

Ownership of Agricultural Land and Residence for Husband and Wife Who are Different Citizens (Mixed Marriage)

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Abstracts: There is a fundamental difference between land and agricultural land. The soil itself is the main component of land and has the bearing capacity so that it can withstand the weight of it and the raw materials for making various kinds of goods. While agricultural land is an area on the surface of the earth that has certain criteria such as atmosphere, soil, geological layers, hydrology, biosphere, and plant and animal populations. Based on the provisions of land law in Indonesia every land can be given rights, such as property rights. This study aims to find out and analyze the ownership rights to agricultural land and residence for married couples with different forms of marriage (mixed). This research was conducted using a normative juridical approach. Legislation, literature, publications, and periodicals on the marriage agreement are the legal sources used. The results of the research show that the provisions of the laws and regulations in Indonesia regarding ownership rights to agricultural land and residence for married couples with different nationalities must be based on the marriage agreement that was made. The form of the marriage agreement that is made contains the separation of assets owned by married couples of different nationalities. Because of Indonesian land law, which states that only Indonesian residents can acquire ownership rights to land.

Keywords: Ownership, Land rights, Farmland, Marriage, Different citizens.

1. INTRODUCTION

Land rights are a right to control land by the state that is given to a person, group of people, or legal entities, both Indonesian citizens and foreign nationals. Holders of land rights are given the authority to use the land or take advantage of the land they own. The state has the authority to determine land rights that can be owned by and/or granted to individuals and legal entities that meet the specified requirements. This authority is regulated in Article 4 paragraph (1) of Law Number 5 of 1960 concerning Basic Agrarian Regulations (hereinafter referred to as UUPA) which states that: "Based on the right to control from the State as referred to in Article 2 it is determined that there are -types of rights over the surface of the earth, called land, which can be given to and owned by people either alone or together with other people and legal entities." The most important right that citizens must have is the right to own land. Ownership of land is a peasant right that must be fulfilled by the state. The state's obligation to provide sufficient land for its citizens is in line with the constitution which states that the wealth in the state is used for the benefit of the people. Ownership rights are granted either in the form of agricultural land or residence (house).

Indonesia is a nation that uses written rules in the form of legislation to control marital interactions in its society. According to Indonesian marriage law, a man and a woman become husband and wife and make an inner and exterior relationship to create a happy, eternal family based on God Almighty. It is evident from this that Indonesian marriage law calls for unions to create a happy, everlasting family based on the One Godhead. The Civil Code (hereinafter referred to as the "Civil Code"), Law Number 1 of 1974 Concerning Marriage (hereinafter referred to as the "Marriage Law"), Constitutional Court Decision No. 69/PUU-XIII/2015, as well as the Compilation of Islamic Law (hereinafter referred to as the "KHI"), regulate the terms of marriage agreements in Indonesia.

The legal act of marriage carries with it privileges and responsibilities for the people who participate in it. Legal repercussions for a man and a woman after marriage include the legal status of the couple as husband and wife, as well as the division of their assets and income [1]. The provisions of relevant customary law are occasionally bound by marriages that are consummated, therefore they frequently take precedence over state-enacted legislation [2]. Commitment from other partners is beneficial for maintaining marital relationships. Knowing the dangers and repercussions before being married and having faith in God is crucial for the longevity of the marriage [3].

In Indonesia, mixed marriages are prevalent in all social strata and every region of the nation. Through migration from one nation to another, the globalization of information, the economy, and transformation has expanded human mobility. As a result, people now encounter and interact with people from many different ethnic

groups who follow numerous different cultures, faiths, and customs. Meeting and communicating with foreigners enables nationals of a country to wed those who are residing there temporarily or permanently, leading to what is known as a mixed marriage. The term "mixed marriage" in the Marriage Law of the Republic of Indonesia is defined as "marriage between two people who are subject to different laws in Indonesia because of differences in nationality, and one of the parties is a foreign citizen and one of the parties is an Indonesian citizen" in Article 57. Marriages involving two (two) legal systems, such as mixed marriages and marriages performed outside of Indonesia, necessitate consideration of each bride and groom's respective legal systems during the procedures and provisions that determine the validity of the marriage and its legal ramifications [4].

From the aforementioned mixed understanding, it is also clear that one of the legal repercussions of mixed marriages is the acquisition or loss of citizenship of the participants in the marriage. This occurs as a result of the parties involved in the proposed mixed marriage having different nationalities. Since certain issues in mixed marriages still fall under both Indonesian law and international law, there is frequent legal ambiguity. It is different if both parties (both Indonesian citizens and foreign nationals) agree to select one nationality so that there won't be any legal confusion caused by the adoption of two distinct legal systems because there will only be one system that rules them. Additionally, marriage will always have legal ramifications for the property possessed jointly by the husband and wife and passed down to their descendants [5].

According to Article 35 of Law Number 1 of 1974 on marriage, there are two types of property in a marriage: congenital property and joint property. Assets obtained before the marriage, such as gifts or inheritance, are referred to as congenital assets, whereas assets acquired during the marriage are referred to as joint assets. Husband or wife may act concerning the joint property with the consent of the other party. By signing a marriage contract, one can prevent changes to the property settlement terms of a marriage.

Marriages conducted with various nationalities will be impacted by property as defined in Article 35 of the Marriage Law. The Big Indonesian Dictionary defines property as things (such as money and other assets) that become riches, which includes real estate. Land rights are defined as property rights, cultivation rights, building rights, usufructuary rights, lease rights, the right to clear land, and the right to collect forest products as described in Article 16 paragraph (1) of Law Number 5 of 1960 concerning Basic Agrarian Principles, also known as the Basic Agrarian Law (UUPA). Additionally, additional rights are ephemeral and are governed by other legislation.

The right to utilize or carry out the particular land parcel for whatever purpose is a component of property rights. There is an ownership tie as well as a psychological and emotional one. Only single Indonesian nationals are meant to have ownership rights. Only privately owned land may be a waqf. According to Article 20 (1) of the Basic Agrarian Law, this right is the most comprehensive, hereditary type of land right. Land ownership provisions are governed by Article 21 of the Basic Agrarian Law, which states that only Indonesian nationals may own property there.

After marriage, an Indonesian citizen who is married to a foreign citizen (foreigners) is not permitted to own ownership rights, cultivation rights, or building use rights over land. Thing The Marriage Law's Article 35, which specifies that objects acquired during the marriage become joint property, is in line with this. As a result, if there is a mixing of post-marriage assets, they will also take ownership of the joint property. Foreigners (citizens) are not permitted to own ownership, cultivation, or use rights under the terms of Act No. 5 of 1960 establishing Basic Regulations on Agrarian Principles.

According to Article 21 paragraph 3 of the Republic of Indonesia's Basic Agrarian Law, which deals with foreign nationals, foreign nationals who lose their Indonesian citizenship due to mixed marriages or who change their nationality are not eligible to own property in Indonesia. Foreign nationals who inherit property rights must transfer those rights to third parties no later than one year after they acquire those rights. The land or the ownership rights to the land pass to or are controlled by the state if it is not transferred to a third party.

2. METHODOLOGY

This study employs a sort of library research known as an analysis of books or books as well as the findings of scientific works pertinent to this study and derived from library resources. All sources are textual (printed) documents about research issues, in addition to other books and gadgets [6].

The methodology utilized in this study is a qualitative technique, which processes and analyzes data without using numerical, symbolic, or mathematical variables in favor of an in-depth understanding through case-by-case analysis. The researcher employs a normative juridical approach in the discussion, which is the type of approach that draws on the provisions of the laws currently in effect in a nation, or a doctrinal juridical approach method, which draws on legal theories and legal scientists' opinions, particularly those that are pertinent to the issues discussed [7].

The debate is conducted using a normative legal method in this study [8], Specifically, the sort of approach employing a country's current laws or the doctrinal legal approach technique, which refers to legal theories and legal scientists' opinions, particularly those that relate to the topics being examined. Using laws to address the concerns raised, the juridical-normative method was adopted in this study.

3. RESULT

3.1. A Mixed Marriage (Multinational Couples)

In mixed or cross-country unions, the husband and wife are from two different countries [9]. Mixed marriages can happen as a result of travel, relocating to another nation, or population migration [10][11]. A mixed marriage also involves two people of different nationalities, but each partner's citizenship is preserved (dual citizenship) [12]. Due to mixed marriages, one of the partners may lose his or her original citizenship since the woman may follow the husband or the husband may follow the wife [13].

What constitutes a mixed marriage? It is mentioned in Article 1 of Stb. 1898 No. 158 that mixed marriages are unions between individuals who are subject to various laws in Indonesia. According to this definition, a mixed marriage includes [14]:

- 1) International Marriage, including unions between citizens and non-citizens, between non-citizens from countries with distinct laws, and unions celebrated overseas;
- 2) Intergroup union. Due to the Colonial Government's segmentation of demographic divisions, there were mixed marriages between tribes;
- 3) Indigenous marriages, such as unions between Javanese males and Sundanese women;
- 4) Mixed marriages, also known as interfaith weddings, are unions between people of various religions. a case of a Muslim woman being married to a Christian. Since the passage of Law No. 1 of 1974, this clause is no longer applicable.

According to Law Number 1 of 1974 about Marriage, Article 57 defines a mixed marriage as one in which one party is an Indonesian citizen but both spouses are subject to separate laws in Indonesia because of their distinct nationalities. According to Law Number 1 of 1974, which prohibits marriages between Indonesian residents and foreigners, mixed marriages are a logical result of the times and the country's rapidly growing tourist industry. Such mixed marriages are not only a legal act that produces complications and has civil legal repercussions, but they also have public legal repercussions, particularly in the area of citizenship. When Indonesian and foreign citizens get married, two legal systems—the Indonesian legal system and the applicable foreign legal system—are linked. This linkage of the two legal systems is brought about by the different citizenships of the two parties [15].

For Indonesian nationals, refer to sections 57–62 of Law Number 1 of 1974 concerning Marriage for a thorough

explanation of the provisions governing mixed marriages owing to different nationalities. According to Article 60 of the Marriage Law, for this marriage to be valid [16][17]:

- 1) Mixed weddings cannot take place unless it is shown that the legal requirements for each party's marriage have been met.
- 2) Those who, following the legislation that applies to their respective parties, are permitted to register weddings are issued a certificate stating that the requirements referred to in paragraph (1) have been met, demonstrating that there are no hurdles to entering into mixed marriages.

3.2. Marriage Agreement

The marriage agreement is one part of the pre-nuptial agreement that is usually carried out by the bride and groom, both male and female. This is done when both parties weigh their respective assets to avoid being hurt if their marriage ends in divorce in the future [18]. The use of a marital agreement for divorce-related issues such as child custody, parental responsibility distribution, and child-interest-related decisions [19]. The parties may feel satisfied with the marital arrangement they have reached. The marital contract might offer benefits but has no impact on the likelihood of divorce. The marital contract offers significant consideration for divorce but has little influence on the desire for divorce [20]. A marriage contract gives husband and wife the chance, to be honest with one another and to express their shared willingness to follow the terms of the contract. Because the Marriage Law does not govern the aim of the Marriage Agreement, everything is left up to both parties, especially the husband and wife. A marriage agreement is often created to legally protect each husband and wife's property [21]. The ideal way for engaged couples planning to wed to safeguard the assets of the pair is to draft a marriage contract [22].

The current marriage contract is based on the following paragraphs of Decision Number 69/PUU-XIII/2015 of the Constitutional Court of the Republic of Indonesia:

- 1) Both parties may submit an agreement in writing, recognized by the marriage registrar or notary, at the time of, before it occurs during, or during the marital bond, and the contents will then apply to third parties as long as the parties third stuck;
- 2) The agreement cannot be approved if it transgresses morals, religion, or legal restrictions;
- 3) Unless otherwise stated in the Marriage Agreement, the agreement is effective as of the day of the marriage; and
- 4) During the marriage, the marriage agreement, which may include agreements on a marital property or other matters, cannot be amended or revoked unless both parties agree to do so and the change or revocation does not negatively impact a third party.

Numerous agreements are formed during marriage about assets that are owned as common property. Many married husbands and wives do not engage in a marriage agreement since they are not yet particularly popular in Indonesia [23]. Despite being covered by the Marriage Law, the Indonesian people rarely enter into marriage agreements. This is because custom and marital issues are inextricably linked. A perspective based on conventional wisdom that views marriage as a relationship that can only be severed or terminated by the will of God Almighty upon death [24].

The marriage contract may be written as a notarial deed as long as it doesn't go against moral, religious, or legal principles. This marriage arrangement has various advantages for the parties that enter into it, including [25]:

- 1) Everything is organized clearly.
With the marital covenant, domestic life is clarified and husband and wife are no longer a concern.
- 2) Property and debt
When a husband and wife decide to divorce, the question of property and debt can get confusing. With this marital agreement, it is made plain that: The husband's assets and obligations are his property, and the husband and wife share the same responsibility for them.

3) Attempted

A marriage contract enables husband and wife to quickly and professionally establish new business agreements with other parties. This occurs because each person's name is used while calculating their wealth, not just one.

A marriage contract deviates from the rules of marital property. Article 35 of the Marriage Law, which states that property acquired during a marriage becomes joint property, governs the distribution of assets. In the meanwhile, assets acquired before the marriage, such as those received as gifts or inheritances, become intrinsic assets.

3.3. Ownership of Land

Land that can be granted ownership rights by the state based on land law in Indonesia, namely agricultural land and housing or residence. Soil is part of the earth's crust which is composed of minerals and organic matter. Soil has a very vital role for all life on earth because soil supports plant life by providing nutrients and water and as a support for plant roots. The structure of the soil which has cavities makes the soil a good place for roots to breathe and continue to thrive. The granting of land rights is seen from the function of the land, such as for plantations, and fisheries, the land rights granted are Cultivation Rights. The function of land for buildings is that the land rights granted are Cultivation Rights. A building as a place of business is different from a building as a place of residence, as the provisions in force state that a building as a place of residence (house) can be given ownership rights over land.

In general, the state in Indonesia is in charge of land rights. The Indonesian people themselves are the first group to have their land rights controlled by the state; it is mentioned here that the land as a whole belongs to the Indonesian people. Several individuals and organizations believe that the land in Indonesia is theirs in its entirety and that the government has the authority to regulate it. The state controls the land in Indonesia in the sense that it has been granted the authority to administer it for the benefit of the Indonesian people themselves. This control is not intended to constitute a property right. Third, rights under customary law are recognized, particularly those of land, which are well-known for having ulayat rights [26].

The hereditary, strongest, and most comprehensive rights that individuals can acquire on land are described as property rights in Article 20 paragraph (1) of the Basic Agrarian Law of Indonesia. Procedures and requirements for acquiring land ownership rights, which take place as a result of legal requirements, customary practices, governmental rules, and provisions of the Constitution. The second objective of Article 3 land registration, as stated in Government Regulation of the Republic of Indonesia Number 24 Years 1997, is to give holders of registered plots of land, apartments, and other rights certainty of law and legal protection so that they can easily establish their ownership of the relevant rights; to provide information to parties with an interest, including the government, so that they can easily obtain the information required to carry out legal actions in the relevant fields [27].

Who may be granted property rights is governed by Article 21 of the Basic Agrarian Law, specifically as follows:

1. Only Indonesian citizens are eligible to own property;
2. The government chooses which legal body is eligible to have ownership rights;
3. Foreigners who acquire property rights after the Basic Agrarian Law's passage due to inheritance without a will or asset mixing as a result of marriage, as well as Indonesian citizens who hold property rights but lose citizenship after the law's passage, are required to give up those rights within a year of acquiring the rights or losing citizenship, respectively. If the Ownership Rights are not surrendered after this period, the rights are legally void and the land becomes the property of the state, as long as the other party's rights are preserved;
4. A person cannot possess the land with the status of property rights as long as they also hold foreign citizenship in addition to their Indonesian citizenship.

In theory, only persons, specifically as sole residents of Indonesia, are the owners of the land. As a result, Indonesian people who are unmarried are essentially the only ones who have access to property rights. Foreigners who acquire property rights through inheritance without a will or through the marriage-related mixing of assets, as well as Indonesian citizens who have property rights but lose their citizenship, are required to give up those rights within a year of acquiring them or losing their citizenship, respectively.

Deleted ownership rights occur if:

1. The state acquired the land because:

- a) The loss of rights;
 - b) Owner's voluntary submission;
 - c) Forgotten, or
 - d) Foreigners who acquire property rights through inheritance, marriage, loss of citizenship, a combination of assets, gifting by will, exchanging, buying, and other acts intended to transfer property rights to foreigners, to an Indonesian citizen who also holds foreign citizenship, or to an undetermined legal entity;
2. The landscape is ruined.

4. DISCUSSION

According to the Republic of Indonesia's Basic Agrarian Law, only citizens of Indonesia are permitted to own land with the status of property rights. Land rights are granted by looking at the type of land use and function. Land with the status of Freehold is only given to agricultural land and or residence. The arrangement regulating shared property in mixed marriages pertains to Indonesian marriage legislation, specifically Law Number 1 of 1974 concerning marriage since a mixed marriage is a marriage that occurs in Indonesia between an Indonesian citizen and a foreign citizen. After a marriage is consummated, a marriage agreement may be made; nevertheless, this is a legal decision that must be carried through with all its repercussions. A second chance to form a marriage agreement is now available to couples who wish to do so after their marriage has ended or who previously forgot or neglected to do so. For Indonesian citizens who are married to foreign nationals but neglected to draft a separation agreement, this presents challenges because they are unable to exercise their property rights to purchase land and/or buildings in Indonesia.

Marriage agreements are primarily signed by husband and wife pairs to avoid many types of issues that may develop in the home, including issues with property acquired via marriage, accounts payable, child care and education, domestic violence (KDRT), views toward polygamy, and other issues. additional elements that may have a role in the development of different conflicts or tensions in marriage. According to Constitutional Court Decision No. 69/PUU-XIII/2015, Article 139 of the Civil Code and Article 29 Paragraph (4) of the Marriage Law truly have the same meaning, i.e., a marriage agreement is a type of deviation from the law governing property in marriage. A marriage agreement must be made if a prospective husband and wife choose to depart from the rules governing marital property, specifically Article 35 of the Marriage Law. Under Article 139 of the Civil Code and Section 4 of Article 29 of the Marriage Law. The Marriage Agreement is a Type of Deviation from the Regulation of Property in Marriage, according to the Constitutional Court's Decision Number 69/PUU-XIII/2015.

If there is no marriage contract, Indonesian citizens who marry foreigners are not entitled to land ownership rights. This is under Article 35 of the Marriage Law's regulations, which provide that any property obtained during marriage shall become joint property. Since only Indonesian nationals have land rights, Article 21 of the Basic Agrarian Law does not apply to this situation. Accordingly, Indonesian citizens who marry foreign nationals and retain their Indonesian citizenship must have a marriage agreement if they want to enjoy land rights and property rights, especially in the situation of dividing up marital property.

5. CONCLUSION

The study's findings indicate that mixed marriages are unions between two foreign nationals and one Indonesian. The outcome of the marriage affects financial status. According to Indonesian marriage law, marital assets are separated into two categories: congenital property and joint property. Joint assets are possessions amassed during a marriage. Land and structures can be considered assets in a marriage. The Republic of Indonesia's Basic Agrarian Law governs both land and structures, and a variety of land rights may be given. The hereditary, most powerful, and comprehensive right that humans may have on land is one of their rights to it, such as property rights. Only Indonesian nationals are eligible for provisions on land ownership rights; foreign citizens are not eligible for such provisions. Without a marriage contract, mixed marriages are seen as a union of assets, making it impossible to give ownership of property in the form of land with property rights due to the presence of foreign owners. Marriage agreements based on Indonesian marriage law may be formed before, during, or following the wedding. The division of marital property is the purpose of the marriage contract. Therefore, a marriage agreement is required in cases when an Indonesian citizen marries a foreign citizen and wants to obtain land rights with property rights status.

REFERENCES

- [1] W. Darmabrata, *Hukum Perkawinan Perdata (Syarat Sahnya Perkawinan, Hak dan Kewajiban Suami Istri, Harta Benda Perkawinan)*. Jakarta: Rizkita, 2009.
- [2] M. A. O. Ajayi, "The dissolution of customary law marriage in Nigeria and intestate inheritance: A review of the supreme court decision in *Okonkwo v Ezeaku*," *Bild Law J.*, vol. 6, no. 1, pp. 89–103, 2021.
- [3] S. M. M. Massinai and F. A. Abidin, "The Meaning of Marriage: A Phenomenological Study of Women Married at Early," *Martabat J. Peremp. dan Anak*, vol. 4, no. 2, pp. 267–282, 2020, doi: 10.21274/martabat.2020.4.2.267-282.
- [4] Herni Widanarti, "Akibat hukum perkawinan campuran terhadap harta perkawinan," *Diponegoro Priv. Law Rev.*, vol. 2, no. 563, pp. 161–169, 2018.
- [5] N. P. Ashari, "Tinjauan Yuridis Terhadap Pembagian Harta Benda Perkawinan Campuran Sebelum dan Sesudah Berlakunya Undang-Undang No. 1 Tahun 1974.," Universitas Sumatera Utara, 2019.
- [6] S. Hadi, *Metodologi Riserch 1*. Yogyakarta: Gajah Mada, 1980.
- [7] Soemitro, *Metodologi Penelitian Hukum dan Jurimetri*. Jakarta: Ghalia Indonesia, 1998.
- [8] S. Soekanto and S. Mamudji, *Penelitian Hukum Normatif Suatu Tinjauan Singkat*. Jakarta: Raja Grafindo Persada, 1994.
- [9] J. Moret, A. Andrikopoulos, and J. Dahinden, "Contesting categories: cross-border marriages from the perspectives of the state, spouses and researchers," *J. Ethn. Migr. Stud.*, vol. 47, no. 2, pp. 325–342, 2021, doi: 10.1080/1369183X.2019.1625124.
- [10] I. Ryabov and Y. Zhang, "Entry and Stability of Cross-National Marriages in the United States," *J. Fam. Issues*, vol. 40, no. 18, pp. 2687–2706, 2019, doi: 10.1177/0192513X19860186.
- [11] A. Al-Rebholz and U. Apitzsch, "Transnational marriages: National policies, generational transmissions, and gender dynamics – a biographical policy evaluation perspective," *Eur. J. Cult. Polit. Sociol.*, vol. 8, no. 4, pp. 381–401, 2021, doi: 10.1080/23254823.2021.1992292.
- [12] A. B. Cottrell, "Cross - National Marriages: A Review of the Literature," *J. Comp. Fam. Stud.*, vol. 21, no. 2, pp. 151–169, 2019, doi: 10.3138/jcfs.21.2.151.
- [13] A. Kristol and J. Dahinden, "Becoming a citizen through marriage: how gender, ethnicity and class shape the nation," *Citizensh. Stud.*, vol. 24, no. 1, pp. 40–56, 2020, doi: 10.1080/13621025.2019.1691152.
- [14] H. Widanarti, "Tinjauan Yuridis Akibat Perkawinan Campuran Terhadap Anak," *Diponegoro Priv. Law Rev.*, vol. 4, no. 1, pp. 447–552, 2019.
- [15] R. Fauzi, "Perkawinan Campuran Dan Dampak Terhadap Kewarganegaraan Dan Status Anak Menurut Undang-Undang Di Indonesia," *Soumatara Law Rev.*, vol. 1, no. 1, pp. 153–175, 2018, doi: 10.22216/soumlaw.v1i1.3395.
- [16] D. P. Utami and F. K. Ghifarani, "Perkawinan Campuran Di Indonesia Ditinjau Dari Hukum Islam Dan Hukum Positif," *MASADIR J. Huk. Islam*, vol. 1, no. 2, pp. 156–175, 2021, [Online]. Available: <https://ejournal.inkafa.ac.id/index.php/masadir/article/view/372>.
- [17] M. N. K. Al Amin, "Perkawinan Campuran Dalam Kajian Perkembangan Hukum: Antara Perkawinan Beda Agama Dan Perkawinan Beda Kewarganegaraan Di Indonesia," *Al-Ahwal J. Huk. Kel. Islam*, vol. 9, no. 2, p. 211, 2017, doi: 10.14421/ahwal.2016.09206.
- [18] Y. Y. Abdillah, "Perjanjian Perkawinan Sebagai Upaya Membentuk Keluarga Bahagia (Tinjauan Maqāṣid asy-Syarī'ah)," *Al-Ahwal J. Huk. Kel. Islam*, vol. 10, no. 2, p. 165, 2018, doi: 10.14421/ahwal.2017.10205.
- [19] S. Marinho, "Separate Mothering and Fathering: The Plurality of Parenting Within the Framework of Postdivorce Shared Parenting Norms," *J. Divorce Remarriage*, vol. 58, no. 4, pp. 288–309, 2017, doi: 10.1080/10502556.2017.1305852.
- [20] C. Maybruch, S. Weissman, and S. Pirutinsky, "Marital Outcomes and Consideration of Divorce Among Orthodox Jews After Signing a Religious Prenuptial Agreement to Facilitate Future Divorce," *J. Divorce Remarriage*, vol. 58, no. 4, pp. 276–287, 2117, doi: 10.1080/10502556.2017.1301152.
- [21] H. Faradz, "TUJUAN DAN MANFAAT PERJANJIAN PERKAWINAN," *J. Din. Huk.*, vol. 8, no. 3, pp. 249–252, Sep. 2008, doi: 10.20884/1.jdh.2008.8.3.82.
- [22] M. A. A. Ramadhan, K. S. Hasan, and A. Syarifudin, "Perjanjian Perkawinan Terhadap Harta Yang Diperoleh Selama Perkawinan Pasca

- Perceraian," *Repert. J. Ilm. Huk. Kenotariatan*, vol. 6, no. 2, pp. 157–169, 2017, doi: 10.28946/rpt.v6i2.305.
- [23] Marsidah, "Perjanjian Perkawinan Antara Suami Istri Berdasarkan Undang-Undang Perkawinan," *Solusi*, vol. 18, no. 2, pp. 218–228, 2020, doi: 10.36546/solusi.v18i2.283.
- [24] Sriono, "Perjanjian Kawin Sebagai Bentuk Perlindungan Terhadap Harta Kekayaan Dalam Perkawinan," *J. Ilm. "Advokasi"*, vol. 04, no. 02, pp. 69–80, 2016.
- [25] L. D. Ayuningtyas, "Legal Consequences of Pre-Marriage Agreement Regarding Joint Assets in the Form of an Authentic Deed," *Sultan Agung Notary Law Rev.*, vol. 4, no. 2, pp. 139–150, 2019.
- [26] I. Sari, "Hak-Hak Atas Tanah Dalam Sistem Hukum Pertanahan Di Indonesia Menurut Undang-Undang Pokok Agraria (UUPA)," *J. Mitra Manaj.*, vol. 9, no. 1, pp. 15–33, 2017, [Online]. Available: <https://journal.universitassuryadarma.ac.id/index.php/jmm/article/view/492>.
- [27] J. S. Pansariang, "Proses Dan Syarat Untuk Memperoleh Hak Milik Atas Tanah Di Indonesia," *Lex Priv.*, vol. 2, no. 3, p. 154267, 2014.

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