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Obstacles In The Process Behind The Legal Certificate Of Land Through The Binding Agreement Of Buying

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Abstract

Assignment requirements sets in Article 37 paragraph 1 of Government Regulation No. 24 of 1997 on concerning land registration. From the practice oh the transfer of land rights, people don't always make the payment in cash but also usually done in installments. To protects the buyer has paid the installments due under the name can't be done then the parties often bridged with make an accessoir agreement like purchase agreement , deed District Land Office of Tulungagung. At the District Land Office of Tulungagung found many local people are experiencing a lot of obstacles in process to change of name in the certificate of land rights with an accessoir agreement like purchase agreement neither made before a notary or under hanf.

Keywords: Change Of Name; Certificate of Land Rights; Accessoir Agreement Like Purchase Agreement

A. Introduction

In the life of the land community is a very important requirement to meet the needs of human life. With the passage of time the human population will increase will affect the level of human needs that are increasing as well, then the land as a necessity of life will be transferred from the owner to one other owner. The transfer of land rights can be done in various ways, one of the ways that is very common in the transfer of land rights is to use the sale and purchase method. Regarding the requirements for transferring rights, it has been regulated in article 37 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration which states as follows: "Transfer of land rights and ownership rights to units of flats through the sale and purchase, exchange, grants,¹

With the existing arrangements as regulated in the law, it can be concluded that the transfer of land rights must be registered in accordance with the applicable laws and regulations in order to obtain legal force and ownership can be said to be legal in the eyes of the law. With these provisions in place, a transfer of land rights must be done by signing the deed of the Acting Officer for Land Deed (PPAT) and must be registered to be reversed in order to obtain valid evidence. Without a deed made by the Land Deed Making Officer (PPAT), the transfer of land rights considered invalid because it is not in accordance with applicable regulations. In the sale and purchase of land agreed upon by the parties, there will be a process of delivering goods called levering. Levering is a method used by the seller and buyer to transfer

¹ Peraturan Pemerintah Nomor 24 Tahun 1997 pasal 37 ayat 1

the ownership of goods from the seller to the buyer and the goods traded can be delivered.

Levering has been stated in Article 616 of the Civil Code, In the practice of transferring land rights, it turns out that people do not always make payments in cash but are usually also made in installments. To protect the buyer who has paid the installments because the transfer of name cannot be done, the parties often bridge by making a sale and purchase agreement agreement. In reality in the community found a form of binding deed of buying and selling land, usually the deed is known as the Land Purchase Binding Agreement (PPJB),

However, many people do not understand about PPJB, PJB or IJB so that ultimately the problems and obstacles occur in the process behind its name. There are several problems and obstacles that occur in the case of the transfer of land rights using the binding purchase agreement as happened in the Tulungagung District Land Office including:

Case One: Problems resulting from (Purchase Binding Agreement) made with an authentic notary deed are not included with the power of attorney to sell and at the time of repayment of the installment payment from the buyer is paid, the land seller and heirs or family are not found and there is a lack of SKW file (Certificate of Inheritance).

Second Case: Problems occur because the first buyer at the time of sale and purchase with the land owner does not use written evidence and does not carry out the name behind the Land Office. To prove that the buyer looks for the land owner and the information is obtained that the land owner is not found.

Third Case: The problem that occurs is the ownership dispute between the heirs of the seller, namely from the first wife and the second wife. With the aforementioned strife to obtain the rights of the land buyer, the buyers did not make a lawsuit and seemed to relinquish their rights to the sale and purchase of the land.

The formulation of the problem in this journal is to discuss how the implementation of the transfer of land title certificate in the Tulungagung District Land Office, what are the obstacles that occur in the process of transferring the title of land title through the Purchase Binding Agreement at the Land Office of Tulungagung Regency, and what efforts to resolve undertaken to resolve obstacles in the process of transferring the title deed to land through the Purchase Binding Agreement at the Tulungagung District Land Office.

B. Research Methods

This type of research is an empirical juridical research, which is a study conducted on the reality that occurs in the practice of applying law in society and analyzing the actions of legal institutions based on reality in law to overcome legal certainty. The approach used in the study of obstacles in the process of reversing the name of the certificate of land rights by using a binding purchase agreement is to use a sociological juridical approach, namely research that seeks to see the effectiveness of the law contained in the community which is adapted to the Laws. Invitation. Primary data sources in this research consisting of the results of an interview with the Tulungagung District Land Office Staff,

Data collection techniques in this study were free interviews using interviews (interview guides) to relevant parties at the Tulungagung District Land Office as a research site to obtain information about obstacles and settlement efforts in the transfer of land rights using the binding agreement of sale and use Snowball technique (Snowball technique) is a multi-level sampling method. Connecting all parties involved in the transfer of land rights by using the binding deed of sale and purchase of land.

C. Results and Discussion

1. Overview of Research Locations Overview of Tulungagung Regency

Regional Boundary: North,; Bordered by the District of Kediri in the East; Bordered by the Regency of Blitar in the South,; Bordered by the Indonesian Ocean in the West; Compassed by the District of Trenggalek². General Overview of Tulungagung Regency Land Office. The Location of the Tulungagung District Land Office occupies two fields located on Jalan Pangeran Diponegoro Number. 109 Tulungagung Regency and Jalan Pangeran Diponegoro Number. 115 Tulungagung Regency.³

2. The Process of Transferring Land Title Certificates at the Tulungagung District Land Office

Behind the Name of the Land Rights Certificate is done by submitting all the registration documents to the Land Office which includes:⁴ a). Application form that has been filled out and signed by the applicant or its attorney on a stamp, is enough to request a return of name signed by the buyer, b). Power of Attorney if authorized, c). Photocopy of the applicant's identity from the seller and the buyer or if there is an heir (Resident Identity Card, Family Card) and power of attorney if authorized, which has been matched to the original by the ticket window clerk, d). Original Certificate of Land Rights, e). Sale and Purchase Act made by PPAT (Land Deed Making Official), f). If it is an inherited land, it must include a letter Information Inheritance in accordance with the Laws and Notarial Deed, g). Photocopy of SPPT (Tax Return) Last Year, h). PBB (Land and Building Tax) of the current year which has been matched with the original by the ticket window clerk, and i) . Submission of proof of income tax (Income Tax), proof of payment of BPHTB (Fee for Acquisition of Land and Building Rights) from Rp. 60,000,000.00 (sixty million rupiah) proof of payment of income (at the time of registration of rights) Fees for Returning Certificate Land rights.

According to Mr. Mula, the Head of the Land Rights and Land Registration Section of the Tulungagung District Land Office stated that the transfer fee has been determined at the Tulungagung District Land Office as a check fee of Rp. 50,000.00 (fifty thousand rupiah) and the fee to process the name behind Rp. 50,000.00 (fifty thousand rupiah) so the total is Rp.100,000.00 (one hundred thousand rupiah).

² Badan Pusat Statistik Kabupaten Tulungagung dan Bappeda Kabupaten Tulungagung, Kabupaten Tulungagung dalam Angka Tulungagung Regency In figure 2012, hal 3.

³ kab-tulungagung.bpn.go.id, diakses pada tanggal 7 januari 2012, Pukul 08.00 WIB

⁴ Hasil wawancara dengan Bapak Mula, Kepala Seksi Hak Tanah dan dan Pendaftaran Tanah Kantor Pertanahan Kabupaten Tulungagung , tanggal 3 januari Pukul 14.00 WIB

3. Obstacles and Efforts to Settle the Title of Land Ownership Certificate Through a Binding Agreement of Sale and Purchase at the Tulungagung District Land Office

a) First case

In the IJB Deed (Land Buy and Sell) of the Land dated May 20, 1985 with Deed Number 27 (Twenty-seven) made by and / in front of Notary Maskyur, it does not contain any class that regulates the "obligation to transfer names". So that the binding agreement on the sale and purchase of land that has been made cannot be used for the reverse process. The IJB (Bonds and Purchases) does not include a power of attorney that functions to be able to carry out direct transfer of rights, then for the transfer of name in accordance with the procedure, it must be presented between the seller and the buyer. The completion of the first obstacle is to be able to do the process behind the name, Mr. Hadi Pandoyo as the buyer must be able to present the Seller, namely Mrs. Bandiyah and her children (Agung Prijono, Bagus Prijono)

The second obstacle occurs because at the time the buyer wants to process behind the name and look for the seller, namely Mrs. Bandiyah and her children (Agung Prijono, Bagus Prijono, Wiwik Murduani and Wiwit Rimawati) apparently were not found at his residence, according to information Kelurahan Ibu Bandiyah and her children his children have left the village since 1986 and no information is known about his new residence. In an effort to resolve the second obstacle because the seller was not found, Mr. Hadi Pandoyo as the buyer decided to address Mr Mulyani as PPAT (Acting Author of Land Deed) Sub-District of Tulungagung, as the sub-district where the land is located.⁵

After signing the Deed of Sale and Purchase at the local PPAT (Land Deed Making Officer), a third obstacle occurred when the documents from the PPAT (Land Deed Making Officer) were submitted to the Tulungagung District Land Office. The Land Office states that there is a lack of administrative documents on SKW (Inheritance Certificate) which is an absolute requirement. SKW (Certificate of Inheritance) functions to obtain the strength of proof of land from the results of inheritance, the inheritance certificate is needed besides as a basis for the process of land registration and the process of transferring land rights.⁶

The land sold by Mrs. Bandiyah and her children (Agung Prijono, Bagus Prijono, Wiwik Murduani and Wiwit Rimawati) is inherited from Alm. Her husband is Mr. Moersaid Priharto, so the certificate is still for her husband, Moersaid Priharto. To determine who has the right to become an heir, for the process of buying and selling land SKW (Certificate of Inheritance) is an absolute requirement that must exist. Transfer of rights due to inheritance has been affirmed by Chapter V, Paragraph 3 concerning the Transfer of Rights Due to Inheritance as referred to in Article 42 of Government Regulation No. 24 of 1997 concerning Land Registration, which is as follows: For the transfer of rights due to inheritance regarding land parcels that have been registered, must

⁵ Hasil wawancara dengan Bapak Mulyani, PPAT Camat Kecamatan Tulungagung, tanggal 19 Oktober 2012, Pukul 09.00

⁶ Adrian Sutedi, **Peralihan Hak Atas Tanah dan Pendaftarannya**, Sinar Grafika, Jakarta, 2006, hal 102.

be submitted by those who receive land rights as inheritance to the Land Office, certificate concerned, the death certificate of the person whose name is recorded as the holder of his right with a proof of heirs. Transfer of rights due to inheritance occurs because the law at the time of death. In a sense, that since then the heirs have become holders of new rights. Regarding who is the heir, it is regulated in the applicable civil law. Registration of the transfer of rights due to inheritance is also required in order to provide legal protection to the heirs and for the sake of order administration of land registration. Certificate of proof as heir and in the form of Deed of Inheritance, or Letter of Determination of Heirs or Certificate of Heirs. Transfer of rights due to inheritance occurs because the law at the time of death. In a sense, that since then the heirs have become holders of new rights. Regarding who is the heir, it is regulated in the applicable civil law. Registration of the transfer of rights due to inheritance is also required in order to provide legal protection to the heirs and for the sake of order administration of land registration. Certificate of proof as heir and in the form of Deed of Inheritance, or Letter of Determination of Heirs or Certificate of Heirs. Transfer of rights due to inheritance occurs because the law at the time of death. In a sense, that since then the heirs have become holders of new rights. Regarding who is the heir, it is regulated in the applicable civil law. Registration of the transfer of rights due to inheritance is also required in order to provide legal protection to the heirs and for the sake of order administration of land registration. Certificate of proof as heir and in the form of Deed of Inheritance, or Letter of Determination of Heirs or Certificate of Heirs. Registration of the transfer of rights due to inheritance is also required in order to provide legal protection to the heirs and for the sake of order administration of land registration. Certificate of proof as heir and in the form of Deed of Inheritance, or Letter of Determination of Heirs or Certificate of Heirs. Registration of the transfer of rights due to inheritance is also required in order to provide legal protection to the heirs and for the sake of order administration of land registration. Certificate of proof as heir and in the form of Deed of Inheritance, or Letter of Determination of Heirs or Certificate of Heirs.⁷

Finally, to overcome the third obstacle, namely to obtain SKW (Certificate of Inheritance) and the determination of who has the right to inherit the land Almo.Moersaid Priharto as the owner of the land. Mr. Mulyani, as PPAT (Acting Author of Land Deed) of Tulungagung Sub-District gave advice to submit a request for Determination of Heirs in the Tulungagung Religious Court because according to his statement here all parties were Muslim.⁸ With the submission of the determination of the heirs on the part of the purchaser, the Religious Court shall issue the Determination of the Heirs based on Tulungagung Religious Court Decision Date: 19-04-2007 No.013 / Pdt.P / 2007 / PATA. The determination of heirs can be issued by the District Court or the Religious Court. The determination of heirs for those who are Muslim is made

⁷ Penjelasan Pasal 42 ayat (1) Peraturan Pemerintah Nomor 24 Tahun 1997

⁸ Hasil wawancara dengan Bapak Hendry, Pada Tanggal 12 Oktober 2012, Pukul 19.00 WIB

by the Religious Court at the request of the heirs. With the contents of the decision that granted the request of the applicant, namely from the buyer, the Decision on the Determination of the Heirs from the Religious Court can be used as a substitute for SKW (Certificate of Inheritance) documents for the transfer of names at the Tulungagung District Land Office.

b) Second case

This case occurred In around March 2008, Mr. Bambang carried out the sale and purchase of land without written evidence with Mr. Maridjo as the owner of the Land Rights Certificate, and there has not been a reverse process on behalf of Mr. Bambang. However, the certificate of land rights in the name of "Maridjo" has been subordinated by Mr. Bambang as the buyer. After that, on January 3, 2012, Mr. Bambang as the second seller made a sale and purchase transaction conducted through PPJB (Binding Agreement of Sale and Purchase) with a deed under the hand with Mr. Teguh, here it can be concluded that Mr. Teguh is the second buyer. The first obstacle in this case was because Mr. Bambang at the time of the sale and purchase transaction with Mr. Maridjo was not proven by written evidence.

In the sale and purchase of land objects, it is known that a new ownership right is transferred by levering.^{9a}). The title is the basis for levering, b). Leaving is done by people who have the right to do the goods that are free. With the title meant by the obligatory agreement which is the basis of the levering with other words: selling, buying, exchanging or giving away (these three agreements are titles for the transfer of property¹⁰. As for the person who is "entitled to do free" is the owner of the goods or the person authorized by him. In accordance with the principle of *nemo plus juris* which reads: people cannot transfer rights beyond the rights they have. This means that the transfer of rights by an unauthorized person is null and void. This principle aims to protect the actual rights holders. Based on this principle, actual rights holders will always be able to reclaim their rights registered in the name of anyone.¹¹

To resolve this first obstacle, Mr. Bambang referred to Mr. Rudy as PPAT (Land Deed Making Officer) in Sendang District, Tulungagung Regency where the land object is located. Mr. Drs Rudy M.si gave a conviction that he could not sign the Purchase Deed, to be able to sign the Purchase Deed must be able to present Mr. Maridjo. The second obstacle occurred because when Mr Maridjo was sought for his residence, it turned out that Mr Maridjo did not live in his residence and was not known about his new residence. Whereas here the presence of Mr Maridjo is very important considering that Mr Maridjo is the owner of the land certificate. The presence of Mr. Maridjo will also prove whether there has indeed been a buying and selling carried out between Mr. Maridjo as the owner and seller of land and Mr. Bambang as the first land buyer and second land seller. Until now, Mr. Bambang has been trying to find the whereabouts of Mr. Maridjo, but has not received certainty about the new residence.

⁹ Subekti, *Aneka Perjanjian*, PT Citra Aditya Bakti, Bandung, 1995, hal 12.

¹⁰ *Ibid*, hal 13

¹¹ Adrian Sutedi, *Peralihan Hak Atas Tanah dan Pendaftarannya*, Sinar Grafika, Jakarta, 2006, hal 118

Legally the sale and purchase made by Mr. Bambang and Mr. Teguh through PPJB (Agreement on Binding of Purchases) made by the two parties themselves under the hand cannot yet be justified, because in accordance with Article 37 paragraph (1) Government Regulation Number 24 of 1997 all legal actions relating to land must be done with an authentic deed, this provision is binding with the legal consequences that a transaction with an object in the form of land if done with a deed under the hand is threatened with cancellation, because it is contrary to the laws and regulations requiring that any relaxation of the land must be with a Deed made before the Land Deed Makers Officer.¹²

Based on information obtained from Mr. Mula as Head of the Land Rights and Land Registration Section, the Tulugagung District Land Office stated that¹³: A certificate check has been made, it is known that the certificate is still in the name of Maridjo (as the first seller) and there are no other legal actions including the return of the certificate of land title with any party. In this case the Tulungagung District Land Office did not dare to proceed with the transfer of name if there were no landowners (people) whose names were listed on the certificate of land rights.

c) Third Case

This case occurred in around 1983. This case occurred between the Keputren land family and the residents of Keputren land, namely between R.Ay Moenoto (Karmiasih) who is the Second Wife of Raden Mas Monoto (Keputren land owner) and Mr. Karno cs (residents of Keputren land) . In this case, one of the samples taken from the residents of Tanah Keputren, Mr. Karno. At the time of buying and selling land objects through the PPJB (Land Purchase Binding Agreement) with the Deed Under the Hand which was originally made verbally, because at that time the residents were unable to pay cash and finally made payments in stages. Then when the payment is paid in full, the Agreement Letter (Release of Land Rights).

The first obstacle that occurred in the third case was because when the residents had already paid their payments, this was evidenced by the Letter of Agreement (Relinquishment of Land Rights). Residents want to do the process behind the name of the Land Office. But when they were about to arrange the process of signing the Deed of Sale, it was discovered that there was a dispute between the heirs of the First wife of R.Ay Moenoto (Martinah) and from the second wife of R.Ay Moenoto (Karmiasih). It was learned that the first wife and her children never wanted that the land to be sold to the residents, but the sale and purchase payment both in full and in installments had already entered the heirs of the second wife and her children and could not be taken. back.

The process of buying and selling land between the second wife of R.Ay Moenoto (Karmiasih) and the residents of the Keputren land did not meet the elements of the legal provisions of Article 1320 of the Civil Code. Legitimate terms of the agreement according to Article 1320 of the Civil Code have 4 elements, namely: 1). Agree of those who bind themselves, 2). The ability to

¹² Irawan Soerodjo, *Kepastian Hukum Hak Atas Tanah Di Indonesia*, Arkola, Surabaya, 2001, hal 148.

¹³ Hasil wawancara dengan Bapak Mula ,selaku Kepala Seksi Hak Tanah dan Pendaftaran Tanah, Kantor Pertanahan Kabupaten Tulugagung Pada Tanggal 20 Oktober, Pukul 14.00 WIB

make an agreement, 3) A certain thing, 4). A halal cause. In this case, R.Ay Moenoto (Karmiasih) as the first wife and as the seller of the Keputren land has not been able to fulfill the element of a particular matter where the certain thing is in the form of an object of land determination regarding who has the right to inherit the land. In the case of objective conditions, if these conditions are not fulfilled, the agreement will be null and void. This means that from the beginning there was never an agreement and there was never an engagement. The aim of the parties to the agreement to give birth to a legal agreement, is to fail. As such, there is no conscious awareness of prosecution in front of judges.¹⁴

The seller R.Ay Moenoto (Karmiasih) as the first wife also has not fulfilled the requirements for the transfer of land rights due to inheritance as regulated in Article 43 (3) Jo Article 43 (4) Government Regulation No.24 of 1997 which states: Article 43 (4): If the recipient of the inheritance is more than one person and the time of the transfer of the right is registered accompanied by the deed of distribution of inheritance which contains a statement that the land rights or ownership rights of certain apartment units fall to a certain beneficiary, the registration of the transfer of land rights or the right to ownership of the unit of flats is carried out to the beneficiary concerned according to the certificate of evidence as heirs and the deed of distribution of the heirs. " Article 43 (5):

To resolve the first obstacle, the party of the First wife (R.Ay Karmiasih) along with her children took care of the inheritance fatwa in the Religious Court which could be used as evidence. The Religious Court has the authority to issue a stipulation regarding the distribution of the inheritance of an heir who is Muslim and that authority has been regulated in Article 49 of Law Number 3 Year 2006 concerning Amendment to Law Number 7 of 1989 concerning Religious Courts.

The Surabaya Religious Court (due to R.Ay Karmiasih) resides in Surabaya, according to the Surabaya Religious Court Fatwa Regarding Waris Damai No. : 554 / Fatwa / I / 1989. The fatwa explained that the second wife of R.Ay Karmiasih (R.Ay Moenoto) and her Muslim children were entitled to inheritance. The court fatwa is only a description of determining who has the right to inherit. But in this case the party entitled to inherit according to the family tree of Raden Mas Moentot is that there are two parties, namely the First wife (R.Ay Martinah) and the second wife (R.Ay Karmiasih). The second obstacle occurred due to a dispute between the First Wife R.Ay Moenoto (Martinah) with Second Wife R. Ay Moenoto (Karmiasih) The Purchaser, Mr. Karno cs (Keputren Land Residents) has no initiative to file a lawsuit against the seller, namely the Second Wife, R.Ay Moenoto (Karmiasih). Mr. Karno cs (Keputren Land Residents) always the buyer has no initiative to make a lawsuit and as if to relinquish his rights over the land buying and selling process.

Here the residents should submit a breach of contract against their second wife, R.Ay Moenoto (Karmiasih), because here the seller has clearly not made his achievements to fulfill his promise if the residents have settled the land purchase payment and then the reverse process can be carried out. Default

¹⁴ Subekti, Hukum Perjanjian, Intermasa, 1998, Jakarta, hal 20.

(negligence or negligence) of a debtor can be in four types: 1). Not doing what is promised or done, 2). Carry out what was promised, but not as promised, 3). Doing what was promised but too late, 4). Doing something according to the agreement can't be done.

In reality it is difficult to determine when the debtor is said to not fulfill the engagement, because often when entering into an agreement the parties do not specify the time to carry out the agreement. Even in the engagement where the time to carry out the achievement was determined, the breach of the contract did not in itself. The easy thing to determine when the debtor does not fulfill the engagement is the engagement not to do something.¹⁵ In a lawsuit there is one or more people who "feel" that their rights or rights have been violated, but the person who "feels" violates their rights or the rights requested, does not want to voluntarily do something that is requested. To determine who is right and entitled, a legal decision is needed. Here the judge really functions as a judge who hears and decides who is spelled by those parties who are right and who is not right.¹⁶

From the analysis described above, R.Ay Moenoto (Karmiasih) as the seller fulfills the elements of default that is not doing what is agreed or done. The seller can not make his achievements, namely if the residents have paid off the sale and purchase of the Keputren land, then the citizens can sign the Deed of Sale and process the transfer of title certificate. As a result of not being able to fulfill the achievement by the seller, here the residents of Keputren land as the buyer experienced a lot of losses and here the citizens must get the compensation or the money paid by the residents must be returned by the seller, namely R.Ay Moenoto (Karmiasih).

D. Conclusion

From the research that has been done, it can be concluded:

- a) The Process of Transfer of Names at the Land Office, i.e. The submission of the application for transfer of names must be carried out no later than 7 (seven) working days from the signing of the deed. In accordance with Article 40 of Government Regulation No. 24 of 1997 concerning Land Registration which states that: "no later than 7 (seven) working days after the date of the deed is signed, the PPAT must submit the deed made together with the relevant documents to the Land Office for registered. "
- b) Obstacles in the Process of Transferring the Title of Land Rights Certificate through a Binding Agreement on Sale and Purchase, namely: a). Obstacles in the first case in the PPJB (Purchase Binding Agreement) there are no clauses regarding the process of transfer of name and no selling power, the seller is not found and the SKW file is lacking, b). Obstacles in the second case when buying and selling by the first owner to the second owner not stated in the sale and purchase agreement in writing and the first seller

¹⁵ Mariam Darus Badruzaman, *Kompilasi Hukum Perikatan*, Citra Aditya Bakti, Jakarta, 2001, hal 19.

¹⁶ Retnowulan Sutantio, *Hukum Acara Perdata dalam Teori dan Praktek*, Mandar Maju, Bandung, 2009, hal 10.

(Maridjo) was not found, 3). In the third case there was a dispute over ownership between the heirs and the buyers had no initiative to make a lawsuit, 4). Settlement Efforts in Overcoming Obstacles in the Reverse Process Name of Land Title Certificate Through Purchase Binding Agreement: 1). Efforts to resolve the first case bring the seller and request the determination of heirs, 2). Efforts to resolve the second case of the land owner must be present and the second land buyer should make a lawsuit,

- c) Efforts to resolve the case The three sellers made the Religious Court Fatwa Request and the residents were supposed to file a lawsuit.

References

- Adriani Sutedi, 2006, *Peralihan Hak Atas tanah dan Pendaftarannya*, Sinar Grafika, Jakarta.
- Badan Pusat Statistik Kabupaten Tulungagung dan Bappeda Kabupaten Tulungagung, Irawan Soerodjo, 2022, *Kepastian Hukum Hak Atas Tanah Di Indonesia*, Arkola, Surabaya
- Kabupaten Tulungagung dalam Angka Tulungagung Regency In figure 2012, Kitab Undang-Undang Hukum Perdat
- Mariam Darus Badruzaman, 2001, *Kompilasi Hukum Perikatan*, CitraAditya Bakti, Bandung
- Peraturan Pemerintah Republik Indonesia Nomor 24 Tahun 1997 Tentang Pendaftaran Tanah
- Retonowulan, 2009, *Hukum Acara Perdata dalam Teori dan Praktek*, Mandar Maju, Bandung
- Subekti, 1998, *Hukum Perjanjian*, Intermasa, Jakarta
- Subekti, 1995, *Aneka Perjanjian*, PT.Citra Aditya Bakti, Bandung
- Tulungagung, 2012 [bpn.go.id kab-tulungagung](http://bpn.go.id/kab-tulungagung), bpn.go.id
- Undang-Undang Nomor 5 Tahun 1960 Tentang Peraturan Dasar Pokok-Pokok Agraria Undang-Undang Nomor 3 Tahun 2006 Tentang Peradilan Agama.