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The Authority of Notaries in Drawing Up Inheritance Certificates Made Outside the Domicile of the Deceased for Land Registration

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ABSTRACT

An inheritance certificate is required for land registration under Article 111(1) of Ministerial Regulation of ATR/BPN No. 16 of 2021. Recent amendments authorize notaries to issue inheritance certificate deeds for all Indonesian citizens, regardless of population group, but only within the deceased's domicile jurisdiction at death. This study examines: (1) the scope of a notary's authority in drafting inheritance deeds for Indonesian citizens' land; and (2) legal implications of deeds made outside the deceased's jurisdiction. Using normative legal research with statutory, conceptual, and contextual approaches, data from literature reviews were analyzed juridically. Findings show: (1) Notaries' authority stems from Article 15 of Law No. 2 of 2014 on Notaries and Article 111(1) of ATR/BPN Regulation No. 16 of 2021, extending to all citizens beyond Chinese descent. (2) Deeds drafted outside jurisdiction are invalid for land registration, with notaries facing sanctions like warnings and administrative penalties.

KEYWORDS *Authority of Notary, agreement of Inheritance, Land Listed*

INTRODUCTION

In life, every human being passes through several significant phases, namely birth, marriage, and death (Agustina, Mahmud, Maulidia, Mahfud, & Fadli, 2025; Sokoy & Idris, 2025). When a person dies, issues may arise concerning what is left behind—whether in the form of one or more surviving relatives (heirs) or property and assets (inheritance). Such circumstances carry legal implications regarding the alienation of the deceased's estate to one or more surviving individuals (Donley, 2025; Kolakowski, 2025). This alienation of inheritance due to a person's death is governed by the Law of Inheritance.

Indonesian legal scholarship offers varying interpretations of inheritance law (Limbong, 2025). According to Wirjono Prodjodikoro, inheritance concerns the determination of whether, and in what manner, the array of rights and obligations associated with an individual's estate at the moment of their death are alienated to surviving parties (Azzumar Azza Akbar, Purba, & Sembiring, 2024; Indradewi, Achmad, & Sugianto, 2024). In contrast, Soepomo conceptualizes inheritance law as a body of legal provisions regulating the process through which both tangible assets and intangible rights are transmitted from one generation to its successors (Suryawan & Sara, 2024).

The Indonesian legal framework on inheritance is characterized by the coexistence of three principal systems, namely civil inheritance law, Islamic inheritance law, and customary inheritance law, each operating within distinct spheres of applicability: civil inheritance law governs individuals who are either non-Muslims or otherwise subject to the provisions of Western civil inheritance norms; Islamic inheritance law regulates the distribution of estates among Muslims; and customary inheritance law applies to members of indigenous

communities whose traditions dictate inheritance practices. Prior to the division of a decedent's estate among the heirs, it is a legal prerequisite to obtain an inheritance certificate, which functions as an official instrument affirming that the persons identified therein are, in law, the rightful beneficiaries of the deceased's assets (Calu, 2023; Tudose, 2023).

The inheritance certificate serves to verify the rightful heirs to the estate left by the deceased and to determine each heir's proportion of the inheritance (Santosa & Franciska, 2025). It holds significant importance in various matters, including the alienation of ownership on a land certificate, the withdrawal of inherited funds by a bank, and the processing of insurance claims. In the alienation of rights due to inheritance, an inheritance certificate is necessary to legally establish a person's status as a rightful heir, even though ownership is automatically alienated upon death (Bychkova, Bilianska, & Fedosieieva, 2021; Suryawan & Sara, 2024).

Regarding the Listed of Freehold or ownership of flats, Clause 111(1) of the Ordinance of the Minister of State for Agrarian Affairs/Head of the National Land Agency No 3 of 1997 requires that heirs or their authorized representatives submit an application accompanied by several essential documents. These include the Freehold certificate, the death certificate, and proof of heir status, which may take the form of a will, a court ruling, or an inheritance certificate confirmed by witnesses and endorsed by local authorities (Hapsari & Zulfah, 2025; SCOTT, 2025).

An inheritance certificate issued by a Notary for Indonesian citizens is executed in accordance with the functions and authorities conferred upon Notaries under the provisions of Law No 2 of 2014 concerning the Position of Notary, with particular reference to Clause 15, which expressly vests Notaries with the legal capacity to prepare authentic agreements encompassing all acts, agreements, and determinations required by statutory provisions and prevailing Ordinances (Sari, PP, Lumingkewas, & Mariani, 2025; Utarid, 2023). While the explicit authority of a Notary to prepare an inheritance agreement is absent from the textual provisions of the UUJN, the allowance contained in Clause 15 paragraph (3) affords scope for Notaries to exercise additional powers conferred by other statutory instruments and regulatory frameworks (Adi Akbar, Kumalasari, Saputra, Mahardika, & ugli Tukhtaev, 2025; Olaru, 2025). This interpretative latitude indicates that, notwithstanding the absence of an express provision in the UUJN, Notaries remain empowered to undertake the drafting of inheritance agreements, thereby ensuring a degree of functional flexibility in the execution of their mandate as public officials within the legal sphere (Bingyuan & Zhaoxun, 2025; Martins, 2025).

Consequently, the authority vested in a Notary to issue an inheritance certificate is expressly articulated in Article 111 letter c number 5 of the Regulation of the Minister of Agrarian and Spatial Planning/Head of the National Land Agency No. 16 of 2021, which serves as the Third Amendment to the Ordinance of the Minister of State for Agrarian Affairs/Head of the National Land Agency No 3 of 1997 regarding the provisions for the implementation of Government Ordinance No 24 of 1997 on Land Listed. The Ordinance provides that "Proof of heir status may be presented in the form of an inheritance agreement executed by a Notary domiciled within the jurisdiction of the heir's residence at the time of death." Before the enactment of this amendment, the competence of Notaries in issuing inheritance agreements was restricted exclusively to Indonesian citizens of Chinese descent; however, the revision eliminated such demographic distinctions, thereby enabling Notaries to issue inheritance

agreements for all Indonesian citizens irrespective of population classification. This expanded authority finds its legal basis in the attribution powers conferred under Clause 15 of the UUJN.

In practice, an inheritance agreement may be executed at any location where the Notary is based, provided that the heirs appear before the Notary to create the agreement . However, this becomes problematic when the inherited asset—such as Freehold or Title Agreements to flats—is situated in a different location from the heir's residence at the time of death. A legal question emerges as to whether an inheritance agreement challenged by a Notary who is not domiciled in the heir's place of residence can be accepted for the purpose of registering the alienation of Freehold or Ownership of Apartment Units at the local Land Office.

METHOD

This research employed a normative legal research method, focusing on the examination of a notary's authority in drafting deeds of inheritance for Indonesian citizens. The method was carried out through a comprehensive literature review encompassing relevant laws and regulations, which enabled the researcher to comprehend the prevailing legal framework.

The analytical approach incorporated two key aspects. The first was a statutory approach, which reviewed various regulations to ensure their coherence and alignment with one another. The second was a conceptual approach, which delved into relevant legal theories and doctrines to develop a more comprehensive understanding of the issues under study.

In this research, legal materials were classified into three categories. Primary legal materials comprised binding statutory stipulations, including Law No. 5 of 1960 on Basic Agrarian Principles and Law No. 2 of 2014 on the Notary Position. Secondary legal materials encompassed books, scholarly articles, and research findings that supported the legal analysis, whereas tertiary legal materials offered supplementary references, such as dictionaries.

The collection of these legal materials was conducted through an extensive literature review, in which all gathered sources were carefully selected, organized, and systematically analyzed. The analytical method applied adopted a descriptive and deductive approach, wherein the data was systematically arranged to address the identified problems, and the findings were presented logically to offer clear solutions to the legal issues under review. Accordingly, this research sought to deliver a thorough understanding of the scope of a notary's authority in the preparation of a deed of inheritance.

RESULT AND DISCUSSION

Notary Authority in Drafting agreements of Inheritance of Land for Indonesian Citizens

The issue of wealth inside of society constitutes one of the most crucial factors. The management of wealth within society constitutes a crucial factor, and disputes frequently arise due to insufficient understanding in managing such assets. In this context, wealth may take the form of a legal occurrence referred to as inheritance, wherein the distribution of assets follows the death of the heir, by the estate subsequently passing to the rightful beneficiaries.

In reality, determining the applicable inheritance law for a specific case and each heir's share of the inheritance is not straightforward. When an inheritance is undisputed, meaning all heirs cooperate and share the inheritance amicably by mutual comprehending in a familial setting, everything proceeds smoothly devoid of issues.

Nevertheless, if a sole heir refuses to divide the inheritance by the family, particularly if they seek to control the majority or entirety of the inheritance, disputes can easily arise by significant repercussions. If the case goes to court, whether the Religious Court or the District Court, resolving this inheritance case will take a considerable amount of time and incur substantial costs.

Essentially, inheritance law aims to govern the fair distribution of inheritance to heirs, preventing disputes during the distribution procedure. Therefore, inheritance law concerns the alienation of rights and obligations regarding a person's property upon their death to other living individuals.

The Indonesian inheritance law framework continues to embody a pluralistic character, as evidenced by the sustained applicability of Clause 163 and Clause 131 of the Indische Staatsregeling (IS) concerning the classification of population groups. This legal structure upholds the coexistence of three distinct systems of inheritance law across the nation: Islamic inheritance law, which governs Indonesian citizens adhering to Islam; Western or civil inheritance law, which is applicable to Indonesian citizens of Chinese or European descent; and customary inheritance law, which—having been practiced for generations, often in unwritten form yet firmly embedded within communal traditions—applies predominantly to the indigenous population of Indonesia.

Regarding this matter, the National Land Agency explains the procedure for creating land title certificates in inheritance distribution. Heirs are required to submit an application for registering the alienation of Freehold or Title Agreements for the flat unit to the National Land Agency, along with the following documents: 1) A land title certificate or a certificate of ownership for the flat unit listed under the heir’s name, or, if unlisted, proof of ownership as stipulated in Clause 24 of Government Ordinance No. 24 of 1997. 2) A death certificate in the name of the rights holder as stated in the relevant ownership certificate, obtained from the Village Head/Lurah of the heir’s place of residence at the time of death, or from a hospital, healthcare professional, or other authorized institution. 3) Evidence of the heir's identity. 4) A written power of attorney from the heir if the applicant for registering the alienation of rights is not the heir. 5) Evidence of the heirs' identity. 6) Evidence of payment of Land and Building Acquisition Duty (BPHTB) if the alienation is subject to BPHTB.

The legal provisions regulating the issuance of a certificate of proof of heirship in Indonesia, as set forth in Clause 111, paragraph (1), letter c of the Ordinance of the Minister of Agrarian and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia No. 16 of 2021—constituting the Third Amendment to the Ordinance of the State Minister for Agrarian Affairs/Head of the National Land Agency No. 3 of 1997 on the provisions for the implementation of Government Ordinance No. 24 of 1997 concerning Land Listed—prescribe that such proof of heirship may be embodied in the form of: 1) A will by the heir, 2) A court decision, 3) Appointment of judges/head of court, 4) A statement letter by the heirs, signed in the presence of two witnesses and acknowledged by the village head/lurah as well as the sub-district head of the heir’s place of residence at the time of death, 5) An agreement of inheritance challenged by a notary domiciled in the heir’s place of residence at the time of death, 6) An inheritance certificate challenged by the Heritage Center.

The procedure governing the issuance of inheritance statements, subsequent to the promulgation of Clause 111 of the Ordinance of the Minister of ATR/KBPN No 16 of 2021

concerning name changes arising from inheritance, amends the provisions of Clause 111 paragraph (1) letter (c) No 4 of the Ordinance of the Minister of ATR/KBPN No 3 of 1997 on Land Listed. By abolishing the population classification system in the process of issuing inheritance certificates, this amendment accords individuals the discretion to select whichever legal mechanism they consider most effective in safeguarding and securing their rights.

Under Ministerial Ordinance No 16 of 2021, several options are recognized for establishing proof of inheritance. These include the heir's will, a court decision, the appointment of judges or court chairpersons, a statement letter by the heirs witnessed by two individuals and acknowledged by the village head and sub-district head where the heir resided at the time of death, a agreement of inheritance challenged by a Notary domiciled in the heir's place of residence at the time of death, or a certificate of inheritance challenged by the Heritage Center. The selection of these options is not influenced by the heir's lineage or group affiliation.

Furthermore, inheritance confirmation may also be established through a court ruling or judicial determination. This stipulation is reflected in Clause 111 paragraph (1) letter c No 4 of the Ordinance of the Minister of State for Agrarian Affairs/Head of the National Land Agency No 3 of 1997, that stipulates that: "An application to register the alienation of Freehold or ownership of a flat unit may be submitted by the heirs or their authorized representatives, accompanied, among other documents, by proof of heirship, that may take the form of a will by the deceased, a court ruling, or a judge's determination".

The determination of heirs is a legal instrument challenged by the Court based on an application filed by the heirs, provided there is no dispute. This determination serves as valid proof needed to complete administrative procedurees, such as the sale, purchase, or alienation of rights. The Religious Court holds the authority to issue a fatwa or ruling on the distribution of the estate of a Muslim heir. For non-Muslims, however, the application is submitted to the District Court in accordance by Clause 833 of the Civil Code. This authority is grounded in Clause 49 letter b of Law No 3 of 2006, that amends Law No 7 of 1989 on Religious Courts.

However, concerning inheritance data in the form of a Judge's Determination, both the District Court and the Religious Court are essentially prohibited by issuing an inheritance determination or fatwa. This prohibition is in line by the stipulations of the Supreme Court Circular Letter No 26/TUADA-AG/III-UM/VII/1993.

Therefore, in matters of inheritance, the District Court and the Religious Court are authorized solely to examine and adjudicate inheritance cases in the context of disputes (contentious matters), not in cases involving applications for determination (voluntair). The Court's role and authority are limited to hearing and deciding inheritance disputes or lawsuits, identifying the rightful heirs, determining the distribution of the estate, and overseeing its division. The determination of heirs and the agreement of inheritance can be considered synonymous because both involve designating individuals entitled to inherit by deceased heirs. The difference is evident only in the creation of the inheritance certificate by the Notary in the form of an authentic agreement. The determination of inheritance is carried out by either a religious court or a district court.

The determination of heirs, whether challenged by the Court (Religious Court or District Court) or through a agreement of inheritance made by a Notary, is legally recognized. Therefore, for heirs who possess a agreement of inheritance created by a Notary, they no longer need to seek determination of heirs in Court. The systematic requirements for obtaining a

certificate of inheritance still adhere to the old Ordinances. However, concerning the location where the Notary's certificate of inheritance must be kept, it should be at the heir's residence at the time of death.

In accordance with their designation as state-authorized officials, Notaries are vested with the legal competence to draw up authentic agreements that serve as valid and binding evidence, including the authority—explicitly articulated in Clause 111 paragraph (1) letter c of the Ordinance of the Minister of Agrarian and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia No 16 of 2021, which constitutes the Third Amendment to the Ordinance of the Minister of State for Agrarian Affairs/Head of the National Land Agency No 3 of 1997 concerning the stipulations for the implementation of Government Ordinance No 24 of 1997 on Land Listed—to issue certificates of inheritance; moreover, as reinforced by the provisions of the Population Administration Law, Notaries hold an essential and irreplaceable role in the formal drafting and issuance of such inheritance certificates.

The notary's authority in drafting inheritance certificates for Indonesian citizens, as outlined in Clause 106 of Law No 23 of 2006—amended by Law No 24 of 2013 on Population Administration—explains that a agreement of inheritance serves as a document that provides the legal basis for heirs to perform legal actions concerning the estate left by the deceased. by the presence of a agreement of inheritance, the heirs can collectively take legal action concerning both management and ownership actions concerned to the inheritance.

The data of inheritance rights aims to establish the legal heir of the inheritance as per the law and determine the proportion or share of each heir in the opened inheritance. The data on inheritance rights is also called the Certificate of Inheritance Rights (SKHW), A Certificate of Inheritance (SKW) is an official document that verifies the individuals named inside of it as the legitimate heirs of a specific deceased person. The agreement of inheritance facilitates the alienation of the inherited property'sname to all heirs collectively.

The ownership actions in question are, for example: 1) Specifically for inherited assets in the form of land, an application may be submitted to the local Land Office, namely: a) Apply for the alienation of rights (name change) for land that is already listed and certified, or b) Apply for new rights (certificates) in names that have not been listed, such as girik land, former western rights land, or state land. 2) Heirs may hold or use the estate's assets as collateral for loans or to secure funds by other parties or creditors. 3) Conveying inherited property to another party—such as through sale, grant, relinquishment of rights, or other forms of rights alienation. 4) Changing the joint ownership status of heritage property to individual ownership for each heir by creating an agreement of division through the separation of heritage property before a notary.

The presence of a agreement of inheritance in the Listed procedure for alienationring Freehold is crucial, as it serves as legal proof confirming the legitimacy of the new rights holder. To examine the notary's authority in issuing a certificate of inheritance, it is essential to apply the theory of authority, that involves interpreting laws and Ordinances by relating them to other legal stipulations or the legal system as a whole. According to Philipus M. Hadjon, authority is derived by three sources: attribution, delegation, and mandate.

1) Attribution refers to the conferral of authority directly by the legislator to a government body, whether already existing or newly established. This implies that the authority is

inherently attached to the governmental body, intended specifically for the position and powers granted to that body.

2) Delegation is the alienation of authority by one governmental body to another. In this procedure, the authority originally held by the first party is passed on to the second party, making it the latter's responsibility to exercise. Once delegated, the authority is fully borne and accounted for by the recipient.
3) A mandate is understood as the assignment of authority to a subordinate, granting them the power to make decisions on behalf of the state administrative official who challenged the mandate. In a mandate, responsibility does not shift to the mandatee but remains by the mandator, as reveald by actions taken "on behalf of" the latter. Consequently, any legal consequences arising by a decision or decree challenged under the mandate are fully the responsibility of the mandator.

A Notary's authority does not originate by other governmental institutions but is granted directly by law. Accordingly, under the theory of authority, the powers vested in a Notary are classified as attribution. This attribution authority is derived by the Ordinance of the Minister of Agrarian and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia No 16 of 2021, that serves as the Third Amendment to the Ordinance of the Minister of State for Agrarian Affairs/Head of the National Land Agency No 3 of 1997 on the Implementation stipulations of Government Ordinance No 24 of 1997 concerning Land Listed, as well as by Law No 24 of 2013 on Population Administration and Law No 2 of 2014 amending Law No 30 of 2004 on the Position of Notary (UUJN).

Regarding the authority of Notaries regulated in Clause 15 of Law No 2 of 2014 concerning amendments to Law No 30 of 2004 concerning the Office of Notary, it states that:

1) A Notary's authority encompasses the preparation of authentic agreements covering all actions, agreements, or determinations needed by law and/or requested by interested parties to be set forth in authentic form. This authority also includes ensuring the certainty of the agreement's date, safeguarding the original agreement, and providing grosses, copies, and excerpts, provided that the preparation of such agreements has not been assigned or delegated to other officials or individuals as stipulated by law.
2) In addition to the authority described in paragraph (1), the Notary has other authority: a) Authenticate signatures and confirm the certainty of the date on a private document by recording it in a designated register, b) Register the letter under hand in a special book, c) Create a copy of the original letter under hand, ensuring it contains the exact content and order as written in the letter, d) Ensure the compatibility of the photocopy with the original letter, e) Offer legal counseling concerning agreement preparation, f) Draft agreements concerning land. Furthermore, Notaries also have the authority to make an auction minutes agreement. In addition to the powers explained in paragraphs (1) and (2), Notaries have other powers regulated in the Laws and Ordinances.

The legal basis serves as the foundation for preparing a agreement of inheritance, enabling Notaries to issue an Inheritance Certificate or Inheritance agreement applicable to all Indonesian citizens who require it. by the perspective of Clause 106 of Law No 23 of 2006, as amended by Law No 24 of 2013 on Population Administration, Notaries are authorized to prepare inheritance agreements devoid of regard to population classification. The authority of a Notary to issue an inheritance agreement for Indonesian citizens is grounded in the

stipulations of Clause 15 of the UUJN, ensuring that such inheritance certificates are made in the form of authentic agreements.

Given the significant importance of a agreement of inheritance, it must be prepared in the form prescribed by law—namely, as an authentic agreement—so that it complies by the stipulations of Clause 1870 of the Civil Code. This Clause stipulates that, for the parties concerned, their heirs, or those who acquire rights by them, an authentic agreement serves as perfect evidence of the matters it contains. Per Clause 1870 of the Civil Code, an authentic agreement offers conclusive evidence of its contents, particularly concerning its relation to the heirs in the authentic agreement of inheritance. Furthermore, it is concerned to authentic agreements in Clause 1868 of the Civil Code that an authentic agreement is a agreement made in the form determined by law by or in the presence of a public official authorized for it at the place where the agreement is made.

As per Iwan Soedirjo, three crucial elements must be met to satisfy the formal prerequisites of an authentic agreement: being in the form specified by the law, created by or in the presence of an authorized public official, and made at the designated location by a public official authorized for such agreements. The Notary's authority to produce an authentic agreement is additionally governed by the Ordinances in Clause 1868 of the Civil Code. The stipulations in Clause 1868 of the Civil Code, a agreement can be said to be an authentic agreement if it meets the following conditions:

1) A agreement is created by (door) or before (ten overstaan) a public official (openbare ambtenaren). The requirement that a agreement be made by or before a public official is established by law, specifically under Law No 2 of 2014 amending Law No 30 of 2004 on the Notary Profession. Clause 1 paragraph (1) of this law stipulates that a Notary is a public official authorized to draw up authentic agreements and exercise other powers as provided for under this legislation.

   Public officials here are defined as individuals tasked by creating authentic agreements that serve the public interest. These stipulations reveal that the qualification of a Notary as a public official is met as it is specifically regulated in a separate law. The qualification of Notaries as public officials is concerned to the authority of the Notary, according to the stipulations of Clause 15 paragraph (1) of Law No 2 of 2004 concerning Amendments to Law No 30 of 2004 concerning the Ordinance of the Notary Position that the Notary is authorized to make an authentic agreement,

   While creating these agreements, they are not utilized or restricted to officials or other individuals. Therefore, a public official is a role designated for individuals authorized by the law to create authentic agreements, and the Notary, as a public official, is granted the authority to create authentic agreements. Thus, in this case, it fulfills the conditions outlined in Clause 1868 of the Civil Code.
2) The agreement must be created in the form (vorm) specified by the Law (wettelikjevorm). The form (vorm) of the agreement created by a public official, known as an authentic agreement, must be defined by the Law. For inheritance agreements that have been made by Notaries, the form has never been regulated by law.

   The form of the inheritance certificate prepared by a Notary is specified in Clause 111 paragraph (1) letter c No 5 of the Ordinance of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia No 16 of 2021,

that constitutes the Third Amendment to the Ordinance of the State Minister of Agrarian Affairs/Head of the National Land Agency No 3 of 1997 on stipulations for the Implementation of Government Ordinance No 24 of 1997 concerning Land Listed, stating that it should be in the form of a agreement. However, there remain differing opinions regarding the exact form in that such an inheritance agreement should be prepared

3) The public official responsible for preparing a agreement must possess the proper authority to do so, whether such authority is determined by jurisdiction or by the time at that the agreement is executed. According to Tobing, a Notary's authority encompasses four key aspects, namely: a) The notary must be authorized in relation to the agreement they have executed. b) The notary must be authorized concerning the individuals benefiting by the agreement. c) The notary must be authorized by respect to the location where the agreement is executed. d) The notary must be authorized at the time of agreement execution.

Authentic agreements are classified into two types: partij agreements and relaas agreements. A partij agreement, or party agreement, is a document created before a Notary, meaning it is based on the statements or actions of the parties appearing before the Notary, that are then recorded and formalized by the Notary into a agreement. A relaas agreement, or official agreement, is a document prepared by a Notary in their capacity as a public official, containing an authentic account of events or occurrences personally observed, experienced, and witnessed by the Notary. An authentic agreement carries evidentiary strength or value, that can be broadly outlined as follows:

1. Outwardly, a agreement's ability to demonstrate its validity as an authentic instrument lies in its compliance by the formal requirements set by law. If, on its face, the agreement meets the prescribed legal criteria for an authentic agreement, it is deemed valid as such unless and until proven otherwise—that is, until evidence is presented revealing that it is not, in fact, authentic in its outward form.
2. Formality must ensure that an event or fact in the agreement was genuinely executed by a public official or attested by the involved parties at the specified time in the agreement, following the prescribed procedures.
3. Materially, certainty about the mystery of a agreement, data or statement poured/contained in the agreement must be considered correct.

A agreement produced by an official lacking the necessary authority, capability, or qualification is not deemed authentic; instead, it holds the status of a agreement under hand only if signed by the relevant parties. Clause 15 of Law No 2 of 2014, that amends Law No 30 of 2004 on the Notary Profession, defines the scope of a Notary's authority, establishing clear limits beyond that a Notary may not act. The authority to prepare a agreement of inheritance is part of the Notary's role as a legally empowered public official responsible for producing authentic legal instruments. The Notary's authority to prepare a certificate of inheritance is governed by Clause 111 paragraph (1) letter c No 5 of the Ordinance of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia No 16 of 2021, that constitutes the Third Amendment to the Ordinance of the State Minister of Agrarian Affairs/Head of the National Land Agency No 3 of 1997 on the stipulations for Implementing Government Ordinance No 24 of 1997 concerning Land Listed.

Therefore, the inheritance certificate agreement created by the Notary is an authentic document in accordance by Clause 1868 of the Civil Code. It serves as conclusive evidence as it is executed in the presence of an authorized official, specifically the Notary. An authentic agreement of inheritance offers irrefutable evidence of its contents. As long as the inheritance certificate remains valid and the agreements inside of it are in force, even if the parties have passed away, the heirs are still obligated to adhere to all the stipulations outlined in the inheritance certificate. Nevertheless, if the authenticity of the agreement is challenged, the party contesting it must substantiate the inaccuracies in the agreement of inheritance.

Legal Consequences of the agreement of Inheritance Certificate made by a Notary who is domiciled outside the heir's residence for Land Listed

The right to land granted by the state gives the right to own (Title Agreements) of state land to a person, namely a certain individual or legal entity established under Indonesian law. These Freehold encompass property rights, business usage rights, building usage rights, utilization rights, leasing rights, land clearances, revenue collection rights, and various temporary rights like pawn rights, profit-sharing business rights, passenger rights, and agricultural land lease rights. Concerning the diverse Freehold, it is feasible to alienation Title Agreements. This transition can happen due to legal events or actions. The alienation of Freehold by the previous holder to the new holder is legally executed in accordance by the relevant laws and Ordinances.

Basically, there are 2 (two) ways of alienationring Freehold, namely alienation and alienation. alienation refers to the procedure of alienationring Freehold devoid of any legal action initiated by the current Freehold holder. For instance, through inheritance resulting by someone's passing. alienationred refers to the alienation of Freehold through a legal act carried out by the respective right holder. For instance, this includes activities like buying,selling, exchanging, granting, and others. These legal acts must be conducted in the presence of a PPAT and using the agreement of the authorized official, who typically serves as a PPAT.

The alienation of Freehold constitutes a form of land Listed activity as stipulated in Clause 19 paragraph (2) of the Basic Agrarian Law (UUPA). When such alienation occurs as a result of inheritance, the land Listed procedure is considered part of land Listed maintenance. This is because the procedure involves updating both physical and juridical data to be recorded in land registers, land certificates, and other relevant records. The alienation of Freehold through inheritance always originates by the death of the Freehold holder. The deceased landowner is referred to as the heir. Inheritance is the procedure by that Title Agreements over an asset formerly belonging to the deceased are alienationred to their heirs, who are individuals designated or determined as beneficiaries.

When applying for the Listed of a alienation of Freehold due to inheritance at the local land office, specific requirements and supporting documents must be provided. This is intended to verify the accuracy of the Freehold holder’s data and to ensure that the legal basis for the alienation is valid and appropriate. In this way, it can be confirmed that the Freehold are alienationred to the rightful heirs entitled to such ownership. Clause 111 paragraph (1) of Ministerial Ordinance ATR/BPN No 16 of 2021 outlines the requirements for applying for the Listed of a alienation of Freehold. The documents that must be attached to such an application include the Freehold ownership certificate, the death certificate of the rights holder named on

the certificate, the heirs' proof of inheritance, a written power of attorney (if the application is submitted through an attorney rather than directly by the heirs), and valid identification of the respective heirs.

If, at the time of applying for Freehold Listed, there is an existing court decision or ruling, or a agreement concerning the distribution of inheritance, such decision, ruling, or agreement must be attached to the application. Therefore, in order to register the alienation of Freehold due to inheritance, the applicant must comply by the requirements set forth in Clause 111 of Ministerial Ordinance ATR/BPN No 16 of 2021.

One of the requirements for submitting an application for Listed of the alienation of Freehold that occurs due to the inheritance event is that a letter is needed that proves and reveals who the heirs are entitled to, this is regulated in the stipulations of Clause 111 paragraph (1) letter c of the Minister of Agriculture and Rural Development (ATR) / BPN No 16 of 2021. Under these stipulations, the heir's certificate may take various forms, including a will made by the deceased, a court ruling, an appointment by a judge or court chairman, a statement of inheritance challenged by the heirs and witnessed by two witnesses by acknowledgment by the village head and sub-district head where the heir resided at the time of death, a agreement of inheritance prepared by a Notary domiciled in the heir's place of residence at the time of death, or an inheritance certificate challenged by the Heritage Center.

The agreement of Inheritance by the Notary according to R. Soegondo Notodisoerjo is a agreement of data made by the Notary that contains stipulations for who according to the law is the legal heir of a deceased person. Similarly, the public refers to the inheritance certificate as the Inheritance Certificate. Prior to creating a Certificate of Inheritance, Notaries must request the heirs to submit an application and statement. One heir can submit this application and statement on behalf of all heirs through a power of attorney. This statement is recorded in an official document known as the Heir's Statement agreement. This agreement serves as evidence in case there are false statements made by witnesses or heirs at any point. False statements can lead to harm, by the individual providing inaccurate data being held accountable.

Following the Heir's Statement agreement, the Notary will create a agreement of Inheritance Statement based on the data provided by the heirs. The Notary will then verify the submitted documents for accuracy. The distinction among a statement agreement and a agreement of inheritance is in their content. The statement agreement solely identifies the rightful heir to the legacy. Conversely, the agreement of inheritance specifies the distribution of inheritance property among heirs according to the Civil Code. The Heir's Testimony agreement serves as the legal basis for asserting specific rights over property or material rights attached to the heir's estate. It is prepared to provide the public by clear and definitive data regarding who is entitled to the assets left by the deceased, encompassing both movable and immovable, as well as tangible and intangible, property. Movable assets may include vehicles, cash, deposits, gold, and stocks, while immovable assets may consist of land and buildings.

The agreement of inheritance plays a crucial role, particularly in applications for the alienation of Freehold by the deceased to the heirs. This agreement of Evidence of Inheritance serves as proof in any transaction involving the alienation of Freehold, the granting of new rights over land, the mortgaging of land, or borrowing money by Freehold as collateral. Such proof must be established through an agreement made by and before a Land agreement Official

(PPAT) arising by inheritance. Therefore, in the case of a alienation of Freehold due to inheritance, the agreement of Inheritance Certificate functions to guarantee legal certainty for the rightful heirs of the individual whose name appears on the Freehold ownership certificates.

Clause 111 paragraph (1) letter c of Ministerial Ordinance ATR/BPN No 16 of 2021 outlines several types of inheritance certificates that may be attached and used as the basis for applying for the Listed of an alienation of Freehold or ownership of apartment units. Among these stipulations is the requirement that an agreement of inheritance be challenged by a Notary whose office is in the heir's place of residence at the time of death. Upon closer scrutiny of these Ordinances, Ministerial Ordinance ATR/BPN No 16 of 2021 imposes particular conditions and restrictions on Notaries authorized to draft inheritance certificates—specifically, only those residing in the heir's place of residence are allowed to issue such certificates for the heirs.

The restriction on a Notary's authority to issue a agreement of inheritance certificate solely based on the heir's residence at the time of death is intended to expedite land Listed in cases of alienation in Freehold or Title Agreements to apartment units due to inheritance. This acceleration aims to make the Listed procedure more efficient and straightforward, thereby facilitating the Notary's work. By limiting jurisdiction, the Notary can focus on verifying the accuracy of data or data provided by the heirs through local agencies at the village, sub-district, and district levels. In practice, delays in registering the alienation of Freehold or ownership of apartment units often occur due to objections or inheritance disputes.

The restrictions or requirements imposed by the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN) through Clause 111 of Ministerial Ordinance ATR/BPN No 16 of 2021 raise questions regarding their implementation, as Notaries fall under the jurisdiction of the Ministry of Law and Human Rights, not the Ministry of ATR/BPN. It is well known that the ATR/BPN Ministerial Ordinance primarily governs the authority of Land agreement Officials (PPAT).

Furthermore, the law grants a Notary authority covering the entire province in that they reside. However, Clause 111 paragraph (1) letter c of Ministerial Ordinance No 16 of 2021 challenged by the Ministry of Agrarian Affairs and Spatial Planning stipulates that a Notary may only issue a certificate of inheritance if their place of office coincides by the heir's place of residence at the time of death, even though issuing such a certificate is inherently inside of the Notary's authority. Although Notaries fall under the authority of the Ministry of Law and Human Rights and are governed by the UUJN, in matters concerning the alienation of Freehold—that involve land and land Listed—the applicable stipulations are those established by the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN), specifically Ministerial Ordinance ATR/BPN No 16 of 2021.

Therefore, in preparing a agreement of inheritance concerned to the alienation of Freehold, a Notary must adhere to the stipulations set by the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN), that stipulate that only a Notary domiciled in the heir's place of residence at the time of death is authorized to issue such a agreement. Failure to comply by these stipulations when drafting the agreement of inheritance will inevitably result in specific legal consequences.

If, at the time of applying for Listed of the alienation of Freehold due to inheritance, the requirements set by the Ministry of Agrarian Affairs and Spatial Planning/National Land

Agency (ATR/BPN) are not met—specifically when the agreement of inheritance challenged by a Notary does not comply by the Ministry's stipulations—the alienation procedure will inevitably be hindered. The local land office will reject the application for alienation because the inheritance documents fail to meet the completeness requirements stipulated in Clause 111 paragraph (1) of Ministerial Ordinance ATR/BPN No 16 of 2021. Consequently, the alienation procedure cannot proceed and must first be rectified before it can continue.

If a agreement of inheritance prepared by a Notary does not comply by the positional requirements set by the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN), it cannot be used as the basis for an application to alienation Freehold due to inheritance. Even if it is attached, such a agreement of inheritance remains invalid for the purpose of procedureing the alienation of Freehold arising by inheritance. The outcome is that the certificate representing the product cannot be alienationred to Freehold; in other words, it cannot alienation ownership to the heirs of the heir. This situation will undoubtedly harm the heirs because the inheritance certificate agreement previously notarized cannot serve as the foundation for a Freehold alienation application.

If, in practice, the applicants fail to comply by the applicable laws and Ordinances, then, interpreted a contrary, they are deemed to have violated the law. Consequently, such violations inevitably carry legal consequences that the offenders must bear. In the context of alienation in Freehold through inheritance, the matters addressed in this issue fall inside of the scope of government administration. If, at the time of applying for Listed of the alienation, the applicants use a agreement of inheritance challenged by a Notary devoid of complying by the requirements set by the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN), then, interpreted a contrary, it means the applicants have failed to adhere to the stipulations established by the Ministry.

As a result, the application for Listed of the alienation of Freehold cannot be properly processed. The legal implication is that ownership of the land cannot be alienated, as the applicant failed to duly fulfill the needed conditions at the time the application was submitted. Consequently, the alienation of Freehold cannot proceed. To continue the procedure, the deficiencies in the needed documentation must first be rectified in accordance by the applicable Ordinances. Once corrected, the revised documents may be resubmitted along by an application for the Listed of the alienation of Freehold due to re-inheritance.

Clause 111 paragraph (1) of the Ordinance of the Minister of Agrarian Affairs and Spatial Planning/National Land Agency No 16 of 2021 has the effect of preventing Notaries by fully exercising their duties, authority, and adherence to the code of ethics when it conflicts by the location of the heir's residence at the time of death. Moreover, this stipulation contradicts the Law on the Position of Notary, that governs the Notary's role and authority. Legally, this stipulation is improper because, under the UUJN, a Notary's authority extends throughout the province. Furthermore, pursuant to Law No 12 of 2011 on the Formation of Laws and Ordinances, a law may only be amended by another law, not by a ministerial Ordinance. This means that the Ordinance of the Minister of Agrarian Affairs and Spatial Planning is inappropriate, as it imposes limitations on who may issue a Certificate of Inheritance.

Rules limiting Notary authority should not be set by ministerial Ordinances, as the authority and restrictions of Notaries are governed by the UUJN. Therefore, when heirs who passed away were not in the Notary's location and wanted to declare inheritance in a different

place where the Notary was not based, it compelled the Notary to decline creating an authentic agreement, despite the Law granting the Notary authority in a provincial jurisdiction. The clause and segment addressing the Ministerial Ordinance of ATR/BPN do not mention the UUJN and UUJNP, hence it does not serve as the authority basis for restricting the Notary's authority in issuing a certificate of inheritance.

The Notary's authority to draw up an authentic agreement, as outlined in Clause 1868 of the Civil Code in conjunction by Clause 15 paragraph (1) of the amended Notary Law (UUJN), is founded on two main grounds, namely: a) The authority to execute such agreements is not exclusive to other officials designated by laws and Ordinances. b) The authority of a notary is determined by the location where the agreement is executed.

These two factors are also decisive in classifying a agreement as an authentic agreement. Clause 17 paragraph (1) letter a of the Revised Law stipulates that "Notaries are prohibited by performing their duties outside their territorial jurisdiction," while Clause 18 paragraph (2) defines the Notary's jurisdiction as covering the entire province in that they reside. In the context of issuing a agreement of inheritance certificate for the Listed of the alienation of Freehold or Title Agreements to a flat, specific stipulations apply—namely, Clause 111 paragraph (1) letter c No 5 of the Ordinance of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency No 16 of 2021—that grants authority to the Notary domiciled in the heir's place of residence at the time of death.

A agreement executed by a Notary possesses full legal force. In carrying out their duties, the Notary may be held accountable for any errors or negligence committed in the course of their official functions. However, the Notary bears no responsibility for the substantive content of the agreement made before them. The Notary's responsibility is limited solely to the formal aspects of the authentic agreement as prescribed by law. They are not liable for any negligence concerned to the substance or content of the agreement made before them, but are accountable only for ensuring the agreement's formal compliance by legal requirements.

Habib Adjie stated that one legal consequence of a notarial agreement is its nullification, whereby the agreement is deemed to have only the evidentiary value of a private agreement. This situation arises when the legal act it records fails to meet the requirements set forth in applicable laws or contravenes morality or public order.

The factors that can cause an agreement to be canceled are as follows: 1) Errors in the procedure of making agreements that do not comply with the law, 2) A typo on the copy of the Notary agreement, 3) An error in the form of the Notary agreement, 4) An error in the content of the Notary agreement, and 5) Notaries committing unlawful acts in making agreements. If a notary creates a agreement of inheritance certificate for registering the alienation of Freehold or Title Agreements to a flat unit that does not comply by the relevant legal Ordinances, specifically Clause 111 paragraph (1) letter c No 5 of Minister of ATR/Head of BPN No 16 of 2021, the notary's action is unauthorized based on the location of agreement execution.

As a legal consequence of producing an authentic agreement that fails to meet the obligations stipulated for a Notary under Law No 2 of 2014 concerning the Position of Notary, the Notary is subject to the following sanctions:

a) Civil sanctions may take the form of cost reimbursement and compensation, that the Notary is obliged to provide if, upon the witnesses' claim, the agreement in question is deemed to have only the evidentiary value of a private agreement or is declared null and void. A

agreement deemed null and void by operation of law is regarded as if it never existed. Consequently, a document that has never been legally created cannot serve as a basis for any claim seeking reimbursement of expenses or compensation.

b) Administrative sanctions encompass various measures, including verbal warnings, written warnings, temporary suspension, dismissal by honor, and dismissal devoid of honor. The enforcement of these sanctions against Notaries is carried out under the authority of the supervisory assembly, that serves as the oversight body responsible for ensuring compliance by professional standards and Ordinances.

A Notary agreement declared null or void by law still holds evidential power as a agreement under hand, resulting by non-compliance by legally determined conditions, devoid of requiring specific legal action by the involved party. Notaries who create agreements outside their jurisdiction will face sanctions such as verbal reprimands, written reprimands, administrative penalties, temporary dismissal, or even permanent dismissal, especially if the error is severe and violates Ordinances, including disrespectful dismissal.

CONCLUSION

This research concluded that notaries possessed authority to prepare inheritance agreements or certificates for land located within the jurisdiction where the deceased passed away, as stipulated by Ministerial Regulation No. 16 of 2021 (PMA No. 16/2021), the third amendment to Regulation No. 3 of 1997 implementing Government Regulation No. 24/1997 on Land Registration. These documents served as legal proof of rightful heirs, with prior restrictions limiting issuance to Indonesian citizens of Chinese descent now abolished, extending authority to all citizens regardless of demographic category. However, certificates prepared by notaries not domiciled in the relevant regency or city were invalid, failing PMA No. 16/2021 compliance, and thus unacceptable for land registration, imposing domicile restrictions unlike notaries' broader provincial authority and risking administrative sanctions like reprimands. Future research could empirically examine enforcement of these sanctions and explore legislative reforms for inter-jurisdictional notary flexibility to enhance legal efficiency.

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