

## ***Murabahah* Contract: Implementation on House Ownership Financing Products (KPR) at BNI Syariah Bank KC Palopo**

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(Received: 28 July 2020; revised: 14 August 2020; published: 23 September 2020)

### **ABSTRACT**

The purpose of this study was to determine the implementation of the *murabahah* contract on the financing product of Griya iB Hasanah at PT. Bank BNI Syariah KC Palopo. This type of research is descriptive qualitative by taking a juridical and empirical approach. The research was conducted at the BNI Syariah KC Palopo office. The data in this study were obtained by interview and observation. This study indicates that the implementation of Griya iB Hasanah financing at BNI Syariah Bank uses two models, the first is the *murabahah* scheme, and the second is the *murabahah* scheme. The advantage of home financing at Bank BNI Syariah KC Palopo is that it does not impose a fine; if the repayment is made early, there will be no penalty, and the buying and selling process is transparent, there is no element of arrogance. The drawback is that for customers, the process takes quite a long time. Secondly, if market interest rates decline, it will not affect the customer's installments because, from the beginning of the agreement, it has been agreed that the installments will be fixed starting from the initial installment to the end. However, Islamic banks make an assessment detailed because Islamic banking avoids the risk of uncertainty or traffic jams. So far, the bank is still considered safe because the debtors still have a trustworthy nature, there are no traffic jams, and in the provision of bank financing, BNI Syariah KC Palopo is very careful to avoid all risks that may occur even though the process is long, but avoid everything that may happen vanity.

**Keywords:** *Murabahah* contract; BNI Syariah; KPR

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### **INTRODUCTION**

Islamic banking financial institutions in Indonesia have developed rapidly. It causes many parties to want to know the difference between Islamic banks and conventional banks, and the basic difference lies in the contract or transaction (Kurniasih & Suryani, 2017; Neldawaty, 2018; Ramly & Hakim, 2017; Suhendro, 2018; Wijayanti et al., 2017). In addition, its business activities are based on Islamic principles in Islamic banking, while conventional banks are only profit-oriented. Thus, prospective customers must be more selective in choosing which banks are appropriate to work with, especially those who want to apply for financing.

Islamic economists and finance experts generally do not recommend using *murabaha* contract financing in Islamic banks but rather recommend a financing model based on profit/loss sharing. However, it turns out that banks are using *murabahah* financing models rather than financing based on profit/loss sharing, such as *mudarabah* and *musyarakah* were given the increasing public need for housing. Currently, financing with *murabahah* contracts occupies the top position compared to other contracts. The contract mortgage products used are

*murabahah*, *musyarakah mutanaqisah*, and *istishna* or greetings, but the most frequently used are *murabahah* contracts. The community's need for a place to live is a problem that requires a solution. The role of banks is to meet customer needs by issuing homeownership financing products with the most popular contract, namely buying and selling with *murabahah* contracts.

As the name implies, buying and selling with a *murabahah* contract is used by Islamic banks for consumer financing products such as homeownership financing or called financing (Griya iB Hasanah), where the bank is an intermediary between the developer and the customer. The bank's job is to buy houses from developers and then resell them to customers at an agreed price. In any buying and selling transaction, there will be a handover due to the sale and purchase transaction known as *al-qabdhu*, and there is no difference between the scholars in its use. *Al-qabdhu* can be interpreted as control, emptying, or the loss of a barrier for someone on an item in an urf or agreed custom (Anwar & PERKASA MAKI, 2019; Roficoh, 2019; Syauqoti, 2018; Zulfikri, 2019).

In buying and selling, *al-qabdhu* can be understood as the delivery of merchandise by the seller to the buyer or the receipt of merchandise by the buyer from the seller. The scholars have different opinions regarding the handover of goods based on their circumstances and nature, where goods are divided into fixed and movable goods, concerning fixed goods such as land, houses, and more. The scholars of the Shafi'i, Hanbali, and Maliki schools agree that the handover is in the form of emptying and transferring power from the seller to the buyer by giving things related to the goods such as keys for the house, deed for the land, or by granting authorization to use it on fixed assets. Buying and selling, which is considered valid in sharia, is if the seller owns the object or goods to be sold to the buyer.

However, in practice, *murabahah* contract financing is still perceived and implemented in various ways, such as the use of *wakalah* contracts, where customers are empowered to buy their own houses on behalf of the bank. Although the customer is authorized to buy a house directly from the developer, the customer should not be given cash by the bank because it is the same as providing a loan/money to the customer as conventional banking does. Furthermore, when making a *murabahah* contract, both parties must complete the *wakalah* contract first because buying and selling are not valid if in one transaction using two contracts at once. However, there are still those who perform *murabahah* and *wakalah* contracts simultaneously. There was an error in this practice because the sale and purchase contract was immediately agreed upon even though the house did not belong to the bank and what was given to the customer was money. If this transaction occurs, the *murabahah* contract is invalid, and the sale and purchase law is prohibited based on the words of the Prophet Muhammad from Hakim bin Hizam, said "O Messenger of Allah someone came to me to buy an item, it happened that the item was not in my possession, can I sell it then I buy it?" desired item from the market? Rasulullah PBUH replied, "Do not sell things that you do not have" (Narrated by Abu Daud. This hadith is authenticated by Al-Albani). The Prophet PBUH said, "It is not lawful to combine a loan agreement and buying and selling, it is not lawful to have two conditions, and it is not lawful to sell goods which is not yours" (Abu Daud according to Al-Albani, the degree of this hadith is hasan sahih) the condition of ownership is an absolute thing in buying and selling.

Some of the opinions of scholars who do not agree with the sale and purchase, namely, Malikiyyah, As-Syafi'iyah, Hanabilah, and Ibn al-Qayyim, argue that it is not permissible to sell something that he does not fully own. As for the Malikiyyah's opinion, which does not allow buying and selling of this type only to food, is different from the Syafi'iyah who enforces this prohibition for all types of goods. Although, in contrast, the Hanabilah does not allow the sale and purchase of goods that have not been received in the hands of the seller only for moving goods other than that it is permissible, and Ibn al-Qayyim *rahimahullah* said it is not permissible to buy and sell goods in the form of food before handing it over, there is still a prohibition on the text, as for other than food, the prohibition is usually through qiyas.

The *ushul fiqh* also states that something is valid if the pillars and conditions have been fulfilled; if not fulfilled, then something becomes vanity. In this case, the *milkiyah* requirements are not met; it can be ascertained that the practice of *murabaha* is invalid because it does not meet the pillars and conditions.

According to the Law of the Republic of Indonesia number 21 of 2008 concerning Sharia Banking, everything related to Sharia Banks and Sharia Business Units, including institutions, business activities as well as methods and processes in carrying out their business activities based on sharia principles by type consists of Sharia Commercial Banks (BUS), Sharia Business Unit (UUS) and Sharia People's Financing Bank (BPRS). It is because the main income from Islamic banks is actually in financing products. After all, with Islamic bank financing, they get a margin; this is where the main income of Islamic banks comes from. Moreover, due to the need for a place to live, it is not uncommon for people to want the house they have always dreamed of, seeing that all banks offer homeownership financing products that answer all people's expectations.

Griya financing is a product issued by the bank to buy a house and then resell it plus a profit margin to customers who want the house by agreeing first. On the other hand, financing with a *murabahah* contract is a financing system in the form of channeling funds by the bank given to customers who need to buy a product and then given the obligation to return the funds in their entirety gradually each time it is due accompanied by an agreed profit margin from the bank, previously by both parties. In *the murabahah scheme, the seller (bank) must inform the price of the product he buys and then determine the profit* obtained from the sale (Parwanto et al., 2016; Sari & Zaki, 2020; Yakub & Rahmi, 2019; Yuliani, 2019).

Homeownership financing is safer for customers to use because the installments are fixed/variable; although market interest rates soar, the installments for customers will not change, the bank will not increase profit margins because the contract or agreement has been agreed at the beginning. In contrast to conventional banks, installment installments can vary according to the interest rate prevailing in the market, and a penalty will be imposed if the customer wants to pay off the loan earlier before the stipulated period, while in Islamic banks, there is no penalty (Cahyono, 2015; Huzaimah, 2017; Muhtarom, 2019; Sujana, 2018; et al., 2016). BNI Syariah Bank is a financial institution that conducts business with Islamic principles. BNI Syariah Bank began to stand alone in 2010 and is no longer a subsidiary of the conventional BNI parent company; BNI Syariah Bank has become a State-Owned Commercial Bank (BUMN).

Bank BNI Syariah offers Consumptive Financing products to meet the community's needs, such as the Griya iB Hasanah Financing as a place to live for those who want to own

their own homes. The need for consumer goods, housing, cars, or other properties can be met by financing with a buying and selling system, namely a *murabahah* contract by the requirements taught in Islam. Based on this agreement, Islamic banks can meet all the community's needs by buying assets needed by customers (Azmi & Fauzy, 2015; Suharto & Anwar, 2018; SUKMANA, 2018; Supriyanto & Kusuma, 2017).

Of the many products owned by Islamic banks, homeownership loans or Islamic banks known as homeownership financing are a solution to the problem of people who want to buy a house but are unable to pay in cash; with this financing, people can own houses, shop houses, apartments, flats and more in installments. From the description of the background above, the research study is focused on the implementation of *murabahah* contracts on homeownership financing products (KPR), whether they are by sharia and are by theory and application. In this regard, the author raises a title, namely "Implementation of the *Murabahah* Agreement on the Griya iB Hasanah Financing Product at Bank BNI Syariah KC Palopo."

## **RESEARCH METHOD**

This research method is qualitative analysis. The technique used in this research is Library Research, which collects data using various literature books and the internet related to the research theme, then Field research, which is a method of collecting data directly in the field. This technique used several instruments, including observation, interviews, and documentation.

## **RESULT AND DISCUSSION**

### **Result**

Home Ownership Financing (KPR) at Bank BNI Syariah KC Palopo is commonly referred to as Griya iB Hasanah, a consumer financing facility to buy, build, and renovate houses. The number of customers who use mortgage financing ranges from more than 100 people, which counts as 104 customers from 2017 to the present throughout Palopo. As for the contract mechanism used, it depends on the customer's decision, as said by Ahmad Haerul

"If the customer wants to use a *murabahah bil wakalah* contract, what the bank has to do is offer a house according to the customer's specifications, or the customer is given the freedom to find the desired house, as well as if the customer wants to use a *murabahah* contract, the bank will also process it." Currently, 51% of customers use *murabahah* contracts, namely 54 customers, and another 49% use additional *wakalah* contracts called *murabahah bil wakalah*. \

Home Ownership Financing (KPR) IN Bank BNI Syariah KC Palopo according to Asri Wafriзал, "KPR financing is one consumptive financing called Griya iB Hasanah, namely short, medium and long term financing to finance home purchases and home renovations which will be paid later. In installments or installments for a maximum of 15 years using the *murabahah* contract system.

The advantages of Mortgage Financing are fixed installment costs, lower pricing provided that employees or entrepreneurs whose salaries are above 5 million. In addition, in

insuring the financing, if you want to accelerate the repayment, there will be no fines or penalties.

That is the difference between *murabaha* and other sales methods. Because the bank was acting as the seller informs the buyer, namely the customer, about the principal value of the goods and how much profit is charged. The installment amount will be fixed every month and will not change throughout the term of the financing.

### **Discussion**

From the results of interviews and data analysis conducted by the author on the implementation of the murabahah contract on Griya iB Hasanah financing at BNI Syariah Bank KC Palopo, where prospective debtors who submit applications must meet legal requirements, namely, the subjective requirement element must be at least 21 years old and maximum 60 years old, have been/have been married, physically and mentally healthy are not included in the category of non-performing financing at other banks. Moreover, the murabahah object must be clear and fully owned by the bank; for example, the murabahah object, in this case, is a house, in practice the purchase of the murabahah object is carried out by only two parties, namely the bank and the customer, but if you want to use *wakalah* by the customer/debtor himself or as a representative of the bank with a *wakalah* or representative contract. After the *wakalah* contract, the customer acts as a representative on behalf of the bank to purchase the object (house). Therefore, it is possible and does not violate Islamic sharia because in fatwa No. 04/DSN-MUI/IV/2000 concerning *murabahah* as the basis for sharia *murabahah* transactions are as follows: In the first part number (9), it is stated that if the bank wants to represent the customer to buy goods from a third party, the *murabahah* sale and purchase contract must be made after the goods in principle become the property of the bank. Thus, it can be concluded that the implementation of sharia principles in the murabahah contract at the BNI Syariah KC Palopo bank is by the sharia banking law and the DSN-MUI fatwa.

In housing finance (Griya), the customer benefits from a murabahah contract in that there is no interest in the murabahah so that the customer will not lose if there is an increase or decrease in interest rates in the market. Meanwhile, the *murabahah* contract uses a selling price that will never change during the contract period until the financing is complete besides having to fulfill the legal requirements of the agreement stated in Article 1320 of the Civil Code. In principle, the practice of muamalah in Islam must be by and not in conflict with sharia norms. Jurisprudence experts agree that in business activities (*muamalah*), Islam must avoid prohibited elements of sharia, namely the elements of interest/usury, speculation/*maisir*, cheating/hiding something uncertain/*garar*, or unjust and unlawful.

Based on the application of the murabahah contract at the BNI Syariah KC Palopo bank on the Griya iB Hasanah Financing product, it shows that the implementation of the murabahah contract is carried out with two models and is by the applicable rules, as follows: 1) The bank acts as a pure seller, where the bank has previously collaborated with developers. So the scheme is that the developer offers the house he owns to the bank if the bank agrees, then the bank will buy it in cash; in this case, the bank has no relationship with the developer because the bank fully owns the house, then if there are customers who apply for financing to the bank will offer the house that has been purchased from the developer and if the customer agrees to buy then a murabahah contract is carried out. In this contract, the customer pays an advance. So it means

that the application of the murabahah contract to the financing of Griya iB Hasanah is by the applicable rules, and there are no deviations in it, and it is clear that theoretically, it is by the implementation. 2) Using a murabahah bil wakalah contract is a sale and purchase with the wakalah system; in this buying and selling system, the bank represents the purchase to the customer, where the customer is given a power of attorney or wakalah letter with the first contract being a wakalah contract after the end of the wakalah contract which is marked by submission of proof of purchase/receipt from the customer to the bank then the bank provides a murabahah contract. By the provisions of the DSN MUI Fatwa, a *murabahah bil wakalah* contract may be carried out on the condition that if the goods purchased by the customer fully become the property of the sharia financial institution, then after the sharia financial institution owns the goods, the murabahah contract can be carried out.

Theoretically, in the classical murabahah contract, there is no known use of wakalah when the murabahah transaction between the seller and the buyer is carried out. However, the banking industry has issued an innovation in using wakalah contracts; in *murabahah* financing, wakalah is not wrong because the contract is separated from the murabahah contract, so the law is valid.

As for the down payment (DP) at Bank BNI Syariah KC Palopo is at least 20% of the housing price. The down payment charged is at least 20% of the total housing price; the rest depends on the ability of the customer/debtor; for example, in murabahah financing, the house price is 200 million, and the customer pays 100 million, i.e., 50%, which the bank finances, the remaining 100 million which is then paid gradually by the customer to the bank.

As stated by Mimawati, "The down payment that must be paid is at least 20%, it is paid right at the time of the *wakalah* agreement because the money given to the developer is the full price of the house, so it includes the DP that has been willing to be paid. So if I own 30%, I will pay the remaining 70% to the bank, which adds 60 months".

So the down payment charged to the customer depends on the customer's ability and according to his wishes. The advantages of this *murabaha* product are that the transaction process is more transparent and avoids uncertainty (*garar*), and so far, there have been no debtors who have failed to pay installments of financing, and each financing has no fines and is still in the safe category because customers remain trustworthy in paying installments. At the BNI Syariah bank KC Palopo, home ownership financing is referred to as Griya iB Hasanah. The word iB Hasanah means virtue, so BNI Syariah bank uses the term to want to be committed to noble by initiating the "Hasanah Titik" movement to invite all Muslims to carry out an economic life that is more Islamic. In contrast, the word *griya*, according to the KBBI, means residential buildings, houses, housing complexes, or settlements. So Griya iB Hasanah can be defined as financing homeownership for the community's good and, in the eyes of Allah SWT, to achieve benefit.

## CONCLUSION

Based on the discussion that has been carried out by the authors/researchers regarding the implementation of murabahah contracts on homeownership financing products (Griya) at the BNI Syariah KC Palopo bank, it can be concluded that in financing Griya iB Hasanah uses two models, namely the murabahah scheme, and the murabahah bil wakalah scheme. So if previously

the bank had not had time to collaborate with the developer, then the *murabahah bil wakalah* scheme was carried out. The advantages of financing Griya iB Hasanah at Bank BNI Syariah KC Palopo are that it does not impose a fine, and the buying and selling process is transparent, and there is no element of fraud in it. So far, the bank is still considered safe because in providing bank financing, BNI Syariah KC Palopo is very careful to avoid all risks even though the process is long but avoids *gharar*. Furthermore, with the use of wakalah/representative contracts, it can make it easier for both parties to process transactions, it is just that the banks should be more careful with these representatives because even though the bank represents the purchase to the customer, but to avoid all the risks that exist, it would be better if the customer is not given cash.

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