

## LEGAL REVIEW OF VILLAGE CASH LAND RENTAL AGREEMENTS

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### Abstract

The implementation of leasing village treasury land is a common practice in Indonesia. However, in practice there are legal problems that often arise related to the protection of the rights of the parties involved in it. The implementation of this lease activity is related to the construction of the Subang Smartpolitan Industrial Estate by a private company that has obtained an Industrial Estate Business License (IUKI) in Subang Regency. One of the villages affected by the development of industrial estates has assets in the form of village treasury land that will be changed in function through the ruiislag or exchange process. To regulate the use of land during the ruiislag administrative process, it is considered necessary to first carry out a lease agreement. This legal event highlights the importance of regulating land use changes in a transparent manner and in accordance with applicable regulations. This research uses the Normative Juridical approach method, which is a form of scientific activity, which is based on certain methods, systematics, and thoughts, aiming to study one or several specific legal phenomena. The implementation of the lease agreement for village treasury land is linked to the Regulation of the Minister of Home Affairs Number 3 of 2024 concerning Amendments to the Regulation of the Minister of Home Affairs Number 1 of 2016 concerning Village Asset Management. Several legal aspects that need to be considered in a lease agreement such as Legal Basis, Village Authority, Lease Agreement, Transparency and Openness, Coordination, Protection of Village Rights, Alignment with Development, Supervision and Accountability, Legal Education, Public Supervision. Legal consequences for the parties involved, namely Binding Agreement, Rights and Obligations of the Parties, Duration of Rent, Rent Payment, Land Use, Maintenance and Repair, Transfer of Lease Rights, Sanctions and Fines, Dispute Resolution and Restoration of Village Rights.

**Keywords:** Agreement, Lease for Rent, Village Treasury Land

## INTRODUCTION

Land is a basic need for every human being. Human beings in activities, society, in carrying out their lives need land, which lives by utilizing natural resources. Land is also one of the natural resources that has high economic and social value. Land cannot be produced or renewed like other natural resources can be replaced (Limbong, 2012). There is an essential similarity with the meaning of land in the juridical sense as explained in the UUPA, namely that what is meant by *Land* is also the surface of the earth, but it is extended to include the right to the body of the earth below and the air space above (Sanjaya, 2024).

In Indonesia, the term Agrarian in the Government Administration environment is used in the sense of land. In Article 33 of the 1945 Constitution that the main purpose in land use is to maximize the prosperity of the people, not for the prosperity of individuals. Because the land is cultivated based on the principle of family. Based on this article, all natural resources both on the surface of the earth and in the earth, including the land under their control are in the state. Being controlled does not mean that it is owned by the state, but the state as the highest power organization of all Indonesian people is authorized to regulate and organize the supply, allocation, use, and maintenance of the earth, water and space for the prosperity of the people (Budiono, 2008).

In the use of space, the next process that must be carried out is the use and management of land. One of them is through regional autonomy which gives local governments the opportunity to regulate the course of their own government, including to manage the wealth owned by their regions, including to finance the running of government in the regions (Manan, 1994). Land is a very close thing to humans in terms of its use as a place for settlement, farming, and even for other businesses. Land will be more felt if its use is tried optimally to meet the welfare of the community.

According to Law Number 3 of 2024 concerning the Second Amendment to Law Number 6 of 2014 concerning Villages, Article 1 Paragraph 1 Village is a legal community unit that has territorial boundaries that have the authority to regulate and manage government affairs, the interests of local communities based on community initiatives, rights of origin, and/or traditional rights that are recognized and respected in the government system of the Unitary State of the Republic of Indonesia. Where in this law, the village is recognized as an entity that has the authority to regulate and manage government affairs and the interests of the local community. Villages have rights of origin and traditional rights that are respected in the national system of government.

Village Assets are an interesting thing to study because they are a form of village wealth that is intended for the welfare of the village community itself. Often problems arise related to Village Assets, especially in the problem of village treasury land whose management is not in accordance with Ministerial Regulations and Regulations Area. Village Cash Land is an Asset owned by the village as explained in Law Number 3 of 2024 concerning the Second Amendment to Law Number 6 of 2014 concerning Villages Article 76 paragraph (1) concerning villages that Village Assets consist of Cash Land Villages, Customary Land, Village Markets, Animal Markets, boat moorings, village buildings, fish auctions, auctions of agricultural products, village-owned forests, village-owned springs, public baths and other assets belonging to the village. All Village Assets in the form of land are certified in the name of the Village. Village Treasury Land is the main asset of the village which has a source of wealth and can be beneficial for prosperity and public interest. Village Treasury Land is also a form of original village wealth according to Article 2 paragraph 2 of the Regulation of the Minister of Home Affairs Number 3 of 2024 concerning Amendments to the Regulation of the Minister of Home Affairs Number 1 of 2016 concerning Village Asset Management.

In Article 77 of Law Number 3 of 2024 concerning the Second Amendment to Law Number 6 of 2014 concerning Villages or called Undang-Undang Desa that the management of village property is carried out based on the principles of public interest, functional, and certainty law, openness, efficiency, effectiveness, accountability, and certainty of economic value. Improving the living standards of village communities is the main goal of village development, but there are often discrepancies in its achievement due to excessive utilization and various forms of violations of norms committed in the lives of village communities.

A Village Government was formed to regulate all the achievements desired by the village. There is a Village Head and Village Apparatus who play the role of the Village Government who carry

out their duties and authorities in regulating development in the village. However, there are often problems in the management of Village Assets, especially Village Treasury Land because not all village officials control the regulations. Low level of education and habit to underestimate problems and lack of interest in reading rules and regulations. The Village Head can only hold full power over the management of village treasury land for the welfare of the village people, guided by existing regulations and cannot use it for personal interests.

Renting village treasury land is a common practice in many villages in Indonesia. This involves two main parties, namely the party who rents the land (the first party) and the party who rents the land (the second party). However, in practice there are legal problems that often arise related to the protection of the rights of both parties involved in the transaction. In this regard, it is important to analyze the legal protection of the parties involved in leasing village treasury land, by referring to Law Number 3 of 2024 concerning the Second Amendment to Law Number 6 of 2014 concerning Villages and Regulation of the Minister of Home Affairs Number 3 of 2024 concerning Amendments to the Regulation of the Minister of Home Affairs Number 1 of 2016 concerning Village Asset Management. This analysis will discuss juridically the protection of the rights of the parties involved in the lease transaction of village treasury land.

The Village Law provides an important legal basis related to the regulation of village community life, including in terms of village asset management. In terms of leasing village treasury land, the Village Law provides guidelines regarding the management of village assets that are carried out fairly and transparently. Article 79 of the Village Law stipulates that village assets must be managed properly, transparently, and in accordance with applicable laws and regulations. This creates a strong legal basis to ensure that the lease of village treasury land is carried out with the principles of justice and sustainability.

From the cases that arise related to village treasury land, in accordance with the new rules of Law Number 3 of 2024 concerning the Second Amendment to Law Number 6 of 2014 concerning Villages, village treasury land is a form of village asset with wealth owned by the village in the form of goods derived from the original wealth of the village, purchased or obtained from the acquisition of other legitimate rights. The village has an important role in empowering the Village Assets it owns for the welfare of all village communities, especially in empowering Village Treasury Land. Therefore, there needs to be legal protection and certainty related to the management of village treasury land. Therefore, it is necessary to find a solution to overcome problems in Village Treasury Land Management.

Regulation of the Minister of Home Affairs Number 3 of 2024 concerning Amendments to the Regulation of the Minister of Home Affairs Number 1 of 2016 concerning Village Asset Management provides further provisions regarding procedures for village financial management, including the management of village assets. In the context of leasing village treasury land, this Permendagri stipulates procedures that must be followed by the village government in managing the lease transaction of renting village treasury land. One of the important points in this Permendagri is the importance of announcements and approvals of village communities related to the management of village assets through Village Deliberations, including rental transactions. This aims to ensure that the interests of the village community are maintained and transparency in the management of village assets is realized.

For the party who leases land, the legal protection can be seen in terms of the certainty of the rights to the land he owns. As a landowner, the first party has the right to establish reasonable and fair lease terms, as well as ensure that the lease transaction is carried out in accordance with the applicable legal provisions. In addition, the first party also has the right to receive rent payments in accordance with the agreement that has been set. The second party, or the land tenant, also has rights that need to be protected in the lease transaction of renting village treasury land. One of the important rights is the right to obtain land suitable for use in accordance with the agreement that has been set. In addition, the second party is also entitled to protection against arbitrary termination of the lease from the first party. In this context, legal protection can be provided through clear terms of the lease contract and the existence of an effective dispute resolution mechanism.

The legal protection of the parties who lease village treasury land shows that a strong legal basis has been available through the Regulation of the Minister of Home Affairs Number 3 of 2024 concerning Amendments to the Regulation of the Minister of Home Affairs Number 1 of 2016 concerning Village Asset Management. The legal protection provided covers various aspects, ranging from transparent management of village assets to the protection of the rights of parties involved in the lease transaction of village treasury land. Therefore, it is important for the village government and the parties involved in the transaction to understand and follow the applicable legal provisions to ensure that their rights are protected in a fair and equitable manner (Director General of Agricultural Infrastructure and Facilities, 2020).

In connection with what has been stated above to the author's inclusion of a theory to achieve a legal goal, according to Gustav Radbruch, a law must be based on 3 (three) basic legal values, namely justice, usefulness and legal certainty. Although these three are the basic values of the law, in their application there is a tension between each other (Rahardjo, 2014). For Gustav Radbruch, the value of justice takes precedence over the value of utility and certainty, but this does not mean that the value of utility and certainty can be immediately ignored. A good law is a law that is able to synergize the three basic values of the law for the welfare and prosperity of the community (Rahardjo, 2009). Satjipto Rahardjo explained that the law is not a king but only a tool that functions to provide grace to the world and humans. In this case, the law is assumed for humans and the ideal of law has a great function in the form of human welfare and happiness (Prayoga, 2016).

From the description above, the author contains legal events regarding the lease agreement for village assets in the form of land, in this case related to the development of the Subang Smartpolitan Industrial Estate by a private company that has obtained an Industrial Estate Business License (IUKI) in Subang Regency, as well as obtaining a development permit on the landas industrial area with an area of 2 thousand hectares in the Cipeundeuy Subang Area. Based on the Regulation of the Minister of Industry Number 15 of 2019 concerning the Issuance of Industrial Business Licenses and Expansion Permits in the Framework of Electronically Integrated Business Licensing Services which stipulates that industrial companies must be located in industrial estates. The development of this industrial estate involves five affected villages. One of the villages affected by the development of industrial estates has assets in the form of village treasury land that will be changed in function through the process of ru-ilsdag or exchange. To regulate the use of land during the administrative process of ru-ilsdag, it is considered necessary to first carry out a lease agreement. This is considered necessary considering that the interests of tenants are carried out with the intention and purpose of maximizing the use of land. The technical implementation of Village Treasury Land Utilization refers to Article 11 of Permendagri Number 03 of 2024 concerning the second amendment to Permendagri Number 01 of 2016 concerning Village Asset Management. The lessor, in the sense of the Village, and the Tenant, in the sense of the Company, must comply with the provisions of the law and ensure the functional changes of the land in accordance with the lease agreement. The development of industrial estates in Subang Regency requires coordination between companies, local governments, and affected villages. This legal event highlights the importance of regulating land use changes in a transparent manner and in accordance with applicable regulations.

## RESEARCH METHOD

Qualitative Research Method using the Normative Juridical approach method, namely legal research is a form of scientific activity, which is based on certain methods, systematics, and thoughts, which aims to study one or several specific legal phenomena, by analyzing them by prioritizing secondary legal materials such as books, articles, papers, law books, laws and regulations.

## RESULTS AND DISCUSSION

**The implementation of the Village Treasury Land Lease Agreement is linked to the Regulation of the Minister of Home Affairs Number 3 of 2024 concerning Amendments to the Regulation of the Minister of Home Affairs Number 1 of 2016 concerning Village Asset Management**

A lease agreement is an agreement that is outlined in a written agreement with the content of the parties binding themselves to each other within a specified time and having an agreed price value so that it gives rise to an obligation for the tenant to pay for the goods or buildings he rents.

Negotiation is the first action before making an agreement. Negotiation is an action taken by both parties before making an agreement to reach an agreement and determine the -points in the agreement that contain the rights and obligations of each- party.

The next stage was continued with the making of a Memorandum of Understanding (MoU). This MoU is a form of documentation based on the results of negotiations carried out and made in writing. MoU is a basis for making contract agreements and MoU does not have a standard value in contracts, but it is the basis for thinking to create a contract. The next stage after obtaining the MoU of the parties is continued with the theory of feasibility which has a function to assess the feasibility and possibility of the business in the future based on legal, environmental, economic, marketing, financial, socio-cultural, environmental, and technical perspectives. This theory of feasibility is needed in assessing whether the transaction of the parties is appropriate to continue. After being tested and meeting the interests of the parties, the next process can be continued to the stage of making a contract agreement.

An agreement made between the two parties gives rise to rights and obligations between the parties. The tenant has the right to obtain facilities on the land and has an obligation to pay the agreed rental fee, while the right and obligation of renting is the right to get payment from the tenant and has the obligation to hand over the land for use by the tenant.

Based on the understanding that has been explained above, the Agreement is regulated in Book III of the Civil Code regarding engagement. An agreement is an event in which a person makes a promise to another person or where two people promise each other to carry out a thing, then a relationship arises between the two people called an engagement. So, the definition of an agreement is a legal relationship between two people or two parties, based on which one party has the right to demand something from the other party, and the other party is obliged to fulfill those demands, all of these things show us that the agreement is made with the knowledge, the common will of the parties, with the aim of creating or giving birth to obligations to one or both parties who make the agreement. Thus, in order to create balance and maintain the rights owned by the parties before the agreement made becomes a binding agreement for the parties, the Civil Code provides various legal principles that are guidelines and limits in regulating and forming agreements to be made.

From the description above, it is contained about legal events that occurred where in the process of leasing village assets in the form of land, namely for the purpose of the development and development of the Subang Smartpolitan industrial estate as having obtained a business license for the development of industrial estates in one of the villages, in the business license the company has The purpose will be to use and utilize village land assets in the form of village treasury land which will be transferred through the RUUslag or Exchange process. The implementation process of theruilslag requires a tiered period of time, therefore related to the urgent needs and needs of the area for the acceleration of development and development, the company and the village agreed to carry out the activity of leasing the village treasury land. The clause in the agreement allows land assets to be functionally altered for 1 year, while collecting administrative requirements for ru. This legal event involves aspects of licensing, changes in land use, and village rights. The company must comply with the provisions of the law and ensure the functional changes of the land in accordance with the lease agreement. The development of industrial estates in Subang Regency requires coordination between companies, local governments, and affected villages. This legal event highlights the importance of regulating land use changes in a transparent manner and in accordance with applicable regulations.

Regarding the legal aspect regarding the lease of village treasury land, it is linked to Law Number 3 of 2024 concerning the Second Amendment to Law Number 6 of 2014 concerning Juncto Villages Perthe Regulation of the Ministry of Home Affairs Number 3 of 20 24 concerning Amendments to the Regulation of the Minister of Home Affairs Number 1 of 2016 concerning Village Asset Management, namely where the management of village assets, including village treasury land, is crucial in the context of development and empowerment of local communities. In legal events involving affected companies and villages in Subang Regency, there are several relevant legal aspects, including the following:

a. Legal Basis

Law Number 3 Tahun 2024 concerning the Second Amendment to Law Number 6 of 2014 concerning Villages (Village Law) is the main legal basis in the management of village assets. Law Number 3 Tahun 2024 concerning the Second Amendment to Law Number 6 of 2014 concerning Villages recognizes the rights of origin and traditional rights of villages in regulating and managing the interests of the local community. Permendagri 3 of 2024 concerning Amendments to the Regulation of the Minister of Home Affairs Number 1 of 2016

- further regulates the procedures for the management of village assets, including village treasury land.
- b. Village Authority  
Villages have the authority to manage their assets based on community initiatives, rights of origin, and traditional rights. This arrangement ensures that villages can be self-sufficient in managing local resources and meeting the needs of their citizens
  - c. Lease Agreement  
In the process of ruiislag or land exchange, the lease agreement becomes an important instrument. The clause in the agreement must take into account the functional changes of the land during the administrative process of ruiislag. Leases renting on an agreement basis should at least load;
    - 1) The parties to the agreement;
    - 2) Object of the lease agreement;
    - 3) Type, area or quantity of goods, amount of lease and term;
    - 4) The tenant shall be responsible for operational and maintenance costs during the lease period;
    - 5) Actions and obligations of the parties;
    - 6) force majeure; and
    - 7) Other requirements that are deemed necessary.
  - d. Transparency and Openness  
The management of village assets must be transparent and open to all parties. The community has the right to receive information about the goals, objectives, and results of village asset management.
  - e. Coordination  
The development of industrial estates requires coordination between companies, local governments, and affected villages. This synergy is important so that the management of village assets runs effectively and in accordance with applicable regulations.
  - f. Protection of Village Rights  
In the process of changing land use, village rights must remain guaranteed. Villages must have legal certainty over the institutions, systems, and values that are running, including village customs.
  - g. Alignment with Development  
A strong village is a village that has a strong government and an independent society. Village asset management must support local development and the welfare of residents.
  - h. Supervision and Accountability  
Local and village governments must ensure that the management of village assets runs in accordance with the provisions of the law and avoid potential abuse.
  - i. Legal Education  
Village communities need to be empowered with a legal understanding of asset management. Legal training and education can increase citizens' awareness and participation in the decision-making process.
  - j. Public Supervision  
The community and community institutions must actively supervise the management of village assets. Public participation can strengthen accountability and transparency in asset management.

**The legal act of the parties who lease the Village Treasury Land is linked to the Regulation of the Minister of Home Affairs Number 3 of 2024 concerning Amendments to the Regulation of the Minister of Home Affairs Number 1 of 2016 concerning Village Asset Management**

The lease agreement for renting village treasury land, related to the Regulation of the Minister of Home Affairs Number 3 of 2024 concerning Amendments to the Regulation of the Minister of Home Affairs Number 1 of 2016 concerning Village Asset Management, shows several important things to note. First, the Village Law provides a strong legal basis for the protection of the rights and obligations of the parties involved in the lease transaction of renting village treasury land. Through this law, the government provides a clear legal basis for the management of village assets, including village treasury land, thereby providing legal certainty for the parties who carry out the transaction. Second, PerRegulation of the Minister of Home Affairs Number 03 of 2024 concerning Amendments to the Regulation of the Minister of Home Affairs Number 01 of 2016 provides further provisions related to the management of village assets, including procedures and mechanisms for leasing village treasury land. With this regulation, it is hoped that better governance will be created in the use of village

treasury land and better legal protection for the parties involved. The legal consequences of the Village Treasury Land Lease Agreement are as follows:

a. Binding of Agreement

A lease agreement to lease village treasury land is a legally binding contract between the village as the landowner and the tenant. The legal basis of this agreement refers to Law Number 6 of 2014 concerning Villages and related laws and regulations, such as the Regulation of the Minister of Home Affairs Number 1 of 2016 concerning Village Asset Management. This contract must be made in writing and legalized by the authorities in the village to ensure its validity.

b. Rights and Obligations of the Parties

In the lease agreement to rent village treasury land, both parties have rights and obligations that must be fulfilled. The village as a lessor is obliged to provide land in accordance with the terms of the agreement, while the tenant is obliged to pay rent in accordance with the agreement and use the land in accordance with the agreed purpose. Violations of these rights and obligations can have legal consequences.

c. Rental Duration

The duration or term of the lease must be clearly stated in the agreement. Lease agreements for renting village treasury land usually have a certain time limit in accordance with applicable provisions. If the tenant continues to use the land after the lease expires without an extension of the agreement, this could be considered a breach and the tenant may be required to vacate the land.

d. Rental Payment

The terms regarding the payment of rent should be clearly outlined in the agreement, including the amount, payment method, and payment period. Failure to pay rent on schedule may result in the cancellation of the agreement by the village and the tenant may be required to leave the leased land immediately.

e. Land Use

The tenant must use the village treasury land in accordance with the purpose that has been agreed in the agreement. The use of land that is not in accordance with the agreement, such as use for destructive or illegal activities, can be a reason for the village to cancel the agreement and demand compensation.

f. Maintenance and Repair

The tenant is responsible for maintaining and maintaining the leased land to keep it in good condition. If there is damage that occurs due to the tenant's negligence, then the tenant is responsible for making repairs. Failure to maintain the soil properly can result in compensation claims from the village.

g. Transfer of Lease Rights

The transfer of lease rights to a third party must obtain written approval from the village. This transfer without consent can be considered a violation of the agreement and may result in the cancellation of the lease agreement by the village. The process of transferring lease rights must follow the established procedures..

h. Sanctions and Fines

The lease agreement for renting village treasury land usually includes provisions regarding sanctions and fines for parties who violate the terms of the agreement. These sanctions can be in the form of financial fines, cancellation of agreements, or other legal actions. The provisions of this sanction aim to ensure that both parties comply with the agreement.

i. Dispute Resolution

If there is a dispute or dispute between the village and the tenant regarding the lease agreement for the village treasury land, the dispute settlement must follow the procedures that have been agreed in the agreement. Usually, dispute resolution can be done through mediation, arbitration, or through legal channels in court.

j. Restoration of Village Rights

After the lease period ends or the agreement is canceled, the village has the right to take back control of the leased land. The tenant must immediately vacate the land and return it in good condition. Failure to return the land in accordance with the provisions may result in legal action by the village to restore their rights to the land.

## CONCLUSION

The implementation of the lease agreement for village treasury land is linked to the Regulation of the Minister of Home Affairs Number 3 of 2024 concerning Amendments to the Regulation of the Minister of Home Affairs Number 1 of 2016 concerning Village Asset Management,

namely where the management of village assets, including village treasury land, is crucial in the context of development and empowerment of local communities. In legal events involving industrial companies and affected villages in Subang Regency, there are several relevant legal aspects including 1) Legal Basis 2) Village Authority 3) Lease Agreement 4) Transparency and Openness 5) Coordination 6) Protection of Village Rights 7) Alignment with Development 8) Supervision and Accountability 9) Legal Education 10) Public Supervision.

The legal consequences of the parties who lease the Village Treasury Land are related to the Regulation of the Minister of Home Affairs Number 3 of 2024 concerning Amendments to the Regulation of the Minister of Home Affairs Number 1 of 2016 concerning Village Asset Management, namely as in the lease agreement, there are legal consequences for the parties involved, namely Binding of Agreements, Rights and Obligations of the Parties, Duration of Rent, Rent Payment, Land Use, Maintenance and Repair, Transfer of Lease Rights, Sanctions and Fines, Dispute Resolution and Restoration of Village Rights.

## REFERENCES

- Bagir Manan. (1994). *Hubungan antara pemerintah pusat dan daerah menurut UUD 1945*. Bandung: Pustaka Sinar Harapan.
- Badruzaman, M. D. (2011). *Kompilasi hukum perikatan*. Bandung: Citra Aditya Bakti.
- Bernhard Limbong. (2012). *Hukum agraria nasional*. Jakarta: Margaretha Pustaka.
- Budiono, H. (2006). *Asas keseimbangan bagi hukum perjanjian Indonesia: Hukum perjanjian berlandaskan asas-asas wigati Indonesia*. Bandung: Citra Aditya Bakti.
- Fuady, M. (2008). *Hukum kontrak (Dari sudut pandang hukum bisnis)*. Bandung: Citra Aditya Bakti.
- Hak dan kewajiban para pihak dalam perjanjian sewa menyewa menurut. (n.d.). Retrieved from <https://ejournal.unsrat.ac.id/index.php/lexcrimen/article/download/20740/20418>.
- Herlien Budiono. (2008). *Kumpulan tulisan hukum perdata di bidang kenotariatan*. Bandung: PT Citra Aditya Bakti.
- Keputusan Direktur Jenderal Prasarana dan Sarana Pertanian Nomor/11/Kpts/SR.310/B/03/2020.
- Permendagri Nomor 1 Tahun 2016 tentang Pengelolaan Aset Desa.
- Perlindungan hukum terhadap penyewa dalam perjanjian sewa menyewa rumah. (n.d.). Retrieved from <http://repository.umsu.ac.id/bitstream/handle/123456789/19055/SKRIPSI%20DIMAS%20HARRY%20AGUSTIONO%201806200294.pdf?sequence=1>.
- Perlindungan hukum terhadap penyewa tanah yang objek sewanya dijual. (n.d.). Retrieved from <https://ojs.unud.ac.id/index.php/kerthasemaya/article/download/92496/5158/>.
- Prayogo, R. T. (2016). Penerapan asas kepastian hukum dalam Peraturan Mahkamah Agung Nomor 1 Tahun 2011 tentang Hak Uji Materiil dan dalam Peraturan Mahkamah Konstitusi Nomor 06/PMK/2005 tentang Pedoman Beracara dalam Pengujian Undang-Undang. *Jurnal Legislasi Indonesia*, 2, 192.
- Rahmatiar, Y., Sanjaya, S., Guntara, D., & Suhaeri, S. (2021). Hukum adat suku Bugis. *Jurnal Dialektika Hukum*, 3(1), 89–112.
- Rahardjo, S. (2009). *Hukum progresif: Sebuah sintesa hukum Indonesia*. Yogyakarta: Genta Publishing.
- Rahardjo, S. (2012). *Ilmu hukum*. Bandung: PT Citra Aditya Bakti.
- Sanjaya, S., & Rahmatiar, Y. (2024). *Dasar-dasar hukum agraria*. Yogyakarta: K. Media.
- Ummam, K., Guntara, D., & Abas, M. (2023). Akibat hukum terhadap wanprestasi dalam perjanjian di bawah tangan atas jual beli tanah dan bangunan berdasarkan Pasal 1320 KUHPperdata. *Jurnal Ilmu Hukum The Juris*, 7(1), 133–144.
- Undang-Undang Dasar 1945.
- Undang-Undang Nomor 6 Tahun 2014 tentang Desa.
- Widjaja, G. (2014). *Perikatan yang lahir dari perjanjian*. Jakarta: PT Raja Grafindo Persada.
- Widjaja, G. (2019). *Seri aspek hukum dalam bisnis: Persekutuan perdata, persekutuan firma, dan persekutuan komanditer*. Jakarta: Rajawali Pers.