

ABSTRACT

Constitution of the Republic of Indonesia Year 1945, Article 28H paragraph (1) affirmed that every person has the right to live in prosperity, and spiritual birth, residence, and obtain a good living environment and healthy. Housing needs, especially in big cities like Bandung continues to increase while the supply of land is very limited, and the location of the land that is not allowed to build housing in large quantities. In Act No. 20 of 2011 on the Flats, construction of flats expected to encourage urban development as well as a solution to improve the quality of settlements. Thus arises the sale and purchase of apartments in a message first, the developer will give prior arrangement in the binding sale and purchase agreement (SPA) on unit apartment. Should the developers to perform its obligations is to do the handover of ownership of an apartment unit that has been paid by the prospective buyer, but the developer in this case does not meet its obligations and has been in default. Based on the above background, the author discusses the problem: Procedure Sales and Purchase Agreement between the developer with the prospective buyer unit Apartment Jarrdin, PT Amazed Karya Husada do Defaults in the Agreement Binding Offers to buy unit Apartment Jarrdin and deliberations of the judge in case of default sales unit apartment by Decision of the Commercial Court No. 20 / Pdt.Sus / PKPU / 2013 / PN.NIAGA.JKT.PST.

In accordance with the problems and goals of the research, the nature of this research is descriptive analysis is to describe and analyze the issues that will be raised by way of judicial approach nomatif, then the data were analyzed by qualitative normative juridical methods.

From the research to know the procedures used by PT Karya Husada awe as the Sellers to prepare a Preliminary Accreditation Procedures in the form of documents or purchase Based on the Ministry of Housing No. 11 / KPTS / 1994 on Guidelines for the Sale and Purchase Engagement Unit Flats. In the implementation of PPJB Apartment Jarrdin PT Karya Husada of Default awe in the form of fulfilling accomplishment but are not timely complete the construction of apartment units late Jarrdin agreed on PPJB Apartment Jarrdin Article 5 (1) that Rusunami will be submitted to the SECOND PARTY in June 2012. With Decision of the Commercial Court at Central Jakarta District Court Number; 20 / PDT.SUS / PKPU / 2013PN.Niaga.jkt.pst PT Karya Husada Amazed declared in a state PKPU. PKPU discharge decision making PT Karya Husada Amazed Peace to file an application with all obligations. The judge accepted the petition peace agreement between PT. Amazed Karya Husada and its creditors, that was declared effective peace made between PT Karya Husada amazed with creditors in a state PKPUS.

Keywords: Agreement, Sell-Buy, Default