The Impact of Land Leasing and Farm Partnership on Community **Economics**

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Abstract

Indonesia is an agricultural country, and the staple food of Indonesian people is rice. Rice is produced from rice fields. And not all rice field owners can manage their riches. In managing their rice fields, the owner of the rice fields can involve rice cultivators. The relationship between the owner of the rice fields, and the tenant farmers are divided into three, namely nggade, maro and, mertelu cooperation can also be carried out in dry land like coconut plantations, coffee and others. The results of this study concluded that the reasons for the respondents to cooperate with both Maro and Mertelu from the cultivator's point of view were: to supplement income to meet basic needs and other needs. In order to have a job, so as not to be unemployed. There are also those who reason because they were ordered by the land owner, rather than the land being unemployed. The reason for the people who do this is that they want to work on the rice fields but can'nt buy rice fields. There are also help people in need. One of the reasons for people who mortgage fields is that they need fast money but don't want to sell their fields. Empirically it is proven that Nggade, Maro and Mertelu can improve the economy.

Keywords: Nggade, Maro, Mertelu, Community Economics.

Introduction

Indonesia as an agricultural country has a desire to be self-sufficient in food. In this independence, the Indonesian state continues to strive to develop agriculture. In developing agriculture, the state must empower the community and also empower idle land to be more productive. Empowering agricultural land can be done through nggade, maro and mertelu. Nggade is one of the local wisdom in the panginyongan area where the owner of the capital lends a large amount of money to the landowner, on the basis of which the owner of the capital may work on the rice field as a guarantee and a sign of gratitude. In Indonesian terms this is commonly referred to as gadai sawah, and in Islamic economics the term is known as rahn (Ali, 2008).

Maro is the local wisdom of the panginyongan area in working on rice fields, where when the landowner is busy and does not have time to work on it, he will ask someone else to work on it with the agreement that the landowner provides fertilizer and the rest is borne by the rice field cultivator. Meanwhile, the harvest will be divided equally or 50% for the landowner and 50% for the cultivator. And in Islamic economics the term is known as muzara'ah (Wahyuningrum & Darwanto, 2020)

Mertelu is the local wishdom of the Panginyongan community in managing agricultural land. In Islamic economics, the term mertelu is known as mukhabarah (Wahyuningrum & Darwanto, 2020). In mertelu, the landowner only hands over his land to be managed by others, there is no obligation to provide capital in managing his land. Meanwhile, land cultivators in mertelu must spend capital to manage their land from seeds to fertilizers and labor costs. The agricultural products will be divided by 25% for the landowner and 75% for the land manager.

Local wisdom in the economic field in the Panginyongan community has been running for a long time and for generations. The same thing is also done in other rural communities, but with different names and forms of agreement considering that Indonesia is an agricultural country with vast land. Contract farming has also emerged as a popular mechanism to promote vertical coordination in agriculture in developing

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countries. However, there is a lack of consensus on its ability to spur structural transformation in rural economies (Arouna et al., 2021). Community empowerment in land management in the form of nggade, maro and mertelu is expected to further increase the income of the community, especially land cultivators who generally have weak economic capabilities. With the additional income from the cooperation, it is hoped that the welfare of the community can increase.

Previous research that has been conducted by Omer concluded that half production sharing and one third production sharing are optimal long-term agreement contracts (Omer et al., 2018). The anvil system is in accordance with Islamic economics (Abdullah, 2017). The sharing agreement has a positive impact on the practice of sharing income in the community (Herlangga, 2021). The implementation of rice field mortgages still falls into the practice of usury (Nasution, 2020). The agricultural production sharing agreement system makes the community's economy towards a better level of life (Shah, 2020). This research is a development of previous research by empirically examining the impact of nggade, maro and mertelu on the people's economy.

Previous research has not studied empirically the impact of nggade, maro and mertelu as a whole on the people's economy. So this research wants to empirically find out the impact of Ngade, Maro and Mertelu on the economy of the Pangiyongan community by comparing the amount of income before entering into the Ngade, Maro and Mertelu agreements and afterwards using the relevant test equipment. In addition to testing empirically, this study will also dig deeper into the reasons, the form of the agreement, the time period, the provision of production tools and materials, the expiration time of the agreement, the zakat of the harvest and the risk of crop failure from the nggade, maro and mertelu agreements with a qualitative approach. Against this background, the formulation of the research problem is: Can Ngade Maro and Mertelu improve the economy of the Panginyongan community?

Literature Review

Production Sharing Agreement Regulations (agricultural land). A production sharing agreement is an agreement between a person who is entitled to a plot of agricultural land and another who is called a cultivator, based on the agreement where the cultivator is allowed to cultivate the land in question with the distribution of the proceeds between the cultivator and the person entitled to the land according to a mutually agreed balance, for example, each party gets a half ("maro"), Meanwhile according to the understanding of Law No. 2 of 1960 concerning Production Sharing Agreements (Agricultural Land) it is stated in Article 1 point c, that: "Production Sharing Agreements are agreements with whatever name held between the owner on one party and a person or legal entity on the other party, which in this law is called a "cultivator", based on an agreement in which the cultivator is allowed by the said owner to carry out agricultural business on the owner's land, with the results sharing between the two parties "In practice that applies in Indonesia, Profit sharing agreements are usually made between the owner of a special right, and a party that is willing to manage the land or a party that wants to utilize and carry out the business of the said privilege, then the proceeds will be shared between the owner and the party that maintains it.

Nggade, Maro And Mertelu Contract In Islamic Economics

Profit sharing in agriculture according to Islamic economics is known as *muzara'ah* and *mukhabarah*. *Muzara'ah* is working on other people's land such as rice fields or fields in exchange for a portion of the yield, usually a half, a third or a quarter. While the costs of processing and seeds are borne by the land owner (Abdullah, 2017). Mukhabarah is a production-sharing collaboration between landowners and sharecroppers, in which landowners hand over their land to sharecroppers and the capital is fully borne by sharecroppers (Wahyuningrum & Darwanto, 2020).

Ngade in Islamic economics is known as *rahn*. According to Syafiiyah, what is meant by *rahn* is making an item that can be sold as collateral for a debt worth the price, if the person who owes it is unable to pay it off (Harun, 2000). The legal basis for pawning is contained in the Al-Qur'an Surah Al Baqarah verse 283. Even though the verse only mentions travelers, this verse also applies in general to people who live. This

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verse describes the conditions that a traveler may experience. who don't carry a lot of money to enable them to enter into a pawn contract (Nasution, 2020).

The legal basis for *muzara'ah* and *mukhabarah* is the hadith of the prophet narrated by Imam Al-Bukhari on the day where Qais bin Muslim said from Abu Jafar that in Medina there were no residents of the hijrah house unless they farmed by obtaining a third or a quarter of the produce (Adzim, 2007). In addition to this hadith, Imam Ibnul Qayyim said that the story of Khaibar is an argument that allows *muzaaah* and *mukhabarah*, by dividing the results obtained between the owner and the workers, both in the form of fruits and other plants (Al-Fauzan, 2005).

Nggade

Nggade in Indonesian it is known as pawning. Pawn in Islamic economics is known as rahn. According to Malikiyah, rahn is something that has value taken from its owner to be used as a fixed debt binder (Ali, 2008). According to Antonio pawning is holding one of the customer's assets as collateral for the loan money he receives. The collateral must be of economic value. So that the bank obtains guarantees to be able to return all or part of its receivables (Antonio, 2001).

Maro

The *maro* system is a calculation system between the owner of the capital (agricultural fields) and the cultivator. The owner of the rice fields will ask people to work on his fields until the harvest season arrives. After the harvest, the rice that has become grain is divided 50:50 between the owner of the field and the cultivator (Herlangga, 2021). In areas where land are still large and the workforce is still undernourished, there will be a type of production sharing agreement with a name like " *maro* " (Sutiknjo & Artini, 2020).

Mertelu

The term mertelu profit sharing is a form of the proportion of profit sharing using a ratio of 1/3 yield for agricultural land owners and 2/3 yield for sharecroppers. If the agricultural land is narrow and there are more cultivators, then instead of 1: 1 it will apply, but 2 shares for the owner and 1 share for cultivators with the name "Mertelu" (Sutiknjo & Artini, 2020).

Relevant Research

There are several previous studies that are relevant to this research, The existing contracts, the rule of half production and one third production sharing is the optimal long-term agricultural contract (Omer et al., 2018). The maro system is in accordance with the concept of Islamic economics because it does not rent out rice fields but gives cultivating rights to sharecroppers (Herlangga, 2021). The practice of pawning agricultural land in the Bandar sub-district is not in accordance with sharia principles (Kusuma et al., 2020). Distribution of income in the *Maro* and *Mertelu systems* has low inequality (Sutiknjo & Artini, 2020).

Thinking Framework Picture

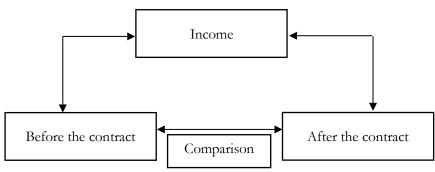


Figure 1.1: Thinking Framework

Hypothesis

The hypothesis in this research is:

 H_1 : Ngade can improve the community economics

 H_2 : Maro can improve the community economics

 H_3 : Mertelu can improve the community economics

Methodology

The location of this research is Banyumas Regency, Cilacap Regency, Kebumen Regency and Purbalingga Regency. The research, which took place from April to August 2022, used quantitative methods, while the type of research used was a case study.

The population in this study were the nggade, maro and mertelu actors. The number of population in this study is unknown. Based on the calculation, it is known that the minimum number of samples that must be taken is 97 respondents.

Variable Operational Definitions

Nggade

Islamic economics is known as rahn. In this study, qualitative information will be explored about the practice of *ngade*, including the reasons, the form of the agreement, the period of time, the provision of production tools and materials, the expiration time of the agreement, zakat on harvests and the risk of crop failure.

Maro

The maro system is a calculation system between the owner of the capital (agricultural fields) and the cultivator. After the harvest season arrives, the rice that has become grain is shared 50:50 between the owner of the rice field and the cultivator (Herlangga, 2021).

• Mertelu

The term *mertelu profit* sharing is 25% profit sharing for owners and 75% for cultivators.

Income

Income in the Big Management Dictionary is "Money received by individuals, companies and other organizations in the form of wages, salaries, rent, interest, commissions, fees and profits. In this study, income data were obtained from respondents' information about the amount of income before and after carrying out the practice of ngade, maro and mertelu.

Testing Normality

The normality test using the Kolmogorov-Smirnov test. This test was carried out using SPSS for windows. The data is said to be normally distributed if the significance is greater than 5% or 0.05.

Testing Hypothesis

In this study the hypothesis was tested using paired sample test. Paired difference test is a test used for two paired samples. Paired samples can be interpreted as the same subjects but have experienced or treatment. The criterion for accepting the hypothesis is if the significant value is more than 0.05 then H0 is accepted. Or if the significant value is less than 0.05 then Ha is accepted (Ghozali, 2011).

Result And Discussion

Research Result

Based on the results of interviews with respondents, it is known that the reasons for the respondents to cooperate with nggade, maro and mertelu from the cultivator's point of view are: to supplement income to meet basic needs and other needs. In order to have a job, so as not to be unemployed. There are also those who reason because they were ordered by the land owner, rather than the land being unemployed. The reason for the people who do this is that they want to work on the rice fields but can not buy rice fields. There are also those who think it is to save money and help people in need. One of the reasons for people who mortgage their fields is that they need fast money but don't want to sell their fields. As for one of the reasons people maro or mertelu because they cannot work the rice fields, there is also an excuse because they do not have time to work on it themselves. From these various reasons it is known that the practice of nggade, maro and mertelu really helps the community in meeting their daily needs. Both primary and secondary needs.

Table 1. Test Results of Average Income Before and After the Nggade Contract

Information	Means
Income before the cooperation nggade	1185000
Income after the cooperation nggade	1937500

Based on the table, it is known that the average monthly income of respondents before doing *the nggade* contract was Rp. 1,185,000. Meanwhile, the average income of the respondents after the cooperation with *nggade* was Rp. 1,937,500. This shows that by doing the contract, the respondents get an increase in income that can be used to meet their daily needs.

Table 2. Results of the Nggade Contract Difference Test

Information	t	df	Sig. (2-tailed)
Income before the nggade collaboration - Income after the nggade collaboration	-10,725	39	.000

Based on the table it is known that the results of the *paired test of* difference have a significant value of 0.000 less than 0.5. So it can be concluded that there is a significant difference between income before and after doing the nggade contract. And supported by the average income of respondents after the contract is higher than before the contract. Thus the first hypothesis which states that *Nggade* can improve the community economy is **accepted**.

Table 3. Results of the Average Income Test Before and After the Maro Contract

Information	Means
Income before cooperation maro	985538
Income after cooperation maro	1870000

Based on this table, it is known that the average monthly income of respondents before doing the *Maro* contract was Rp. 985,538. Meanwhile, the average income of the respondents after the *maro* contract was Rp. 1,870,000. This shows that by doing *maro* contract, respondents get an increase in income that can be used to fulfill their daily lives.

Table 4. Maro Contract Difference Test

Information	t	df	Sig. (2-tailed)
Income before maro cooperation - Income after maro cooperation	-11,167	64	.000

Based on the table it is known that the results of the paired test of difference have a significant value of 0.000 less than 0.5. So it can be concluded that there is a significant difference between income before and after doing *maro* contract. And supported by the average income of respondents after the contract is higher than before the contract. Thus the second hypothesis which states that *maro* can improve the community economy, is **accepted**.

Table 5 Test Results of Average Income Before and After the Mertelu Contract

Information	Means
Income before mertelu cooperation	1064762
Income after mertelu cooperation	1819048

Based on the table, it is known that the average monthly income of the respondents before entering into the Mertelu contract was Rp. 1,064,762. Meanwhile, the average income of the respondents after the Mertelu contract was Rp. 1,819,048. This shows that by carrying out Mertelu contract, respondents get an increase in income that can be used to fulfill their daily lives.

Table 6 Results of the Mertelu Contract Difference Test

Information	t	df	Sig. (2-tailed)
Income before Mertelu cooperation - Income after Mertelu cooperation	-8,769	20	.000

Based on the table it is known that the results of the *paired test of* difference have a significant value of 0.000 less than 0.5. So it can be concluded that there is a significant difference between income before and after doing *Mertelu cooperation*. And supported by the average income of respondents after the collaboration is higher than before the collaboration. Thus the third hypothesis which states that *mertelu* can improve the community economy, is **accepted**.

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Information	Means
Earnings before cooperation	1062063
Income after cooperation	1882937

Based on the table, it is known that the average monthly income of the respondents before the cooperation with nggade, *maro* and *mertelu* was Rp. 1,062,063. Meanwhile, the average income of the respondents after working together with *Nggade, Maro* and *Mertelu* was Rp. 1,882,937. This shows that by cooperating with nggade, *maro* and *mertelu*, respondents get an increase in income that can be used to meet their daily needs.

Table 8. Results of the Difference Test on the Contract of Nggade, Maro and Mertelu

Information	t	df	Sig. (2-tailed)
Income before cooperation - Income after cooperation	-16,839	125	.000

Based on the table it is known that the results of the paired differential test for all respondents have a significant value of 0.000 less than 0.5. So it can be concluded that there is a significant difference between income before and after the contract of nggade, *maro* and *mertelu*. And supported by the average income of respondents after the contract is higher than before the contract. Thus it can be concluded that the contract of nggade, maro and mertelu can improve people's welfare.

Data Discussion

• The Difference Between Income Before and After the Nggade Contract

There is a significant difference between income before and after doing the ngade cooperation. And supported by the average income of respondents after the contract is higher than before the contract. Thus the first hypothesis which states that *Nggade* can improve the community economics, is **accepted**. This means that by cooperating with nggade, the actors get additional income which can improve their welfare. From the land owner, they get a loan that is quite significant and very fast without administrative hassle so that their immediate needs are met immediately and they do not sell their land permanently. For the owners of capital, they will get the right to manage the land and the results of this land management can increase their income.

Based on Islamic law, leasing is a liability for a debt made if the debtor fails to fulfill his obligations and all items that are appropriate as merchandise can be used as collateral. The collateral item may only be sold/appreciated if within the time agreed by both parties, the debt cannot be repaid by the debtor. The creditor's rights are only related to collateral because the debtor is unable to repay the debt. Leasing in Islam contains high social value, namely to help each other and not for commercial purposes (Yanggo & Anshory, 2004).

The land leasing contract was originally prescribed for the purpose of maintaining the trust of the person giving the debt to another person that the debt will be repaid on time. Since the debt is of great value, it is difficult to release it/give it to the debtor if it is not accompanied by collateral, so the leasing system is prescribed with the main characteristic of leasing goods as collateral for trust (Kusuma et al., 2020).

• The Difference Between Income Before and After the Maro Contract

There is a significant difference between income before and after doing *maro* contract. And supported by the average income of respondents after the contract is higher than before the contract. Thus the second hypothesis which states that *maro* can improve the community economics, is **accepted**. This means that the contract carried out by landowners and cultivators can improve the economy of both parties. From the

landowners who do not have time to work on the fields because they are busy with other jobs, they get a share of agricultural produce that can increase their income. For cultivators, they are greatly helped because they get jobs and income from the maro contract. For cultivators who already have income from other sources, it can be an additional income.

Sharing Agreement for agricultural land is an act of legal relations regulated in customary law. A Production Sharing Agreement is a form of agreement between a person entitled to a plot of agricultural land from another person who is called a cultivator, based on an agreement in which the cultivator is allowed to cultivate the land concerned with the distribution of the proceeds between the cultivator and the person entitled to the land according to a scale that has been mutually agreed upon (Harsono, 1997).

According to Imam Syafi'i, the law of muzaraah is false or invalid because the seeds from the farm are from the land owner and the workers get half of the crop. According to him, this muzaraah can be valid on the condition that the owner of the land who is also the owner of the seeds gets 2/3 of the crop or more and the workers get 1/3 (Ad-Dzibbi, 2004). The practice carried out in the Barligmascakeb area for maro, the seeds come from cultivators so that cultivators have more capital, so it is feasible to get ½ of the harvest.

Other scholars are of the opinion that there is no prohibition against conducting muzara'ah or mukhabarah. This opinion was corroborated by Nawawi, Ibn Mundzir, and Khatabbi, they took the reasons from Ibn Umar's Hadith narrated by Imam Muslim. From Ibn Umar: "Indeed the Prophet SAW. Has given gardens to the residents of Khaibar to be looked after by them with an agreement that they will be given a portion of their income, both from fruits and from annual yields" (HR Muslim).

Based on this hadith, the maro agreement does not conflict with Islamic law because the tenants also carry out the provision of seeds. Thus the cultivator spends more capital so that he deserves to get half of the agricultural produce. Apart from this, one of the reasons for maro is also because the land owner is busy or has other work so the land is not taken care of properly. This is in accordance with Herlangga's research, where profit-sharing agreements with the *anvil system* basically occur because the rice field owners have other jobs so they don't have enough time to work on their fields, therefore the rice field owners are looking for people who are willing to work on their fields with the anvil system (Herlangga, 2021).

The majority of scholars agree that goods that are used as collateral should not be neglected and left without producing, because this action is an act that wastes wealth. However, the scholars differed regarding whether or not a rahin may use collateral. According to hanafiyah and malikiyah, the pearson who gives the pawn may not use collateral without the permission of the pawn holder and vice versa. As for the reason for the hanafiyah forbidding the pearson who gives the pawn using collateral, the pearson receiving the pawn has the right to retain the goods he receives. So even if a the pearson who gives the pawn wants to use the collateral, he must first obtain permission from the the pearson who gives the pawn. If damage occurs as a result of using the pearson who gives the pawn for collateral, then the pearson who gives the pawn is responsible, not the pearson receiving the pawn. In contrast to the opinion of Syafiiyah scholars, a the pearson who gives the pawn may use collateral as long as the use of collateral does not reduce the economic value of the collateral. However, if the use of collateral can reduce the economic value of the collateral, then this is prohibited (Nasution, 2020). Thus the use of land used as collateral for debt is permitted.

• The Difference Between Income Before and After Mertelu Contract

There is a significant difference between income before and after doing *Mertelu* contract. And supported by the average income of respondents after the contract is higher than before the contract. Thus the third hypothesis which states that *mertelu* can improve the community economics, is **accepted.** This means that with Mertellu cooperation, both parties benefit from each other, because they both get additional income. From the side of the land owner, they are helped because they are busy with work so they don't have time to take care of their fields. With Mertelu cooperation, land owners are assisted by cultivators to take care of their land and still receive a share of the harvest which can increase their income. For cultivators, they

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will get additional income to make ends meet. Thus the welfare of cultivators and land owners will increase. For the equivalent amount (half/one third/quarter), in Islamic law as long as it is stated at the beginning of the contract it is still valid, what is important is not to determine a certain amount in units of weight/amount such as one ton/two sacks/and so on. This finding is the same as research (Malem, 2006) and (Priyadi & Shidiqie, 2015). The distribution of agricultural land produce is carried out in accordance with the initial agreement of the agreement. Usually use the *mertelu model* with a 25% provision for the owner and 75% for cultivators. All costs for the cultivation process are borne by the cultivator.

There is a significant difference between income before and after the contract with *nggade, maro* and *mertelu*. And supported by the average income of respondents after the contract is higher than before the contract. Thus it can be concluded that the contract *of nggade, maro* and *mertelu* can improve people's welfare.

It can be analyzed that the profit sharing agreement for maro and mertelu in the Barlingmascakeb area is not in accordance with the law. This is because almost all cooperation agreements between Maro and Mertelu were made orally. They have not entered into a written agreement. Even though it has not been done formally and in writing, this collaboration can improve the welfare of the collaborating community.

Conclusion

The reasons for the respondents to cooperate with both *Maro* and *Mertelu* from the cultivator's point of view are: to supplement income to meet basic needs and other needs. In order to have a job, so as not to be unemployed. There are also those who reason because they were ordered by the land owner, rather than the land being unemployed. The reason for the people who do this is that they want to work on the rice fields but don't have one. There are also those who think it is to save money and help people in need. One of the reasons for people who lease their fields is that they need fast money but don't want to sell their fields. *Nggade, Maro* and *Mertelu* can improve the economy of the Panginyongan community.

Suggestion

- For the actors of the Contract, Nggade Maro and Mertelu should make a written agreement in carrying out the contract to make it safer.
- For the government, it should support and facilitate its citizens to cultivate land either with the *nggade, maro* or *mertelu* contract so that there is no unused land. So that the community's economy can increase. As well as improving irrigation, especially in high altitude areas so that yields are maximized.

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