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**Analysis of the Implementation of Syariah Home Ownership
Credit (KPR) Financing With the Murabahah Agreement at Bank
Syariah Indonesia KCP Medan Juanda**

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ABSTRACT

Sharia mortgage shows that sharia banking is currently developing very well. In general, sharia banks are institutions that function to receive and distribute community funds but with sharia principles. In receiving or distributing financing to the community, there are many contracts used in sharia banks. Such as mudharabah, wadiah, murabahah, etc. However, for the distribution of financing to the community, sharia banks generally use the murabahah sale and purchase contract. This study aims to determine the application of the murabahah contract in sharia mortgage financing at Bank Syariah Indonesia Kcp Medan Juanda on Jl. l. Ir. H. Juanda No.3a, Ps. Merah Bar., Kec. Medan City. To determine the application of the contract in accordance with the fatwa of the National Sharia Council of the Indonesian Ulema Council. This type of research uses a qualitative descriptive method and in collecting data, this type of research uses a case study approach. The data analysis techniques used are data reduction, data presentation and drawing conclusions. The data validity test used in this study is the credibility test. The results of this study indicate that; The risks that occur at Bank Syariah Indonesia KCP Medan Juanda in financing Sharia KPR using the murabahah contract are financing risk, operational risk, market risk and liquidity risk caused by events originating from internal (Bank Syariah Indonesia KCP Medan Juanda Mada) and external banks (customers and markets). The implementation of risk management at Bank Syariah Indonesia KCP Medan Juanda is carried out by identifying risks, measuring risks using the 5C Credit Analysis method, monitoring risks, and controlling risks. In addition, these regulations are in accordance with the Company's Internal SOP and the regulations of the Financial Services Authority.

Murabahah, Mortgage.

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INTRODUCTION

Talking about basic human needs, namely food, clothing and shelter are the most important needs in living life. A decent life involves the fulfillment of these three basic needs, as the minimum needs of human life. According

to(Abraham H. Maslow, 2019:370) Humans are motivated to fulfill their life needs. These needs have levels or hierarchies, starting from the lowest (basic/physiological) to the highest (self-actualization). Maslow's hierarchy of needs states that humans have 5 types of needs.

The concept of needs in Islam is determined by *maslahah*. The discussion of the concept of needs in Islam is closely related to the objectives of *sharia*, namely regarding the achievement of human welfare. *Maslahah* will only be obtained when Islamic principles and values are jointly applied in economic behavior. Blessings will appear when in economic consumption activities are accompanied by good intentions and deeds such as helping others, acting fairly and so on.

According to(Syafii Muhammad Antonio, 2019:270), *maslahah* is divided into three, namely: *Dharuriyyah* Needs, *Hajiyah* Needs, *Tahsiniyah* Needs. In the discussion above, there are similarities and differences in the concept of needs according to Abraham Maslow with the Islamic theory of needs by Syafii, the similarities are like physiological needs regarding human efforts to maintain life such as eating, resting and the need for a sense of security such as shelter and threats that affect the condition of the soul in his life. However, in the Islamic perspective, the difference lies in *maslahah*, the concept of needs in Islam is closely related to the goals of *sharia*, namely regarding the achievement of human welfare and efforts to obey Allah.

The increasing population has given rise to urban movements in urban areas. Urbanization occurs due to lack of access to jobs, in order to meet the needs of each individual. Urbanization is a logical consequence of industrial-based development adopted by developing countries in the world including Indonesia which has caused changes in the structure of the urban economy. In the next phase this raises many problems related to housing and residences. The uncontrolled level of quality of life of urbanites, gives rise to the phenomenon of illegal housing in urban areas, due to the high cost of living, and the high cost of building a house.

Talking about houses, houses are a basic human need. As a primary human need, houses are in demand by many people. However, the soaring price of houses means that few people can afford to buy a house in cash, so buying in installments or renting is the chosen alternative. There are many ways that people can take to meet their basic housing needs. This is where banks appear to bridge the interests of home buyers and sellers by offering home ownership credit (KPR) facilities. However, it is a dilemma for Muslims for KPR which generally currently applies an interest system, which Muslims believe is usury.

The Al-Quran and Hadith are guidelines for Muslims in living every aspect of life, as well as Muamalah must comply with the guidelines of the Al-Quran and Hadith. The following is the basis of sharia regarding muamalah and usury based on the Al-Quran and Hadith:

According to the interpretation of Ibn Kathir, those who consume their usury will not be able to stand up from their graves on the Day of Resurrection except like the standing of a madman when he is raging and possessed by Satan. That is, they stand in an unnatural position.

In Hadith HR. al-Baihaqi Rasulullah sallallaahu 'alaihi wasallam said:

عَنْ أَبِي سَعِيدٍ الْخُدْرِيِّ يَقُولُ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: إِنَّمَا الْبَيْعُ عَنْ تَرَاضٍ

From Abu Sa'id Al-Khudri, the Messenger of Allah SAW said, "Indeed, buying and selling must be done with mutual consent.(Narrated by al-Bayhaqi)

This principle is based on consent which shows that all forms of transactions carried out based on mutual consent are permitted as long as there is no prohibition from Allah and His Messenger, however if it is contrary to the prohibition from Allah and His Messenger even though it is carried out based on mutual consent then it is clearly prohibited.

The interest system applied in home ownership credit in conventional banks is clearly a usurious transaction which is prohibited for Muslims to transact. However, the emergence of Islamic banking is a breath of fresh air for Muslims who need facilities from banks that are free of usury. Islamic banking is now widely known and is growing. Islamic banking is a form of banking and financing that seeks to provide services to customers free of interest.

Based on the Sharia Banking Statistics data from PT. Bank Syariah Indonesia, it can be seen in the following table 1.2:

Table 1. Islamic Banking Statistics

No	Outstanding Sharia mortgage (in trillion rupiah)
1	Rp. 48.6 trillion
2	Rp. 41.6 trillion

Source: Islamic Banking Statistics, 2024

From the data, the increase in outstanding sharia mortgages shows that sharia banking is currently developing very well. In general, sharia banks are institutions that function to receive and distribute community funds but with sharia principles. In receiving or distributing financing to the community, there are many contracts used in sharia banks."Ah. Such as mudharabah, wadiah,

murabahah, etc. However, for the distribution of financing to the community, Islamic banks generally use the murabahah sale and purchase agreement.

Implementation of the sale and purchase agreement is one of the ways taken by Islamic banks in order to channel funds to the community. Banking agreements based on the sale and purchase agreement are murabahah, salam, and istishna.(Financial Services Authority/Sharia.)Until the end of September 2023, it can be seen in table 1.3 below:

Table 2. Total Assets

No	(in trillion rupiah)		
	Year	Bank	Asset
1	2023	Islamic Bank	Rp. 319.85
2	2023	Conventional Bank	Rp. 811.96

Source: Financial Services Authority, 2023

This shows that some Indonesian people, the majority of whom are Muslim, still do not use Islamic banks.

Murabahah is a masdar of the word rabahayurabihu-murabahatan which means profit or advantage. In terminology, in the book Tuhfah al Fuqaha "It is stated that Murabahah sale and purchase is the ownership of the object of sale and purchase by selling and buying while providing a replacement amount with the initial price and additional profit or gain. In Al-mu "the Islamic holy hour" *Murabahah* interpreted as a form of buying and selling with additional (profit) from the basic price,(Abdul Rasyid, 2020:21).

Linguistically, Murabahah comes from the word ribh which means growth and development in commerce. The business carried out experienced development and growth.

Murabahah is defined as the sale and purchase of goods at the original price with an additional agreed profit, where the seller must inform the basic price he bought and determine a level of profit (margin) as an additional required by his customer by buying the goods from the supplier of goods and then selling them to the customer by adding a mark-up or profit. From the several definitions above, it can be concluded that Murabahah is a sale and purchase transaction by adding a price from the basic price where in the process the seller must state the selling price and the profit obtained honestly to the buyer and the buyer agrees to this,(Mohammad Ghozali, 2022:22)

(Heykal Mohammad, 2019:38) Home ownership credit (KPR) facility is one form of consumer credit which is also known as "Housing loan". The provision of Home Ownership Credit (KPR) is for consumers who need shelter, used for personal, family and household interests, is not intended for

commercial purposes and does not have any added value for goods and services in the community.

RESEARCH METHOD

The type of data used in this study is qualitative data which is used as a reference during the research process. The research method used by the researcher is qualitative data. According to (Sugiyono, 2020:178) Qualitative research method is a research method used to research the natural conditions of objects, where the researcher is the key instrument, data collection techniques are carried out by triangulation (combination), data analysis is inductive, and qualitative research results emphasize meaning rather than generalization. The data in this study include data

- Primary Data
- Secondary Data

The subjects in this study were 40 customers. The object or thing that became the target of the researcher was 8 employees of PT Bank Syariah Indonesia. Bank Syariah Indonesia Kcp Medan Juanda on Jl.l. Ir. H. Juanda No.3a, Ps. Merah Bar., Medan City District, Medan City, North Sumatra, North Sumatra 20217.

Data Analysis Techniques

According to Moleong, data analysis is the process of organizing and sorting data into patterns, categories and basic descriptive units so that themes can be found and working hypotheses can be formulated as suggested by the data.

Data analysis is carried out in a process, the process means that its implementation has started since data collection and is carried out intensively, analyzing data requires the effort of focusing attention and directing the physical and mental energy of the researcher and besides analyzing data, the researcher also studies the literature in order to confirm or justify new theories that may be discovered.

For data analysis in research is done since before entering, during in the field, and after completion in the field. "In qualitative research, data analysis is more focused during the process in the field together with the data collection process and than after completion of data collection". (Sugiyono, 2019:320). Based on the above understanding, it can be concluded that data analysis is the process of systematically searching and compiling data obtained from interview results, field notes and documentation by organizing data into categories, describing them into units, arranging them into patterns, choosing what is

important and will be studied, and making conclusions so that they are easily understood by oneself and others.

Data analysis techniques will depend on the type and purpose of qualitative research.(Sugiyono, 2019:348). The objectives of qualitative research include:

1. Finding potential and problems.
2. Understand the meaning and uniqueness of the object being studied.
3. Understanding social processes or interactions.
4. Understanding other people's feelings.
5. Constructing phenomena.
6. Finding a hypothesis.
7. Ensure data accuracy.
8. Examining the history of development.

The data analysis method used in analyzing the data obtained is the qualitative descriptive analysis method. The study uses a qualitative descriptive analysis method, namely a method of discussing problems that are descriptive and explain data or conditions in such a way that conclusions can be drawn to achieve the desired goals, by first collecting existing data, then classifying, analyzing, then presenting it so that it can provide a clear picture of the conditions being studied.

After the data obtained is collected through interviews and documentation, as well as information and descriptions found in this study will become data that is then analyzed using descriptive methods. To be clearer in detail the data analysis process can be described as follows:

1. Data storage

The data analysis process begins with collecting and reviewing all data through various observation techniques, interviews, personal documents, official documents, images and so on. In this case, researchers must understand the data that has been collected from various data sources.

In the data collection process, the results of the data conducted by researchers originating from external data, namely information from books, articles, official documents and others, will then be collected with data from interviews in the field that researchers can obtain. This is the initial step for researchers to conduct data analysis.

2. Data reduction

Given that the data obtained in the field is very complex, still rough and not systematic, researchers need to conduct analysis by reducing data. Data reduction means making a summary, choosing a theme, creating certain categories so that they have meaning. Data reduction is a form of analysis to

sharpen, select, focus, discard and organize data towards drawing conclusions. Through the data reduction process, relevant data will be arranged and systematized into certain patterns and categories, while unused data is discarded. From the data that has been collected, the researcher then reduces the data by looking at and selecting the related data, the researcher simplifies the data that has been collected. The researcher does this in order to produce core data that will be displayed in the data presentation.

3. Display data

Data display is the process of presenting data after data reduction, data presentation in qualitative research is done in the form of summaries, charts, relationships between categories. In addition, data presentation can also be done in the form of tables, graphs, charts and so on. In this case, researchers analyze data with qualitative methods and then connect the data with theory. After the data is collected and then data reduction is carried out, the researcher can display the research results clearly, the researcher can also display and explain the relationship between data obtained from outside or theory with the data results that the researcher obtains in the field.

4. Conclusion or Verification

The step after presenting the data is drawing conclusions from the verification data. In qualitative research, the initial conclusions drawn are still temporary, so they can change at any time if they are not supported by strong evidence. But if the conclusions that have been drawn are credible.

The conclusion of the research results must be able to provide answers to the formulation of the problem proposed. In addition to providing answers to the formulation of the problem, the conclusion must also produce new findings in the field of science that have never existed before. Findings can be a description of an object or phenomenon that was previously still vague, after being studied it becomes clearer, data in the form of hypotheses or even new theories.

From the data results that researchers have been able to display and explain, here researchers have been able to provide conclusions from the research results. The conclusion here is the answer to the formulation of the problem, namely the application of the murabahah contract to Sharia KPR financing based on the fatwa of the National Sharia Council of the Indonesian Ulema Council. Here researchers, in addition to providing conclusions from the research results, also provide hypotheses or even new theories after conducting research in the field.

RESULT AND DISCUSSION

Research result

The results of this study come from the results of direct interviews conducted by researchers with Mr. Fachrur Razi as Consumer Banking Relationship Manager of PT Bank Syariah Indonesia KCP Medan Juanda and Mrs. Lisna Sari Siregar as Admin Micro Powning Staff of PT Bank Syariah Indonesia KCP Medan Juanda Mada. The interviews were conducted by researchers on August 6, 2024 and August 13, 2024. The following are the results of the research conducted by researchers:

Murabahah Contract Mechanism for Sharia Mortgage Financing at Bank Syariah Indonesia KCP Medan Juanda

Based on the results of the author's interview with Mr. Reza as Accounting Officer, "murabahah agreement in BSI KPR products is used for the needs of customers who want to buy a house, refinancing (renewal) or take over (takeover). Most customers use murabahah agreement in purchasing BSI KPR because the margin is agreed upon by both parties and the financing can be paid in installments, making it easier for customers to buy KPR products.

The murabahah contract in the BSI KCP Juanda mortgage product really helps its customers in owning a house at an affordable cost because the profit margin is agreed upon by both parties and customers can pay off their financing in installments according to the agreement between the bank and the customer.

The results of the author's interview with Mr. Reza as the Accounting Officer "KPR BSI at Bank BSI KCP Juanda uses a murabahah contract, namely a scheme with a sale/purchase principle. In its implementation, Bank BSI buys a house or materials needed by the customer. Then the bank will resell it to the customer and the customer will pay the installments according to the agreed time period. Judging from the payment method, the murabahah system is a scheme whose monthly installments are always the same until the final deadline for submitting the financing. The amount of the installment is determined from the beginning of the financing approval obtained by the customer.

With the murabahah contract, customers will get convenience such as a 15-year term, and the same installments from beginning to end. In the agreement, the bank will get a profit from the margin that has been determined by agreement between the bank and the customer.

In the implementation of the murabahah contract on BSI KPR financing, customers can submit a financing application at BSI Kc Fatamawati through several stages to obtain a decision on the financing application. Based on the

results of an interview with Mr. Reza as the Accounting Officer of BSI KCP Juanda as follows:

1. Prospective customers come directly to BSI KCP Juanda to ask about the terms and installments and prospective customers inform the house they will buy. Then the bank employee will explain to the customer about the requirements that must be met to get BSI KPR financing at Bank BSI KCP Juanda.
2. Applicants must meet the following requirements:
 - a. Personal documents (KTP, NPWP, certificate, marriage card)
 - b. Finance (last month bank statement, pay slip)
 - c. Legality (Decree on appointment of permanent employees, certificate of length of service)
 - d. Guarantee (building permit certificate, land and building tax)
3. Document Check
4. Financing Committee Approval
5. survey
6. Binding/agreement
7. Dropping (funding disbursement)
8. Murabahah financing monitoring

Based on an interview with Mr. Ahmad Fiko as Micro's Accounting Officer regarding the implementation mechanism of the murabahah contract in BSI KPR with a case study example.

1. The applicant comes directly to Bank BSI KCP Juanda to submit a financing application to the bank. In this first stage, the customer comes to customer service and informs the desired house.
2. Then the bank provides requirements that must be met:
 - a. Photocopy of applicant's & husband-wife's ID card, Marriage Certificate, Family Card, NPWP
 - b. Photocopy of bank statement/savings for the last 3 months
 - c. Work certificate / Position / FC SK for permanent employees and original salary slip
 - d. Photocopy of SIUP, TDP, SKDU, Deed of Establishment & amendments, Professional Practice Permits
 - e. Photocopy of balance sheet and profit and loss for the last 2 years
 - f. 4 x 6 passport photo of husband and wife: @ 1 sheet
 - g. Photocopy of Personal NPWP & SPT PPh 21 for financing above IDR 50 million
 - h. Photocopy of House Order Letter from Developer - (New Mortgage)
 - i. Photocopy of the latest SHM / SHGB, IMB & PBB Guarantee documents

- j. Photocopy of Credit Agreement from Originating Bank - (KPR Take Over)
- k. Outstanding installments for the last 6 months from the originating bank - (KPR Take Over) - and other supporting documents

Once the requirements have been completed, the applicant submits them to Customer Service to apply for BSI KPR financing.

3. Document Check Incoming documents are submitted to the Account Officer to analyze the applicant's data that is to be submitted. If all the data provided is complete and meets the requirements, it is then given to the manager or head of the bank.
4. Then the bank tests all incoming files by correcting whether the files provided by the applicant are correct or not or whether there is manipulation in the files. If all the files provided by the applicant are correct, the bank will process them to conduct a survey.
5. The next step is to conduct a survey by the Accounting Officer team, through direct interviews with applicants who apply for financing and analyzing all the data provided.
6. Binding/ Agreement After the Account Officer has conducted a survey on the applicant and the data is approved, the Account Officer conducts a survey to the house that the applicant has submitted to be purchased, and visits the developer to purchase the house that the applicant has submitted. Then the BSI KCP Juanda bank sells it to the applicant at a price plus the profit requested by the bank and agreed upon by the applicant, where the bank and the applicant enter into a binding agreement using the murabahah agreement. Then, if the binding/agreement has been carried out, the applicant or customer will be explained the system and mechanism of the agreement that will later be received by the applicant or customer.
7. Dropping (disbursement) After completing the agreement, the applicant's funds will be automatically disbursed within 1x24 hours to the developer's account, where the funds given by the bank to the applicant are prevented so that the applicant cannot withdraw directly. Because, preventing fraud or loss without news, which is an incident that is not desired by the bank. At the same time, the customer provides a down payment for BSI KPR financing as proof of the customer's seriousness in owning the house. Because, the down payment is part of the agreed settlement.
8. Monitoring/Coaching When all the steps of the funds are disbursed, the final stage is that the bank carries out a coaching process in the housing that the customer will own to find out and control how the ongoing process is in the housing that the customer will own until everything is finished or paid off. "And the most important thing is that the bank carries out monitoring to

maintain the relationship with the customer and also aims to reduce misuse by customers

The mechanism implemented by Bank Syariah Indonesia (BSI) in financing Sharia Home Loans is generally in accordance with the principles of Sharia Home Loans in Indonesia. BSI uses the murabahah contract, which is a sale and purchase contract in which the bank first purchases the property from the developer and then resells it to the customer with a mutually agreed profit margin. This process ensures that the transaction is free from usury (interest), which is one of the main principles in sharia finance. In addition, BSI implements transparent and comprehensive procedures starting from application submission, document verification, property survey, to disbursement of funds, all of which are carried out in accordance with sharia provisions to avoid gharar (uncertainty) and ensure clarity of the rights and obligations of both parties. Disbursement of funds directly to the developer's account also reduces the risk of fraud and ensures that funds are used according to the financing objectives. In addition, the monitoring and coaching stages demonstrate BSI's commitment to maintaining good relations with customers and ensuring that customers are able to fulfill their obligations without being burdensome, in accordance with ethics and social responsibility in sharia principles. Thus, the Sharia Mortgage mechanism implemented by BSI reflects the implementation of sharia principles comprehensively, ensuring that the financing products offered not only meet the financial needs of customers but are also in accordance with religious values.

Sharia mortgages in Indonesia have general requirements that cover several factors such as citizenship, age, and occupation. Indonesian citizens (WNI) who are at least 21 years old can apply, with the maximum age limit varying depending on the profession (eg lecturers up to 70 years old, teachers up to 60 years old). Accepted jobs include permanent employees, self-employed, professionals, to foreign workers with branch offices in Indonesia.

In the murabahah contract mechanism at KPR Bank Syariah Indonesia (BSI), the applicant begins by submitting a financing application to the bank, completing document requirements such as KTP, bank statements, and employment certificates. These documents are then checked and analyzed by the Account Officer. If the documents are complete, the bank conducts a survey of the applicant and the property being submitted. The murabahah contract is carried out where the bank buys a house from the developer and resells it to the applicant with a profit margin. After the contract, the funds are disbursed to the developer, and the customer submits a down payment. The bank also monitors to ensure that customers follow the appropriate financing mechanism.

The main difference between the general requirements of Sharia mortgages and the implementation of the murabahah contract lies in the application process. The general requirements emphasize more on the applicant's eligibility (age, occupation, and documents), while the murabahah mechanism focuses on the process of buying a house by the bank and reselling it to the customer with a profit margin, which is regulated in the contract.

Fatwa of the National Sharia Council of the Indonesian Ulama Council (DSN MUI) No. 04/DSN- MUI/IV/2000

One of the characteristics of murabahah financing stated in the DSN-MUI fatwa No.04/DSN-MUI/IV/2000 concerning murabahah paragraph 9 is that it is permissible for banks to give power of attorney to customers as agents of the bank to purchase goods or commodities on behalf of the bank. In the use of the wakalah contract, when the bank has given power of attorney to the customer or the customer becomes a representative of the bank, then the customer as an agent of Bank Syariah Indonesia buys a house from a developer/house seller in cash, then the house belongs to the customer, then the customer submits the house documents to Bank Syariah Indonesia, then in principle the house belongs to the bank. Then after the bank owns the house, a murabahah contract occurs between the bank and the customer. Bank Syariah Indonesia sells the house to the customer at the principal price plus the agreed margin. According to the author, this is in accordance with the DSN-MUI fatwa No. 04/DSN-MUI/IV/2000 concerning murabahah and the Compilation of Sharia Economic Law article 119, if the bank wishes to delegate the customer to purchase goods from a third party, the murabahah sale and purchase agreement must be carried out after the goods in principle become the bank's property.

Theoretically, in a murabahah contract, there is no obligation for the buyer to provide collateral in order to implement the murabahah contract, if the murabahah is carried out firmly. However, in the DSN-MUI fatwa Number 04/DSN-MUI/IV/2000 and the Compilation of Sharia Economic Law article 127 concerning collateral in murabahah, it is permitted for the purpose of the customer's seriousness in his order with the agreement of both parties. The rescheduling carried out by Bank Syariah Indonesia only reschedules the remaining outstanding principal and margin without any additional outstanding principal margin or other costs. This is as stated in fatwa No.48/DSNMUI/II/2005 and the Compilation of Sharia Economic Law (KHES) articles 125-126, namely that in the rescheduling process, it is a real cost.

If in the initial agreement between the seller and the buyer it has been agreed that there is a possibility of a discount or compensation for early settlement, then it is valid and must be obeyed. The principle of justice

demands the fulfillment of the previously agreed agreement. Bank Syariah Indonesia provides a discount on the profit margin given if the customer pays off the murabahah debt earlier than the agreed period in the financing agreement. However, this discount is not agreed by Bank Syariah Indonesia at the beginning of the agreement to the customer. This is permitted based on the DSN MUI fatwa No.46/DSN-MUI/II/2005. Customers who receive financing facilities are subject to a down payment (in the context of self-financing) of 20% for non-subsidized houses and 5% for subsidized houses. Before the financing agreement is made, the customer is required to make a down payment directly to the developer. Theoretically, in a murabahah agreement there is no obligation for the buyer to pay a down payment, if the murabahah is carried out in a tough manner. However, if the seller and buyer have agreed to a down payment for a murabahah transaction, this is permitted according to DSN-MUI fatwa No. 13/DSN-MUI/IX/2000.

Discussion

Application of Murabahah Contract in Sharia Mortgage Financing at Bank Syariah Indonesia KCP Medan Juanda

The implementation of the murabahah contract in sharia mortgage financing at Bank Syariah Indonesia (BSI) KCP Medan Juanda is a form of sharia-based financing that follows the principle of buying and selling. In the murabahah contract, BSI acts as the party that buys the house from the developer or third party, then resells it to the customer with an additional profit margin. This process aims to avoid usury, which is prohibited in Islam. Customers who want to own a house can apply for financing to BSI without worrying about being involved in interest-bearing transactions. This contract guarantees transparency in financing because the bank's profit has been agreed upon from the start.

In the initial stage, customers come to Bank Syariah Indonesia KCP Medan Juanda to apply for a mortgage. Customers will meet with customer service and provide details of the house they want to buy. After that, the bank will provide a list of requirements that must be met by the customer, such as a photocopy of their ID card, pay slip, and other supporting documents. After all the requirements are complete, the customer submits the documents to customer service for further processing. This process is the first stage in ensuring that customers are eligible for sharia mortgage financing.

After the documents are received, the Account Officer (AO) at the bank will check and analyze the customer's eligibility. This examination involves verifying the completeness of the documents and the validity of the data provided by the customer. The AO will also assess the customer's financial

capabilities, especially in terms of income and job stability. If all data is declared complete and valid, the documents will be forwarded to management for further approval. This stage ensures that the bank does not take too great a risk in providing financing.

If the customer's documents and data have been approved, the next step is to survey the property to be purchased. The bank's team will make a direct visit to the house submitted by the customer and coordinate with the developer. This is done to ensure that the property is in accordance with what was submitted and meets the standards set by the bank. In addition to the home survey, customers will also be interviewed to ensure that the data provided matches the actual conditions. This survey is an important part of maintaining trust between the bank, customers, and developers.

After all verification stages are completed and the property is deemed feasible, BSI will enter into a murabahah contract with the customer. In this contract, the bank buys a house from the developer and then resells it to the customer with an additional profit margin. This contract process is agreed upon at the beginning so that the customer clearly knows the price of the house to be purchased and the profit margin taken by the bank. Transparency in the murabahah contract is one of the advantages of sharia mortgage financing, because all terms and conditions are known to both parties before the agreement is made. This contract also reflects the value of fairness in transactions.

After the agreement is agreed, the financing funds will be disbursed by the bank to the developer's account, not directly to the customer. This is done to prevent misuse of funds by customers who may use the funds for purposes other than purchasing a house. Disbursement of funds directly to the developer also helps secure the purchase process so that the house can immediately become the customer's property after payment. The customer then pays a down payment as part of the financing and begins installments according to the murabahah agreement. This step ensures that all parties are involved in the process transparently and in accordance with sharia.

The implementation of the murabahah contract in sharia mortgages at BSI also involves monitoring and coaching after the funds are disbursed. The bank provides coaching to customers to ensure they understand the obligation to pay installments and maintain good relations between customers and the bank. Monitoring is also carried out to ensure that the house is truly owned by the customer and that there are no violations of the agreement. In addition, this coaching aims to avoid potential financial problems in the future that could affect the customer's ability to pay installments. This step is part of the bank's

responsibility in maintaining the sustainability of long-term relationships with customers.

As a form of sharia-based financing, the murabahah contract at KPR BSI KCP Medan Juanda is implemented by maintaining the principles of justice and transparency. At every stage, both customers and banks have clear rights and obligations, which have been mutually agreed upon in the contract. There is no element of usury, so that the transactions carried out remain in accordance with Islamic teachings. This process also ensures that customers can own a home in a halal manner, without worrying about violating sharia principles. In addition, the bank is responsible for fostering customers during the financing period, showing that BSI is not only focused on profit but also on customer welfare.

Overall, the implementation of the murabahah contract in sharia mortgage financing at Bank Syariah Indonesia KCP Medan Juanda has been carried out in accordance with sharia rules and regulations in force in Indonesia. Transparency, fairness, and strict supervision from the bank are the main pillars in ensuring the success of this sharia financing. Customers not only get financing to buy a house, but also get guidance from the bank to ensure the sustainability of the transaction. Thus, the implementation of the murabahah contract in BSI sharia mortgages is a solution for people who want to own a house in a halal and sharia-compliant manner.

The implementation of the murabahah contract in Sharia mortgage financing at Bank Syariah Indonesia (BSI) KCP Medan Juanda is in accordance with the principles of Sharia mortgages in Indonesia. The main principle in Sharia mortgages is to avoid usury, which is prohibited in Islam. In Sharia mortgages, banks do not provide loans to customers with interest, but rather buy the property desired by the customer and resell it with a profit margin agreed upon from the start. This is clearly seen in the murabahah contract mechanism, where the bank's profit margin has been mutually agreed upon and there is no element of uncertainty or gharar in the transaction.

Another principle in Sharia Mortgage is fairness and transparency, which is also reflected in the mortgage application process at BSI. At every stage, both customers and banks know their respective rights and obligations clearly. Customers know the price of the house purchased and the bank's profit margin before the contract is carried out. This transparency is very important in maintaining trust between customers and banks and ensuring that transactions are carried out fairly. In addition, there are no hidden costs or additional interest that are detrimental to customers, because all agreements have been set from the beginning of the contract.

In accordance with sharia principles, transactions in Sharia KPR must also be free from gharar or uncertainty. The implementation of a property survey by BSI before the contract is carried out is one of the important steps to avoid gharar. The bank verifies and surveys the house that the customer will buy, ensuring that the property is in accordance with what was submitted and does not cause uncertainty. This is a form of bank responsibility to ensure that property transactions are carried out clearly and without elements of speculation, in accordance with sharia principles that prioritize clarity in every transaction.

Another sharia principle applied in KPR at BSI is the prohibition of maisir or gambling. In this case, the murabahah contract carried out by the bank is not a speculative transaction or one that carries high risk. The financing process is carried out with careful calculations, and the bank ensures that the customer has sufficient financial capacity to pay off the installments. This is done through analysis of payment capacity and verification of supporting documents such as pay slips and bank statements. Thus, the bank and the customer avoid excessive risk, maintaining the financial stability of both parties.

The implementation of the murabahah contract in Sharia KPR financing at Bank Syariah Indonesia KCP Medan Juanda is also closely related to the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN MUI). DSN MUI has issued several fatwas regulating the murabahah contract, one of which is Fatwa DSN MUI No. 04/DSN-MUI/IV/2000 concerning murabahah. This fatwa explains that the murabahah contract is a sale and purchase transaction in which the seller states the purchase price of the goods and the agreed profit margin. In the context of Sharia KPR, the bank acts as a seller who buys a house from a developer and sells it to a customer with an additional agreed margin. This implementation is in accordance with the fatwa because the profit margin is stated transparently and is known to the customer from the start.

In addition, this fatwa also emphasizes that in a murabahah contract, the seller (bank) must have the goods being sold. This is reflected in the mechanism at Bank Syariah Indonesia KCP Medan Juanda, where the bank conducts a survey and buys a house from the developer before selling it to the customer. This process is in accordance with the provisions of the fatwa which emphasizes that the seller must have legitimate goods to sell, so that there is no element of gharar (uncertainty) in the transaction. The bank ensures that the property is feasible and legally valid to be sold to the customer.

Another connection with the DSN MUI fatwa is regarding the prohibition of usury. In the DSN MUI Fatwa No. 07/DSN-MUI/IV/2000 concerning

murabahah financing, it is stated that this contract must be free from usury, and no interest is charged in the financing. This is practiced by Bank Syariah Indonesia by setting a fixed selling price for the house, without any additional interest or hidden costs. Thus, the Sharia KPR transactions carried out follow the sharia principles that are free from usury, in accordance with the DSN MUI fatwa which prohibits usury in buying and selling transactions.

Furthermore, the fatwa also emphasizes the importance of a clear and transparent contract. DSN MUI Fatwa No. 09/DSN-MUI/IV/2000 on home financing emphasizes that in a murabahah contract, there must be a clear agreement regarding the purchase price and the profit taken by the bank. Bank Syariah Indonesia follows this fatwa by providing complete information to customers about the price of the house, profit margin, and payment details. This provision ensures that customers are not harmed by unclear or sudden price changes, in accordance with the principles of justice and transparency stipulated in the fatwa.

The implementation of monitoring and coaching carried out by Bank Syariah Indonesia towards customers who have received KPR financing is also in accordance with sharia principles and the DSN MUI fatwa. DSN MUI Fatwa No. 10/DSN-MUI/IV/2000 states that in murabahah, banks must maintain good relations with customers and ensure that financing is used according to its intended purpose. The monitoring process carried out by BSI is not only to check installment payments, but also to maintain the appropriateness of the use of funds and property purchased by customers. This is in line with the principle of social responsibility regulated in the fatwa.

In addition, the DSN MUI Fatwa No. 13/DSN-MUI/IV/2000 on collateral in financing is also relevant. This fatwa states that in murabahah financing, banks are allowed to request collateral or security as a form of security for the bank. In the context of Sharia KPR at BSI, the property purchased by the customer is used as collateral for financing. This process is in accordance with the provisions of the fatwa, where collateral can be taken if the customer fails to fulfill payment obligations, but there must be no element of oppression or injustice in its implementation.

Overall, the murabahah contract mechanism implemented by Bank Syariah Indonesia KCP Medan Juanda is in accordance with the fatwas of DSN MUI. This includes the prohibition of usury, the principle of justice, transparency, and social responsibility. By adhering to the fatwas of DSN MUI, BSI ensures that their Sharia KPR products not only meet the provisions of positive law, but also comply with sharia principles supervised by religious authorities in Indonesia.

CONCLUSION

Based on the research results and discussion, the following conclusions can be drawn:

1. Implementation of the murabahah contract for Sharia mortgage financing at Bank Syariah Indonesia, Medan Juanda Branch Officeruns in accordance with applicable sharia principles. The process begins with the customer's application for financing, followed by document checks, property surveys, and the murabahah contract involving the sale of a house by the bank to the customer at an agreed price. This mechanism includes transparency in selling prices, profit margins, and financing that is free from usury. The bank also monitors the financed property to ensure that the use of funds is in accordance with the agreement.
2. The implementation of the murabahah contract at BSI KCP Medan Juanda is in accordance with the fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN MUI).The buying and selling process in the murabahah contract follows the provisions of the DSN MUI Fatwa No. 04/DSN-MUI/IV/2000, where the bank acts as a seller who owns the property before selling it to the customer. There is no element of usury in financing, in accordance with the DSN MUI Fatwa No. 07/DSN-MUI/IV/2000. Transparency and clarity of the contract are also fulfilled in accordance with the DSN MUI Fatwa No. 09/DSN-MUI/IV/2000. In addition, the guarantee and monitoring carried out by the bank in accordance with the DSN MUI Fatwa No. 13/DSN-MUI/IV/2000, maintain integrity and responsibility in Sharia KPR financing.

REFERENCES

- Abdul Rashid. (2020). Murabahah Agreement Application in Sharia Banking. *Islamiah*, 1(2).
- Abraham H. Maslow. (2019). Motivation and Personality.
- Afgari, M. (2019). Application of Murabahah Contract in Sharia Mortgage Financing Based on DSN MUI Fatwa at BTN Syariah Harmoni Branch. *Journal of Economics*, 14(1).
- Agung, BP (2021). Legal Aspects of Murabahah Financing in Islamic Banking.
- Anggraini, TI (2019). No TitleImplementation of Murabahah Contract in Subsidized Mortgage Financing FLPP (Housing Financing Liquidity Facility) at Bank Sumut Syariah, Medan 2 Ringroad Syariah Branch Office. *Journal of Islamic Economics*, 6(9).
- Central Bureau of Statistics. (nd). Population Census. 2023, <http://sp2023.bps.go.i>. Accessed March 4, 2023.
- DSN-MUI/Fatwa. (2019). dsnmu.or.id/produk/fatwa/murabahah.
- Hasanuddin RahmanDaengNaj. (2023). Process Analysis And Murabahah

- Contracts In Sharia Bank Financing. International Conference Of Bkmt And As-Syafiiyah Islamic University, 6(3).
- Heykal Mohammad. (2019). Analysis of the level of understanding of Sharia mortgages in Islamic banks in Indonesia". In La Riba Journal, 4(2).
- Ikbal. (2022). Marketing Strategy for Subsidized Sharia Mortgage Financing for Low-Income Communities at Bank BTN Syariah KCPS Parepare. Untab Scientific Magazine, 17(1).
- Mohammad Ghozali. (2022). Sharia Compliance of Murabahah Contracts in the Financing Concept of Islamic Banking in Indonesia. Islamiah, 21(2).
- Financial Services Authority/Sharia. (nd). [HTTPS://WWW.OJK.GO.ID/ID/KANAL/SYARIAH/BERITA-DANKEGIATANPUBLICATION](https://www.ojk.go.id/id/kanal/syariah/berita-dankegiatanpublication).
- Racmat Fitria Nurul. (2023). The Concept of Murabahah and Its Implementation at PT. Bank Syariah Indonesia (Bsi). Journal of Islamic Economics and Business (Online)., 1(1).
- Srik Wardani. (2023). Implementation Of Murabahah Contracts In Ownership Financing House In The Sharia State Savings Bank, Lhokseumawe City. International Journal Of Economics, 5(1).
- Sugiyono. (2019). Quantitative and Qualitative Research Methodology and R&D.
- Sugiyono. (2020). Qualitative Research Methods. Alfabet.
- Syafii Muhammad Antonio. (2019). Islamic Banking From Theory to Practice.
- Wahbah al Zuhayli. (2019). buying and selling in Islam. Islamic, 2.
- Wantoro, & Alif, H. (2020). Implementation of Murabahah Contract in Increasing Flpp Mortgage Loans at BSI KCP Metro. Journal of Economics, 11(1).
- Wiroso. (2021). Accounting treatment of murabahah financing. Al Mashaadir, 2.
- Yolanda, NI (2021). Analysis of Marketing Strategy for KPR Sejahtera Products at PT. BSI Banda Aceh Branch Office. Economic Education., 14(1).
- Yulianto. (2021). Selection of KPR (Home Ownership Credit) financing with murabahah contract (Case study at Bank Muamalat tbk Samarinda Seberang branch office). Journal of Islamic Economics and Business (Online)., 2(1).