

## LEGAL CONSEQUENCES OF SALE AND PURCHASE OBJECTS OF TESTAMENTARY GRANT

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### ABSTRACT

This writing was motivated by the Surabaya District Court Decision Number 1270/Pdt.G/2021/PN.Sby whose case was regarding the Deed of Sale and Purchase which the object of sale and purchase had been made as an object of a testamentary grant and had been included in the Testament Grant Deed Number 119. The implementation of the sale and purchase is carried out using a Power of Attorney to Sell where the Seller is an elderly woman who is 78 years old and suffers from memory impairment that also known as dementia, so the Seller does not remember that she had made a transaction buying and selling of land that has been given as a testamentary grant. The seller signs the Power of Attorney to Sell without the consent of her heirs and the sale and purchase was carried out without the knowledge of the seller's family. This writing was written using normative research methods by collecting legal materials regarding testamentary grants and linking Decision Number 1270/Pdt.G/2021/PN.Sby with applicable laws and regulations, and with literature studies in the form of articles that relating to testamentary grants. The conclusion that can be drawn from this research is that the panel of judges has been unwise in carrying out legal considerations in Decision Number 1270/Pdt.G/2021/PN.Sby and the Notary who made the Power of Attorney to Sell must apply the precautionary principle so there will be no dispute over the object of sale and purchase in the future

**Keywords:** *legal consequences, deed of sale and purchase, power of attorney to sell, testament grant deed, precautionary principle*

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### INTRODUCTION

Soil is a part of the Earth called the surface of the Earth. Land is one of the objects regulated by Agrarian Law (Rosdiana, Elmira, & Adhitama, 2018). The land regulated in the Agrarian Law is not Land in its various aspects, but land from its juridical aspect, which is directly related to the right to land which is part of the surface of the earth as stipulated in Article 4 (paragraph 1) of the UUPA, which reads "on the basis of the right to control from the state as stipulated in Article 2 it is determined that there are various rights over the surface of the Earth, so-called land which can be given to and can be owned by persons either alone or jointly with other persons and legal entities" (Arba, 2021).

Land problems in Indonesia cannot be separated from a legal event or legal act that occurs (Bedner & Arizona, 2019). All problems that arise are caused by parties who feel they have rights to land that are transferred as a result of a legal event that occurs such as inheritance or legal acts such as grants or buying and selling (Junaedi, Dikrurrohman, & Abdullah, 2023). In the transfer of land rights, land registration must be carried out to ensure legal certainty.

The rights attached to a land Grant of one's own will in the Civil Code are classified into a Will as a Special Will as stated in Article 957 of the Civil Code which states that (Sari, 2017):

"A testamentary grant is a special determination, whereby the testator gives to one or several persons certain goods, or all certain goods and kinds; for example, all movable or fixed goods, or the right of use of proceeds to some or all of their goods."

The transfer of a right to land due to a testamentary grant means that the holder of the land title has died resulting in inheritance. With the death of the holder of the title to the land, the beneficiary of the will will fully become the holder of the right to the land (Abdullah & Lala, 2020). Basically, a will grant is given by someone when a person is still alive, but the right to the object of the will grant will only transfer after he dies.

The inheritance itself will only occur after an heir dies as stated in the provisions in Article 830 of the Civil Code which states that: "Inheritance only takes place because of death".

Transfer of land rights can also occur due to legal acts such as buying and selling. Buying and selling is listed in Article 1457 of the Civil Code which says that (Thendean, 2017):

"A sale is an agreement by which one party binds himself to deliver a good and the other party to pay the promised price".

Land problems involving the transfer of land rights are a common problem that until now still often and widely occurs in society (Burns, Grant, Nettle, Brits, & Dalrymple, 2007). Such as the problem that will be discussed and examined by the author in writing this proposal, namely land problems that occur in the city of Surabaya related to the grant of wills whose objects are sold by the probate grantor in circumstances whose claims are not legally competent.

Mrs. Tinningrum Tjandra is a woman born in 1935. In 2000, when Mrs. Tinningrum Tjandra was 65 (sixty-five) years old, she had given a Will Grant to her granddaughter, Imelda Sanny Chandra who at that time was still 11 (eleven) years old for a piece of land and a house building with a Certificate of Ownership (SHM) in the name of Mrs. Tinningrum Tjandra. The Will Grant was made in Notarial Deed Number 119 dated June 23, 2000 before Drs. Atrino Leswara, S.H as Notary / PPAT domiciled in Jakarta.

Based on the Deed of Grant of Will, it is said that the object of the will grant can only be transferred/transferred/sold/pledged after Imelda Sanny Chandra as the beneficiary of the will is even 30 (thirty) years old (Siahaan & Djaja, 2023). In other words, when Imelda Sanny Chandra as the beneficiary of the will grant is 30 (thirty) years old, then she is entitled to take the object of the Will Grant.

The Deed of Grant of Wills made by Mrs. Tinningrum Tjandra gives a point stating that "And what I grant the will, can only be transferred/transferred/sold/pledged after my granddaughter named Imelda Sanny Chandra turns 30 (thirty) years old". While the concept of the Will Grant itself is the transfer of the object of the will grant from the testamentary grantor to the testamentary grantee when the testamentary grantor dies (Siahaan & Djaja, 2023).

Then in 2013, the object of the Will Grant was sold by Mrs. Tinningrum Tjandra as the Grant of the Will to Mrs. Koesoemo Dewi Raharjo without the knowledge of Imelda Sanny Chandra as the beneficiary of the will grant and without revocation or cancellation of the Deed of Will Grant. This sale and purchase is stated in the Deed of Sale and Purchase Number 193/2014 made before Maria Baroroh, S.H. as Notary and PPAT in the city of Surabaya.

However, upon Mrs. Tinningrum Tjandra's confession, she felt unaware and ignorant of the sale that occurred because suddenly Mrs. Koesoemo Dewi Raharjo invited Mrs. Tinningrum Tjandra to meet Notary and PPAT Maria Baroroh to make a Binding Sale and Purchase Agreement (PPJB) and Power of Sale.

And the Sale and Purchase process that occurred was also unknown to the family of Mrs. Tinningrum Tjandra, and the Sale and Purchase was agreed with a nominal value of Rp

200,000,000.00 (two hundred million rupiah) which the price was too low considering the object being traded was in the center of Surabaya with a value that should have ranged around Rp 500,000,000.00 (five hundred million rupiah).

Mrs. Tinningrum Tjandra then felt that Mrs. Koesoemo Dewi Raharjo took advantage of the situation and fooled Mrs. Tinningrum Tjandra who was 78 (seventy-eight) years old at the time, so that in 2020, Mrs. Tinningrum Tjandra represented by her lawyer filed a lawsuit against Mrs. Koesoemo Dewi Raharjo as Defendant I and Notary and PPAT Maria Baroroh as Defendant II in the Surabaya District Court hoping that the Sale and Purchase Deed could be canceled, but with Decision Number 595/Pdt.G/2020/PN. Sby stated that the Sale and Purchase Deed remains valid in the eyes of the law.

Mrs. Koesoemo Dewi Raharjo even said that it was Mrs. Tinningrum Tjandra who had bad intentions or with evil intentions because at the time of signing the Deed of Sale and Purchase, Mrs. Koesoemo Dewi Raharjo said that Mrs. Tinningrum Tjandra was conscious and she chose and appointed Notary and PPAT Maria Baroroh to realize the Sale-Purchase. Mrs. Koesoemo Dewi Raharjo also said that Mrs. Tinningrum Tjandra herself offered the house because at that time Mrs. Tinningrum Tjandra was in need of money.

In Decision Number 595/Pdt.G/2020/PN. The Sby also stated that Mrs. Tinningrum Tjandra submitted a certificate in 2009 from Doctor Suliman Purwoko, SP. S neurologist who explained that Mrs. Tinningrum Tjandra suffered from memory impairment or decreased thinking power or what is called Dementia. However, the license to practice from Doctor Suliman Purwoko, SP. The S was issued in 2012 so the proof of the certificate was ruled out.

In addition to the certificate issued by Doctor Suliman Purwoko, SP. There is also a certificate from Doctor Untung Kus Harianto, Sp.S in 2020 explaining that Mrs. Tinningrum Tjandra, who was 85 (eighty-five) years old at the time, had memory impairment.

However, the Sale and Purchase Deed Number 193/2014 with the Sale and Purchase Binding Agreement (PPJB) and Power to Sell it was carried out in 2013 while the certificate from Doctor Untung Kus Harianto, Sp.S was issued in 2020. The panel of judges considered that based on the evidence and witness statements, Mrs. Koesoemo Dewi Raharjo (Defendant I) and Notary PPAT Maria Baroroh (Defendant II) did not commit any unlawful acts as postulated by Mrs. Tinningrum Tjandra so that the Sale and Purchase Deed was considered to remain valid in the eyes of the law.

Then in late 2021, Mrs. Tinningrum Tjandra's granddaughter, Imelda Sanny Chandra, filed a lawsuit against her own grandmother, Mrs. Tinningrum Tjandra (Defendant I) and also to Mrs. Koesoemo Dewi Raharjo (Defendant II) and PPAT Notary Maria Baroroh (Defendant I).

The lawsuit filed by Imelda Sanny Chandra is because the object of the case has been made the object of a will grant in 2000 and has been stated in the form of a Will Grant Deed Number 119 dated June 23, 2000 made before Drs. Atrino Leswara, S.H as a Notary / PPAT domiciled in Jakarta but when Imelda Sanny Chandra was 30 years old, he even just got information that the object of the will grant had been sold by his grandmother, Mrs. Tinningrum Tjandra to Mrs. Koesoemo Dewi Raharjo before Notary and PPAT Maria Baroroh with Sale and Purchase Deed Number 193/2014. The sale and purchase continues even though the Deed of Will Grant Number 119 made before Drs. Atrino Leswara, S.H as a Notary / PPAT domiciled in Jakarta has not been revoked or canceled.

In Decision Number 1270/Pdt.G/2021/PN. The SBY also stated that in addition to forgery of the Sale and Purchase Binding Agreement (PPJB) and Power of Sale Number 52 made in 2013 and Sale and Purchase Deed Number 193/2014, Mrs. Koesoemo Dewi Raharjo (Defendant II) was strongly suspected of having committed the criminal act of embezzlement of money belonging to Mrs. Tinningrum Tjandra (Defendant I) and at that time the case had been reported and had risen to the stage of investigation.

However, because the lawsuit filed by Imelda Sanny Chandra is considered to contradict or overlap between *posita* and *petitum*, and also that the object of the dispute is obtained based on the grant of the will while Mrs. Tinningrum Tjandra as the grantor of the will is still alive, then in Decision Number 1270/Pdt.G/2021/PN. Sby stated that the Deed of Sale and Purchase carried out in 2014 remains valid and has legal force.

So based on the description of the background, the author is interested in conducting legal research with the title: "Legal Consequences of Sale and Purchase Objects of Testamentary Grant".

Based on the above problems, the research objectives to be achieved in writing this proposal are to examine vertical synchronization and horizontal coherence of legal rules, namely: To examine the case of a testamentary grantee who sued his own grandmother as the testamentary grantor who had sold the object of the testamentary grant during the life of the testamentary grantor. To analyze the factors that cause the plaintiff as the beneficiary of the will to file a lawsuit against his own grandmother as the grantor of the will

## **METHOD**

The approach used by the author is the Normative Approach Method (Normative Juridical), which is a process to find a rule of law, legal principles, and legal doctrines to answer the legal problems faced.

In this study, the research data is carried out qualitatively, namely on secondary data obtained through literature data sources that will be analyzed comprehensively and objectively based on existing data, and which have been obtained without going through the calculation of numbers in answering existing problems.

In this Legal research, the author uses a data collection method by conducting a document study or library research on legal materials, where the author collects sources in the form of files and documents related to the material discussed, and by collecting data through searching the internet.

Data analysis techniques emphasize making conclusions using deductive logic, meaning the method of drawing specific conclusions from specific statements and from general statements. The data analysis technique used by the author is qualitative, namely data analysis techniques using 3 (three) components in the form of:

- a. Data reduction, in the form of focusing and disposing of things that are not used at the time of data collection.
- b. Data presentation is a collection of information that allows conclusions to be drawn from the research conducted.
- c. Draw conclusions and verify the validity of the data to be tested for correctness

## **RESULTS AND DISCUSSION**

### **Legal Basis of Grant Arrangements Wills**

Probate grants are part of a will, but not a whole will because wills themselves are of two types, namely testamentary appointments and testamentary grants (Sawyer & Spero, 2015). A testamentary grant is a special testamentary determination because in a testamentary grant, because in the testamentary grant the Grantor of the Will explains specifically what items will be used as the object of the wills.

The execution in the testamentary grant itself is the same as the execution of the will, the testamentary grant is also made while the Probate Grantor is still alive, but the execution of the delivery of the object to which the testamentary grant is made when the Probate Grantor has passed away.

The grant of the will itself in the Civil Code is classified into a Will as a Special Will as stated in Article 957 of the Civil Code which states that:

"A testamentary grant is a special determination, whereby the testator gives to one or several persons certain goods, or all certain goods and kinds; for example, all movable or fixed goods, or the right of use of proceeds to some or all of their goods."

The determination of a testamentary grant is an inheritance that is generally most often found in a testamentary deed. This is because the heir may worry that his property will cause disputes between family members, so to facilitate the process of probate grants in this modern era, the role of a notary is needed.

Article 1 of Government Regulation Number 35 of 1997 concerning the Imposition of Duties on Acquisition of Land and Building Rights Due to Will Grants defines testamentary grants as follows:

"What is meant by a will grant is a special testamentary determination regarding the granting of rights to land and or buildings to certain natural persons or legal entities, which takes effect after the testamentary grantor dies".

A testamentary grant (*legaat*) is a special testamentary designation (*een bijzondere testamentaire beschikking*) that grants to one or more specific goods or all similar items, such as all movable or immovable property. A grant is irrevocable in principle, although there are exceptions that allow a grant to be revoked in certain circumstances. Conversely, a testamentary grant can be revoked or withdrawn at any time by the testator.

Probate grants in the formal sense are formed based on all official provisions that already have their own formula, while testamentary grants in the material sense in it include all gifts made based solely on generosity, it's just that not every testamentary grantor in the material sense means the grantor of a will in the formal sense, because as mentioned above that the will grant formally already has its own formula. For example, an act of granting a new will is categorized in a formal sense if the act has fulfilled the conditions specified in article 1666 of the Civil Code, namely free conditions that do not use payment. Here it can be categorized as a formal *schenking*.

Another case with a material testamentary grantor who is not bound by the provisions governing the formal grant of a will, for example someone sells his house at a very low price or someone who releases his debtor from his debt (Culp Jr, Hattenhauer, & Bennett Mellen, 2019). According to article 1666 of the Civil Code he does not make a gift, but in a broad sense he is said to give also. So a testamentary grant is one form of various life relations between human beings, which is clearly regulated in the Civil Code (Mariana & Djaja, 2023).

In principle, grants cannot be withdrawn (Article 1666 of the Civil Code), unless there are things that violate the provisions of the law, then the grant can be withdrawn or can also be asked for cancellation (Article 1688 Paragraph (2) of the Civil Code). Withdrawal or cancellation of grants can only be done for certain reasons on the legal basis of Article 1688 of the Civil Code, which is as follows::

1. Non-fulfillment of the conditions by which the grant has been made (Article 1688 Paragraph (1) of the Civil Code).
2. The grantee has been found guilty of a crime aimed at taking the life of the grantor (Article 1688 Paragraph (2) of the Civil Code).
3. The grantee refuses to provide alimony to the grantor, after the grantor falls into poverty or bankruptcy (Article 1688 Paragraph (3) of the Civil Code).

Based on the provisions in Article 992 of the Civil Code, the cancellation of a testamentary grant can also be done by making a special notarial deed containing the testator's statement about the revocation of the former will in whole or in part (Novita, Daulay, & Benni, 2020). Article 992 of the Civil Code reads:

“Without prejudice to the provisions of Section 934, each will either wholly, or in part, shall not be revoked, but by a later will, or by a special notarial deed, by which the testator expresses his will to revoke the will wholly or in part.”

Article 934 of the Civil Code in question reads:

“At any time the bequeathing person is allowed to ask for the return of his own written will, provided, for the responsibility of a notary, from the request that an authentic deed be made. With that return, the will itself written, should be considered revoked.”

Based on the provisions of the article, it can be concluded that the cancellation of the Deed of Grant of Wills Number 119 can be done by making a new Probate Grant Deed or by a notarial deed that specifically includes a statement that the testator revokes all or part of the will he has made.

Regarding the cancellation of a testamentary grant that has been made without revocation, in Article 996 of the Civil Code it is said that (Spaht, Lorio, Picou, & Swaim Jr, 1989):

“Every transfer of title to all or part of the goods which he has granted, let the transfer by the testator be made by the probate of the goods by the right of repurchase, or by way of exchange notwithstanding, any such act shall always result in the revocation of the grant of the will, against which it has been transferred or exchanged, unless this is then returned in the estate of the testator.”

Based on article 996 of the Civil Code, it can be said that if an item is granted but if by the grantor of the will before death then the item is sold or exchanged, then with the existence of the legal act it is considered that there has been a withdrawal of the will grant.

### **Case Position in Decision Number 1270/Pdt.G/2021/PN. Sby**

As already explained that the Deed of Grant of Wills Number 119 made by Mrs. Tinningrum Tjandra provides a point stating that: "And what I grant the will, can only be transferred/transferred/sold/pledged after my granddaughter named Imelda Sanny Chandra is even 30 (thirty) years old".

While the concept of the Will Grant itself is the transfer of the object of the will grant from the testamentary grantor to the testamentary grantee when the testamentary grantor dies. This is in accordance with Article 958 of the Civil Code which states that:

“All pure and unconditional testamentary grants, from the day of the testator's death, entitle the testamentary grantee (legislator) to claim the goods granted and the right passes to all his heirs or successors.”

In the event that a parent grants his property to the heir, then the property is considered part of the inheritance that he will receive when the testator has died (will). In the case of Mrs. Tinningrum Tjandra, she herself betrayed her land and building to Imelda Sanny Chandra who was her granddaughter, which means that Imelda Sanny Chandra was her heir with the status of heirs ab intestate first class, i.e. family in a straight line down.

The heirs of ab intestate itself are a class of heirs based on marital relations and blood relations. The principle of blood relations and marital relations is reflected in the provisions of Article 832 paragraph (1) of the Civil Code.

SHM No. 51/Situation Picture Tracker dated 6-12-1967 No. 454 in the name of Mrs. Tinningrum Tjandra, if the land is joint property, then at the death of her husband, the children of the marriage have the right to their father's share in the joint property (as heirs of the beneficiary of the inheritance from the father). So that the owner of the land is the mother and the heirs. In this case, it is also necessary to include a certificate of inheritance to prove who is entitled as the owner of the land and who must give approval to sell the land, as well as the consent of the heirs to the sale of the inheritance land, in the form of all other heirs must be present to give approval.

If the heir cannot appear before the Land Deed Making Officer (because it is outside the city), then the heir can make a Letter of Approval under the hands legalized by a local notary or a Letter of Approval in the form of a notary deed.

What needs to be noted is that although SHM No. 51/Situation Picture Marker dated 6-12-1967 No. 454 is in the name of Mrs. Tinningrum Tjandra, it does not automatically make the land belong to Mrs. Tinningrum Tjandra.

It is necessary to know in advance whether the land is the property of Mrs. Tinningrum Tjandra or during the marriage with her deceased husband, they made a prenuptial agreement. If indeed the land is inherited property or if indeed during the marriage of her deceased husband, they made a prenuptial agreement, then Mrs. Tinningrum Tjandra has the right to sell the land without the consent of her heirs because the land is not included in the joint property of which half must be distributed to the heirs at the time of her husband's death.

Regarding joint property and congenital property, it can be seen in Article 35 and Article 36 of Law Number 1 of 1974 concerning Marriage which reads (Sudarmanto, Isnaeni, & Prasetyawati, 2021):

Article 35

1. Property acquired during marriage becomes joint property.
2. The property of each husband and wife and the property acquired by each as a gift or inheritance, shall be under the control of each so long as the parties do not specify otherwise.

Article 36

1. Regarding joint property, the husband or wife can act on the agreement of both parties.

2. Regarding each other's property, husband and wife have the full right to take legal action regarding their property.

However, if the land is joint property, then at the time of the husband's death, the children of the marriage have the right to their father's share in the joint property as inheritance from the father, and this is stated in Article 832 of the Civil Code which reads:

"According to the law, the rightful heirs are the family, both legal and out-of-marital, and the spouse who lives the longest according to the following regulations.

If blood relatives and the longest-living husband or wife are absent, then all the property becomes the property of the state, which is obliged to pay off the debts of the deceased, so far as the price of the estate is sufficient for it."

If part of the land with SHM No. 51 in the name of Mrs. Tinningrum Tjandra is joint property, then if a sale of the land is to be made, then all heirs must be present to give consent. If one of the heirs cannot appear before the PPAT for some reason, then the heirs can make a Letter of Approval under the hands legalized by a local notary or make a Letter of Approval in the form of a notary deed. In this case, it is the duty and obligation of a PPAT to find out and investigate the object to be traded is joint property or not.

In addition, one of the requirements for doing legal acts is that a person must be legally capable. In the signing of the Deed of Sale and Purchase Binding and Power of Attorney to Sell Number 52 dated December 16, 2013, it is still unclear whether Notary and PPAT Maria Baroroh, S.H. knew or did not know that Mrs. Tinningrum Tjandra was a legal person or not.

At the time in court, based on Decision Number 595/Pdt.G/2020/PN. Sby, Mrs. Tinningrum Tjandra submitted evidence that she was not legally competent, namely with a Certificate dated November 14, 2009, namely a certificate from DR. Suliman Purwoko Clinic, Sp.S neurologist, which explained that Mrs. Tinningrum Tjandra, with Date of Birth: May 14, 1935 had conducted a medical examination, and the Certificate explained that the patient had memory impairment or decreased thinking power or also called Dementia.

However, the Panel of Judges after reading and examining the evidence of the Certificate which is a Certificate of DR. Suliman Purwoko., Sp.S with SIP: 503.446/0106/III/IP.DS/436.7.2/2012, which means that the license to practice DR. Suliman Purwoko., Sp.S was issued in 2012, but has conducted an examination and issued a certificate on November 14, 2009, so that by the Panel of Judges the evidence of this certificate was set aside.

Mrs. Tinningrum Tjandra then also submitted evidence in the form of a Certificate from another doctor, namely a Certificate from DR. Untung Kus Harianto, Sp.S, dated October 14, 2020 which basically explained that Mrs. Tinningrum Tjandra, 85 years old, did have memory problems.

However, in the lawsuit, Mrs. Tinningrum Tjandra as the plaintiff explained in essence that the sale and purchase transaction on a piece of land and house building with a Certificate of Ownership (SHM) No. 51 in the name of Mrs. Tinningrum Tjandra was carried out on Monday, December 16, 2013 while the doctor's certificate dated October 14, 2020 was considered before the existence of a Certificate from DR. Untung Kus Harianto, The Sp.S Mrs. Tinningrum Tjandra is legally capable to carry out a sale and purchase transaction on a piece of land and



house building with a Certificate of Ownership (SHM) No. 51 in the name of Mrs. Tinningrum Tjandra.

## **CONCLUSION**

Based on the results of research that has been conducted by the author by analyzing the problems that have been explained at the beginning of writing this thesis, the author can draw the following conclusions: Mrs. Tinningrum Tjandra made a Will Grant Deed Number 119 made dated June 23, 2000 before Drs. Atrino Leswara, S.H as a Notary / PPAT domiciled in Jakarta, by giving a point in the Will Grant Deed which states that "And what I grant The testament can only be transferred/transferred/sold/pledged after my granddaughter named Imelda Sanny Chandra is 30 (thirty) years old". However, when Imelda Sanny Chandra was 30 years old, she only received information that the object of the will grant had been sold by her grandmother, Mrs. Tinningrum Tjandra to Mrs. Koesoemo Dewi Raharjo before Notary and PPAT Maria Baroroh with Sale and Purchase Deed Number 193/2014. However, on Mrs. Tinningrum Tjandra's admission, she felt that she had never sold the object of the will grant so Mrs. Tinningrum Tjandra then sued Mrs. Koesoemo Dewi Raharjo with case No. 595/Pdt.G/2020/PN. Sby, whose judgment stated that it was legal to buy and sell the object of the dispute in question. Dissatisfied with the verdict, Imelda Sanny Chandra as her granddaughter then filed a lawsuit against her grandmother, Mrs. Tinningrum Tjandra and also Mrs. Koesoemo Dewi Raharjo with case No. 1270/Pdt.G/2021/PN. Sby. Deed of Grant of Will Number 119 made dated June 23, 2000 before Drs. Atrino Leswara, S.H as Notary / PPAT domiciled in Jakarta automatically becomes null and void because the object has been sold by the Grantor of the Will, Mrs. Tinningrum Tjandra to Mrs. Koesoemo Dewi Raharjo. This is valid considering that the Grant of Wills in the Civil Code (Burgerlijke Wetboek) is included in the Will, which in Article 996 of the Civil Code (Burgerlijke Wetboek) it is said that the Will automatically becomes revoked if there is a transfer of title to the property that has been granted by the grantor of the will. Deed of Sale and Purchase (AJB) Number 193/2014 signed by Mrs. Koesoemo Dewi Raharjo with Deed of Binding Sale and Purchase and Power of Sale Number 52 is considered legally valid if Mrs. Tinningrum Tjandra during the marriage with her deceased husband, no marriage agreement was made so that at the time of signing the Deed of Binding Sale and Purchase and Power of Sale, Mrs. Tinningrum Tjandra did not need the consent of her heirs, and also the Notary / PPAT has read the Deed of Binding Sale and Purchase and Power of Sale in front of Mrs. Tinningrum Tjandra as the Seller and Mrs. Koesoemo Dewi Raharjo as the buyer, as well as in front of witnesses, namely employees in the Notary's office which means that there is no element of coercion in signing the Deed of Sale and Purchase Binding and Power of Sale. In addition, because Mrs. Tinningrum Tjandra could not prove that she had memory impairment or decreased thinking power or what was called Dementia at the time of signing the Deed of Binding Sale and Purchase and Power of Sale Number 52, the Deed of Sale and Purchase (AJB) Number 193/2014 was considered valid.

However, if the land and building with Title Certificate (SHM) Number 51 in the name of Mrs. Tinningrum Tjandra is joint property, then the Deed of Sale and Purchase (AJB) Number 193/2014 signed by Mrs. Koesoemo Dewi Raharjo with the Deed of Binding Sale and Purchase and Power of Sale Number 52 is invalid because at the time of signing the Deed of Binding Sale and Purchase and Power of Sale Number 52, Mrs. Tinningrum Tjandra as the Seller was

not accompanied by her heirs nor with the consent of her heirs. In addition, because Mrs. Tinningrum Tjandra could not prove that she had memory impairment or decreased thinking power or what was called Dementia at the time of signing the Deed of Binding Sale and Purchase and Power of Sale Number 52, the Deed of Sale and Purchase (AJB) Number 193/2014 was considered valid.

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