



Consumer Protection in Binding Sale and Purchase Agreements of Subsidized Housing

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Abstract

Subsidized housing is an important instrument in providing affordable housing for low-income people. However, the practice of Binding Sale and Purchase Agreement (PPJB), which is generally made unilaterally by developers, often raises legal problems. Many PPJBs contain standard clauses that are detrimental to consumers, such as delays in submission or non-conformity with specifications, thereby weakening the consumer's position in the contractual relationship. This study emphasizes the importance of legal protection for consumers of subsidized housing by reviewing the provisions in Law Number 8 of 1999 concerning Consumer Protection, Law Number 1 of 2011 concerning Housing and Residential Areas, and Minister of Public Works and Public Housing Regulation Number 11 of 2019 concerning PPJB. Article 18 of the UUPK expressly prohibits the inclusion of clauses that are detrimental to consumers and declares them null and void. Therefore, strengthening regulations, law enforcement, and public awareness is crucial to create fair and balanced consumer protection in subsidized housing transactions.

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INTRODUCTION

The subsidized housing program has a strategic role as the government's effort to provide decent housing at affordable prices for low-income people. Through financing support, fiscal incentives, and lighter credit requirements, this policy aims to encourage the expansion of home ownership (Agarwal et al., 2017; Dietsch & Petey, 2015; Fuller, 2015; Lepers, 2024; Ryan-Collins, 2021).

In practice, the Sale and Purchase Binding Agreement (PPJB) is the initial instrument that binds consumers and developers when the house is not ready to be handed over or the certificate has not been issued. However, PPJB for subsidized houses is generally prepared unilaterally by developers in the form of a standard agreement, so the position of consumers is very weak. It is not uncommon for consumers to sign an agreement without understanding the entire content of the clause, even though they are still obliged to continue the payment (Cole, 2015; Macaulay, 2020; Sovern et al., 2015).

Various problems then arise, such as construction delays, inappropriate building quality, and incompatibility between the promised specifications and the reality on the ground. This condition is

exacerbated by the existence of standard clauses that limit the consumer's right to claim compensation, while the developer benefits more (Fan et al., 2018; Tsai & Wright, 2015; Utami, 2024; Vanclay, 2017; Yu & Xu, 2016).

This practice is clearly contrary to Law Number 8 of 1999 concerning Consumer Protection, which affirms the importance of protecting consumer rights in every transaction. But in reality, many clauses in the PPJB actually exempt developers from liability, thus creating contractual inequality while weakening consumer protection (Fatahillah & Astutik, 2021; Janisriwati, 2020; Quintarti et al., 2025; Ramadani et al., 2024; Soemarwi & Darmawan, 2023).

In addition, the lack of public understanding of rights and obligations in PPJB further worsens the situation. Many consumers are unaware of the risks of adverse clauses, such as unilateral termination, late fines, or limitation on indemnity. Therefore, strengthening regulations and legal education is very important so that consumers are not only objects in contracts, but also subjects whose rights are protected.

Previous research has highlighted various dimensions of this problem. For instance, studies by Indradewi (2020) have explored the theoretical foundations of consumer protection in standard contracts, emphasizing the imbalance of power in developer-consumer relationships. Research by Yudha Hadian Nur (2010) has documented the prevalence of detrimental standard clauses in housing PPJBs, noting how such clauses often escape regulatory scrutiny. Additionally, analyses by Muhamad Hasan Muaziz (2015) have examined the limitations of existing legal frameworks such as the Civil Code and the Consumer Protection Law in effectively curbing unfair contractual practices in subsidized housing. While these studies provide valuable insights, few have comprehensively examined the interplay between regulatory weaknesses, enforcement gaps, and consumer vulnerability in the specific context of subsidized housing PPJB. Furthermore, there remains a need for research that not only identifies problematic clauses but also proposes actionable legal and policy reforms to rebalance the contractual relationship.

Based on this description, the formulation of this research problem is: How is consumer protection guaranteed in the subsidized house PPJB, especially related to the standard adverse clause?

This research is expected to make a significant contribution to two aspects, namely theoretical and practical. From a theoretical point of view, this research aims to enrich the literature in the field of civil law, especially regarding consumer legal protection in the binding purchase and purchase agreement (PPJB) of subsidized houses, as well as become an academic reference for further research related to consumer protection issues in standard contracts. Meanwhile, in the practical aspect, this study is expected to provide recommendations to developers to be more careful in designing subsidized housing PPJB so that it does not harm consumers, as well as provide consumers with an understanding of the rights and legal protections that they can obtain in the event of default or the application of adverse standard clauses. In addition, the results of this study are also expected to be input for regulators or the government in drafting and improving regulations regarding subsidized housing so that PPJB practices run more fairly, transparently, and accountably. In particular, this study aims to identify the forms of legal protection available to consumers in standard agreements, especially in the practice of subsidized housing PPJB.

METHOD

This research employed normative legal methods, which focus on the study of applicable positive legal norms in the form of relevant laws and regulations, doctrines, and court decisions. This method was chosen because the problems examined related to legal responsibility in the *Perjanjian Pengikatan Jual Beli (PPJB)* of subsidized houses and consumer protection from standard clauses.

The approach used was a statutory approach, which examined the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, Law Number 1 of 2011 concerning Housing and Residential Areas, and Minister of Public Works and Public Housing Regulation Number 11 of 2019. In addition, a conceptual approach was employed, utilizing Hans Kelsen's theory of legal liability and Nasution's theory of consumer protection to analyze practices in subsidized housing PPJBs.

Legal materials used included:

- 1) Primary: Civil Code, Consumer Protection Law, Housing Law, and PUPR Ministerial Regulation.
- 2) Secondary: books, journals, scientific articles, and opinions of legal experts.
- 3) Tertiary: legal dictionaries, legal encyclopedias, and *Kamus Besar Bahasa Indonesia (KBBI)*.

The analysis was conducted descriptively and analytically by interpreting and linking existing legal norms and doctrines, then assessing their consistency with subsidized housing *PPJB* practices. Through this technique, the research aimed to determine the extent to which applicable legal provisions provided effective protection for consumers.

RESULTS AND DISCUSSION

Consumer Protection in *PPJB* Subsidized Houses

The right to decent housing is part of the constitutional rights of citizens as stated in Article 28H of the 1945 Constitution. This guarantee is strengthened in Law No. 1 of 2011 concerning Housing and Residential Areas, which emphasizes that every house construction must meet technical standards, facilities, and public utilities. This provision normatively places developers in a position of legal obligation to hand over subsidized houses that meet standards. The goal is clear, which is to protect consumers, especially Low-Income Communities (MBR), from the risk of acquiring a disabled or unlivable house.

In addition, Law No. 1 of 2011 stipulates that subsidized houses can only be marketed if they have met the requirements for planning, design, and legal development permits. This regulation provides preventive legal guarantees so that consumers do not buy houses that are still in the form of plans or even not realized. Thus, every transaction has a strong legal basis, thereby minimizing consumer losses due to misleading marketing practices.

Further protection is present through the Minister of PUPR Regulation No. 11/PRT/M/2019 which requires the binding sale and purchase agreement (*PPJB*) to be stated in an authentic deed. Authentic deeds have perfect evidentiary power before the law, thereby increasing the certainty of consumers' rights to the house purchased. This regulation also prohibits developers from reselling house units that have been ordered before their contractual obligations are met. The ban is an important legal instrument to prevent the practice of double selling, which often harms consumers.

In addition to the formal aspects, the PUPR Ministerial Regulation also requires developers to provide transparent, accurate, and complete information related to land status, building permits, and house handover schedules. This provision strengthens the principle of information disclosure, so that consumers have a sufficient basis to make conscious decisions. This is in line with the principle of substantive justice in consumer contract law, which is to ensure that consumers are not harmed even though the contract is formally valid.

However, in *PPJB* practice, consumers are often in a weak bargaining position. Contracts are usually drafted unilaterally by developers and leave only the "take it or leave it" option for consumers. This situation creates an imbalance, where consumers have to accept the entire clause without any room for negotiation. This condition reflects the character of standard contracts that are prone to contain exclusive clauses (exoneration clauses) that limit or even eliminate consumer rights.

Consumer protection theory emphasizes that the law must provide a guarantee of substantive justice. This means that if a clause proves to be harmful, the clause cannot be enforced even if the agreement appears to be formally valid according to the Civil Code. For example, a clause that exempts the developer from the liability of default or that gives the right unilaterally to cancel the contract. In this context, the law not only assesses the formality aspect, but must also guarantee real equality between developers and consumers.

The urgency of implementing legal protection for subsidized housing *PPJB* lies in the need to prevent contractual exploitation. Without adequate protection, consumers risk being forced to accept homes that do not meet specifications or losing the right to claim damages. Therefore, in addition to

normative regulations, implementing supervision by the government and related institutions is also needed. Legal education for consumers is also important so that they better understand the inherent rights when signing PPJB.

With a comprehensive legal framework through Law No. 1 of 2011 and Permen PUPR No. 11/2019, the position of subsidized housing consumers is no longer placed as passive and weak parties, but as legal subjects who have recognized and protected rights. Thus, subsidized housing PPJB is not only legally legal, but also substantially fair, in line with the principles of balance and fairness in consumer contracts.

CONCLUSION

The study found that consumer protection in the *Perjanjian Pengikatan Jual Beli (PPJB)* of subsidized houses—particularly against adverse standard clauses—is formally and substantively guaranteed through key legal instruments, including Law No. 8 of 1999 concerning Consumer Protection (UUPK), Law No. 1 of 2011 concerning Housing and Residential Areas, and Minister of Public Works and Public Housing Regulation No. 11 of 2019 concerning the *PPJB* System. Article 18 of the UUPK explicitly prohibits clauses that negate consumer rights, limit remedies, or shift business actors' responsibilities, rendering harmful standard clauses null and void, thereby ensuring legal certainty and justice for consumers as weaker parties. To enhance effectiveness, the research recommends strengthening regulatory supervision for consistent enforcement, boosting public legal awareness via education and socialization, and promoting developer ethics through professional codes of conduct and internal oversight, fostering a fairer, more transparent subsidized housing ecosystem. For future research, empirical studies could investigate real-world enforcement outcomes and consumer dispute resolution in *PPJB* cases across Indonesian regions to validate these protections and identify implementation gaps.

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