9 October 2014 in letter a which has been perfected, states that the criteria for a good faith buyer must be protected under

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<sup>6</sup> Aziman Alhamidy, F., Ikhwanisyah, isis, & Muttaqin, Z. (2020). Perlindungan Hukum Konsumen Akibat Pencabutan Izin Mendirikan Bangunan Apartemen (Studi Kasus di Kota Bandung). *Recital Review*, 2(1), p. 93.

<sup>7</sup> Simamora, N. A., Kamello, T., Sembiring, R., & Leviza, J. (2015). Asas Itikad Baik Dalam Perjanjian Pendahuluan (Voor Overeenkomst) Pada Perjanjian Pengikatan Jual Beli Rumah (Studi Putusan Pengadilan Negeri Simalungun No 37/Pdt/Plw/2012/Sim). *USU Law Journal*, 3(3), p. 88.

Article 1338 paragraph (3) of the Civil Code. The definition of good faith is by, First, carrying out appropriate land sales with the provisions of the law, using legal document procedures, namely buying land through a public auction, buying land before the Land Deed Making Officer (in accordance with the provisions of PP No. 24 of 1997 concerning Land Registration), or; buying land owned by adat or that has not been registered which is carried out according to the provisions of customary law, which is done in cash and openly (in front of or known by the village head or local lurah), preceded by research on the status of the land purchased and the results show that the seller owns the land, purchase of land at a reasonable price. Second, by carefully considering all aspects related to the promised land property, including the seller being the person who owns or is entitled to the land to be sold, with proof of ownership, the land or object to be traded in this case is not in the status of confiscated, land or the object to be traded is currently not in the status of a guarantee or mortgage, for certified land, a history of the legal relationship between the certificate holder and the land has been obtained from BPN

The PPJB deed can be made before a notary as an authentic deed, so that it has perfect evidentiary power. The parties who make the binding sale and purchase agreement will get assistance with the help of a notary in formulating what will be agreed upon. Under certain conditions, various things can happen, which can cancel an agreement, either by the parties or by court order.<sup>8</sup>

The sale of Flats Units must be made before the PPAT, who is responsible for preparing the deed of sale. After the transaction is carried out, the ownership rights are registered at the district or municipal land office concerned. This is done by recording it in the land book and certificate of Ownership of the Flats Unit concerned.<sup>9</sup>

In protecting parties who have good faith in an agreement, regulations are needed that can provide legal certainty. SEMA Number 4 of 2016 provides a formulation regarding the criteria for a buyer who has good faith in buying land. If it is found that the object of sale and purchase has defects or if the seller is not the person entitled to sell, then the buyer may not have good faith or bad faith. If the buyer is sued by a third party, there is a risk of canceling the sale and purchase transaction and losing ownership of the land or apartment he bought.

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<sup>8</sup> Utari, F., & Hasna, H. (2020). Perlindungan Hukum Bagi Pihak Pembeli dalam Perjanjian Pengikatan Jual Beli yang Tidak Terlaksana Akibat Akta Jual Beli Akibat Penolakan dari Sebagian Ahli Waris Pihak Penjual Berdasarkan Kitab Undang-Undang Hukum Perdata. *Jurnal Poros Hukum Padjadjaran*, 1(2), p.194

<sup>9</sup> Boedi Harsono, (2008). *Hukum Agraria Indonesia, Sejarah Pembentukan Undang-Undang Pokok Agraria Isi dan Pelaksanaannya*, Jakarta: Djambatan, p.361-362

The precautionary principle is one of the most important principles that must be followed by a notary when carrying out his duties as a public official. The principle of prudence requires notaries to always be careful in carrying out their duties, which means they must comply with laws and regulations in the notary sector with professionalism and good faith.<sup>10</sup>

Ridwan Khairandy, good faith must exist from the pre-contract phase, where the parties start negotiating until an agreement is reached, as well as the post-contract phase. It was also explained that good faith in contract execution refers to objective good faith by using objective standards, namely objective norms. Unwritten objective norms developed in society must be used as a basis for evaluating the behavior of the parties to the contract. Good faith provisions refer to unwritten norms that have become legal norms. Because behavior is not based on individual opinions, but must conform to the general opinion of good faith, these norms are considered objective.<sup>11</sup>

A legal subject can also cause an unlawful act if it is not in good faith, as stipulated in the article 1365 of the Civil Code, which is very important for the legal process: reads: "Every unlawful act, which brings harm to other people, obliges the person who wrong caused the disadvantage, replace the loss". In this case the PPJB is invalid and becomes legally flawed due to several reasons for the absence of good faith from the initial consumer, the developer or the property agent, in this case they participate because they do not notify the final consumer if the apartment is not allowed to be traded until the certificate has been issued, the developer still allows the end consumer to enter and replace the initial consumer by making all changes in ownership data and changing the obligations of payment for the unit, there is no caution from the end consumer by not seeing the condition of the apartment with ignorance and lack of knowledge regarding apartment ownership, the Notary agreed to make a sale and purchase based on the second PPJB, even though he already knew that this was not allowed, he also knew what apartment ownership was like.

In fact, to be able to make AJB work, the developer requires several supporting documents such as,<sup>12</sup> Identity Card (KTP) (Husband and Wife) first owner, Family Card (KK) first owner, Marriage/Marriage Certificate (for those who are married) first owner, Citizenship Certificate/WNI (husband and wife) first owner, Name change letter (husband and wife) first owner, Birth certificate (husband and wife) first owner,

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<sup>10</sup> *Ibid.*

<sup>11</sup> *Ibid.*, p. 195.

<sup>12</sup> Interview with Mrs. AN as the Legal Department of the Manager of 23 Gading Nias Residence Apartments, on February 12, 2023.

Taxpayer Identification Number Card (NPWP) first owner, SPPT PBB 2011 up to the current year along with proof of payment, Certificate of payment, active BPJS Health Card, Evidence pay to the notary, Proof of payment to the cashier, IPL Billing statement for the last three months

As end consumer with the intention of carrying out good faith, good faith cannot only be seen as a paid purchase. For each existing case, it is necessary to pay attention to the precautionary principle, where if one of the clauses of the terms of the legality of the agreement is not carried out then the agreement will become null and void or can be canceled by law. In accordance with Article 1320 of the Civil Code for cases that set aside clauses in an agreement, then it becomes legally flawed, where both the Seller and the Buyer have bad intentions by ignoring this matter.

### **Legal Protection for the Final Consumer of the Flat When the Splitting Certificate Has Been Issued on Behalf of the Initial Consumer But Has Not Been Submitted by the Developer**

The theory is very important to study is the theory of legal protection, which focused on the legal protection given to the community. The people targeted by this theory are people who are in a weak position economically and juridically.<sup>13</sup>

Legal protection is a variety of legal efforts that must be made by law enforcement officials to provide a sense of security mentally and physically to the community so that they can enjoy the rights granted by law. Legal protection also protects human rights that are harmed by others.

Everyone is essentially entitled to legal protection, there are several types of legal protection. Philipus M Hadjon, legal protection can be divided into two ways, namely first, Preventive Legal Protection Facility where legal subjects have the opportunity to express their objections or opinions before the government's decision becomes a final decision. The goal is to avoid disputes. Because this preventive legal protection is so important for government action that is based on freedom of action, the government is compelled to be careful in making decisions based on its own will. Preventive legal protection is not regulated in Indonesia. Second, Repressive Legal protection facilities which have the aim of resolving disputes. The handling of this legal protection runs in the General Courts and Administrative Courts in Indonesia, including in this category of legal protection. The principle of legal protection against government actions rests on and originates from the concept of recognition as well as protection of human rights,

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<sup>13</sup>Salim HS dan Erlies Septiana Nurbani, (2013). *Penerapan Teori Hukum Pada Penelitian Tesis dan Disertasi*, PT. Raja Grafindo Persada, Jakarta, p.259

because according to history from the West, the birth of concepts regarding recognition of protection of human rights is directed at placing restrictions and placing legal obligations on government actions is the rule of law principle. associated with the recognition and protection of human rights, recognition and protection of human rights get the main place and can be linked to the goals of a rule of law.

The house in an economic is a place of investment for the long term for the owner. Houses can be built horizontally or vertically, as a group of units that are arranged, namely known as flats according to Law Number 2011 concerning Flats in accordance with Article 1 point 1 it states that:

“A flat is a multi-storey building built in an environment which is divided into functionally structured sections, both horizontally and vertically and are units each of which can be owned and used separately, especially for separate dwellings. equipped with Shared Parts, Joint Objects and Common Land”

A.P. Parlindungan defines "flats" as housing that is "owned" by several individuals or legal entities separately, with all the equipment as a residential or non-residential place for offices, commercial businesses, and with separate access to the main road, with all the rights and obligations , and with evidence showing that they have the rights and obligations.

To purchase an apartment, there are two references in PP Number 13 of 2021 concerning the Implementation of Flats (hereinafter referred to as Flats PP). First, in settings that are considered phenomenal and have a meaning that is able to meet needs in practice exist in the community. Second, in arrangements that provide protection to the community in fulfilling the right to have a place to live.

At least some of these two criteria can be used as a basis for action. First, when building commercial flats, property developers are legally responsible for building twenty percent of public flats (Article 6 PP Flats). However, in accordance with Article 7 paragraph (3) PP Flats, property developers can choose to provide money, or what is commonly called a conversion fund, as a substitute for this responsibility. This conversion fund is given to a new body called the Agency for the Acceleration of Housing Implementation (BP3) through grants or managed funds. This conversion fund option may be one way to settle the obligations of development actors that have occurred so far.

Second, the development is being carried out in stages by the property developer. Property developers who build public flats and commercial flats that are planned as one unit can carry out this development in stages (Article 14 PP Flats). In other words, when the construction of public or commercial flats is carried out in one large area, the

developer can have a permit for each stage. ). Given the large number of developments that occur in one area in big cities, these provisions are important from the customer's perspective, because they can provide confidence that these developments will be carried out in stages. So, to have an apartment, there is no need to wait for the building area to be completed, because you can do it at every stage of development.

Sarusun has two types of certificates of proof of ownership, namely the Certificate of Ownership of the Sarusun (hereinafter referred to as SHM Sarusun) and the Certificate of Ownership of the Sarusun Building (hereinafter referred to as SKBG Sarusun). The proof of ownership of the Sarusun is the Certificate of Ownership of the Sarusun/SHM Sarusun, Article 1 point 11 of the Flats Law states that "SHM Sarusun is proof of ownership of the Sarusun on land with freehold rights, building use rights or usufructuary rights on state land and usufructuary rights. Building or usufructuary rights on the land with management rights and ownership certificates for the Sarusun Building/SKBG Sarusun, Article 1 point 12 of the Flats Law, states that "SKBG Sarusun is proof of ownership of the sarusun on state/regional property in the form of land or waqf land. by rent"

Based on the Article 12 PP 18 of 2021, land with management status cannot be transferred or given to other parties as collateral for debts burdened with mortgage rights. The legal status of the land required to build flats is state land, namely land that is still directly controlled by the state (not yet controlled by individuals or legal entities), *ulayat* land of customary law communities, private land, namely land that is already owned by individuals or entities. law with property rights, building use rights, business use rights, usufructuary rights, and management rights.<sup>14</sup>

Registration of Flats with Ownership of Flats Units (HMSRS) is included in the object of registration according to PP 24/1997 Jo. PP 18/2021. For each HMSRS a certificate is issued called the HMSRS certificate, as stipulated in Regulation of the Head of the National Land Agency No. 4/1989 concerning Forms and Procedures for Making Land Books and Issuance of Certificates of Ownership of Flats Units. Land registration in article 1 paragraph (9) of Government Regulation No. 18 of 2021 namely:

"Land registration is a series of activities carried out by the Government continuously, continuously and regularly including the collection, processing, bookkeeping and presentation of as well as the maintenance of physical data and juridical data, in the form of maps and lists, regarding land parcels, land plots, basements and apartment units, including the issuance of certificates of proof of

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<sup>14</sup> *Ibid*, p.207

title for land plots, land space, Basement which already has rights and ownership rights to Flats Units and certain rights that burden them."

At number 10 PP No. 12 of 2021 concerning Implementation of Housing and Residential Areas reads:

"The Preliminary Sale and Purchase Agreement System, hereinafter referred to as the PPJB System, is a series of agreement processes between Everyone and development actors in marketing activities as outlined in the preliminary sale and purchase agreement or the Sale and Purchase Binding Agreement prior to signing the sale and purchase deed."

Number 11 reads:

"Preliminary sale and purchase agreement or binding sale and purchase agreement, hereinafter referred to as PPJB, is an agreement between development actors and everyone to buy and sell houses or flats units which can be carried out by development actors prior to construction for flats or in the development process for single houses and A row house made in the presence of a notary."

The PPJB in this case has the force of law which contains an agreement to carry out a sale and purchase transaction of an object at a predetermined time. In addition, the PPJB must be drawn up at a notary to give it legal force.

Legal protection cannot be given to both the buyer and the seller, in view of the bad faith of both parties without neglecting the precautionary principle. However, in this case the buyer can take legal protection efforts by filing a lawsuit in court. Referring to article 1320 of the Civil Code regarding legal requirements agreement, then the PPJB made becomes disabled or null and void by law. with the occurrence of defects in the making of the PPJB, it is hoped that the final consumer or buyer will receive compensation in the form of cash from the purchase of the apartment.

## **CONCLUSIONS**

The processes of buying and selling flats from the initial consumer related to the Sale and Purchase Agreement (PPJB) paid off is reviewed based on the principle of good faith to be canceled or null and void by law, with reference to the legal terms of the agreement contained in Article 1320 of the Civil Code, then the agreement is legally flawed by violating clauses that have been agreed before and the seller who has made a sale and purchase of an apartment whose status is still not the property of the seller.

Legaly protection for the final consumer of an apartment When the certificated has been issued on behalf of the initial consumer but has not been submitted by the developer, it can be obtained by filing a lawsuit with the court to obtain a court decision. In this case the seller cannot be contacted or is not known, the final consumer can file a lawsuit in an attempt to obtain ownership status of the apartment. If a court decision has been stipulated, land registration in the name of the final consumer can take place.

The suggestions can be conveyed to sellers and buyers using the principle of good faith, they must look at various aspects of buying and selling, so that when entering into an agreement they can refer to Article 1320 of the Civil Code without neglecting the agreement that occurred before. Buyers should find out in advance about the status of the land, so that there are no clauses that are violated in the sale and purchase agreement. And for sellers, they should not carry out a sale and purchase as long as the ownership rights transfer process has not been issued, because the apartment certificate will only be transferred if the certificate has been issued on behalf of the seller.

The buyers should know and find out in advance by paying attention to several points such as checking apartment certificates, not buying an apartment without a clear letter, checking all documents, ensuring the seller's track record, and checking physical data of what will be the object of sale and purchase. This is done to obtain legal protection and legal certainty that must be taken in resolving this sale and purchase dispute.

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Undang-Undang Nomor 5 Tahun 1960 tentang Peraturan Dasar Pokok-Pokok Agraria.

Undang-Undang Nomor 20 Tahun 2011 tentang Rumah Susun.

Peraturan Pemerintah No. 13 Tahun 2021 tentang penyelenggaraan Rumah.

PP No. 18 Tahun 2021 tentang Hak Pengelolaan, Hak Atas Tanah, Satuan Rumah Susun, dan Pendaftaran Tanah.

## Other Resources

Interview with Mrs. AN as the Legal Department of the Manager of 23 Gading Nias Residence Apartments.