

# Meikarta's Delay Dilemma: A Legal Study on Apartment Handover and Consumer Harm

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## Abstract

This article will discuss 'Legal Analysis of the Delay in Handover of Meikarta Apartment Units: Implications for Consumer Protection.' This research uses a qualitative research method that is descriptive in nature with a normative juridical approach. The results of this research indicate that the root cause of the delay in the handover of Meikarta apartment units lies in the developer's non-compliance with the administrative requirements before marketing the units through the pre-project selling system. The incompleteness of building permits, the unresolved status of land rights, and the unmet environmental impact analysis documents are the main factors causing delays in construction. According to applicable regulations, as long as these permits have not been obtained in full, the developer should not be allowed to enter into a Sale and Purchase Binding Agreement (PPJB) with prospective consumers. Therefore, based on the actions taken by the developer, the

Meikarta apartment developer is entitled to be responsible as a form of legal protection for consumers.

## Keywords

*Apartment; Developer; Consumer; Protection; Delay.*

## A. Introduction

The Meikarta apartment development project is part of a large-scale independent city project developed by PT Lippo Karawaci Tbk through its subsidiary, PT Mahkota Sentosa Utama (MSU), which is also part of PT Lippo Cikarang Tbk (LPCK). The project site is located in the South Cikarang area, Bekasi Regency, West Java Province. The Meikarta project was officially introduced to the public in May 2017 and officially launched on August 17, 2017 [<sup>1</sup>]. However, the project planning had already started since 2014, and physical construction activities began in January 2016. Meikarta is designed as a modern residential area that embraces the concept of a planned and independent city, complete with supporting facilities to support the urban lifestyle of today's society.

One of the main components of this project is the construction of multi-story apartment buildings, which are the main focus of the area's development. The apartments in Meikarta are designed to address the housing needs of the lower-middle-income community who desire strategic housing at a more affordable price, yet still with modern quality and facilities. Geographically, the Meikarta project has a prime location advantage as it is situated near major transportation infrastructure such as the Jakarta-Cikampek Toll Road and the Jakarta-Bandung High-Speed Railway. This high accessibility is an attraction for prospective apartment tenants, especially those working in the Jabodetabek area but wanting a quieter residence on the outskirts of the city. In its development, the Meikarta apartment project is supported by collaboration with several renowned investors from various countries, including Japan, Taiwan, Hong Kong, Singapore, and Qatar.

This international collaboration shows that the Meikarta project holds significant strategic value and economic potential in the eyes of

global investors. The total investment value poured into this project reaches approximately Rp278 trillion, making it one of the largest property projects in Indonesia at the time. The construction of Meikarta apartments includes various unit types, ranging from studio units to units with several bedrooms, designed to meet the needs of various community segments. Furthermore, these apartments are designed to integrate with various other public facilities such as shopping centers (malls), office buildings, hospitals, hotels, and green open spaces, aiming to create a comfortable living environment and support modern urban lifestyles. With the vision of being a future housing solution for urban communities, Meikarta apartments are expected to be an answer to the problems of land limitations and high housing demand in metropolitan areas.<sup>1</sup>

However, in its implementation, this project also faced various challenges, including issues of construction delays and the handover of apartment units to consumers, which then became public and government attention from the perspective of consumer legal protection. Based on the initial plan from the developer, the Meikarta apartment project was designed to include the construction of up to 250 apartment towers or towers. These apartment units began to be marketed to consumers through the pre-project selling scheme or installment system. This means that sales were conducted when the units were not yet finished being built and even mostly still in the planning or visualization stage in the form of drawings and design concepts. This strategy is commonly used in the property business to obtain initial capital for construction from the proceeds of unit sales to consumers, with the promise that the units will be completed within a certain period.<sup>2</sup>

In this regard, the Meikarta developer gave a commitment to the public that the construction process of all apartment units would be completed within the period between 2019 and 2022. After the

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<sup>1</sup> Margareth Trisya Adefinola Naru Patrick Winson Salim, Clayment Claudio Jap, "Pemenuhan Hak Konsumen Dalam Sengketa Perdata Lahan Meikarta," *Jurnal Cahaya Mandalika*, 2020, 137–47.

<sup>2</sup> Danish Ferdie Therik and Elfrida Ratnawati Gultom, "Perlindungan Pembeli Apartemen Pre Project Selling," *Binamulia Hukum* 12, no. 2 (2024): 403–16.

construction process was completed, the units were promised to be handed over gradually to buyers according to the order of purchase and the initial agreement. However, over time, the implementation of the Meikarta apartment construction turned out not to proceed as planned. The construction progress of the project experienced various serious obstacles that caused delays and even halted parts of the construction. The mismatch between plans and reality had a significant impact on the unit handover process to consumers. By the end of December 2022, of the total of approximately 130,000 apartment units that had been successfully sold to the public by the developer, only about 1,800 units had actually been handed over to buyers. This figure shows that only about 1.3% of the total units sold had been successfully handed over, while the rest still had unclear physical status. This fact shows that the Meikarta developer failed to fulfill the promise of unit handover to the majority of buyers, most of whom had fulfilled their obligation to pay in full or in installments through credit schemes.<sup>3</sup>

The situation became more complicated for consumers who purchased units using credit facilities from banks. Although the apartment units had not yet been received, buyers were still burdened with the obligation to pay monthly installments to the bank according to the credit agreement. This certainly creates additional financial pressure, especially since the unit being paid for cannot yet be utilized or occupied by the consumer. This condition is very detrimental to consumers who have placed trust in the developer and hoped to receive housing according to the promised time. As a result of the delays that occurred, at least 130 Meikarta buyers publicly declared having suffered losses totaling approximately Rp30 billion. This loss includes the amount of funds that have been deposited with the Meikarta developer, either through direct payment or bank installments. This amount has the potential to increase because there are still approximately 300 to 400 other buyers who have not completed official documents or reports regarding their losses. Therefore, the total amount of losses borne by consumers as a result of the delay in unit handover can be far greater than the initial revealed figure. This condition shows that the problems in the construction of Meikarta apartments are not merely technical

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<sup>3</sup> *Ibid.*

project issues, but also touch on deeper aspects, namely consumer protection and the legal responsibility of the developer. The prolonged uncertainty in the unit handover process and the material losses suffered by buyers are crucial issues that need serious attention from various parties, both the government, the developer, and consumer protection agencies.<sup>4</sup>

This also reflects the existence of gaps in the regulations or implementation of the pre-project selling system, where consumers are asked to make payments for units that have not even been completed, without strong legal certainty guarantees regarding the time and conditions of handover. Based on these problems, the author is interested in conducting a more in-depth study of the factors causing the delay in the handover of Meikarta apartment units using the pre-project selling system, as well as analyzing the form of legal responsibility of developers as an effort to protect consumers legally, reviewed based on applicable laws and regulations. The purpose of this research is to comprehensively determine the causes of delays in the process of handing over Meikarta apartment units using the pre-project selling system, and to examine and evaluate the extent to which developers fulfill their legal obligations in protecting consumer rights, as regulated in applicable laws and regulations, particularly those related to property sales transactions in the pre-project selling system.<sup>5</sup>

The research method used in this study is descriptive with a normative juridical approach referring to the principles and legal norms contained in laws and regulations. Secondary legal materials use research results such as relevant scientific journals, books, trusted internet sites related to "Legal Analysis of the Delay in Handover of Meikarta Apartment Units: Implications for Consumer Protection". The data analysis technique used in this research is qualitative data analysis by sorting data managed systematically with drawing conclusions through inductive methods aiming to produce specific to general conclusions regarding the issues studied.

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<sup>4</sup> Zainal Muttaqin Fauzan Aziman Alhamidy, Isis Ikhwansyah, "Perlindungan Hukum Konsumen Akibat Pencabutan Izin Mendirikan Bangunan Apartemen (Studi Kasus Di Kota Bandung)," *Recital Review* 2507, no. February (2020): 1–9.

<sup>5</sup> *Ibid.*

## **B. Factors Causing Delays in the Handover of Meikarta Apartment Units based on the Pre-Project Selling System**

According to Article 1 of Law Number 20 of 2011 concerning Apartments (UURS), an apartment is a multi-story building constructed within an environment and divided into functional units both horizontally and vertically. Each of these units can be owned and used separately by individuals, and is equipped with common parts, common objects, and common land which become the common right of unit owners. This concept is directly relevant to the Meikarta apartment project which can be categorized as an apartment unit standing on common land and having common parts such as lobbies, elevators, parking, and other public facilities. The construction project of Meikarta apartments was initially met with high enthusiasm from the community, especially because its concept promised modern and affordable housing in the strategic Cikarang area.

With a target completion between 2019 and 2022, the developer marketed units in the form of pre-project selling or installment, where consumers made purchases even though the units were not yet finished being built. Pre-project selling is a form of preliminary agreement between sellers and buyers in property transactions, where the agreement object is not physically available yet, but still in the form of designs or visual concepts. The main purpose is to measure market response to the planned property products, so that developers can find out public interest before starting physical construction. This marketing strategy is chosen because it provides economic benefits for both parties. For developers, the pre-project selling system allows for quick and cheap initial capital acquisition, while simultaneously providing certainty that the project to be built has a clear market. Meanwhile, for consumers, this scheme provides an opportunity to obtain property units at a relatively lower price because payment is made partly in advance, even before the unit is built. In other words, the pre-project selling system becomes an effective instrument for developers to collect capital from buyers to finance the construction process, through the mechanism of a preliminary sale and purchase

agreement or also known as a Sale and Purchase Binding Agreement (PPJB).<sup>6</sup>

Through this agreement, developers obtain direct construction funds from consumers, while consumers get guarantees or certainty to own housing in the future, even with limited funds. However, the implementation of the pre-project selling system in apartment construction often faces serious problems, one of which is the delay in project completion by developers. In many cases, developers are unable to meet the promised construction schedule, which then impacts the delay in handing over units to buyers. Based on this, in line with the provisions set forth in Article 28 of the Apartment Law, every apartment construction actor is required to fulfill a number of administrative requirements before starting the construction project. These administrative requirements consist of two main things that are very crucial, namely:<sup>7</sup>

1. Certainty of Land Rights Status

Before apartment construction can be carried out, developers must have certainty regarding the legal status of the land that will be used for construction. This aims to ensure that the land is legally valid and can be used for construction purposes according to applicable regulations.

2. Acquisition of Building Permit (IMB)

After obtaining certainty of land rights status, developers are also required to obtain a Building Permit (IMB) from the competent authority, namely the local government. This IMB becomes a valid requirement to start constructing apartments or apartments.

After these two requirements are fulfilled, the developer can continue the construction process by following the predetermined function and space utilization plan. In accordance with Article 29 paragraph (1) of the Apartment Law, apartment construction must be

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<sup>6</sup> Waluyo Christian Yogi Setyawan, "KAJIAN YURIDIS UPAYA HUKUM BAGI KONSUMEN ATAS PEMBELIAN UNIT APARTEMEN YANG TIDAK MENJALANKAN PRESTASINYA (Studi Kasus PPJB PT. Mahkota Semesta Utama Di Bekasi)," *Kabilah: Journal of Social Community* 9, no. 14 (2024): 567–77.

<sup>7</sup> *Ibid.*

carried out in accordance with the predetermined plan regarding its function and utilization. In paragraph (2) of the same article, it is emphasized that this plan must obtain approval or permits from the regent or mayor. In this case, the delay in handing over Meikarta apartment units is a direct impact of incomplete permits and land acquisition that must be resolved by the developer.<sup>8</sup> One of the main factors causing the delay is due to incompleteness in fulfilling the administrative requirements which are conditions for starting the construction project. The following are the factors causing the delay in handing over Meikarta apartment units:

1. Based on the Bekasi Regency Spatial Plan Regulation (RTRW), the construction permits that can actually be issued only cover land of approximately  $\pm 84.6$  hectares or about 846,356 square meters. Meanwhile, the initial development plan covers land of 500 hectares. In this case, the Bekasi Regency Government limits the permit area in accordance with the provisions of Bekasi Regency Regional Regulation Number 12 of 2011 concerning the Bekasi Regency Spatial Plan Regulation (RTRW). However, when the permitting process was not yet fully completed, the marketing activities for the Meikarta apartment project had already begun since August 17, 2017. This should not have been allowed to conduct marketing activities if all administrative requirements had not been fully fulfilled.
2. The developer has not yet obtained a complete Building Permit (IMB) for all units to be built. At the beginning of the project, only 24 out of 53 towers had IMB, while the others were still in the completion process. Without a complete IMB, the developer cannot legally continue construction, which in turn hinders the handover of units to consumers.
3. The developer has not yet completed the required environmental impact analysis documents as one of the important prerequisites before continuing construction. Most of the environmental-related requirements were only fulfilled after going through negotiations

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<sup>8</sup> Panca Basuki Rahmat, Hanif Nur Widhiyanti, and Erna Anggraini, "Akibat Hukum Jual Beli Apartemen Sistem Pre-Project Selling Yang Tidak Dibuat Dalam Akta Notaris," *Jurnal Suara Hukum* 4, no. 2 (2023): 379–407.



between the Bekasi Regency Government and the developer. This adds to the delay in the construction process of Meikarta apartments.

4. Land Limitations Involved in the Project\*\*, the development of the Meikarta apartment project includes areas that are not fully owned by the developer. As much as almost 30% of the land planned for development is still in the form of slums and rice fields, the ownership status of which has not been fully resolved. This also adds to the risk of uncertainty in construction and delays in handing over apartment units to consumers.

The actions taken by the developer by still implementing marketing and sales activities for Meikarta apartment units through the pre-project selling scheme, even though all permits have not been completed as required by laws and regulations, can be categorized as an administrative violation. In this case, the developer has not fulfilled the main administrative obligations, such as certainty of land rights status and ownership of Building Permits (IMB), which are absolute requirements in implementing apartment construction. According to applicable provisions, as long as these permits have not been fully obtained, the developer should not be allowed to make Sale and Purchase Binding Agreements (PPJB) with prospective consumers. PPJB, as a form of preliminary agreement in the property sales process, can only be implemented if all legal aspects of the project have been formally fulfilled, including land legality, environmental permits, and IMB as the legal basis for physical construction.<sup>9</sup>

Although the pre-project selling system is often utilized by business actors to accelerate the acquisition of fresh funds to support project continuity, in practice, this system creates quite a large potential risk for consumers. Consumers who have made payments or signed PPJB at the early stage of construction will face uncertainty if it turns out that construction is delayed due to incomplete permits that should have been resolved first by the developer. In this situation, consumers are in a disadvantaged position because they have to wait for an

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<sup>9</sup> Ayu Husna Nanda and Sulastris, "Pertanggungjawaban PT Mahkota Sentosa Utama Akibat Wanprestasi Dalam Jual Beli Apartemen Melalui Sistem Pre-Project Selling," *Jurnal Interpretasi Hukum* 4, no. 3 (2023): 653–62.

uncertain period to receive rights to the apartment units they have purchased, while the developer's legal responsibility cannot be fully enforced because the basis of the agreement made does not fully meet legal requirements. Therefore, although this scheme appears beneficial for developers from a business perspective, in reality, the pre-project selling system without complete permits actually increases the potential for disputes, legal uncertainty, and losses experienced by consumers.<sup>10</sup>

### C. Developer's Legal Responsibility as a Form of Consumer Legal Protection Based on Applicable Laws and Regulations

The development of the property industry in Indonesia has experienced rapid growth along with the increasing housing needs of the community, especially in urban areas. One form of housing that is increasingly in demand is apartments, which offer space efficiency and facilities that support modern lifestyles. In the practice of marketing and sales, many developers use the pre-project selling scheme, which is selling apartment units to consumers even though the physical construction has not been fully started. Although this scheme is permitted in laws and regulations, there are still limitations and administrative requirements that must be fulfilled by developers so as not to harm consumers. Consumers as the weaker party in property sales legal relationships are very vulnerable to experiencing losses if developers do not properly fulfill their legal obligations. Therefore, the legal protection system for consumers becomes very important to enforce. This legal protection is realized through regulations on the legal responsibility of developers, both in Law Number 20 of 2011 concerning Apartments, Law Number 8 of 1999 concerning Consumer Protection, and the implementing provisions in relevant ministerial regulations and regional regulations.<sup>11</sup>

In the practice of the sale and purchase agreement for Meikarta apartment units, the developer, in this case PT Mahkota Sentosa

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<sup>10</sup> *Ibid.*

<sup>11</sup> Meliana Meliana, Joni Emirzon, and Firman Muntaqo, "Perlindungan Hukum Developer Dan Konsumen Rumah Susun Dalam Perjanjian Dengan Sistem Pre Project Selling Di Indonesia," *Lex Lata* 3, no. 1 (2022): 87–103.

Utama, did not fulfill the commitment to hand over the units on time as promised to consumers. The unit handover which should have been carried out in mid-2019 to 2020 experienced delays, with the reason being a grace period of 6 to 18 months. However, the provisions regarding this grace period are not explicitly stated in the sales agreement that has been mutually agreed upon. In fact, even though the grace period has ended, the majority of units have not been completed, some have not even started the construction process. This condition creates uncertainty and is detrimental to consumers who have made payments. This situation reflects the suboptimal implementation of the developer's legal responsibility in fulfilling obligations that have been regulated in various laws and regulations, including:

1. Law Number 20 of 2011 concerning Apartments, which in Article 28 states that construction actors must fulfill administrative requirements in the form of land rights status and building permits (IMB) before implementing construction.
2. Article 29 Paragraph (1) and (2) of the Apartment Law regulates that apartment construction must be in accordance with the function and utilization plan, which must first obtain permits from the regent or mayor.
3. Law Number 8 of 1999 concerning Consumer Protection, which guarantees consumers' rights to obtain correct, clear, and honest information about the condition and guarantee of goods/services.
4. Minister of Public Works and Housing Regulation Number 16 of 2021 concerning the Implementation of Preliminary Sale and Purchase Agreements (PPJB), which sets administrative requirements before developers can offer and sell apartment units.

Therefore, in the case of delays or failures in the handover of Meikarta apartment units, the form of the developer's legal responsibility as consumer legal protection based on applicable laws and regulations can be carried out as follows:<sup>12</sup>

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<sup>12</sup> Rasji Evelyn Millechen, "Tanggung Jawab Hukum Pengembang Properti Yang Dinyatakan Pailit Terhadap Pemenuhan Kewajiban Kepada Konsumen Ditinjau Dari Teori Kepastian Hukum," *UNES Law Review* 6, no. 4 (2024): 10700–710.

1. **Responsibility Based on the Consumer Protection Law (UUPK)**  
According to the provisions of Article 4 of Law Number 8 of 1999 concerning Consumer Protection, every consumer has the right to comfort, safety, and security in consuming goods or services. Developers as business actors have legal obligations to fulfill the promises stated in the agreement, both regarding building quality, facilities, and handover time. If developers fail to meet these provisions, consumers have the right to compensation, replacement, and/or proportional compensation for the losses suffered.
2. **Responsibility Based on Government Regulation Number 12 of 2021**  
In accordance with the provisions of PP No. 12 of 2021 concerning the Implementation of Housing and Settlement Areas, developers are required to complete construction on time and hand over units to consumers in accordance with the specifications and schedule stated in the agreement. In the event of a handover delay, developers can be asked to return payments or provide compensation in accordance with applicable provisions. In addition, developers are also required to provide implementation guarantees (for example, bank guarantees or insurance) to provide legal certainty for consumers in the event of risks such as failed handovers.
3. **Legal Consequences of Delays**  
Developers are legally responsible for completing the construction project and handing over units to consumers in accordance with the agreement. If developers are negligent or unable to fulfill these obligations, they can be subject to a number of sanctions, including:
  - a. Compensation or compensation to consumers for losses incurred;
  - b. Administrative sanctions, including reprimands, fines, license freezes, or license revocations by the competent authorities;
  - c. Potential civil lawsuits by consumers or groups of consumers who have been harmed.

Legal protection for consumers in transactions for purchasing Meikarta apartment units, especially through the pre-project selling

scheme, includes various important aspects. One of these is information transparency, where consumers have the right to clear and open explanations regarding the project's permit status, construction progress, and estimated unit handover time as promised in the agreement. In addition, consumers also have the right to quality guarantees, namely obtaining residential units in accordance with specifications, building quality, and supporting facilities as promoted by the developer.<sup>13</sup>

If there is a delay or failure in the handover of units, consumers have the right to demand compensation or compensation in accordance with the provisions in the agreement and based on applicable law. To guarantee these consumer rights, support from various parties is needed. The government has an important role in increasing supervision over the implementation of property projects, especially those marketed before construction is completed (pre-project selling). On the other hand, notaries also have legal responsibility to ensure that all documents and administrative requirements have been fulfilled before making a Sale and Purchase Binding Agreement (PPJB) deed.<sup>14</sup> Consumers also need to be equipped with legal education so as not to rush to sign PPJB before ensuring the legality and completeness of project permits. As a form of protection for consumers, an easy-to-access and responsive complaint mechanism is also needed, so that consumers who experience losses due to developer negligence can convey their complaints and obtain fair and timely resolution.<sup>15</sup>

## **D. Conclusion**

The construction project of Meikarta apartments is part of a large-scale independent city project developed by PT Lippo Karawaci Tbk through its subsidiary, PT Mahkota Sentosa Utama (MSU), which is also part of PT Lippo Cikarang Tbk (LPCK). The project site is

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<sup>13</sup> Fauzan Aziman Alhamidy, Isis Ikhwanasyah, "Perlindungan Hukum Konsumen Akibat Pencabutan Izin Mendirikan Bangunan Apartemen (Studi Kasus Di Kota Bandung)."

<sup>14</sup> Budiarjo Auta, "Bentuk Penyuluhan Hukum Notaris Terhadap Jual Beli Apartemen Sebagai Wujud Perlindungan Konsumen," *Jurnal Officium Notarium* 2, no. 3 (2022): 449–56.

<sup>15</sup> Fauzan, *Ibid.*

located in the South Cikarang area, Bekasi Regency, West Java Province. Based on the results of the legal analysis of the delay in the handover of Meikarta apartment units, it can be concluded that the root of the problem lies in the developer's non-compliance with administrative requirements before marketing units through the pre-project selling system. The incompleteness of building permits, unresolved land rights status, and unfulfilled environmental impact analysis documents are the main factors causing construction delays. The developer's actions in still marketing and selling units before all permits are fulfilled constitute a violation of the provisions of the Apartment Law and the Minister of Public Works and Housing Regulation regarding the implementation of PPJB. As a result, consumers experience financial losses and do not obtain legal certainty regarding their ownership rights, which contradicts the principles of consumer protection as regulated in Law Number 8 of 1999.

Therefore, in this case, the government is expected to tighten supervision and law enforcement regarding the implementation of the pre-project selling system by ensuring that all permits are fulfilled before developers are allowed to sell units. In addition, consumers need to be empowered through legal education to be more careful in signing sales agreements, and should involve independent notaries who guarantee the legality of all documents. Developers must also be fully responsible for the delay in handover and are obliged to provide compensation to consumers in accordance with the law. In the future, a reformulation of regulations that are more firm and transparent is needed so that similar cases do not occur again and consumer rights can be protected to the maximum.

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