



Implementation of Good Governance in the Management of Regional Property in Tourism Areas (Study of Regional Property Management of West Nusa Tenggara Province in Gili Trawangan)

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Abstract

This study aims to analyze how the arrangement and implementation of Regional Property Management in the Gili Trawangan Tourism Area and how the Regional Property Management Model in the Gili Trawangan Tourism Area in the future. To conduct this research, a normative method with a statutory approach is used. The results of the research Implementation of the management of regional property in the tourist area of Gili Trawangan since the signing of the Production Contract Agreement between the Provincial Government of West Nusa Tenggara and PT. Gili Trawangan Indah on April 12, 1995 until the termination of the Agreement on September 16, 2021, only general management was carried out, namely administration and recording in the Regional Property Inventory Card (KIB). Management is specifically carried out by PT. Gili Trawangan Indah based on the agreement and the Right to Build on behalf of PT. Gili Trawangan is beautiful. After the termination of the agreement, the management completely shifted to the NTB Provincial Government based on PP No. 27 of 2014 Jo PP No. 28 of 2020, Permendagri No. 19 of 2016 and the NTB Regional Regulation No. 11 Year 2017.

Keywords: *Regional Property Management*

Introduction

Pancasila and the 1945 Constitution of the Republic of Indonesia mandate that the state has a responsibility to protect the entire Indonesian nation and promote general welfare in the context of realizing social justice for all Indonesian people. To realize social justice and social welfare, the Indonesian people are catching up with other countries in the world in terms of economic growth. One that greatly affects economic growth is the level of investment that is still quite low in Indonesia. The

impact that is felt and feared will affect Indonesia in the medium term ahead is the increase in the unemployment rate so that Indonesia cannot escape the danger of the middle income trap.

One of the steps taken by the Government is to rely on the tourism sector as a driver of economic growth. West Nusa Tenggara Province has tourism potential, one of which is in Gili Trawangan. One form of managing the Gili Trawangan tourist area is to cooperate in the management of Regional Property, the West Nusa Tenggara provincial government with third parties.

In the tourist area of Gili Trawangan, the Provincial Government of West Nusa Tenggara obtained land from the State of 750,000 m² (seven hundred and fifty thousand square meters) with Management Rights status according to certificate number 1 dated December 22, 1993. Since 1995, the land has been in collaboration with PT. Gili Trawangan Indah (PT. GTI) through Production Contract Agreement Number 1 of 1995 and Number 01/IV/PT. GTI/1995 dated April 12, 1995. The area of land that is the object of the agreement is 650,000 m² (six hundred and fifty thousand square meters). In the agreement, PT. Gili Trawangan Indah is obliged to build 150 (one hundred and fifty) units of cottages and their supporting facilities. While the remaining land area of 100,000 m² (one hundred thousand square meters) was used to relocate several community members and businessmen who are located on land in cooperation with PT. GTI. Furthermore, some residents and entrepreneurs who were relocated were given priority to apply for Building Use Rights (HGB) over the Management Rights of the West Nusa Tenggara Provincial Government, and some of them had obtained HGB Certificates for a period of 30 (thirty) years. Thus, on the object of cooperation between the West Nusa Tenggara Provincial Government and PT. GTI has been clear and clean.

After the signing of the cooperation and the relocation of residents, PT. GTI laid the groundwork to mark the start of physical mastery and fenced the object of cooperation with iron wire. In 1998, there were reforms that disrupted national security stability and affected the national economy. Community members and businessmen who have previously been relocated, re-enter the land area of the object of cooperation, carry out destruction and physical control. Since then, the Provincial Government of West Nusa Tenggara together with PT. Gili Trawangan Indah has tried to solve this problem. The security conditions on Lombok Island (riot 171) and the change of officials within the West Nusa Tenggara Provincial Government as well as the increasing number of people who control the land are factors that affect the chaotic settlement of asset problems in the Gili Trawangan tourist area. causing local revenue to be corrected and regional spending focused on handling COVID-19 and economic recovery. Supposedly, government assets in Gili Trawangan which is a tourist area can be optimized to support local revenue. However, the collaboration between the NTB Provincial Government and PT. Gili Trawangan Indah for more than 20 (twenty) years only generates Rp. 22,500,000 (twenty two million five hundred thousand rupiah) per year which is deposited into the Regional Treasury. This becomes very sad amid the popularity of Gili Trawangan as a world-class tourist area/tourist destination, and the West Nusa Tenggara provincial government owns land that cannot be optimally cooperated.

In the era of Governor H. Zulkieflimansyah, the process of resolving Gili Trawangan asset problems was again promoted. The direction of the Corruption Eradication Commission is to resolve the asset problem because it has an impact on decreasing the potential for regional income by giving power to the West Nusa Tenggara High Prosecutor's Office as the State Attorney. Related to this, the Provincial Government of West Nusa Tenggara is faced with a dilemmatic choice, namely to terminate the contract or continue the agreement through amendments/addendums to the production contract agreement. Moreover, the wishes and demands of the majority of Gili Trawangan people and entrepreneurs who have worked on the government's asset land to be able to work directly with the West Nusa Tenggara Provincial Government, so that they can contribute to regional development.

A very dilemmatic choice for the Government, when faced with continuing cooperation through amendments/addendums to the agreement or termination of the contract. When continuing to cooperate with PT. GTI, there must be people who are evicted, but if faced with the choice of terminating the contract, what are the next steps to take to optimize assets to support local revenue. Finally, by going through the dynamics of the process of solving the problems faced, the Provincial Government of West Nusa Tenggara chose to terminate the contract with PT. GTI and determine direct cooperation with the community.

Problems arise when the NTB Government is faced with forms of cooperation that are permitted in Government Regulation Number 27 of 2014 concerning Management of State/Regional Property, Minister of Home Affairs Regulation Number 19 of 2016 concerning Guidelines for Management of Regional Property and Regional Regulation Number 11 of 2017 concerning Guidelines Regional Property Management. Based on these three rules, the forms of cooperation that are regulated are:

1. Lease with a maximum period of 5 (five) years and can be extended. However, it does not provide legal certainty for entrepreneurs who have invested in tourist areas. In addition, if the cooperation agreement is in the form of a lease, the Government is deemed not to have given the same treatment to the community living on the remaining 100,000 m² of land that has obtained a HGB certificate;
2. Borrow and Use, but can only be given to fellow governments;
3. Utilization Cooperation (KSP) with a maximum period of 30 (thirty) years, but through elections/tenders. It is not possible to do this for the community and businessmen who have erected permanent buildings on Gili Trawangan;
4. Build for Handover (BGS) or Build Handover (BSG), but through elections/tenders. It is not possible to do this for the community and businessmen who have erected permanent buildings on Gili Trawangan;
5. Cooperation in the Provision of Infrastructure (KSPi), but this can be done by the provider, not the community or entrepreneurs in the tourism sector.

The problems that arise are not only in terms of equal treatment by the Government to the people, but also in terms of regulating the scheme of cooperation patterns so that the NTB Provincial Government optimizes and manages regional property in the Gili Trawangan tourist area to remain in the corridor of good governance. This condition causes the authors to be interested in conducting research with the title 'Implementation of Good Governance in the Management of Regional Property in Tourism Areas (Study of Regional Property Management of West Nusa Tenggara Province on Gili Trawangan)'.

Result and Discussion

Regional Property Management Model in Gili Trawangan Tourism Area Based on Government Regulation Number 18 of 2021

The NTB Provincial Government's land in Gili Trawangan covers an area of 750,000 m², which was previously in collaboration with PT. GTI covering an area of 650,000 m² is a Management Right land granted by the State to the NTB Provincial Government as stated in the Management Rights Certificate Number 1 of 1993. Even though the land is a Management Right, for security purposes, it is recorded in the assets of the NTB Provincial Government. This is done as a form of administrative order based on Government Regulation Number 71 of 2010 concerning Government Accounting Standards. Government Accounting Standards (SAP) are accounting principles applied in preparing and presenting government financial statements. Attachment I.08 Paragraph 20 stipulates that the recognition of property, plant and equipment will be very reliable if the property and equipment have been received or transferred to the

ownership rights and/or when the ownership is transferred. Furthermore, attachment I.08 Paragraph 62 stipulates that 'Unlike non-governmental institutions, the government is not limited to a certain period of ownership and/or control over land which can be in the form of usufructuary rights, management rights, and other land rights that are permitted by laws and regulations valid invitation. Therefore, after the initial acquisition of the land, the government does not incur any costs to maintain the rights to the land. Land meets the definition of property, plant and equipment and must be treated in accordance with the principles set out in this Standard. Thus, the Land of Management Rights which is located in Gili Trawangan, is recorded in the asset balance sheet of the NTB Provincial Government's financial statements.

In general, the laws and regulations governing the management of regional property do not clearly regulate regional property in the form of land with any rights status that can be managed by the government. So this affects the management mechanism, especially regarding the cooperation carried out by local governments.

Management Rights are the object of regulation within the scope of the National Land Law, so that the legal umbrella governing the National Land Law is Law no. 5 of 1960 concerning Basic Agrarian Principles, which was later known as the Basic Agrarian Law (UUPA). However, the LoGA does not explicitly regulate management rights, it is only described in the General Elucidation of the LoGA II (2), that: 'By referring to the objectives mentioned above, the State can give such land to a person or legal entity with a right according to the designation. and its needs, for example ownership rights, business use rights, building use rights, or use rights or given in management to a governing body (Department, Bureau, or Autonomous Region) to be used for the implementation of their respective duties.

The term management rights comes from the Dutch term 'beheersrecht' with the translation being the right of control. The content and nature of management rights is a public authority, so Boedi Harsono argues that management rights are not rights to land, but are masters of the State's Controlling Rights. However, in its development there has been a shift in the nature of Public Management Rights towards Civil (Private). At first the management rights functioned as 'managers' shifted towards the 'rights' function. If it has become a right then it becomes something that absolutely belongs and its use depends on the owner. This is as stated by AP Parliindungan which places HPL in line with land rights regulated in Article 16 of the UUPA, namely Ownership Rights, Cultivation Rights, Building Use Rights, and Use Rights. He stated that HPL is a land right whose term is not found in the LoGA. The issuance of Government Regulation (PP) No. 40 of 1996 concerning Cultivation Rights, Building Use Rights and Land Rights, affirms the understanding of management rights towards public functions. Article 1 number 2 of PP 40 of 1996 stipulates that the Management Right (HPL) is the right to control the state whose implementation authority is partially delegated to the right holder.

In the context of development, utilization and management of land, it is possible to be able to utilize land by granting land rights over HPL. To obtain land rights above the Management Rights (HPL), the HPL holder must enter into an agreement with the applicant for the right to utilize or use the land requested for his business purposes. Land rights granted on HPL or called Land Use Agreement (SPPT). In PP 40 of 1996, it is not explained in detail regarding the land use agreement. So that the agreement built between the HPL holder and a third party is based on the general principles of contract law in Book III of the Civil Code. Article 1338 paragraph (1) in conjunction with Article 1319 of the Civil Code as the basis for the principle of Freedom of Contract in making land use agreements (SPPT). The conditions for the validity of the agreement in Article 1320 of the Civil Code and Article 1339 of the Civil Code are also the basis for making SPT. The agreement of the parties, skills, certain objects and legal causes. The principle of consensualism, the principle of good faith, the principle of binding power and the principle of Nemoplus Juris. Article 1339 of the Civil Code states that: 'an agreement is not only binding on things

that are expressly stated in it, but also everything that according to the nature of the agreement, is required by propriety, custom or law’.

Land use agreements made between management rights holders and third parties must at least contain the following materials:¹

- a. Identity of the parties;
- b. The location, boundaries and area of the land in question;
- c. Type of Use;
- d. Types of rights to be granted to third parties, their duration and finances and the possibility to extend or renew such rights;
- e. Types of buildings to be erected and provisions on building status after the expiry of the land rights granted.

With the issuance of Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Flat Units, and Land Registration which revoked Government Regulation Number 40 of 1996 concerning Business Use Rights, Building Use Rights and Land Rights, in more detail, the arrangement of use agreements soil. In Article 1 point 3 PP No. 18 of 2021, Management Rights are the control rights of the state whose implementation authority is partially delegated to the holders of Management Rights. This is what later became one of the bases for making policy for the NTB Provincial Government in continuing to manage regional property in the Gili Trawangan tourist area.

In Article 7 paragraph (1) PP No. 18 of 2021 stipulates that ‘The Holder of Management Rights is given the authority to:

- a. Draw up a plan for the allocation, use, and utilization of Land in accordance with the spatial plan;
- b. Use and utilize all or part of the Management Rights Land for own use or in cooperation with other parties; and
- c. Determine the annual mandatory tariff and/or money from the other party in accordance with the agreement.

Furthermore, in Article 8 paragraph (1) PP No. 18 of 2021 states that ‘Management Rights which use and utilize all or part of the land for their own use or in cooperation with other parties as referred to in Article 7 paragraph (1) letter b may be granted Land Rights in the form of cultivation rights, building use rights and/or land rights. or usufructuary rights over Management Rights in accordance with their nature and function, to:

- a. The holder of Management Rights as long as it is regulated in a Government Regulation; or
- b. Other parties, if the land management rights are in collaboration with a land utilization agreement.

Based on these provisions, it is very clear that above the management rights, the right to cultivate, the right to build or the right to use can be issued. So that ownership rights cannot be issued over management rights. The term land use agreement with management rights previously known in PP no. 40 of 1996 changed to a land use agreement which is specifically regulated in Article 8 paragraph (2) PP No. 18 of 2021. The land use agreement shall at least contain:

- a. identity of the parties;
- b. location, boundary, and land area;
- c. type of use, utilization of Land, and/or buildings to be erected;

¹ Jaya, “Eksistensi Keberadaan Hak Pengelolaan”, Papers, National Seminar, “Pemanfaatan Tanah Di Atas Hak Pengelolaan Antara Regulasi Dan Implementasi”, Section of Civil Law Faculty of Law UNDIP, 17 November 2017.

- d. provisions regarding types of rights, period of time, extension, renewal, transfer, assignment, change, and/or cancellation of rights granted on Land Management Rights, and provisions for ownership of Land and buildings after the expiration of Land Rights;
- e. the amount of the annual fee and/or mandatory fee and the payment procedure; and
- f. terms and conditions that bind the parties, implementation of development, fines for default including sanction clauses, and cancellation/termination of the agreement.

Because in PP No. 27 of 2014 in conjunction with the Regulation of the Minister of Home Affairs Number 19 of 2016 does not specifically regulate the management model of regional property in the form of land with management rights status, the NTB Provincial Government adopts the use of land as regulated in PP. 18 of 2021 by continuing to combine with the model regulated in PP No. 27 of 2014 and its implementing regulations. The granting of land rights over the management rights of the NTB Provincial Government in the form of Building Use Rights.

The determination of the annual mandatory tariff and/or money is adjusted to the purpose of the utilization, for:

- a. public interest;
- b. social interests;
- c. development interests; and/or
- d. economic interest.

The annual mandatory tariff and/or money are stated in the Land utilization agreement between the holder of Management Rights and other parties and may not contain elements that are detrimental to the parties and are based on the characteristics of certain uses and benefits fairly.

In Article 9 paragraph (4) PP No. 18 of 2021, 'The formulation of the annual mandatory tariff and or money imposed by the holder of the Management Right shall be determined by the Minister'. Until now, the ministerial regulation governing the formulation has not yet been issued. This then became the concern of the NTB Provincial Government so that the land use agreement could be processed immediately. So, for the time being, the annual mandatory tariff and or money used by the NTB Provincial Government uses the land rental levy rate on Gili Trawangan according to the NTB Provincial Regulation Number 5 of 2018 which is Rp. 25,000/m². This is intended to maximize the optimization of regional property in the form of land in the Gili Trawangan tourist area and eliminate the assumption that the NTB Provincial Government is neglecting and neglecting assets. In this regard, the Corruption Eradication Commission (KPK) through the Director of Coordination and Supervision of Region V, Mr. Budi Waluya conveyed² which in essence is that the KPK monitors the asset problem. If the provincial government chooses to cooperate with the community and businessmen, the KPK does not have a problem with this and is very supportive, as long as it is in accordance with the regulations.

Regarding the annual tariff and/or mandatory fee, previously there were many pressures from the community so that for a period of 5 (five) years it was given free of charge. This cannot be done because the management of regional property, especially utilization, must generate revenue for the region. However, the NTB Provincial Government did not ignore the aspirations of the community so that it adopted a policy that the annual fee and/or mandatory fee could be paid in installments or in installments over 3 (three) years. However, the annual obligatory rate and or money agreed every year, must be paid off before December 31 of the current year. If they are unable to pay, then the community submits an application to the NTB Provincial Government through the Regional Financial and Asset Management

² <https://www.suarantb.com/2022/01/21/siapkan-tim-khusus-tangani-aset-di-gilitrawangan-kpk-puji-langkah-pemprov-ntb/>, accessed on 10 July 2022 at 20.30 WITA.

Agency (BPKAD) Prov. NTB accompanied by valid and justifiable reasons. BPKAD Prov. NTB formed a team that would evaluate and monitor the application to provide a review, whether the application was accepted or not.

The term of the agreement for the utilization of the land with the right of management shall apply *mutatis mutandis* with the term of the building use rights granted, which is 30 (thirty) years. This is done because the term of the land use agreement is not regulated in PP. 18 of 2021. Thus, if above the management rights, land rights will be issued, either HGU, HGB or Hak Use, then the term of the land utilization agreement must be in line with the term of the land rights granted. Regarding the draft of the Land Utilization Agreement that has been prepared as regulated in PP 18 of 2021 and Permen ATR/BPN No. 18 of 2021, the NTB Provincial Government through the NTB Provincial Government Asset Problem Settlement Task Force Team in Gili Trawangan conducted socialization to the community and entrepreneurs in Gili Trawangan.

The socialization is carried out so that:

- a. The community and entrepreneurs understand every clause of cooperation with the Prov. NTB, so that it meets the principles of transparency and openness as regulated by AAUPB;
- b. Provincial Government. NTB obtains suggestions and input from the community and entrepreneurs so that the land use agreement can be implemented properly and effectively, thus fulfilling the principles of impartiality and transparency in the AAUPB;

Regarding the granting of Building Use Rights over Management Rights owned by the NTB Provincial Government in the Gili Trawangan tourist area, there are several considerations, including:

1. Equal Treatment by the NTB Provincial Government

This is related to the granting of Building Use Rights to the community and businessmen who are on land with the Management Rights of the NTB Provincial Government covering an area of 100,000 m², which was previously used as a relocation area for community members and entrepreneurs who are on the PKP object land, so that it fulfills the legal purpose, namely justice.

2. Allotment of Land Rights Other than Building use Rights

a. Hak Guna Usaha (HGU)

In Article 27 letter a PP No. 18 of 2021, states that 'The holder of the right to cultivate is obliged to carry out agricultural, fishery, and/or animal husbandry businesses according to the designation and requirements as stipulated in the decision on granting their rights no later than 2 (two) years after the rights are granted.' Furthermore, in Article 62 of the Regulation of the Minister of Agrarian Affairs and Spatial Planning/National Land Agency Number 18 of 2021 concerning Procedures for Determining Management Rights and Land Rights, it is stated that Cultivation Rights are granted for agricultural, livestock and fishery/tambak business activities including plantation businesses, food crops. and/or horticultural crops. In addition, HGU land can be used for emplacements, factory buildings, warehouses, temporary residences for employees and other buildings that support business activities. Therefore, the granting of HGU in the Gili Trawangan Tourism Area is not appropriate, because the area is intended for tourism development.

b. Right of Use (HP)

In Article 49 PP No. 18 of 2021, divides the Right to Use into 2 (two) categories, namely:

- 1) usufructuary rights with a period of time; and
- 2) the right to use as long as it is used.

Right to use with a period of time to:

- 1) Indonesian citizen;
- 2) a legal entity established under Indonesian law and domiciled in Indonesia;
- 3) foreign legal entities that have representatives in Indonesia;
- 4) religious and social bodies; and
- 5) Stranger.

While the right to use as long as it is used is given to

- 1) Central Government agencies;
- 2) Local Government;
- 3) Village government; and
- 4) Representatives of foreign countries and representatives of international bodies.

In Article 112 of Permen ATR/BPN No. 18 of 2021 states that the Right to Use is granted for agricultural and non-agricultural business activities. The agricultural business in question is in the form of plants that are not accommodated in the types of agricultural crops in accordance with the provisions of the legislation. Meanwhile, non-agricultural business activities can be in the form of:

- 1) Government offices;
- 2) The office of a foreign legal entity having a representative in Indonesia;
- 3) Representative offices of foreign countries and international agencies;
- 4) Mineral and coal, oil and gas mining activities; and
- 5) Other non-agricultural activities.

It is not described in detail about other non-agricultural activities in the regulation.

3. Hak Guna Bangunan is the right choice considering the Gili Trawangan area is a tourism area which of course is the dominant business activity for lodging/hospitality. This is in accordance with Article 86 paragraph (1) Permen ATR/BPN No. 18 of 2021 which states that Building Use Rights are granted for non-agricultural business activities, including:

- a. housing area;
- b. offices;
- c. industry;
- d. warehousing;
- e. shops;
- f. hospitality;
- g. flats;
- h. power plants;
- i. harbor; or
- j. other uses in the form of buildings.

4. The period of granting the Right to Build for 30 (thirty) years is a sufficient period and provides certainty for both domestic and foreign investors to be able to try to return the value of the investment they have invested.

This is what the NTB Provincial Government considers to optimize regional property in the Gili Trawangan Tourism Area with a management model using a Land Utilization Agreement on Land Management Rights as regulated in PP No. 18 of 2021 and Permen ATR/BPN No. 18 of 2021 by making

necessary adjustments referring to the provisions stipulated in PP no. 27 of 2014 Jo PP No. 28 of 2020 and Regulation of the Minister of Home Affairs 19 of 2016 and Perda NTB No. 11 of 2017. The adjustment is made to the payment mechanism, i.e. payment is made 2 (two) working days before the agreement is signed.

The agreement on the use of land on land with management rights should be adopted in the laws and regulations governing the management of Regional Property, including the Regional Regulation of the Province of NTB. Thus, the regional property management model generally applies the same in all regions in Indonesia, but the regional property management model with management rights land status and the technique of solving regional property problems in each region are different. Therefore, it is necessary to revise the laws and regulations relating to the management of regional property.

Conclusion and Recommendation

Conclusion

Based on the description above, several conclusions can be drawn as follows:

1. The management of regional property in the Gili Trawangan tourist area is guided by:

- a. Law Number 1 of 2004 concerning the State Treasury;
- b. Law Number 23 of 2014 concerning Regional Government;
- c. Government Regulation Number 27 of 2014 concerning Guidelines for the Management of State/Regional Property as amended by Government Regulation Number 28 of 2020 concerning Amendments to Government Regulation Number 27 of 2014 concerning Guidelines for Management of State/Regional Property;
- d. Regulation of the Minister of Home Affairs Number 19 of 2016 concerning Guidelines for the Management of Regional Property;
- e. Regional Regulation of West Nusa Tenggara Province Number 11 of 2017 concerning Management of Regional Property.

There is no specific regulation regarding the management of regional property in the Tourism Area by looking at regional conditions and local wisdom of each region.

Implementation of the management of regional property in the tourist area of Gili Trawangan since the signing of the Production Contract Agreement between the Provincial Government of West Nusa Tenggara and PT. Gili Trawangan Indah on April 12, 1995 until the termination of the Agreement on September 16, 2021, only general management was carried out, namely administration and recording in the Regional Property Inventory Card (KIB). Management is specifically carried out by PT. Gili Trawangan Indah based on the agreement and the Right to Build on behalf of PT. Gili Trawangan is beautiful. After the termination of the agreement, the management completely shifted to the NTB Provincial Government based on PP No. 27 of 2014 Jo PP No. 28 of 2020, Permendagri No. 19 of 2016 and the NTB Regional Regulation No. 11 Year 2017.

2. The model for managing regional property in the Gili Trawangan tourist area in the future is carried out by adopting a Land Utilization Agreement on Land Management Rights as regulated in Government Regulation Number 18 of 2021. This is because the status of land in Gili Trawangan is Management Rights, whose management model is not specifically regulated in the laws and regulations governing the management of regional property.

Recommendation

1. For the Central Government

Revise Government Regulation Number 27 of 2014 concerning Management of State/Regional Property as amended by Government Regulation Number 28 of 2020 concerning Amendment to Government Regulation Number 27 of 2014 concerning Management of State/Regional Property and Regulation of the Minister of Home Affairs Number 19 Year 2016 concerning Guidelines for the Management of Regional Property so that:

- a. specifically regulate the status of land rights that can be managed by the Regional Government;
- b. adopting a land use model on land with management rights so that the land use model is included in the form of utilization of regional property;
- c. give authority to each Regional Head to regulate the management of regional property that is specifically located in tourist areas according to regional conditions and existing local wisdom;
- d. specifically regulates the addendum to the form of agreement on the use of regional property which had previously been prepared and signed based on Permendagri Number 3 of 1986.

2. For the NTB Provincial Government

a. Revise the Regional Regulation Number 11 of 2017 concerning Management of Regional Property so that:

- 1) specifically regulates the status of land rights that can be managed by the Regional Government;
- 2) adopting a management model with the use of land on land with management rights so that the land use model is included in the form of utilization of regional property;

b. Forming a special team to monitor and evaluate the implementation of land use agreements in the Gili Trawangan tourist area;

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