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Serviced Residential Plots in Vietnam and Indonesia: A Functional Comparison of Market-Access Gates

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Abstract

Developers in Vietnam and Indonesia offer serviced plots before houses exist, so the law must decide when such a plot may enter the consumer market and who bears the risk until a house is built. Vietnam treats land-use rights with technical infrastructure as a tradable object, released only after title, location, infrastructure, disclosure and administrative verification are satisfied. Indonesia defines the *kaveling tanah matang* (mature, ready-to-build plot) within the planning structure of the Kasiba and Lisiba (ready-to-build areas and environments) and prohibits a Lisiba builder from selling plots without houses, subject to a narrow low-income exception. Using doctrinal and functional comparative analysis

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across eleven variables, drawn from the market-entry conditions, controls and consequences in the two statutes rather than from theory, this article argues that each system exhibits a product–gate mismatch in opposite forms: the gate controlling market entry is not calibrated to the product sold. Vietnam verifies market entry rigorously but regulates pre-registration payments and post-transfer build-out far less precisely, and its pathway has contracted through administrative reorganisation and urban reclassification without amendment of the Law on Real Estate Business. Indonesia steers sales towards houses, keeping completion with the developer, but its prohibition depends for its addressee on a structure whose implementing regulation was revoked in 2016 and survives only by conditional transition. Its only further permission sits in an elucidation that drafting law bars from carrying a norm, a defect sharpened by the tenfold increase in the corporate fine in 2026. The article proposes a tiered model that matches market access, payment safeguards and enforceable completion duties to the product actually sold, supported by verified title and infrastructure and by public eligibility records. For Indonesia, it argues that the permission and the addressee of the prohibition should be stated in the body of the statute.

Keywords

Serviced Land Plots; Kaveling Tanah Matang; Market-Access Regulation; Buyer Protection; Vietnam and Indonesia.

A. Introduction

Residential development law must decide when a developer may convert a planned project into marketable private claims. The question is sharpest when the product offered is not a completed house but a serviced parcel on which the buyer is expected to build. Early plot sales mobilise capital and spread construction over time; the same mechanism shifts title, infrastructure, planning and completion risk onto households poorly placed to evaluate it. The legal question is when a planned parcel becomes lawful, serviced, transparent and governable enough to enter the consumer market.

Vietnam and Indonesia are useful comparators. Both are large Southeast Asian emerging markets in which the state actively structures land allocation and urban development, and neither organises land transactions through a freehold model. Vietnam's Constitution and Land Law place land under ownership by the entire people, represented and uniformly managed by the State, while private actors hold legally protected land-use rights.[1] Indonesia's Basic Agrarian Law begins from the State's right of control and recognises a differentiated menu of land rights, each carrying a social function and its own holder, duration and use rules.[2] In both systems the commercially valuable claim is constructed through public law as much as through contract.

Structural resemblance must not obscure doctrinal difference. Vietnamese land-use rights are marketable rights inside an entire-people ownership framework, a configuration whose tensions Phan and Spitzer have examined,[3] and Kaneko cautions that land-law categories in Asian jurisdictions cannot be read as neutral transplants detached from their historical setting.[4] Indonesia's *kaveling tanah matang* (literally "mature plot", a plot prepared for building a house) is not a title category at all. It is a housing-law description of a plot prepared for a house, located within a hierarchy of development areas and tied to spatial and building plans; the underlying title may be *hak milik* (right of ownership), *hak guna*

[1] Vietnam, Constitution of the Socialist Republic of Vietnam (2013), art. 53; Vietnam, Land Law No. 31/2024/QH15, art. 12.

[2] Indonesia, Law No. 5 of 1960 concerning Basic Agrarian Principles, arts. 2, 6, 16, 20, and 35, https://peraturan.bpk.go.id/Details/51310/uu-no-5-tahun-1960 (hereafter Basic Agrarian Law); Indonesia, Government Regulation No. 18 of 2021 concerning Management Rights, Land Rights, Apartment Units, and Land Registration, arts. 34–48 and 49–63, https://jdih.pkp.go.id/produk-hukum/pp-18-2021.

[3] Phan Trung Hien and Hugh D. Spitzer, "Vietnam's 'Entire People Ownership' of Land: Theory and Practice," *University of Pennsylvania Asian Law Review* 19 (2023): 1–26, https://doi.org/10.58112/alr.19-1.1.

[4] Yuka Kaneko, "Land-Law Reforms in Vietnam and Myanmar: 'Legal Transplant' Viewed from Asian Recipients," *Asian Journal of Law and Society* 8, no. 2 (2021): 402–28, https://doi.org/10.1017/als.2020.45.

bangunan (right to build), *hak pakai* (right of use) or another permitted right.[5]

In Vietnam the statutory expression *quyền sử dụng đất đã có hạ tầng kỹ thuật*, land-use rights with technical infrastructure, covers the business form commonly called *phân lô bán nền*, subdivision and sale of plots for individual self-construction. In Indonesia, developers and buyers confront Article 146 of Law No. 1 of 2011, which forbids a legal entity that builds a Lisiba from selling *kaveling tanah matang* without houses.[6] A Lisiba (*Lingkungan Siap Bangun*, a "ready-to-build environment") is a serviced residential precinct with defined plot boundaries; it forms part of a Kasiba (*Kawasan Siap Bangun*, a "ready-to-build area") designated in the detailed spatial plan.

Existing scholarship answers narrower questions. One strand examines the nature of the marketable claim. A second examines the validity of the transaction: Kusuma treats a plot-sale agreement concluded against Article 146 as void by operation of law, and Widharetno and Saleh show that local prohibitions on individual plot subdivision are often justified by conflating that practice with the Lisiba prohibition.[7] A third examines the pre-completion sales process: Yetmiaty tests the preliminary-sale prerequisites of Government

[5] Indonesia, Law No. 1 of 2011 concerning Housing and Settlement Areas, art. 1(15)–(17), https://peraturan.bpk.go.id/Details/39128/uu-no-1-tahun-2011. Indonesian and Vietnamese terms are retained where an English expression would suggest a false equivalence.

[6] Vietnam, Law on Real Estate Business No. 29/2023/QH15, as consolidated in Consolidated Document No. 06/VBHN-VPQH of 21 February 2025, art. 28(1)(a), https://congbao.chinhphu.vn/van-ban/van-ban-hop-nhat-so-06-vbhn-vpqh-44399.htm (hereafter Vietnam Real Estate Business Law); Indonesia, Law No. 1 of 2011, art. 146(1). The consolidated document reflects the amendments made by Law No. 43/2024/QH15 and Law No. 47/2024/QH15; the provisions relied on here were not altered by Law No. 143/2025/QH15.

[7] Eric Indra Kusuma, "Keabsahan Perjanjian Jual Beli Kavling Tanah oleh Pengembang Berdasarkan Undang-Undang Republik Indonesia Nomor 1 Tahun 2011 tentang Perumahan dan Kawasan Permukiman," *Jurnal Hukum dan Kenotariatan* 6, no. 2 (2022): 973–89, https://doi.org/10.33474/hukeno.v6i2.16464; Anjar Widharetno and Moh Saleh, "Ketentuan Pemecahan Tanah Kavling Perorangan dan Penjualan Tanah Kavling Perorangan di Kabupaten Jombang," *Jurnal Hukum Magnum Opus* 5, no. 2 (2022): 184–95, https://doi.org/10.30996/jhmo.v5i2.6904.

Regulation No. 12 of 2021 against pre-project-selling practice, while Doan, Doan and Luu expose a structural conflict of interest in Vietnam's bank guarantee for off-plan housing.[8] A fourth compares Vietnam with a single foreign model, as Do and colleagues do for Dubai.[9] None supplies a criterion by which the two systems can be measured against each other: the validity and pre-sale studies reason from Indonesia's Kasiba–Lisiba and preliminary-agreement categories, the guarantee and Dubai studies from Vietnam's off-plan housing and land-use-right categories, and each treats those categories as given.

The state of the art is therefore a set of single-system studies, each precise within its own categories, and the gap is correspondingly specific. In the English-language literature and in the Vietnamese and Indonesian scholarship surveyed for this article, no study separates the three questions that a serviced-plot sale raises, namely what right is sold, whether the parcel is physically ready and whether the seller may lawfully offer it, and then measures both systems against that separation. The article makes three contributions. It supplies such a criterion and applies it variable by variable to Vietnam and Indonesia. It identifies defects that the existing studies do not address: the contraction of Vietnam's pathway by administrative reorganisation and urban reclassification without amendment of the statute and, in Indonesia, the uncertain addressee of the prohibition and the placing of its only further permission in an elucidation, both made more consequential by the 2026 penalty increase. And it proposes a tiered model that ties market access, payment safeguards and completion duties to the product actually sold.

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[8] Yetmiaty, "Analysis of Government Regulation Number 12 of 2021 Regarding PPJB Requirements for Implementation in Indonesian Property Companies," *Journal of Humanities and Social Studies* 8, no. 2 (2024): 348–51, https://doi.org/10.33751/jhss.v8i2.9120; Hai Thanh Doan, Diep Thi Phuong Doan, and Sang Minh Luu, "When a Backer Is an Expropriator: Pitfalls in the Consumer Protection Mechanism for Off-Plan Building Sales in Vietnamese Law," *Journal of Property, Planning and Environmental Law* 14, no. 1 (2022): 11–24, https://doi.org/10.1108/JPPEL-01-2022-0005.

[9] Quyen Hong Do et al., "Off-Plan Property Sales: A Comparison Study of Vietnam's and Dubai (UAE)'s Legal Framework," *European Journal of Social Sciences Studies* 10, no. 6 (2025), https://doi.org/10.46827/ejsss.v10i6.1929.

The article addresses three questions. How do the two systems construct the legal object, the readiness threshold and the market-access gate for serviced residential plots? Which risks are allocated to developer, buyer and administration before and after the transaction? And what reciprocal lessons can be drawn without assuming that one country's category may be transplanted into the other? It argues that Vietnam operates a model of conditional plot transfer and Indonesia a housing-oriented restriction supplemented by controlled pre-construction contracting, and that both exhibit a product–gate mismatch, in which the legal gate that controls market entry is not calibrated to the product actually sold, though in opposite forms. Vietnam expressly authorises the transfer of a completed serviced land-use right, yet regulates the pre-registration payment interval and post-transfer build-out less precisely than it regulates market eligibility. Indonesia prioritises the delivery of housing, yet attaches its plot-sale prohibition to the Kasiba–Lisiba structure rather than to the functional act of commercialising serviced residential plots. A third defect is of a different order: outside the low-income exception, the only text stating when a sale is permitted is an elucidation, which drafting law bars from carrying a norm.

Two analytical devices carry the argument. The first separates three matters that are routinely collapsed: the underlying land right, the physical readiness of the parcel and the legal permission to commercialise it. They belong to different planes. The state of the infrastructure is an external condition that activates the power to transfer; it is not a component of the bundle of rights. The second sets out the positions the buyer actually acquires: the land-use right, rights in the infrastructure works, rights of access and connection, and personal claims against the developer. Read together, they show why clearing every gate is not the end of the inquiry. A buyer may pass each gate and still hold a bundle whose infrastructure and completion elements rest on personal claims alone.

Table 1 glosses the local terms used throughout. Indonesian and Vietnamese terms are retained where an English expression would suggest a false equivalence, and each is translated on first use.

Table 1. Glossary of local terms

Term	System	English translation	Meaning in this article
quyền sử dụng đất đã có hạ tầng kỹ thuật	Vietnam	land-use rights with technical infrastructure	The statutory object transferred to individuals for self-construction (REB Law, arts. 28–34)
phân lô bán nền	Vietnam	plot subdivision and sale (literally "dividing into lots, selling plots")	Market term for subdividing a project and selling serviced plots to individuals who build their own houses; legally, the transfer of land-use rights with technical infrastructure (REB Law, art. 31)
Giấy chứng nhận	Vietnam	certificate	Certificate of land-use rights and ownership of land-attached assets; the title document required before transfer (REB Law, art. 31(2))
quận	Vietnam	urban district	District-level urban unit named in REB Law, art. 31(6); abolished in the two-tier reorganisation of 1 July 2025
kaveling tanah matang (also kavling)	Indonesia	mature plot; ready-to-build plot	A plot prepared for a house in conformity with requirements on land use, control and ownership and with spatial plans; a planning status, not a title (Law No. 1 of 2011, art. 1(17))
Kasiba (Kawasan Siap Bangun)	Indonesia	ready-to-build area	A tract designated in the spatial plan for large-scale residential development (Law No. 1 of 2011, art. 1(15))

Term	System	English translation	Meaning in this article
Lisiba (Lingkungan Siap Bangun)	Indonesia	ready-to-build environment	A serviced residential precinct with defined plot boundaries forming part of a Kasiba (Law No. 1 of 2011, art. 1(16))
hak milik; hak guna bangunan; hak pakai	Indonesia	right of ownership; right to build; right of use	The land rights that may underlie a plot (Basic Agrarian Law, arts. 20, 35 and 41)
PPJB (perjanjian pendahuluan jual beli)	Indonesia	preliminary sale and purchase agreement	The agreement through which a house under construction may be marketed and contracted (Law No. 1 of 2011, art. 42; GR No. 12 of 2021, arts. 22–22M)
PPAT (pejabat pembuat akta tanah)	Indonesia	land deed official	The official before whom the deed of transfer must be made for registration (GR No. 24 of 1997, art. 37)
penjelasan	Indonesia	elucidation	Official explanatory part of a statute, which may interpret its norms but may not create them (Law No. 12 of 2011, Annex II, points 176–178)
terang dan tunai	Indonesia	"clear and cash": open and immediate	Adat principle that a land sale is complete when made openly before an official and paid at once; one view of when the right passes (Section B.3)
pemecahan	Indonesia	subdivision (splitting) of a parcel	Division of a registered parcel into separate parcels (GR No. 24 of 1997, art. 48)

Term	System	English translation	Meaning in this article
KKPR (Kesesuaian Kegiatan Pemanfaatan Ruang)	Indonesia	conformity of spatial-use activity	Clearance that a proposed activity conforms to the spatial plan (GR No. 21 of 2021)

Source: compiled by the authors from the legislation indicated in each entry. REB Law: Vietnam Real Estate Business Law; GR: Government Regulation.

The research uses doctrinal legal analysis and a functional comparative method. Doctrinal analysis identifies the governing rules, their internal relationships and the consequences attached to compliance or breach. The materials are constitutions, statutes, government regulations, official elucidations and consolidated legislation in force at the cut-off date of 2 September 2026, with secondary sources used to locate conceptual disputes and issues already recognised in national scholarship.[10]

The regulations compared are those that govern the movement of a serviced plot from developer to household. For Vietnam they are the 2023 Law on Real Estate Business, principally Articles 6, 9 and 28 to 34, with Chapter III on off-plan housing as an internal contrast; the 2024 Land Law and the 2015 Civil Code on registration and its effect; Decree No. 96/2024/ND-CP, as amended, on the eligibility procedure; and Decree No. 339/2026/ND-CP on administrative sanctions. For Indonesia they are Law No. 1 of 2011 on Housing and Settlement Areas, as amended, principally Articles 1, 42, 136, 145, 146, 150 and 162 and the elucidation of Article 146, together with Government Regulation No. 14 of 2016 as amended by Government Regulation No. 12 of 2021. Land rights and registration are governed by the Basic Agrarian Law, Government Regulation No. 24 of 1997 and Government Regulation No. 18 of 2021, and legislative drafting by Law No. 10 of 2004 and then Law No. 12 of 2011 as amended. Other rules that touch plot sales, such

[10] A proposal to revise Vietnam's Law on Real Estate Business was under legislative consideration at the cut-off date but had not become positive law; it is therefore excluded from the doctrinal statement of the law.

as spatial-use conformity, business licensing and consumer protection, are examined where they bear on the argument.

The comparison is pressing for reasons internal to each system. In Vietnam the pathway contracted twice within six months without amendment of the statute, through the two-tier local-government reorganisation of 1 July 2025 and the urban reclassification in force from 1 January 2026, while a Party resolution of July 2026 directs further restriction and a bill amending the Law on Real Estate Business was in preparation. In Indonesia, Law No. 1 of 2026 raised the corporate fine for selling mature plots without houses tenfold while the planning structure that identifies the addressee of the prohibition remained unsettled. In both countries the sale of plots to households is widespread and regularly reaches the courts and the regulators.[11] The pairing is also analytically productive. The two systems are close enough in their state-structured land regimes to share the regulatory problem, yet they choose opposite default products: Vietnam makes the serviced plot a permitted product, whereas Indonesia makes the house the default and the plot an exception.

The functional method begins from a shared regulatory problem rather than a shared legal label, and compares across eleven variables: object commercialised, default product, underlying title, spatial eligibility, readiness threshold, *ex ante* control, disclosure, contract and payment, effect against third parties, completion duty and sanctions.[12] The variables are drawn from the legislation rather than from theory. Each corresponds to a condition, control or consequence that at least one

[11] For Indonesia, see Kusuma, "Keabsahan Perjanjian Jual Beli Kavling Tanah"; Ade Irawan et al., "Wanprestasi Developer dalam Jual Beli Kavling: Hilangnya Kepastian Hukum bagi Konsumen," *Journal Juridisch* 3, no. 2 (2025): 100–115, https://doi.org/10.26623/jj.v3i2.11504; Widharetno and Saleh, "Ketentuan Pemecahan Tanah Kavling." For Vietnam, see the provincial enforcement against deposit and capital-contribution sales of project plots discussed in Section B.2 below.

[12] Konrad Zweigert and Hein Kötz, *An Introduction to Comparative Law*, 3rd ed., trans. Tony Weir (Oxford: Clarendon Press, 1998), 34–47; Ralf Michaels, "The Functional Method of Comparative Law," in *The Oxford Handbook of Comparative Law*, ed. Mathias Reimann and Reinhard Zimmermann (Oxford: Oxford University Press, 2006), 339–82.

of the two statutes attaches to the movement of a planned parcel from developer to household. The variables follow the order of that movement: what is sold (the first three variables), the conditions of entry (the next three), the terms of sale (disclosure, and contract and payment) and the position after sale (the last three). Theory supplies only the organising instruction, which is to compare solutions to a shared problem rather than labels. The same eleven variables structure Sections B.2 and B.3 and Table 2. Its limits are taken seriously. Husa questions its rigour, De Coninck its epistemological foundations, and Mahy, comparing Australia and Indonesia, its strain where legal pluralism differs sharply.[13] The *tertium comparationis* is stated narrowly for that reason. It is the proposition that both must determine when a developer may solicit or receive consumer funds for residential land not accompanied by a completed dwelling, and how legal, physical and financial risks are allocated until title transfer and planned build-out. Function is used to make those choices comparable, not to suggest that similar wording produces similar outcomes, and no claim is made about uniform enforcement.

The method is applied in three steps. First, each system's rules are stated in their own terms, Vietnam in Section B.2 and Indonesia in Section B.3. Second, the rules are mapped onto the eleven variables; where a system has no rule performing a function, or performs it only for a different product, the absence is recorded rather than filled by analogy, and Table 2 marks those entries. Third, each variable is evaluated by asking which risk it allocates, to whom and at what stage, which yields the directional judgment in Section B.4 and the tiered model in Section B.5. Figure 1 sets out the resulting sequence of gates in each country. The

[13] Jaakko Husa, "Functional Method in Comparative Law – Much Ado About Nothing?," *European Property Law Journal* 2, no. 1 (2013): 4–21, https://doi.org/10.1515/eplj-2013-0002; Julie De Coninck, "The Functional Method of Comparative Law: Quo Vadis?," *Rabels Zeitschrift für ausländisches und internationales Privatrecht* 74, no. 2 (2010): 318–50, https://doi.org/10.1628/003372510791090238; Petra Mahy, "The Functional Approach in Comparative Socio-Legal Research: Reflections Based on a Study of Plural Work Regulation in Australia and Indonesia," *International Journal of Law in Context* 12, no. 4 (2016): 420–36, https://doi.org/10.1017/S1744552316000197.

examples from the Philippines and Malaysia in Section B.5 are illustrative only: they show how other legislatures in the region have drafted a gate that the two systems lack, and they are not used as a third comparator.

Figure 1. Sequence of market-access gates for serviced residential plots

Vietnam: conditional transfer of a serviced land-use right	Indonesia: housing pathway, with plot-only sale prohibited
1. Approved project, planning and schedule (REB Law, arts. 28 and 31)	1. Land rights of the residential environment or Lisiba settled (Law No. 1 of 2011, art. 145)
2. Certificated land-use right within its term; no dispute, seizure or suspension (art. 31(2)–(5))	2. Kasiba–Lisiba status identifies the addressee of the prohibition (art. 1(16); GR No. 14 of 2016, arts. 64–65 and 141)
3. Infrastructure completed and connected (art. 29(1)(b)–(c), via art. 31(1))	3. Plot-only sale by a Lisiba developer prohibited (art. 146(1)); low-income exception (art. 146(2)); elucidation: 25% built and monetary crisis
4. Location outside excluded wards; provincial designation elsewhere (art. 31(6))	4. Default product is a house: marketing prerequisites and guarantee (GR No. 12 of 2021, art. 22C)
5. Notification and written eligibility reply within fifteen days, posted on the portal (art. 31(7); Decree No. 96/2024/ND-CP, art. 9(3))	5. Preliminary agreement (PPJB) only after title, permits, infrastructure and 20% of units built (art. 22I)
6. Disclosure and statutory transfer contract (arts. 6 and 30; ch. VI)	6. Notarial PPJB; review period of at least seven working days; 80% payment ceiling (arts. 22J–22L)
7. Registration: the transfer takes effect (Civil Code, art. 503; Land Law, art. 133)	7. PPAT deed and registration (GR No. 24 of 1997, art. 37)
8. Buyer builds; developer supervises; no completion security (arts. 33–34)	8. Developer completes and delivers the house (Law No. 1 of 2011, art. 42; GR No. 12 of 2021, arts. 22C and 22L)

Note: Steps are read downward; each must be cleared before the next. In Vietnam, buyer funds paid before step 7 rest on a contractual claim only. In Indonesia, a serviced plot sold by a developer outside any designated Kasiba meets none of steps 1 to 3 and no specific market-access gate (Section B.3). Source: authors' synthesis of the legislation indicated.

B. Results and Discussion

1. Comparable Functions, Non-Equivalent Legal Objects

Vietnamese law constructs a marketable object. The Law on Real Estate Business treats business in land-use rights with technical infrastructure as a distinct form of real-estate business and identifies transfer to individuals for self-construction as a permitted mode. The object is a land-use right in a project parcel, held under a certificate and exercisable within its term; that right, not the future dwelling, is what changes hands.[14]

Indonesian law constructs a spatial and procedural category. *Kaveling tanah matang* is a plot prepared for a house in conformity with requirements on use, control and ownership of land and with detailed spatial and building plans. It sits inside the Kasiba and Lisiba hierarchy and says nothing about which title the plot carries.[15] A legal entity developing a housing project ordinarily cannot hold *hak milik* and will hold *hak guna bangunan* or *hak pakai*, so the object and the title supporting it must be identified separately.[16]

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[14] Vietnam Real Estate Business Law, arts. 3(1), 5(4), and 28(1); Vietnam, Land Law No. 31/2024/QH15, arts. 12 and 26–30.

[15] Indonesia, Law No. 1 of 2011, art. 1(17), which defines *kaveling tanah matang* by reference to requirements on the use, control and ownership of land and to spatial and building plans without specifying the land right that the plot must carry. Artistry & Sulistianingsih's study is cited only by analogy: Vitria Dini Artistry and Dewi Sulistianingsih, "Analysis of Grondkaart as Land Ownership Rights in the Perspective of Land Law in Indonesia," *Journal of Private and Commercial Law* 8, no. 1 (2024): 91–112, https://doi.org/10.15294/jpcl.v8i1.454. The dispute analysed there turns on a colonial land map invoked as the basis of a right over land, which shows that an administrative land document does not by itself determine the title that a parcel carries.

[16] Indonesia, Law No. 1 of 2011, art. 1(17); Indonesia, Basic Agrarian Law, arts. 20, 21, and 36; Indonesia, Government Regulation No. 18 of 2021, arts. 34–48 and 49–63.

The two systems therefore cannot be compared term by term. Vietnam regulates a right; Indonesia regulates a physical and planning status.

2. Vietnam: Conditional Transfer and the Marketability–Completion Asymmetry

Vietnam builds eligibility cumulatively. At project level the project must comply with land-use and construction planning, investment procedures, approved objectives and schedule. At parcel level Article 31(2) of the 2023 Law on Real Estate Business requires a land-use-right certificate, a subsisting land-use term and inclusion of the transferred area within the certificated project land; Article 31(1) incorporates the infrastructure requirements of Article 29(1) by reference. Articles 31(3) to 31(5) exclude rights under an unresolved dispute, enforcement seizure or a prohibition or suspension of transactions. These are not contractual warranties but statutory conditions for placing a right into business.[17]

The seller is regulated in parallel. Article 9 of the 2023 Law on Real Estate Business sets enterprise, credit-ratio and equity requirements for anyone conducting real-estate business. Article 32 adds conditions specific to the transferor: it must be the project's investor, satisfy Article 9, hold the certificated right, have discharged land-related financial obligations for the area put into business, and have fully implemented any administrative sanction imposed on it before contracts are signed.[18] Transactional capacity is thereby tied to regulatory compliance, though Vietnamese scholarship has criticised the dispersal of these conditions across several provisions as a source of inconsistent application.[19]

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[17] Vietnam Real Estate Business Law, art. 31(1)–(5), incorporating the requirements of art. 29(1).

[18] Vietnam Real Estate Business Law, arts. 9 and 32. Article 9 states the general conditions for conducting real-estate business; the requirement that an administrative sanction be fully implemented before contracts are signed is imposed by art. 32.

[19] Lưu Quốc Thái, "Bàn về quy định cá nhân kinh doanh bất động sản trong Luật Kinh doanh bất động sản," *Tạp chí Khoa học Pháp lý Việt Nam*, no. 04(188) (2025): 44–55, https://doi.org/10.70236/tckhplvn.250; Lê Thị Thìn, "Chủ đầu tư trong hoạt động kinh doanh bất động sản theo quy định của Luật Kinh doanh bất động sản năm 2023," *Tạp chí Khoa học Pháp lý Việt Nam*, no. 01(197) (2026): 45–54, https://doi.org/10.70236/khplvn.497.

The infrastructure threshold is demanding. Article 29(1)(b) of the 2023 Law on Real Estate Business requires completed investment in technical infrastructure works in accordance with the approved detailed plan and the project schedule accepted by the competent authority. Article 29(1)(c) requires assured supply of electricity, water, drainage, waste collection and wastewater treatment services and connection to the area's general infrastructure system before transfer, lease or sublease. Article 29(1)(d) separately requires conformity with the approved investment objective and content.[20] Readiness is therefore a planned and connected service system, auditable against a detailed plan and a schedule, not a graded road with plot markers. By way of comparison, Indonesian studies recording that handover of housing infrastructure to local government frequently never occurs show what is at stake when this threshold is stated loosely.[21]

Location is a separate gate whose scope has changed twice since enactment. Article 31(6) permits transfer for self-construction only where the land does not lie in a ward, urban district or city of a special-class, Class I, Class II or Class III urban area, and does not arise from a land auction for a housing-project investment; elsewhere the provincial People's Committee designates where such transfers may occur. When the Law was enacted, urban areas were classified into six classes, so the exclusion left Class IV and Class V urban areas, and rural communes, outside its reach. The first change was administrative. Since 1 July 2025

[20] Vietnam Real Estate Business Law, art. 29(1)(b)–(d). Contrary to a common reading, the service-supply requirement and the connection requirement are stated together in art. 29(1)(c); art. 29(1)(d) addresses conformity with the approved investment objective.

[21] Vorry Rahmad, Kurnia Warman, and Jean Elvardi, "Penyerahan Prasarana, Sarana, dan Utilitas Perumahan dan Permukiman dari Pengembang kepada Pemerintah Daerah (Studi pada Kabupaten Tanah Datar)," *UNES Law Review* 6, no. 1 (2023): 1710–23, https://doi.org/10.31933/unesrev.v6i1.967; Vita Dwi Sakundiana, "Implikasi Hukum dan Keadilan atas Terbitnya Regulasi Penyerahan Prasarana, Sarana, dan Utilitas Perumahan di Kota Yogyakarta," *Rechtsregel: Jurnal Ilmu Hukum* 8, no. 2 (2025): 219–28, https://doi.org/10.32493/rjih.v8i2.56549. These Indonesian studies are cited comparatively, to show the risk that a loosely stated infrastructure obligation creates; they are not authority on Vietnamese law, and the Indonesian position is analysed in Section B.3.

Vietnam has operated a two-tier system of provinces and communes: district-level units, including urban districts (*quận*) and provincial cities, ceased to exist, provinces were merged, and many former communes and townships were absorbed into enlarged wards. The term "urban district" has therefore lost its referent, and "city" now denotes only the centrally run cities, which are provincial-level units. Read literally, the exclusion could reach a whole centrally run city of the relevant class, communes included; read in the light of its purpose, which is directed at urban territory, its operative unit is now the ward. On either reading the provision, which has not been adapted, excludes every ward lying in a classified urban area, including areas that were rural communes before the merger. The second change was classificatory. Resolution No. 111/2025/UBTVQH15, in force from 1 January 2026, reduced the classification to four classes and reclassified Class IV and Class V urban areas, together with district-level towns and townships that had not been recognised with an urban class before the reorganisation, as Class III. Read together, the two changes bring every ward within the exclusion on the face of the text, and the provincial designation power now operates only in communes and in special zones, which Article 31(6) does not name. That is a substantial contraction of the pathway achieved without amending the Law on Real Estate Business, and market commentary records projects that were eligible before 1 July 2025 losing eligibility once their land became part of a ward.[22]

[22] Vietnam Real Estate Business Law, art. 31(6); Vietnam, Law on the Organisation of Local Government No. 72/2025/QH15; Vietnam, National Assembly, Resolution No. 202/2025/QH15 of 12 June 2025 on the Reorganisation of Provincial-Level Administrative Units; Vietnam, Standing Committee of the National Assembly, Resolution No. 111/2025/UBTVQH15 of 24 December 2025 on Urban Classification, https://xaydungchinhsach.chinhphu.vn/nghi-quyet-so-111-2025-ubtvqh15-ve-phan-loai-do-thi-119260101170432239.htm, in force from 1 January 2026, replacing Resolution No. 1210/2016/UBTVQH13. Article 15(3), a transitional provision, reads: "Đô thị loại IV, loại V, thị xã và thị trấn trước khi sắp xếp chưa được công nhận loại đô thịđược xác định làđô thị loại III theo quy định của Nghị quyết này" (Class IV and Class V urban areas, and district-level towns and townships not recognised with an urban class before the reorganisation, are determined to be Class III urban areas under this Resolution). Article 15(4) and (5) assign each ward the development level of the urban class in which it lies. On the practical effect of the

Before transfer the project investor must notify the provincial state administrative body for real-estate business that the rights satisfy the statutory conditions; that body has fifteen days to inspect eligibility and reply in writing, stating reasons for any refusal, under Decree No. 96/2024/ND-CP.[23] The mechanism is an ex ante verification tied to the market-entry conditions of the rights concerned. Its usefulness depends on disclosure. Article 6(1) requires the enterprise to publish complete and accurate information on the state information system and its own website before the property is put into business, and Article 6(5) lists what must be published for serviced land-use rights: the certificate, the eligibility document, infrastructure and financial-obligation evidence, restrictions and mortgages.[24]

The transfer must be made by a statutory contract. The transferor must supply the required papers before signing and ordinarily carries out the certification procedure for the transferee. After transfer the developer must monitor, urge, supervise and facilitate house construction in accordance with the schedule, design, approved detailed plan, construction permit and contract; the transferee must build accordingly,

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reorganisation, see "Phân lô bán nền vướng luật mới: Cần lộ trình phù hợp cho thị trường [Plot subdivision and sale caught by the new law: the market needs a suitable roadmap]," *VietnamFinance*, 2026, https://vietnamfinance.vn/phan-lo-ban-nen-trong-boi-canh-moi-can-lo-trinh-phu-hop-cho-thi-truong-d139407.html.

[23] Vietnam Real Estate Business Law, art. 31(7); Vietnam, Government Decree No. 96/2024/ND-CP Detailing a Number of Articles of the Law on Real Estate Business, art. 9(3), https://xaydungchinhsach.chinhphu.vn/toan-van-nghi-dinh-96-2024-nd-cp-quy-dinh-chi-tiet-mot-so-dieu-cua-luat-kinh-doanh-bat-dong-san-119240827180542829.htm. The recipient of the notification is the provincial state administrative body for real-estate business, not the provincial People's Committee, which exercises the separate designation power under art. 31(6). Decree No. 96/2024/ND-CP was amended by Government Decree No. 54/2026/ND-CP of 9 February 2026, which revised art. 9(2)(e) but left art. 9(3) unchanged; see Consolidated Document No. 124/VBHN-BXD (2026), https://datafiles.chinhphu.vn/cpp/files/vbpq/2026/9/124-vbhn-bxd.signed.pdf. The reorganisation of local government has not altered the provincial level at which the notification is made.

[24] Vietnam Real Estate Business Law, arts. 6(1), 6(5), and 31(8). The publication duty is imposed by art. 6(1); art. 6(5) lists the information to be published for land-use rights with technical infrastructure.

accept the agreed supervision and compensate damage to technical infrastructure. Vietnam thus privatises the act of building while retaining project-wide coordination.[25]

Breach of these conditions is answered administratively, and the sanctions are addressed to the enterprise. Decree No. 339/2026/ND-CP, which replaced Decree No. 16/2022/ND-CP from 26 August 2026, devotes a separate article to serviced land-use rights. It fines a project investor between VND 800 million and 1 billion for transferring such rights to individuals before the statutory conditions are met, fines the collection of transfer payments contrary to regulation between VND 600 and 800 million, and in both cases orders the refund of the sums collected together with the interest earned on them. It fines the transferor between VND 120 and 180 million for failing to monitor, urge and supervise the transferee's construction, and it permits suspension of real-estate business for three to six months where a serviced land-use right is sold outside the permitted form or scope. Neither provision reaches a transferee who fails to build, a point taken up below.[26]

The model's strength is a transparent sequence; its weakness is structural. The 2023 regime contains a marketability–completion asymmetry, the Vietnamese form of the product–gate mismatch: entry of the right into commerce passes a dense and publicly verifiable ex ante gate, but after registration the pathway's defining purpose, the timely

[25] Vietnam Real Estate Business Law, arts. 28(2), 30, 33, and 34, and the contract provisions in ch. VI. Construction-permit conditions are governed by Government Decree No. 217/2026/ND-CP of 19 June 2026 implementing the Law on Construction No. 135/2025/QH15, in force from 1 July 2026, which replaced Government Decree No. 175/2024/ND-CP. For Decree No. 217/2026/ND-CP, see https://luatvietnam.vn/xay-dung/nghi-dinh-217-2026-nd-cp-quy-dinh-chi-tiet-luat-xay-dung-ve-quan-ly-hoat-dong-xay-dung-438080-d1.html.

[26] Vietnam, Government Decree No. 339/2026/ND-CP of 26 August 2026 on Administrative Sanctions in Construction, Management of Technical Infrastructure Works, Housing Management and Development, and Real Estate Business, arts. 66(5)(b), 66(6) and 69(1), (3), (4)(a) and (5)(b), https://luatvietnam.vn/dau-tu/nghi-dinh-339-2026-nd-cp-xu-phat-vi-pham-hanh-chinh-trong-xay-dung-va-bat-dong-san-446521-d1.html. Under the replaced Government Decree No. 16/2022/ND-CP, art. 58(3)(a) and (5), putting real estate into business without satisfying the statutory conditions attracted a fine of VND 400 to 600 million and the same suspension.

construction of plan-compliant housing, is left to contractual deadlines and developer supervision without any commensurate completion mechanism. The interest at stake is not the individual buyer's expectation of a house, since self-build is the product that buyer chose, but the collective interest of transferees who have already built, the project's prospect of reaching completion and the developer's remaining common-infrastructure and connection obligations under Articles 33 and 29(1)(c) of the 2023 Law on Real Estate Business. Three features of the positive law establish this. The object commercialised and the final product are separated at the outset, because the land-use right is what is transferred while the dwelling is created afterwards by the transferee. The transferee's right does not depend on that dwelling, because Article 503 of the 2015 Civil Code and Article 133 of the 2024 Land Law locate the effect of the transfer at registration and Articles 28 to 34 of the Law on Real Estate Business do not condition that effect on completion within any period. And the post-transfer mechanism is not commensurate with the ex ante gate, because Articles 33 and 34 of the same Law refer back to project schedules and contractual agreement without fixing a uniform construction period, attaching a consequence to the registered transfer, requiring a completion security or conferring an administrative enforcement power.[27]

The legislature has already made the opposite choice inside the same statute. Chapter III of the 2023 Law on Real Estate Business protects the buyer of off-plan housing at three points: Article 23(5) caps the deposit at five per cent, Article 25 stages payment at thirty, seventy and ninety-five per cent, and Article 26 requires a bank guarantee for the developer's financial obligation where the housing is not delivered as agreed.[28] Not all three transfer to a serviced plot. Article 25 keys payment to construction progress and Article 26 to the duty to deliver a house, so neither fits a product the buyer will build; the five-per-cent cap in Article 23(5) attaches to contract formation and is product-neutral, yet Chapter IV

[27] Vietnam Real Estate Business Law, arts. 28(1)(a), 29, and 33–34; Vietnam, Civil Code No. 91/2015/QH13, art. 503; Vietnam, Land Law No. 31/2024/QH15, art. 133.

[28] Vietnam Real Estate Business Law, arts. 23(5), 25, and 26, all located in ch. III on business in housing and construction works to be formed in the future.

supplies no analogous ceiling for developer-controlled plot sales. The omission matters in practice. Developers have long used deposits, reservation agreements and capital-contribution contracts to collect money for project plots before the project is eligible for sale, and provincial construction departments have repeatedly had to intervene; the bill amending the Law on Real Estate Business debated in the National Assembly in October 2026, a post-cut-off development noted for context only, responds by prohibiting deposits before eligibility.[29] The asymmetry is therefore specific and its legislative address is single.

The obvious objection is that the duty to put land into use belongs to land legislation. The texts do not bear that reading. Article 81(1) of the 2024 Land Law addresses use for a purpose other than the registered one, whereas failure to build is an omission and not a change of purpose. Article 81(7) of the same Law reaches only annual-crop, aquaculture, perennial-crop and forest land, and Article 81(8) of that Law operates by the schedule of an approved investment project and binds the project investor, which an individual acquiring a plot does not become. Article 24 of Decree No. 123/2024/ND-CP, the only provision sanctioning non-use of land, is confined to agricultural land, reaching annual-crop and aquaculture land after twelve consecutive months, perennial-crop land after eighteen and forest land after twenty-four. Its amendment by Decree No. 281/2026/ND-CP with effect from 31 August 2026 added no sanction for non-use of non-agricultural land. Decree No.

[29] "Làm gì để tránh rủi ro từ những hợp đồng góp vốn mua bất động sản? [How to avoid the risks of capital-contribution contracts for real estate]," *CafeF*, February 27, 2023, https://cafef.vn/lam-gi-de-tranh-rui-ro-tu-nhung-hop-dong-gop-von-mua-bat-dong-san-20230227073236991.chn (reporting a provincial inquiry in Quảng Nam into secondary capital-contribution transfers in 104 projects); "TP Hồ Chí Minh chấn chỉnh tình trạng đặt cọc giữ chỗ trong mua bán bất động sản [Ho Chi Minh City acts against reservation deposits in real-estate sales]," *VTV*, October 30, 2025, https://vtv.vn/tp-ho-chi-minh-chan-chinh-tinh-trang-dat-coc-giu-cho-trong-mua-ban-bat-dong-san-100251030162944904.htm (Official Letter No. 11410/SXD-QLN&TTBĐS of 10 October 2025); "Bộ trưởng Xây dựng: Siết chặt 'dự án ma', cấm nhận đặt cọc dự án chưa đủ điều kiện [Minister of Construction: deposits for ineligible projects to be prohibited]," *VietNamNet*, October 30, 2026, https://vietnamnet.vn/bo-truong-xay-dung-siet-chat-du-an-ma-cam-nhan-coc-du-an-chua-du-dieu-kien-2569849.html.

339/2026/ND-CP, which replaced Decree No. 16/2022/ND-CP from 26 August 2026, sanctions the transferor's failure to supervise construction under Article 69(1) but contains no penalty for a transferee who does not build. The gap is not one of obligation but of public sanction: the duty is declared and contractually actionable, yet breach alone triggers neither land recovery, nor administrative penalty, nor any measure compelling completion.[30]

Policy has moved even though the positive law has not. Resolution No. 21-NQ/TW of 28 July 2026 directs that plot subdivision and sale be restricted to the greatest possible extent in urban areas, particularly large urban areas. It does not amend Article 31(6), so the statutory position stands; what it fixes is the direction against which any legislative proposal must be measured. Read with Resolution No. 111/2025/UBTVQH15, the pathway is contracting from two directions at once, which makes the unresolved completion question more rather than less pressing for the transactions that remain lawful.[31]

3. Indonesia: a Housing-Delivery Prohibition with an Unsettled Implementing Structure

Indonesia places the issue in a chapter of prohibitions. Article 145 of Law No. 1 of 2011 forbids a legal entity that has not completed the

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[30] Vietnam, Land Law No. 31/2024/QH15, art. 81(1), (7), and (8); Vietnam, Government Decree No. 123/2024/ND-CP on Administrative Sanctions in the Field of Land, art. 24, as amended by Government Decree No. 281/2026/ND-CP of 13 July 2026, in force from 31 August 2026 (https://vanban.chinhphu.vn/?docid=218863&pageid=27160), which did not add a provision sanctioning non-use of non-agricultural land; Vietnam, Government Decree No. 339/2026/ND-CP, arts. 66 and 69, in force from 26 August 2026 and replacing Government Decree No. 16/2022/ND-CP.

[31] Communist Party of Vietnam, Central Committee (XIV tenure), Resolution No. 21-NQ/TW of 28 July 2026 on Orientations for Amending the Land Law and Related Laws, https://xaydungchinhsach.chinhphu.vn/noi-dung-trong-tam-cot-loi-cua-nghi-quyet-so-21-nq-tw-ve-quan-diem-dinh-huong-sua-doi-luat-dat-dai-va-cac-luat-co-lien-quan-119260729111806497.htm, which directs that plot subdivision and sale be restricted to the greatest possible extent in urban areas, particularly large urban areas. The Resolution replaced Resolution No. 18-NQ/TW. Full text: https://luatvietnam.vn/dat-dai/nghi-quyet-21-nq-tw-2026-dinh-huong-sua-doi-luat-dat-dai-va-cac-luat-lien-quan-441950-d1.html.

land-rights status of a residential environment or a Lisiba from selling a settlement unit, and forbids an individual from developing a Lisiba. Article 146(1) prohibits a legal entity which builds a Lisiba from selling *kaveling tanah matang* without houses, and Article 146(2) excepts housing for low-income communities using small mature plots.[32]

The prohibition's reach is narrower than the practice it is invoked against, for a reason that has not been given its due. Article 146(1) of Law No. 1 of 2011 binds a legal entity that builds a Lisiba, and Article 1(16) of that Law defines a Lisiba as land forming part of a Kasiba under the detailed spatial plan, which depends in turn on official designation. Government Regulation No. 80 of 1999, which operated that machinery and which alone recognised a standalone Lisiba, was revoked by Government Regulation No. 14 of 2016. What survives in the replacing regulation is thin but not nothing: Article 141 of Government Regulation No. 14 of 2016 conditionally preserves the regulations implementing Government Regulation No. 80 of 1999 so far as they neither conflict with nor have been replaced under the 2016 regulation. The terms appear only in the definitions, in Article 64(1)(a) of that regulation, which plans large-scale new residential development with a Kasiba, and in Article 64(4), which delegates further rules on Kasiba to a ministerial regulation of which no post-2016 instance was located in the official databases searched at the cut-off date. Article 65 of the same regulation prescribes location designation for new residential development generally rather than a Kasiba procedure. The administrative sanction inserted as Article 138A by Government Regulation No. 12 of 2021 penalises a legal entity that fails to divide a Kasiba into Lisiba as Article 136 of Law No. 1 of 2011 requires, without clarifying how Kasiba status is now established.[33] The category thus

[32] Indonesia, Law No. 1 of 2011, arts. 145 and 146.

[33] Indonesia, Law No. 1 of 2011, art. 1(16); Indonesia, Government Regulation No. 80 of 1999 concerning *Kawasan Siap Bangun and Lingkungan Siap Bangun yang Berdiri Sendiri* (revoked); revoked by Indonesia, Government Regulation No. 14 of 2016 concerning the Implementation of Housing and Settlement Areas. In Government Regulation No. 14 of 2016 the terms Kasiba and Lisiba appear only in the definitions in art. 1 and in art. 64(1)(a) and 64(4); art. 64(4) delegates further rules on Kasiba to a ministerial regulation, and no post-2016 ministerial regulation implementing art. 64(4)

survives as a definition, a planning reference, a delegation whose exercise could not be located and a body of conditionally preserved legacy rules, while the prohibition remains in force and criminally sanctioned. The addressee of Article 146(1) is textually defined, but its identification in a given case depends on the unresolved relationship among the legacy Kasiba rules, the 2016 framework and the relevant location-designation decision under Article 65. A developer that subdivides and services land outside that structure falls outside the express addressee formulated in Article 146(1), even though what it offers is physically a mature plot. This is the Indonesian form of the product–gate mismatch: the prohibition is addressed to a planning structure rather than to the act of commercialising a serviced plot. That may help explain why local authorities addressing plot subdivision conflate it with the Lisiba prohibition rather than apply it directly.[34]

The gap can be shown by exhaustion. Law No. 1 of 2011 reaches three situations in which a developer takes money before a completed house exists: a sale where the land-rights status of the residential environment or the Lisiba is incomplete, under Article 145; the marketing of a house still under construction, under Article 42 and its implementing regulation; and the sale of mature plots without houses by a legal entity that builds a Lisiba, under Article 146(1). A developer that

was located in the JDIH of the Ministry of Housing and Settlement Areas, peraturan.go.id or the BPK database, searched on 2 September 2026. Article 65 concerns location designation for new residential development generally. Article 141 conditionally preserves the regulations implementing Government Regulation No. 80 of 1999 so far as they neither conflict with nor have been replaced under the 2016 regulation. Article 138A, inserted by Government Regulation No. 12 of 2021, imposes administrative sanctions on a legal entity that does not separate a residential environment or Kasiba into Lisiba, one of the two parallel duties stated in art. 136 of Law No. 1 of 2011. The expression *Lisiba yang berdiri sendiri* does not appear in either regulation.

[34] Widharetno and Saleh, "Ketentuan Pemecahan Tanah Kavling," 190–93; Stevani Komara, "Tanggung Jawab Notaris terhadap Pembuatan Akta Jual Beli Kaveling Tanah Matang Tanpa Bangunan oleh Badan Hukum," *Makro: Jurnal Manajemen & Kewirausahaan* 6, no. 1 (2021): 86–101; Padrisan Jamba and Irene Svinarky, "Tinjauan Yuridis Kavling Siap Bangun di Kota Batam," *Jurnal Cahaya Keadilan* 6, no. 2 (2018): 110, https://doi.org/10.33884/jck.v6i2.803.

holds complete title, subdivides and services land outside any designated Kasiba, and offers plots on which the buyer will build falls within none of the three.

The exhaustion must also test rules outside the chapter of prohibitions, and none of them supplies a market-access gate. Article 134 of Law No. 1 of 2011, as amended, forbids organising housing development that does not build to the promised criteria, specifications, infrastructure, facilities and utilities; it disciplines what is built and presupposes a housing development, not the sale of a bare plot. Subdivision (*pemecahan*) of a registered parcel under Article 48 of Government Regulation No. 24 of 1997, together with the registration rules in Government Regulation No. 18 of 2021 and the implementing regulations of the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN), records the division and later transfers but does not test infrastructure or the seller's authority to commercialise. Confirmation of conformity of spatial use (KKPR) under Government Regulation No. 21 of 2021 and risk-based business licensing under the real-estate business classification (KBLI), now governed by Government Regulation No. 28 of 2025, which replaced Government Regulation No. 5 of 2021, condition the developer's activity and location but attach no readiness threshold, disclosure duty or payment rule to the plot offered. Law No. 8 of 1999 on Consumer Protection forbids misleading offers and false statements about goods and therefore polices how a plot is described, not whether it may be sold. Regional regulations on *kavling* subdivision restrict the practice in some regencies, but they are territorial and uneven and, as Widharetno and Saleh show, often rest on a conflation with the Lisiba prohibition. Each of these rules reaches the transaction at some point. None fixes when a serviced plot may be offered to consumers, so the gap lies at the level of market access rather than of regulation generally.[35]

[35] Indonesia, Law No. 1 of 2011, art. 134, as amended by Law No. 6 of 2023, art. 50; Indonesia, Government Regulation No. 24 of 1997 concerning Land Registration, art. 48; Indonesia, Government Regulation No. 18 of 2021; Indonesia, Government Regulation No. 21 of 2021 concerning the Implementation of Spatial Planning; Indonesia, Government Regulation No. 28 of 2025 concerning the Implementation of Risk-Based Business Licensing, https://peraturan.bpk.go.id/Details/319773/pp-no-

The elucidation to Article 146(1) of Law No. 1 of 2011 compounds the difficulty. It defines the prohibited sale as intentionally marketing only prepared plots to consumers without first building houses, and then states that sales to consumers may be conducted only where the legal entity has built at least twenty-five per cent of the planned housing in the Lisiba and a national monetary crisis has caused it liquidity difficulty. The two conditions are conjunctive, and neither appears in the operative text.[36] The rule is common to the drafting regime in force when Law No. 1 of 2011 was drafted and to the regime that replaced it seven months later. Indonesian drafting law treats an elucidation as the official interpretation of a norm in the body of the statute, forbids its use as a legal basis for further regulation, forbids it from containing a norm and forbids wording that effects a disguised amendment.[37] The crisis-and-percentage language reads as an additional exception. One reading treats it as a limiting explanation of when conduct falls outside the prohibited sale; a second treats the operative text as exhaustive, leaving only the low-income exception; a third accepts it as a practical exception despite its drafting pedigree. Each produces a different answer for developers, buyers, regulators and courts, and, because a conflicting agreement is void by operation of law, for the contract itself.[38]

28-tahun-2025; Indonesia, Law No. 8 of 1999 concerning Consumer Protection, arts. 8–10 and 62; Widharetno and Saleh, "Ketentuan Pemecahan Tanah Kavling," 190–93.

[36] Elucidation of Indonesia, Law No. 1 of 2011, explanation to art. 146(1). The explanation is cast in permissive form, *Penjualan kaveling tanah matang kepada konsumen hanya dapat dilakukan apabila*, so that the sale may be conducted only where both conditions are satisfied; the two conditions are joined by dan.

[37] Law No. 1 of 2011 was enacted on 12 January 2011, when drafting was governed by Indonesia, Law No. 10 of 2004 concerning the Formation of Laws and Regulations, art. 44(2) and Annex, whose rules on the elucidation (*penjelasan*) already treated it as the official interpretation of a norm that may not serve as a basis for further regulation or contain a norm. Indonesia, Law No. 12 of 2011 concerning the Formation of Laws and Regulations, enacted on 12 August 2011, restated those rules in Annex II, points 176–178. Law No. 15 of 2019 left those points untouched; Law No. 13 of 2022 amended point 176, which now states expressly that an elucidation may not contain a norm, and left points 177 and 178 unchanged. The Constitutional Court applied the standard of Law No. 10 of 2004 in Decision No. 005/PUU-III/2005, cited below.

[38] Kusuma, "Keabsahan Perjanjian Jual Beli Kavling Tanah"; Irawan et al., "Wanprestasi Developer dalam Jual Beli Kavling."

The penalties are severe, and have just been increased. Article 150 of Law No. 1 of 2011 as amended by Law No. 6 of 2023 continues to place a violation of Article 146(1) of that Law within the administrative-sanction system. Article 162(1) of the same Law imposed a fine of up to five billion rupiah on a legal entity that builds a Lisiba and sells mature plots without houses, and Article 162(2) of that Law permits imprisonment of its managers for up to five years. Article 50 of the Job Creation Law amends multiple provisions of Law No. 1 of 2011, including Articles 42, 134 and 150, but leaves Articles 145, 146 and 162 untouched. Law No. 1 of 2026 on penal adjustment then converted the fine in Article 162(1) to category VIII, fifty billion rupiah, a tenfold increase produced by a general mapping rule rather than by any reassessment of this offence.[39] The boundary of the prohibited conduct therefore determines criminal exposure, yet outside the low-income exception the only text stating when a sale is permitted is an elucidation that drafting law bars from carrying a norm.

The defect is not a breach of the legality principle. The crisis-and-percentage condition narrows the prohibited zone rather than extending liability, and the principle of legality together with the prohibition of analogy in Articles 1(1) and 1(2) of the 2023 Criminal Code protects an accused against extension of an offence, not against a text that contracts it.[40] The defect lies in the instrument: the permission on which the

[39] Indonesia, Law No. 1 of 2011, arts. 150 and 162; Indonesia, Law No. 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 concerning Job Creation into Law, art. 50, https://peraturan.go.id/id/uu-no-6-tahun-2023, which amends numerous provisions of Law No. 1 of 2011 but leaves arts. 145, 146 and 162 untouched; Indonesia, Law No. 1 of 2026 on Penal Adjustment, art. II(2)(c)(1)(b) and Annex I, entry 79, https://peraturan.bpk.go.id/Details/337869/uu-no-1-tahun-2026, in force from 2 January 2026, which restates the penalty in art. 162(1) of Law No. 1 of 2011 as a fine of at most category VIII. Annex I states only the adjusted penalty. Article II(2)(c)(1)(b) converts a single fine imposed on a corporation for a profit-seeking offence to category VIII irrespective of the former amount, which is why art. 161(1), a single fine of five hundred million rupiah addressed to a natural person, becomes category IV. The managerial imprisonment in art. 162(2) is unchanged.

[40] Indonesia, Law No. 1 of 2023 concerning the Criminal Code, arts. 1(1)–(2) and the elucidation of art. 1(1), which states that the legislation referred to is a statute and a

boundary of a criminally sanctioned prohibition depends is located in a text that drafting law bars from creating it. The Constitutional Court has applied that standard, in Decision 005/PUU-III/2005, striking down the elucidation of Article 59(1) of Law No. 32 of 2004 because it introduced a norm differing from the article, and again in Decisions 011/PUU-III/2005, 15/PUU-XII/2014 and, in conditional form, 15/PUU-XIX/2021.[41] The elucidation of Article 146(1) has never been tested. Because the most recent of those decisions preferred a conditional reading to invalidation, the Court could equally confine it to an interpretive role, and the argument here is advanced on that line of authority rather than on any ruling about this provision. The consequence cuts against the developer from both sides. A developer cannot know ex ante whether the permission is available, and if it were set aside the prohibited zone would widen rather than narrow for later conduct. On the standard the Constitutional Court has applied to

regional regulation; art. 3 on the more favourable law; and art. 79(1)(g), under which category VII corresponds to the five billion rupiah stated in art. 162(1) of Law No. 1 of 2011. The Code entered into force on 2 January 2026.

[41] Indonesia, Constitutional Court, Decision No. 005/PUU-III/2005 of 21 March 2005, https://www.mkri.id/public/content/persidangan/sinopsis/sinopsis_perkara_102_005+PUU-III+2005.pdf, declaring the elucidation of art. 59(1) of Law No. 32 of 2004 contrary to the Constitution and without binding force because it contained a norm differing from the article; Indonesia, Constitutional Court, Decision No. 011/PUU-III/2005 of 19 October 2005, https://www.mkri.id/public/content/persidangan/sinopsis/sinopsis_perkara_104_011+PUU-III+2005.pdf, on the elucidation of art. 49(1) of Law No. 20 of 2003; Indonesia, Constitutional Court, Decision No. 15/PUU-XII/2014 of 11 November 2014, https://mkri.id/public/content/persidangan/putusan/putusan_sidang_2090_15%20PUU%202014-UU_30_1999_Arbitrase-telahucap-11Nov2014-%20wmActionWiz.pdf, on the elucidation of art. 70 of Law No. 30 of 1999; and Indonesia, Constitutional Court, Decision No. 15/PUU-XIX/2021 of 29 June 2021, https://mkri.id/public/content/persidangan/sinopsis/sinopsis_perkara_959_15_PUU_XIX_2021-edit.pdf, on the elucidation of art. 74 of Law No. 8 of 2010, which was held unconstitutional conditionally rather than struck out. No decision on the elucidation of art. 146 of Law No. 1 of 2011 has been traced; the entry for that Law in the national database records no judicial review of the provision.

elucidations that carry norms, the permission it contains would be vulnerable on review.

Buyers will meet the problem in the ordinary courts rather than in the Constitutional Court. A buyer seeking restitution, or a developer defending its contract, will litigate validity under Articles 1320 and 1337 of the Civil Code, which require a lawful cause and treat a cause as unlawful where statute prohibits it. An ordinary court cannot review a statute or its elucidation, so it must decide what Article 146(1) prohibits by reading the article together with its official interpretation. Two outcomes are open. A court that gives the elucidation its declared interpretive function may treat a sale that satisfies both the twenty-five-per-cent condition and the crisis condition as falling outside the prohibition, so that the contract stands. A court that follows the drafting-law rule will confine the prohibition to the operative text, and the same contract will be void by operation of law, as Kusuma argues. The validity of a household's purchase therefore turns on an interpretive choice that neither party can predict when the contract is signed.[42]

The contrast with the regime for houses under construction is instructive. Article 42(1) of Law No. 1 of 2011, as amended, permits single houses, row houses and apartment units still under construction to be marketed through a preliminary sale and purchase agreement, and Article 42(3) delegates that system to a government regulation; the certainty requirements now sit in Government Regulation No. 12 of 2021.[43] Article 22C of that regulation conditions marketing on certainty of spatial designation, land rights, status of control over the future house, development permits and a guarantee from a bank or non-bank

[42] Indonesia, Civil Code (Burgerlijk Wetboek voor Indonesië), Staatsblad 1847 No. 23, arts. 1320, 1335 and 1337; Indonesia, Constitution of the Republic of Indonesia of 1945, arts. 24A(1) and 24C(1), which confine review of statutes to the Constitutional Court and give the Supreme Court review only of regulations below statute; Kusuma, "Keabsahan Perjanjian Jual Beli Kavling Tanah."

[43] Indonesia, Law No. 1 of 2011, art. 42 as amended by Law No. 6 of 2023; Indonesia, Government Regulation No. 12 of 2021 amending Government Regulation No. 14 of 2016 concerning the Implementation of Housing and Settlement Areas, art. 22C, https://jdih.pkp.go.id/produk-hukum/pp-12-2021.

guarantor.[44] Articles 22D to 22H regulate marketing information, count marketing payments toward the price and give the buyer a thirty-day cancellation right.[45] Article 22I permits the agreement only once title, building approval, infrastructure and twenty per cent of planned units are certified by a supervision consultant; Articles 22J to 22L add a study period of at least seven working days, notarial signature, an eighty per cent payment ceiling and refund for developer-fault cancellation.[46] The framework is detailed, but it attaches to a promised house. Articles 22 to 22M of the same regulation name only single houses, row houses and apartment units and nowhere mention *kaveling tanah matang* or a Lisiba; Article 22(4) confines the system to public and commercial housing held in ownership in those three forms, and Article 22M adds only subsidised public housing. The regulation therefore does not create a route for plot-only sales, and Indonesian scholarship on completion guarantees argues that such devices work only when escrow and performance security are combined.[47]

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[44] Indonesia, Government Regulation No. 12 of 2021, art. 22C.

[45] Indonesia, Government Regulation No. 12 of 2021, arts. 22D, 22F, and 22H. Article 22H sets a refund period of thirty calendar days and a charge of one per mille of the amount refunded for each day of delay.

[46] Indonesia, Government Regulation No. 12 of 2021, arts. 22I, 22J, 22K, and 22L. Articles 22 to 22M refer only to *Rumah tunggal, Rumah deret* and *Rumah susun*; art. 22(1) fixes that scope, art. 22(4) limits the PPJB system to *Rumah umum milik* and *Rumah komersial milik* in those forms and art. 22M covers subsidised *Rumah umum*. Neither *kaveling tanah matang* nor Lisiba appears in arts. 22 to 22M; in Government Regulation No. 12 of 2021 Lisiba occurs only in the definitions in art. 1 and in art. 138A.

[47] Muhammad Zaki Mubarrak and Ahluddin Saiful Ahmad, "Rekonstruksi Jaminan Keterbangunan Proyek Rumah Susun sebagai Bentuk Perlindungan Hukum bagi Konsumen," *QONUN: Jurnal Hukum Islam dan Perundang-undangan* 10, no. 1 (2026): 331–64, https://doi.org/10.21093/qj.v10i1.12745; Arivan Halim, "Kedudukan Perjanjian Pengikatan Jual Beli (PPJB) yang Dibuat Pengembang dalam Pre Project Selling," *Justice Voice* 1, no. 2 (2022): 53–69, https://doi.org/10.37893/jv.v1i2.192; Dewi Rahmawati Nasution and Lintang Yudhantaka, "Tanggung Gugat Developer dalam Perjanjian Pengikatan Jual Beli antara Pembeli dan Developer Perumahan Diamond Village Juanda di Kabupaten Sidoarjo," *Rewang Rencang: Jurnal Hukum Lex Generalis* 6, no. 4 (2025): 1–20, https://doi.org/10.56370/jhlg.v6i4.1750.

The buyer's position in the interval remains the weakest element of the regime. Information and payment safeguards protect the buyer's expectation; they do not give it priority against third parties. Indonesian land registration follows a negative publication system with positive elements, and scholarship is divided on how much certainty even registration produces.[48] Doctrine is also divided on when the right passes. One view, drawing on the *adat* requirement of a public and immediate cash sale (*terang dan tunai*) received through Article 5 of the Basic Agrarian Law, locates the transfer at the deed made before the land deed official (PPAT). The other treats registration as the point at which the proprietary transfer becomes complete and publicly effective under Article 23 of that Law and Articles 37 and 40 of Government Regulation No. 24 of 1997.[49] On either view the preliminary agreement precedes both the deed and registration, so the preliminary-agreement stage is a period in which disclosure is regulated and priority is not.[50]

[48] Indonesia, Basic Agrarian Law, arts. 19 and 23(2); Indonesia, Government Regulation No. 24 of 1997, art. 32(1)–(2), under which a certificate is strong but not conclusive evidence and becomes unchallengeable only after five years in the circumstances stated; Abdul Wahid, I Gusti Ayu Ketut Rachmi Handayani, and Lego Karjoko, "Critique of the Land Registration System Based on a Negative Publication System with Positive Elements in Indonesia," *Jurnal Konstitusi* 23, no. 2 (2026): 305–36, https://doi.org/10.31078/jk2325; Desi Apriani and Arifin Bur, "Kepastian Hukum dan Perlindungan Hukum dalam Sistem Publikasi Pendaftaran Tanah di Indonesia," *Jurnal Bina Mulia Hukum* 5, no. 2 (2021): 220–39, https://doi.org/10.23920/jbmh.v5i2.11.

[49] Indonesia, Basic Agrarian Law, arts. 5, 19 and 23; Indonesia, Government Regulation No. 24 of 1997, arts. 37(1) and 40. For the view that the transfer is completed when the sale, characterised as *terang dan tunai*, is embodied in the deed executed before the PPAT, see Edgar Brige Tatulus, "Tinjauan terhadap Tanggung Jawab Para Pihak dalam Pembatalan Jual Beli Tanah karena Tidak Terlaksananya Suatu Proses Peralihan Hak Atas Tanah," *Lex Privatum* 6, no. 10 (2018): 156, citing Boedi Harsono. For the competing view that registration creates the proprietary right, see Tatulus, 156, quoting Mariam Darus Badrulzaman, *Mencari Sistem Hukum Benda Nasional* (Bandung: Alumni, 1997), 45.

[50] Wahid, I Gusti Ayu Ketut Rachmi Handayani, and Karjoko, "Critique of the Land Registration System"; Era Fortuna Istanlama, Lego Karjoko, and Hari Purwadi, "Legal Protection of the Subdivision of Freehold Title Certificates (SHM) as the Basis for Consumer Rights in Sale and Purchase Binding Agreements (PPJB) for Housing Transactions," *International Journal of Science and Environment* 6, no. 2 (2026):

4. Functional Comparison of Market-Access Gates

Table 2 compares the regimes by regulatory function rather than by legal label, distinguishing the marketable claim from the physical unit and from the permission to contract with a buyer. A parcel may have valid title yet lack infrastructure, may have roads and drainage yet lie in an excluded location, or may satisfy every physical condition while the seller lacks authority to sell the product offered.[51]

Table 2. Functional comparison of market-access gates for serviced residential plots

Function	Vietnam	Indonesia
Object commercialised	Land-use right with technical infrastructure (REB Law, arts. 5(4) and 28(1))	*Kaveling tanah matang*: a planning status, not a title (Law No. 1 of 2011, art. 1(15)–(17))
Default product	Serviced plot for self-construction (REB Law, arts. 28(1)(a) and 31)	A house; plot-only sale by a Lisiba developer prohibited (Law No. 1 of 2011, art. 146(1)–(2))
Underlying title	Certificated land-use right within term (REB Law, art. 31(2))	*Hak milik*, *hak guna bangunan* or *hak pakai (Basic Agrarian Law, arts. 20, 35 and 41; GR No. 18 of 2021, arts. 34–63)*
Spatial eligibility	Excluded in urban areas of Class III and above; since 2025–26 every ward of a classified urban area (REB	Formally linked to Kasiba–Lisiba status; identification depends on

2095–106, https://doi.org/10.51601/ijse.v6i2.729; Teo Keang Sood, "Further Thoughts on Indefeasibility in the Land Titles Act," *Singapore Journal of Legal Studies*, 2024, 253–75, cited for contrast with a Torrens register, in which registration itself confers indefeasibility.

[51] Each entry in Table 2 identifies the provisions on which it rests; those provisions are analysed in Sections B.2 and B.3.

Function	Vietnam	Indonesia
	Law, art. 31(6); Resolution No. 111/2025/UBTVQH15, art. 15(3))	conditionally preserved legacy rules and the 2016 location-designation framework (Law No. 1 of 2011, art. 1(16); GR No. 14 of 2016, arts. 64–65 and 141)
Readiness threshold	Infrastructure completed and connected before transfer (REB Law, arts. 29(1)(b)–(c) and 31(1))	† Twenty per cent of planned units built: a threshold for the preliminary-agreement pathway for houses under construction, not for plot sales (GR No. 12 of 2021, art. 22I)
Ex ante control	Provincial eligibility response within fifteen days (REB Law, art. 31(7); Decree No. 96/2024/ND-CP, art. 9(3))	† Supervision of marketing prerequisites; development guarantee (GR No. 12 of 2021, art. 22C)
Disclosure	National information system and enterprise website (REB Law, art. 6(1) and (5))	† Prescribed marketing information (GR No. 12 of 2021, art. 22D)
Contract and payment	Statutory contract; no product-specific payment ceiling for serviced plots (REB Law, art. 30 and ch. VI; cf. art. 23(5) for off-plan housing)	† Notarial preliminary agreement; review period of at least seven working days; payment ceiling of eighty per cent (GR No. 12 of 2021, arts. 22J–22L)

Function	Vietnam	Indonesia
Effect against third parties	On registration (Civil Code, art. 503; Land Law, art. 133)	On the PPAT deed or on registration, as doctrine is divided; the preliminary stage confers no priority (Basic Agrarian Law, arts. 19 and 23; GR No. 24 of 1997, art. 37)
Completion duty	Buyer builds to schedule, design, plan and permit (REB Law, arts. 33–34)	† Completion remains with the developer within the regulated housing and preliminary-agreement pathway (Law No. 1 of 2011, art. 42; GR No. 12 of 2021, arts. 22C and 22L)
Sanctions	Administrative fine of up to VND 1 billion; refund order; suspension of business for three to six months (Decree No. 339/2026/ND-CP, arts. 66 and 69)	Administrative sanctions; corporate fine; managerial imprisonment (Law No. 1 of 2011, arts. 150 and 162; Law No. 1 of 2026)

Source: authors' synthesis of the legislation indicated in each cell. REB Law: Vietnam Real Estate Business Law; GR: Government Regulation. † Entry relates to the Indonesian pathway for houses under construction (Law No. 1 of 2011, art. 42; GR No. 12 of 2021, arts. 22–22M), not to plot-only sales, which art. 146(1) prohibits for a Lisiba developer.

Three divergences stand out. The default product differs: a serviced right for self-build in Vietnam, a house in Indonesia. The readiness thresholds are not comparable measures, since Vietnam's condition is completed infrastructure before transfer while Indonesia's twenty-per-cent rule controls forward contracting for housing. And Vietnam states

its pathway in a dedicated chapter with a written eligibility response, while Indonesia's plot-only rule sits in a prohibition whose permission is misplaced and whose addressee depends on an unsettled implementing structure.[52]

The convergences matter as much. Both require land-right certainty, conformity with spatial and project plans, developer responsibility for project infrastructure and a public-law layer beyond private contract, and both reject the idea that a buyer's consent cures an unready product.

The two regimes also place their gates at different levels of the legal order, and the private-law consequences diverge accordingly. In Indonesia the prohibition addresses the transaction itself: Kusuma treats a plot-sale agreement concluded against Article 146 as void by operation of law, so the buyer is left with a restitutionary claim and the authentication of such a deed becomes a question of notarial responsibility. In Vietnam Articles 31 and 32 state conditions for putting a right into business and qualify the transferor; they are not prohibitions addressed to the contract. A transfer made in breach therefore does not automatically engage Article 123 of the 2015 Civil Code. What follows is administrative liability for the enterprise and an obstacle at registration, which under Article 503 of the same Code is the moment the transferee's right takes effect. The buyer holding an unregistrable transfer has a personal claim that cannot be asserted against a mortgagee or a competing purchaser, while the seller's breach is answered in a forum to which that buyer is not a party.[53]

The comparison supports a directional judgment, and a modest one. Vietnam's ex ante gate is the stronger instrument for controlling entry to the market. Indonesia's assignment of completion to the developer is the stronger protection after entry, but only because plot-only sales are in principle prohibited: the preliminary-agreement

[52] Vietnam Real Estate Business Law, arts. 29, 31, and 32; Indonesia, Law No. 1 of 2011, arts. 1(16) and 146; Indonesia, Government Regulation No. 12 of 2021, art. 22I.

[53] Kusuma, "Keabsahan Perjanjian Jual Beli Kavling Tanah"; Komara, "Tanggung Jawab Notaris terhadap Pembuatan Akta Jual Beli Kaveling Tanah Matang"; Vietnam, Civil Code No. 91/2015/QH13, arts. 123 and 503; Vietnam Real Estate Business Law, arts. 31 and 32.

safeguards in Articles 22C to 22L of Government Regulation No. 12 of 2021 attach to houses, so Indonesia offers no completion mechanism for serviced plots that Vietnam could borrow. Nor does Vietnam's gate cure Indonesia's principal defects, an uncertain addressee and a misplaced permission, which are problems of legislative form rather than of verification. Each system shows where the other's gap lies without supplying the remedy. Institutional setting limits any ranking beyond that. Indonesian land law operates amid documented legal pluralism and differentiated title forms, while Vietnam's framework places exceptional weight on transparent state representation.[54]

5. A Tiered Model for Serviced-Plot Transactions

The first reform principle is conceptual discipline. Certificate, physical works and eligibility response answer three different questions, and none of them answers whether the house will be built.

A buyer-facing eligibility record should identify the underlying title and holder, the project and approved phase, the parcel range, the permitted product, infrastructure evidence, encumbrances, the authorised contract type, limits on payments, responsibility for completion and the record's validity date.[55] Vietnam's provincial response and Indonesia's supervision of marketing prerequisites are building blocks for such a record.[56]

Vietnam should keep the conditional-transfer pathway where it remains available, because its advantage is not permissiveness but the

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[54] Daniel Fitzpatrick, "Disputes and Pluralism in Modern Indonesian Land Law," *Yale Journal of International Law* 22, no. 1 (1997): 171–212; Tim Lindsey and Simon Butt, *Indonesian Law* (Oxford: Oxford University Press, 2018); Phan Trung Hien and Hugh D. Spitzer, "Entire People Ownership"; Mahy, "Functional Approach."

[55] Cited for illustration only, to show the harm that a buyer-facing record would expose rather than as authority for its design: Ardan Sabillah and Ubaidillah Kamal, "Ownership of Undelivered Public and Social Facility Land and the Right to Compensation in Toll Road Development," *Indonesian Journal of Agrarian Law* 4, no. 1 (2026): 543–600, https://doi.org/10.15294/jal.v4i1.62341. The parcels designated in the ratified site plan as communal facilities were registered as freehold title in the personal name of the developer's director, encumbered as security for debt and never handed over to the regional government.

[56] Vietnam Real Estate Business Law, art. 31(7); Indonesia, Government Regulation No. 12 of 2021, arts. 22C and 22I.

cumulative architecture preceding transfer. Three refinements would strengthen it. First, the existing state-side publication duty should be given statutory rank and registry form. Article 9(3) of Decree No. 96/2024/ND-CP already requires the provincial authority, within fifteen days, to answer the project investor in writing and at the same time to post that answer on the housing and real-estate market portal. The defect is therefore not the absence of disclosure but its form: publication remains document-by-document rather than searchable by cadastral identifier, project and phase; it carries no structured status history and is not integrated with cadastral and project records. Vietnam should retain the existing publication duty but implement it through a national, searchable and structured registry linked to cadastral records, project phases and status history.[57] Second, buyer-payment protection should be calibrated to registration rather than to construction progress. The Chapter III staging noted above tracks construction progress, which makes it unsuitable here, and only the formation-stage cap transfers.[58] Before registration the buyer holds only a contractual claim against a transfer that may never complete; after registration the exposure concerns common infrastructure, latent defects and the buyer's own construction duty. The law should limit the amount collectable before the eligibility record is verifiable, require payment into a blocked account released against verified eligibility and completed transfer, provide a performance guarantee covering the common-infrastructure obligation, and provide prompt refund where registration cannot be completed. Third, post-transfer completion should be a measurable project obligation, with build-by dates, permissible extensions and monitoring steps stated in the contract and the public project record. These measures presuppose administrative capacity to verify eligibility records and a compliance cost the market can bear, neither of which is assumed here to be uniform across provinces. The legislative addresses are identifiable: the register belongs with Article 31(7) of the 2023 Law on Real Estate

[57] Vietnam Real Estate Business Law, arts. 6(1), 6(5), and 31(7); Vietnam, Government Decree No. 96/2024/ND-CP, art. 9(3).

[58] Vietnam Real Estate Business Law, arts. 23(5) and 25, both located in ch. III on business in housing and construction works to be formed in the future.

Business and the publication list in Article 6(5) of that Law, while the completion duty belongs with Articles 33 and 34 of the same Law. Any such measure restricts a registered property right in the service of a planning objective, so under Article 14(2) of the 2013 Constitution it must be enacted by statute and confined to what that objective requires, which is a further reason to place it in Articles 33 and 34 rather than in a decree.[59]

Indonesia's priority is the instrument. Article 146 of Law No. 1 of 2011 should be restated so that every lawful exception appears in the operative text. If only the low-income exception is intended, the crisis-and-percentage language should be removed from the elucidation. If a crisis exception is intended, the statute should define the competent authority, the formal declaration, the evidence of liquidity difficulty, the relevant percentage, permissible buyers, the infrastructure standard, disclosure and treatment of buyer funds. Because that permission conditions criminal liability under Article 162, it must be restated in the statute itself, whereas information and payment safeguards can be tightened at regulation level.[60] The addressee problem requires a separate decision: either the ministerial regulation delegated by Article 64(4) is finally issued, so that the prohibition has a determinate addressee, or the prohibition is redrafted to bind any legal entity commercialising serviced residential plots, which is what the housing-delivery policy appears to intend. Leaving a prohibition now carrying a fifty-billion-rupiah fine attached to an institution whose implementing rules survive only by conditional transition and whose delegated ministerial regulation could not be located is the least defensible of the three options.[61]

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[59] Nguyễn Quang Đức and Đỗ Giang Nam, "Vận dụng nguyên tắc tương xứng từ kinh nghiệm của Cộng hòa Liên bang Đức và Cộng hòa Nam Phi trong thu hồi quyền sử dụng đất ở Việt Nam hiện nay," *Tạp chí Khoa học Pháp lý Việt Nam*, no. 11(195) (2025): 53–60, https://doi.org/10.70236/khplvn.388.

[60] Indonesia, Law No. 1 of 2011, arts. 146 and 162; Indonesia, Law No. 12 of 2011 concerning the Formation of Laws and Regulations, as amended by Law No. 15 of 2019 and Law No. 13 of 2022, Annex II, points 176–178, https://peraturan.bpk.go.id/Details/212810/uu-no-13-tahun-2022.

[61] Indonesia, Government Regulation No. 14 of 2016, art. 64(4); Try Saut Martua Siahaan, Sutaryono Sutaryono, and Westi Utami, "Hubungan Ketersediaan Tanah

Both systems would benefit from stating the tiers expressly. Completed houses may be transferred once title, permits, completion and registration requirements are met. Houses under construction may be marketed and contracted after verified title, permits, guarantee, infrastructure, a meaningful construction threshold, controlled payments and cancellation rights. Serviced plots for self-build should be sold only in eligible locations and to eligible buyers, after completed connected infrastructure, public verification and binding construction duties. Unserviced or unresolved plots should not be commercialised. Philippine law drafts the third tier expressly: the Subdivision and Condominium Buyers Protective Decree conditions the licence to sell on a performance bond for the project's full development and lets the regulator suspend it on a verified buyer complaint. Malaysia, the closer regional analogue, takes the housing route instead: its Housing Development (Control and Licensing) Act 1966 licenses developers, routes purchasers' payments through a housing development account and prescribes statutory sale contracts, but it governs the sale of land with houses rather than bare plots, and so corresponds to the Indonesian default rather than to the Vietnamese pathway. What makes a plot-only pathway workable is that the permission, the security and the sanction attach to the same gate.[62]

dengan Kawasan Siap Bangun dan Lingkungan Siap Bangun dalam Pembangunan Kota Baru Manado," *Tunas Agraria* 2, no. 1 (2019): 114–40, https://doi.org/10.31292/jta.v2i1.20; Asninda Krisnamutri S, "Pengaruh Penetapan Kawasan Strategis Kasiba-Lisiba Talang Kelapa terhadap Perkembangan Kota Palembang Bagian Utara," *Jurnal Tekno Global* 7, no. 1 (2018), https://doi.org/10.36982/jtg.v7i1.506.

[62] Philippines, Presidential Decree No. 957 (1976), Subdivision and Condominium Buyers Protective Decree, secs. 5, 6, 8, 19, and 20; Malaysia, Housing Development (Control and Licensing) Act 1966 (Act 118); Housing Development (Control and Licensing) Regulations 1989, ss. 5 and 7A of the Act, and Schedules G and H of the Regulations; Thim Wai Chen, Ruzita Azmi, and Rohana Abdul Rahman, "Rehabilitation of Abandoned Housing Projects in Peninsular Malaysia: Reaching Out to Rescue Mechanisms in the Companies Act 2016," *Journal of Property, Planning and Environmental Law* 14, no. 2/3 (2022): 61–84, https://doi.org/10.1108/JPPEL-05-2021-0031; Jiahui Xu, "Reflection and Reform of My Country's Commercial Housing Pre-Sale System," *Frontiers in Business, Economics and Management* 19, no. 2 (2025):

Within each tier, safeguards should rise with buyer vulnerability. Indonesia's own exception shows the cost of leaving this unstated. Article 146(2) of Law No. 1 of 2011 lifts the prohibition for low-income housing on "small mature plots". Yet the expression is not defined at national level, either in the Law or in Government Regulation No. 14 of 2016 as amended. In practice the exception is carried into regional regulations, such as Jombang's, so that any size, infrastructure or construction standard is local and uneven.[63] A low-income exception should not mean weaker title, drainage or disclosure; it may justify smaller plots, subsidised finance, supervised self-build and longer but monitored construction schedules.[64]

C. Conclusion

Vietnamese land-use rights with technical infrastructure and Indonesia's *kaveling tanah matang* address a shared problem but are not doctrinal equivalents. Vietnam creates a marketable object, a certificated land-use right in an eligible project parcel, and permits its transfer for self-construction after cumulative statutory conditions. Indonesia defines the mature plot within the Kasiba and Lisiba structure and prohibits a Lisiba developer from selling it without a house, subject to the low-income exception and to a further permission located in an elucidation.

Legal protection here depends not on the nominal readiness threshold but on whether the buyer acquires an opposable right and

158–61, https://doi.org/10.54097/6qs6xf82; Kirk Kimaru Katwa and Luke M. Obala, "Off-Plan Property Sales as an Innovative Financing Option in Real Estate Development," *Business & IT* 13, no. 1 (2023): 110–20, https://doi.org/10.14311/bit.2023.01.13.

[63] Indonesia, Law No. 1 of 2011, art. 146(2); Widharetno and Saleh, "Ketentuan Pemecahan Tanah Kavling," 184–95, discussing the Jombang regional regulation that restates art. 146.

[64] Indonesia, Law No. 1 of 2011, art. 146(2); Ngô Gia Hoàng and Hồ Thị Gái, "Điều kiện mua, thuê mua nhà ở xã hội," *Tạp chí Khoa học Pháp lý Việt Nam*, no. 04(200) (2026): 44–53, https://doi.org/10.70236/khplvn.609; Faizzah Rabiatun Ramadani, Suraji Suraji, and Dona Budi Kharisma, "Consumer Legal Protection Against Developer Defaults in Binding Agreements for the Sale and Purchase of Flats," *MAQASIDI: Jurnal Syariah dan Hukum* 4, no. 2 (2024): 295–305, https://doi.org/10.47498/maqasidi.v4i2.4231.

whether the remaining completion duty is institutionally secured. Measured against that standard both systems display a product–gate mismatch in opposite forms. Vietnam secures market entry rigorously and under-secures the pre-registration payment interval and post-transfer build-out, while its pathway has contracted through administrative reorganisation, urban reclassification and policy direction without that question being answered. Indonesia keeps completion with the developer, but its prohibition depends for its addressee on a structure whose implementing rules survive only by conditional transition, and the only permission outside the low-income exception sits in an instrument that cannot create it.

Three conclusions follow. Legal readiness should be stated as the cumulative result of title, physical works, planning conformity, market permission and responsibility allocation. Ex ante verification is valuable only when tied to a public, project-specific record buyers can match to the offered parcel. And any plot-only pathway should be explicit in the operative legislation and paired with enforceable completion duties and payment safeguards. For Indonesia that means stating the permission in the body of Law No. 1 of 2011 rather than in the elucidation of Article 146(1), and settling how Kasiba status is now determined, whether through the ministerial regulation delegated by Article 64(4) of Government Regulation No. 14 of 2016 or by amendment of the Law itself.

These are doctrinal design conclusions, not claims about uniform enforcement.[65] Empirical work on how authorities verify infrastructure, how notaries and banks use eligibility documents, and whether post-transfer building duties are enforced would test them. The contribution offered here is a criterion rather than a catalogue: a serviced plot may lawfully enter the consumer market only where title, physical readiness and sales permission are verified separately, and where payment and completion safeguards are calibrated to the product actually sold and rest on a party that can be compelled to perform. Measured against that

[65] This article does not claim that either jurisdiction's formal rules are uniformly enforced. Empirical evaluation would require project files, administrative decisions, transactional contracts, and interviews with regulators, developers, notaries, and buyers.

criterion Vietnam owes its buyers a gate calibrated to the serviced plot, Indonesia owes its buyers a prohibition addressed to the act of commercialising it and stated in an instrument that can carry it, and neither task requires borrowing the other country's categories.

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