

LEGAL PROTECTION OF CONSUMERS IN HOME ORDER LETTER (SPR) FROM THE DEVELOPER

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Abstract

The initial process of buying a house at a developer company is carried out with a House Order Letter (SPR) and the consumer is immediately given a receipt for the purchase of a house unit. In its implementation, this SPR uses standard clause agreements which are more detrimental to consumers. In the course of this credit agreement, preceded by an SPR from the developer company, it became a thing that was detrimental to the community who had paid the receipt and was canceled unilaterally by the developer company on the grounds that the bank refused to apply for a mortgage. In this case, legal protection is needed for consumers to get a full refund of what they deposited because the unilateral cancellation has been carried out by the Developer Company. Business actors as parties who make agreements use standard clauses that tend to release, transfer or reduce their responsibilities which should be the responsibility of business actors, by violating Article 18 paragraph (4) UUPK, so that in general, consumer rights are still not protected because business actors are concerned with the fulfillment of protection for their parties against the risks they may face. The SPR agreement does not conflict with applicable law but its moral responsibility is required to protect consumers.

Keywords: *Contract; International Agreement; Freedom of Contract Principle.*

Introduction

With the increasing number of residents, the need for housing in urban areas and satellite cities is currently increasing greatly, therefore the government is in the program for the welfare of the people by providing and providing proper housing facilities for the people, Article 1 number 7 of Law Number 1 year 2011 concerning Housing and Residential Area states that "A house is a building that functions as a livable residential, means of fostering a family, reflection of the honor and dignity of its inhabitants, as well as asset for its owner."¹ Meanwhile, according to the online Big Indonesian Dictionary, the house is:

- 1) Buildings for residence
- 2) Buildings in general (such as buildings)

¹ Law Number 1 Year 2011 concerning Housing and Residential Area, Article 1 number 7

Based on this definition, it can be said that a house is a building for residence which is generally like a building. Article 1 number 1 Law Number 28 of 2002 concerning Buildings (hereinafter referred to as the Building Law) states "Buildings are the physical form of the results of construction work that are integrated with their place of domicile, partly or wholly located above and/or in the ground, and/or water, which functions as a place for humans to carry out their activities, whether for housing or residence, religious activities, business activities, social, cultural activities, or special activities."²

The function of the building as a residence based on Article 5 Section (1) of Government Regulation Number 16 Year 2021 concerning Regulations for Implementing Law Number 28 of 2002 concerning Buildings (hereinafter referred to as PP Building Buildings) states "... as a human residence."³

Based on the housing needs of the community, housing companies also provide convenience to people who want to own a house with limited funds, namely by providing mortgage facilities (House Ownership Credit) by banks that are partners with housing companies, so that consumers can directly select units and provide down payments. purchase of the house. At the time of selecting this unit, the company provides a written document called a House Order Letter which must be signed by the consumer first and directly with a down payment, legally the agreement means that the agreement is not a problem because the provisions of Article 1338 and Article 1320 of the Civil Code are fulfilled, problems begin appears when the down payment has been given to the Developer Company and the application for a Home Ownership Credit (KPR) is rejected by the Development Company Partner Bank without clear reasons, even with verbal notification. As a consumer, when the application is rejected by a KPR who has made a down payment, he definitely wants the money back from the Developer Company, but with the pretext that it has been stated in the SPR, if there is a refusal from the Bank to apply for a KPR, the money can be returned with deductions from

² Law Number 28 Year 2002 concerning Buildings, Article 1 number 1

³ Government Regulation Number 16 Year 2021 concerning Implementing Regulation of Law Number 28 Year 2002 concerning Buildings, Article 5 Section (1)

VAT, PPh and fees. administration which amounts to 15% (fifteen percent) of the advance paid to the developer company. Here it can be seen that the consumer's position is greatly disadvantaged, whose money has actually been deposited with the developer company and has been sitting in the bank for some time, the developer has received interest from the bank and has not returned it in full, this violates the provisions contained in Law Number 8 1999 concerning Consumer Protection.

Literature Review

a. Agreement in General

Understanding the agreement according to Article 1313 KUH Civil law is an act by which one person or more binds himself to one or more people. Agreement law recognizes several important principles which are the basis of the will of the parties in achieving goals. Some of these principles are as follows⁴:

1) The principle of freedom of contract

Everyone is free to enter into any agreement, whether it has been regulated or not regulated by law. This is in accordance with Article 1223 of the Civil Code which states that every engagement is born either because of approval or because of the law. But this freedom is limited by three things, namely not prohibited by law, not against public order, not against decency. The agreement that will be agreed upon by the parties will be binding, this is regulated in Article 1338 of the Civil Code which contains:

" All agreements made legally apply as laws for those who make them" .

2) Complementary Principle

The Complementary Principle implies that the law may not be followed if the parties wish to make their own provisions that deviate from the provisions of the law. But if the agreement they made does not specify otherwise, then the provisions

⁴ Salim H.S., *Perkembangan Hukum Kontrak Innaminaan di Indonesia* (Sinar Grafika 2008), page 7

of the law shall apply. This principle only concerns the rights and obligations of the parties.

3) Consensual Principle

This principle implies that the agreement occurred from the moment an agreement (consensus) was reached between the parties regarding the subject matter of the agreement. Since then the agreement is binding and has legal consequences.

4) Obligatory Principle

This principle implies that the agreement made by the parties is only at the stage of giving rise to rights and obligations, not yet transferring property rights. New property rights transfer if proven by a material agreement (zakalyke overrnkomst), namely through delivery (leveraging).

5) Principle of Privity of Contract

Article 1340 of the Civil Code " agreements only apply between the parties that make them. Third parties (or parties outside the agreement or agreement) cannot participate in claiming a right based on that agreement or agreement (contractual relations) a principle in contract law which states that a person can request the implementation of achievements from another person, or to be able to sue another person by basis of breach of contract, then between him and the other person must have a contractual bond; only the contracting parties can request fulfillment of the contents of the contract (glossary) . This principle states that business actors have an obligation to protect consumers, but this can only be done if a contractual relationship has been established between them. Business actors cannot be blamed for matters other than what was agreed upon. The phenomenon of standard contracts circulating in society is a clear indication of how helpless consumers are in facing the domination of business actors.

6) The Principle of Good Faith

The principle of good faith, according to Subekti, is one of the most important joints in contract law⁵, namely by implementing agreements that prioritize the norms of decency. The obligation to perform contracts based on good faith is universally recognized in the principles of international contract law. The international recognition includes the preamble to the 1969 Vienna Convention which states: " The principles of free consent and of good faith and the pacta sunt servanda rule are universally recognized ". Apart from that, in UNIDROIT (The International Institute for the Unification of Private Law) Article 1.7. stated "each party must act in accordance with good faith and fair dealing in international trade" and "the parties may not exclude or limit their duties". Based on this, the principle of good faith is a universal principle that must be applied to every agreement.

In all agreements, good faith⁶ is very much needed in society, and regarding good faith, it is also described in the National Civil Law Symposium held by the National Legal Development Agency (BPHN) which determines that good faith should be interpreted as follows:

1. Honesty in making contracts;
2. At the drafting stage it is stressed, if the contract is made in the presence of an official, the parties are considered to have good faith (although there are also opinions that express objections);
3. As propriety in the implementation stage, namely related to a good assessment of the behavior of the parties in carrying out what has been agreed in the contract, solely for the purpose of preventing inappropriate behavior in implementing the contract.

An agreement can be said to be a valid agreement if it fulfills certain conditions, so that the agreement can be carried out and given legal consequences

⁵ Subekti, *Pokok-Pokok Hukum Perdata* (PT. Intermasa 1996), page 41

⁶ Luh Nila Winarni, *Asas Itikad Baik Sebagai Upaya Perlindungan Konsumen Dalam Perjanjian Pembiayaan*, DIH, Jurnal Ilmu Hukum Pebruari 2015, Vol. 11, No. 21.

(legally concluded contract). Based on the provisions of Article 1320 of the Civil Code, the legal terms of an agreement are⁷:

- a) There is an agreement of will between the parties who make an agreement (consensus).
- b) The ability to make agreements (capacity). In principle, every person who has matured or has returned and is of sound mind.
- c) There is a certain matter (a certain subject matter), meaning what is agreed upon, the rights and obligations of both parties if a dispute arises.
- d) There is a cause that is lawful (legal cause), which means it concerns the contents of the agreement itself.

By agreeing, it means that the parties to the agreement must agree on the main points of the agreement entered into. Each party has the same will, in other words, what one party wants must be desired by the other party as well. The person making the agreement must be legally competent. In general, a person is said to be competent according to the law when he is an adult, that is, reaches the age of 21 years, or is married.

The person who makes a contract must be capable enough to fully realize the responsibility he bears by his actions. That person must be someone who truly has the right to be free to act. People who are placed in custody according to the law cannot act freely, they are under the supervision of guardianship and do not have the authority to carry out legal actions. Parties bound in the agreement are also known as legal subjects of the agreement. The Civil Code distinguishes three groups involved, namely the parties entering into the agreement, their heirs, and third parties⁸. The subject of the agreement consists of people and legal entities.

A certain object, meaning that the object in the agreement must be clear and can be determined. Thus, there will be no reproach for mutual denial which is the

⁷ Subekti, *Pokok-Pokok Hukum Perdata* (PT.Citra Aditya Bakti 1998), page 17-20

⁸ Mariam Darius Badrulzaman, *Aneka Hukum Bisnis*, (Alumni 1994) page 22

object of the agreement by the parties. For what is lawful, it means that the agreement was made not contrary to law, decency and public order.

The first two conditions for the validity of the agreement are subjective conditions. If the subjective conditions are not fulfilled the agreement can be canceled. The last two conditions are said to be objective conditions because if these conditions are not fulfilled then the agreement is null and void, meaning that from the beginning there was never an agreement. An agreement that does not meet the requirements will not be recognized by law, even if it is recognized by the parties concerned, as a result the judge will cancel or declare the agreement null and void.⁹

Consumer protection

Based on Article 1 point 1 of the Consumer Protection Act, it is stated that consumer protection is all efforts that guarantee legal certainty to provide protection to consumers. Article 3 of the Consumer Protection Law states that the objectives are:

- a) Increasing awareness, ability and independence of consumers to protect themselves,
- b) Raise the dignity of consumers by preventing them from negative access to the use of goods and/or services,
- c) Increasing consumer empowerment in choosing, determining, and demanding their rights as consumers,
- d) Creating a consumer protection system that contains elements of legal certainty and information disclosure as well as access to information,
- e) Growing awareness of business actors regarding the importance of consumer protection so that honest and responsible attitudes grow in doing business,
- f) Improving the quality of goods and/or services that guarantee the continuity of the business of producing goods and/or services, health, comfort, security and consumer safety (Article 3 of the Consumer Protection Law).

⁹ Abdulkadir Muhammad, *Hukum Perjanjian* (PT. Citra Aditya Bakti Bandung 2000), page 89

Consumer rights regulated in Article 4 of the Consumer Protection Law are as follows:

- a) The right to comfort, security and safety in consuming goods and/or services;
- b) The right to choose goods and/or services and obtain said goods and/or services in accordance with the exchange rate and the conditions and guarantees promised;
- c) The right to information that is correct, clear and honest regarding the conditions and warranties of goods and/or services;
- d) The right to have their opinions and complaints heard about the goods and/or services used;
- e) The right to obtain proper advocacy, protection and efforts to resolve consumer protection disputes;
- f) The right to receive consumer guidance and education;
- g) The right to be treated or served properly and honestly and not discriminatory;
- h) The right to obtain compensation, compensation and/or reimbursement, if the goods and/or services received are not in accordance with the agreement or not as they should be;
- i) The rights regulated in the provisions of other laws and regulations.

Meanwhile, consumer obligations are regulated in Article 5 of the Consumer Protection Law as follows:

- a) Read or follow information instructions and procedures for the use or utilization of goods and/or services, for security and safety;
- b) Have good faith in conducting transactions for the purchase of goods and/or services;
- c) Pay according to the agreed exchange rate;
- d) Participate in proper legal settlement of consumer protection disputes.

Based on Article 6 of the Consumer Protection Law, the rights of business actors are as follows:

- a) The right to receive payments in accordance with the agreement regarding the conditions and exchange rates of goods and/or services traded;
- b) The right to obtain legal protection from consumer actions with bad intentions;
- c) The right to conduct proper self-defense in the settlement of consumer dispute law;
- d) The right to rehabilitation of good name if it is legally proven that the consumer's loss was not caused by the goods and/or services being traded;
- e) The rights regulated in the provisions of other laws and regulations.

Based on Article 7 of the Consumer Protection Law, the rights of business actors are as follows:

- a) Have good faith in carrying out its business activities;
- b) Provide correct, clear and honest information regarding the condition and guarantee of goods and/or services and provide an explanation of use, repair and maintenance;
- c) Treating or serving consumers properly and honestly and not discriminatory;
- d) Guarantee the quality of goods and/or services produced and or traded based on the provisions of the applicable standards for the quality of goods and/or services;
- e) Providing opportunities for consumers to test and/or try certain goods and/or services and provide guarantees and/or guarantees for goods made and/or traded;
- f) Providing compensation, compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/or services;
- g) Providing compensation, compensation and/or reimbursement if the goods and/or services received or used are not in accordance with the agreement.

Based on Article 18 of the Consumer Protection Law, it is stated that the provisions for the inclusion of standard clauses are as follows:

- (1) Business actors in offering goods and/or services intended for trading are prohibited from making or including standard clauses in every document and/or agreement if:
 - a) Declare the transfer of responsibility of business actors;
 - b) Stating that business actors have the right to refuse the return of goods purchased by consumers;
 - c) Stating that the business actor has the right to refuse to return the money paid for the goods and/or services purchased by the consumer;
 - d) Declare the granting of power of attorney from consumers to business actors, either directly or indirectly, to take all unilateral actions related to goods purchased by consumers in installments;
 - e) Regulates the matter of proof of loss of use of goods or use of services purchased by consumers;
 - f) Giving rights to business actors to reduce service benefits or reduce consumer assets which are the object of buying and selling services;
 - g) Declare consumer compliance with regulations in the form of new rules, additions, continuations and/or further changes made unilaterally by business actors while consumers are using the services they have purchased;
 - h) Stating that consumers authorize business actors to impose mortgage rights, lien rights, or guarantee rights on goods purchased by consumers in installments.
- (2) Business actors are prohibited from including standard clauses whose location or shape is difficult to see or cannot be read clearly, or whose disclosure is difficult to understand.
- (3) Any standard clauses that have been determined by business actors in documents or agreements that fulfill the provisions referred to in paragraphs (1) and (2) are declared null and void.
- (4) Business actors are obliged to adjust standard clauses that are contrary to this Law.

Based on Article 19 of the Consumer Protection Law, the responsibilities of business actors are as follows:

- (1) Business actors are responsible for providing compensation for damage, pollution and/or consumer losses as a result of consuming the goods and/or services produced or traded.
- (2) Compensation as referred to in paragraph (1) can be in the form of a refund or replacement of goods and/or services of the same or equivalent value, or health care and/or compensation in accordance with the provisions of the applicable laws and regulations.
- (3) Compensation is carried out within a period of 7 (seven) days after the date of the transaction.
- (4) The awarding of compensation as referred to in paragraph (1) and paragraph (2) does not eliminate the possibility of criminal prosecution based on further evidence regarding the existence of an element of error.
- (5) The provisions referred to in paragraphs (1) and (2) do not apply if the business actor can prove that the error is the fault of the consumer.

Based on Article 29 of the Consumer Protection Law, it states that the government is responsible for implementing consumer protection as follows:

- (1) The government is responsible for fostering the implementation of consumer protection which ensures that the rights of consumers and business actors are obtained and that the obligations of consumers and business actors are carried out as well as the implementation of the obligations of consumers and business actors.
- (2) Guidance by the government for the implementation of consumer protection as referred to in paragraph (1) is carried out by the Minister and/or related technical ministers.
- (3) The minister as referred to in paragraph (2) coordinates or organizes consumer protection.
- (4) Guidance on the implementation of consumer protection as referred to in paragraph (2) includes efforts to:

- a. the creation of a business climate and the growth of a healthy relationship between business actors and consumers;
 - b. the development of non-governmental consumer protection institutions;
 - c. improving the quality of human resources and increasing research and development activities in the field of consumer protection.
- (5) Further provisions regarding fostering the implementation of consumer protection shall be regulated by a Government Regulation.

Based on Article 30 of the Consumer Protection Law, it states that the government is responsible for supervising consumer protection as follows:

- (1) Supervision of the implementation of consumer protection and the application of statutory provisions is carried out by the government and non-governmental consumer protection organizations.
- (2) Supervision by the government as referred to in paragraph (1) is carried out by the relevant minister and/or technical minister.
- (3) Supervision by the public and non-governmental consumer protection institutions is carried out on goods and/or services circulating in the market.
- (4) If the results of the supervision as referred to in paragraph (3) turn out to deviate from the applicable laws and regulations and endanger consumers, the relevant minister and/or technical minister will take action in accordance with the applicable laws and regulations.
- (5) The results of supervision carried out by the community and non-governmental consumer protection institutions can be disseminated to the public and can be submitted to the Minister and technical ministers.
- (6) Provisions for the implementation of supervisory duties as referred to in paragraph (1), paragraph (2), and paragraph (3) are stipulated in a Government Regulation.

The definition of a consumer in UUPK is broad compared to 2 (two) other consumer protection bills, namely the first in the Consumer Protection Draft Law proposed by the Indonesian Consumers Foundation, which stipulates that

"Consumers are users of goods or services available in society, for the benefit of himself or his family or other people who are not to be re-trafficked."

The broad definition of consumers in the UUPK is appropriate to provide protection to consumers, and if you look at Article 45 of the UUPK which regulates claims for compensation from consumers to business actors, families, other people and other living things, cannot claim compensation because they do not include consumers, but the losses they experience can be grounds for holding claims for compensation.

Based on this, if legal entities, families and other people are given the right to demand compensation, the formulation of the definition of consumers should stipulate that "a consumer is any person/legal entity that obtains and/or uses goods/services originating from business actors and does not to trade." The word "derived from business actors" is mentioned in the formulation above, because the definition of consumers in UUPK is closely related to the problem of claims for compensation from consumers to business actors which are not covered in this law.

b. Home Order Letter

An agreement letter which is a standard agreement which determines the consumer as the buyer of a housing unit by including clauses that are detrimental to the consumer without writing down the authority to act from the signatory to the letter from the Developer.

Discussion

When someone wants to buy a house from a Developer either by cash, hard cash or in installments through a Home Ownership Loan (KPR), consumers are asked to follow the following steps:

a. Phase Pay Booking Fee.

When a consumer is interested in the house purchased, the consumer is required to pay a Booking Fee as a form of bond between the consumer and the Developer for one of the Units the consumer ordered. The amount of this Booking

Fee and reducing the Selling Price or not, this depends on the policy of the Developer because the amount and terms are different for each Developer and Proof of Payment of the Booking Fee to the Developer must also be requested because it is not given by itself and does not have any legal force.

b. Stage of the House Order Letter (SPR).

After you pay the Booking Fee, the Developer will make a House Order Letter which contains the Housing Name, Consumer Name, Type of Unit ordered, Unit Price, Amount of Down Payment (DP) paid, Mortgage Ceiling and other provisions contained therein which are signed by both parties.

If it is based on the provisions of Article 1320 of the Civil Code and the standard format of the agreement, it can be seen that the name of the person authorized to act and the basis for acting authority from the Developer, what is listed is the name of the company and the identity of the consumer. At the bottom it is signed by several people starting from the Sales, Sales Supervisor to the Marketing Director.

c. Down Payment (DP) Phase.

The minimum DP is between 10% and 30% for purchases made with mortgages or it could also be the amount determined separately by the Developer, even now there is housing with a 0% down payment. For purchases that use a down payment, the consumer will immediately send it to the developer's/developer's account and settle for a while at the bank, so that the Developer has interest income from the money that enters his account.

d. Mortgage Application Submission Stage.

Usually the Developer will help take care of submitting your mortgage to the Bank who has collaborated with the Developer after you have completed the Mortgage Files requested by the Bank, many Developers do not make it easy for consumers, instead they seem to make the consumer failed to get a mortgage so that

the company could resell it to third parties at a higher price and still get interest income from old consumers who were thwarted by the Developer.

The problem that arises here is legal protection from consumers who have been harmed by the Developer Company who have received a down payment and have settled for about 3-6 months and canceled it unilaterally to consumers on the grounds that the mortgage was not approved. What's more, the consumer must get a down payment discount of 15% of the total down payment that has been paid. Legally, the SPR agreement does not exist and does not have any rights at all for the Developer to deduct assets from the consumer, because the Developer himself has received interest income from the bank on the deposited money deposited by the consumer.

Legal Protection for Consumers According to the UUPK in the Letter of Selection of Units Against Burdensome Exoneration Clauses, in practice it is carried out in the form of a standard agreement containing clauses that limit the developer's responsibility (exoneration clause) for obligations that should have been determined and guaranteed by positive law. The standard agreement containing standard clauses is made by the Developer to protect their interests without considering the protection of consumer interests which should be protected and guaranteed.

The granting of freedom to parties by the Civil Code in determining the form and content of binding agreements between the parties through the principle of freedom of contract may not create an injustice that can cause harm to the consumer. The actions taken by the Developer violate Article 7 UUPK, namely:

The obligations of business actors are:

- a. good faith in carrying out its business activities;
- b. provide correct, clear and honest information regarding the condition and warranty of goods and/or services as well as provide an explanation of use, repair and maintenance;
- c. treat or serve consumers properly and honestly and not discriminatory;

- d. guarantee the quality of goods and/or services produced and/or traded based on the provisions of the applicable standards for the quality of goods and/or services;
- e. provide opportunities for consumers to test and/or try certain goods and/or services as well as provide guarantees and/or guarantees for goods made and/or traded;
- f. provide compensation, compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/or services;
- g. provide compensation, compensation and/or reimbursement if the goods and/or services received or used are not in accordance with the agreement.

The clauses made in the SPR agreement carried out by the Developer are in the form of standard standards which have violated the provisions of Article 18 UUPK, namely prohibiting standard clauses that must be used as a benchmark by the seller in making a standard agreement that will bind the parties. Standard clauses that are violated in the SPR by Developers, for example are:

1. If the consumer is late and/or fails to make the agreed payment, the consumer is required to pay a late fee of 0.25% for each day of delay calculated from the amount of money that must be received by the Developer.
2. If the consumer is late paying the Down Payment (DP) within 14 (fourteen) days of the BOOKING FEE and/or there is a cancellation from the BUYER PARTY for any reason, then this purchase becomes cancelled and the BUYER PARTY The BUYER is deemed to have waived his rights as stipulated in Article 1266 and Article 1267 of the Criminal Code (Civil), while the Developer is freed from any obligation to return anything, except if the KPR is not approved and there is a rejection letter from the BANK PARTY (minimum 3 Banks). then the Down Payment (DP) will be fully returned to the BUYER and the receipt (BF) that has been paid cannot be returned.
3. Advance Refunds (DP) caused by rejection letters from a minimum of 3 banks will be deducted by 10% VAT tax, 5% PPh, and subject to an administration fee of 15% of the money that has been received by the Developer.

4. After the SP3K has been issued from the bank and it turns out that there has been a reduction in the mortgage ceiling, the buyer is required to pay off the difference in the ceiling shortfall. And if they are not willing, then it is considered canceled unilaterally and the money that has been received by the developer is declared forfeited.
5. If the consumer is late in carrying out the payment of obligations according to what has been agreed within the timeframe 30 (thirty) calendar days, this purchase will be canceled automatically by setting aside the provisions of article 1266 and article 1267 of the Criminal Code (Civil) and the Developer is released from any obligation to return anything.
6. The payment schedule is not related to the progress of the house construction chosen by the Consumer.
7. If there is a unilateral cancellation from the Consumer for any reason, all payments received by the developer become the rights of the Developer.
8. Cancellation of Checks or Bilyet Giro is subject to an administration fee of Rp. 200,000 (two hundred thousand rupiah) per sheet.

In this clause there is an element of unilaterally imposing risk that is borne by consumers. The imposition of risks whose causes are not limited so that they cover all circumstances, including force majeure or overmacht that must be borne by the consumer is unfair because not all circumstances that can cause the cancellation of the buying and selling process are the responsibility of the consumer.

The Developer should not reduce the down payment that has been deposited by the consumer into the Developer's account because during the grace period for applying for consumer mortgages the money has settled in the Developer's account with legal consequences of obtaining income in the form of interest on the amount of money belonging to the consumer.

In Article 18 of the UUPK it has been clearly regulated regarding matters that may not be included. If the Developer still enforces an agreement whose contents contain clauses prohibited by Article 18 of the UUPK, then the clause is null and void by law. One of the clear violations committed in the SPR of one of the

Developers in point 3 above is "Refund of Down Payment (DP) which is due to a rejection letter from a minimum of 3 banks will be deducted with 10% VAT tax, 5% PPh, and subject to an administrative fee of 15% of the money that has gone into the Developer", the refund of the Consumer's funds should be the obligation of the Developer to be carried out without the slightest reduction in funds. Consumers here need legal protection with awareness from the Developer if the Developer continues to make deductions then it can be submitted to a court of law to obtain their rights, both money that has been deposited and immaterial losses from the consumer.

Violations committed by Developer companies can be prosecuted not only in the realm of Civil Law but also in the Criminal Law Realm according to what is stated in Article 19 of the UUPK, namely the provision of compensation as referred to in Article 19 paragraph (1) and paragraph (2) does not eliminate the possibility of a criminal charge based on further evidence regarding the existence of an element of error, which is clearly written as an intentional error by the Developer including the consumer's reduction of funds clause.

The legal principle of the agreement, the legal requirements for the agreement legally have been fulfilled by the signing of the SPR agreement, so that the *Pacta Sunt Servanda* principle applies to the parties, but the moral principle carried out by the Developer can be sued to obtain rights from consumers who have been violated.

Conclusion

Consumers, in this case home buyers from Developers who are still there, use the standard clause prohibited in Article 18 UUPK, namely reducing the assets of consumers, this is very detrimental to consumers, it takes courage from consumers who are harmed to submit returns both in court and outside court.

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