



DISPUTE RESOLUTION BETWEEN PT. ALAM PRIMA RIAU WITH LAND OWNERS IN AN AGREEMENT FOR SHARING THE RESULTS OF SRI PALAS PRIMA HOUSING DEVELOPMENT COOPERATION IN PEKANBARU

Zulfikri¹, Rio Munas Suseno²

^{1,2}Faculty of Law, Universitas Islam Riau Pekanbaru

Article Info

Received: 01/02/2024

Accepted: 11/04/2024

Keywords:

Build Sharing Agreement,
Default, Dispute.

Abstract

This study discusses the two parties, namely the land owner and the developer who wishes to build a place to live in a house which is reached by entering into a production sharing agreement. The contents of the agreement agreed upon by both parties are that the land owner is willing to hand over the land and its certificate of ownership and transfer the name to the developer and share the results of the building with the land owner. but in the middle of the agreement the landowner's family did not agree to the agreement and wanted to cancel the agreement unilaterally and asked for the certificate of land ownership back, but this was a certificate of land ownership that had not been returned by the developer, the land owner reported the developer on suspicion of embezzlement land certificate to the police. Have a problem formulation that explains how the conflict of agreements for the results of cooperation in building houses at PT. Alam Prima Riau with land owners in Pekanbaru and how to resolve conflicts that arise between owners of cooperation with PT. Alam Prima Riau in a development agreement with a land owner in Pekanbaru. This research uses the empirical method or also known as the sociological approach which has the nature of descriptive analysis. Data collection in this study was obtained through interviews and documentation with the developer, namely PT. Alam Prima Riau, land owner and notary public, was then analyzed using a descriptive analytical method with a deductive mindset. The results of the study concluded that the implementation of production sharing agreements on land rights between landowners and developers is to hand over or provide land and SHM of land to the developer as the executor of housing development to build a number of houses on the landowner's land. And in the implementation of the Production Sharing Agreement it did not work as it should. The causal factor is the landowner's family who do not agree to carry out the process of returning the name of the land certificate to the developer. The settlement is through mediation by resolving it by deliberation which then carries out a peace deed involving a notary as a mediator.

This is an open access article under the [CC BY](#) license.



Corresponding Author:

Zulfikri

Email: zulfikripohan@law.uir.ac.id

INTRODUCTION

As the current era develops, Indonesia's population grows. People require a place to live, which has resulted in a significant public demand for housing and buildings, particularly in Indonesia's expanding cities. The need for land to build houses will inevitably increase as the

population grows, particularly in large cities, as a result of population growth and urbanization, but the land shortage will become increasingly severe. One of the challenges to achieving Indonesia's national aspirations is establishing a just society and prosperity based on Pancasila and the 1945 Constitution. In other words, it seeks to provide equal internal and exterior satisfaction to Indonesian citizens. Justice as a citizen. In terms of development, Article 28H of the 1945 Law governs the constitutional right to housing as follows: "Everyone has the right to live in physical and spiritual prosperity, to have a good and healthy living environment, and to receive health services."

There are two ways to buy a house: with cash and credit.

It is regarded as extremely difficult for low-income individuals to own a home. As a result, many people prefer to finance their home purchase. Purchasing on credit is tough for low-income individuals. In this situation, the government provides low-income people with housing subsidies that are affordable and paid in installments. A credit system is a payment method that allows you to buy a house in installments until you pay it off. Buying on credit makes it easier for people to acquire a property because they don't have to pay the full price. A contract must meet the conditions given by law to be valid, and some contracts require formalities to be carried out, therefore if a contract is binding on the parties, it is legal action.

This is governed by law, namely the contract for the transfer of land rights. Ownership of real estate can be transferred from one party to another by legal proceedings such as sale. As you are aware, individuals want to own a building to live in, whether it is a house or a shop, and this occurs in a variety of ways. A contract is one technique to acquire ownership of a home or business. Contracts can take many forms, including a share-building contract.

A house-sharing agreement is a type of collaboration to meet life's necessities that stems from the behaviors of the individuals who engaged in it. This profit-sharing arrangement exists as a result of the spread of the profit-sharing habit throughout society. A development agreement is based on an agreement between two or more parties who intend to participate in a business activity, with the outcomes shared by the agreement's terms. This construction participation or profit-sharing agreement does not include any specific clauses. Therefore, the provisions of the Civil Code, especially Book 3 of the Civil Code, make agreements regulated by existing general rules, especially the rules governing engagement. agreement by everything. The possessions and obligations bestowed upon them must be honest. A breach of contract happens when these rights are not satisfied, the agreed-upon rights and obligations are not met,

or the contract is not carried out. Default refers to a party's failure to perform as promised under a contract, including delays in carrying out the contract or providing services later than agreed.

According to Article 1365 of the Civil Code, a person who does unlawful conduct must compensate for losses incurred by his negligence. To sue for an unlawful act, you must prove four factors.

In a construction contract, one of the parties may fail to perform its rights and obligations, resulting in losses, in which case the party responsible for the loss can be sued. Claims can be filed either during contract execution or after contract cancellation. According to the Civil Code, people are allowed to engage in contracts but must adhere to them.

Based on initial observations made by researchers by requesting research data from PT. Alam Prima Riau found a problem in the area where the land owner's family did not permit the company to change the name of the land owner to the name of the company owner for building use rights, I found out there was. This was stated in the house construction contract with Notary Asep Sudrajat (SH)., MKN. The property owner violated Article 7(b), which explains the reduction of ownership rights to Building Use Rights, Purchase Tax (BPHTB), Confirmation of the Sale and Purchase Deed, and Transfer of Ownership Rights; this contract is paid by the second party/company PT. Prima Riau Nature. However, in actuality, the property owner reported this to the authorities and the builder/developer, claiming that the housing project was halted owing to the misuse of real estate papers. At the agreement stage to take over the outcomes of the housing development collaboration, the firm or developer PT. Alam Prima Riau and the property owner employed the 4:1 Division Law before notary Asep Sudrajat SH.Mkn and signed the contract. This means that three buildings that are built belong to the developer or development company and one building that is built belongs to the real estate owner as intended in Article 3(a) and (b).

As explained in Section 3(a), the first party receives a share of one housing unit for every four units built by the second party, and in Section 3(b), the second party: For every 4 units, you receive a share of 3 housing units. A unit that builds secondary parties. The first part above will be received in the form of money and the parties agree that each first part of the house unit will be worth IDR 90,000,000 at the time of redemption (per unit), a total of approximately IDR 2,880,000,000, then the first party receives a cash loan of IDR 300,000,000 from the second party to carry out the construction of the house, and this amount is received by the first party from the second party in the following manner:

I. Before this deed was signed, IDR 100,000,000 was received.

II. IDR 200,000,000, after signing this document you will receive a separate receipt (receipt) for each receipt of money which is an inseparable part of this document.

The rights and obligations of the parties are as follows:

The rights and obligations of the parties are as follows:

Based on Article 3a, the first party has the right to obtain one housing unit for every four housing units built by the second party, and you are required to submit the documents required for a building construction permit (IMB). Reduction of rights. The building usage rights and ownership rights will be transferred to a third party following Article 7. However, as stated in Article 3(b), the second party is entitled to 3 housing units for every 4 units that it builds. Additionally, the second party is entitled to provide drilled wells, electricity connections, and other necessary infrastructure. If the construction of the house is not completed, they must also provide proof of utility bills, other relevant documentation, and the Building Separation Permit (IMB), which is governed by Article 5. Furthermore, as stipulated in Article 9, the second party has 24 months from the day the implementation permit (IP) is obtained to finish building the residence by the mutually agreed upon parameters. Based on a study by the researcher of the agreement signed by the landowner, PT. Alam Prima Riau, in the presence of Notary Asep Sudrajat SH.Mkn. Article 3 letters a and b serve as the foundation for the contract in use. Since each party receives their share in accordance with the terms of the contract, no party is at a disadvantage. Researchers can make sure that the agreement made by PT Alam Prima Riau is honored and that the property owner meets before Notary Asep Sudrajat SH based on the findings of observations and interim conclusions produced during research. The developer was charged by Notary Asep Sudrajat (SH.Mkn) for abusing property documents. This demonstrates the discrepancy between the ideal and actual states of affairs.

The author would wish to do additional research in light of the given synopsis or explanation. The author believes that the land in Pekanbaru, which is held by PT. Alam Prima Riau can provide more insight into the cooperative housing construction conflict resolution process there. Recently, researchers were interested in studying how production sharing cooperation agreements were implemented and what efforts were made to complete them, thus adding the title "Dispute Settlement Between PT. Alam Prima Riau with Land Owners in the Profit Sharing Agreement for the Sri Palas Prima Housing Development Collaboration in Pekanbaru."

Based on the above description and background, and in order not to obscure the research conducted, the author limits the formulation of the problem in this research to the following:

a. How is the Conflict in the Profit Sharing Agreement for Home Construction Collaboration at PT. Alam Prima Riau with land owners in Pekanbaru?

b. What are the efforts to resolve conflicts that arise between the owners of the collaboration with PT. Alam Prima Riau in Development Agreement With Land Owners in Pekanbaru?

RESEARCH METHODS

The type of this observation is categorized as empirical techniques, as well as forms of observation using field data such as interview results as the main source. Empirical research is used to analyze laws. Law is defined as structured social conduct in people's lives that continually interacts and relates to social contexts. The nature of this study is descriptive. The purpose of this research is for the author to present an account of the construction contract for one of Pekanbaru's housing complexes, Sri Paras Prima Housing, from a private perspective. According to Mely G Tam, the goal is to create shortcuts to the characteristics of an individual, situation, group, or perhaps special symptoms, to understand the similarities and distribution of symptoms, as well as to discover the relationship between these symptoms and other societal symptoms, to determine the existence of a certain relationship.

This research was conducted at PT. Alam Prima Riau, St. Blackwater No. 7 Sungai Shivam, Payung Sekaki Sub District, Pekanbaru City, Riau Province.

This location was chosen because the complex uses a build-to-are contract as a contract between parties in building the condominium.

Research Findings

I. Conflict over the Profit Sharing Agreement for House Construction Collaboration at PT. Alam Prima Riau with land owners in Pekanbaru

As a responsible housing developer, PT. Alam Prima Riau acquires the land from the property owner. The property owner supplies the land/land for the construction of the house, and PT. Alam Prima Riau and the property owner agree to build a house on the land/land. The parties enter into a construction-sharing agreement.

The legal relationship between PT. Alam Prima Riau and the property owner are established through the implementation of the building-sharing agreement. This effectively indicates the existence of a type of legal conflict between the two parties, notably an agreement on joint ownership of a building for the construction of a house. Other examples include an agreement to split the earnings from the construction of a

house. The construction sharing agreement between PT. Alam Prima Riau and the Land Owner are signed in a standard form or before a Notary. The purpose of entering into a standard agreement is to reinforce and clarify the rights and obligations of the parties involved. Many people build them because land prices do not fall and they generate a solid income for landowners. Signing a construction contract for a development site will provide future benefits to the property owner. On the other hand, developers can use the PT. Alam Prima Riau development contract, which does not require large capital to purchase land because the development contract is with PT. Alam Prima Riau has time to pay off the property purchase debt by building an apartment and sharing the proceeds with the property owner. Developers do not need large costs to buy land, so they can work on projects without having to worry about large costs. On the other hand, the disadvantage of a construction contract for the property owner is the loss of rights against the developer, however, the developer's loss in this construction contract is very small, and the property he desires causes problems (disputes).

According to Article 1313 of the Civil Code, a construction contract is formed in such a way that the parties who make promises in it are bound and have a relationship. A promise is defined in Article 1313 of the Civil Code as "an act in which one party promises to another party, or both parties promise each other to carry out a certain thing".

Production-sharing agreements are the result of an agreement between the developer and the property owner.

Article 1233 of the Civil Code regulates that a contract is made based on an agreement or law. Therefore, an agreement is formed when both parties promise and agree to do something according to the agreement. Based on the promises made to each other in a construction contract, the parties have their respective rights and obligations, especially regarding the implementation of obligations and the transfer of rights to each party in accordance with the provisions of Article 1234 of the Civil Code.

Once a contract has been lawfully concluded, it can only be canceled with the consent of both parties or for legally recognized grounds. A construction contract must meet the standards for a legitimate contract under Article 1320 of the Civil Code, which specifies four conditions for a valid contract:

a. There is an agreement between the parties to a contract. To obtain an agreement, both parties must transmit it without compulsion, pressure, or inaccuracy on the side of either. If there is duress or fraud, the contract is effectively null and void.

b. The party agreeing must be competent to act and have legal capacity, or at least of legal age and sane. The Civil Code defines adulthood at 21 years for men and 18 years for women. The law regards maturity not just as a function of age, but also of physical and mental well.

c. If there is a specific purpose, or if it is very clear, then the contract must have a purpose that already contains a clause when the contract is made. A contract is null and void if it promises something that does not yet exist or will exist in the future.

d. Because we are a halal certification body, halal reasons are required in the contract. A contract is considered invalid if there is no halal reason or there is a reason that is prohibited or false and is not legally binding (Hadisoeparpto, 2005, p. 40).

II. Efforts to resolve conflicts that arise between the owners of the collaboration with PT. Alam Prima Riau in Development Agreement with Land Owners in Pekanbaru

Out-of-court dispute resolution is on the rise, especially in the business world. Therefore, a definite license is needed, such as Law Number 30 TA.1999 concerning arbitration and dispute resolution. However, this law does not provide detailed and clear regulations regarding a short way to resolve problems other than arbitration. Law Number 30 TA 1999 regulates the resolution of disputes, possibly disputes between groups, with special rules and regulations and regulates that disputes or disputes arising from a legal relationship must go through arbitration or a process outside the court to be resolved through dispute resolution.

If a default occurs because members of the group, creditor or debtor, refuse to comply with the terms of the contract agreed upon by each other, then one of the people who is unlucky because of the default can sue or file an objection which is resolved through advice (not in court).

The benefits of resolving payment failures out of court are greater because they take less time and do not require litigation costs. Settlement outside of court only requires the presence of both parties and the resolution of the problem through negotiation and agreement.

The parties cannot extend the construction contract for a home development unless they have resolved their misconceptions by a mutual acceptance agreement in the form of an explanatory statement signed before a notary. However, because the study focuses solely on the settlement carried out by both parties, this conclusion does not go any further into the function of Notaries in resolving disputes.

The building contract cannot be continued because both parties agreed to sign a peace agreement in front of a notary. The contract between the developer and the property owner is formed by mutual deliberation. The parties then discussed how to address the issue through a peace agreement, and the landowner agreed to return IDR 150,000,000.00 in production-sharing compensation to the second party, as stated on the receipt. In addition, the second party will withdraw the first party's complaint report, the developer will return the Land Ownership Certificate (SHM) to the land owner, and the land will revert to the land owner. With this peace agreement, the parties announce the termination of the apartment profit-sharing arrangement before a notary.

DISCUSSION

Review of the Definition of Land and Land Rights

I. Land Definition

In land law, the term "land" is used in the legal sense, as defined by the Utilitarian Land Law (UUPA). The Basic Agricultural Law (UUPA) states in Article 4 that "based on state control rights in Article 2, there are various kinds of land rights called land, which are owned by the people alone or jointly with other legal entities."

From the explanation above, it can be seen that land is the surface of property in the legal sense. The definition of land area is a portion of the country that can be owned by individuals or legal entities.

As a result, laws derived from the laws of the earth's surface, such as buildings and items found on the earth's surface, are subjects of regulation. The legal problem at hand is the application of principles based on previous relationships.

II. Land rights

Land handed over to the people and whose owners have rights under the Land Law (UUPA) must be used or developed. Land rights are those that grant someone the right to use or enjoy land within the boundaries of that right.

Article 16 of the Basic Agricultural Law (UUPA) regulates several ownerships based on Article 4 of the Basic Agricultural Law, among others, including:

1) Ownership Rights, 2) Business Use Rights, 3) Building Use Rights, 4) Use Rights, 5) Rental Rights, 6) Vacant Land Use Rights, 7) Rights to Collect Forest Products

Other rights that are not included in the rights above are determined by law, as are temporary rights, as stated in Article 53 of the UUPA. These rights include temporary land rights:

1) Mortgage rights, 2) The right to run a business with profit sharing, 3) The right to survive, 4) The right to agricultural rent

b. Dispute Overview

I. Definition of Dispute

Conflict is a situation where one party feels disadvantaged by another party and conveys his dissatisfaction to the other party. When there is a dispute in a situation, what is called a fight occurs. In the legal context, especially contract law, a dispute is understood as a dispute that arises between the parties due to a partial or complete violation of the agreement stated in the contract. In other words, there was a breach of contract by the parties or one of the parties.

According to Nurmianingsih Amriani, a dispute emerges between parties to an agreement as a result of one of the parties' failure to implement the agreement. Takdir Rahmadi said the same thing. In other terms, conflict or controversy is a scenario or condition in which people have de facto disagreements with one another or perceive disagreements to exist. As a result, a dispute refers to a disagreement between two or more parties who have differing viewpoints or that may emerge as a result of the negligence of one or more of the parties to the agreement.

II. Reasons Conflict Arises

The following are the causes of conflict:

1) Bargaining as the basic reason

Bargaining explains that problems arise due to differences between parties. Supporters of this material suggest that to resolve the problem, the parties must separate their areas of self-interest from the conflict and negotiate based on their desires, not based on entrenched premises.

2) Folk relations theory

Social relations theory highlights the presence of distrust and competitiveness among groups in society. Adherents of this philosophy argue that fixing difficulties is achieved by improving camaraderie and understanding among those who are experiencing problems, as well as by

building mutual understanding so that society becomes more open to other varieties. I'll suggest a solution.

3) Self Data Theory

This theory explains that conflict occurs because a group of people feel that their data is threatened by another party.

4) Cultural dispute theory

According to the theory of intercultural misunderstanding, conflict emerges as a result of communication mismatches between persons from various cultural backgrounds.

c. Overview of Dispute Resolution Methods

I. Dispute Resolution Through Litigation

Litigation is a legal conflict resolution process in which all parties involved in a disagreement appear in court to defend their rights. The end outcome of court-based dispute resolution is a decision indicating the resolution's success.

The process of resolving problems is legal and systematic, and it often results in promises of losing or winning, the emergence of new problems, inadequate settlement, large costs, refusal to respond, and group conflict. The scenario prompts people to investigate their overseas options, which include addressing the issue through legal means. Dispute resolution outside of court is referred to as "alternative dispute resolution" (ADR).

II. Dispute Resolution Through Non-Litigation

We are aware of Alternative Dispute Resolution (ADR), which is the process of settling disputes outside of court as governed by Law Number 30 of 1999 about Arbitration and Alternative Dispute. A solution agreed upon between parties that overrides the justice system. Dispute resolution in legal disputes. "Alternative Dispute Resolution Mechanism" is a translation of "Alternative Dispute Resolution" for the first time being preserved in the United States. The advent of alternative dispute resolution is primarily a response to complaints, and it entails issues of time, money, and cargo to resolve the matter definitively. Recently, there has been a debate over easy ways to settle problems that have become increasingly contentious; it is necessary to seek solutions to the backlog of problems in the courts and the Supreme Court. There are various shortcuts for conflict resolution, including:

1) Arbitrage

Article 1 paragraph (1) of the Arbitration Law and easy way to resolve disputes Number 30 of 1999 states that arbitration (arbitrator) is a method of resolving civil disputes outside the general court based on a written arbitration agreement between the parties claiming.

Arbitration is used to anticipate new or developing disputes that cannot be resolved through negotiation/consultation or third parties and to avoid dispute resolution that takes a long time by a judicial body.

2) Negotiation

Negotiation is the most straightforward and cost-effective method of resolving disagreements. However, participants in disagreement frequently fail in negotiations because they lack knowledge of negotiation strategies.

3) Peace

Peace is mainly about negotiating with a third party who has experience dealing with peace norms and can also help coordinate actions in a conflict situation to make the negotiation process more productive. Peace is an effort to resolve disagreements between parties peacefully through the use of a neutral mediator who does not make choices or draw conclusions on behalf of the parties, but rather serves as a moderator, guiding discourse between parties in an open environment.

Exchange opinions in good sincerity and come to an agreement.

4) Conciliation

Making peace differs from arbitration in that it relies on third-party assistance for the parties involved in the conflict.

Arbitration provides advice to conflicting parties, whereas reconciliation attempts to bring the parties to an agreement. Furthermore, some varieties of peace require more superficial (and forced) actions by wicked people, imply a desire for specific standards, and provide educational help to one or more impacted individuals.

CONCLUSION

Based on the explanation in the previous chapter, we can conclude as follows:

a. Regulations governing the establishment of co-ownership agreements including property rights between real estate owners. In other words, transferring or donating land/land to the developer serves the purpose of creating housing, allowing multiple houses to be built on the surface of the property owner's land/lot. According to the agreement, the property owner will receive a portion of the revenues from the housing development in the form of housing units and real estate developers. A person who, by mutual agreement, sells a house, earns a certain amount of money, and becomes the executor of a house built on someone else's property. The implementation of a profit-sharing agreement on land ownership, or the promise of profit

sharing for the construction of housing in Pekanbaru City made between the land owner and the developer, is a mutual agreement, so the land owner's obligations are the developer's rights and obligations. The developer is the rightful owner of the land.

The implementation of the construction share agreement did not go as planned. The property owner did not take the necessary measures to transfer the name on the property certificate to the developer because the property owner's family refused to accept and unilaterally canceled the contract. However, the developer refused to accept this and delayed issuing the property ownership certificate to the property owner. As a result, the property owner requested and reported the return of the Property Ownership Certificate (SHM) to the developer, which had not been returned owing to alleged misappropriation. If a building contract is not followed, the dispute will be handled through mediation by a notary and negotiations. The parties' selected settlement mechanism for the property owner's failure to meet their duties through mediation is to conduct a notary settlement in which the parties consider the best settlement approach and explain the legal repercussions and losses. Both parties were affected, and the owner's complaint was withdrawn. The property was transferred to the developer following the alleged misuse of property documents, and the developer returned the previously recorded property owner's SHM. Additionally, both parties decided to sign a peace treaty.

REFERENCES

I. Books

- Adi, R. *Aspek Hukum Dalam Penelitian*. Yogyakarta: Yayasan Pustaka Obor Indonesia, 2015.
- Amiruddin. *Pengantar Metode Penelitian Hukum*. Jakarta: PT. Raja Grafindo Persada, 2013.
- Aswarni Adam Dan Zulfikri, *Prinsip-Prinsip Dasar Sistem Hukum Indonesia*, Alaf Riau, 2006.
- Buku Tanya Jawab Perma No.1 Tahun 2008 Tentang Prosedur Mediasi Di Pengadilan, 2008
- Fuadi, M. *Hukum Kontrak (dari sudut pandang hukum bisnis) Buku Kesatu*. Bandung: Citra Aditya Bakti, 2001.
- Hadisoeparpto, H. *Pokok - Pokok Perjanjian dan Hukum Jaminan*. Yogyakarta: Liberty, 2005.
- Hilman syahrial haq, *Mediasi komunitas sebagai alternative penyelesaian sengketa* Bandung: Citra Aditya Bakti, 2003
- H.S, S. *Hukum Kontrak dan Teknik Penyusunan Kontrak*. Jakarta: Sinar Grafika, 2006.
- Ismaya, S. *Hukum Administrasi Pertanahan* . Yogyakarta: Graha Ilmu, 2013.
- Johnny Ibrahim, J. E. *Metode Penelitian Hukum Normatif dan Empiris*. Depok: Prenada Media Group, 2016.
- Kallo, E. *Pendahuluan Hukum Untuk Pemilik/Penghuni Rumah Susun*. Jakarta: Minerva Athena Presindo, 2009.
- Mardawani. *Praktis Penelitian Kualitatif Teori Dasar dan Analisis data dalam Perspektif Kualitatif*. Yogyakarta: CV. Budi Utama, 2020.
- Maskur Hidayat, *Strategi & Taktik Mediasi Berdasarkan Perma No.1 Tahun 2016 Tentang Prosedur Mediasi Di Pengadilan*, PT Kharisma Putra Utama, Jakarta, 2016
- Mertokusumo, S. *Mengenal hukum Suatu Pengantar*. Yogyakarta: Cahaya Atma Pusaka, 2010.
- Miru, A. *Hukum Kontrak (Perancangan Kontrak)*. Jakarta: Radja Grafindo Persada, 2007.
- Miru, A. *Hukum Kontrak dan Perancangan Kontrak*. Jakarta: Rajawali Pers, 2014.
- Muhammad, A. *Hukum Perdata Indonesia*. Jakarta Barat: PT. Citra Aitya Bakti, 2014.
- Munir Fuady, *Arbitrase Nasional (Alternatif Penyelesaian Sengketa Bisnis)*. Bandung: Citra Aditya Bakti, 2003.
- Musjtari, M. P. *Penyelesaian Sengketa Wanprestasi Akibat Keterlambatan Pelaksanaan Perjanjian Konstruksi Bangunan*. *UIR Law Review Volume 03, Nomor 02*, 43, 2019.

- Nurmaningsih amriani, *Mediasi alternatif Penyelesaian Sengketa Perdata di Pengadilan, PT Raja Grafindo Persada : Jakarta, 2012*
- Patrik, P. *Dasar - Dasar Hukum Perikatan*. Bandung: Mandar Maju, 1994.
- Prodjodikoro, W. *Azas - Azas Hukum Perjanjian* . Bandung: Mandar Maju, 2000.
- Prodjodikoro, W. *Azas - Azas Hukum Perjanjian* . Bandung: CV. Mandar Maju, 2011.
- Santoso, L. *Hukum Perjanjian Kontrak*. Yogyakarta: Penerbit Cakrawala, 2012.
- Santoso, L. *Hukum Perjanjian Kontrak Panduan Memahami Hukum Perikatan dan Penerapan Surat Perjanjian Kontrak resiko Wanprestasi dan Keadaan Memaksa, Urgensi Perjanjian dalam Aktifitas Bisnis*. Yogyakarta: Cakrawala, 2012.
- Santoso, U. *Hukum Perumahan*. Jakarta: Kencana, 2014.
- Santoso, L. *Hukum Perjanjian Kontrak Panduan Memahami Hukum Perikatan dan Penerapan Surat Perjanjian Kontrak resiko Wanprestasi dan Keadaan Memaksa, Urgensi Perjanjian dalam Aktifitas Bisnis*. Yogyakarta: Cakrawala, 2014.
- Sinaga, B. *Hukum Kontrak dan Penyelesaian Sengketa dari Perspektif Sekretaris*. Jakarta: PT. Raja Grafindo Persada, 2005.
- Sodik, s. S. *Dasar Metodologi Penelitian*. Yogyakarta: Literasi Media Publishing, 2015.
- Sri, L. V. *Pelindung Hukum Bagi Konsumen Rumah Tapak dalam Kontrak Jual Beli Berdasarkan Perjanjian Pengikatan Jual Beli*. Surabaya: CV. Jakad Media Publishing, 2020.
- Subekti. *Hukum Perjanjian*. Jakarta: Pradnya Paramita, 1998.
- Sugono, B. *Metodologi Penelitian Hukum*. Jakarta: PT. Raja Grafindo Persada, 2004.
- Susanti adi Nugroho, *Penyelesaian Sengketa arbitrase Dan Penerapan Hukumnya*.
- Suharnoko. *Hukum Perjanjian Teori Dan Khusus Analisa Kasus*. Jakarta: Kencana Prenanda Media Group, 2004.
- Syafrinaldi. *Buku Panduan Penulisan Skripsi*. Pekanbaru: UIR Press 2017. Widaningsih, A. *Aspek Hukum Kewirausahaan*. Malang: POLINEMA PRESS, 2018.
- Takdir Rahmadi, *Mediasi Penyelesaian Sengketa melalui pendekatan mufakat Rajawali Pers, Jakarta, 2011*
- Yani, G. W. *Jaminan Fidusia*. Jakarta: PT. Raja Grafindo Persada, 2001.

Yahya Harahap, *Kekuasaan Mahkamah Agung Pemeriksaan Kasasi Dan Peninjauan Kembali Perkara Perdata*, Sinar Grafika : Jakarta, 2008

Zulfikri Toguan, *kepastian Hukum Perjanjian Jual Beli Rumah Menurut Hukum Syariah*, Tamankarya, Pekanbaru, 2018.

Zulfikri Toguan, *Hukum Pasar Modal*. Pekanbaru. Taman Karya, 2020.

Zulfikri Toguan, *Urgensi Hak Kekayaan Intelektual (HKI) Bagi Dunia Usaha*. Pekanbaru, Taman Karya, 2021.

II. Law Regulations

Undang-Undang Dasar Negara Republik Indonesia 1945, Penjelasan Umum.

Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek voor Indonesie) pasal 1338

Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek voor Indonesie) pasal 1233