



Legal Protection For Buyers Condotel Affected Pandemics Covid-19

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Abstract: *Providing legal protection for buyers condotel as consumers from developers so legal aspects transition trading should be understood by the buyers as consumers. In the process of the buying and selling of fixed objects such as land, the house, apartment or other property often do we hear terms of agreement? How legal protection for buyers through a binding agreement trading condotel?*

Methods used in in writing this is normative, referring to act- act which is, law no. 1 year 2020 about flat. In general the contents of a binding agreement trading is the agreement a seller to fastens self will sell them to buyer and accompanied the provision of a sign so or money the based on the agreement. Generally a binding agreement of sale made under the mighty hand for some reason certain as the payment of a price has not been settled. In a binding agreement trading load the deal-agreement about the object promised, the price, when time acquittal and he made certificate trading. For reasons of practicality and a binding agreement trading prepared by the developer or power law (legal officer) a default when binding agreement signed trading, usually a potential buyer given the opportunity to read and studies draft a binding agreement buying and selling beforehand with guided officer readers a binding agreement buying and selling from developers.

Keywords: *legal protection condotel; covid 19 affected; buyers*

INTRODUCTION

Condition influence pandemic covid 19 to interest dwelling condotel units for the purchase of being inferior it affected the weak of all business sector line in almost all efforts esp property business. In a public sale to buy and having a condotel before the pandemic covid 19 many common many people interested in fact people have to sacrifice order or

perform indent by paying a sum of money a fastener meanwhile the still promised by developers. It indent the risk borne by the buyer too great when four broken promises.

Since the pandemic covid 19 be changed drastis it is in both the community own because activities and entrepreneurs limited bounded by their activities because there was a regulation on the government to not much interaction with in order to reduce the others because covid 19 this is also true among the business regulation business run the government considerable impact. Before pandemic covid 19 in practice, marketing used the real estate developer to sell condotel units, the real estate use raw form agreement in indent it was outlined in a binding agreement trading (PPJB). An object the sale by developer to potential consumers that in the form of the local unit of condotel which includes rights over a joint part , objects together and the earth to swallow him in building the environment condotel concerned based on the value of comparison proportional in related units. Trading certificate (AJB certificate) is authentic made by intermediate ppat to land rights and building. Certificate trading (AJB) it is set in such a way through decree of the head of the national land agency No. 08 year 2012 about land registration, so PPAT living follow raw format-format that has been provided.¹ In making a trading (AJB) done after the tax - arose because trading tax is paid by the parties in accordance with their respective – each. The next step was to ask transitional registration rights to local land office or a commonly recognized with name back name. 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.² In general the draft a binding agreement of sale cannot be taken home and the explanation is given is also limited and brief, many buyers who are forced to Origin signature without understanding its substance clearly, when in a binding agreement trading was a lot of engagements - due to an alliance that led to a specific legal cause losses to the buyer if problems occur in the future.

1. In Act number 20 year 2011 flat article 42 (1) and article 43 (2) been concluded the rules about marketing and trading flat. Development (the developer marketing) can do before the construction of flats implemented. In terms of the marketing were before the

¹ Agus yudha hernoko, the principle of treaty law proposionalitas in konktrak, commercial (yogyakarta: laks bang mediatama, 2008), hlm.6.

² Kamaluddin patradi , the power of a binding agreement in the practice of buying and selling land rights, gamma press, yogyakarta , 2010; hal.87

development of flats in conduct so developers have to at least had some reservations about :

- a. certainty designation space
- b. certainty land rights
- c. certainty status tenement construction mastery
- d. the tenement
- e. Security for the construction of flats of the surety.

Marketing with these conditions, and all that whereof / or agent developer and there must be made in a binding agreement of sale On the parties who sell, and a binding agreement buying and selling drawn up before a notary, after fulfill some requirement of certainty: a. The land ownership status b. ownership; license c. The availability of infrastructure, facilities and utilities; common d. woke up at least 20 % (twenty percent); e.it promised.

2. Consequences of legal for developer tenement.

For developer, has been regulated in article 98, upon a binding agreement you make trading (PPJB) what is in marketed, or before fulfilled the requirement of certainty as referred to in paragraph 2 of article 43. Violation of article 98 will get the sanction administrative sanction in accordance with article 108, and criminal sanctions in accordance article the 110, developer make in 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 43 verse (2), will be in the long imprisonment 4 (four) years or a fine of at most 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;

Covenant is by trading arranged in KUH Perdata. Essentially agreement in civil kuh following the open system that enables the sides make an agreement in accordance with his more known as freedom principle, contract containing the sense that each party can make an agreement in any form legally all do not conflict act - with act, with the public interest and decency, bind the sides - the agreed.

Special

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

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

Authority: the notary article 11 act no 2004 the act of 30 years of a notary, notary public was an official authorized to making such authentic deed shall other and authority as referred to in this law. The definition given this refers to duty and authority which as a notary public official authorized to act to make an authentic deed as well as the authority other as regulated in the law office notary. Certificate authentic is required by legislation in order to create certainty order and legal protection. Making PPJB is one of authority notary. Responsibility developers in a binding agreement trading (PPJB) basically obligation developer can be divided into three stages namely:

1. Problems related to the stage of pre: transactions
 - a. The truth claims / housing advertising brochures.
 - b. completeness of documents administration offered.
2. a problem at the transaction
 - a. an opportunity for those to study matter a binding agreement trading (PPJB).
 - b. balance matter dealt with in detail.
3. Problems at the prune transactions'. Opportunities for those to expressed objections to material a binding agreement trading apartment.
 - a. The house of four to consumers in a timely fashion.
 - b. The surrender of certificates house when consumers have been paying off the payment of a price house.
 - c. Public facilities and social facilities promised in advertising brochures. / embodied
 - d. The quality of the building

Novelty this research is with the purchase through PPJB then as the need for consumer protection laws because prohibition made a pact the binding sales purchase (PPJB) who marketed is in, or before the meet requirements as referred to article 43 paragraph (2). A binding agreement trading inappropriate with who marketed, or before compliant certainty as referred to in article 43 paragraph (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

not trading (PPJB) all marketed or a binding agreement trading made prior to meet the requirements legal certainty.

The formulation of a problem based on the background study outlined above, then that becomes a problem in the formulation of this research is “How legal protection for buyers condotel by a binding agreement trading? “

METHODS

A method of this study using normative where writers do his research through regulations pertaining - an invitation or law nom up in the community as what business does associated the research, which was about occupancy a dwelling that is referring to the - law number no.1 in 2011 About housing and settlement the act of no. 8 Year 1999 on consumer protection with the conditions of pandemic covid 19 so expected not soured for the rights - rights for a buyer condotel as consumers who have a good cause still get legal protections as prescribed by law.

RESSULT AND DISCUSSION

Impact on the pandemic covid-19 was very significant once of various sector business of which there is no exception sector property also affected. In relation to a binding agreement trading concotel between developers with consumers, the responsibility of a developer can be seen the passing of a brochure offering by spec, condotel the implementation of a binding agreement trading condotel between developers with consumers until the condotel of developers to the buyer. Basically a deal made based on the deal freely between the two parties competent to act in The law (fulfillment of a condition subjective)³ for executing a feat not contrary to the law applies, propriety, decency public order, As well as conventions in the public (fulfillment of an objective requirement). But whether benefice from both sides in a balanced, negotiations do not that eventually gave birth to an agreement which does not always profitable for one of the parties. In the business world also shows advantage often translated with the position of

³ Gunawan wijaya and ahmad yani, the law of consumer protection, (Jakarta , Gramedia Main Library, April 2000), p. 53

treaty making raw and / or default clause in each documents or the agreements by which one party are more dominant other side of the raw deal, namely :⁴

1. It are unilaterally determined by the strong its position (economic);
2. The / the consumers at all stay together - equal determine its terms;
3. Impelled by necessity to the covenant consumers;
4. A certain form; written
5. Prepared in large number and collectively.

According to Sjahdeni Sutan, which is a raw agreement into a notarial deed with the agreements, if made by a notary with clause - clause that just take over it the clause has - clause be standardized by one party, while the other party does not had the chance to negotiate or ask 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 its contents by standardization, strong economic side while the others are asked to accept or reject its contents. When the consumer condoning the agreement, he signed the agreement, but when he refused, the agreement are not was for a debtor does not sign the agreement.

In marketing be used the real estate (developers) to sell flat, the real estate have the form of agreement in indent raw it was outlined in a binding agreement trading (PPJB). Object the sale by four to potential consumers is the right belonging to apartment units for will include rights over a joint part, objects together and land along in the neighborhood apartment tower concerned based on the value of comparison well-proportioned and apartment units concerned. The agreement itself is the most important source of engagement. When men make an agreement, but they wish that they were an engagement of law. A binding agreement buying and selling (PPJB) is a form an alliance with a time appointed. Understanding the terms of time is one thing that will come, although it may not yet be determined when it comes from.

A binding agreement buying and selling (PPJB) include a clause - clause that is in essence set the time needed for the developer to finish building. The first promise, apartment development and license livable had obtained the delivery date for development and the surrender of physically belonging to the apartment will be done on the date of

⁴ Mariam darus badruzaman in salim hs, the development of the law contract outside kuh civil , (jakarta: pt .Rajagrafindo persada , 2006) , p .146

submission. Based on a decree state minister public housing no.09 / kpts / m / 1995 on guidelines engagements trading a unit of flat, developer and consumers each has the right an obligation in the implementation of a binding agreement trading apartment include The developers:

A. prior to marketing prime construction company housing and settlement must be report to the Regent / mayor head.

The reports had to include enclosing by:

- 1) Copies of the principle license approval;
- 2) A copy of a decree allowing; location;
- 3) Evidence and expansion of the procurement;
- 4) Building a copy of the letter
- 5) A picture which has received endorsements from the local regional government.

If within the period of 30 calendar days as of the date of receipt as set out in the report it has no answer yet of the major and the initial offering can be implemented.

B. provide documents: include development of a housing complex

- 1) Certificates land rights;
- 2) The tread;
- 3) Drawing a plan architecture shows clearly the vertical and horizontal; tenement of a unit
- 4) Brought structure and drawing a plan;
- 5) Drawing a plan parts together, clearly objects together and land along;
- 6) Drawing a plan and his installation network.

C. Finish the according to the standard promised

D. Limited d. repairing the damage which occurs within the period 100 days after the date of signing the surrender of news from the business people to customer flats.

E. Responsible for a hidden can be known in the future.

F. As the operator while a before the flat formed the management and help designating the formed after the.

G. Insuring apartment development for the construction.

H. if there are force majeure which is out the ability of parties, entrepreneurs and customers will consider resolution as well as -- good as basis of consideration main is to be able to the completion of development a unit of flat.

- I. Prepare deed trading tenement unit and then with - equal to buyers signed certificate is before selling notary / PPAT, then construction company housing and settlement and / ata notary / PPAT in point to will take care of that buyers and the cost is borne buyers.
- J. gave unit of low cost of public and social facilities perfectly, and if those companies could not resolve on time were given chance to their construction within a period the 120 the effective as of the date the plan tenement. If there is not implemented same once then binding trading void by law.

The consumer: for buyers have some obligation in the occurrence of a binding agreement of sale between: otherwise:

1. Proclaims that for (buyers have read), understand and receive requirements and requirements - the requirements and the prerequisite - of a order and binding trading and would be subject to the articles of association the association of the inhabitants of the and documents -- the document bind a buyer;
2. Any buyers have become tenement buyers of must pay and the management costs utilities and if late can were imposed with fines.
3. Are responsible for covering to a message :
 - a. certificate -- financing costs a deed which required;
 - b. service fees PPAT to certificate trading a unit of flat;
 - c. the cost of obtaining over a unit of property tenement, the cost of a trading on a unit of tenement;
 - d. after trading certificate signed but before getting a certificate of belonging to a unit of flats published by the agency: local land;
 1. If a unit of flats was diverted to third parties subject to administrative costs set by housing and construction company settlement the total number is not more than 1 percent of the sales price.
 2. If a unit of the tenement diverted to the family members because everything including because charged inheritance according to law administration to notary / PPAT the size of the in accordance with the provisions.
 3. Before keel payment for the selling price of subsidized apartment he had purchased, buyers cannot divert or made of the flats as debt collateral without the written consent of the housing and urban development.

Program: the program can move binding the rights and duties and another passing notice to the written on the buyer.⁵

1. Developers entitled to occupy and own use or rent to other parties sections -- part flat in trust.
2. Has the right to the developers of credit facilities necessary to finance the construction of flats concerned.
3. As security / collateral for credits financing apartment development is concerned developer right to use the ground with a building still to be built.

Upon the consumers who ordered:

1. Prospective consumers' right to own land with, the ground in accordance with the planning that calculation used building basic coefficient KDB and coefficients broad His speech for building like the one in in block plan.
2. Prospective consumers have the right to wear objects with for example: sports facilities, playing places for students, and other of rest rooms rests on the ground with.
3. Candidates' consumers entitled to use the facilities that is inside the building condotel tower for corridor, the elevator, households, and others.
4. Prospective consumers have the right to become a member of the association of the inhabitants of the condotel.

Remember loss suffered consumers as buyers' units' condotel because defaults developers often is a result of behavior business players, so that plausible if there are a demand that behavior business players are arranged, and transgression of the regulation sanctions is the like. Conduct business players to do its business strategy to develop this often lead to losses for consumers. Pertaining to business strategies used by business operators, when business strategies only concern itself with earning power (profit oriented), then consumers must be vigilant in buying apartment offered business players.

In this case the consumer property especially apartment did not have many chances to get information about the land status, the construction of buildings, and facilities-other facility to attached to apartment building, the imposition of taxes on the transaction, and information another important developers, so that developers the interests of consumers are easily therefore deserve protection law to protect the interests of consumers property.

⁵ Mariam Darus Badruzaman , op.cit , hal.193

Based on this so the products goods and / or services defect is not the only basic accountability business players. This means, that responsibility business players encompasses all loss suffered by the consumers. In general, demands restitution for consumers as a due to use products, in the form of both material compensation, physical or mental, some may be based on the mentioned, the that is the outline only there are two categories, based on the demands restitution defaults demands restitution based on unlawful act. Article 1473 to book a legal statute 1512 / KUH Perdata, set what pertaining the articles Friday with the protection of to the buyer and protection to related stakeholders in agreement containing various rules law governing the relations consumers and providers goods or services consumers.

Procedure the establishment of development condotel of way of provision the provision of land rights for the purpose of construction company will be regulated further in the minister of home number 3 1987. The regulation regulates the supply of land for the construction and acceptance condotel and also of the great four flat the construction of condotel must submit an application to local government to get permission location chosen for the construction of condotel he planned on the land area of necessary. If there are approved by related regional governments, so developers concerned and also given permission to to hold activity acquires land that are needed. Usually land necessary already have, so way to get it can pass the consultations with the landowners in the form of sale or by means of land acquisition.

The developers / developers as responsibility his in the legal aspects of rights and obligations parties in aspects of the agreements especially in development condotel (condominium hotel).⁶ It is an activity condotel moving in terms of services by offering a building to customers as a lodging, having associated facilities owned by entertainment and a service and complete as hotel. Condotel generation now no longer as a dwelling personal but more develops into long-term investments. Condotel is one form of investment very new and also said by some the community as the investor or its developers have opportunity (opportunities for business or invest in the field of good) property.

Even though investment in the form of condotel can be described as categorized as something new, it seems interested in the community. And usually very distinctive

⁶ Agus yudha hernoko , law an agreement in principle proposionalitas kontrak commercial , (yogyakarta: laks bang mediatama , 2008) , hlm.6

characteristic condotel most popular in the business center and big cities and a favorite tourist destination and the location of -- strategic locations in the business center, recreation and park will be willed central the community who need short term (short-term) with two high.

With the intensive promotion of -- promotion and full of promises should be undertaken by and in given by the developer, that was absolutely attractive for borrowers to buy the local unit of condotel that offer and to be supported also for example in the big cities in Indonesia in order that marketing and sales a unit of condotel at the time the first time marketed (launching) reap success that could be said were quite good and successful. Even though the very first time marketed (launching) development Condotel has not at all do but any promotion - promotion that are attractive. Examples an example unit (show) made as well as possible and the - marketing power that is good, then the - it makes people will be interested in buying condotel units and become more interested in the top the concept of a pretentious and luxurious offered by the developers.

With the concept of the units condotel this almost all buyers willing to buy it only to invest who seek go to guarantee which promised the developers as cash money back that can be accepted at regular intervals by the buyer, and profit sharing in generate from management and rental units condotel the, and prices on a unit that they purchased condotel to increase as times passes as where this is also including one promise - pledge given by developers as a stimulant to the buyers / consumers to buy a unit of the condotel.

In a signed a binding agreement of sale (PPJB) condotel units are carried between developers and buyers a unit condotel it can be said that trading that considered adheres to a system of trading set in article 1458 - legal statute book the Indonesian civil and buy it considered has happened between the two sides and since the achievement of the an agreement, although his not been submitted and the price have not yet been paid. Truth legal enactment national land, cause of all things on the ground and the pertaining to land must be predicated on law national land, the purpose of the law of the land national, is to create unification law in the field of land across Indonesia.

And buy legally stated in a binding agreement trading a chapter (PPJB), although have agreed to by both parties, but that not done before authorities for the transfer of rights over the PPAT condotel units and the payment of a price has not been as well as the physical conducted simultaneously, at that time so, means that selling condotel units in was

based on sales based on a binding agreement to sell buy PPJB (is incompatible with their conception the buying and selling of land contained in the law of the land positive law) national, it actually should not be in doing, let alone remember the size of the risk that might happened to sales only based on a binding agreement trading (PPJB) was.

Legislation the act of no. tenement 2011 about 20 years that it condotel units that is belong to individual.⁷ In terms of units condotel where there are differences between the unit condotel and the condotel unit in the sense that the scope of understanding the wider than if the owner, because of that can be also and / or and as the owner, or i can do as a tenant unit the condotel, it is not the while the owners in his condotel own unit.

In a binding agreement buying and selling (PPJB) generally indicated that the consumers condotel owners agree that the association of the flats will In shape by (management board in this case the developers or other party appointed by developers) as the manager, whether it is for the condotel units, purposes and to the whole belonging together. In this visible, in Which can occur potential conflicts where the injustice and / or cheating can take four or the management board hotel condominium (condotel to as the operator of against the owners of unit condotel referred to, because have the displacement power in fully on at the signing of the agreement letter binding trade (PPJB) with regard to rights and obligations of the association and the management board, that is that the consumers has actually agreed to all the rights and obligations of the association of the inhabitants of the house which was also able to set up a set is a party to developers and / or members doubled as an operator who appointed management.⁸

Besides that questionable also do a contract or agreement that is among the developer with the manager appointed as the operator when there has been aligned with regulation per act -- invitation prevailing, and necessary transparency of the budget primary and / or the household budget, nominal the cost rent, the cost of service charge and some other things that form by the association of the inhabitants of the house flats, by taking into account legal protection the owner units condotel who in this case is still a consumer parties meanwhile on the condotel units are rented and operated by parties to the management board (tenant / user), set the price management board the lease to be paid by the condotel,

⁷ Alif, m.Rizal, possession a right of analysis of the flats in objects in legal framework, Aulia Shades, Bandung, 2009

⁸ Undang-Undang Nomor 20 tahun 2011 tentang Rumah Susun

to use all supplies are on any unit condotel In rented, including and limited and all belongs to the facilities and with. Where there are also good governance sanctions be occupancy condotel unit, regulations for all those who are the condotel.

The relationship between the tenant or lessee (user) in terms of condotel is scarcely an offending party the units condotel itself, in units because of carelessness condotel referred to operate by operator, where all the things that relating to the administration of a unit of -- units it was condotel and run by the operator independently, without the intervention from the condotel units. Understanding developers business players according to the provisions of a statute consumer protection article 1 the number 3, has given understanding business players, : business players is any individual or business entity, both shaped legal entity and not the body of laws established and is located or performs activities in the jurisdiction of the republic of Indonesia, either alone and together - equal business with a held many areas of the economy based on the definition or understanding on, developers can be inserted in the category in the business sense. According to article 5 of regulation 1 domestic affairs minister no 5 in 1974, mentioned a construction company housing developers can also get in the way, namely:

Housing Construction Company is a company trying to in the field of the construction of housing of various kinds in great numbers on over a soil would be a whole neighborhoods equipped with infrastructure - environmental infrastructure and facilities - social facilities required by community its inhabitants. Business players have same rights and obligations as mentioned in act no. 8 / 1999 on consumer protection.

As for the - right entrepreneurs: is as follows:

- a. Right to accept payment in accordance with an agreement on conditions and the rupiah exchange rate; traded goods or services;
- b. Right to obtain legal protection of actions aimed at consumers; is not good.
- c. Right to conduct self-defense duly in consumers; dispute resolution.
- d. The right to the rehabilitation of the good name when it is proven that customers are not legally losses caused by goods and / or services in brokered.

According to article 7 act - act number 8 year 1999 about consumer protection, the entrepreneurs is as follows:

- a. Have good intentions in carrying out their business activities;

- b. Give the right information, clear and honest about the condition and security goods and / or services, and clarification of the use of, ; repairs and maintenance :
- c. treats / the quality of goods and services produced and / or traded , according to standard goods and / or services were;
- d. give opportunity to consumers to test, and / or attempt goods and / or guaranty for goods made and / or sold;
- a. give compensation , compensation and / or replacement for damages due to use , discharging , and use of goods and / or services traded;
- b. Compensate, compensation and / or replacement when goods and / or services received and be used not in accordance with the agreement.

For business operators other than been burdened with taxes and as mentioned above, it turns out that worn out of fear of poverty stipulated in section 8 contained up to article 17 Act number 8 1999 on consumer protection .Article 8 Act number 8 1999 on consumer protection set ban business doers that in nature general and as a broad outline can be distinguished into 2 (two):⁹

- a. Its restriction on the product itself, who do not fulfil the requirements and standards that deserves to be used or worn or used by consumers.

Of its restriction on availability of information that is not true, inaccurate, and mislead consumers.

Legal relations parties in ppjb a binding agreement trading

By attract the buyer to invest their capital condotel, often the developer or management condotel offer promises that attracts attention by attract the buyer to invest their capital condotel , often the developer or management condotel offer promises that attracts attention Consumers to buy it of them are guarantee rent or guaranty rent, and accommodation provided condotel investors. Standard average rent condotel warranty consumers to buy.Of them are rental guarantee or warranty, rent and facilities to investor's condotel. Stay free the average rent condotel standard warranty (twentieth one) up to 30 (thirty) days. Profits that can be need package right when there is consumers or investor as well as invest to condotel profits that can be obtained investors can at 13 % (thirteen) per cent per month. The number of condotel of the technology not too many in Indonesia , and

⁹ Hanlia andree , Legal Protection To Consumer In Contracts Trading Tenement Units Operated As A Condo Hotel, Depok, p. 2010 .5

the potential the tenants who large; a product to get to people did not happened directly but through marketing channels the producers and or medium intermediaries, so a result of producers industrialize is legal issues in building condotel arising with respect to the building specifications disabled or not all made agreement who have lost the consumers , good in the sense finansial, and non-financial, the real example occurring in practice of the defaults of developers, namely the handover and specifications buildings were not in accordance with advertising or fabrication agreement, or is the defaults of managers who have lost the consumers, whether it is ownership or inhabitant of the condotel, and others. Legal protection for buyer's condotel, of the possession and the occupancy to be taken a clarity who responsible for protection the consumer is an agreement within transaction. A less understand in indonesia consumer law, so if there are consumers the injured have not had the courage of the consumers to take legal action. This is what led to the developers who cheat and irresponsible and take a chance feel benefit. When provided and the developer in view of highly meritorious for economic development of a country and have More attention large, so today protection against consumers to be more attention the protection in accordance with the human rights. Monopoly and the absence of consumer protection have placed position the consumers in the lowest level in the face of the developers the those who therefore of law need to be weaker protection is greater than - the and the. In connection with it in various countries, - in especially in the world industrialized countries and international has do renewal – renewal Laws relating to developer responsibility, primarily in order to heed the supposed to easy compensation for those who suffered losses due to building condotel who buy and sell as a consideration to invest in the field of property. As for legal basis activity consumer protection in Indonesia specifically arranged in act-act no. 8 1999 on consumer protection. With the understanding consumer protection in general namely any effort for the legal certainty to provide protection to consumers.¹⁰ But in practice possibility in investors in terms of property consumers still felt have not received legal certainty in transaction that he and or in the implementation of investment that has been and will be carried out through the developer promised - program, in the course of development condotel condominium and hotel. Law an agreement in perspective, as known engagement born of the agreement as it is a legal

¹⁰ Burhanuddin of. Thought law, consumer protection; and & amp certificates, uin-maliki press, poor, 2011, p 66.

relationship in in the field of wealth between two people (or more) where the other party (debitur), required to conduct an achievement while the other party creditor is entitled to that achievement. Legal relations delivery and the obligation - the (achievement) to the counter (achievement achievement). In other words engagements bore the right and obligation to obey the law and bring sanctions when violated if charged. Rights and obligations the parties, especially parties the seller developers in normative have been regulated in a few rules, are located in the act of flat: ¹¹

Relating to a problem with marketing:

Article 42 set:

- 1. The development** will do the marketing condotel carried out before the development.
- 2. In terms** of the marketing were before the construction condotel done as where referred to in paragraph 1 () - lack of development at the: must have.
 - a. a certainty the space.
 - b. certainty land rights.
 - c. certainty status mastery flat or condotel.
 - d. In the construction of flats or d. condotel
 - e. guarantees for subsidized apartment development or condotel from guarantee agencies
- 3. In marketing** done before condotel development as defined in verse (2) everything promised agents development and/or agent marketing tie as a binding agreement of sale (PPJB) on the parties.¹²

Relating to the terms of the PPJB.

Article 43 set :

- (1) Process trading units 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 meet the requirements for: certainty.
 - a. The land ownership status.
 - b. The availability of infrastructure.
 - c. Facilities common and utilities.

¹¹ Alif m rizal , analysis ownership rights over a unit of flat in legal framework objects shades aulia Bandung 2009 p .98

¹² Kartini continued and gunawan widjaja, engagement born of the king (jakarta, persada grafindo: 2008, p. 7

- d. At least awakened 20 % (twenty percent).
- e. E thing made agreement.

Related to the implementation of trading.

Article 44 set :

- (1).the process of the buying and selling of conducted after the local unit of condotel development has been completed through deed of sale.
- (2) Development condotel is finished as referred to in paragraph (1) when published.
 - a. a certificate worthy function
 - b. property certificates units condotel or certificates possession of a building condotel units

Regarding when the application of rights and duties practice outlines the seller and buyer is as follows:

Among others the buyers:

- 1. Have a guarantee that unit Condotel unit would buy and sell the other hand. free from prosecution.
- 2. Have a guarantee of development responsibilities Condotel units.
- 3. Have Condotel units in accordance *Denah and bestek* set forth in appendix constituting a unit are indissoluble with a binding agreement trading.
- 4. Have facilities such as free are 21 days a year.
- 5. Have buy back guarantee, return investment.

4. The buyers

Pay the price Condotel units and company based on the agreement that Constituting a unit with inseparable with a binding agreement of sale. ¹³

- 1. The kingdom of responsible development condotel.
- 2. Guarantee to the buyer that Condotel units that will buy and sell the other hand free from prosecution.
- 3. Provide facilities such as free stay 21. days a year.
- 4. Giving the bond guarantee, return on investment.

5. The seller

Received the money for a unit condotel and pay dividends in accordance with the agreement set out which is the unity and parcel with a binding agreement of sale an appeal

¹³ J.Satrio, testament law, Bandung (bakti aditya image, : 1991). p, 69

to the for buyers to enforce their rights in the buying and selling of the local unit of kondotel law was created as a means of regulating the rights and obligations the subject of law, both of persons and legal entities to get it going well and get their rights of natural causes. Legal protection was associated the relationship between the government with the people who in command so it appears the concept of legal protection for the people. The law serves as the protection of human interest, for that the law must be implemented and on the run. The violation of a law would happen if one of the parties do not do the duties so that there is the other hand who feel aggrieved so certain circles felt they have cheated or taken or in in limits set by the right -- their rights have to get the protection of the law. Legal protection distinguished the two proventif legal protection and legal protection of the repressive.¹⁴ Of the protection of law preventive so the wrong given the opportunity to lodge heard and his opinion before a have devinitif form the government decision. The meaning of legal protection according to koerniat manto soetoprawiro that legal protection that is substantially is of a efforts of the authorities to give assurance and ease, such a way, so that each citizens or all residents. The state can actualize rights and obligations optimally in battle and optimal. Of several notions of legal protection that we have really over,so can be said that the great in the land a legal protection is a given by the authorities to all parties, To provide legal rights and obligations have, in its. Law as the subject.

Elements contained in the: legal protection:

- a. a guarantee is given by the authorities
- b. to all parties
- c. to exercising the right and a legal obligation him
- d.capacity as the subject in law.

Buyers' condotel units that figures get. legal protection because in a binding agreement buying and selling the condotel units, the buyers do not have fully against an object trading which in this case is units condotel. Buyers are the entirely on unit condotel when the time do the signing trading, so that buyers who have been doing of passing on the installments over an object trading can get legal certainty. The side is often done by the "Raw agreement" Which is an agreement or clause that could not and do not negotiated or insensible other parties. Agreement default it tends to disadvantage the parties less dominant. Simply agreement raw have cirri as follows:

¹⁴ Bless, Abdul Halim , consumer protection law, Bandung: Nusa Media , 2008, p .172

1. A covenant is made unilaterally by a manufacturer that its position relative stronger consumer.
2. Consumers at all were not involved in determining the treaty
3. Made in the form of written and mass.
4. Consumers are forced to accept the treaty being forced because the needs of.

In a binding agreement trading unit for the developers Condotel explained that in the last time 2 (two) year's developers or developer had to submit to the buyer condotel unit. When cannot give up right unit condotel corresponds to that included in the agreement and the resulting from failed according to the agreement? When the surrender of not implemented, then the purchase agreement that has been carried out. And if there is void so the developer or developers obliged to hand over money that have been received from the buyer plus penalties and interest every month in accordance interest rates prevailing.

And if there is void so the developer or developers obliged to hand over money that have been received from the buyer plus penalties and interest every month in accordance interest rates prevailing. The first brick (ground breaking) as a rolling sign of of development projects unit condotel, but because there are technical obstacles and soil structure that is not possible for quarrying and some other thing that is an obstacle in the development project the stop and have experienced delays in development. According to the agreement trading unit condotel which was signed in in front of a notary that after in the near term (2) time two years will be the handover of the physical plant, due to the subjection of the developer does not work and some buyers to buy the condotel proposed the cancellation. In this case attributable that disputes often started from error fundamental in the process of the formation of an agreement / contract.

There are some things in general often one of the limited knowledge buyers unit condotel what should be mentioned in the agreement binding trading and the developer give the concept of more favorable its position than the security aspect the purchasers , the contents of a binding agreement trading unit not the same as a binding agreement condotel sale of land and building for more complex and more explained condotel itself but about the concept the implementation of the contents of a binding agreement it was trading by a notary neglected and buyers often prefer to without understanding the certificate signed minute. The deal and took away all those consequences have read and understand the contents of the treaty and accept all legal consequences arising.

It is often give rise to disputes arising from the purchasers who feel aggrieved because it is instead perform the duty of the payments developers do defaults handover and customers feel the fine to developers very light than the buyers to pay the installment firmly get strict punishment with fined walk every day the delay with a set of developers. Dispute resolution happened can be done / chosen through two options:

- a. resolution through the litigation (dispute settlement in court)
- b. settled through the non-litigation (out of court dispute settlement)

More detailed explained that the way the settlement to complete in peace namely the completion of between the party with or without power of attorney or flanking for each party through negotiations by deliberation or consensus between parties concerned and vice versa settled through institutions certain that is through judicial general and through the agency that specifically stipulate a law which is - dispute resolution body consumers (bpsk) through mediation or arbitration or conciliation.

Dispute resolution disputes / consumers through the courts right when:

1. The parties do not have its efforts to resolve the dispute consumers out court.
2. Its efforts to resolve the dispute consumers out the courts are not successful by one party or the parties in a dispute.

Dispute resolution agency consumers divided into three:

1. Mediation, is the way that is flexible and dispute resolution not binding and involved the neutral as a mediator to aim at ease negotiations between the parties in helping reach a settlement.
2. Arbitration a dispute case of civil and can be done the party to the dispute, in this case the parties having them flexibility to reach a settlement disputes and the arbitration bind the parties.
3. Conciliation, an alternative of dispute settlement have a lot in common by arbitration but the opinion of conciliators not binding as where tied him up a ruling on arbitration. The award of conciliation not binding as tied him up the award. Denial of agreement bore the rights of another party to submit a claim on the base of defaults the party being disadvantaged has the right defaults submit a claim on the base. The party being disadvantaged has the right to submit a claim as article 1267 bw mention the demands can be : The fulfillment of, compensation and dissolution / termination specifically to compensation possibility a claim on loss can be expected profit thus

leaving the article formulation 1267 bw defaults in the event for the injustice can be filed suit ;¹⁵

- a. fulfillment (*nakoming*);
- b. compensation (*vervangende vergoeding*);
- c. dissolution breaks or the cancellation (*ontbinding*),
- d. on compensation plus (*appendages mokiming en anvullend vergoeding*); or
- e. dissolution plus compensation complement (outbidding);

In the problems faced by developers the about defaults over the physical unit Condotel by the developer not can submit physical building condotel show the contents of a binding agreement buying and selling when developers ca not do the surrender of physical units condotel accordance with article 5 made a deal than 1 in wear fine per mile per day multiplied payment have been received by the developer maximum three percent (3 %). Maximum fine when has reached (3 %) buyers three percent and given a choice can be invalidate an agreement and money returned along with the penalties and interest in accordance bank now. Unit Condotel buyers who have aims in investment in performing calculations advantage when condotel will stay up to condotel completed and operate in accordance the concept of the developer or loss borne when kept survive. The choice to buyers is to the cancellation of a binding agreement trading unit condotel or keep investment with has units of the fine condotel and receive the condotel.

Developers held a commitment to a buyer condotel, unit the provision of return on investment amounting to 8 % (eight percent) in ke-3 (three) seteah 2 (two) period of time year the prolongation 6 (six) months and fined 3 % maximum (three percent), 2 (two) for two years. Trust buyers unit condotel to developers is main capital for the developers in business development Condotel they. Marketing and the sale of a unit of condotel done by the development (developers), was conducted using system off-plan namely system sales that allows developers to sell units condotel receive have not been completed. So in system four managements offers opportunities for buyers / property investors to buy property before has begun work. A system of off-plan sales in this has become a part of a discourse developers in the marketing and sale of the unit to - condotel because easing its funding costs and certainty. Market in other words for the developer can feel safe with the introduction of the initial investment for a job at the construction and also to the buyers, as

¹⁵ Agus yudha hernoko , op cit it 263

usual in urban village sub district will be able to purchase them lower because during the developers offered discounts of 10 % ten percent until 15 % (fifteen percent) to push the initial investment and help to pay the fees that are seamless. The buyers interested in to have units condotel the unit, have actually been know that units of the condotel new concept and just pictures at the time the market while the matter at all has not materialized. But for the community and for the opinion of the trust this - pledge given by the developers of favorable investment in a period of time and with confidence in a relative the credibility of the program so far, therefore the so easy to believe and had expressed interest in buying the condotel units .In the context of marketing a unit.

The developer's condotel promotion - to promote means -- means the:

1. Advertise in some printed media like newspapers, magazine, television and radio and circulate booklets brochures, - pamphlet, and posters - posters and banners – banners with about types and specifications condotel units for sale.
2. Hold the activities holidays in the activities to be made the construction site the promotion condotel is invite attention residents.
3. Giving discounts - discount (discount) especially for buyers who ordered the - a specific date and give various - with prizes draw for the draw the buyers condotel periodically.

That sort of course it very interesting interest of the community to buy a unit of -- units condotel plus the prices offered by the developer over condotel units during the this promotion still are not too expensive. With this off-plan in marketing and sales, this means that between the consumer and the prospective developers make trading in a message first by agreement trading introduction (preliminary purchase) which had been included in a a binding agreement trading a unit condotel that is the outline load the following:

1. An object an agreement specifications and location units condotel purchased as outlined in denah that is attached who do not separated right of an agreement these.
2. The price of buying and selling condotel units are bought and the payments are.
3. The unit of condotel from developers to buyers and witnesses - witness in form of fines if the delay condotel units in late delivered by four to the buyer.
4. The assurance from developers that units condotel was not worn a encumbrances and true was his / their rights developers and only can be sold moved transferred by developer and buyers will not find a demands from other parties who claimed to have the right of first or also has the right it.

5. Sanctions -- sanctions namely include sanctions for developers is about delay the unit's condotel with the calculation own.
6. Transfer of title over one unit of condotel before selling the deed of investors is before PPAT conducted by a buyer to a third party it has to be the written consent first from the developers.
7. On taxes the earth and buildings since and condotel units from the developers to the buyer is responsibility buyers who would be paid directly by the buyer.
8. The terms of the deed - trading before PPAT that is before the deed of trading before PPAT, buyers have to pay all the payment obligation has been set and a fine -, fines, tax as well as administrative costs and the cost of - other fees owed to the developer.
9. About the management and the association of the inhabitants of a unit condotel named for these buyers designating the developer to be one unit of the condotel management.
10. Of force majeure (force majeure) commonly passed by force majeure - these are all the things that will influence the course The which this situation out power the parties, the other an earthquake, civil disturbances that is mass, fire, flood, of natural events the state of other weather, the act of government in the field of monetary, so that one party cannot perform its obligation. When occurring one of circumstances -- this condition on, both parties so good will talk about it by deliberation. If by deliberation is not sufficient so both sides will submit to of Indonesia national arbitrage board and the children of the children of the decision shall be final and binding both sides.
11. On to a correspondence and when evidence for changes address by one party.
12. About - something else among other things which were omission - negligence of the parties are pretty evidenced by the passage of time, so that a rebuke bailiff, - and the letter others who have similar powers do not need songs and about - another thing that has not been regulated or not enough to be regulated in this agreement will appear in addendum which is integral to this agreement.
13. About the legal dispute resolution and domicile in the event of disputes / disputes and differences in income in connection with this agreement and the parties Agreed to settle through of Indonesia national arbitrage board the children of compact in and all as a result and its implementation the parties choose domicile law the office a local court.
So as has already been mentioned before that with the intensive promotion-of promotion and promise a promise that is done and given by the developer, of course very attractive

for borrowers to buy a unit condotel on offer and had the support also for example on the state of the city of Surabaya in order that marketing and selling one unit of the very first time marketed condotel (launching) reap success is good and successful Although in the first time marketed (launching the) condotel development has yet to be implemented at all but any promotion - with a pretty great promotion. Examples - an example unit unit (show) made that draw possible and marketing - power of enough reliable, Then the - it makes people will be enthusiastic to buy a unit condotel and become more interested in the top of the concept of a building pretentious and luxurious offered by the developer.

With the concept of the units condotel this time almost all buyers willing to pay for it just to invest hope for a rental guarantee which the developers cash money back as acceptable periodically by buyers, and profit sharing in generate from condotel management and rental units the, and prices on a unit condotel that they purchased for the increases with the passing of time as this is also including one the promise of - the pledge given by developers as a gimmick of - to prospective buyers / consumers to buy a unit of the condotel.

In terms of purchases that have signed a letter a binding agreement buying and selling (PPJB) condotel units are carried between developers and the buyer a unit of condotel it can be said that trading this considered adheres to trading system set in article 1458 the book act -- act civil law Indonesia that trade is Considered to have been going on between the two sides since reaching an agreement and, although the damn thing not been submitted and it is unpaid. Truth legal enactment national land, cause of all things on the ground and the pertaining to the ground should be based on law, national land the purpose of the national land, law is to create unification of law in the land across Indonesia.

In trading legally set forth in an agreement stated while trading (PPJB), despite agreed to by both parties, however this not done before authorities for the transfer of rights over the PPAT condotel units and the payment of a price and did not be conducted simultaneously at the time, in order that, means that selling units condotel who was based upon sales based on a binding agreement selling Buy not in accordance with conception trading land contained in the law national land, positive law so that has actually do, should not be in let alone remember the size of the risk that might happened to sales only based on a a binding agreement trading (PPJB) was.

The rule of law in the invitation - no. 2011 about 20 years of low cost condotel units discovered that belong to that is Individual. In condotel units where there are the difference between the unit condotel with the unit condotel meaning that scope sense the wider compared with the understanding, owner because they will also constituted and / or double as the owner of, or it could also as a tenant unit the condotel, while the owners of it is not the unit condotel in his own. In a binding agreement of sale (PPJB) generally stated that the consumers condotel agreed that the owner of the flat will be in the form of by management board in this case the developer or the other party appointed by developers as the manager, good for the condotel units, as well as a whole needs to be apportioned.

CLOSING

1. Conclusion

Legal protection remember loss suffered consumers as buyers units condotel because defaults developers who is unable to submit building on the buyer condotel (consumers) this is due to conduct business operators so that the buyers as consumers have to obtain legal protection are balanced and adequate. The conduct of business players to do a strategy to develop the business this is what often result in losses for the consumer. Consumers condotel property do not have much get information about the security aspect to business condotel was widely.

2. Suggestion

The state of being facilitators and regulators would have to make standard regulations to ensure the protection and legal certainty for every buyer condotel units consumers who will obtain the right - rights are being met in them the right to a decent life and in the neighborhood are healthy because all that is part of human rights must be fulfilled as a citizen.

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