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### RESEARCH ARTICLE

#### MODEL AGREEMENT FOR AGRICULTURAL LAND PRODUCT SHARING BASED ON CUSTOMARY LAW AND LAW NO. 2 OF 1960 CONCERNING PROFIT SHARING AGREEMENTS(CASE STUDY OF PROFIT SHARING ON MARO AGRICULTURAL LAND IN WEST LAMPUNG REGENCY)

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#### Abstract

Agricultural land production sharing agreements are agreements that have permanent legal force as regulated in Law Number 2 of 1960 which specifically regulates production sharing agreements. These agreements originate from customary law in Indonesia. The profit sharing agreement implemented in GihamSukamaju Village, Sekincau District, West Lampung Regency has always been done verbally based on trust and agreement. The cultivator and land owner together determine the terms and conditions of the agreement, including rights and obligations. Profits obtained from the use of the land will be distributed according to mutually agreed terms. The aim of this research is to identify and analyze production sharing agreements (Maro) for agricultural land in GihamSukamaju Village, Sekincau District, West Lampung Regency. The research method uses normative-empirical law and a case approach. The results of this research are that the production sharing agreement (maro) for agricultural land in GihamSukamaju Village, Sekincau District, West Lampung Regency is still based on hereditary customs and on the basis of mutual trust. Maro or agricultural land production sharing agreement, divides the results of agricultural land according to the agreement between the owner/controller of the land and the cultivator. After deducting cultivation costs, the results are shared between the cultivator and the land owner/controller.

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#### Introduction:-

Land has an important meaning for every Indonesian because it cannot be separated from the needs of daily life. It is specifically targeted at those living in rural areas who earn money through agricultural activities. Most rural communities consist primarily of farmers who depend on the natural resources of the land to meet their basic needs, such as food, clothing, housing, and other essential needs. This shows that land has a broader connotation beyond its actual form, because its value is linked to economic and social dimensions (Ni LuhAriningsih Sari. 2021). The definition of land is regulated in "Article 1 and Article 2 of Government Regulation Number 24 of 1997 concerning Land Registration, which states that land is part of the earth's surface which is a limited area".

Law Number 5 of 1960, the Basic Agrarian Law (UUPA), regulates land. The UUPA strategy prioritizes community services, especially to farmers, who are an important component of Indonesian society. UUPA helps develop a just

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and prosperous society. Society needs land regulations from the government that can guarantee justice, prosperity and legal clarity regarding land rights, especially for farmers who depend on that land.

UUPA has a basic principle, namely "Landreform" or "Agrarian Reform". This principle is regulated in the provisions of UUPA Article 10 Paragraphs (1) and (2) which contains a principle, namely, that "agricultural land must be worked or cultivated actively by the owner himself in its implementation is regulated in statutory regulations." To uphold this principle, it is important to establish regulations that stipulate the minimum amount of land that farmers must own to maintain a respectable standard of living and generate adequate income for themselves and their families (Article 13 Jo. Article 17 UUPA). Apart from that, there needs to be regulations that regulate the maximum limit of land ownership. Preventing the accumulation of land in certain groups ensures that ownership of large areas of land by right of ownership (as stated in Article 17 of the UUPA) is not concentrated in the hands of a few people.

Based on Article 17 of the UUPA, it contains a very important principle, namely, that "ownership and control of land that exceeds the limits is not permitted, because this can harm the public interest". The part of the earth's surface that is not covered by water is called land. The intent here is not to regulate land as a whole, but rather to regulate certain components of it, namely the legal concept known as land rights (FX. Sumarja. 2015).

There are still agricultural communities, especially in rural areas, who use or exploit land that they do not own by means of, for example, leasing, profit sharing, pawning and so on. Based on Article 53 of the UUPA, "that customary rights which are in conflict with the provisions of the UUPA (Articles 7 and 10) but which are related to the current situation of society cannot yet be abolished, are given a temporary nature, namely with the right of lien, profit-sharing business rights, the right to ride and agricultural land rental rights, which must be implemented according to law and other regulations to prevent rights relations that are "oppression or forced labor".

A production sharing agreement is a contractual agreement where one party, called the cultivator, is given the right to cultivate a plot of agricultural land belonging to another party. The cultivator and land owner agree to share the harvest according to mutually agreed proportions. The main purpose of a production sharing agreement is not the acquisition of property, but rather the use of land for cultivation purposes and the subsequent results obtained from it. This agreement involves the land owner and cultivator as the main parties involved. This production sharing agreement is carried out verbally from generation to generation and is built on the basis of mutual trust between farmers and land owner (RiaAyu N, AgungBasuki P. Suparno. 2017).

The agricultural land production sharing agreement is an agreement that has permanent legal force as regulated in Article 3 Paragraph (1) of Law Number 2 of 1960, known as the Production Sharing Agreement Law. This statutory regulation was formed in Indonesia based on customary law and outlines the agreement regulations which contain "all production sharing agreements must be made by the owner and cultivator themselves in writing before the head of the village or region of the same level where the land in question is located, hereinafter in this law is called the Village Head, witnessed by two people each from the owner and the cultivator." The provisions of this article aim to avoid future disputes regarding the rights and obligations between the two parties.

"This production sharing agreement has other supporting regulations, namely as follows:

- 1) Minister of Agrarian Regulation Number 4 of 1964 concerning Guidelines for Implementing Production Sharing Agreements. This regulation is intended to further intensify the implementation of Production Sharing Agreements, simplify and perfect the existing production sharing agreement regulations.
- 2) Instruction of the President of the Republic of Indonesia Number 13 of 1980 concerning Guidelines for Implementing Law Number 2 of 1960 concerning Production Sharing Agreements. This regulation is aimed at increasing food production efforts, distributing the results fairly, improving the implementation of Law No. 2 1960 in accordance with the development of farming communities and advances in technology and land exploitation facilities for food production.
- 3) Joint Decree of the Minister of Home Affairs and the Minister of Agriculture Number 211 of 1980, Number 714/Kpts/Um/9/1980 concerning Instructions for Implementing Presidential Instruction Number 13 of 1980 concerning Implementation of the Production Sharing Agreement Law. This regulation is a guide to the implementation of Presidential Instruction no. 13 of 1980.
- 4) Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia Number 18 of 2016 concerning Control of Control of Agricultural Land, namely Article

9 Paragraph (2) states that in the event that the land owner as intended in Paragraph (1) cannot cultivate or utilize his land, he can cooperate with other parties based on written agreements.

- 5) Minister of Home Affairs Regulation Number 15 of 1974 concerning Follow-up Guidelines for the Implementation of Landreform. This regulation is intended to limit control of agricultural land."

There are 20 previous studies related to the distribution of agricultural land products and have been attached in table form. It can be classified, namely wet land production sharing agreements, there are 12 studies with different profit sharing balances for land owners 25% and land cultivators 75%, there are 3 (three) studies, namely in Sleman, Karanganyar and East OganKomeriungUlu Regencies. There are 7 (seven) research owners of land 1 and cultivator 1, namely Sampang Regency, East Java Province, Brebes, Nganjuk, Pekalongan, Sukabumi, West Java Province, Maros, South Sulawesi Province, and Sleman. There are 60% cultivators and 40% land owners in 1 (one) study, namely in Sukabumi Regency, West Java Province. There is 1 (one) study of cultivator 1 and land owner 2, namely in Morowali Regency, Central Sulawesi Province.

In wetlands, there is 1 study with an unclear distribution of results and using a system, namely one strip of land used by the cultivator, so the profit sharing for the land owner is 10 teams or 120 kg of clean rice, if in the form of money, it is IDR. 600,000.00 in Meranti Islands Regency, Riau Province and 1 chain of land (400 square meters) which is estimated as 4 cans for the land owner. 1 can is valued at 10kg of rice, as for losses or excess harvest, the owner doesn't want to know what is important. 1 chain gets 4 cans which means 40kg of rice in Langkat Regency, North Sumatra Province. There are 8 studies on dry land with an equal distribution of profits between land owners 1/2 and cultivators 1/2, there are 3 (three) studies, namely in Limapuluh Kota Regency, West Sumatra Province, Purworejo, and Deli Serdang, North Sumatra Province. There were 2/3 cultivators and 1/3 land owners in 4 studies, namely in Sampang Regency, East Java Province, Nganjuk and North Lampung. There is 30% land owner and 70% cultivator, namely in Bogor Regency.

Based on previous research, there are differences in verbal agreements in each region, meaning that this production sharing agreement will be influenced by the availability of labor and the availability of arable land. The function of labor is very important because it is closely related to productivity. The existence of a correlation between labor and income means that the presence of employment opportunities on the land has a beneficial impact on farmer income. The absence of sufficient labor will cause delays in planting, thereby impacting plant growth, productivity and product quality, thus affecting the overall results achieved by farmers. By using the maximum workforce, productivity can be maximized (CendikiaHimawan Tri Nugraha&NugrohoSumarjiyantoBenedictus Maria. 2021). This means that if the availability of labor is greater than the availability of arable land, it will benefit the land owner, but conversely, if the availability of arable land is greater than the availability of labor, then the party who will benefit is the land cultivator.

Production sharing arrangements in GihamSukamaju Village, Sekincau District, West Lampung Regency have been carried out traditionally using verbal communication, relying on trust and mutual understanding. Farmers and land owners determine the contents of the agreement, including their respective rights and obligations. Profits obtained from the use of these assets will be shared according to mutually agreed terms. The start of an oral agreement begins with the cultivator asking permission first from the land owner to be able to work on the land or use his agricultural land. If the land owner agrees, then an oral agreement occurs.

Residents of GihamSukamaju Hamlet are familiar with the agreement called "Maro" between farmers and land owners. The term of existing production sharing agreements cannot be ascertained because they are not documented or are only verbal. Therefore, the verbal agreement to share the results of agricultural land in GihamSukamaju Village is not in accordance with the provisions contained in Law Number 2 of 1960 which regulates production sharing agreements. This gap arises because of the practice of dividing agricultural land results between generations.

The majority of people living in GihamSukamaju Village have agricultural land production sharing agreements for arid land, which refers to large areas of land that are free from flooding or excess moisture for most of the year (Anny Mulyani&Mamat H.S. 2019). Usually the person who divides the produce from agricultural land is the land owner, then the proceeds will be divided into two, namely half for the cultivator and half for the land owner. Before dividing the produce from agricultural land, the costs of cultivation will be deducted first by the land owner because the person providing the capital is the land owner. After deducting the costs of the work, the proceeds are immediately divided by two. If they experience a loss in their harvest, usually the land owner will voluntarily give

money to the cultivator. Here, the category of loss in harvest results is that there is no return on investment, of course this means that the land owner still gets income, even though it is less than the cultivation costs that have been incurred. Land owners here experience losses in the form of material and cultivators experience losses in the form of labor because they have taken care of the vegetable crops until the harvest arrives.

The availability of labor in GihamSukamaju Village, Sekincau District, West Lampung Regency is greater than the availability of agricultural land as evidenced by the large number of cultivators. Daily farm workers are still paid relatively low wages, namely IDR 50,000.00 for women and IDR 60,000.00 for men. In GihamSukamaju Village there are cultivators who are land owners. This happens because the land owner borrows money from other people. If the money is returned, the land will be returned to the land owner. This event is often called pawning agricultural land, but those who pawn the land are actually cultivators with a profit sharing agreement. Cases like this are rare, but this happened to the community in GihamSukamaju Village, Sekincau District, West Lampung Regency.

The production sharing agreement system in GihamSukamaju Village, Sekincau District, West Lampung Regency is not in accordance with the Production Sharing Agreement Law, because according to the regulations it requires the land owner and cultivator to submit it in writing to the Village Head in the presence of two witnesses. According to Article 4 of the Production Sharing Agreement Law, rice fields can have a production sharing agreement for a minimum of three years and dry land for five years. If at the end of the agreement there are still plants that have not been harvested, then the agreement is valid until the plants are harvested, with an extension of one year.

Based on "Article 7 of the Production Sharing Agreement Law, the balance of harvest or distribution of results and other burdens which are the rights and obligations of both parties (owner and cultivator) is 1:1. "The cultivator is 1 part and the land owner is 1 part for rice planted in rice fields, while for secondary crops and for plants on dry land the share of cultivator and owner is 2/3: 1/3 cultivator 2/3 part and land owner 1/3 part" . According to Article 1 of the Production Sharing Agreement Law, "The results of land are the results of agricultural businesses carried out by the cultivator referred to in letter e of this article, after deducting costs for seeds, fertilizer, livestock and costs for planting and harvesting." Based on this background, the author is interested in discussing, researching and studying further what is the profit sharing agreement (Maro) for agricultural land in GihamSukamaju Village, Sekincau District, West Lampung Regency?

### Research Methods:-

The research that will be carried out is normative-empirical legal research, namely exploring information in the field. Normative-empirical research is used to analyze or find out to what extent regulations or laws and laws are working effectively. The function of the normative-empirical research method is to monitor law directly so that you can see legal developments taking place in society.

### Discussion:-

#### Production Sharing Agreement (Maro) for Agricultural Land in GihamSukamaju Village, Sekincau District, West Lampung Regency.

Based on monographic data obtained during research in GihamSukamaju Village, Sekincau District, West Lampung Regency in 2023, it will have an area of 234 hectares, longitude coordinates 104.27525, and latitude coordinates - 5.04288. Overall, the population in GihamSukamaju Village is 4,366 people, with 2,242 men and 2,124 women. Livelihood disparities between regions may be caused by variations in geographic location, natural conditions, and individual economic levels. The main occupation of most of the residents of GihamSukamaju Village is farming, namely growing vegetables, because most of the area of this village is agricultural due to its geographical location (Samrun Hadi.2023).

**Table 1:-** Livelihoods of GihamSukamaju Village Residents.

No.	Livelihood	Number (Souls)
1.	Not Yet/Not Working	1,265
2.	Taking care of household	438
3.	Student/Students	469
4.	Retired	4
5.	Civil Servants (PNS)	51
6.	Indonesian National Army (TNI)	2
7.	Indonesian Police (POLRI)	14

8.	Trader	65
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Based on the statistics above, the main livelihood of the residents of GihamSukamaju Village, Sekincau District, West Lampung Regency is farming. However, not all of them have their own agricultural land. Due to the limited number of people who own agricultural land, a large number of people in GihamSukamaju Village are forced to implement production sharing agreements to meet their daily living needs. In GihamSukamaju Village, there are individuals who have property but do not have the ability to process it themselves. As a result, they depend on other people's labor to work their land. This is due to the size of their land or because of other jobs such as POLRI, traders, and so on (Samrun Hadi.2023).

**Table 2:-** Data on land owners and cultivators.

No.	Land owner	No.	Cultivator
1.	Muhtarom	1.	HeriSusanto
		2.	Yatiman
2	Mulyono	3.	Saeran
		4.	AgusBasuki
		5.	Gempa
		6.	NurSoim
		7.	AgusArbai
3.	AnggaAcmaWijaya	8.	Rita
		9.	Sakem
		10.	Iwan
4	Rahman	11.	Slamet
		12.	Seswanto
5.	Yusrin	13.	Parsikin
		14.	Susilo
		15.	Sudarman
6.	YuliWanto	16.	Abdul Kholik
7.	Hermansyah	17.	Suradi
		18.	Udin
8.	Sutrisno	19.	Miskan
		20.	Udi
		21.	Hajad
		22.	Irul
		23.	Heri
		24.	Andi
		25.	Kardi
9.	Saipul	26.	Lastri
10.	Faisal Zuhdi	27.	Ragil
11.	Mulyadi	28.	Sungkowo
12.	Mahmudi	29.	Cipto
		30.	Riyadi
13.	Rusmini	31.	Ali
		32.	Trimo
		33.	Kukuh
		34.	Sam
		35.	Sugi
		36.	Mbahyong
		37.	Ngadiman
14.	Maryatun	38.	Mul
		39.	Romadi
		40.	Wawan
15.	Komah	41.	Lek As
		42.	Pak Ngad
16.	Muhammad SunaniHermawan	43.	Purwanto

		44.	Sugito
		45.	Paiman
		46.	Wahono
17.	Mujiono	47.	Ramen
		48.	Sarni
18.	Hendrawan	49.	Mat Rifai
		50.	Hezliansyah
		51.	Amidin
		52.	Pendi
19.	Ramen	53.	Sir Rendi
		54.	Supri
		55.	Simin
		56.	Arsil
	Jumlah: 19 land owner		Jumlah: 56 cultivator

Based on these statistics, there is inequality between land owners and farmers who enter into agricultural land production sharing agreements. There are more workers as cultivators than land owners, namely 56 people as cultivators and 19 people as land owners (Muhtarom, Mulyono, Saeran, Gempa, Yatiman etc.2023). Production sharing agreements implemented between land owners and cultivators in GihamSukamaju Village, Sekincau District, West Lampung Regency were implemented verbally, some were witnessed by family and neighbors, but most of these verbal agreements were not witnessed by other people.

The verbal agreement regarding the distribution of agricultural land in GihamSukamaju Village, Sekincau District, West Lampung Regency is still rooted in customs that have been going on for a long time and are based on mutual trust. Maro is also known as an agricultural land production sharing agreement, namely the distribution of agricultural land results based on an agreement between the owner/controller of the land and the cultivator.

The verbal agreement in GihamSukamaju Village is that the cultivator is the land owner. This happens because the land owner borrows money from other people. If the money is returned, the land will be returned to the land owner. This event is often called pawning agricultural land, but those who pawn the land are actually cultivators with a profit sharing agreement. Cases like this are rare, but this happened to the community in GihamSukamaju Village, Sekincau District, West Lampung Regency (Sutrisno& Andi.2023).

The verbal production sharing agreement in GihamSukamaju Village is not in accordance with Article 3 paragraph 1 which states that "all production sharing agreements must be made by the owner and cultivator themselves in writing before the village head of the village or area of the same level where the land in question is located, hereinafter in This law is called the Village Head and is witnessed by two people, one each from the owner and the cultivator."

Based on the basic legal theory of agreements regulated in 1320 of the Civil Code, oral production sharing agreements in GihamSukamaju Village are valid as long as the conditions for the validity of the agreement are met. In accordance with "Article 1338 Paragraph 1 of the Civil Code which states that all agreements made legally are valid as law for those who make them". Based on this article, it means that every person is free to enter into any agreement with any party to obtain what they want.

If you look closely at the Civil Code, you need to know that an agreement can be made in various forms and places, by anyone. However, it is important to ensure that the agreement meets the legal requirements as stated in Article 1320 of the Civil Code. "According to this article, there are four conditions that must be met for an agreement to be considered valid:

- 1) Their agreement is binding, where the land owners and land cultivators in GihamSukamaju Village have agreed/agreed to enter into a profit sharing agreement and are in agreement regarding the main points of the agreement entered into, namely what the owner wants, the cultivator also wants. or there is an agreement between the wishes of the land owner and the cultivator,
- 2) The ability to make an agreement, where the parties to the agreement for sharing the results of agricultural land for secondary crops/vegetables in GihamSukamaju Village are competent parties,

- 3) One particular thing, namely the agreement for sharing the results of vegetable/palawija agricultural land in GihamSukamaju Village, is an agreement that determines the rights and obligations between the land owner and the land cultivator. The object of the agreement is also determined, namely agricultural land and the balance of the rice harvest which is shared between owner and cultivator, even if not specified in writing,
- 4) A halal reason, namely the agreement for sharing the results of private land in GihamSukamaju Village, is an agreement that does not conflict with public order and morality. The condition of agricultural land in GihamSukamaju Village is land whose owner is located at the location where the land is located. However, if the production sharing agreement is carried out with absentee land and there is extortion, this is clearly not in accordance with the provisions of Article 10 of the Basic Agrarian Law and Minister of Home Affairs Regulation Number 15 of 1974 concerning Follow-up Guidelines for the Implementation of Land Reform. Regarding the prohibition on absentee land ownership, that is, every person and legal entity that has rights to agricultural land is in principle obliged to work or cultivate it actively themselves by preventing extortion methods."

This verbal agreement regarding the distribution of agricultural land harvests does not have permanent legal force and does not release the rights and responsibilities of the land owner and cultivator. However, if a dispute occurs in the future, the parties are encouraged to work together and ensure the rights and obligations of the land owner and cultivator in writing for clarity. In addition, if there are differences of opinion, the agreement must be documented.

In implementing the agricultural land production sharing agreement in GihamSukamaju Village, the one who provides capital from planting until the harvest arrives is the Land Owner or the one who controls the land. The distribution of agricultural land results in GihamSukamaju Village is by first deducting the capital and then dividing it in half, half for the cultivator and half for the land owner (Rusmini, Mulyadi, Faisal, etc.2023). According to the cultivator, this method of sharing the results is very fair because the one who provides the capital is the land owner. If the harvest fails, the land owner and the cultivator both suffer losses, the land owner loses the material and does not return the capital and the cultivator loses the labor that has been taking care of the plants until the harvest arrives (Sudarman, Gempa, Saeran etc.2023).

The balance of distribution of the results of agricultural land in GihamSukamaju Village is not in accordance with the rules in "Article 7 of the Production Sharing Agreement Law on secondary crops and for plants on dry land the balance between the share of the cultivator and the land owner should be a division of 2/3:1/3, namely cultivator 2/3 and land owner 1/3. The balance of sharing the results of agricultural land is reaffirmed in the Instruction of the President of the Republic of Indonesia Number 13 of 1980 concerning Guidelines for the Implementation of Law Number 2 of 1960 concerning Production Sharing Agreements Article 4, namely the share for secondary crops in paddy fields and plants on dry land, namely 2/3 of the share for cultivators. and 1/3 for the land owner."

According to the land owner, the verbal agreement to share the results of this agricultural land is very fair because when the harvest arrives, the results are divided in half, the cultivator can immediately enjoy it, while the land owner still turns the money from the harvest into capital for the next crop (Mulyadi.2023). Harvest failure in GihamSukamaju Village in vegetables never cannot be harvested, it's just that the price of these vegetables is cheap, meaning that harvest failure here means there is no full return on capital, so here the land owner still gets income. Usually the land owner will give money voluntarily to buy rice and basic food ingredients for daily life in the range of IDR 500,000.00 to IDR 100,000.00 depending on the capital returned (Muhtarom, YuliWanto, Hendrawan, Rusmini etc.2023).

The term of the production sharing agreement in GihamSukamaju Village is only limited to one harvest for vegetable crops if the harvest has been completed and the results of the verbal agreement have been shared, however whether or not the verbal agreement for agricultural land product sharing is continued depends on the agreement between the land owner and the cultivator. Usually, the verbal agreement for sharing the agricultural land will continue for the next crop, meaning that it is not clear when this verbal agreement will end.

The term of the agricultural land production sharing agreement is not in accordance with "Article 4 of the Production Sharing Agreement Law, namely:

- a) The production sharing agreement is entered into for the time stated in the agreement letter in Article 3, with the provisions, that for rice fields that time is at least 3 (three) years and for dry land at least 5 (five) years,

- b) In special cases further determined by the Junior Minister of Agrarian Affairs, the sub-district head is permitted to enter into a production sharing agreement with a period of less than that specified in paragraph (1) above for land which is usually cultivated independently by the owner.
- c) If at the end of the production sharing agreement on the land in question there are still plants that cannot be harvested then the agreement continues to be valid until the time the plants are finished being harvested but the extension of time is not more than a year.
- d) "If there is any doubt as to whether the land in question is paddy land or dry land, the village head decides."

In the implementation of the verbal agreement for the sharing of agricultural land in GihamSukamaju Village, it was terminated unilaterally by the cultivator but the termination was never carried out by the land owner. The reasons for cultivators vary, there are those who return to their hometowns and there are those who, because of other problems, go abroad, even though the crops have not yet arrived at harvest time. Termination of this unilateral verbal agreement results in the land owner having to take care of it himself or employ daily labor to look after the agricultural land so that there are land owners who do not provide wages at all for the labor they have expended so far, there are also land owners who calculate the daily labor that has been paid. he took it out. Daily farm workers in GihamSukamaju Village are still paid relatively low wages, namely Rp. 50,000.00 for women and Rp. 60,000.00 for men (Yusrin, Mulyono. 2023). This means that the wages given to cultivators are in accordance with the policies of each land owner, there is no certainty that all cultivators will receive wages for the labor they have expended.

The term of the verbal production sharing agreement in GihamSukamaju Village is not in accordance with "Article 6 Paragraph (1) of the Production Sharing Agreement Law, namely:

- a) With the consent of both parties concerned and after they report to the village head,
- b) With the permission of the village head at the request of the owner, in the event that the cultivator does not cultivate the land concerned properly or does not fulfill his obligation to hand over a portion of the land produce that has been determined to the owner or does not fulfill the materials that are his responsibility as confirmed in the agreement in Article 3 or without permission from the owner hands over control of the land in question to another person."

Land and Building Tax, sometimes called PBB, is a tax reform policy implemented in 1985. This policy includes five types of taxes, which are usually abbreviated as P2 and P3. PBB P2 is a performance-based bonus for the rural and urban sectors, while PBB P5 is a performance-based bonus for the plantation, fisheries and mining sectors. Land and Building Tax consists of 2 categories: Land, which includes land, waters and everything below the surface, and buildings, which are permanent technical structures attached to land and waters in the territory of Indonesia (Rima Adelina. 2013). The verbal agreement between the land owner and the cultivator in GihamSukamaju Village is that the person who bears the PBB costs is the land owner or the one who controls the land.

According to SudiknoMertokusumo, quoted by AsikinZainal, "legal certainty is a guarantee that the law must be implemented in a good way, legal certainty requires efforts to regulate the law in legislation made by authorized and authoritative parties, so that these rules have The juridical aspect aims to guarantee legal certainty so that it functions as a regulation that must be obeyed and enforced." (ZainalAsikin. 2011).The verbal agreement with agricultural land production sharing in GihamSukamaju Village does not have legal certainty because the agreement was not made and promulgated in writing, does not have clear certainty in regulating what are the rights and obligations of both parties and the end of the production sharing agreement is unclear, giving rise to doubt or (multi-interpretation). Production sharing agreements need to be made in written form to create legal certainty as regulated in the provisions of the Production Sharing Agreement Law Article 3 Paragraph (1).

According to Hans Kelsen quoted by JimlyAsshiddiqie and M. Ali Safa'at in his theory of legal responsibility states that: "A person is legally responsible for a certain act or that he bears legal responsibility, subject means that he is responsible for a sanction in the case of contradictory actions". Hans Kelsen further stated that: "Failure to exercise the care required by law is called negligence, and error is usually seen as another type of error (culpa), although not as severe as errors which are fulfilled because of anticipation and desire, by or without malicious intent, harmful consequences."(JimlyAsshiddiqie and M. Ali Safa'at. 2006).

The verbal agreement for sharing the results of agricultural land in GihamSukamaju Village is that the land owner has an obligation to provide capital and share the results of the agricultural land fairly, while the cultivator has an obligation to care for the plants from the start until the harvest arrives. Legal responsibility is also imposed on the



party who commits the breach of contract. The party in default in GihamSukamaju Village is not the land owner but the cultivator, but there are land owners whose policy is that they still have an obligation to share the produce of agricultural land and there are also those who do not provide the produce of agricultural land for the reason that as long as the cultivator is in default the land owner is still making more capital expenditures. to take care of the plants.

Legal Enforcement, according to Lawrence M. Friedman, stated "that the effectiveness and success of law enforcement depends on three elements of the legal system, namely legal structure, legal substance and legal culture." The legal structure concerns law enforcement officials, legal substance includes statutory instruments and legal culture is the living law adopted in a society" ( Lawrence M. Friedman. 2011).

In relation to the implementation of the Production Sharing Agreement Law in GihamSukamaju Village, Sekincau District, West Lampung, it is important to consider the theory of legal effectiveness. According to this theory, the success or failure of a legal regulation in achieving the expected results determines its effectiveness. Adopting certain attitudes or behaviors to align with or deviate from goals.

From this explanation it can be concluded that the verbal agreement on the distribution of agricultural land in GihamSukamaju Village, Sekincau District, West Lampung Regency is still rooted in customary norms and relies on mutual trust. Agricultural land production sharing agreements, sometimes called Maro, include the allocation of agricultural land based on mutual agreement between the land owner/land controller and the cultivator. The distribution of the results is first reduced by cultivation costs, then divided equally between the cultivator and the owner/controller of the land. The verbal agreement regarding the distribution of agricultural land production in GihamSukamaju Village lacks legal certainty because there is no written form. This absence results in a lack of clarity regarding the rights and obligations of both parties, as well as uncertainty regarding the termination of the production sharing agreement. As a result, doubts and multiple interpretations may arise. To provide legal certainty, it is necessary to have a production sharing agreement documented in writing, as regulated in Article 3 paragraph (1) of the Production Sharing Agreement Law..

### Conclusion:-

Production sharing agreements (maro) for agricultural land in GihamSukamaju Village, Sekincau District, West Lampung Regency are now established based on traditional inheritance practices and based on mutual trust. Agricultural land production sharing agreements, sometimes called Maro, include the allocation of agricultural land based on a mutually agreed agreement between the land owner/land controller and the cultivator. The distribution of the results is determined by subtracting the cultivation costs first, then dividing them into two equal parts: one for the cultivator and one for the land owner or land lord.

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