

The Legal Protection for the Creditors as the Holders of the Mortgage Rights Towards the Buildings Rights Over the Managements Rights

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Abstract--Based on the research results, it can be concluded that (1) The process of making a Land Use Agreement does not fulfill the principles of justice and legal certainty for the parties. (2) The transfer of rights to the object of the Building Use Rights on the land of the Management Rights is not in accordance with Government Regulation Number 40 of 1996 concerning Business Use Rights, Building Use Rights and Land Rights because it is not equipped with written approval from the Management Rights Holder. (3) Execution of Building Use Rights collateral on Management Rights land cannot be carried out because the bonding process of mortgage rights is not in accordance with State Minister for Agrarian Circular Letter Number 630.1-3433 dated 17 September 1998. In order to realize legal protection for creditors who hold Mortgage Rights for Building Use Rights on land with Management Rights, things that need to be considered are (1) Ensuring that the Land Use Agreement has fulfilled the principles of justice and legal certainty and must standardize the regulated Land Use Agreement. in written regulations. (2) In the transfer of rights must pay attention to article 34 paragraph (7) Government Regulation Number 40 of 1996 (3) In binding mortgage rights, the creditor must ensure that the term of the Land Use Agreement is the same as the period of Building Use Rights, and there must be approval written from the Management Rights Holder.

Keywords- Building Use Rights; Management Rights; Mortgage Rights

I. INTRODUCTION

Developing countries in general and Indonesia in particular need economic, social and legal development. Of course, they need development in the economic sector where banking institutions are required to become media in national development.[1] Bank as one of the financing institutions that helps the smooth running of the

debtor's business through loan money in the form of credit which has the main function in supporting economic growth. The provision of credit made by the Bank as a financing or financial institution should receive legal protection for creditors and recipients, as well as for related parties to receive protection through a legal guarantee institution for all interested parties. In the development of lending activities, Banks need guarantees for repayment of credit, so it is necessary to set up a credit guarantee institution capable of providing legal certainty and protection, both to creditors and credit recipients.

In granting credit facilities, a sufficient credit guarantee is required economically and juridically sound, because the debtor's financial condition may unexpectedly be in a situation of being unable to pay his loan installments (bad credit). If this happens, then the guarantee is expected to guarantee the repayment of debtor's credit. One form of credit guarantee is a guarantee of land rights which is regulated in the Basic Agrarian Law.

According to Van Vollenhoven, the source of state power over natural resources (including land) is because the state is given the power to regulate everything and the state based on its position has the authority to make legal regulations. [2] The Basic Agrarian Law is the juridical basis for regulating

land issues in Indonesia. In the Basic Agrarian Law It regulates various land rights, including land rights that are permanent in nature, namely Property Rights, Business Use Rights, Building Use Rights, Land Use Rights, Land Opening Rights, Building Lease Rights, and Forest Product Collecting Rights. Furthermore, the Basic Agrarian Law explains temporary land rights, namely Pawning Rights (Land Pawn), Production Sharing Business Rights (Production Sharing Agreements), Passenger Rights, and Agricultural Land Lease Rights. Basic Agrarian Law also describes land rights that will be stipulated by law, including Management Rights which are part of the State's Right to Control which part of the authority is delegated to holders of Management Rights. [3]

The Right to Control the State, namely a formal authority or authority that exists in the State and gives the State the right to act, either actively or passively, in the field of State governance. In other words, the state's authority is not only related to the authority alone, but also includes all powers in the framework of carrying out its duties. [4]

Regarding the authority granted to holders of Management Rights, whether the Ministry, Local Government, or Management Rights granted to companies, there is no difference in authority, which includes planning the designation and use of the land concerned, using the land for the purposes of carrying out its duties and handing over parts the land is for third parties according to the requirements of the holder right as regulated in Article 2 paragraph (2) of the Basic Agrarian Law.

In practice the holders of the Management Rights transfer their obligations to third parties, such as the creation of a Management Rights Certificate, the evacuation of squatters is borne by the third party, which is included in the clause of the

cooperation agreement, so that roles are needed. Notaris in placing the rights and obligations of Management Rights holders and Third Parties in accordance with the principles of a balanced agreement and in good faith. Juridically, the position of the Third Party is only the "hitchhiking" party, such as the holder of temporary land rights due to its limited nature.[5]

Credit guarantees in the form of Building Use Rights on Management Rights land must be considered by the creditor, this is intended so that the guarantee can provide legal protection. Building Use Rights on land. Management rights can be encumbered with Mortgage Rights, in accordance with the provisions in Law No. 4 of 1996 concerning Mortgage Rights on the land and objects related to the land.

Regarding the consequences as a result of the imposition of Mortgage Rights for Building Use Rights which are located on the land of the Management Rights, regarding the possibility of transferring the Building Use Rights above the Management Rights land to a Third Party in the context of executing the Mortgage, namely if the debtor is unable to pay off the debt guaranteed by the Mortgage Rights. This is confirmed in the Circular of the Minister of Agrarian Affairs / Head of the Land Agency Number 630.1-3430 dated 17 September 1998 which states that because the execution of the Mortgage results in the Building Use Rights being transferred to another party, the imposition of the Mortgage Rights requires approval from the Management Rights holder for the transfer of these rights. in the framework of execution of Mortgage Rights. Furthermore, as regulated in Article 34 paragraph (7) Government Regulation No. 40 of 1996 about Business Use Rights, Building Use Rights and Land Rights, transfer of Building Use Rights above Management Rights land also

requires written approval from the Management Rights holder. The need for written approval from the Management Rights Holder in practice has become an obstacle in extending credit and executing collateral in the form of Building Use Rights on land under Management Rights, which is also directly detrimental to creditors and debtors.

II. PROBLEMS

Based on the background described by the authors above, the problems to be examined in this study are:

1. What is the position of the Management Rights Land Use Agreement between the Third Party and the holder of the Management Right regarding the issuance of Building Use Rights on land with Management Rights?
2. How is the implementation of the transfer of land rights through sale and purchase and binding of Mortgage Rights to Building Use Rights on land with Management Rights?
3. What is the ideal concept of legal protection for creditors who hold Mortgage Rights over the Land Use Rights Management if the debtor is in default?

III. RESEARCH METHOD

The research method used is normative-empirical legal research (applied normative law) by examining the implementation or implementation of positive legal provisions (legislation) and contracts factually on certain legal events that occur in society. The type of data in this study consisted of primary legal materials and secondary legal materials obtained by data collection techniques in the form of literature study and interviews. The data

analysis used is quantitative analysis that uses data as an empirical basis in answering the problem formulation or testing the research hypothesis.

IV. DISCUSSION

A. Position of Land Use Agreement Management Rights Between Third Parties and Management Rights Holders Regarding the Issuance of Building Use Rights Above Management Rights Land

The issuance of a Management Rights Certificate results in the holder having authority that is external in nature, namely handing over parts of the Management Rights land to a third party and / or working with a third party. According to Yudhi S and Boedi DH, authority is defined as a right to act or a power to make decisions, rule, and delegate responsibilities to others. [6]

Land rights obtained by third parties from the handover of parts of land under Management Rights are Building Use Rights, Use Rights, or Ownership Rights. Submission of parts of land management rights to third parties and / or in collaboration with third parties, results in a legal relationship between the holders of management rights and third parties.

Land rights born from the handover of Management Rights land to third parties, namely Building Use Rights, Use Rights and Freehold Rights are regulated in Article 2 of the Minister of Home Affairs Regulation Number 1 of 1977 concerning Procedures for Application and Submission of Granting Rights to Parts of Land Rights Management as well as registration, which stipulates that parts of Management Rights land granted to rights holders can be submitted to third parties and proposed to the Minister of Home Affairs or the Governor of the region concerned to be granted with ownership rights, building use rights, or usage rights in accordance with plan of

land use and allocation that has been prepared by the holder of the Management Right concerned.

The transfer of parts of land under Management Rights to Third Parties was originally regulated in Article 3 paragraph (1) of the Regulation of the Minister of Home Affairs Number 1 of 1977 about Procedures for Application and Submission of Rights to Portions of Land for Management Rights and Registration, namely:

"Every transfer of land use which is part of the land under Management Rights to a Third Party by the holder of the Management Right, whether accompanied or not accompanied by the construction of a building on it, must be carried out by making a written agreement between the Management Rights holder and the Third Party concerned".

Maria SW Sumardjono, is of the opinion regarding the name of the written agreement between the holder of the Management Rights and the Third Party, that the legal relationship which is the basis for granting land rights by holders of the Management Rights to third parties is stated in the Land Use Agreement.

An agreement is deemed valid by law so that it is binding on the parties, then the agreement must meet certain conditions stipulated in Article 1320 of the Indonesian Civil Code, which stipulates that the validity of an agreement is:

- 1) there must be consent of the individuals who are bound thereby;
- 2) there must be capacity to conclude an agreement;
- 3) there must be a specific subject;
- 4) there must be an admissible cause.

The legal consequences of not fulfilling one or more of the legal terms of the agreement vary according to which conditions are violated., namely canceled for the sake of law (*nietig*, null and void), for example in the case of violating objective conditions that is certain matters and something that is lawful or got it canceled (*vernietigbaar*, voidable), for example in the case of not fulfilling the subjective conditions that is agreement of will, and ability to do.

The mention of the Land Use Agreement is in Article 4 paragraph (2) of the Regulation of the State Minister for Agrarian Affairs / Head of the National Land Agency Number 9 of 1999 concerning the Implementation of Converting Tenure to State Land and Provisions concerning Further Policies, namely: in the event that the land requested is land Management Rights, the applicant must first obtain an appointment in the form of a land use agreement from the holder of the Management Right and stipulates that the legal relationship between the holder of the Management Right and the Third Party in using the land. The Management Right is made with a land use agreement. This provision does not stipulate that the land use agreement must be made with an authentic deed or an underhand deed.

Basically, the Land Use Agreement contains the approval of the Management Right holder to the Third Party to use parts of the Management Rights land. Third parties may use parts of the land under the Management Rights for residential or residential purposes, shop houses, shops / plazas / malls, hotels, or factories. With the creation of a Land Use Agreement, a legal relationship is created between the holder of the Management Right and the Third Party.

After an agreement is made between a Management Right holder and a Third Party, then accompanied by a recommendation (approval) from the Management Right holder, the Third Party submits an application for granting Building Use Rights or Use Rights to the Head of Regency / City Land Office whose working area includes the location of the land concerned.

The holder of the Management Right has the authority to plan the designation and use of the land, use the land for the purposes of carrying out his duties and hand over parts of the land under the Management Rights to a Third Party and or in collaboration with a Third Party The authority to surrender parts of the land under Management Rights to a Third Party and or in collaboration with a Third Party requires that the Land Management Rights has certificate issued by the Regency / City Land Office. Submission of parts of Management Rights land to third parties that give birth to Building Use Rights or Use Rights is carried out in the form of Land Use Agreement or Build Operate Transfer Agreement.

Based on facts in the field, referring to the Land Use Agreement No. HK.213 / 04 / IV / DIVRE / SU-2007 dated April 10, 2007 between PT. KT with PT. K in the city of L, there are several drawbacks as follows:

1. The term of the Land Use Agreement is 15 years, while the term of the Building Use Rights is 25 years. The rental payment for 15 years can be paid in installments in 3 (three) stages every 5 years. Regarding the arrangement regarding the time period, it carries a risk if the lessee does not pay the installments in accordance with the agreement, then the Land Use Agreement can be canceled by the

Management Right Holder, resulting in the abolition of the Building Use Rights on the land of the Management Rights.

2. The clause of the Land Use Agreement does not stipulate that any transfer of rights and guarantees of Building Use Rights on land with Management Rights must be with written consent from the holder of the Management Rights as regulated in Article 34 paragraph (7) Government Regulation Number 40 of 1996 concerning Business Use Rights, Building Use Rights and Land Use Rights.

Furthermore, to provide legal protection to creditors, it is necessary There is a standardized Land Use Agreement which is regulated in a written regulation so that it is expected to fulfill the principles of justice and legal certainty for the parties party.

B. Implementation of Transfer of Rights to Land through Sale and Purchase and Binding of Mortgage Rights to Building Use Rights on Land Management Rights

1. Transfer of Land Rights through Sale and Purchase

Land ownership rights may transfer rights at any time, and what generally occurs transitions right This is due to the sale and purchase of land between the land owner or legal heirs and the land buyer through the land sale and purchase process. However, in the land registration system according to Government Regulation Number 24 of 1997 concerning Land Registration, registration of sale and purchase can only be done by deed made by Land Deed Official . This is reinforced by a statement Boedi Harsono that sale and purchase without being proven by a deed from the Official for

Making Land Deeds will not be able to obtain a certificate, even if the sale and purchase is legal according to law. [7]

According to Article 9 of Government Regulation Number 24 of 1997 concerning Land Registration, it is stated that the objects of land registration are fields that are owned by ownership rights, business use rights, building use rights, usage rights, management rights, ownership rights to house units, Mortgage and State Land, which is recorded and issued proof of rights.

Sale and purchase carried out without the presence of the Land Deed Official is still valid because according to Article 5 Law Number 5 Year 1960 concerning Basic Agrarian Regulations based on customary law. However, to realize legal certainty in any transfer of land rights, then Any agreement that intends to transfer land rights must be proven by a deed drawn up by and before the Land Deed Official, as stipulated in Government Regulation Number 24 of 1997 concerning Land Registration.

The requirement for a deed from the Land Deed Official in the sale and purchase of land as regulated in Article 19 of Government Regulation Number 10 of 1961 turns out to contain weaknesses, because the term "must" is not accompanied by sanctions, so the deed of the Land Deed Official it cannot be interpreted as a condition of "existence" of the deed of delivery. According to Boedi Harsono, although Article 23 paragraph (2) of Law Number 5 of 1960 concerning Basic Agrarian Principles states that property rights are transferred at the time the deeds of the Land Deed Official are made, this evidence does not yet apply to third parties, because what the third party must know is what is stated in the land book and the title certificate concerned. Thus, even though the sale and purchase were carried out, the buyer is already the owner, but his position is the owner after The Head of the Land

Office shall register the transfer of land rights. This opinion contains weaknesses, because the deed of the Land Deed Official has a function as a means of registering (Article 22 paragraph (3) of Government Regulation Number 10 of 1961), so it does not determine the date of birth of the right. [8]

Based on research in several cities in Indonesia, one of which is in the city of L, there is a Building Use Right Certificate Number 83; Building Use Rights Certificate Number 85; Building Use Rights Certificate Number 86 was registered in the name of Mr. T, previously derived from the transfer of Building Use Rights on behalf of PT. KT based on the Sale and Purchase Deed No. 395 dated March 4, 2011. That the transfer of rights can take place even without the written consent of PT. K as regulated in Article 34 paragraph (7) Government Regulation Number 40 of 1996 concerning Business Use Rights, Building Use Rights and Land Use Rights. However, at the time of confirmation after the transfer of rights occurred, the City L Land Office stated that the transfer of Building Use rights over Management Rights land required written approval from the Management Rights Holder. Thus, there is a contradiction, where the City L Land Office has previously issued a Building Use Title Certificate in the name of Mr. T, although without the written approval of PT. K. This brings legal consequences, where the transfer of rights can be filed for cancellation by PT. K as the owner of the Management Rights because the subjective requirements as stipulated in article 1320 of the Civil Code are not fulfilled, namely the written approval of the Management Rights Holder.

Furthermore, to provide legal protection to creditors, it is necessary to have codification of the relevant rules governing the transfer of rights from Building Use Rights to land of Management Rights, either through sale and purchase or auction.

2. Bonding of Mortgage Rights to Building Use Rights on Land Management Rights

Guarantee in the provision of credit is intended to give confidence to the bank or creditors that creditors will get back the money given to the debtor, as has been regulated in the provisions of Articles 1131 and 1132 of the Indonesia Civil Code. Guarantees provide legal certainty for creditors to receive repayments of loan principal and interest from debtors, while for debtors with given capital provide certainty in doing business. Giving guarantees based on an agreement which is an agreement between a creditor and a debtor or a third party, which guarantees payment of debts arising from the provision of credit. This guarantee agreement is *accessoir* in nature, that is, it always follows or is associated with a principal agreement that is principal in nature. [9]

The transfer of use of part of the Land Management Rights to a third party is carried out in 3 (three) stages as follows: [10]

- a. Agreement Making Stage
- b. The stage of granting land rights over management rights
- c. Certificate Issuance Stage

Before granting land rights, it is carried out by the authorized party *cq.* The head of the local Regency / City Land Office, the third party who will receive the portion of the Management Rights land must obtain prior approval from the holder of the Management Right, which is in the form of an agreement to hand over the use of part of the Management Rights land between the third party as a potential land user and the holder of the Management Right.

Next, the stage of granting Land Rights above Management Rights, At this stage, the role and authority of the holder of the Management Rights is to hand over the use of land and propose

the granting of rights to the competent official. To grant rights to land above land. Management rights are the full duty and authority of the Head of Regency / City Land Office as regulated in Per Regulation of the State Minister for Agrarian Affairs / Head of the National Land Agency Number 3 of 1999 concerning Delegation of Granting Authority and Annulment of Decree on Granting Rights to State Land which has been partially amended by Regulation of the Head of the National Land Agency Number 1 of 2011 concerning Delegation of Authority to Grant Rights to Land and Certain Land Registration Activities. Based on the application and agreement along with several other supporting documents, the Head of the Regency / City Land Office issues a Decree on the Granting of Land Rights (SKPH) on behalf of the applicant.

Based on the results of research at Bank B City L, on collateral Building Use Rights Certificate Number 83; Building Use Rights Certificate Number 85; Building Utilization Right Certificate Number 86 is registered in the name of Mr. T, binding the Mortgage Rights through the L City Land Office, although without written approval from the Management Rights Holder, namely PT. K as stipulated in the Circular of the State Minister for Agrarian Affairs Number 630.1-3433 dated September 17, 1998. The Notary who carries out the binding process, after being confirmed, states that prior to the bonding process the mortgage has been checked the legality of land rights to the Land Office and the Land Office issues Certificate of Mortgage No. 721/2011, Certificate of Mortgage No. 89/2012, Certificate of Mortgage No. 90/2012 although without written approval from the Management Rights Holder, namely PT. K.

Furthermore, to provide legal protection to creditors, the following must be considered:

1. Ensure that the Building Use Rights to be tied are pure Building Use Rights or Building Use Rights over Management Rights, if the Building Use Rights above Management Rights must be with written approval from the Management Rights Holder as regulated in Law Number 4 of 1996 concerning Mortgage Rights Along with objects related to soil and State Minister for Agrarian Circular Letter Number 630.1-3433 dated 17 September 1998.
2. Ensure that the minimum period of time between the Building Use Rights on land, the Management Rights and the Land Use Agreement, is the same.
3. Ensure that there is no transfer of function from Building Use Rights on land with Management Rights that have been agreed in the Land Use Agreement.
4. Ensure that there is a clause in the Land Use Agreement that has been agreed between the Recipient and the Giver of Building Use Rights on land with Management Rights, which regulates the transfer of rights and binding of Mortgage Rights.

C. Ideal Concept of Legal Protection for Creditors, Holders of Mortgage Rights for Building Use Rights on Land, Management Rights, If the Debtor Defaults

Getting legal protection is the hope of every legal subject in an agreement. Legal protection is the protection of the rights and obligations of a person where protection is given to legal subjects in the form of legal instruments, both preventive and repressive in nature.

With regard to Building Use Rights which are used as collateral / collateral for debts that are burdened with the Mortgage expires, it causes the Mortgage Rights that burden them to also end, so that the creditor loses his preferred right to the object of collateral in the form of said Building Use Rights, as regulated in Article 18 paragraph (2) letter d Law Number 40 of 1996 concerning Business Use Rights, Building Use Rights and Land Rights. However, the abolition of Mortgage Rights because the abolition of land rights which are encumbered with Mortgage Rights does not result in the write-off of the guaranteed debt as regulated in Article 18 paragraph (4) of Law Number 4 of 1996 concerning Mortgage Rights to Land and Objects related to Land.

In practice, the binding of the Mortgage to the Building Use Right Certificate on the Land of the Management Rights has caused several legal problems, as happened in City L, there is a debtor On behalf of the Mr. T with collateral in the form of Building Use Right Certificate No. 83; Building Use Rights Certificate No. 85; Building Use Rights Certificate No. 86; and Certificate Building Use Rights No. 109 written On behalf of the Mr. T who is guaranteed at PT. B. When the debtor defaults, the creditor experiences difficulties to execute Mortgage Rights considering that the auction application for collateral for the Building Use Right Certificate was rejected by the Lhokseumawe State Wealth and Auction Service Office due to a lack of documents, namely a Certificate from Government Agencies considering that the collateral auction was a building on land owned by PT. K (Management Rights Holder).

Head Office Commercial Asset Manager PT. K, stated that the Building Use Right Certificate on the Management Rights land can be guaranteed to the Bank throughout there is a written approval from PT.K as the holder of Management Rights.

However, until now there has not been any stipulation regarding the standard format of the land use agreement, as well as what is the process of transferring land rights through auction execution if the debtor defaults.

City Land Office Party L Proventry A to the application Land Registration Certificate for conditions auction of Building Use Rights Certificate No. 83; Building Use Rights Certificate No. 85; Building Use Rights Certificate No. 86, written in Mr. T stated that the transfer of the Building Use Rights must be written approval from PT. K as Management Rights holders. Relates to binding Mortgage Rights assumption that has happened, the Land Office states that it is legal and permissible, but the Mortgage that is imposed on Building Use Rights is also removed by removing the Building Use Rights as referred to in Article 33 paragraph (1) and verse (2) Government Regulation No. 40 of 1996 concerning Business Use Rights, Building Use Rights and Land Use Rights.

The results showed that the City L Land Office has issued a Certificate of Mortgage Rights to the Building Use Right Certificate at over land Management Rights even without written consent of the owner of the Management Rights. However, when the collateral auction was going to be submitted, the Land Office stated that the transfer of Building Use Rights must have written approval from PT.. K. Thus, the Lhokseumawe City State Wealth and Auction Service Office also rejected the collateral auction submitted by PT.. B as creditor due to lack of documents from Government Agencies. Process ptransfer of rights and rightsbinding Hak Tthe assumption can be made to the Building Use Right Certificate No. 83, Building Use Rights Certificate No. 85; Building Use Rights Certificate No. 86 so that it can be transferred to Mr. T's name and the Building Use Right Certificate above the Management Right has been issued

Certificate Mortgage right although without a written approval from PT K as the Management Rights Holder. Thus, it can be concluded that there is legal uncertainty and does not provide legal protection to creditors for collateral for Building Use Certificate on Land for Management Rights.

Next, as the protection who can do by creditors in terms of granting credit with land use rights as collateral on the land of Management Rights, it is necessary to pay attention to the following matters:

- a. The maturity of the Building Use Rights is longer than the period of credit granted, which will give the creditor a secure position as the preferred Creditor.
- b. Requires accuracy on the part of the bank in monitoring the term of the Building Use Rights because the long term of the Building Use Rights is that the land owned by the Debtor does not fall to the State.
- c. The Bank receives the power of attorney to administer the extension of the Building Use Rights when the rights are due.

V. CONCLUSION

The process of making a Land Use Agreement that occurs does not fulfill the principle of justice and the principle of legal certainty for the parties. The transfer of rights to the object of the Building Use Rights above the land of the Management Rights can occur even though it is not in accordance with Government Regulation Number 40 of 1996 concerning Business Use Rights, Building Use Rights and Land Rights because it is not equipped with written approval from the Management Rights Holder. This results in the execution of Building Use Rights collateral on

Management Rights land that cannot be carried out because the process of binding mortgage rights is not in accordance with State Minister for Agrarian Circular Letter Number 630.1-3433 dated 17 September 1998. Furthermore, in order to realize legal protection for creditors holding a land use right on land use rights, things that need to be considered are ensuring that the land use agreement fulfills the principles of justice and legal certainty and standardizes the land use agreement regulated in written regulations. In the transfer of rights must pay attention to article 34 paragraph (7) Government Regulation Number 40 of 1996 and in binding mortgage rights, the creditor must pay attention to the status of Building Use Rights, tenure, changes in function or not, as well as clauses regulating the issue of guarantee and transfer of rights in Land Use Agreement.

ACKNOWLEDGEMENT

Assalamualaikum Wr. Wb.

Praise the presence of Allah SWT for His grace and guidance so that this research can be completed. Gratefull is always devoted to Muhammad SAW. During the completion of this research there were many parties who helped, especially resource persons who were willing to take the time to be interviewed. Hopefully this research can be useful for the benefit of society in the field of law.

REFERENCES

- [1] H. Wira Francisca, *Kepastian Hukum Pemegang Hak Guna Bangunan di atas Hak Pengelolaan dalam Perjanjian Penjaminan Kredit Perbankan*, Bandung: Alfabeta, 2016.
- [2] Farida Patinggi, *Dimensi Hukum Pulau-Pulau Kecil di Indonesia*, Yogyakarta: Rangkang Education, 2012.
- [3] Maria S.W. Sumardjono, *Tanah Dalam Perspektif Hak Ekonomi, Sosial dan Budaya*, Jakarta: Kompas, 2009.
- [4] Aminuddin Ilmar, *Hak Menguasai Negara Dalam Privatisasi BUMN*, Jakarta: Kencana Prenada Media Group, 2012.
- [5] Elita Rahmi, "Eksistensi Hak Pengelolaan atas Tanah (HPL) dan Realitas Pembangunan Indonesia", *Jurnal Dinamika Hukum*, Volume 10 Nomor 3, Makasar: Fakultas Hukum Universitas Jambi, 2010.
- [6] Yudhi Setiawan dan Boedi Djatmiko Hadiatmodjo, "Pembatalan Sertifikat Hak Atas Tanah Oleh Pengadilan Tata Usaha Negara Dengan Alasan Cacat Yuridis Dalam Aspek Wewenang", *Jurnal Era Hukum*, No. 3 Tahun 15, Jakarta: Fakultas Hukum Universitas Tarumanagara, page 887, 2008.
- [7] Boedi Harsono, "Hukum Agraria Indonesia, Sejarah Pembentukan Undang-Undang Pokok Agraria, Isi dan Pelaksanaannya", Jilid 1 *Hukum Tanah Nasional*, Jakarta: Djambatan, 1994.
- [8] Abdulkadir Muhammad, *Hukum Harta Kekayaan*, Cet. I, Bandung: Citra Aditya Bakti, 1994.
- [9] Adrian Sutedi, *Peralihan Hak Atas Tanah dan Pendaftarannya*, Jakarta: Sinar Grafika, 2006.
- [10] Irawan Soerodjo, *Hukum Pertanahan Hak Pengelolaan atas Tanah*, Yogyakarta: LaksBang Mediatama, 2014.