Questioning the Developer's Practice of Ignoring the Principles of Pacta Sunt Sevanda in Agreements for the Sale and Purchase of Commercial Home Buildings by Order Through Home Ownership Credit

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Abstract. In line with the development and increase in population followed by the basic need for home ownership, to see and assess how much public interest there is in the need for commercial housing, housing developers offer a residential housing concept in an area that combines and promises comfort and completeness of facilities marketed by the developer through the booking system. This research method uses a case study research method that has occurred. The formulation of the problem is the non-implementation of legal certainty which means that every agreement made legally applies as law for those who make it and is only binding for those who agree. By placing the value of justice as the crown of every legal order which must contain legal rules of justice which have normative and constitutive value for the law. The formulation of the problem is the non-implementation of legal certainty which means that every agreement made legally applies as law for those who make it and is only binding for those who agree. By placing the value of justice as the crown of every legal order which must contain legal rules of justice which have normative and constitutive value for the law.

Keywords: Application of Principles, Binding of Sale and Purchase.

1 Introduction

Legal principles cannot work alone because the law requires it institutions or people to move it. In the process law enforcement, required organizations that can implement it or concretize the law to in society, because on Basically the law cannot carried out without any organization which functions to create or realize the law in society, such as courts, police, and so on.[1] Reforming criminal law in Indonesia is a very urgent agenda.[2] Indonesia is a country that is famous for its diverse culture with all kinds of differences in customs, beliefs and customs in each region.[3] The state has the authority to make policies and supervision to create prosperity for its people, especially the primary need, namely housing.[4] All these actions are for the sole purpose of enforcing the law for the sake of the realization of security and public order.[5]

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While the principles of classical market economics are still applied by business developers/developers in offering residential products in an area with the aim of seeking maximum profits by minimizing risks to the smallest possible extent, buyers on the other hand, in fulfilling basic needs (home needs). wish to obtain the basic needs offered by the developer by offering the lowest possible price with facilities without risk by the product offered.

The formulation of the offer with the theme of the concept of perfect residential housing in an area that combines the convenience of facilities offered by the developer to buyers, apparently does not have an equal balance. The developer's dominant role in rights and obligations is visible in the form of preliminary agreements which have been completely determined by the developer by taking advantage of narrow gaps in space and time without the buyer realizing it. The condition of this narrow loophole being exploited has placed buyers in a very disadvantaged position and one of the causes is the non-application of the principle of legal certainty "pacta sunt servanda principle" as a basic principle in binding sales and purchase agreements.

In responding to the emergence of a problem that will have a detrimental impact, the government is trying to make several rules and regulations, namely: Regulation of the Minister of Public Works and Public Housing of the Republic of Indonesia No. 11/PRT/M/2019 concerning the Preliminary Home Sale and Purchase Agreement System and Government Regulation of the Republic of Indonesia Number 12 of 2021 concerning Amendments to Government Regulation of the Republic of Indonesia Number 14 of 2016 concerning the Implementation of Housing and Settlement Areas. The formation and implementation of this regulation as a basis for consideration is to optimize regulations regarding binding sales and purchase agreements in the management of housing and residential areas.

Apart from that, in these regulations the government has provided clear signs and boundaries regarding the instructions and material for binding sale and purchase agreements as attached to these regulations with the hope that every legal act in binding sale and purchase agreements in housing management can implemented correctly to create a balance of rights and obligations between the developer and the buyer which is structured in simple language that is easy to understand and understand and is given the right to study within the specified time.

However, in fact, in the sale and purchase binding agreement there is a clause that has been ordered by the developer to be standardized and has the character of expanding obligations as well as adding sanctions originating from an act of agreement carried out by another person with the meaning that the agreement only binds the parties personally and does not bind the other party. Another thing that is not agreed is a form of action that positions the buyer as the party who is seriously disadvantaged and does not provide legal certainty and is in conflict with the meaning of the norms of positive legal formulation.

The principle of Pacta Sunt Servanda means that every agreement made legally applies as law to those who make it.This principle is the principle that the binding force of an agreement such as law is only for the parties agreeing, so that the obligations stipulated by this agreement must be carried out in good faith by the parties agreeing. The essence of the pacta sunt servanda principle is the fulfillment of each individual's interests in a contract which only binds the parties personally and does not bind other parties who do not give their agreement.

A binding sale and purchase agreement that includes an obligation clause between the buyer and other parties who do not agree in the binding sale and purchase agreement signed between the buyer and the developer will have the potential to cause losses and will not provide legal certainty for the buyer. Contract Law is part of private law, this law focuses on obligations to carry out oneself (self-obligation). Viewed as private law because violations of the obligations specified in the contract are purely a matter for the contracting parties.[6]

The signing of the sale and purchase agreement between the buyer and the developer in front of a notary and the signing of the financing credit agreement between the buyer as the debtor and the bank as the creditor at the office of the bank providing the credit facility, which also coincides with the handing over of mortgage rights as collateral for the receipt of the credit facility has created a guardrail. The buyer's right to study, understand and ask questions about the urgency of the contents of the sale and purchase binding agreement for the negotiation process which requires a little space and time, in addition to the draft text of the sale and purchase agreement not being submitted by the Notary/PPAT official long before the signing.

So, these problems become the background that causes an imbalance in the rights of buyers which has a very detrimental impact as well as a violation of the basic principles of *pacta sunt servanda* in an agreement binding the sale and purchase of a house by order through payment of a home ownership credit.

2 Method

This research is legal research using normative legal methods that are non-doctrinal/comparatively social with several approaches, namely: statutory approach, conceptual approach, case approach, comparative approach (comparative approach) and historical approach (historical approach). This article will use a statutory approach by examining regulations related to the background of the problem, namely the agreement to buy and sell a house on credit and regulations relating to the principles of contract law,[7]

3 Discussion

3.1. The principle of *pacta sunt servanda* in acting as a form of binding force in an agreement that can protect the rights of the parties to an agreement according to the law for the party making it

That to know how the principle of *pacta sunt servanda* plays a form of binding force in an agreement that can protect the rights of the parties to an agreement according to law for the party who makes it, it is therefore necessary to know things about the birth of legal relationships that originate from contracts.

That in legal acts which create a balance between rights and obligations given or received between one or more binding persons as stated in a binding sale and purchase agreement, it must be based on the principles, norms of the agreement as fulfillment of basic principles, only binding on the parties. Personally and does not bind other parties who do not give their

agreement.

Likewise, with legal theory which is generally recognized, legal principles or principles are also considered as sources of law, apart from legislation, this *pacta sunt servanda* is an important basis in contracts, that people must obey their promises. In other words, the principle of *pacta sunt servanda* is the basis for the parties who agree to be bound and obliged to comply with the agreed obligations.[8]

Before discussing the meaning of contract, it is necessary to state the definition of contract or agreement (*overeenkomst*) itself, the definition of agreement/contract based on Article 1313 of the Civil Code reads "an agreement is an act by which one or more parties bind themselves to one or more other people".[9]In the definition formulated, it is unclear whether every action can be called an agreement, there does not appear to be a principle of consensuality and it is dualistic in nature, because the formulation only mentions actions, so that even non-legal actions are referred to as agreements.[10] According to the theory put forward by Van Dunne, what is defined by agreement is "a legal relationship between two or more parties based on an agreement to give rise to legal consequences",[11]This theory does not only look at the agreement alone but also must look at the actions that preceded it. Charless L. Knapp and Nathan M. Crystal state that a contract is an agreement between two or more people, not only giving trust but also mutual understanding to do something in the future by someone or both of them.[12]

This opinion not only examines the definition of a contract but also determines the elements that must be fulfilled for a transaction to be called a contract, namely; there is a factual agreement between the two parties, a written agreement, the right and obligation to make a written agreement and agreement.

In the Black's Law Dictionary, a contract is a promissory agreement between two or more parties which can create, modify or eliminate a legal relationship. The essence of the definition contained in Black's Law Dictionary is that a contract is seen as an agreement between the parties to carry out obligations, either partially performing or not performing them.[12]

In the development of the definition of these agreements, many experts have put forward the explanation of the definition of agreement, including; R. Subekti defines that an agreement is an event where someone makes a promise to another person or where other people promise each other to carry out something.[13] R. Wiryono Pradjadikoro defines an agreement as a legal act regarding assets between two parties, where one party promises or is deemed to have promised to do something while the other party demands the implementation of the promise.[14] Meanwhile, according to Sri Soedewi Masjchoen Sofwan, an agreement is defined as a legal act in which one or more people bind themselves to another or more people.[15] Furthermore, experts in the field of contracts do not have a unified view regarding the distribution of contracts themselves, each expert has a different view. There are experts who examine the legal sources, their names, forms, aspects of obligations and aspects of prohibitions. Below we will explain the types of contracts based on their division. Contract according to the Source, Sudikno Mertokusumo, contracts based on legal sources are a classification of contracts based on where the contract is found, for example, if it originates from marriage, then an agreement originates from family law, if it originates from the transfer of property rights, then an agreement originates from material law, if it originates from an act that gives rise to an obligation, then an agreement originates from an obligatory agreement, if it is called *bewijsovereenkomst*, then it originates

from procedural law of evidence and if it is called *publiekrechtelijke overeenkomst*, then the agreement originates from public law.

Contract by name,This classification is based on the names listed in Article 1339 of the Civil Code and Article 1355 NBW only mentions 2 (two) types of contracts, namely contracts by name (nominaat) and contracts without a name (innominaat). What is included in a nominat contract is sale and purchase, exchange, rental, grant, loan-to-use, safekeeping of goods, borrowing and borrowing, granting power of attorney, debt suspension and peace, etc. and what is included in an innominaat contract are contracts arise and develop. in society, such as; leasing, hire purchase, franchise, uterine contract, joint venture, work contract, agency and others.

Contract according to its form, According to the provisions implied in the Civil Code, contracts according to their form are divided into 2 (two) types, namely oral contracts and written contracts. An oral contract is a contract or agreement made by the parties simply by word of mouth or agreement as intended in Article 1320 of the Civil Code. Meanwhile, a written contract is a contract made by the parties in written form, either privately or based on an authentic notarial deed as intended in Article 1682 of the Civil Code.

In inherited continental European law, it has regulated the conditions for the validity of an agreement in Article 1320 of the Civil Code, namely; there is an agreement between both parties, they are competent in carrying out legal acts, there is an object agreed upon and there is a lawful cause, which begins with an agreement regulated in Article 1320 paragraph (1) of the Civil Code, an agreement is a conformity of the statement of will between one person and another person or more, because the will itself cannot be seen/known by others. Conformity to the statement of will occurs in the following way; perfect and written language, perfect language orally, imperfect language as long as it can be accepted by the opposing party even though in reality people often convey in imperfect language but are understood by the opposing party,
Furthermore, the ability to act is the ability to carry out legal actions and have the authority to cause legal consequences, in other words, being an adult, aged 21 years or married. People who are not authorized to carry out legal acts that give rise to legal consequences are minors (minderjarigheid), under guardianship and wives (Article 1330 of the Civil Code), in the development of which a wife can carry out legal acts with legal consequences regulated in Article 31 of Law no. 1 of 1974 Jo. Supreme Court Circular No. 3 of 1963.

From various literature, it is stated that the object of the agreement is the achievement (the principal of the agreement), the achievement which is the obligation of the debtor and what is the right of the creditor. Yahya Harahap, said that this achievement consists of positive and negative actions, which means; giving something, doing something and not doing something, for example Article 1234 of the Civil Code in buying and selling a house, the achievement/point of the agreement is handing over ownership rights to the house and handing over the money to buy the house, likewise in a work agreement the achievement/point of the agreement is doing work and pay wages.[16] That in Article 1320 of the Civil Code, the meaning of halal causes (orzaak) is not explained. In Article 1337 of the Civil Code, only prohibited causes are mentioned, which means that a cause is prohibited if it conflicts with the law. Hoge Raad explained about orzaak (prohibition) through the example of someone who sells a motorbike to his partner from the stolen proceeds so that this kind of buying and selling does not achieve the goal of being accepted by his partner who wants to buy the goods legally.

Humans as legal subjects do not all understand and understand the language and terms implied/stated in contracts, even though the contents of the agreements made must be understood and understood by the parties, but in reality there are many contracts whose contents are not understood by the parties. The interpretation regulations regarding contracts are regulated in Articles 1342 to 1351 of the Civil Code, in Article 1342 of the Civil Code it is stated that if the words are clear then it is not permissible to deviate from the interpretation, in the sense that the parties must carry out the contents of the contract properly. good faith and if there is any ambiguity in the words then the contents of the contract can be interpreted by the parties, which in interpreting must be seen from the following aspects, including; If the words in the contract provide various interpretations, then you must investigate the intentions of the parties making the agreement (Article 1334 of the Civil Code). If a promise provides various interpretations, then the meaning must be investigated which allows the agreement to be implemented (Article 1344 of the Civil Code). If the words in an agreement are given two kinds of meaning, then the meaning must be chosen which is most in line with the nature of the agreement (Article 1345 of the Civil Code) and if there is doubt then it must be interpreted according to the customs in the country or the place where the agreement was made (Article 1346 of the Civil Code). If there is any doubt, the agreement must be interpreted for the loss of the person asking to agree on something and the benefit of the person binding himself to it (Article 1345 of the Civil Code).

Apart from the matters explained above regarding contracts, contract law norms are norms that regulate (regelend recht or aanvullend recht) the domain of civil law, therefore in civil law 5 (five) important principles apply, namely; the principle of freedom of contract, the principle of consensualism, the principle of legal certainty, the principle of good faith and the principle of personality.[17]

That moving from the background of the problem which questions the role of the principle of pacta sunt servanda in realizing the binding force of an agreement which can protect the rights of the parties to an agreement according to law for the party who makes it, that before discussing any further action of course an agreement can be seen to have been made. Whether or not the rights and obligations between the parties to the agreement have been carried out, namely the positive and negative actions of an agreement must be carried out, which in this case goes back to the object of the agreement made between the developer and the buyer.

The achievement/point of the agreement between the developer and the buyer is that when the buyer has paid his obligations in full for the price agreed upon with the developer, the developer is required to hand over a certificate that has been registered in the name of the buyer to be handed over to the bank as creditor as collateral for repayment of the debt. and the developer is obliged to hand over the house building to the buyer on time according to the agreement agreed between the developer and the buyer.

Likewise with credit agreements that occur between buyers as debtors and banks as creditors in providing home ownership credit facilities, the achievement/point of the agreement is that with the credit facility being approved for home ownership by the creditor, the buyer is obliged to submit collateral in the form of a land certificate in the name of the debtor. which has been placed under mortgage rights as collateral for repayment of debts to creditors.

If there are 2 (two) agreements agreed between the buyer and the developer who are bound by

a sale and purchase agreement and between the buyer as the debtor and the bank as the creditor who is bound by the contract agreement with a guarantee of debt repayment in the form of handing over a certificate of title in the name of the debtor for which a mortgage has been placed. has been implemented according to the achievements/principles agreed upon, then the rights and obligations of each party bound by the agreement will become rules that have legal certainty both in terms of sanctions and rights that will be received by each party.

However, if, in an agreement made only between two parties, namely the buyer and the developer, it is implied or not implied that there is an act of entry by another party or a third party who does not bind himself to do something, then the principle of legal certainty is a form of balance between rights and obligations. which should be provided in the achievements/principals of the agreement will not be implemented.Because the principle of freedom of contract, which is the rule, norm and basis of a regulation regarding agreements, has been violated by principles, namely economic principles. This principle gives the parties the freedom to make or not make an agreement, the freedom to enter into an agreement with anyone, determine the content of the agreement and its implementation and requirements, determine the form of the agreement both written and oral.

That to see how the principle of pacta sunt servanda can be influenced by parties who do not agree in entrusting their rights, it will be necessary to see who the parties who agree to an agreement have rights and obligations. That is to see and research how the principle of pacta sunt servanda can be influenced by parties who do not agree in entrusting their rights which is the background to events that have occurred and are often experienced by one of the parties to the agreement, namely the buyer, namely by looking at and studying the contents of the binding agreement. sale and purchase for 7 (seven) days that has been made by a Notary/PPAT, if the right to study is granted there will be an opportunity for questions and answers before the signing takes place.

Furthermore, the buyer has the right to ask in more depth regarding the resolution of the master certificate as proof of ownership from the developer, if the certificate has been transferred and resolved in the name of the buyer before the sale and purchase agreement is signed at the same time as the signing of the credit agreement and can be shown by the developer to be handed over to the buyer before signing the credit agreement. , then the bank will register the certificate to be placed as a mortgage through the land agency and held by the bank as collateral.

That the explanation above is implied, is a simple form of an agreement which should be implemented so that there is a balance between rights and obligations based on the principle of legal certainty for the parties, the economic principle of seeking maximum profits to avoid the smallest risk of loss which is based on a sense of concern about the risk of loss by violating rules, norms, legal principles so that the rights of one party are ignored to cover the interests of the party who does not agree, then economic principles are in conflict with applicable legal rules and norms, especially the principle of freedom of contract.

The background to the birth of this principle is the understanding of individualism which frees everyone to do what they want so that the government cannot intervene, but in practice the principle of law has been defeated by the principle of interests which is not a source of legal rules with the aim of avoiding losses, not justice or benefit. as well as certainty.

It cannot be denied that the current principle of pacta sunt servanda has had a lot of influence from cononic law (jus cannonicus), a maxim originating from the Roman Praetor's Doctrine which respects agreements on the basis of the teachings of the holy commandments which ultimately became the basic concept of the agreement between Jehovah and the Israelites (Jews), failure to obey the covenant was a sin and broke the law.[8]

The Church states that a promise is binding before God regardless of the form of the promise, a violation of an unwritten promise is no more sinful than a violation of a promise made by oath or in writing. All promises whether sworn/in writing or non-sworn/not in writing in the eyes of God are equally binding and must be obeyed.

Law is not something that is sterile, it is true, law is not something that is value-free, law can be influenced by various aspects of human life, law is influenced by the legal culture of society. The attitudes or perceptions of the legal community are influenced, among other things, by religious values, philosophy, education, interests and customs. The birth of a provision which states that parties to a contract are obliged to comply with the agreement they make as implied in Article 1338 of the Civil Code cannot be separated from the underlying philosophical and transcendent values.

According to Paul Scholten, legal principles are the basic thoughts contained within and behind the legal system, each of which is formulated in statutory regulations and judge's decisions regarding provisions and individual decisions that can be made. seen as an explanation.[18] Furthermore, Satjipto Rahardjo emphasized that legal principles are the soul of legal regulations (equality before the law) because legal principles are the broadest basis for the birth or legal ratio of legal regulations. Legal principles will not exhaust their power by giving birth to one legal regulation, but will continue to exist and will give birth to further legal regulations.[19]
The principles of contract law implied in the Civil Code, namely the principle of freedom of contract, the principle of binding as law (Pacta Sunt Servanda), the principle of consensualism (Concensualism) and the principle of good faith (Good Faith).[20] This principle is the binding force of the agreement as befits the law (Pacta Sunt Servanda). This principle is the binding force of the agreement, this is not only a moral obligation but more of a legal obligation whose implementation must be obeyed by the parties to the agreement. As a consequence, judges or third parties may not interfere with the contents of what the parties agreed to. This principle lies in the implementation of the contract itself.

Likewise with the Koran, in Surah Al-Fath verse 10 and verse 18 it is stated that (verse 10) "that those who pledge allegiance to you, in fact they pledge allegiance to Allah, Allah's hand is upon their hands, then whoever violates promise, the consequences of breaking that promise will befall him and whoever keeps his promise to Allah, Allah will give him a great reward." Then in (verse 18) "Indeed Allah was pleased with the believers when they pledged allegiance to you under the tree, so Allah knew what was in their hearts then sent down calm on them and rewarded them with near victory (time) ".

In Islamic law, contracts/promises have a different meaning as we know in western law, based on sharia principles, contracts/promises are sacred and carrying out contracts/promises is a sacred noble duty, Surah Al-Maidah verse 1, reads "O people - Believers, fulfill the aqads. Livestock is permitted to you, except for those which will be recited to you," meaning fulfill your aqad-aqad. Because every agreement (al-ahdu) will be held accountable (Surah Al-Isra,

verse 34).

3.2. *Aceas pacta sunt servanda* can be influenced by parties who do not agree in entrusting their rights

From the problems that have occurred in real practice carried out by developers who deliberately ignore the "pacta sunt servanda principle" in binding agreements for the sale and purchase of commercial housing buildings through home ownership credit, this is nothing new and has happened a lot. Apart from not applying the principle of legal certainty "pacta sunt servanda" it turns out that there are other factors behind the cause of this problem, including;

1. The interest in cooperation between developers and banks as providers of credit facilities is based on mutual interests and efforts to anticipate and minimize the risk of loss, which is based on the economic principle of seeking maximum profits and minimizing losses to the smallest possible extent as well as collaborative efforts in anticipating the risk of losses and possible problems. will happen in the future.
2. The right to study the draft sale and purchase agreement for 7 (seven) days which has been made by a notary/PPAT is not granted, if the right to study is granted there will be an opportunity for questions and answers before signing.
3. The developer does not carry out the obligation to split the master certificate into a certificate in the name of the buyer as a guarantee for property rights which are encumbered with mortgage rights to the bank, after the bank transfers funds to the developer's account for full payment.
4. The developer has received 100% (one hundred percent) payment for the purchase of the house building ordered, which came from; 30% down payment from the buyer and 70% transfer of funds to the developer's account through the bank as the creditor providing the home ownership credit facility on behalf of the buyer as the debtor. Even though according to the regulations, developers are not allowed to withdraw more than 80% (eighty percent) of funds before fulfilling the sale and purchase agreement, but in practice development has not yet been implemented at all 0% (zero percent) or at least 20% (twenty percent) development progress. .
5. The developer does not carry out its obligations in handing over the land and building to the buyer no later than 18 (eighteen) months after the sale and purchase agreement is signed.

Apart from the 5 (five) things which are facts that occurred to complete the factors causing the pacta sunt servanda principle to be implied in the sale and purchase agreement, it can be seen from one of the clauses contained in the sale and purchase agreement between the buyer and the developer which includes one of the clauses. obligations in the agreement that were never agreed upon or became one of the parties to the sale and purchase agreement between the buyer and the developer. However, this obligation clause is one of the obligations that must be fulfilled by the buyer to the developer, which places the developer as the party who has the right to accept obligations from the buyer.

As explained in Article 1338 of the Civil Code, which states that an agreement made between an individual and another individual means that the agreement is a law for those who make it,

indicating that denying the obligations contained in the agreement is an act of breaking a promise or default (principle in civil law).

That the phrase "an agreement is a law for those who make it" is interpreted as a principle which means that legal acts that arise from an agreement between the buyer and the developer are only binding as law between the buyer and the developer, while other parties do not bind themselves. in an agreement or in other words, parties who do not agree in an agreement are not parties.

That the principle of pacta sunt servanda is the principle of legal certainty which provides legal impacts and consequences as well as a balance between rights and obligations for the parties to an agreement without harming the parties who have agreed so that even judges or third parties may not intervene in the substance of the contract agreed upon by the parties. party. Regarding the agreement, it is a law for those who make it, it can be seen from the parties who make it as stated in the identity of the parties as legal subjects, which includes name, age, place of birth, in addition to other things required in Article 1320 of the Civil Code regarding its legal conditions. agreement.

Apart from the scope of Article 1338 of the Civil Code as a broader principle of legal certainty, regarding agreements being the law for those who make them, it can also be seen in Article 1315 of the Civil Code which states that "in general, a person cannot enter into an agreement or agreement other than for himself." " and is implied in Article 1340 of the Civil Code which states that "agreement only applies between the parties who make it, the agreement cannot harm third parties".

So, based on the things explained above, it can be concluded that the developer's actions included one of the obligation clauses in the agreement which was never agreed upon and imposed one of the clauses on the party who did not agree into the sale and purchase binding agreement between the Buyer and the Developer and made one of the obligations that must be fulfilled by the Buyer to the Developer in the Developer's position as a party who has the right to accept obligations from the Buyer is a form of imposition of obligations that is contrary to the principle of freedom of contract and the denial of an agreement that has harmed one of the parties with the aim of not creating legal certainty in the ownership of a house that has been paid in full.

Pay attention to the position of the buyer as the debtor and the bank as the creditor regarding the credit facilities received by the debtor as the buyer to pay off the payment for the purchase of a house by order through a home ownership credit which occurs on the basis of an agreement between the parties as stated in the credit contract agreement with the terms and conditions that have been agreed through rights and obligations followed by the transfer of property rights belonging to the debtor which has been encumbered with mortgage rights as collateral for debt repayment. which derive from ; 30% down payment from the buyer and 70% transfer of funds to the developer's account through the bank as the creditor providing the home ownership credit facility on behalf of the buyer as the debtor.

Even though according to the regulations, developers are not allowed to withdraw more than 80% (eighty percent) of funds before fulfilling the Sale and Purchase Agreement, but in practice development has not been implemented at all 0% (zero percent) or at least 20% (twenty percent) development progress. .

4 Conclusion

The principle of *pacta sunt servanda* can be influenced by parties who do not agree in entrusting their rights, so it will be seen which parties who agree in an agreement have rights and obligations. That is to see and research how the principle of *pacta sunt serv*anda can be influenced by parties who do not agree in entrusting their rights which is the background to events that have occurred and are often experienced by one of the parties to the agreement, namely the buyer, namely by looking at and studying the contents of the binding agreement. sale and purchase for 7 (seven) days that has been made by a Notary/PPAT, if the right to study is granted there will be an opportunity for questions and answers before the signing takes place. which derive from; 30% down payment from the buyer and 70% transfer of funds to the developer's account through the bank as the creditor providing the home ownership credit facility on behalf of the buyer as the debtor. Even though according to the regulations, developers are not allowed to withdraw more than 80% (eighty percent) of funds before fulfilling the Sale and Purchase Agreement, but in practice development has not been implemented at all 0% (zero percent) or at least 20% (twenty percent) development progress. .

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