ACKNOWLEDGEMENT

Praise and gratitude to God Almighty for His blessing, grace and love to that the author can finish this thesis entitled "THE LEGALITY OF THE CONDITIONAL SALE AND PURCHASE AGREEMENT (PPJB) AND ITS IMPLICATION TO PROTECT THE INTERESTS OF PARTIES" as one of the requirements to obtain a Bachelor of Law Degree at Faculty of Law Universitas Pelita Harapan.

The preparation of this thesis will not be completed without the help and support of various parties, both directly or indirectly. Therefore, with all humility and respect, the author hereby would like to thank:

- 1. Prof. Dr. Bintan R. Saragih., S.H., as the Dean of Faculty of Law Universitas Pelita Harapan.
- 2. Dr. Velliana Tanaya, S.H., M.H., as the Director of Faculty of Law Universitas Pelita Harapan, who has helped the author so that he can keep studying at Universitas Pelita Harapan.
- 3. Dr. Vincensia Esti P. S., S.H., M. Hum., as Head of Faculty of Law Universitas Pelita Harapan.
- 4. Prof. Daryono, S.H., M.A., Ph.D, as author's Thesis Supervisor who has given the author his time, insights, guidance, patience and support throughout the process of writing this thesis. Thank you for the all the insights and helping me finished this thesis.

- 5. To all the lecturers and employees of the Faculty of Law Universitas Pelita Harapan, who have provided teaching and knowledge to the author during his study period, as well as to the secretariat staffs who have provided assistance in all administrative matters of the author.
- 6. Parents of the author, Adriaan Johannes Frits Waleleng, Yaya Waleleng and Krida Kiranawati, for supporting him financially, mentally and giving him patience these past few years in completing his studies and thesis.
- 7. To author's best friend since day 1, Karine Jacqueline, thank you for being there for me every of step of the way, been one hell of a journey with you, thank you for being a great best friend to me. Could not have done it without you.
- 8. Best friends of the author in Universitas Pelita Harapan, Michael Demetrius, Syah Seputra, Mawira Sudarmadi, Joy Budiana, Chika Tjaja, Alleta Raniya for always being there, helping in time of needs, supporting him every step of the way and coping up with his highs and lows throughout his studies and completion of this thesis.
- 9. To Brothers not by blood of the author, Reviansyah and Ibrahim Hanif for always being there for me, listening to all of my stories and the most important thing is for believing in me.
- 10. To My beloved krucils, especially to Shabrina Aprilia, Meinitya Azzahra, Firhan Hardian, Meita Rizki, Galih Nur Handayani, Jovanka Asyiah Gusman, Bang Adi, Characha Rosandi and Muhammad Isnaini for supporting me mentally and emotionally.

- 11. To my pisces twin, Joviana Henza for always supporting the author in everything he does.
- 12. Everyone else who is not mentioned specifically, for supporting him and helping the author out in his studies and the completion of his thesis.

The author is aware that this thesis is far from perfect and can be improved. Therefore, the author is open for constructive criticism and suggestions for the improvement of this thesis. Finally, with all humility, the author hopes that this thesis may be useful for us all, especially in the practice of legal development in Indonesia.



TABLE OF CONTENTS

COVER	i
FINAL ASSIGNMENT STATEMENT AND UPLOAD AGREEMENT	ii
THESIS ADVISOR APPROVAL	iii
EXAMINATION BOARD APPROVAL	iv
ABSTRACT	v
ACKNOWLEDGEMENT	vi
TABLE OF CONTENTS	ix
CHAPTER I INTRODUCTION	1
1.1 Background	1
1.2 Research Question	9
1.3 Research Purpose	9
1.4 Research Benefits	
1.4.1 Theoretical Benefits	
1.4.2 Practical Benefits	10
1.5 Framework of Writing	10
CHAPTER II LITERATURE REVIEW	13
2.1 Theoretical framework	13

2.1.1 Definition of Condominium (Rumah Susun)	13
2.1.2 The Procedure for obtaining Ownership Rights for a Condominium	
Unit	21
2.2 Agreement overview in Indonesia	24
2.2.1 Definition of Agreement	24
2.2.2 Terms of the validity of an Agreement	25
2.2.3 Elements of an Agreement	27
2.2.4. The main principles of an Agreement	28
2.2.5 The Understanding of Sale and Purchase	31
2.3 Conditional Sale and Purchase Agreement (PPJB) according to the la	ws
and regulation	32
2.3.1 Conditional Sale and Purchase Agreement based on Law Number 16	of
1985 32	
2.3.2 Conditional Sale and Purchase Agreement (PPJB) based on Law	
Number 20 of 2011	33
2.3.3 Conditional Sale and Purchase Agreement (PPJB) based on SK	
MENPERA No.11/SKPT/1994.	35
2.3.4 Conditional Sale and Purchase Agreement (PPJB) based on Regulation	on
of the Minister of Public Works and Public Housing of the Republic of	
Indonesia Number 11/PRT/M/2019	36
2.4 Conceptual Framework	37
CHAPTER III RESEARCH METHODS	30
VILLE III III IIIVILIIIVII IIIVIVII IIVIVII IIVIVII IIVIVII IIVIVII IIIVIVII IIVIVII IIVIVI IIVI IIVIVI IIVIVI IIVI	

3.1 Definition of Legal Research Method	39
3.2 Type of Research	39
3.3 Legal Material and Data Collection	41
3.4 Legal Research Approach	43
CHAPTER IV DISCUSSION AND ANALYSIS	45
4.1 The Legal Protection of the Conditional Sale and Purchase Agre	ement
(PPJB) to secure the interests of the parties	45
4.1.1 Types of Legal Protection	45
4.1 2 The power of the Conditional Sale and Purchase deed	50
4.1.3 Legal protection of the consumers against standard clauses	52
4.2 To what extent has the Regulation of the Minister of PUPR Num	ber 11
/ PRT / M / 2019 concerning the Preliminary Agreement on the Sa	le and
Purchase of Houses covered relevant issues related to the PPJB	56
4.2.1 The new provisions stipulated in PUPR 11/2019	56
4.2.2 Factors that have caused unfairness for Consumers	65
4.2.3 What are the new challenges from this new regulation	68
4.2.4 Sale and Purchase Agreement in Singapore	73
CHAPTER V CONCLUSION AND RECOMMENDATION	81
5.1 Conclusion	81
5.2 Recommendation	84

