

Cooperation Agreement On The Utilization Of Banda Aceh City Government Asset In Shopping Center Aceh Market

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Abstract: A cooperation agreement is a legal relationship between two or more parties based on the word agreed to cause legal consequences. As a treaty can be bound to the provisions of the Civil Code on the agreement of article 1313, the validity of article 1320 and the freedom of contracting article 1338. According to article 1313 Civil Code, deeds with which one or more persons bind themselves to one or more others. From this event, there arose a legal relationship between two or more persons called the Alliance in which there were the rights and obligations of each Party. The government agreement of Banda ACEH gave permission to the second party, namely PT. Putera Aceh Semesta for the building of shops on the land of Banda Aceh City with the letter of the building and renting agreement. This type of approach is the normative and empirical approach of the juridical method, which emphasizes legislation and regulations and legal norms that are relevant to this issue. The results of this research show that the legal relationship of Banda Aceh city with PT Putera Aceh Semesta is based on lease agreement with number 640/03/SP/1999 in 1999. This agreement is a bond for both parties in exercising the rights and obligations of each of the parties and the interdependence relationship between the first party and the second party in fulfilling its interests, requiring the coordination of the parties' interests so that the interests of either party do not dominate the interests of the other party. While the legal relationship between Banda Aceh and PT Suryatama Almas Lestari is the legal relationship of civil law.

Keywords: Cooperation Agreements, Asset Utilization, Market.

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I. Introduction

The state of Indonesia is a unitary state of the Republic under the Constitution 1945 contained in article 1. The territory of the Republic of Indonesia is divided into provinces and districts. Based on the division, both the province and the Regency/city are called autonomous regions (Ragawino, 2003: 7). Autonomous Region based on local government Law No. 5 of 1974 on local government items revoked by the Law No. 22 of 1999 on local governments who have authority to carry out mandatory affairs and Choice affairs. Mandatory affairs includes education, health, public works and the arrangement of spaces, people's housing and residential areas, tranquility, public order, and community and social protection.

While the affairs of Choice includes the affairs of government that is real and potentially to improve the welfare of society in accordance with the conditions, peculiarities, and potential of the respective regions concerned. In conducting its authority, the local government is obliged to manage its assets to support the local indigenous revenue (PAD), in addition to other sources of income.

The government of Banda Aceh as an autonomous region has various assets, both fixed and moving. The permanent asset of Banda Aceh city is the land built as a market. The law authorizes the autonomous district/city government, including the city of Banda Aceh on assets, to be used alone or can be interacted with the other party.

The legal basis of the Banda Aceh government in establishing a cooperation agreement with the second party namely PT. Putera Aceh Semesta is Law No. 5 of 1974 on local government points in article 63 by explaining "local property goods Used to serve the public interest cannot be sold, submitted the right to the other party, made a dependents or mortgaged, except with the decision of the regional head with the approval of the regional People's representative council "and government regulations Number 5 year 1975 concerning the management, accountability and supervision of district finance contained in article 15 mentions "the property of the unmoving, non-transferable, mortgaged, leased, used or submitted Its use by any means, without the approval of the regional People's Representative Council ". In addition to the provisions above, there are also provisions in the Civil Code, especially book III.

In the Government regulation No. 5 year 1975 on the management, accountability and supervision of regional finance, this provision as stipulated in article 15 paragraph 2 mentions "regional property, regional chief authorized to submit The player to a third party, except when the regional House of Representatives determines another ". Meaning regional head, there must be approval of the regional House of Representatives.

With the basis of Law No. 5 of 1974 on local government points and government Regulation No. 5 of 1975 on Management, accountability and supervision of regional finance then the government of Banda Aceh is doing Cooperation agreements with outside parties or investors in terms of development on the assets of the Banda Aceh government namely Pasar Aceh Shopping Center.

The first phase of Aceh Shopping Center Market development was conducted in year 1989 which is the result of the cooperation of Banda Aceh City with CV mushroom, the cooperation is the building of shops on the first floor and second floor. In year 1990 the Government of Banda Aceh collaborated with PT. Putera Aceh Semesta to build the third floor of the Shopping Center Aceh market. The second ownership of the company is the same shareholder of Bustami's brother.

In this agreement, the government of Banda Aceh gave permission to the second party, namely PT. Putera Aceh Semesta for the building of shops on the government of Banda Aceh with a letter of agreement to build and rent for the third floor with the number: 277/III/1990. In the agreement, in article 4 mentions "that in exchange for the service by the second party, the second Party shall be given a period of free rent for 20 years in accordance with the prevailing provisions from the moment of handover between the first and second party" and ending in the year 2010. The agreement itself is one of the legal institution that serves as a binding instrument of legal relationship of one legal subject with other legal subject in performing various legal actions.

The treaty also bore attachment between the two parties, so the rights and obligations arose for those who covenanted. The Treaty is interpreted as an event that one promises to someone else or where two people promise each other to do something. In the Civil Code is known for various types of agreements such as the Treaty of Julia buy, lease rent, fixed rent, borrowing, exchanging and others. These rights and obligations are subject to the type and content they pour in the agreement.

Along with the cooperation of the use of government assets Banda Aceh with PT. Putera Aceh Semesta has occurred extension of the agreement, caused by fire (Force Majeur) on the third floor in the year 1997. The extension of the agreement is intended to re-bind the implementation of the rights and obligations set forth in the agreement. So that the government of Banda Aceh move directly to make a return agreement with the second party namely PT. Putera Aceh Semesta in the year 1999. The extension of the agreement is completed with the name of the letter of the Treaty of renovation of the market building ACEH Shopping Center with number 640/03/SP/1999 by not changing the contents previously agreed, only the release of the lease expires in the year 2022.

In line with the development of regional autonomy characterized by the change of laws that set it, with the regional asset arrangement already arranged several types of agreements. Outside of the agreement set out in the Civil Code, in the practice of other types of agreements, this is because the law provides freedom to the parties in accordance with the principle of freedom of contract. However, the remains are limited, as stipulated in article 1339 the Civil Code reads: "The agreement not only binds to what is firmly specified therein but also all things according to its consent is required based on Justice, habits, or laws. "

With Act No. 32 year 2004 about local government and government regulation number 58 year 2005 about the regional finance management mentioned about the management of assets/land, so cooperation with the investor or third party in an agreement is regulated clearly with the name of build for surrender or build surrender. The same is reorganised with government regulation number 27 year 2014 on the management of State/local goods and Ministry of Law regulation number 19 year 2016 on the management of regional goods, which became the implementation of law number 23 year 2014 concerning local government.

The position of local government as a public law in the management of regional goods based on the utilization of the use of local goods that are not used in accordance with the basic tasks and functions of the regional device work unit. According to government Regulation No. 27 year 2014 on the management of State/local goods and the domestic Minister of Law No. 19 year 2016 on the management of regional goods form of the utilization of local goods consist of: rent, borrow, utilization, cooperation, build for handover, build surrender, cooperation infrastructure provision and also can be utilized to increase regional genuine income (PAD). Unlike before this rule was issued, the government agreement of Banda Aceh with PT. Putera Aceh Semesta is a permanent lease cooperation agreement.

The cooperation agreement of Banda Aceh city government with PT. Putera Aceh Semesta was extended in 1999 with number 640/03/SP/1999. Article 4 mentions this agreement determines the release of rent for 20 years after the handover is done in year 2001, so it ends in year 2022 and in article 7 mention after lease period, second party namely PT. Putera Aceh Semesta obliged to pay lease to the first party namely the Government of Banda ACEH in accordance with the prevailing provisions. Meanwhile, in article 9 that the second party after the completion of the building is able to transfer the lease rights in whole or in part to the

other party by first obtaining the written consent of the former party. Therefore, the second party, PT. Putera Aceh Semesta, took advantage of cooperation to the other party, namely PT. Suryatama Almas Lestari (Suzuya Supermarket) without prior written approval by the first party of Banda Aceh city government. A treaty itself is done in order to benefit both parties, either body or individual. Therefore, in this case it should be clear that the ongoing certainty of cooperation to the development and utilization of local government assets so that one party is not harmed.

One of the most important aspects of government Regulation No. 27 year 2014 on the management of State/local goods as well as domestic ministerial Regulation No. 19 of 2016 on regional property management, that the asset management of local government by a third party in the form of Bangun surrender/Guna handover must pay a fixed contribution annually to the local government in order to obtain the local revenue.

The practice of establishing a fixed contribution agreement in cooperation with the asset utilization of the city government of Banda Aceh can be seen on the utilization of the former Setui terminal between Banda Aceh City and PT. Suryatama Mahkota Kencana for 30 years, with the obligation to pay a fixed levy annually by third parties. This agreement was made in the year 2012 with number 03/PJ/BSG/2012. It is quite different from the cooperation between the Banda Aceh city government and CV. Mushroom and PT Putera Aceh Semesta There is no fixed contribution payment.

In agreement between the Banda Aceh city government and CV. Mushroom and PT. Putera Aceh Semesta is not set about the contribution remained so at the time is not known in the agreement utilization of local government assets. Referring to the new regulation that the local government assets are utilized must obtain a permanent cooperation and second party, namely PT. Putera Aceh Semesta has also made a default by collaborating on PT. Suryatama Almas Lestari (Suzuya supermarket) without the written consent of the Government of Banda Aceh as stipulated in article 9 has been explained above until the first party namely the Government of Banda Aceh does not benefit from the results of asset utilization The area.

The above explanation shows the legal issues of this agreement. This is strengthened by the findings of the Financial Supervisory board since 2011 and Telahan Staff Date 5 March 2018 number 900/138/2018 regarding the settlement of land use Shopping Centre Aceh market between the government of Banda Aceh with PT. Putera Aceh Semesta and PT. Suryatama Almas Lestari (Suzuya supermarket). The findings of the financial supervisory body and staff study questioned the benefits of the cooperation on the land of Banda ACEH government assets so that the city government of Banda Aceh did not benefit. The Government of Banda Aceh has several times meeting with PT. Putera Aceh Semesta and PT. Suryatama Almas Lestari (Suzuya supermarket) But there is no meeting point.

The type of research used is normative law and empirical law research, research with normative law has a feature of studying legal research objects in the form of legal principles, legal rules, in the sense of value (norm), concrete rule of law, In the form of doctrines, legislation, and legal systems or Das Sollen (ND, 2010: 34).

II. LITERATURE REVIEW

The definition of the agreement is governed by article 1313 of the Civil Code in which the article is explained that a covenant is an act by which one or more persons bind themselves to one or more other persons. However, the sense of the agreement in general is an event where one promises to another or where two or more parties pledge to perform something or not to do something. In other words, a treaty is a concrete observable event. In its form, the agreement is a series of words that contain the agreement/approval of the parties that make it both orally and in written form. From that event there arose a relationship between the parties called the Alliance.

The understanding of the alliance is a legal relationship between two or two parties, based on which one has the right to demand something from the other, and the other is obliged to meet the demands. The alliance is an unconcrete but abstract or unobservable notion because the alliance is a result of an agreement that causes the people or Parties to be bound to fulfill what has been agreed. The alliance was born due to an agreement or due to legislation. All agreements are made in accordance with the legislation, applicable as a law for those who make it. The agreement is irrevocable in addition to the agreement of both parties, or for reasons prescribed by law. Approval must be done in good faith that is the desire of legal subjects to do something, then they negotiate with the other party, and already the goods of course desire is something good. The goodwill that has been agreed is contained in the contents of the agreement to be obeyed by both parties as a rule together. The contents of this agreement are called achievements in the form of submission of an item, doing a deed, and not doing a deed (Prabandari, 2007).

Grotius understands the contract is a voluntary act of someone who makes an appointment of something to someone else with the emphasis that each will accept it and execute it according to what has been promised. Kotrak even understood by Grotius is more than just a promise, because contracts are even based on

free will and the personal power of individuals who make it, backed by the wealth they possess that can be diverted based on The contract.

The contract according to Hartkamp is a legal action that is formed by observing the legislation regarding formal begging rules by the encounter of a statement of the will interdependent with one another as stated by two or more Party, and are intended to cause legal consequences in the interest of either party and on the burden of the other party, or for the benefit and on the expense of both parties.

This contract or agreement constitutes a legal event in which a person promises to others or two people who promise to do or not do something. Basically everyone can contract with anyone who is required for as long as the person is not prohibited by law to do the contract (Muru, 2013: 1). The parties to this contract may be individuals or business entities that are not legal entities or legal entities. In conducting contracts, the parties involved in the Contract may act for interest and on behalf of themselves, but may also act on their own behalf, but for the benefit of others may even act for the benefit of and on behalf of others.

The cooperation agreement comes from the word agreement and cooperation. A treaty under Van Dunne is a relationship between two or more parties based on the word agreed to cause legal consequences (Prodjodikoro, 1995: 19). Cooperation agreements are not set in detail in the criminal Code. Namum, pursuant to article 1319 Civil Code, cooperation agreement is included in the Innomination agreement.

Based on the opinions of scholars, it can be interpreted that the Treaty is a legal act that raises the alliance, which is a legal relationship that occurs between two or more persons, located within the field of wealth where Party is entitled to achievement and the other party is obliged to fulfill performance.

As a treaty can be bound to the provisions of the Civil Code on the agreement of article 1313, the validity of article 1320 and the freedom of contracting article 1338. Furthermore, for the rightful of a doctrine jian pursuant to article 1320 Civil Code required four conditions:

1. Agreement

Both sides of this Agreement shall be governed by article 1320 (1) of the Civil Code, which is the agreement to be in conformity with the will of one person or more with the other party. According to the statement, because the will can not be seen/known by others.

2. Acting prowess

Acting prowess is the proficiency or ability to act in law. Legal action is an act that will cause legal consequences. Those who will enter into a covenant must be capable persons and have the authority to perform legal acts, as determined by the law of Bekwaam (proficient) to be able to commit legal acts Legally, namely must be mature, healthy sense of mind, and not prohibited by any legislation to do a particular deed.

3. About a certain matter

A certain thing is the item that is the object in the contract. According to Pasal1333 Civil Code, goods that become objects of a contract must be certain, at least must be specified type. Likewise, the number needs to be determined by origin can be determined and calculated for a halal cause. Halal is the fourth requirement as a contract. Article 1335 the Civil Code confirms "if a contract without cause, or contract because of false or forbidden cause then has no power".

4. A halal cause

Halal is the fourth requirement as a contract. Article 1335 the Civil Code confirms "if a contract without cause, or contract because of false or forbidden cause then has no power".

Therefore Salim HS further says if the first and second conditions are not fulfilled then the agreement can be cancelled. That is, that one party may submit to the court to cancel the agreement he had proposed. But if the parties no one objected then the agreement is still considered valid. The third and fourth terms are not fulfilled then the agreement is null and void. It means that the original agreement was deemed to be not there are several conditions for contracts that are generally valid but set out outside of article 1320 of the Civil law, as follows (Salim, 2005: 34).

1. Contracts shall be made in good faith,
2. The contract shall not contradict the prevailing customs,
3. Contracts must be made on a compliance basis,
4. Contracts must not violate the public interest.

If the contract is done by violating any of the 4 (four) principles, then the statutory consequences are that such contracts are not valid and null and void. As for article 1338 clause (1) The Civil Code reads "All agreements made legally valid as law for those who make it". These agreements cannot be withdrawn other than by agreeing to both parties, or for the reasons for which the law is reasonably stated.

The first two conditions, called subjective terms, because of the people or their subject which entered into agreement, while the last two conditions are called objective conditions because of their own covenants or objects of the legal deed (Subekti, 2010: 1).

If the first and second conditions are not met then the agreement may be cancelled. That is, that one party may submit to the court to cancel the agreement he had proposed. But if the parties no one objected then the agreement is still considered valid. The third and fourth terms are not fulfilled then the agreement is null and void. It means that from the beginning the treaty was deemed not to exist (HS, 2003: 34).

III. GOVERNMENT LAW OF BANDA ACEH WITH PT PUTERA ACEH SEMESTA AND PT SURYATAMA ALMAS LESTARI IN COOPERATION TO USE THE GOVERNMENT OF BANDA ACEH

The ability to act provided by applicable laws to conduct legal relations. That authority can affect the association of the Law, after it is expressly stated that the authority is valid, only then the act of government gets the rule of law. The legal relationship with other legal subjects on the basis of freedom of wills or required consent from the party subject to legal action, this is because the civil law is in parallel, such as tenancy, trading and so on.

In economic activity, which occurs in the city of Banda ACEH the rights to the building is poured in the form of economic practice or business activities, in the sense that the word land can be obtained by holding a treaty. The law of the Civil Code recognizes various agreements, some examples of the agreements often encountered in daily activities such as: trading, tenancy, swinger, borrowing and others.

One of the gaining rights to the building is by conducting lease agreements. The tenancy agreement is governed in the III books of the Civil Code of the alliance. Article 1233 the Civil Code determines, "each alliance is born either by Covenant, or act". The treaty-sourced alliance may be shared with general agreements and special agreements. Such special agreements are the tenancy agreements.

The building lease agreements as belonging to this area have the potential to be developed and applied in regional revenues. Nevertheless, there are many who do not know how to apply this building lease agreement, because of the lack of the availability of laws and legislation governing the lease agreement as belonging to this area. Because in accordance with the explanation of article 44 UUPA that the country is not entitled to lease the land, because the country is not the owner of the land, but the country is entitled to control land for the benefit of its people.

Therefore, here the importance of arrangement of the building agreement as a regional property in an invitation regulation, arrangement in the lease agreement as a property belonging to the area is expected to provide certainty Legal and legal protections for the parties that make it. For investors, the legal certainty about the mastery of buildings in the absence of any interference, whether interference from rights holders on land as well as from other parties and also from governing law. Meanwhile, on the right hand side of the building, so that the building lease agreement as a regional property guarantees the certainty that after the period of cooperation ended the building is submitted in good condition and ready for operational by the investor to the holder Building rights.

According to the results of interviews, the implementation of building rent on property possessions is set/implemented in the form of agreement. Therefore, this land lease agreement must follow the rules of the treaty law. For the validity of an agreement, 4 (four) conditions must be fulfilled, which shall be governed by article 1320 of the Civil Code, namely (Aini, 2019):

1. Agree to those who bind themselves;
2. Capable to make an alliance;
3. A certain matter;
4. A lawful cause.

The terms of a valid agreement (agreeing to those who bind themselves) and the second condition (capable to make an agreement) are called subjective terms, because it concerns the legal subject of the person or parties making the agreement. While the third term (object of a certain matter) and the fourth condition (cause or the lawful causa) is referred to as objective, because it concerns the object of law that is promised by the people or parties who make the agreement.

As well as the building lease agreement as a property belonging to the city of Banda Aceh. The government of Banda ACEH in this case the mayor as the organizer of goods and regional secretary of Regional goods users authorized and responsible set of policies and guidelines and conduct the management of regional goods and the Authority of regional property. Goods belonging to Makassar City is expected to be managed by the local government, efficiently and optimally.

According to the interview results, the mayor of Banda Aceh is authorized and responsible for the management of the property of Banda Aceh. One of the area's goods is the market. The market is an area where buying and selling goods with more than one seller is referred to as shopping centers, traditional markets, shops, malls, Plasa, trade centers and other designations. Market as one of the regional property that can be a means of public service and one of the sources of regional genuine income (PAD) that make profit (Aini, 2019).

The beginning of the agreement was the cooperation that was carried out in the utilization of land and shopping center Aceh Market building due to the building fires in the year 1983 where the land is cooperation with CV. Mushroom and CV. Putera Aceh Semesta in form of building and hiring, because of the cause of the fire disaster built, the second party to establish the latest agreement.

The lease agreement of the city government of Banda Aceh with PT Putera Aceh Semesta in 1990 about the letter of agreement to build and rent with the number 277/III/1990. Based on the contents of article 4 as a reward or development services by the second party, namely PT PAS, then the second party is given a free period of lease for 20 years when the handover of the second party to the first party.

According to the interview, the content of this article is due to the agreement in the contents of the treaty between the two parties in the development of Lights shopping Centre by the second party with the obligation of the building to the second party entirely, in return for the Banda Aceh gave free rent money for 20 years as the effort to liberate the buildings that have been built by the party. After having made this agreement for 7 years, the building was promised that the 3rd floor of the shopping centre was burned, and the second party suffered a loss.

In connection with the construction of the promised building, in 1999 the parties namely Pemko Banda Aceh and PT Putera Aceh Semesta carried out the treaty continued, as a result of the 3rd floor spread. Article 4 mentions that this agreement determines the lease exemption for 20 years after the handover is conducted in 2001, thus ending in year 2022.

The hiring of rental activities is actually a transaction that Memperjual-belikan the benefit of a property. This transaction is a lot of human beings, both human antiquity and people nowadays, or it can be interpreted that all goods that may be taken advantage of it by staying strong, valid for rent, if the benefits can be Determined by one of two things, namely with time and deed. Rent to Absolute (do not use the terms) is to set rental payments in cash, unless otherwise promised payment by suspended.

The period of management and Pengoprasian is 20 (twenty) years from the date of the decision letter on the management and operation, the second party namely PT Putera Aceh Semesta has taken advantage of the other parties, without The first party is the government of Banda Aceh.

The legal relationship between the Banda Aceh city government and PT Putera Aceh Semesta is based on the lease agreement with the number 640/03/SP/1999 in 1999. This agreement is a binding for both parties to exercise the respective rights and obligations of the parties. Based on the benefits given by PT Putera Aceh Semesta to Pemko Banda ACEH is an asset given with a foundation equally beneficial, in this case the second party based on article 7 on the content of the agreement that has been made, after the lease-free period, the second party is obliged to pay rent to Pemko Banda Aceh (Aini, 2019).

According to the results of the interview agreement made at that time was a standing agreement on the development of ACEH market for 20 years. The legal basis for the Banda Aceh city government in the regional asset policy refers to the Law No. 5 of 1974 on local government points and government Regulation No. 5 year 1975 on management, accountability and Local financial supervision that is not transferable to other parties.

The agreement carried out by the Government of Banda Aceh with PT Putera Aceh Semesta is legally valid, because there is no indication that the act is prohibited by the law, but the second party doing the deed related to leasing of buildings That has been agreed with the Act without first party knowledge, according to the prevailing regulation of the then meurfeed a tort deed, because in Law No. 5 of 1974 on local Government points in section 63 By explaining the property of local goods used to serve the public interest cannot be sold, submitted its right to the other party.

Based on the article, Pemko has provided a lease on the building that is built by the second party with several provisions that become legislation for the parties. But the explanation of Article 63 Act 1974 does not explain whether the second party can give up its rights to the other party. The explanation made the second party, PT Putera Aceh Semesta, had done the act against the law. The deed against the law was conducted at the time the second party made an agreement with the third party, which the first party namely the Government of Banda ACEH does not know clearly the contents of the agreement made by the second party with the third party. Seirring as time goes on to rent a building belonging to the city of Banda Aceh, second party want to update the lease period for the building (Muklis, 2019).

In the year 2018 the second party wanted to extend the rental of buildings belonging to the city of Banda Aceh, but the legal regulation used has been different namely Law No. 32 year 2004 about local government and government regulation number 58 year 2005 about the management of regional finance mentioned about the management of assets/land, so cooperation with the investor or third The same is reorganised with government regulation number 27 year 2014 on the management of State/local goods and Ministry of Law regulation number 19 year 2016 on the management of regional goods, which became the implementation of law number 23 year 2014 concerning local government.

The study of legal regulations relating to the lease of buildings transferred to third parties does not act as a rule against the law, but acts permitted by law. Further agreements with third parties must also be clearly

arranged in relation to its rights and obligations, in order that the first party may charge the rights to the right party. But the agreements made are also different subcontractors that require some parties to do a deed. Thus the latest legal regulation has hours standards as well.

In connection with this agreement made in the year 1999 between the Government of Banda Aceh with PT Putera Aceh Semesta is an agreement based on article 1365 Civil Code, which then bind both parties. This agreement should also refer to the utilization of regional assets, because the goods that are promised is a building belonging to the area of Banda Aceh. The Parties should observe the provisions in the management of regional assets well.

The law of the Government of Banda Aceh with PT Putera Aceh Semesta because of the will and the statement made both strictly and discreetly among the parties in a parallel position. Acts or acts of law is an Act or act of the early birth of a legal relationship, i.e., a relationship that is relevant to the law. The birth of another legal relationship because the relationship can lead to certain rights and obligations.

The rights and obligations of Pemko Banda Aceh is to organize buildings leased to PT Putera Aceh Semesta by providing material and immaterial benefits, while the rights and obligations of PT Putera Aceh Semesta provide rental dues and dues The cleanliness of Banda Aceh to launch activities.

However, leasing activities of Pemko Banda Aceh by PT Putera Aceh Semesta at the time of unrelease regulation of government Regulation number 27 year 2014 on the management of State/local goods and Ministry of Law regulation number 19 year 2016 on regional property management, the deed of PT Putera Aceh Semesta has violated the provisions of the law, because it has made further agreements to third parties without the first party's knowledge as owner of the building.

With the agreement to the third party will create new legal relationship, change or termination of the existing legal relationship. In other words, it will cause the following legal consequences:

1. Cause some changes in the rights, obligations or powers that exist;
2. Create a change of legal position for a person or object;
3. There are certain rights, obligations, authorities, or status set forth.

The relationship between interdependence between the first and second parties in fulfilling its importance requires the alignment of the parties ' interests so that the interests of either party do not dominate the interests of the other party. It is important to remember that if the dominance of interests, the dominant party will not be fulfilled and thus the purpose of the Covenant to be done in order to fulfill its interests will not be realized. Thus the interests of the higher-positioned parties should not dominate the interests of the other parties and must be balanced.

The distribution of rights and obligations between the parties is not balanced and fair, because in the cooperation agreement is not governed by the authority of business operations and the termination of policies that should be implemented and formulated Together, there is no arrangement regarding the liability of business loss, so that the responsibility in the risk management of business is less terakomodir in the agreement. The balance in this cooperation agreement should be held from the beginning of the agreement to the implementation of the objectives of the balanced agreement and accommodate the interests of both parties.

Author analysis, agreement between PT Putera Aceh Semesta and Pemko Banda Aceh want to be continued, because PT Putera Aceh Semesta has carried out the agreement to third parties as a party of advanced tenants in the agreement. The second party carries out an agreement with the first party for 20 years ended in 2022, but the second party agreement with the third party will end in 2023, which is due to leasing with Pemko Banda Aceh as Building owners.

Due to the agreement that is beyond the date of the second party has ended the building use agreement because, the second party does not give clear first party to the agreement executed with the third party, therefore The second party wants to further extend the lease agreement belonging to Pemko Banda Aceh.

IV. CONCLUSION

The government law of Banda Aceh with PT Putera Aceh Semesta and PT Suryatama Almas Lestari in cooperation with the use of government assets Banda Aceh is a relationship of civil affairs. The law of the Government of Banda Aceh with PT Putera Aceh Semesta because of the will and the statement made both strictly and discreetly among the parties in a parallel position. Hunbugan law is not concerned with government Regulation No. 27 year 2014 on the management of State/local goods and Ministry of Law regulation number 19 year 2016 on the management of local goods, because this is the authority of the city government of Banda Aceh to utilize the asset ownership of the city well and honestly. While the agreement is purely private Law act where the substance of the Treaty becomes a law for the parties.

REFERENCES

- [1]. Ragawino, Bewa. *Desentralisasi Dalam Kerangka Otonomi Daerah di Indonesia*. Bandung : UNPAD, 2003. p. 7.
- [2]. ND, Mukti Fajar. *Yulianto Achmad, Dualisme Penelitian Hukum Normatif dan Empiris*. Yogyakarta : Pustaka Plaja, 2010. p. 34.
- [3]. Prabandari, Retno. *Jenis-jenis Perjanjian Sebagai Dasar Hukum Dalam Pengalihan Hak Guna Bangunan Objek Hak Tanggungan*. Semarang : Tess, Universitas Diponegoro, 2007. p. i.
- [4]. Miru, Ahmadi. *Hukum Kontrak & Perancangan Kontrak*. Jakarta : Raja Grafindo Persada, 2013. p. 1.
- [5]. Prodjodikoro, Wirjono. *Hukum Perdata Tentang Persetujuan Tertentu*. Bandung : Sumur Bandung, 1995. p. 19.
- [6]. Salim, HS. *Hukum Kontrak*. Jakarta : Sinar Grafika, 2005. p. 34.
- [7]. Subekti. *Hukum Perjanjian*. Jakarta : PT Intermasa, 2010. p. 1.
- [8]. HS, Salim. *Hukum Kontrak Teori Dan Teknik penyusunan kontrak*. Jakarta : Sinar Grafika, 2003. p. 34.
- [9]. Aini. *Hubungan Kerjama sama*. [interv.] Kabid Aset dengan Kota Banda Aceh. November 25, 2019.
- [10]. Muklis. *Hubungan Kerjasama*. [interv.] Staf Sekda Kota Banda Aceh. November 26, 2019.

Riki Mulyono Akbar. "Cooperation Agreement On The Utilization Of Banda Aceh City Government Asset In Shopping Center Aceh Market." *IOSR Journal of Humanities and Social Science (IOSR-JHSS)*. vol. 24 no. 12, 2019, pp. 71-78.