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Notary Deed in the Implementation of Local Government Asset Grants as an Effort to Transfer Regional Property

Komang Febrinayanti Dantes[1], I Made Arya Utama[2], I Gusti Agung Mas Rwa Jayantiari[3], I Nyoman Bagiastra[4]

Abstract

The enactment Regulation of the Minister of Home Affairs Number 19 of 2016 concerning Guidelines for the Management of Regional Property changed arrangements regarding the procedure for implementing grants, which must be stated in a notarial deed. This study aims to analyze and examine the strength and legal certainty of notarial deeds related to the implementation of regional asset grants to transfer regional property which is carried out with the text of regional asset grant agreements or often called Regional Grant Agreement Text. This writing uses normative legal research methods. In grant activities, the utilization of regional property in the Province of Bali has resulted in a discrepancy between one regulation and another which is directly related to the administrative procedures for the implemented grant activities. From a dogmatic juridical point of view, a grant made in the form of a private deed must be considered empty and/or non-existent, so that the Regional Grant Agreement Text as a grant agreement text signed by the local government and the recipient of the grant has a weakness because it is a private deed so that it can be considered empty or nonexistent.

Keywords: *Regional Asset Grants; Notarial Deed; Legal Certainty; Regional Property Management; Grant Agreement Text.*

Introduction

The regional autonomy policy in its implementation is given the authority to regulate, manage, and develop its regions in accordance with the existing potential and needs. This results in local governments authorities to manage assets that were originally managed by the central government into regional assets that must be managed with full calculation by the local government (Budi & Wahyudi, 2017).

In line with the principle of decentralization, the regional autonomy policy aims to improve the efficiency, effectiveness, and responsiveness of government in addressing local community needs. By granting local governments the authority to manage regional assets, it is expected that they can optimize the potential of local resources to support regional development independently. However, in its implementation, it requires sound governance to prevent new issues, such as waste, asset misuse, or unclear ownership status. Therefore, local governments need to apply a transparent, accountable, and compliant management system to ensure sustainable development and maintain public trust in the government (Ashad et al., 2023)

Regional assets or property are economic resources that have a strategic role and function for local governments in improving public services to their communities (Isufaj, 2014). The management of local government assets is not only in the form of Regional Property owned by the local government but also assets owned by other parties controlled by the local government (Firzada, 2021). According to Sholeh and Rochmansjah (2010), Good management of local government assets requires at least 3 (three) main functions, namely proper planning, effective and efficient implementation/utilization, and supervision (monitoring). The legal basis for the management of Regional Property is regulated in Government Regulation Number 28 of 2020 concerning Amendments to Government Regulation Number 27 of 2014 concerning the Management of State/Regional Property (hereinafter referred to as Government Regulation Number 28 of 2020), which in article 1 paragraph (2) states that: regional property is all goods purchased or obtained on the burden of the regional revenue and expenditure budget or derived from other legitimate acquisitions (Nuryeti et al., 2024).

It is important to note that the management of regional property is not only related to its efficient and effective utilization but also must consider aspects of accountability and transparency (Sidiq & Purnawan, 2018). In accordance with the provisions of Government Regulation Number 28 of 2020, the use and maintenance of regional property must adhere to the principles of good management, such as clear objectives, adequate supervision, and accurate record-keeping. This aims to prevent misuse of regional assets and ensure that regional property can be maximally utilized for public benefit (Rahman et al., 2024).

[1] Law Study Program, Universitas Pendidikan Ganesha, Bali, Indonesia, Email: febrinayanti.dantes@undiksha.ac.id, (corresponding author).
[2] Doctoral of Law Study Program, Universitas Udayana, Bali, Indonesia, Email: arya_utama@unud.ac.id.
[3] Doctoral of Law Study Program, Universitas Udayana, Bali, Indonesia, Email: mas_jayantiari@unud.ac.id.
[4] Doctoral of Law Study Program, Universitas Udayana, Bali, Indonesia, Email: nyoman_bagiastra@unud.ac.id.

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Goods in this case are objects in various forms and descriptions including raw materials, semi-finished goods, finished goods/equipment, whose specifications are determined by the user of the goods/services (Hadita, 2020). Meanwhile, other legal acquisitions refer to goods obtained from grants/donations or the like, the implementation of agreements/contracts, obtained based on the provisions of the law and obtained based on court decisions that have obtained permanent legal force (Fathony & Meilani, 2024). There is an implementing regulation that regulates in more detail the procedures for the management of regional property, namely the Regulation of the Minister of Home Affairs Number 19 of 2016 concerning Guidelines for the Management of Regional Property (hereinafter referred to as the Minister of Home Affairs Number 19 of 2016). Article 2 of the Minister of Home Affairs Number 19 of 2016 regulates the scope of regulation regulated by the Minister of Home Affairs, one of which is the regulation regarding the transfer of regional property. The transfer of regional property is the transfer of ownership of regional property. The types of transfer activities are sales, exchanges, grants, and capital participation of local governments (Rahman et al.)

Regional property grants are the transfer of goods from the central government to local governments, between local governments, or from local governments to other parties without obtaining reimbursement (Pahrudin & Darminto, 2021). In article 400 paragraph (1) of the Minister of Home Affairs Number 19 of 2016, it classifies grants of regional property in the form of land and/or buildings that have been handed over to regional heads (Governors/Regents/Mayors), land and/or buildings that are located in the users of goods, and other than land and/or buildings. In the implementation of regional-owned asset grant activities in article 404 paragraph (1) and article 409 paragraph (5) of the Minister of Home Affairs Number 19 of 2016, the grant of regional-owned assets is carried out in the form of a Grant Script signed by the Governor/Regent/Mayor with the Grant Recipient and approved by the local Regional People's Representative Council which is called the Regional Grant Agreement Manuscript. One of the regions that uses the Regional Grant Agreement Script in the implementation of grants of assets owned by their regions is the Bali Provincial Government in accordance with the Governor of Bali Regulation Number 3 of 2019 concerning Guidelines for the Provision of Grants and Social Assistance (hereinafter referred to as Governor's Regulation Number 3 of 2019). In article 15 of Governor's Regulation Number 3 of 2019, it is explained that every grant of regional assets is poured into the Regional Grant Agreement Text signed with the Governor and the grantee. So that in the implementation of this regional grant activity, the Bali Provincial Government does not involve Notary/Land Deed Issuing Officials in the process of granting grants in their area. Referring to Government Regulation Number 2 of 2012 concerning Regional Grants in article 9 paragraph (2) states that, regional grants are carried out by agreement.

In Government Regulation Number 2 of 2012, the agreement in question must be implemented in accordance with the provisions of the law that regulates the procedures for grant agreements or is only limited to being carried out with an agreement under the hand that is only signed by the Regional Head and the grantee. If referring to the provisions of the grant agreement stipulated in the Civil Code, a grant that is not carried out with a Notary deed is threatened with cancellation (Article 1682 of the Civil Code), with the exception mentioned in the provisions of 1687 of the Civil Code. Actually, from a dogmatic juridical point of view, grants made in the form of deeds under hand must be considered empty and/or non-existent (Arrizal et al. 2024). However, by law it is only threatened with null and void sanctions. The formal requirements that result in the agreement becoming non-existent have not been met, resulting in the agreement being considered to have never existed or never been made. Indirectly, the Civil Code actually recognizes the non-existent doctrine. This is evident from the provisions of Article 1893 of the Civil Code which states that a grant that is void due to a violation of the conditions for its formation cannot be corrected by a deed of reinforcement of the deficiency. In order for such a grant to be valid/valid, it must be made new in a form in accordance with the requirements of the Law (Herlien, 2010).

In the grant activity for the use of regional property in the Province of Bali, referring to the provisions of the grant agreement regulated in the Civil Code, a grant that is not carried out with a Notary deed is threatened with cancellation (Article 1682 of the Civil Code), However, the process of granting regional goods/assets carried out by the Bali Provincial Government is carried out only with the Regional Grant Agreement Manuscript without using the grant deed made by the Notary/Land Deed Issuing Officer as the authorized official. According to Habib Adjie, an agreement that violates what has been determined by the Law will result in absolute nullity where the agreement is considered to have never existed, and there is no longer a basis for the parties to sue or sue each other in any way or form, such as an agreement that is mandatory with a Notary or Land Deed Issuing Officer but it is not done (Adjie, 2014). So that such a thing

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causes the function and authority of the Notary as an authorized official in making authentic deeds (in this case grants) cannot function properly.

Hence, a legal problem was identified that became the background of this research, namely in grant activities for the use of regional property in the Province of Bali which are directly related to the administrative procedures of the grant carried out. In the process of local government asset grant activities as an effort to transfer regional property in Bali Province by only using the Regional Grant Agreement Text, it does not provide legal certainty to the parties concerned (grant recipients and local governments). Considering that if referring to the Civil Code, a grant activity must be carried out with a notary deed. The existence of unclear assets due to evidence documents for the process of transferring regionally-owned assets does not have clear and binding legal force, making it easier to claim ownership of assets from other parties. The absence of involvement of the Notary/Land Deed Issuing Officer in the process of granting regional asset grants through an agreement in the grant deed, this causes the possibility of disputes in the future carried out by grant recipients and local governments. In addition, from a dogmatic juridical point of view, grants made in the form of deeds under the hand must be considered empty and/or non-existent, so that the Regional Grant Agreement Text as a grant agreement text signed by the local government and the grantee has a weakness because it is an underhand deed so that it can be considered empty or non-existent.

Thus, the use of notary deeds in agreements for granting grants of regionally owned assets is important for the Government, especially the Province of Bali because agreements made in the form of notary deeds with the correct procedures and in accordance with applicable rules, will be a powerful evidence before the judge if one day there is a dispute or default on the content of the agreed agreement. Based on the above problems, the author is interested in conducting an assessment of the nature of notary deeds in the implementation of local government asset grant activities in Bali Province and how notary deeds are regulated in local government asset grant activities as an effort to transfer regional property after the existence of the Minister of Home Affairs Regulation Number 19 of 2016 concerning Guidelines for the Management of Regional Property.

Literature Review

The management of regional assets is a form of implementing the regional autonomy policy, granting local governments the authority to regulate, manage, and develop regional potential independently. This policy aims to enhance the effectiveness and efficiency of public services while addressing local community needs (Budi & Wahyudi, 2017). However, good governance is crucial to avoid issues such as asset misuse or unclear ownership status (Ashad et al., 2023). The management of regional property is regulated under Government Regulation Number 28 of 2020, which defines regional property as all goods acquired through the regional budget or other legitimate sources (Nuryeti et al., 2024).

Minister of Home Affairs Regulation Number 19 of 2016 further provides technical guidelines for managing regional property, including procedures for transferring assets through grants. Regional property grants, which involve non-compensatory transfers, must be documented in a grant agreement (Rahman et al., 2024). However, in Bali, grant agreements for regional assets are often executed through underhand agreements, as outlined in Governor Regulation Number 3 of 2019, instead of using notarial deeds as mandated by the Civil Code (Article 1682). This practice creates legal uncertainty, as agreements not formalized through a notarial deed may be considered null and void, as stipulated in Articles 1682 and 1893 of the Civil Code (Adjie, 2014). The absence of a notarial deed weakens the legal strength of these agreements, potentially leading to disputes or claims from third parties.

H.L.A. Hart's theory of authority (positive legal authority) highlights the importance of legitimacy in rules established by authorized institutions (Atmadja, 2018). In the context of regional asset management, formal regulations such as Government Regulation Number 28 of 2020 and Minister of Home Affairs Regulation Number 19 of 2016 provide the basis for legal authority. On the contrary, the lack of adherence to the formal requirements of the Civil Code undermines this authority, emphasizing the need for compliance with formal legal processes. Furthermore, according to the theory of three legal ideals, legal certainty, benefit, and justice formalizing grants through a notarial deed ensures legal certainty by providing clear evidence of ownership transfer, reducing potential disputes, and ensuring compliance with the law (Muslih, 2017). It also promotes public benefit by safeguarding the effective management of regional property to enhance services and

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development while ensuring justice by protecting the rights of both the grantor and the grantee. Thus, adopting notarial deeds in regional asset grants aligns with the principles of Hart's theory of authority and the three legal ideals, fostering sustainable governance and public trust

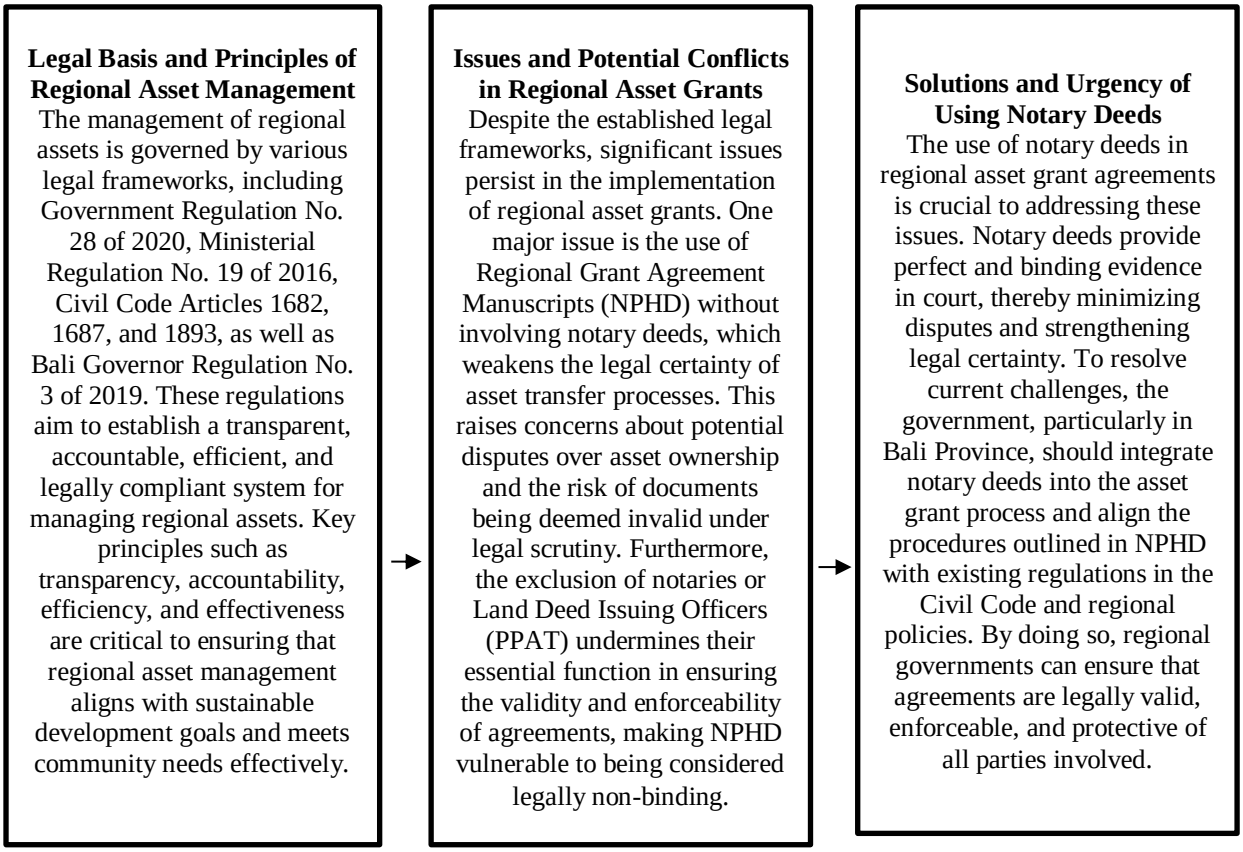

Figure 1. Conceptual Framework

Research Methodology

Type of Research

The research uses normative legal research, which is defined by Soerjono Soekanto as a method that utilizes library materials or secondary data as the foundational material to investigate laws and doctrines (Soekanto, 2007). Peter Mahmud Marzuki further elaborates that normative legal research seeks to identify legal rules, doctrines, and principles to resolve specific legal issues (Marzuki, 2017).

Problem-Solving Approaches

1. Statute Approach

   This approach examines and analyzes laws and regulations related to the research topic. Researchers inventory applicable laws, assess consistency within the legal hierarchy, and interpret provisions through various methods, such as grammatical, systematic, historical, or teleological interpretations, to determine the purpose and meaning of legal norms (Marzuki, 2017).

2. Conceptual Approach

   This approach delves into the understanding of legal theories, principles, and doctrines to establish the normative foundation of the issue being studied. It provides a more profound comprehension of the

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legal context under investigation (Marzuki, 2017).

Sources of Legal Materials

1. Primary Legal Materials:

   Include legal statutes such as the Civil Code, Government Regulation Number 28 of 2020 concerning Amendments to Government Regulation Number 27 of 2014 on the Management of State/Regional Property, Regulation of the Minister of Home Affairs Number 19 of 2016 concerning Guidelines for the Management of Regional Property, and Governor of Bali Regulation Number 3 of 2019 concerning Guidelines for the Provision of Grants and Social Assistance.

2. Secondary Legal Materials:

   Include journals, scientific articles, and other scholarly publications relevant to the research topic (Mukti & Achmad, 2010).

3. Tertiary Legal Materials:
   Consist of dictionaries and legal dictionaries, which provide definitions and clarifications of legal terms (Mukti & Achmad, 2010).

Techniques for Collecting Legal Materials

The collection of legal materials in this research is conducted through an in-depth review of various sources relevant to the legal issues being studied. These include statutory regulations, which provide the primary legal framework, and academic journals that offer scholarly insights and analyses. Additionally, legal doctrines are examined to understand foundational principles, while court decisions are analyzed to explore their application in practice. This comprehensive approach ensures a thorough understanding of the topic within its normative context (Marzuki, 2017).

Techniques for Analyzing Legal Materials

The analysis of legal materials in this research adopts a normative approach, emphasizing the interpretation of legal norms and principles. Systematic and theoretical methods are employed to link statutes, legal doctrines, and court precedents in a coherent framework. This process allows for a deeper understanding of the legal context and ensures consistency in addressing the identified issues. Ultimately, the analysis aims to provide solutions and insights grounded in established legal theories and norms (Marzuki, 2017).

Results and Discussions

The Essence of Notary Deed in the Implementation of Local Government Asset Grant Activities

A notary as a public official who is authorized to make deeds for the parties as someone who is entrusted to him. In particular, the notary's authority is to make an authentic deed as a perfect proof tool for the parties who get the right from the authentic deed (Ellryz, 2020). The strength of the notary deed as a perfect evidence can be nullified if it can be proven otherwise if there are formal and material defects contained in it. A notary deed as an authentic deed has 3 (three) values of evidentiary strength, namely; external, formal and material proof (Sidiq & Purnawan).

As a public official with a vital role in the legal system, the notary is obligated to uphold the integrity and validity of the deeds they create. The notary must ensure that each authentic deed is free from any formal or material defects that might compromise its legal strength and reliability as evidence (Darusman, 2016).This responsibility includes verifying the identity and intent of the parties involved and meticulously recording the transaction's details (Permatasari, 2021). When the deed is created properly, it holds strong evidentiary value across three dimensions: external, representing its authenticity as a notary-issued document; formal, indicating compliance with procedural requirements; and material, confirming the factual truth of the information recorded. However, if defects are present, these values can be challenged, weakening the deed's role as an indisputable proof tool in legal proceedings (Sari & Sani, 2023).

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In fulfilling this duty, the notary also plays a crucial role in preventing potential disputes by ensuring that all legal and factual elements are clear, accurate, and agreed upon by the parties involved (Afifah, 2017). The process of drafting an authentic deed involves careful adherence to procedural standards and a thorough review of the documentation and declarations provided (Indriani & Lukman, 2024). This procedural rigor adds a layer of legal protection for the parties, as it minimizes the likelihood of misunderstandings or ambiguities that could lead to future conflicts. As a result, an authentic deed not only serves as reliable evidence but also acts as a preventative legal instrument, offering security and certainty to the parties regarding their rights and obligations as recorded in the deed (Putra et al., 2022)

The power of proof of an authentic deed is regulated in Article 1870 of the Civil Code which states that: an authentic deed provides between the parties and their heirs or persons who receive rights from them, a perfect proof of what is contained in it (Sarman, 2022). The strength inherent in the authentic deed is: Perfect (volledig bewijskracht) and Binding (bidende bewijskracht), which means that if the evidence of the Authentic Deed submitted meets the formal and material requirements and the evidence of the opponent presented by the defendant does not reduce its existence, it is at the same time attached to him the power of proof that is perfect and binding (volledig en bindende bewijskracht). Thus, the truth of the contents and statements contained in it becomes perfect and binding to the parties regarding what is referred to in the deed (Ichsan & Muliawan, 2023). Perfect and binding on the judge so that the judge should make it the basis of perfect facts and sufficient to make a decision on the settlement of the disputed case (Harahap, 2017). Based on the provisions contained in Article 1868 of the Civil Code regarding the form of an authentic deed, it must meet the following elements; 1). The form of the deed that has been determined based on the legal rules of a deed so that it can be considered an authentic deed, 2). Made by or in the presence of an authorized public official, 3). Where the deed was made (Tumbol, 2022).

To ensure an authentic deed possesses full evidentiary power, it must be created in strict adherence to the legal standards defined in the Civil Code. These standards not only reinforce the deed's strength as a source of perfect and binding evidence but also protect its validity in legal disputes (Almuntazar et al., 2019). An authentic deed gains its evidentiary value from its conformity to formal requirements, such as being executed by an authorized notary and in a legally designated location, as stipulated in Article 1868. Furthermore, this strict adherence means that, unless successfully contested with substantive counter-evidence, the deed remains unassailable in its role as proof in court. Consequently, judges are compelled to treat the deed as a conclusive fact in their judgments, minimizing room for dispute over the facts contained within and offering the parties a high level of legal certainty (Wardhani, 2021).

In addition to fulfilling formal requirements, an authentic deed must accurately represent the material truth of the agreements made between parties, ensuring that the recorded statements and intentions reflect reality without ambiguity (Hariyanto, 2021). This material aspect of evidentiary strength means that the deed serves not only as a procedural formality but as a true and reliable record of the transaction or agreement. Such accuracy reinforces the legal protection it provides, as any challenges to its contents require a high standard of proof to dispute its validity (Paramyta, 2015). The combination of formal and material compliance ensures that the authentic deed remains a trustworthy document, providing both parties and the judicial system with a robust foundation for resolving disputes, thereby reinforcing legal certainty and fostering a stable, predictable legal environment (Abdullah et al., 2015).

Referring to the provisions of Article 1868 of the Civil Code, the form and nature of the notary deed has been determined to be an authentic deed. Article 38 paragraph (1) of the Notary Position Law A notary deed can be said to qualify as an authentic deed if the notary deed is made based on predetermined procedures and procedures, namely it has fulfilled the provisions of Article 39 of the Notary Position Law to Article 53 of the Notary Position Law. The implementation of regional grants is the transfer of rights to something from the Government or other parties to the Regional Government or vice versa which has specifically been determined and carried out through an agreement. In Article 1 of the general provisions of Government Regulation Number 2 of 2012, Regional Grants are one of the sources of Regional Revenue to fund the implementation of affairs that are the authority of the local Government within the framework of financial relations between the Government and the local government (Pramudito and Djayaputra, 2023).

Regional grants play a strategic role in supporting local governance by providing essential funding for projects and activities that fall under the jurisdiction of the regional government (Gea, 2024). These grants are

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intended to strengthen the regional government's capacity to meet the needs of its communities by financing areas such as infrastructure development, public services, and economic growth initiatives. The transfer of rights involved in regional grants is conducted with transparency and accountability, ensuring that the grants are aligned with legal frameworks and that their usage directly benefits public interests (Arimurti & Putra, 2022). Consequently, the proper management of these grants contributes not only to the enhancement of regional autonomy but also to the effective and equitable development of the region in accordance with national standards and priorities.

Effective management of regional grants also requires that regional governments demonstrate careful planning, monitoring, and evaluation to maximize the impact of the funds provided (Hamzani & Mukhidin, 2016). By implementing robust oversight mechanisms, regional authorities can ensure that grants are used efficiently and for their intended purposes, reducing the risk of misallocation or misuse. Furthermore, engaging local communities in the planning and execution phases of grant-funded projects fosters transparency and encourages public trust in regional governance (Kuntadewi et al., 2017). This collaborative approach not only supports sustainable development but also strengthens the relationship between regional governments and their constituents, reinforcing local accountability and contributing to long-term regional resilience and self-sufficiency.

Arrangement of Notary Deed in Local Government Asset Grant Activities as an Effort to Transfer Regional Property After the Regulation of the Minister of Home Affairs Number 19 of 2016

The notary deed in Minister of Home Affairs Regulation Number 19 of 2016 must be stated in the utilization cooperation agreement, the handover build agreement, the handover build agreement, and the infrastructure provision cooperation agreement. Prior to the existence of Minister of Home Affairs Regulation Number 19 of 2016 which regulates the obligation to pour out the above agreement in the form of a Notary deed, the cooperation agreement for the utilization of regional property is carried out in the form of a letter of agreement or an agreement under hand. This was stated in the previous arrangement, namely Minister of Home Affairs Regulation Number 17 of 2010 concerning Technical Guidelines for the Management of Regional Property which did not clearly regulate that the agreement must be stated in the form of a Notary deed. Due to the issuance of the new Minister of Home Affairs Regulation Number 19 of 2016, it is a guideline for local governments in forming Regional Regulations that stipulate that cooperation agreements for the use of regional property must be carried out with a notary deed.

The understanding in law that a Notary deed can be a strong evidence in the Court is one of the reasons for the obligation to use a notary deed in Minister of Home Affairs Regulation Number 19 of 2016. For local governments, this is also a very good step in maintaining existing regional property, and ensuring that the implementation of cooperation activities will be carried out in accordance with the aspiration, namely to optimize existing regional property, so that the cooperative regional property is carried out properly and correctly, and there is a sense of security in the future because in the agreements made for the management of government goods The region, if there is a legal problem, already has authentic evidence in the form of a notary deed (Nasution & Apriana, 2016). The presence of the role of a Notary in the formation of an agreement on the utilization of regional property as mentioned above, is in line with the definition of a Notary in Article 1 paragraph (1) of the Notary Office Law, which states that a Notary is a public official who is authorized to make authentic deeds and has other authorities as referred to in this Law or based on other Laws (Ravianto, 2017).

The word "based on other laws" shows that Minister of Home Affairs Regulation No. 19 of 2016 is part of several rules that regulate the authority of a Notary in it. Article 329 of the Minister of Home Affairs Regulation Number 19 of 2016 regulates the forms of transfer of regional property which include the sale, exchange, grant, and capital participation of local governments. Article 1 number 43 also explains that "a grant is the transfer of ownership of goods from the central government to a local government, between local governments, or from a local government to another party, without obtaining a replacement". Grants in Article 6 of Minister of Home Affairs Regulation Number 19 of 2016 are one type of goods that can be legally obtained by local governments. Article 397 of Minister of Home Affairs Regulation Number 19 of 2016 stipulates that regional property can be donated if it meets the requirements, first, it is not a state secret item, second, it is not an item that controls the lives of many people, and the third is no longer used in the implementation of the duties and functions of local government administration. The grant can also be in the form of land, buildings, and other

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than land or buildings (Prananingrum & Melatyugra, 2020).

Grant arrangements in the province of Bali as a comparison are regulated in Bali Governor Regulation Number 20 of 2022 concerning Budgeting Procedures, Implementation and Administration, Reporting and Accountability and Monitoring of Grant and Social Assistance Expenditures. The grant intended in this Governor's Regulation is the provision of money, goods and/or services from the Provincial Government to the Central Government, other local governments, state-owned enterprises/regional-owned enterprises, and/or agencies and institutions as well as community organizations incorporated in Indonesia, which have specifically been determined for their designation, are not mandatory and non-binding, and are not continuous in each budget year unless otherwise specified in accordance with the Statutory provisions aim to support the implementation of Provincial Government affairs. The grant arrangements in Bali Governor Regulation Number 20 of 2022 are detailed in Chapter II of Articles 4 to 6 which contain the conditions for the implementation of grants for the local government of the Province of Bali.

The grant regulated in Bali Governor Regulation Number 20 of 2022 has a significant difference when compared to Minister of Home Affairs Regulation Number 19 of 2016 which in its regulation does not explicitly explain the obligation to pour out an agreement, especially regarding grants in the form of notary deeds. This certainly makes it appear that there is a discrepancy between the arrangements contained in the Ministerial Regulation and the governor's regulation that leads the provincial government. In Bali Governor Regulation Number 20 of 2022, the deed used in a hand transfer agreement is still in the form of a deed under the hand which is not as strong as a notary deed in the form of an authentic deed when assessed from a legal point of view (Palit, 2015).

The transfer of regional property after Minister of Home Affairs Regulation Number 19 of 2016 must be outlined in a notary deed, especially on the implementation of the transfer of goods in the form of grants which when contained in the utilization cooperation agreement, the building agreement for handover, the building agreement for handover, and the cooperation agreement for infrastructure provision (Oktario and Oktarina, 2019). The promulgation of Minister of Home Affairs Regulation Number 19 of 2016 also has an impact on changes in the grant system in each region so that each local government, both at the provincial and district/city levels, is required to make new implementation regulations to harmonize the content of Minister of Home Affairs Regulation Number 19 of 2016 after it is promulgated. The arrangement of the obligation to have a notary deed in grant agreements aimed at the transfer of assets or regional property also has a positive meaning in terms of check and balance, which means avoiding the occurrence of misappropriation or mal-administrative practices in the implementation of the grant, but in the Bali Governor Regulation Number 20 of 2022 it is still not clearly regulated regarding the use of notary deeds in making grant agreements for implementation of the transfer of assets or goods belonging to the local government.

Conclusion

The study concludes that in Bali, inconsistencies in regulations for regional asset grants especially in administrative procedure undermine legal certainty for both the local government and grantees. Relying solely on the Regional Grant Agreement Text, as per the Minister of Home Affairs Number 19 of 2016, fails to provide secure asset transfers, leaving assets vulnerable to third-party claims due to the limited binding legal force of private deeds. Legally, grants documented only as underhand deeds lack validity, heightening the risk of future disputes. Supplementing the Agreement Text with a notary deed would strengthen the process by enhancing legal certainty and evidentiary protection, creating a more reliable framework that safeguards both parties' interests, especially for valuable assets like land.

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