

ABSTRACT

Law No. 11 of 2011 Article 1 No. 7 mention that house is the building that serves as living quarters habitable, the means of guiding the family, reflecting the dignity as well as an asset to its owner. Sales of residential homes today commonly performed by developers to the pre project selling system. Pre project selling system outlined in the agreement called Perjanjian Pengikatan Jual Beli (hereinafter referred to as PPJB) which is made by developer in the form of standard contract.

PPJB is an agreement between the developer and buyer in pre project selling for selling and buying the house at a later date in accordance with the provisions stipulated in the Indonesian system of land law, upon the terms set forth in the agrarian law has been fulfilled. Meanwhile the transfer of objects namely building and land rights of the developer as a seller to the buyer on the system of pre project selling, occurred after the deed of sale made by PPAT.

This legal research combines statute approach and conceptual approach as well as the approach to case approach, the collection of primary and secondary legal materials is done by means of literature study . The results obtained are the arrangements residential home pre project selling system by the laws of Indonesia and state clause misbruik van omstandigheden by developers in PPJB at pre project selling system.

In the PPJB as a contractual process comprising the step of pre-contractual, contractual and post-contractual there is a state of imbalance between buyers and developer circumstances that give rise to perform misbruik van omstandigheden by developer. It is one form of state will defect because of the mismatch between the will and statement . There are two elements in the PPJB which may indicate misbruik van omstandigheden, namely the element of chance loss and misuse.

Key words: house, PPJB, pre project selling, standard contract, contractual process, misbruik van omstandigheden, loss.