



Legal Protection for Consumers Due to Default in Handing Over Flat Units

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ABSTRACT

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This research aims to understand legal protection for consumers due to default in the delivery of apartment units. The research method used by the author is a type of normative juridical research carried out using a statutory approach and a conceptual approach. The research results show that legal protection for consumers is provided through Articles 4 and 7 of the Consumer Protection Law which provides firm and clear direction regarding the rights and obligations of developers and consumers in terms of buying and selling apartment units. It is also regulated in Article 97 of the Condominium Law which states that every actor constructing commercial apartments may not neglect his obligation to provide public apartments for at least 20% (twenty percent) of the area of the commercial apartment building being constructed. The Condominium Law also requires sellers (legal entities) to fulfill technical, administrative and civil requirements with the threat of administrative, civil and criminal sanctions in accordance with the provisions of Article 108 of the Condominium Law.

KEYWORDS:

Agreements, Sale and Purchase, Default, Business Actors, Consumer Rights.

1. INTRODUCTION

Every human being has a basic need, namely a house as a place to live. For the Indonesian people, housing is a constitutional right which is stated in Article 28 H paragraph (1) of the 1945 Constitution of the Republic of Indonesia which confirms that every human being has the right to live in peace physically and mentally, to have a place to live and have a clean and healthy environment. Housing has an important role in shaping the character and personality of the nation, and is part of the way to form a complete, identity, independent and productive Indonesian nation (Arie S. and Hutagalung, 2007). This is caused by unbalanced economic development followed by a high population growth rate which is the main factor in the difficulty of getting a place to live.

Fulfilling housing needs, especially in big cities, tends to encounter obstacles, namely limited land available to build houses. This happens because city residents tend to have a very fast and dense growth rate. The demand of urban residents for housing is increasing, but the available land is very limited, of course this will present a very profitable

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business opportunity for business people in the housing sector. With limited land, business actors use various methods to get around this, one of which is by building flats or apartments (Fania Athaya Salsabila, 2020).

Orders for apartment units must be based on a sale and purchase agreement that complies with Indonesian law. Article 1457 of the Civil Code (KUHPerdata) explains the implementation of sales and purchase agreements, according to which a sales and purchase contract is an agreement between the seller and the buyer, so the seller is obliged to transfer the rights relating to the goods to the buyer and the buyer is obliged to pay the nominal amount. that product. One of the steps taken by business actors to market flats is through an ordering system or Pre Project Selling. Sales using this system are by placing an order first followed by paying a down payment for the flats to be purchased. The construction of flats can be marketed before the construction is carried out, as long as the minimum requirements have been met to have certainty of land distribution, certainty of land rights, certainty of ownership of the flats, permits to build residential buildings and guarantees from residential building guarantee institutions (Jessica Witri Oktavia, 2020).

Based on the provisions of Article 43 paragraph (1) of Law Number 20 of 2011 concerning Flats, hereinafter referred to as UURS Chapter V Part Seven concerning marketing and buying and selling, it has been explained that business actors (developers) can sell their buildings before completion of construction, they must sign a Sale and

Purchase Agreement. (PPJB) before a notary and when the building construction is complete, a Deed of Sale and Purchase (AJB) can be made, so that there is a right of transfer between the developer and the buyer, depending on the agreement between both parties (Arie S. and Hutagalung, 2007). PPJB is an agreement between two parties where if the building is completed, certified and habitable, then each party will complete its achievements at a later date. The sale and purchase is carried out in the presence of the Land Deed Official (PPAT). The function of PPJB itself is to fix prices before AJB is carried out.

The increasing attractiveness of consumers regarding the affordability of apartment prices means that developers continue to attract buyers/consumers by offering quite good services at affordable rates and promotions. However, apartment sale and purchase agreements often cause problems, especially in handing over apartment units. Business actors often have to bear the risk of selling flats due to non-fulfillment of obligations agreed upon in the agreement, otherwise known as default. Default is a failure or neglect of obligations regulated in the terms of the agreement drafted by the parties, namely between the creditor and the debtor (Salim HS, 2008). As a result of acts of default by business actors (developers), consumers will suffer losses in both material and immaterial form. One action that consumers can take to overcome these losses is to file a lawsuit for compensation with the District Court.

One of the cases tried by the Cikarang District Court was resolved and decided with Decision Number 162/Pdt.G/2020/PN Ckr regarding a claim for compensation due to a default in the delivery of an apartment unit. The litigant in this case is Ir. Djuara Primaton Siahaan as Plaintiff, against PT Mahkota Sentosa Utama as Defendant. The case that the author studied began on September 3 2017, Ir. Djuara Primaton Siahaan and PT Mahkota Sentosa Utama have signed an Agreement to Confirm Unit Order No. 0000905/PPU-MSU/09/2017 dated 3 September 2017 and the plaintiff has paid all his obligations, namely by paying in full the purchase price of the two apartments which was paid in 3 (three) installments, namely, term I (Booking Fee), term II (Down Payment), and term III (payment). The plaintiff made the payment by transferring a sum of money to Bank Nobu with No. Virtual Acc. 888.251.30026.00176.

On July 30 2020, the units and towers ordered by the Plaintiff had absolutely no physical construction and no handover was carried out. This is different from the achievements that must be fulfilled by the defendant as stated in the two confirmation orders that "completed and ready to hand over on 31 October 2019 and 31 December 2019" so with this it has been proven that the defendant has not carried out his obligations. The Plaintiff felt disappointed with the service and follow-up from the Defendant and spent time, energy and money to resolve the case, thereby preventing the Plaintiff from receiving the best certainty and justice. The

plaintiff in this case suffered both material and immaterial losses.

Based on the description of the case described above, the author is interested in discussing the problems that arise, namely, how is the legal protection for consumers due to default in the delivery of apartment units?

II. MATERIALS AND METHODS

This research adopts normative judicial legal research methods meaning that the problems presented and discussed in this research emphasize the application of legal principles and positive legal standards (Joenaedi Efendi and Johnny Ibrahim, 2016). The approach to the questions in this research is based on a statutory approach and a conceptual approach (Peter Mahmud Marzuki, 2019). In analyzing the legal problems of this research, the author uses three types of legal materials, namely primary legal materials, secondary legal materials, and non-legal materials, then summarizes these materials as support in finding answers to legal questions.

III. RESULTS AND DISCUSSION

A. Legal Protection for Consumers Due to Defaults in Handing Over Apartment Units

Indonesia is a country of law as explained in Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia, legal protection can be interpreted as one of the government's efforts to protect legal subjects. Legal protection is expected to provide protection for human rights whose rights are harmed or violated by others. This legal protection is given to the community so that later the community can enjoy all the rights granted by law. In the current era, legal protection efforts for consumers are of concern to many parties, because consumers as users or users of goods and services also need to have their rights protected. This protection is not only to guarantee satisfaction and high quality, but also guarantees security or prevents fraud in buying and selling transactions, so that consumers can feel safe because there is a guarantee of protection for safety and fraud regarding products or services offered by business actors. However, in practice, consumers tend to have greater risks than business actors, in other words the rights of consumers are very vulnerable to being violated, this is due to consumers' weak bargaining position. (Abdul Halim Barkatullah, 2020).

Legal protection for consumers is very important because apart from having universal rights, consumers also have very specific rights (both situations and conditions). Consumer protection is an inseparable part of healthy business activities, because having a healthy business will create a balance between business actors and consumers. If there is no balanced legal protection, consumers will be in a weak position, causing consumers to suffer losses (Abdul Halim Barkatullah, 2020). The factor that has the most influence on the issue of consumer protection so far is the unequal position of consumers and business actors. To

achieve this balance it is necessary to empower consumers by maintaining consumer rights in an orderly manner in accordance with the provisions explained and regulated in Law Number 8 of 1999 concerning Protection. Consumers (UUPK). The type of scope of consumer protection is regarding goods, services and/or information services that will be bought and sold.

Regarding the issue of consumer protection, one of the concerns is the increasing number of sales of flats or apartments carried out by business actors or developers, developers often carry out many fraudulent practices which cause consumers to suffer losses. One of the things that often causes problems is regarding the marketing of flats that have not yet been built, but the developer has marketed them to consumers. If the consumer agrees to buy the apartment being marketed, the developer will make a statement and agreement document to accept all terms and conditions that have been determined unilaterally as well as provisions regarding the signing of documents that have been prepared from the start by the business actor, which are stated in the order letter. stated in the sale and purchase agreement which is made in the form of a standard agreement. This standard agreement is made unilaterally and contains provisions that apply generally (mass) then the consumer in this case will be faced with two choices, namely agreeing or rejecting it (Dede Agus, 2019).

The sale and purchase agreement is stated in the form of a sales and purchase binding agreement (PPJB). However, apartment sale and purchase transactions often cause problems, one of which is default in the delivery of the apartment unit. As a result of acts of default by business actors (developers), consumers will experience losses both in material and immaterial form. One of the efforts that consumers can take to overcome cases of default regarding the delivery of apartment units is to file a civil lawsuit in district court. The filing of this lawsuit is a legal effort so that the losses experienced by consumers can be paid by business actors. The filing of the lawsuit is interpreted as a legal effort so that the losses suffered by consumers can be compensated by business actors. One of the cases that has been tried by the Cikarang District Court and has been decided in Decision Number 162/Pdt.G/2020/PN Ckr, with the position cases namely:

The litigant in this case is Ir. Djuara Primaton Siahaan as Plaintiff, against PT Mahkota Sentosa Utama as Defendant. The case that the author studied began on September 3 2017, Ir. Djuara Primaton Siahaan and PT Mahkota Sentosa Utama have signed a Letter of Approval and Confirmation of Unit Order No. 00905/PPU-MSU/09/2017 dated 3 September 2017 and the plaintiff has carried out his obligations by paying off the purchase price of the two apartments which was paid in 3 (three) installments, namely, term I (Booking Fee), term II (Down Payment) and term III (payment). The payment is made by transferring the

nominal amount of money to Nobu Bank with No. Virtual Acc. 888.251.30026.00176.

On July 30 2020, the units and towers booked by the Plaintiff had no physical construction and no handover. This is different from the achievements that must be fulfilled by the defendant as stated in the two confirmation orders that "completed and ready to deliver on 31 October 2019 and 31 December 2019" so with this it has been proven that the defendant has not carried out his obligations. The Plaintiff felt very disappointed with the service and follow-up from the Defendant and spent energy, time and money to resolve the case, resulting in the Plaintiff never getting the best certainty and justice. The plaintiff in this case suffered both material and immaterial losses.

Based on the chronological description of the case, Ir Djuara Primaton Siahan is the buyer of apartment unit No. 000905/PPU-MSU/09/2017 which is valid. This can be proven by proof of payment, proof of payment in full, proof of a confirmation letter and order approval along with witnesses that confirm the existence of a binding sale and purchase agreement. On this basis, Ir Djuara Primaton Siahan also has a position as a consumer who in this case should receive his rights as a consumer, such as: the right to information, the right to security and comfort, and the right to obtain compensation. The provisions for default are contained in Article 1243 of the Civil Code, in this case PT.Mahkota Sentosa Utama as the apartment developer was negligent by not fulfilling the achievements agreed upon by both parties. This is because PT Mahkota Sentosa Utama has fulfilled the elements of default, namely that it will carry out what was promised but is late and the goods promised do not comply with the initial agreement in the agreement. The legal consequences or sanctions for the party who defaults are paying compensation, canceling the agreement, transferring risk, paying court costs.

Whereas based on Article 7 of the UUPK, if a business actor does not fulfill his obligations, namely, especially part of Article 7 letter f, then the business actor is obliged to provide compensation and/or compensation for losses resulting from the use, use and utilization of goods and/or services being traded and Article 7 letter g explains that business actors are required to provide compensation, compensation and/or replacement if the goods and/or services received or used do not comply with the agreement.

In essence, law is an embodiment of the protection of community interests which has been formulated in statutory regulations. Therefore, the government as a state organization has the responsibility to protect and guarantee the interests of society to achieve prosperity. Consumer protection is an effort to ensure legal certainty and provide guarantees of protection for consumers. This is also emphasized in the consideration of Article 3 UUPK that to increase dignity, consumers also need to increase awareness, ability and independence so that later they can protect themselves and raise awareness of perpetrators. efforts to emphasize the

importance of consumer protection so that business actors will have an honest and responsible attitude in carrying out all their business activities, so that they can guarantee the implementation of consumer protection. The UUPK also explains the prohibitions for business actors regulated in chapter IV Article 8 to Article 17 UUPK, these regulations are expected to become the main legal umbrella in protecting consumer rights, not only that UUPK is also expected to be able to facilitate interests and align the position of consumers and business actors (Abdul Halim Barkatullah, 2020).

In order to achieve an equal position between consumers and business actors, the legal protection provided by the state to the community is confirmed in the applicable laws and regulations, the protection provided by the state is both preventive and repressive. Based on the provisions of Article 4 UUPK states that consumers as users of goods and/services have rights and obligations, consumer rights are:

- a. the right to choose goods and/or services and to obtain said goods and/or services in accordance with the exchange rate and permitted conditions and guarantees;
- b. the right to obtain correct, clear and honest information regarding the terms and guarantees of goods and/or services;
- c. the right to compensation, compensation and/or replacement if the goods and/or services received are not in accordance with the contract or are not as they should be;
- d. rights designed in other statutory provisions.

The provisions regarding consumer rights that have been explained in Article 4 of the UUPK above are a form of protection for consumers regarding the sale and purchase of flats if the business actor does not fulfill his obligations in accordance with the agreement that has been outlined in the form of a sale and purchase agreement agreed to by both parties. In connection with the rights owned by consumers, in this case business actors also have obligations as regulated in Article 7 UUPK, namely that if business actors do not carry out their achievements, then business actors must provide compensation, compensation and/or replacement if goods and/or services are received or used not in accordance with the agreement.

The agreement for the sale and purchase of flats carried out by Ir Djuara Primaton Siahon (as the orderer) with PT Mahkota Sentosa Utama (receiver of the order) is carried out by signing a Confirmation and Approval of Ordering Flat Units, in general the sale and purchase agreement for flats is stated in the PPJB which has been agreed upon by both sides. Sales of flats carried out by PT Mahkota Sentosa Utama are carried out through an ordering system or Pre Project Selling. Sales using this system are by placing an order in advance accompanied by making a down payment for the flats to be purchased. The legal protection given to consumers in buying and selling through orders has also been regulated in the provisions of Article 16 UUPK which states that when

offering goods/services through orders, business actors are prohibited from:

- a. Failure to fulfill orders and/or agreed completion times as promised;
- b. Not keeping promises regarding services and/or achievements.

Law was created to regulate the rights and obligations of legal entities, both individuals and legal entities, so that they can fulfill their obligations properly and receive their rights fairly. The law acts as a guarantor of the interests of the people, therefore the law must be implemented and enforced. Consumers generally do not expect criminal sanctions to be imposed on business actors, but more consumers expect compensation for losses incurred, in this case consumers can submit claims for compensation for breach of contract or acts that violate the law. Especially for consumers in buying and selling housing, including flats, there is legal protection regulated in Law Number 20 of 2011 concerning Flats and Government Regulation Number 13 of 2021 concerning the Implementation of Flats, some of these provisions require sellers (legal entities) to fulfill technical, administrative and civil legal requirements with the threat of administrative, civil and criminal sanctions (Eman Ramelan, 2014).

Legal protection for consumers buying and selling flats that have not been built has been regulated in Law Number 20 of 2011 concerning Flats which regulates prohibitions on business actors or developers in the housing sector. This prohibition is regulated in Article 97 UURS which states that every commercial apartment building actor must not neglect his obligation to provide public apartments for at least 20% (twenty percent) of the area of the commercial apartment building being built as intended in Article 16 paragraph (2) . Apart from that, Article 98 UURS states that development actors are prohibited from making PPJB:

- a. Which does not match what is marketed; or
- b. Before fulfilling the certainty requirements as intended in Article 43 paragraph (2)

Article 107 UURS explains that "any person who operates an apartment that does not comply with the provisions as intended in Article 16 paragraph (2) will be subject to administrative sanctions." These administrative sanctions are explained in Article 108 UURS which explains that:

(1) Administrative sanctions as intended in Article 107 may be in the form of:

- a. written warning;
- b. restrictions on development activities and/or commercial activities;
- c. temporary suspension of construction work;
- d. temporary or permanent cessation of housing maintenance;
- e. imposition of administrative fines;
- f. Cancellation of IMB;
- g. revocation of legal process certificate;

- h. cancellation of SHM flats or SKBG flats;
- i. apartment demolition order; or
- j. revocation of activity permits.

(2) The imposition of administrative sanctions as intended in paragraph 1 does not exclude criminal charges and responsibilities.

(3) Administrative sanctions, procedures and amounts of administrative fines are more precisely regulated by government regulations.

In general, the PPJB for an apartment unit must be followed by an act of physical and juridical handover (*juridische levering*). Likewise, the two apartment units ordered by the consumer as the object of a non-movable agreement require other legal action by handing over or levering the object of sale and purchase before the Land Deed Official. If this is not fulfilled, then delays in the construction and delivery of commercial objects and purchases will result in sanctions regulated in the PPJB agreed upon by the parties (Astrid Athina Indradewi, Andyna Sisiawati Achmad, 2021). As is the fact that there was a delay in the construction and handover of the apartment units which had been agreed upon by Ir Djuara Primaton Siahan and PT Mahkota Sentosa Utama which had been stated in the Letter of Confirmation and Approval of the Order for the Apartment Units that it should be completed and ready to be accepted on 31 October 2019 and 31 December 2019.

The sale and purchase between Ir Djuara Primaton Siahaan and PT Mahkota Sentosa Utama was carried out based on Article 1457 of the Civil Code, according to which the sale and purchase agreement creates a reciprocal relationship between the parties, followed by the provisions of Article 1458 of the Civil Code, according to which the agreement in the agreement is the will of both parties. contract, because buying and selling is a mutual agreement. In this case, it is assumed that there has been an agreement between the parties regarding the object and price, even if the object is not delivered and the price has not been paid. As mentioned previously, buying and selling a house is classified as a fixed asset. The conditions for the legal transfer of rights or the legal basis for an apartment must take into account the general terms of sale and purchase and the provisions for the sale and purchase of apartments contained in the UURS provisions. In this case, PT Mahkota Sentosa Utama as the developer of the Flats Unit failed to fulfill the agreement that had been agreed to by both parties. The elements of default are not doing what he said he would do, carrying out what he promised, but not as promised, doing what he promised but being late, or doing something that according to the agreement he was not allowed to do. Consequences or legal sanctions for parties who default include payment of compensation, termination of the contract/agreement, transfer of risk, and payment of court costs.

From a legal perspective, the UUPK prohibits business actors, in this case PT Mahkota Sentosa Utama, from not complying with orders and/or agreements on completion

times as promised as stated in the provisions of Article 16 jo. Article 62 paragraph 2 UUPK. Performance violations committed by PT Mahkota Sentosa Utama resulted in losses for Ir Djuara Primaton Siahaan, both material and immaterial. UUPK provides clear and firm guidelines regarding the rights and obligations of developers and consumers in buying and selling flats. In particular, for condominium consumers, legal protection is provided through the Condominium Law, the Housing and Settlement Areas Law, the Condominium PP, and several other provisions that require sellers (legal entities) to carry out technical, administrative and civil obligations. . Meanwhile, demands involve threats of sanctions in the form of administrative, civil and criminal sanctions. This protection is given to Ir Djuara Primaton Siahaan as a consumer who suffers losses because he does not get ownership rights to the flat/apartment that has been purchased and paid for in full.

Thus, because Ir Djuara Primaton Siahaan as the consumer has carried out all its obligations, namely paying in full the two apartments/flats it purchased, the consumer has the right to demand fulfillment of achievements from PT Mahkota Sentosa Utama because in this case Ir Djuara Primaton Siahaan has fulfilled its obligations under the sales contract. The agreement states that after the consumer has paid in full, the developer will hand over the apartments in Tower S1 and Tower T1 to the consumer on 31 October 2019 and 31 December 2019 respectively, however, until the specified deadline, PT Mahkota Sentosa Utama has not handed over the apartments to Ir Djuara Primaton Siahaan. In order to be declared in default, before filing a lawsuit in court the plaintiff must issue a summons against the defendant who has not fulfilled his obligations. Article 1238 of the Civil Code explains that a summons is a warning from the creditor to the debtor so that they can fulfill their achievements in accordance with the contents of the agreement that has been agreed between the two. In this case, a summons was served on June 12 2020, but the developer was still unable to hand over the apartment/flat according to the specifications contained in the sale and purchase agreement. Article 1338 of the Civil Code states that every agreement (agreement) that is legally entered into is valid as law for the party making it, so the defendant must comply with what is written in the agreement, because the plaintiff has carried out his obligations and the plaintiff does not want anything other than what was agreed. Because the summons has been served but PT Mahkota Sentosa Utama is still unable to hand over the promised apartment/flat, Ir Djuara Primaton Siahaan as the consumer has legal protection.

The legal protection given to Ir Djuara Primaton Siahaan as a consumer as regulated above is internal legal protection and external legal protection. Internal legal protection is in the form of an agreement agreed upon by both parties, namely a Letter of Confirmation and Approval of Unit Order No. 000905/PPPU-MSU/09/2017 and Confirmation and Approval of Unit Order No. 000938/PPPU-

MSU/09/2017, Order Confirmation Letter No. LK-OB0031544 and Order Confirmation Letter No. LK-OB0031484. Furthermore, external legal protection is legal protection created by the government through the formulation of statutory regulations, namely the Criminal Code, UUPK and UURS. The Civil Code generally regulates sanctions for acts of default. Articles 6 and 7 UUPK also regulate the rights and obligations of business actors and explain if business actors do not carry out their obligations, namely, in particular the part in Article 7 letter g states that business actors are obliged to provide compensation, compensation and/or replacement if goods and/or services are received. or used not in accordance with the agreement. Article 16 UUPK states that when offering goods/services through orders, business actors are prohibited from not fulfilling orders and/or completion time agreements as promised and not keeping promises regarding services and/or achievements. And according to Article 97 of the UURS, it is stipulated that every commercial apartment building actor must not fail to provide at least 20% of the floor area of the commercial apartment being built in accordance with Article 16 paragraph (2). Developers who do not meet the requirements may be subject to criminal sanctions and fines in accordance with UURS provisions. The legal protection described above is given to Ir Djuara Primaton Siahaan as a consumer who suffers losses because he does not receive ownership rights to the flat/apartment that his purchase has been paid for in full.

IV. CONCLUSION

Based on the author's previous discussion, regarding the main issues discussed, the following conclusions can be drawn:

1. Legal protection for consumers due to default in the delivery of apartment units is provided through external and internal legal protection. Internal legal protection is in the form of an agreement agreed upon by both parties and external legal protection is legal protection created by the government through the formulation of statutory regulations. Legal protection for consumers is regulated in Article 16 UUPK and also regulated in Article 97 UURS. Consumers who experience losses due to default in handing over the apartment are entitled to receive compensation from the business actor as regulated in Article 7 letter g UUPK and can file a lawsuit against the developer on the basis of Article 1238 of the Civil Code, namely regarding acts of default.

REFERENCES

1. Dede Agus. 2019. Consumer Protection for the Use of Standard Agreements in Law Number 8 of 1999 concerning Consumer Protection, Legal Conscience. 1(1).
2. Salim HS. 2008. Introduction to Written Civil Law (BW), Jakarta : Sinar Graphics.
3. Abdul Halim Barkatullah. 2020. Consumer Rights, Bandung : Nusa Media.
4. Miru, Ahmadi. 2007. Contract Law and Contract Drafting. Jakarta : Rajawali Press.
5. Joenaedi Efendi and Johnny Ibrahim. 2016. Normative and Empirical Legal Research Methods, Depok: Paramedia Group.
6. Peter Mahmud Marzuki. 2019. Legal Research (Revised Edition), Jakarta: Kencana Prenada Media Group.
7. Eman Ramelan. 2014. Legal Protection for Consumers Buying Flats/Strata Title/Apartments, Yogyakarta: Laksbang Mediatama.
8. Arie S. and Hutagalung. 2007. Condos and their problems, Depok, Publishing Agency, Faculty of Law, University of Indonesia.
9. Abdul Halim Barkatullah. 2020. Consumer Rights, Bandung : Nusa Media.
10. Eman Ramelan. 2014. Legal Protection for Consumers Buying Flats/Strata Title/Apartments, Yogyakarta: Laksbang Mediatama.
11. Astrid Athina Indradewi, Andyna Susiawati Achmad. 2021. Legal Protection for Condotel Unit Owners in Cases of Default by Developers (Case Study Decision No. 5/Pdt/2020/Pt Smr), Review of Legal and Development Issues, 26(3), 2406-7385.
12. Jessica Witri Oktavia. 2020. Legal Protection for Consumers Who Buy Apartments Without Having a Building Permit, Journal of Study Results and Research in the Fields of Islam and Education. 5(2), 2527-6603.
13. Fania Athaya Salsabila. 2020. Developer's Responsibility towards Consumers Due to Default in Apartment Sale and Purchase Agreements (Case Study: Malioboro City Apartment Sale and Purchase), Thesis (Yogyakarta: Law Study Program, Faculty of Law, Islamic University of Indonesia)