

## Legal Consequences Of Annulment Of A Prenuptial Agreement In Marriage Between Individuals Of Different Nationalities

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**Abstrak:** *The author discusses the effects of annulment of prenuptial agreements in mixed marriages and how it affects the ownership of flats on land acquired after the marriage. Marriages between individuals of different nationalities often involve complex legal aspects, especially in the context of the annulment of prenuptial agreements. This research aims to investigate the legal consequences of annulment of prenuptial agreements in marriages between individuals of different nationalities. The text utilizes a normative legal approach conducted through literary research and a legislative approach. The study demonstrates the consequences of nullifying a prenuptial agreement in a mixed marriage, leading to joint ownership of assets acquired during the marriage and potentially affecting the ownership rights of apartment units on freehold land. Indonesian residents may lose their rights to an apartment unit (sarusun) in a freehold property if a prenuptial agreement was not made in a mixed marriage, as per domestic rules. After invalidating the prenuptial agreement, the Court should provide provisions to legally protect Indonesian citizens (WNI) regarding the ownership of apartment units on land with property rights status.*

**Keywords :** *Annulment, Consequence, Prenuptial Agreement*

### INTRODUCTION

Indonesian positive law allows mixed marriages according to Law No. 1 of 1974, specifically articles 57–62. In Indonesia, a mixed marriage refers to a legal partnership of Indonesian citizens and foreigners that is governed by regulations concerning their citizenship.<sup>1</sup> Legal ramifications are crucial in all legal contracts, particularly marriage-related ones.

Marriage is important in legal contracts due to its purpose, effects, and sway. Iswantoro emphasizes the necessity of understanding marriage's legitimacy, purpose, and legal implications.<sup>2</sup> Mixed

marriages have certain legal implications, such as property rights.

Marital property holds significant legal implications, particularly in divorce proceedings. Property rights in mixed marriages, particularly with Indonesian citizens, can be intricate. This is because they are the proprietors of land or apartment units. Issues may emerge in mixed marriages when determining property rights upon termination of the marriage by death, divorce, or a court ruling.

Non-citizens from other countries are not allowed to acquire land rights under the Basic Agrarian Law (UUPA). Indonesian citizenship in the UUPA is directly associated with specific property rights, restricting land rights to Indonesian people solely. This idea can also be extended to other land rights, including right of use, building use (HGB), and right of use. Foreigners might impact the land

<sup>1</sup> Meliala, D. S. (2014) *Hukum Perdata Dalam Prespektif BW*. Revision 4. Bandung: Nuansa Aulia.

<sup>2</sup> Iswantoro (2018) 'Penyelesaian Sengketa Harta Perkawinan Pasca Putusan Mahkamah Konsitusi No. 69/PUU-XIII/2015', *Al-Ahwal*, 11(1), pp. 43–58.

by being granted the privilege to utilize and lease buildings situated on Indonesian soil. Indonesian nationals and foreigners have exclusive access to property and building control in this situation. The land's status is limited to use and leasing exclusively.<sup>3</sup>

Article 52, Paragraph (1) of Law Number 1 of 2011 on Housing and Settlement permits foreigners to reside or have accommodation by renting and utilizing it.<sup>4</sup> Foreign nationals (WNA) and Indonesian citizens (WNI) involved in mixed marriages must sign a prenuptial agreement to safeguard their rights. One of the primary reasons for

(WNI) who marry foreign nationals before the release of Constitutional Court Decision No. 69/PPUU-XIII/2015, which revised Article 29 paragraph (1) of the Marriage Law. This agreement was in force prior to the issuance of Decision No. 69/PPUU-XIII/2015 by the Constitutional Court. This decision affects contracts created before or during the marriage. Once established, this arrangement is formalized like a marriage and involves a third party. After a foreign national and an Indonesian citizen divorced, the foreign national sued the Indonesian citizen in court to annul the marriage agreement.

The judge's ruling in Agreement No. 526/PDT/G/2012/PN. Jkt Sel introduces a new issue regarding the division of shared

property among Indonesian residents. The judge's ruling in Decision No. 335/PPDT/G/2016/PN. Jkt Sel stated that land with Sarusun is collectively held. The jail court's ruling might impact the ownership of the flat on property obtained as freehold before the marriage.

This article will analyze the legal having a prenuptial agreement in a mixed marriage is to protect the rights of Indonesian nationals.

Article 29 of the Marriage Law regulates premarital or matrimonial agreements. Section (1) specifies that the agreement must be established before or during marriage. The marriage registration official can assist the individuals in reaching a formal agreement. The agreement must adhere to the provisions obliging third parties to participate. Constitutional Court Decision No. 69/PUU-XIII/2015 revised the initial paragraph of Article 29 of the Law. The parties can now formally agree with the registrar's employee before or during the marriage bond, with both parties' approval. Marriage and notary are legally recognized, subject to specific terms for other parties.

There is an issue for Indonesian citizens consequences of having a prenuptial agreement in multicultural marriages and provide background facts. How to get ownership of an apartment unit on land in a mixed marriage with a prenuptial agreement.

## METHOD

This study uses normative legal research and statutory approach methodologies to examine laws and regulations, specifically emphasizing hierarchy and key ideas. If accurate, the legislative procedure entails the utilization

<sup>3</sup> Damanik, S. N. and Komalasari, G. A. K. (2020) 'Pengaturan Kepemilikan Satuan Rumah Susun Bagi Warga Negara Asing Menurut Peraturan Menteri Agraria dan Tata Ruang/Kepala Badan Perencanaan Nasional RI No. 29 Tahun 2016', *Read Kertha*, 03(01), pp. 88–105.

<sup>4</sup> Azrianti, S. (2015) 'Tinjauan Yuridis Kepemilikan Satuan Rumah Susun Oleh Warga Negara Asing Di Indonesia (Menurut Undang-Undang No. 20 Tahun 2011 Tentang Rumah Susun)', *Dimensi*, 4(1), pp. 1–16.

of laws and regulations.<sup>5</sup> Utilized data sources consist of main, secondary, and tertiary legal documents. Data are gathered from literary sources using an analytical method for qualitative analysis. The data collection and analysis approach tackles the concerns outlined in the debate, resulting in conclusions. Literature materials obtained from various references were critically and deeply analyzed in order to support propositions and ideas.<sup>6</sup>

## RESULT AND DISCUSSION

### *Legal consequences of prenuptial agreements in mixed marriages*

Marriage is a legal agreement that establishes property entitlements. Individuals who participate in mixed marriages might face legal consequences. Property inside a marriage can impact assets before, throughout, and after divorce. Property settings have been legally constrained. Parties can establish rules about their property through a prenuptial or marital agreement before, during, or after marriage.

A prenuptial agreement, sometimes called a prenup, is a legal compact between persons who are either planning to marry or already married. Prenuptial agreements often include property division and may contain other provisions, as long as they do not violate decency or the law. Marriage agreements typically contain provisions about shared assets.

Creating a marital covenant is related to a standard covenant, but it is often a compulsory covenant focused on its establishment, as it should be.<sup>7</sup> Creating a

prenuptial agreement for traditional and mixed marriages must adhere to the standard agreement-making procedure specified in Article 1320 of the Civil Code. The agreement must include principles.

There are two rationales for creating a prenuptial agreement. The initial objective is to settle property conflicts in divorce cases. There are two principles:

1. Various property ideas are outlined in the Marriage Law of Indonesia. Cataloging each spouse's possessions before or during the wedding is crucial to avoid commingling assets.
2. If divorce is necessary, utilizing the principle of separate property according to the Marriage Law is anticipated to ensure that each spouse retains their well-being post-divorce.<sup>8</sup>

Both notions support the necessity of aprenuptial agreement for persons planning to marry to safeguard both parties' interests and rights during the marriage and in case of divorce. In addition to these two notions, there are benefits to establishing a marital covenant, as outlined below:

1. A prenuptial agreement is created to safeguard each party's property legally. Agreements can act as a legal tool to provide compulsory solutions for households. The agreement delineates shared property and individual ownership.
2. A prenuptial agreement is beneficial for preserving family assets and financial situations. If all assets are seized per a

<sup>5</sup> Marzuki, P. M. (2005) *Penelitian Hukum*. Revision. Jakarta: Prenadamedia Group.

<sup>6</sup> Fadli, M. Rijal. (2021) 'Memahami Desain Metode Penelitian Kualitatif' *Jurnal Humanika*, 21(01), p. 2579-4248 doi: 10.21831/hum.v21i1.38075. 33-54

<sup>7</sup> Maslul, S. (2016) 'Putusan Mahkamah Konsitusi No. 69/PUU-XIII/2015 Ditinjau Dari Pemenuhan Hak-Hak Asasi Manusia Dan Asas-Asas

Pembentukan Perjanjian', *Mahkamah*, X(2), pp. 1–21.

<sup>8</sup> Anshary, H. (2016) *Harta Bersama Perkawinan dan Permasalahannya*. Medan: Mandar Maju.

prenuptial agreement, the family's "lifeboat" remains secure.

3. Prenuptial agreements provide significant benefits for women as well. Prenuptial agreements can be used to prohibit husbands from exerting control over their wives' shared and individual assets while also safeguarding women from domestic abuse.<sup>9</sup>

The benefits suggest that the marital contract is created for the joint benefit of both individuals, particularly concerning property.

Joint property encompasses assets obtained from the beginning of a marriage until its termination, whether by divorce, separation, or a judicial ruling.<sup>10</sup> Shared marital assets are in danger if one partner experiences losses, which might affect the other party. Furthermore, this shared asset often creates conflict throughout divorce proceedings. Interfaith marriages were formed in past relationships. Indonesian citizens (WNI) must sign a marriage agreement to safeguard their property rights in shared assets. This guarantees the protection of their property rights, whether they assert them during the marriage or after a divorce.

The law specifically deals with and controls two typical forms of marriage agreements: profit-and-loss agreements and income-mixing.<sup>11</sup> The Civil Code governs prenuptial and marriage agreements, which entail controlling a

combination of financial gains and losses. This is an agreement to divide property while each couple maintains ownership. When a marriage or prenuptial agreement is established, there is a commingling of assets between spouses, where one spouse's gains and losses are considered to belong to the other. The manufacturer's mixing agreement outlines how individual earnings and losses are calculated between couples to prevent one partner's obligations from being shared with the other.

Marriage Law No. 1 of 1974 and Constitutional Court Decision No. 69/PUU-XIII/2015 Article 29 specify the timing of creating a marriage agreement and stipulate that a prenuptial agreement or marriage agreement will be invalid if it contradicts legal, moral, or religious values. Furthermore, the marriage contract should not include a condition related to talaq. If the content of the prenuptial agreement does not adhere to the stipulations mentioned in the article, the agreement is rendered invalid and void.

Marriage Law No. 1 of 1974, Article 35, explains how property obtained during marriage is divided into joint property of both spouses and individual property. Property obtained through a gift or inheritance is deemed the personal property of the recipient unless stated differently in the marriage contract. The division of property is put in place to safeguard the interests of each party in the prenuptial agreement, guaranteeing that the assets possessed by each party during the marriage are maintained in case of divorce.

Constitutional Court Decision No. 69/PUU-XIII/2015 revised Article 29 paragraph (1) of Marriage Law No. 1 of 1974. A prenuptial or nuptial agreement is created before to or at the commencement of the marriage. The agreement is written, mutually agreed upon, and recorded in

<sup>9</sup> Djuniarti, E. (2017) 'Hukum Harta Bersama Ditinjau dari Perspektif Undang-Undang Perkawinan dan KUH Perdata', *Jurnal Penelitian Hukum De Jure*, 17(4), p. 445. doi: 10.30641/dejure.2017.v17.445-461.

<sup>10</sup> Judiasih, S. D. (2017) 'Pertaruhan Esensi Itikad Baik dalam Pembuatan Perjanjian Kawin Pasca Putusan Mahkamah Konstitusi No. 69/PUU-XIII/2015', *Jurnal Notariil*, 1(2), pp. 68–88. doi: 10.22225/jn.2.1.179.68-83.

<sup>11</sup> Subekti. (2003) *Pokok-Pokok Hukum Perdata*. Bandung: PT. Intermasa

local marriage records, which are legally enforceable on third parties. Law No. 1 of 1974, Article 29 paragraph 1, was modified following the Constitutional Court judgment No. 69/PPUU-XIII/2015, which has progressed. Article 29, paragraph (1) of the Marriage Law permits the creation of a prenuptial agreement before to, during, or at the moment of marriage. The agreement is written and can be formalized at the local marriage registry with the approval of both parties. The agreement's conditions apply to other parties if they are involved. A prenuptial agreement can be established during the formation of a legitimate marriage.

Article 29, paragraph (4) allows for the creation of a prenuptial agreement that can be altered or terminated, provided that both spouses consent to changes that could harm third parties. This article outlines the criteria for nullifying and altering the marriage contract.

The annulment of the prenuptial agreement for mixed marriage couples occurs post-marriage and is in violation of Article 29 paragraph (1) of Law No. 1 of 1974. The cancelation was due to the Constitutional Court judgment No. 69/PUU-XIII/2015, which deemed the agreement unlawful for breaching the law.

The prenuptial agreement is voided since it has not yet fulfilled the necessary conditions, specifically compliance with legal requirements. Yet, this postnuptial agreement is invalid as it was created after the marriage and before the announcement of Constitutional Court Decision No. 69/PPUU-XIII/2015. The prenuptial agreement was invalidated prior to the issuance of Constitutional Court Decision No. 69/PUU-XIII/2015.

Revoking a prenuptial agreement renders its terms invalid. The court overseeing the prenuptial agreement case has declared the annulment agreement null

and void. Canceling anything results in legal repercussions.

The legal ramifications of a prenuptial agreement are related to marital assets. Law No. 1 of 1974, Article 35, governs the distribution of assets in marriage, specifically addressing property obtained while married. According to Civil Code Article 164, joint property under a prenuptial agreement does not fully merge, but rather entails the pooling of income and losses, including real estate, between the couples without combining revenue and losses. Indonesian residents in mixed marriages can get land rights according to Government Regulation No. 103 of 2015 by demonstrating separation of property through a notarial deed. Therefore, any property obtained during the marriage will be surrendered or must be relinquished as a result of annulling the prenuptial agreement. Moreover, this land ownership also impacts apartment units that have shared ownership of land. Both laws need a prenuptial agreement to avoid a negative outcome for both parties.

Article 29 details a prenuptial agreement, where the involved parties often create a formal marriage contract. Moreover, a prenuptial agreement often includes clauses related to separation, trial, and profit and loss-sharing. If the prenuptial agreement is voided, the provisions agreed upon in the agreement are no longer valid in case of divorce. Both couples must divide their property equally and share gains and losses during the marriage. Revoking the prenuptial agreement leads to divorce. Both parties are required to create a prenuptial agreement as stipulated in Article 29 of Law No. 1 of 1974 and Constitutional Court Decision No. 69/PUU-XIII/2015. This guarantees that there are no legal consequences in divorce proceedings concerning jointly obtained property outlined in the prenuptial agreement and

provides clarity on how assets acquired during the marriage will be divided. This is no longer true. The exclusion of personal assets accumulated by each spouse throughout the marriage has led to a property division agreement different from what was expected.

#### ***Arrangement of ownership of apartment units on land with freehold in mixed marriages with a prenuptial agreement***

As per Law Number 1 of 2011 regarding flats, Article 1 defines flats as multi-story buildings constructed in a functionally organized environment, both horizontally and vertically. Flats consist of multiple units that can be individually owned and used, particularly in residences that include shared structures, amenities, and communal land. It is mentioned that there are private components, such as housing units, and shared components, like land.

The development of flats or condominiums on a specific piece of land adheres to the principle of horizontal separation outlined in Article 44, paragraph 1 of Law Number 5 of 1960, known as the Basic Agrarian Law.<sup>12</sup> Horizontal separation between buildings means that land ownership is distinct from building ownership. Hence, the ownership of these apartments is connected to the land.

While apartment laws are outside the UUPA, specifically Law Number 11 of 2011 governing flats, the ownership of apartment units is also associated with the land beneath the building. As per Law Number 1 of 2011 regarding flats, Article 1 number 11 specifies that the sarusun ownership certificate, now referred to as SHM sarusun, indicates that the owner

holds land rights, building use rights (HGB), or state land use rights. It also signifies that the owner can construct (HGB) or utilize land management privileges.

Purchasing a flat unit (SRS) grants ownership of the apartment unit (HMSRS). HMSRS protects ownership not only with the SRS individual it acquired with joint rights to land with connected parties. Thus, acquiring SRS alone fulfills the conditions for an individual to own common property rights. Only Indonesian citizens and specific legal organizations are eligible to purchase freehold land. Foreigners residing in Indonesia and foreign legal entities with representation can purchase and own SRS if the land is under the right of use or lease, unlike Indonesian citizens and legal entities governed by Indonesian law.<sup>13</sup> Foreign nationals cannot own apartment units as freehold property or under HGB status. According to Article 41 of the UUPA, foreign nationals are only given the right of use due to their restricted power. This authority is established to ensure that all land in Indonesia may only be acquired or possessed by Indonesian citizens under the notion of nationality.

The Principle of Nationality UUPA considers the Republic of Indonesia's whole territory as a unified entity, including land, water, and all Indonesian people as a single country.<sup>14</sup> Only non-citizens are permitted to possess land in Indonesia to maintain the principles of nationalism and demonstrate the cohesion of the Indonesian territory.

Regulations that govern property rights establish the UUPA's nationality

<sup>12</sup> Gaol, S. L. (2014) 'Tinjauan Hukum Pemilikan Apartemen (Satuan Rumah Susun) Oleh Orang Asing / Warga Negara Asing Di Indonesia', Jurnal Ilmiah Hukum Dirgantara, 9(1), pp. 61–84. doi: 10.35968/jh.v9i1.298.

<sup>13</sup> Harsono, B. (2013) Hukum Agraria Indonesia : Sejarah Pembentukan Undang-Undang Pokok Agraria Isi dan Pelaksananya. Jakarta: Universitas Trisakti.

<sup>14</sup> Salfutra, R. D. (2019) Hukum Agraria Indonesia. Yogyakarta: Thafa Media.

principle. Indonesian citizens are entitled to property ownership, while foreign nationals are limited to land usage rights. UUPA: Article 1 has the same meaning as Article 2 of the UUPA. Hence, it will be executed.<sup>15</sup> Citizenship involves providing limited authority to foreign nationals (WNA) to ensure that Indonesian citizens (WNI) maintain ownership over land in Indonesia. The Basic Agrarian Law's concept of nationality safeguards the land ownership interests of foreign nationals in Indonesia. According to Law Number 1 of 2011 on housing, Article 52 allows foreigners to live in or own properties through rental rights or rights of use, according to the nationality concept in the Basic Agrarian Law.

PP No. 103 of 2015 regulates property ownership for individuals involved in mixed marriages. According to Article 3, paragraph (1), Indonesian citizens in mixed marriages with foreign nationals may have the same rights as other Indonesian citizens. Intermarrying grants individuals property rights. Nevertheless, a notarial deed is required to establish an agreement for property separation to get this entitlement.<sup>16</sup> Property division, commonly referred to as a marriage or prenuptial agreement, is carried out to adhere to the idea of land ownership in Indonesia. In the event of a divorce, ownership of properties like apartments on freehold land cannot be transferred to foreign nationals, save in cases related to divorce issues. The property is held separately to guarantee that Indonesian nationals own it and to

uphold the notion of nationality regarding land ownership in Indonesia.

Creating a prenuptial agreement on property separation is crucial to safeguarding the rights of each individual, such as the ownership rights of Sarusun (SRS) over freehold land, as only Indonesian citizens are permitted to possess apartment units on Hak Milik land. According to Article 52, paragraph 1 of Law Number 1 of 2011, foreigners can occupy a residence through rental rights or rights of use. In paragraph (2), it is mentioned that the restrictions concerning foreigners can either restrict or allow them to occupy a residence through rental rights or rights of use, as outlined in paragraph (1) of the laws and regulations. Article 5 of the Government Regulation of the Republic of Indonesia No. 103 of 2015 grants foreigners the right to use a new buyer's single house and ownership rights over Sarusun above the right of use for developing new units.

Article 1, point 6, of the Regulation by the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of Indonesia explains that the Right to Use Flats Unit refers to the right of foreigners to use flats units they own. Article 3 allows foreigners with valid stay permission in Indonesia to own a dwelling via Hak Pakai, per the rules and regulations.

According to current rules and regulations, foreigners are permitted to own apartment units only on the right-of-use property. Thus, individuals in mixed marriages should establish a prenuptial agreement to safeguard the interests of both parties with differing citizenship statuses regarding their separate properties. If the prenuptial agreement is deemed unenforceable by law, it will create issues with the rights of both couples.

Thus, if a court announces a premarital agreement, each party's

<sup>15</sup> Anggriani, J. (2012) 'Penerapan Asas Nasionalitas Dalam Perundang-Undangan Agraria Indonesia (Studi Kasus Pp No.40 Tahun 1996)', *Jurnal Dinamika Hukum*, 12(1), pp. 173–185. doi: 10.20884/1.jdh.2012.12.1.114.

<sup>16</sup> Motulo, N. F. (2019) 'Kepemilikan Properti Warga Negara Asing Di Indonesia Menurut Peraturan Pemerintah No. 103 Tahun 2015', *Lex et Societatis*, 6(10), pp. 65–74.

specified property becomes invalid and must be distributed accordingly. Following the cancellation, foreign nationals who had signed a prenuptial agreement with Indonesian citizens filed a lawsuit to assert ownership of shared property. The court determined that the cooperative property in question pertained to the ownership of residential units on land with freehold status.

The prenuptial agreement has been canceled, resulting in the separation of joint property related to Sarusun (SRS) on land with freehold ownership held by Indonesian nationals (WNI). This issue arises because shared property is connected to the land. This apartment unit's ownership is tied to the land. The information provided before on SRS ownership pertains to communal land in Sarusun. Article 4 Letter B of Government Regulation Number 103 of 2015 stipulates that sarusun constructions must be on land designated for right-of-use.

The combination of these characteristics is relevant to land ownership, as one of the requirements for obtaining a shared interest in SRS is to own the common land rights. These rights include property rights, building use rights, and use rights. Thus, this blending enables the title of apartment units on freehold property to be relinquished or passed on to other parties, such as managers.

Law Number 20 of 2011 and Law Number 11 of 2011 govern flat regulations but do not address flat transfers. Foreigners are not subject to the rules controlling flats, housing, and settlements while transferring existing units.

Regulation Number 29 of 2016 by the Minister of Agrarian Affairs talks about Article 6 paragraph (1), which discusses the entitlement to use related to foreign individuals' rights or the transfer of rights in the case of residential property acquired by foreigners involving land,

property rights, and building use rights. Paragraph (2) discusses items, saris, and ministerial rules, specifically the right of use. In this case, the lack of legal norms regulating property and rights to flats results in a complex property situation.

The Basic Agrarian Law and Government Regulation Number 103 of 2015 state that foreign nationals cannot have property rights, according to the UUPA. Government Regulation No. 103 of 2015, Article 4, states that competitive communities can reside in sarusun buildings on land with a right-of-use permit. In the case of mixed ownership, there is a risk of losing ownership of the apartment unit if it does not comply with the laws and regulations outlined. Indonesian nationals lose ownership rights to Sarusun (SRS) owing to the commingling of property resulting from the Marthe marital annulment. Proprietor. Ownership of residential units can be transferred by selling them to Indonesian nationals, with the sale earnings being split evenly. Transfers must adhere to the regulations of the UUPA, which provide that if a foreigner loses property rights due to marriage to a property owner, the transfer must occur within one year. The multiplier must be generated from the sale of apartment units; otherwise, the SRS property rights will be transferred to the manager or government due to the freehold ownership of the land they share.

## CONCLUSION

Suppose a biracial couple decides to annul their prenuptial agreement. This scenario indicates that the joint property has been organized, the joint property has not been mixed improperly, and the profits and losses throughout the marriage are independent of the income received. Assets and liabilities accumulated during marriage should be evenly distributed in the event of divorce. Marriage: Property

obtained during marriage refers to land acquired during marriage. Suppose both parties enter a mixed marriage or a marriage involving individuals of different nationalities. In this scenario, the land must be relinquished due to a property amalgamation, resulting in Indonesian residents losing their land entitlements.

Land ownership transitions to freehold status by canceling a prenuptial agreement in an international marriage. The SRS ownership structure of this property is connected to land ownership because of communal land in apartment buildings. This common land pertains to many land rights, including property rights, building use rights, use rights, and rental rights. Ownership of apartments on freehold land or building use rights is restricted to Indonesian nationals alone. The UUPA and government regulation No. 103 of 2015 govern the ownership status of flats or flats on freehold land. According to this regulation, only Indonesian citizens married to foreign nationals must enter a marriage agreement to own land. Indonesian citizens must give up their ownership if the marriage arrangement is invalid.

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