



Accepted: September 2024	Revised: September 2024	Published: Oktober 2024
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Sharia Financing Contracts on *KPR Syariah iB Hebat* Products at BPRS Dana Amanah Surakarta in the Perspective of Fatwa DSN-MUI

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Abstract

This research aims to positions the current contract conditions as a basis for future contract development in KPR Syariah iB Hebat product at BPRS Dana Amanah Surakarta. This research uses qualitative, descriptive, and field research methods. The results is, KPR Syariah iB Hebat products at BPRS Dana Amanah Surakarta currently still use murabahah contracts, istishna' parallel contracts, and musyarakah mutanaqisah contracts. Therefore, along with the continued development of BPRS Dana Amanah Surakarta and increasing customer interest in KPR Syariah iB Hebat product, contract development has become a very important need to be able to accommodate customer needs. So, having various contract variations will give rise to many product variations, so that customers have more options to meet their needs for KPR Syariah iB Hebat products at BPRS Dana Amanah Surakarta.

Keywords: *Sharia Financing Contracts; KPR Syariah iB Hebat; BPRS Dana Amanah Surakarta; Fatwa DSN-MUI.*

Abstrak

Penelitian ini bertujuan untuk memposisikan kondisi kontrak saat ini sebagai dasar pengembangan kontrak kedepannya pada produk KPR Syariah iB Hebat di BPRS Dana Amanah Surakarta. Penelitian ini menggunakan metode kualitatif, deskriptif, dan penelitian lapangan. Hasilnya, produk KPR Syariah iB Hebat di BPRS Dana Amanah Surakarta saat ini masih menggunakan akad murabahah, akad istishna' paralel, dan akad musyarakah mutanaqisah. Oleh karena itu, seiring dengan terus berkembangnya BPRS Dana Amanah Surakarta dan semakin meningkatnya minat nasabah terhadap produk KPR Syariah iB Hebat, pengembangan akad menjadi suatu kebutuhan yang sangat penting untuk dapat mengakomodir kebutuhan nasabah. Jadi, dengan adanya variasi akad yang beragam, maka akan memunculkan pilihan produk yang beragam, sehingga nasabah mendapatkan lebih banyak pilihan dalam memenuhi kebutuhannya pada produk KPR Syariah iB Hebat di BPRS Dana Amanah Surakarta.

Kata Kunci : *Akad Pembiayaan Syariah; KPR Syariah iB Hebat; BPRS Dana Amanah Surakarta; Fatwa DSN-MUI.*

INTRODUCTION

KPR Syariah is one of the housing financing services provided by Islamic banks, which in this research is Islamic Rural Banks (BPRS), to customers based on Islamic contracts (Adawiyah & Widyananto, 2020). BPRS Dana Amanah Surakarta is the second BPRS in Surakarta which was inaugurated by Indonesian Bank, as an effort to increase shared prosperity through banking experience that complies with sharia regulations and principles (Sup, Firdaus, & Bilhaq, 2023b) (Sup, Firdaus, & Bilhaq, 2023a). In connection with the collaboration between BPRS Dana Amanah Surakarta and PT SMF (Sarana Multigriya Finansial) as a secondary housing finance company, BPRS Dana Amanah Surakarta issued *KPR Syariah iB Hebat* financing product (Sup, Firdaus, & Bilhaq, 2024), using *murabahah* contract (DSN-MUI, 2000a), *istishna' paralel* contract (DSN-MUI, 2000b), and *musyarakah mutanaqisah* contract (DSN-MUI, 2008) (Sup, 2022).

As an Islamic Financial Institution (IFI), BPRS Dana Amanah Surakarta has an obligation to fulfill sharia aspects properly (Hikmah & Oktaviana, 2019). Sharia compliance standards in Indonesia refer to Fatwa DSN-MUI (Maslihatin & Riduwan, 2020). Sharia compliance has an impact on the trust, credibility, and existence of BPRS in society (Fadillah, Rahmayanti, & Syifa, 2020).

The aspect of sharia compliance for BPRS is important because it can be used in mitigating risk and preventing fraud in product innovation development. BPRS must also refer to sharia standards, sharia governance, and other applicable standards. Product development efforts must not be detrimental to society and must pay attention to the suitability of the product contract being developed to comply with sharia principles (Nugroho, 2021).

Sharia compliance is compliance with Fatwa DSN-MUI, because it is an embodiment of sharia principles and rules that must be followed by BPRS. Sharia compliance is a manifestation of the fulfillment of all sharia principles in institutions that have the characteristics, integrity, and credibility of BPRS, where a culture of compliance is the values, behaviors, and actions that support the creation of BPRS compliance with all Bank Indonesia regulations (Septiana, Zunaidi, & Maghfiroh, 2022).

This research is an inseparable part of research in the previous year entitled “*The Analysis of Sharia Compliance in the Implementation of KPR Syariah iB Hebat Product at BPRS Dana Amanah Surakarta*” (Sup et al., 2023b). This research is important to use as a basis for conducting further research this year entitled “*Prospects for the Development of Sharia Financing Contracts on KPR Syariah iB Hebat Products at BPRS Dana Amanah Surakarta*”. This research aims to position the current contract conditions as a basis for future contract development.

RESEARCH METHODS

This research uses qualitative, descriptive, and field research methods (Sup, 2021c). This research was conducted at BPRS Dana Amanah Surakarta. The data sources for this research are the results of observations, interviews with personnel at BPRS Dana Amanah Surakarta, and documentation (Sup, 2021a). The data obtained is then processed by

editing and organizing the data, then analyzed by the deduction method (Sup, 2021b). The analysis process is carried out continuously from start to finish (Retnowati, Rosalina, Sup, Firdaus, & Urrosyidin, 2022). The analysis process includes data interpretation, language translation, word editing, and compiling it in a logical systematic way, so that the resulting description can become a complete concept that is easy to understand (Sup & Suhendi, 2022).

RESULTS AND DISCUSSION

1. Results

a. Fatwa DSN-MUI Number: 04/DSN-MUI/IV/2000 concerning *Murabahah*

Murabahah is selling an item by confirming the purchase price to the buyer, and the buyer pays a higher price as profit. General provisions of *murabahah* in Islamic banking: (1) Banks and customers must enter into *murabahah* contract that not contain *riba*; (2) The item that are traded are not prohibited by Islamic sharia; (3) The bank finances part or all of the purchase price of the item whose qualifications have been agreed upon; (4) Banks buy the item that customers need on behalf of the bank itself, and these purchases must be legal and not contain *riba*; (5) The bank must submit all matters related to purchases, for example if the purchase is made in debt; (6) The bank then sells the item to the customer at a selling price equal to the purchase price plus the profit. In this regard, the bank must honestly notify the cost of the item to customers along with the costs involved; (7) The customer pays the agreed price of the item at a certain agreed period; (8) To prevent misuse or damage to the contract, the bank can enter into a special agreement with the customer; (9) If the bank wants to represent the customer to buy the item from a third party, the *murabahah* sale and purchase agreement must be made after the item, in principle, belong to the bank.

Murabahah provisions for customers: (1) The customer submits an application and promise to purchase an item or asset to the bank; (2) If the bank accepts the application, it must pre-purchase the item it legally ordered with the trader; (3) The bank then offers the item to the customer and the customer must accept (buy) it in accordance with the promise made, because legally the promise is binding, then both parties must make a sale and purchase contract; (4) In this sale and purchase, the bank is allowed to ask the customer to pay a down payment when signing the initial order agreement; (5) If the customer then refuses to buy the item, the bank's real fees must be paid from the down payment; (6) If the value of the down payment is less than the loss that must be borne by the bank, the bank can ask the customer for the remaining losses; (7) If the down payment uses the '*urbun*' contract as an alternative to the down payment, then: (a) If the customer decides to buy the item, the customer just has to pay the remaining price; (b) If the customer cancels the purchase, the down payment belongs to the bank for the maximum amount of the loss borne by the bank due to the cancellation, and if the down payment is insufficient, the customer must pay off the shortfall.

Collateral in *murabahah*: (1) Collateral in *murabahah* are permissible, so that customers are serious about their orders; (2) Banks can ask customers to provide collateral that can be held. Debt in *murabahah*: (1) In principle, the settlement of customer debt in a *murabahah* transaction has nothing to do with other transactions made by the customer with third parties for the item. If the customer resells the item with a profit or loss, the customer is still obliged to settle his debt to the bank; (2) If the customer sells the item before the installment period ends, the customer is not required to pay off all installments immediately; (3) If the sale of these item results in a loss, the customer still has to settle the debt according to the initial agreement. The customer may not slow down installment payments or ask for the loss to be calculated. Customers who have the ability are not justified in delaying the settlement of their debts. If the customer has been declared bankrupt and fails to settle his debt, the bank must postpone billing until the customer becomes able to return, or based on an agreement.

b. Fatwa DSN-MUI Number: 22/DSN-MUI/III/2000 concerning *Istishna'* Parallel Sell and Purchase

Sale and purchase of *istishna'* is a sale and purchase contract in the form of an order for the manufacture of certain items with certain criteria and conditions agreed between the buyer (*mustashni'*) and the seller (manufacturer, *shani'*). Terms of payment: (1) Means of payment must be known in amount and form, either in the form of money, items, or benefits; (2) Payment is made according to the agreement; (3) Payment may not be in the form of debt relief. Terms of the items: (1) The characteristics must be clear and can be recognized as debt; (2) The specifications must be explained; (3) Delivered was made later; (4) Time and place of delivery of the item must be determined by agreement; (5) The buyer (*mustashni'*) may not sell the items before receiving them; (6) Not allowed to exchange the item, except for similar items according to the agreement; (7) In the event that there is a defect or the item are not in accordance with the agreement, the customer has the right to choose (*khیار*) to continue or cancel the contract. In the event that an order has been executed in accordance with the agreement, the law is binding. All provisions in sale and purchase of *salam* that are not mentioned above also apply to sale and purchase of *istishna'*.

The *istishna'* sale and purchase contract carried out by IFI is generally in parallel, namely a form of *istishna'* contract between the customer and IFI, then to fulfill its obligations to the customer, IFI requires another party as a *shani'*. If an IFI carries out an *istishna'* transaction, to fulfill its obligations to customers, then the IFI can perform *istishna'* again (parallel) with other parties on the same object, provided that the first *istishna'* does not depend (*mu'allaq*) on the second *istishna'*. IFI as *mustashni'* is not allowed to collect MDC (Margin During Construction) from customers (*shani'*) because this is not in accordance with sharia principles. All the pillars and conditions that apply in the *istishna'* contract, also apply in *istishna'* parallel.

c. Fatwa DSN-MUI Number: 73/DSN-MUI/XI/2008 concerning *Musyarakah Mutanaqisah*

Musyarakah mutanaqisah is *musyarakah* or *syirkah* whose ownership of assets (items) or capital of one party (*syarik*) decreases due to gradual purchases by the other party. *Musyarakah mutanaqisah* contract consists of *musyarakah/syirkah* and *bai'* (sale and purchase) contracts. This *musyarakah* financing has advantages in solidarity and fairness (both in sharing profits and risks of loss), so that it can be an alternative in the process of ownership of assets (items) or capital. *Musyarakah mutanaqisah* law is permissible with the following conditions. Contract terms: (1) *Musyarakah mutanaqisah* contract consists of *musyarakah/syirkah* and *bai'* (sale and purchase) contracts; (2) In *musyarakah mutanaqisah* contract, the law applies as stipulated in *Fatwa* DSN No: 08/DSN-MUI/IV/2000 concerning *Musyarakah* Financing whose partners have rights and obligations, among others: (a) Provide capital and work based on the agreement at the time of the contract; (b) Obtain profits based on the agreed ratio at the time of the contract; (c) Bear losses in accordance with the proportion of capital; (3) In a *musyarakah mutanaqisah* contract, the first party (one of the *syarik*, IFI) must promise to sell all of his *bishshah*, in stages and the second party (another *syarik*, the customer) is obliged to buy it; (4) The sale and purchase is carried out according to the agreement; (5) After completing the settlement of sales, all IFI *bishshah*, as *syarik*, switch to other *syarik* (customers).

Specific terms: (1) *Musyarakah mutanaqisah* assets can be made *ijarah* to *syarik* or other parties; (2) If the *musyarakah* asset becomes an *ijarah* object, then the *syarik* (customer) can rent the asset at the agreed *ujrah* value; (3) Profits obtained from the *ujrah* are shared according to the agreed ratio in the contract, while losses must be based on the proportion of ownership. The profit ratio can follow changes in the proportion of ownership according to the agreement of the *syarik*; (4) The level/size of the share/portion of ownership of the *syarik* (IFI) on *musyarakah* assets which is reduced as a result of payment by the *syarik* (customer) must be clear and agreed upon in the contract; (5) The cost of acquiring *musyarakah* assets is shared, while the cost of transferring ownership is borne by the buyer.

2. Discussion

The Sharia Supervisory Board, hereinafter abbreviated as DPS, is the DSN-MUI apparatus recommended at IFI, which has the main task of overseeing the implementation of Fatwa DSN-MUI and decisions in each institution (MUI, 2016a). DPS is an affiliated party with IFI that it supervises. In addition, the DPS is responsible to the DSN-MUI in carrying out their duties (MUI, 2016b). DPS has several tasks: (1) Supervise IFI's products and business activities so that they comply with the provisions and sharia principles that have been issued by the DSN-MUI; (2) Make sharia opinions on requests/questions and/or findings in the institutions are supervise; and (3) Report the results of supervision to DSN-MUI twice a year (MUI, 2016c). In addition, DPS also has several authority: (1) Provide advice and suggestions to commissioners, directors, heads of sharia business units, and heads of IFI branch offices on matters related to sharia aspects; (2) As a mediator between IFI and DSN-MUI in

communicating suggestions for developing business activities in the form of products and/or services that require studies and Fatwa DSN-MUI; (3) Give a warning to the IFI directors to make efforts to stop sharia irregularities, and have the right to report it to the authorities (MUI, 2016c). In carrying out its duties and authorities, DPS has the right to have work fittings in the form of a work unit that is coordinative with the IFI work units it supervises (MUI, 2016c).

Sharia compliance is needed to guarantee the application of sharia principles in banking institutions (Biyantoro & Ghoniyah, 2019) which in this research is BPRS Dana Amanah Surakarta. Sharia compliance guarantees for all BPRS activities are very important for customers and the public. Several provisions that can be used as a qualitative measure to assess sharia compliance in IFI are as follows: (1) The contracts used for the collection and distribution of funds are in accordance with applicable sharia principles and sharia regulations; (2) All economic transactions and activities are reported fairly in accordance with the applicable sharia accounting standards; (3) The work environment and corporate culture are in accordance with sharia; (4) The business financed does not contrary with sharia; (5) There is a DPS as a sharia supervisor for all operational activities of IFI; (6) Sources of funds come from legal and halal sources according to sharia (Ghifari, 2021).

KPR *Syariah iB Hebat* product at BPRS Dana Amanah Surakarta are used *murabahah* contract (Fatwa DSN-MUI No: 04/DSN-MUI/IV/2000 concerning *Murabahah*), *istishna' parallel* contract (Fatwa DSN-MUI No: 22/DSN-MUI/III/2002 concerning *Istishna' Parallel* Sale and Purchase), and *musyarakah mutanaqisah* contract (Fatwa DSN-MUI No: 73/DSN-MUI/XI/2008 concerning *Musyarakah Mutanaqisah*). All economic transactions and activities are reported fairly in accordance with the applicable sharia accounting standards, which can be accessed online using the OJK website. BPRS Dana Amanah Surakarta has 2 (two) DPS members as a sharia supervisor for all operational activities, namely Dr. Rial Fu'adi, M.Ag. (Chairman of DPS) and Dr. Moh. Abdul Kholik Hasan, M.Ed., M.A. (Member of DPS). The work environment and corporate culture are in accordance with sharia. Until now, there have been no findings of serious deviations from sharia aspects at BPRS Dana Amanah Surakarta, usually the findings are limited to administrative requirements that can be fulfilled.

Each DPS member is required to ensure the implementation of sharia compliance, so that every BPRS product and activity can run according to sharia principles (Fakhruddin & Jusoh, 2018). An important part of the DPS duties and authorities is supervising the daily activities of the BPRS so that they are always in accordance with sharia principles and are reported regularly (Ningsih, 2020).

The aspect of sharia compliance for BPRS is important because it can be used in mitigating risk and preventing fraud in product innovation development. BPRS must also refer to sharia standards, sharia governance, and other applicable standards. Product development efforts must not be detrimental to society and must pay

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CONCLUSION

KPR Syariah iB Hebat products at BPRS Dana Amanah Surakarta currently still use *murabahah* contracts, *istishna'* parallel contracts, and *musyarakah mutanaqisah* contracts. Therefore, along with the continued development of BPRS Dana Amanah Surakarta and increasing customer interest in *KPR Syariah iB Hebat* product, contract development has become a very important need to be able to accommodate customer needs. So, having various contract variations will give rise to many product variations, so that customers have more options to meet their needs for *KPR Syariah iB Hebat* products.

ACKNOWLEDGEMENT

The researcher much obliged to DRTPM (Directorate of Research, Technology, and Community Service) Ditjen Dikti (Directorate General of Higher Education, Research, and Technology) Kemendikbudristek (The Ministry of Education, Culture, Research, and Technology) for providing moral and financial support for this research through the scheme of National Competitive Research - Beginner Lecturer Research (PDP) in 2024.

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