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# The Position of the Heirs in the Completion of the Sale and Purchase of Land Where the Seller (Heir) Has Deceived

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**ABSTRACT:**This study aims to analyze the position of heirs in the settlement of land sales whose sellers (heirs) have died and to explore the procedures for land sales whose sellers have died. The method used by the researcher in this thesis is normative empirical, using a statute approach, a conceptual approach, a case *approach*, and a sociological approach. The results of the study indicate that the position of heirs in this case is as recipients of the rights and responsibilities of the heir during his lifetime based on the right of saisine, the right of hereditas petito, and the right of legetime portie, as well as other special rights such as the right to think, the right to receive inheritance purely, the right to receive inheritance with the privilege of recording boedel/ or receiving beneficiary, the right to reject inheritance, and the right to demand distribution of inheritance. and the process of transferring rights to certified land whose sellers or heirs have died is by transferring rights to the heirs, which is carried out by first inheriting, which then meets the document requirements and procedures by laws and regulations. Meanwhile, for land that has not been certified, it is carried out openly, in cash, and in real terms in front of the village head and the heirs should register the land by the provisions of the Basic Agrarian Law, Article 19, Government Regulation Number 24 of 1997, Government Regulation Number 18 of 2021, Regulation of the Minister of Agrarian Affairs Number 18 of 2021, Regulation of the Minister of Agrarian Affairs of 2021 and Perkaban of 1997.

**KEYWORDS:** Heirs, Buying and selling land, Seller who dies.

## 1. INTRODUCTION

Nowadays, people's need for land continues to increase, but land supplies are increasingly depleted, so according to the law of supply and demand, this has an impact on the increasing value of land. With the existence of demand and supply from the community, a legal action arises which is called buying and selling, which in Article 1457 of the Civil Code states that: "Buying and selling is an agreement, by which one party binds himself to hand over an object and the other party pays the promised price ( Salim HS, 2021, 48 ) .

Since the enactment of Law Number 5 of 1960 concerning Basic Agrarian Regulations, abbreviated as UUPA, the definition of land sale and purchase is no longer an agreement as in Article 1457 of the Burgerlijk Wetboek, but rather a legal act regarding the transfer of land rights. Article 20 paragraph (2) of the UUPA stipulates that rights can belong to switch And redirected. Switched means it happened not because an action law (intentional) but a legal event (not intentional), for example, inherited. While transfer is an intentional act, so that there is a legal act against the ownership rights. Transferred ownership is a transfer of ownership of land and buildings that is done intentionally so that ownership of the land and buildings is released from the original rights holder and becomes the property of another party. This transfer of ownership rights can occur through a legal act, for example, buying and selling, grants, exchanges ( Harum Al Rashid , 1986 , .48 ) .

Transfer or assignment is a legal action carried out with the aim of transferring land rights from the person transferring to the person receiving the transfer ( Effendi Perangin, 1994, 237 ) . The land rights transfer system often occurs in society by carrying out buying and selling activities. The buying and selling system has elements, one of which is an agreement which includes the seller and the buyer who require both parties to provide objects or objects as fulfillment of the agreed performance, so that the buying and selling agreement will produce connection law For for party as fulfillment of the rights and obligations that have been agreed upon together ( Herlin) Budiono,) .

Talking about land, it cannot be separated from the existence of inheritance, namely the transfer of assets left behind by someone who has died and the consequences for his heirs ( Effendi War, 2008, 3 ) . Heirs are all people who have the right to the inheritance of the testator and are obliged to settle his debts. These rights and obligations arise after the testator dies ( Abdul Kadir,

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2000, 212 ) . These inheritance rights are based on marital relations, blood relations and wills given to people. Which called with term legate, Which set up in According to the law, however, the legatary is not included in the group of heirs, even though he is entitled to the inheritance of the heir, because his share is limited to the right to certain objects without obligations ( Wati Grace Ria, Muhammad Zulfikar, 2018 , 22 ) . According to Pitlo, inheritance law is a series of provisions relating to the death of a person, the consequences of which are in field material, set, that is consequence from the switch treasure inheritance from someone who dies to the heirs, either in their own relationship or with a third party ( Mr. A. Pitlo, 1986 ),

In the current practice in society, in terms of buying and selling land, it is hoped that the entire buying and selling process can run perfectly, but it cannot be denied that when an obstacle occurs during the buying and selling process, especially if the seller... the land has passed away, while the process of transferring ownership rights from the land seller to the buyer has not been completed. Based on the description, there are several problems studied in this study, namely how is the position of the heirs in the settlement of the sale and purchase of land whose seller (heir) has died , and how is the process of transferring land rights whose seller (heir) has died.

## 2. METHOD STUDY

Based on the title that the author is researching, the author uses the empirical normative legal research method. Empirical normative legal research (applied), is research that examines the implementation of positive legal provisions (legislation) And document written in a way in action (factual) on every particular legal event that occurs in society. The study aims to ensure whether the results of the application of the law to the legal event in question concrete in accordance with or not in accordance with the provisions of laws and regulations. Or with say other whether provision regulation legislation has been implemented properly, so that the interested parties achieve their goals or not ( Muhaimin, 2020, 115 ) .

In legal research there are several approaches, with these approaches the author will obtain information from various aspects regarding the legal issues that are sought for answers. In conducting a research, guidelines are needed to study, analyze and understand the problems that occur in order to obtain results that are in accordance with the problems being studied. The approaches used in this research are statute approach, conceptual approach , case approach , and legal socio approach.

Primary data collection techniques are carried out by means of interviews or direct question and answer with the informants. The interviews used in this study are semi-structured interviews, namely the interview process from developing topics and asking questions, because the technique in this interview is more flexible compared to structured interviews because it is not fixated on questions that have been made. The parties interviewed in this study were the heirs of the landowner whose name is still listed on the Land Ownership Certificate, the second landowner, and the buyer or third landowner who currently controls the land. Then the management of secondary data , done with method documentation study or library study with information collection methods, namely studying documents to obtain information related to the problem being researched ( Haris Mr. Herdiansyah, 2011, 143 ) , and researchers collect library data and regulations related to the problems to be researched ( Mukti Dawn ND, Yulianto Ahmad, 2015, 14 ) . Furthermore, the data and legal materials obtained are analyzed using a descriptive-qualitative method, namely grouping the data obtained from field research according to quality and its truth, then linked to theories, principles and legal rules so that answers to the formulated problems are obtained. All data and legal materials that have been collected are then selected and processed, then reviewed and analyzed, then a recommendation and conclusion are drawn as an answer to the legal issues that arise.

## 3. DISCUSSION

### C.1. Position Expert Inheritance In Completion Sell Buy Land Where the Seller (Heir) Has Died

The death of a legal subject in an agreement does not make it agreement the erased or end, Because in a way law and rights of saisine all rights and obligations of the deceased heir automatically fall to the heirs, without any specific action required from the heirs even though the heirs are not aware of the inheritance. Therefore, the death of one party does not eliminate or cancel the legal relationship, but the legal rights and obligations are transferred to the heirs. The inherited land to be bought and sold must be with the consent of the heirs concerned because all heirs are in the position of holders of the rights to the land object replacing the deceased heir, so that all heirs are entitled to ownership of the land. If one of the heirs does not agree with the plan to buy and sell the land, then the legal act of buying and selling cannot be carried out, because the certificate has listed all the names of the heirs as the legitimate holders of the land rights, and the PPAT is also obliged to refuse to make the deed of sale and purchase (

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Musta'in Sukarmi, Jurnal Akta, Vol 4 No.2, 2017, 138 ) .

**a. Right right On Land Which Can Switch To Expert Inheritance**

All rights regarding the assets of a person who has die world can direct switch to for expert inheritance, as is the case in the field regarding wealth, both land rights owned by a person can be transferred to his heirs, but in the case of land rights which consist of various kinds of rights which have their own requirements, where land rights in national agrarian law as regulated in articles 16 to 19 are: chapter 53 UUPA, if reviewed from aspect origin land, So land rights can be divided into two forms:

1) Primary land rights are land rights that can be owned or controlled directly (originally) by a person or legal entity for a long period of time, can be transferred to another person and can be transferred to their heirs, these rights consist of Ownership Rights, Business Cultivation Rights (HGU), Building Use Rights (HGB) and Usage Rights.
2) Secondary land rights, namely land rights originating from other parties' land. The types of land rights include Building Use Rights on Management Rights land, Building Use Rights on Ownership Rights land, Use Rights on Management Rights land, Use Rights on Ownership Rights land, Right Rent For Building, Right pawn (pawn) land), Right Business For Results (agreement For Results), Rights hitchhiking, and lease rights to agricultural land ( Supriadi, Law Agrarian, 2009, 64 ) .

The various rights regarding land rights are written in articles 16 to 53 of the UUPA, which are grouped into 3 areas, namely:

1) Permanent land rights will continue to apply as long as the Basic Agrarian Law (UUPA) is still in force and has not been revoked. or replaced by Law Which new. Types of land rights are Ownership Rights, Cultivation Rights, Building Use Rights, Usage Rights, Land Opening Rights, Building Lease Rights and Forest Product Collection Rights.
2) Land rights that will be determined by law are land rights that will arise in the future. Right there is no type on this land yet.
3) Temporary land rights are land rights that are temporary in nature for a short period of time and will be abolished because they contain extortionary, feudal characteristics and are contrary to the spirit of UUPA. This type of land right is the Right of Mortgage, Profit Sharing Business Rights, Right of Hire and Right to Rent Agricultural Land ( I Ketut Mr. Sudiarta, Dictate Law Agrarian, Bali, Faculty Law Udayana University, 2017, p. 47 ) .

Basically, all rights to this land can be transferred to the heirs, but secondary rights are in accordance with the nature of the rights that come from other parties and the rights are very limited until a predetermined time, for the transfer must be in accordance with certain conditions. While primary rights such as Ownership Rights as regulated in Article 20 of the UUPA "Ownership Rights are hereditary rights, the strongest and most complete that can be owned by a person on land by considering the provisions in P origin 6." The meaning of the word hereditary is a right that can continue continuously to generations then as long as the owner is still alive and if he dies, then the right can be continued directly by his heirs. Likewise, the Right to Cultivate, the Right to Build, and the Right to Use as regulated in Government Regulation No. 40 of 1997 concerning the Right to Cultivate, the Right to Build and the Right to Use Land. The transfer of the Right to Cultivate has been regulated in Article 16 of Government Regulation. No. 40 of 1997.

1) The Right to Cultivate (HGU) can be transferred or assigned to another party
2) Transition Right Purpose Business This happen with method:
   a) Sell Buy;
   b) Swap exchange;
   c) Inclusion in capital;
   d) Grant;
   e) Inheritance.
3) Inheritance of Land Use Rights as referred to in paragraph 2 must be registered at the land office.
4) The transfer of business use rights due to sale and purchase except through auction, exchange, participation in capital and grants is carried out by means of a deed made by the Land Deed Official.
5) Purchases and sales conducted through auction are evidenced by the Auction Minutes.
6) Transfer of Land Use Rights due to inheritance must be proven by a will or inheritance certificate made by an authorized agency.

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From the explanation above, it is known that the transfer of rights on land such as Building Use Rights (HGB) and Cultivation Use Rights (HGU) which occur due to inheritance must be proven by letter will for heir testamentary or inheritance certificate for blood family heirs, while the Right to Use land directly controlled by the state must have permission from the authorized official if it is delegated to another party. As for individual property rights, the transfer must obtain permission from the owner of the land ownership rights, therefore all land rights can be transferred and transferred to other parties in accordance with applicable provisions such as right owned by which is hereditary, It means This property right can be transferred to the heir without any legal action from the heir.

**b. Transition Right On Land Inheritance**

The transfer of land rights or ownership rights to a condominium unit from the rights holder as the heir to another party as the heir, because the rights holder dies, then the land rights or ownership rights to the condominium unit are transferred to the heirs. Legally, the transfer of land rights due to inheritance is linked to Law Number 5 of 1960 concerning "Basic Agrarian Principles and Government Regulation No. 24 of 1997 concerning land registration. For land that does not yet have a certificate or has not been registered in the land book in the form of inheritance, it is mandatory to submit the following documents:

1) For registration of land rights originating from the conversion of old rights, evidence of said rights is provided in the form of written evidence (land tax certificate/Landrente, girik, pipil, kekitir) or a land history certificate that was made by the relevant service office, the level of truth of which is deemed sufficient by the adjudication committee in systematic land registration or by the head of the Land Office in sporadic land registration to register the rights, holders and rights that burden them.
2) If there is not sufficient evidence available, then a statement from the Village/Sub-district Head stating that the person concerned has controlled the land for 20 consecutive years and during that time has not been disturbed, therefore it is considered, recognized and justified by the customary law community concerned or the village/sub-district concerned.

Article 42 of the PP on Land Registration regulates the transfer of rights due to inheritance, namely:

a) For registration of transfer of rights due to inheritance regarding registered land plots and ownership rights to apartment units as required according to the provisions as stated in Article 36, it must be submitted by the person receiving the land rights or ownership rights to apartment units . submit the relevant inheritance to the land office, the relevant title certificate, the death certificate of the person whose name is recorded as the title holder and a certificate of proof as heir.
b) If the inherited land plot has not been registered, it is mandatory to submit the documents as listed above.
c) If the recipient of the inheritance consists of one person, then registration of the transfer of rights is carried out to that person based on a letter of proof as heir.
d) If there is more than one person who receives the inheritance and the time of transfer is registered along with a deed of inheritance distribution which contains information that the rights to the land or to a particular apartment unit fall to a particular recipient of the inheritance, the registration of the rights to the land carried out in accordance with the relevant inheritance recipient based on a letter of proof as heir and the deed of distribution of the letter.
e) Inheritance in the form of land rights or ownership rights to a condominium unit which according to the deed of inheritance must be shared between several beneficiaries or at the time of registration there is no deed of inheritance, then registration of the transfer of rights must be carried out by all heirs who are entitled to the land based on a certificate of proof as heirs, or can include the deed of inheritance.

One aspect of the UUPA is land registration, this matter This is very important because it is closely related to maintaining the ownership rights of citizens to their land and the protection received by the legitimate land owner.

Regarding the transfer of land rights based on inheritance as stated in the previous paragraph, the heirs are not limited regarding the area of land to be obtained and the distribution of said inheritance, although formally there are no restrictions regarding its area, the distribution of inheritance of land, after the division has been carried out, the area of land to be received by the heirs is very narrow or happen split wide land Which will accepted ( *versplanting process* / land fragmentation), especially for agricultural land, it is necessary to pay attention to avoid land area division / versplanting process. Therefore, there are provisions for the transfer of rights to agricultural land which must not be less than 2 hectares, as regulated in article 9 paragraph (1) of law no. 56 prp 1960 concerning the Determination of the Area of Agricultural Land. "The transfer of agricultural land except for the division

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of inheritance, is prohibited if the transfer of rights results in the emergence of land ownership that has an area of less than 2 hectares or is owned jointly by the heirs, where the use or management is carried out in turns in the matrilineal community in the local community or the inheritance is controlled collectively by the heirs.

**c. Condition Transition Right Because Inheritance**

Before registering the transfer of land rights, the applicant must know the requirements. The requirements for the transfer of rights to inherited land are registration of the transfer of rights caused by inheritance, applicant only Enough submit evidence as a legitimate heir as stated in the inheritance fatwa. In registering the transfer of rights, the applicant submits proof as expert inheritance Which legitimate, matter This aiming Legal heirs can replace the legal position of the deceased regarding his assets. So with by itself right mastery on land And or the building falls automatically to the his heirs. However, like other legal acts, heirs must first register the transfer of their rights at the land office. first so that legal certainty over land can be legally obtained. Document requirements that must be prepared at the stage of registering inherited land rights include:

1) The application form that has been filled in and signed by the applicant or his/her attorney on stamped paper is sufficient.
2) Letter power if empowered Which stamped Enough.
3) Photocopy of the applicant's/heirs' identity (KTP and KK) and power of attorney if authorized, which has been legalized by the village head and then matched with the original by the counter officer.
4) Certificate original
5) Certificate of heirs by statutory regulations
6) Death certificate
7) Photocopies of the current year's SPPT and PBB which have been matched with the original by officer counter, handover proof SSB (BPHTB) and proof of payment of income (at the time of registration of rights)
8) Submission of proof of SSB (bphtb), proof of SSP/PPH for land acquisition of more than 300 million rupiah, with proof of payment of income (at the time of registration of rights)

As for letter sign proof as expert wris can be:

1) Will
2) Decision court
3) Determination judge/chairman court
4) A statement of heirs made by the heirs witnessed by two witnesses and acknowledged by the village head/sub-district head and the sub-district head where the testator lived at the time of death.
5) Certificate of inheritance rights from a notary who is domiciled in the place of residence of the testator at the time of death or
6) Letter inheritance statement from hall treasure legacy
7) If there is more than 1 (one) heir and there has been no division of the inheritance, then registration of the transfer of rights transferred to the heirs as joint ownership, And distribution right furthermore can done through the distribution of joint rights by the provisions of laws and regulations.
8) If the heirs consist of 1 (one) person at the time of registration of the transfer of land rights or ownership rights which fall to 1 (one) person receiving the inheritance, then the registration of the transfer of rights is carried out to the recipient of the inheritance concerned based on the inheritance deed.

**d. Sell Buy Right On Land Inheritance**

One of the important characteristics in terms of buying and selling according to the Civil Code is that the sale and purchase agreement is only "obligatory", this means that the sale and purchase has not transferred ownership rights, but only provides rights and places obligations on both parties, namely giving the buyer the right to demand the transfer of ownership rights to the object being sold. The agreement of both parties (seller and buyer) will create a bond between one party and the other. If one party denies the agreement that has been mutually agreed upon, then the party that has been denied can sue the party that denies because of the losses suffered.

In the case where the object of the sale and purchase is land, then in order to sell the inherited property in the form of land, several provisions must be adhered to, namely:

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1) Making a deed of sale and purchase of land before a Land Deed Making Officer (PPAT), because based on Government Regulation Number 24 of 1997 concerning land registration, because in the case of a land sale and purchase, the transfer of land rights and ownership rights to an apartment unit is only... can proven by deed Which made by PPAT the authorities .
2) Certificate of inheritance. Specifically in the case of transfer of ownership rights to land originating from inherited assets, before a Deed of Sale and Purchase (AJB) is made, the rights to the land must be proven by a certificate of heirs. This certificate of heirs is used as the basis or basis of rights in making an AJB for land rights originating from the testator. In addition to being used as a basis or basis of rights, this certificate of inheritance is also intended so that the public knows precisely and definitely who is entitled to the assets left by the testator.

**C.2. Process Transition Right On Land Which The seller (heir) has passed away.**

**1. Role PPAT In Process Transition Right On Land**

The Land Deed Making Officer or abbreviated as PPAT is a State Official whose existence is recognized by the Law as stated in the Republic of Indonesia Government Regulation Number 24 of 1997 concerning Land Registration, Republic of Indonesia Government Regulation Number 37 concerning Official Regulations Maker Land Deeds, as well as Government Regulation of the Republic of Indonesia Number 18 of 2021 concerning Management Rights, Land Rights, Apartment Units, and Land Registration. Its duties and authorities are regulated in Article 2 of Government Regulation of the Republic of Indonesia Number 37 of 1998 concerning the Position of Land Deed Making Officials, namely:

a. The PPAT is tasked with carrying out some land registration activities by providing deeds as evidence that certain legal acts have been carried out regarding land rights. or property rights on house unit arrangement, which will be used as a basis for registering changes in land registration data resulting from the legal act. Authentic deeds as the strongest and most complete evidence, have an important role in every legal relationship in community life.
b. The legal acts referred to in paragraph (1) are buying and selling, bartering, granting, investing in a company (inbreng), sharing of equal rights, granting building use rights/usage rights or ownership rights, granting mortgage rights, granting power of attorney to encumber mortgage rights.

PPAT is appointed and dismissed by the Head of the Agency National Land. The function of PPAT is in the series of land rights registration implementation, namely assisting the head of the land office as the executor of land rights registration with providing tools for proof which will be made into the base for registration of data changes on certain land. Besides being responsible for the certainty and correctness of the contents of the deed, PPAT also must submit the deed and other documents to the Head of the Land Office within seven days of signing the deed ( Interview with Notary Public, PPAT, Dr. Muhammad Jeffry, SH, MKn ).

2. **Transfer of Land Rights through Buying and Selling Uncertified Land**.

Transfer of rights to uncertified land carried out before the enactment of Government Regulation Number 24 of 1997 Concerning Land Registration, evidence of the transfer of rights can be in the form of an authentic deed made by a PPAT, however if it is carried out by deed under the hand which are made by for parties (seller and buyer) witnessed by the village head or sub-district head, then the deed can be used as evidence of the acquisition of land rights and can be registered at the land office. While the sale and purchase of land rights that have not been certified after the enactment of Government Regulation Number 24 of 1997 concerning Land Registration, must be proven by a deed of sale and purchase made before the PPAT. If it is not made with a deed of sale and purchase made by the PPAT, then the sale and purchase process must be repeated with a sale and purchase carried out before the PPAT. This is to meet the requirements and provisions for the transfer of land rights to be registered based on government regulation Number 24 of 1997 concerning land registration.

In general, people who live in rural areas until now are not all familiar with the existence of PPAT, so that in carrying out... transaction in field land Still use deed underhand which is only signed by the parties known to the Village Head. There are even still forms of transactions that are only stated in the form of receipts without an agreement being made between the two. The public's understanding, as long as the land sale and purchase transaction is carried out by the cash and clear principles applicable in customary law, then no provisions are required that are considered formalities in the law. In addition to being known by the village head, the public generally requests approval from the sub-district office, in the perspective of land law, the sub-district head as the ex officio sub-district head is serving as a temporary PPAT ( Husni Tamrin, 2009, 64 ) .

The existence of PPAT is regulated in Government Regulation Number 24 of 1997 concerning Land Registration in

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Article 1 number 24 confirming that PPAT is a public official who is given the authority to make certain deeds. Furthermore, in PP Number 37 of 1998 in Article 1 number 1 it is stated that PPAT is an official general Which given authority For make deed authentic regarding certain legal acts concerning land rights or ownership rights to apartment units. PPAT is appointed and dismissed by the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency for a certain work area in order to provide services to the community regarding matters needed within its authority as PPAT. If there is no PPAT available in a remote area, the Minister may appoint the Sub-district Head or Village Head as a temporary PPAT, and the Head of the Land Office as a special PPAT ( M. Khoidian, 279-283 ) . The sale and purchase of land that has not been certified must be registered with the Land Office according to the location where the object is located. Land registration that is carried out sporadically, then the sale and purchase must be made with a PPAT deed. By transferring rights to the BPN office, the principle of publicity in land registration is fulfilled, that is every people can knowing physical data in the form of location, size, land boundaries, and legal data in the form of rights subjects, status and transfer of rights to land or Land ownership rights ( Interview) with father Muhammad Zarnuji, Head Sexy body Mataram City Land Administration ).

**3. Procedure Sell buy land Inheritance Which already certified**

When buying and selling land that already has a certificate, it is best to request a Land Registration Certificate (SKPT) first, which will determine the status of the land to be bought and sold at the Agrarian Office, which aims to guarantee that the data listed in the photocopy of the certificate received by the seller the same as the SKPT requested from the agrarian office, and this is to find out who has the right to the land object, also to find out the location, area, and condition of the land. to find out whether there are any burdens on it (used as collateral for debt or not), if the land owner has died world, means owner from land the is for heirs, then the transfer of rights must first be carried out to the heirs ( Interview with Father Muhammad Zarnuji, Head Sexy Mataram City Land Agency ) .

**4. Settlement of Sale and Purchase disputes over Inherited Land Under Hand**

According to the laws and regulations, the transfer of land rights through a legitimate sale and purchase that can be registered to obtain a certificate of ownership is a sale and purchase carried out before a Land Deed Making Officer, however, if the parties (seller and buyer) carry out a sale and purchase underhand based on customary law, it must be carried out before the village head. can be proven by a letter of release of rights and involving witnesses in process sell buy And can stated legitimate if done openly, cash and real. Inherited land can be bought and sold if the inheritance is inherited Already open Which It means if has happen death The person who has the right to buy and sell the land is the heir.

In matter settlement dispute land There is you The events that can be held are:

a) Completion Dispute through Litigation (Court)
b) Completion Dispute through Non-Litigation (outside court)
    1) Arbitration
    2) Negotiation
    3) Mediation
    4) Conciliation
    5) Evaluation expert

**5. Sample case**

For example, in the statement that the heir died in 2006 in Gunungsari, West Lombok, the late Mr. H. Ramli had a wife named Mrs. Hj. Siti Aminah and died on August 19 2005 during their marriage having been blessed with 5 children, Mr. H. Ramli was in the process of selling his land to Mr. Mahsyar, but before the process of transferring rights was completed, Mr. H. Ramli passed away, therefore, the land object which was in the process of buying and selling was continued by his heirs, namely:

a) Mrs Qudusiah
b) Sir Amir
c) Sir Amid

Based on the statement of the heirs, it has been agreed that the inherited land located on Jalan Raya Tanjung, Kekait Village, Gunungsari District, West Lombok Regency, as stated in the land ownership certificate number 03882/West Lombok registered in the name of Mr. H. Ramli was handed over to one of the heirs, namely Mr. Amir ( Interview with Father H. Ramli, Expert Inheritance ). In this case, according to the rights of the heirs, they can continue the sale and purchase process by first making a

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deed of division of joint rights which will be used as the basis for the transfer by Article 51 of Government Regulation Number 24 of 1997. The process of transferring rights because the heirs leave a deed of division of joint rights is carried out in the following manner:

1) land office registration by attaching a letter of application and other documents.
2) after all the documents are equipped, the applicant quickly registers on office land with the payment of the registration fee, as set with the decree of the Head of the National Land Agency Number 1 of 2005. This must be implemented to provide legal protection to heirs and buyers and for the sake of orderly land administration. After the files are received by the land office, the process of transferring rights or changing names will be immediately carried out by the applicable provisions.

The process of registering the transfer of rights due to inheritance, which appoints one of the heirs as the holder of the rights and obligations, with a deed which are made by PPAT, namely APHB. Furthermore, for the sale and purchase carried out by the heirs, it is proven by a deed of sale and purchase carried out before the PPAT, by the requirements for making an authentic deed, namely:

1) made by or before a Notary/PPAT
2) made according to form, Which set of the Constitution
3) Made according to procedures, Which set the Constitution

If in the future a problem arises regarding the deed that was made, then the parties must be able to prove their claim themselves, meaning, if the heirs deny the deed they have made, then the heirs must prove absence true deed the, Because deed authentic has perfect evidentiary power, if a party sues, then he must prove his claim.

## 3. CONCLUSION

The position of the heir is as the recipient of the rights and obligations of a person who has died, either from a straight line down or up, as for the rights of the heir, namely the automatic transfer of all rights and responsibilities of the heir during his lifetime without having to do anything, even though the heir has not or is not aware of the inheritance, this is based on the right of saisine. So in this position, the heir is responsible for continuing the buying and selling process carried out by the previous heir to fulfill his rights and responsibilities as an heir.

The process of transferring land rights to the seller or heir has died, namely by transferring rights to the heirs, which is done by inheriting and then carrying out a deed Joint Distribution of Rights, and then to continue the buying and selling process carried out by the heir during his lifetime, a Deed of Sale and Purchase is made by the heir which is made before the PPAT and registered with the Land Agency office. National with fulfilling the condition document and procedures, which by the regulation legislation.

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