

PROVISIONS OF MURABAHAH LAW WITH BAI' BISTAMAN AJIL (BBA) ACCORDING TO MUI FATWA NO. 04/DSN-MUI/IV/2000 CONCERNING MURABAHAH AND ITS IMPLEMENTATION IN BTPN SYARIAH CAB. NIBUNG BAY, TANJUNG BALAI

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Abstract

This study was about how the implementation of Murabahah financing with the Bai' Bistaman 'Ajil contract at BTPN Syariah Cab. Teluk Nibung, Tanjung Balai City. The DSN-MUI Fatwa has regulated the financing in the MUI Fatwa No. 04/DSN-MUI/IV/2000 Regarding Murabaha. This research was using qualitative research or field research (Field Research) with a legal and conceptual approach. The data sources were primary and secondary data, data collection techniques were observation, interviews and documentation and analyze data using triangulation of sources, techniques and time. The results of the study were basically the law of murabahah financing and the bai' bistaman ajil contract is permissible. Islam has also regulated murabahah and bai' bistaman 'ajil in detail where in its application there are provisions and terms and pillars which have also been regulated in the MUI Fatwa. However, when one of the conditions and pillars was not fulfilled, it could damage the contract and change the law. Murabahah financing with BBA contract provided by BTPN Syariah Cab. Teluk Nibung in its application did not meet the financing provisions that have been regulated in the MUI Fatwa No. 04/DSN-MUI/IV/2000.

Keywords: Murabaha, Bai' Bistaman 'Ajil.

INTRODUCTION

The current practice of financial institutions consists of bank financial institutions and even non-bank financial institutions (financing). This bank financial institution has the function of collecting funds so that they can be channeled into the form of business loans. Meanwhile, non-bank financial institutions usually only focus on channeling or raising funds. Although there are non-bank institutions that do both (Amri, 2019)

One of the surprising things when the conventional banking system of interest went bankrupt in 1997, no less than 30 banks were closed or liquidated. Then there are 55 banks in the category supervised by the National Bank Restructuring Agency (IBRA). This forced the government to help disburse financing known as Bank Indonesia Liquidity Assistance (BLBI). (Nurdiansyah, et al, 2021)

Al-Bai' Bistaman Ajil included in the category of trade and commerce permitted by sharia. Therefore, the profit from buying and selling Bai' Bistaman Ajil is lawful, while the profit from lending is usury which is forbidden by sharia. (Ascarya, 2007)

Al-bai' bistaman ajil financing is financing provided by Islamic banks to customers in

order to meet the needs of capital goods. Bai' bistaman ajil financing is a development of bai' al-murabahah. This is evident in the element of the time of payment. In bai' al-murabahah the installment period is under one year, while in bai' bistaman ajil the installment period is more than one year.

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Murabahah financing is basically an agreement between a sharia bank as a provider of capital and a customer as a borrower. The principle used is the same as the financing of Bai' Bitsaman Ajil (BBA), only the process of returning it is paid at the due date of the return. (Yenti, 2019)

The financing of trade in al-murabahah and al-bai' bistaman ajil does not include the definition of trading activities that are prohibited to be carried out by banking institutions. This is because the sale and purchase carried out by the bank is actually to fulfill the requirements of the sharia provisions, which are only contained in the document, because in reality the ownership of the goods has been transferred to the customer at once. (Nurohmah and Zaki, 2019). Thus, banks do not need to provide warehouses or showrooms, as is usually done by traders because basically banks only carry out financing activities. (Karnaen and Antonio, 1992).

Murabaha Linguistically it comes from the word *ربح* which means profit, because in buying and selling murabahah, you must explain the benefits. Meanwhile, according to the term murabahah is buying and selling at the basic price with additional profits. (Al-Zuhaili, 1984) While *Bai' Bistaman Ajil* means the purchase of goods with installment payments. Bai' bistaman ajil financing is financing provided by Islamic banks to customers in order to meet the needs of capital goods (investment). (Muslich, 2013)

The implementation of Murabahah Financing with the Bai' bistaman 'ajil contract has been clearly regulated in the Fatwa of the National Syari'ah Council No. 04/DSN-MUI/IV/2000 concerning Murabaha. However, it is very unfortunate that the implementation by BTPN Syari'ah is different from the provisions set out in the Fatwa of the MUI DSN. Therefore, the author is interested in researching murabahah financing with the bai' bistaman 'ajil contract given by BTPN Syari'ah to each of its customers.

Murabaha financing under the Bai' Bistaman Ajil contract is similar to investment credit provided by conventional banks, and therefore this financing has a term of more than one year. Al-bai' bistaman ajil is permitted based on the Qur'an Surah an-Nisa' (4) verse 29:

أَيُّهَا الَّذِينَ آمَنُوا لَا تُلَاقُوا أَمْوَالَكُمْ بِالْبَاطِلِ إِلَّا أَنْ ارْتَضَىٰ لَهَا فَيْدٌ مِّنْ بَيْنِكُمْ أَنْ تَبْتَاعُوا بِهَا سَلٰمًا

O you who have believed, do not eat each other's property in a false way, except by means of commerce, which is carried out with mutual consent between you. and do not kill yourself. Verily Allah is Most Merciful to you.

This is also in accordance with the hadith of the Prophet;

الله انّ النبي لى الله ليه لم ال: لاث البركة: البيع الى ل المقارضة لط البرّ الشعير للبيت لا للبيع.

"From Shuhaib ra that the Prophet SAW said: three actions in which there are blessings: (1) buying and selling with payment of time, (2) Muqharadhah, (3) mixing wheat with corn not for buying and selling. (HR. Ibn Majah).

The general provisions in implementing it are in accordance with the Fatwa of the National Sharia Council No. 04/DSN-MUI/IV/2000 regarding Murabahah as follows:

1. First, the bank as the seller is the party who owns the goods to be sold, and the customer is the party who buys the goods.
2. Second, the goods being traded are not prohibited goods, and the size, type and quantity are clear.

3. Third, the bank finances part or all of the price of goods whose qualifications have been agreed upon. However, in the case that the author discusses in this study, the bank finances the entire price of the goods required by the customer.
4. Fourth, the bank buys the goods that the customer needs on behalf of the bank itself, and this purchase must be legal and free of usury. Goods ordered or purchased by customers are goods that will be used as business capital.
5. Fifth, the bank must convey all matters relating to its purchase, for example if the purchase is made on debt. The buyer should be aware of the costs associated with the original price of the goods, the profit limit should be set as a percentage of the total price plus the costs.
6. Sixth, The bank then sells the goods to the customer (order) at a selling price equal to the purchase price plus the profit. In this regard, the bank must honestly tell the customer the cost of goods and the costs required. Then the price of goods is stated transparently and the payment mechanism is clearly stated.
7. Seventh, the customer pays the agreed price for the goods within a certain agreed period of time.
8. Eighth, In order to prevent misuse or damage to the contract, the bank may enter into a special agreement with the customer.
9. Ninth, 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. (Az-Zuhaili, 1984)

Murabahah with the Bai 'Bistaman Ajil contract, this is allowed by the Fatwa of the National Syari'ah Council No. 04/DSN-MUI/IV/2000 concerning Murabaha. However, in order to achieve this, there are certain conditions that must be met. After the author conducted this research, the author saw that there were several conditions that were not met by BTPN Syari'ah. As the author explained earlier, in the bai'u bistaman ajil contract transaction, BTPN Syari'ah is the seller who has the goods to sell, and the customer is the party who buys the goods. However, if the bank wishes to represent the purchase of business capital goods to the customer to purchase goods from a third party, then the bai' bistaman ajil contract must be executed after the goods, in principle, become the property of BTPN Syari'ah.

BTPN Syari'ah entered into a slightly different contract, namely setting the amount of payment or installments with Ayu's mother before the goods as business capital were purchased from a third party. In other words, each party enters into a bai'u bistaman ajil contract before the object of the contract in principle becomes the property of BTPN Syari'ah.

The author hereby declares that BTPN Syari'ah has not met the requirements in conducting bai' bistaman ajil transactions with its customers. And the author thinks that this deficiency can change the law of permissibility of the transaction and even states that transactions that are not able to meet these requirements will damage the contract and change the law to be haram.

Based on the background above, the author believes how important it is to investigate this issue more deeply with systematics and scientific methods which are unique to the world of academia. Therefore, the author is interested in conducting research in the form of a thesis entitled: "Legal Provisions for Murabahah with Bai' Bistaman Ajil (BBA) Agreement According to Mui Fatwa No. 04/DSN-MUI/IV/2000 Regarding Murabahah and Its Application in BTPN Syari'ah Cab. Teluk Nibung, Tanjung Balai City"

RESEARCH METHOD

The type of research used was empirical law research or field research. This study examined various legal provisions that apply to society. This research was used to examine the data contained in the community, after the data was collected then the next step is to identify the problem and then find a solution to the problem. (Waluyo, 2002)

In this study, the author used the nature of analytical descriptive research, which was using the facts found in the field as they were. Then the facts obtained were analyzed in such a way as to give weight to this research. (Subandi, 2011) In this study used two approaches, such as

Legislative Approach (Statute Approach), and Conceptual Approach (*Conceptual Approach*) (Light, 2020)

The location of this research was in Tanjung Balai City, more precisely at BTPN Syariah Telung Nibung Branch. Observing directly the financing of the local community's business capital with PMD products from BTPN Syariah using the bai' bistaman ajil (BBA) contract and the suitability of its application according to MUI Fatwa No. 04/DSN-MUI/IV/2000 Regarding Murabaha. Teluk Nibung sub-district has 5 sub-districts as follows:

Table 1**BTPN Syari'ah Cab Customer Data. Teluk Nibung, Tanjung Balai City in 2019**

NO	WARD	CENTER	CUSTOMER
1	Kuala Kapias Shoal	4	60
2	Crocodile Island Kapias	3	45
3	Sand Dunes	4	48
4	Struggle	4	52
5	Sei Merbau	3	36
Amount		18	241

Table 2**BTPN Syari'ah Cab Customer Data. Teluk Nibung, Tanjung Balai City in 2020**

NO	WARD	CENTER	CUSTOMER
1	Kuala Kapias Shoal	4	64
2	Crocodile Island Kapias	3	44
3	Sand Dunes	4	40
4	Struggle	4	50
5	Sei Merbau	2	35
Amount		18	233

Table 3**BTPN Syari'ah Cab Customer Data. Teluk Nibung Tanjung Balai City in 2021**

NO	WARD	CENTER	CUSTOMER
1	Kuala Kapias Shoal	4	70
2	Crocodile Island Kapias	3	50
3	Sand Dunes	4	45
4	Struggle	4	57
5	Sei Merbau	3	55
Amount		18	277

The sample is part of the selected population and represents the population. Therefore, the author determines the amount is 20% of the total number of customers who carry out Murabahah financing with the Bai' Bistaman Ajil contract and are active in installment payments according to the author's qualifications.

The subjects in this study are BTPN Syariah customers who live in Teluk Nibung District, Tanjung Balai City and BTPN Syariah Community Officers. In order to obtain accurate data or information, informants are needed.

The main research informants are the Sentra Trustees and customers who know and experience directly the Murabahah Financing process with the Bai' bistaman Ajil contract at BTPN Syariah Teluk Nibung District. The informants that will be used in this research are as follows:

1. Community Officer / BTPN Syariah Center Supervisor.
2. Head of the Center.
3. BTPN Syariah customers.

The primary data of this study is the result of interviews with researchers from an employee of BTPN Syariah Teluk Nibung Branch, Tanjung Balai City as a Community Officer and also 54 BTPN Syariah customers who live in Teluk Nibung District. Secondary sources, namely data obtained from the literature. Namely sourced from the National Sharia Council Fatwa No. 04/DSN-MUI/IV/2000 concerning Murabaha. As well as books, scientific journals and other supporting research data. Data collection techniques in this study, among others:

1. Interview (Interview)

This research is qualitative, so the data collection tool is an interview. (Rachmawati, 2007) The interview that the author conducted was to obtain primary data, so the author interviewed BTPN Syariah employees as Community Officers and a number of BTPN Syari'ah Cab customers. Teluk Nibung, Tanjung Balai City.

2. Observation

Observations were made by the author on the implementation of the payment of dues. (Hasanah, 2016) In this study, the fees are per week and are carried out by BTPN Syari'ah officers with each customer to make it easier to classify data in order to understand the problems in this study.

3. Documentation

The study of the document carried out by the author is very important, considering the provisions for the implementation of murabahah financing with the Bai' bistaman ajil contract. 04/DSN-MUI/IV/2000 concerning Murabaha. In this study, data analysis was carried out by adopting the following steps:

- a. Collect all data, both from primary and secondary data sources.
- b. Examined and understood, after the data has been collected, the researcher studies and understands it before the next stage.
- c. Data clarification, from the data that has been collected then clarifying the data.
- d. After the data is clarified, the data is connected with the existing components as found, so that conclusions can be drawn from the results of the study.
- e. Provide internal conclusions from the results of the study.

In this study, the author uses source triangulation, which means that the researcher compares the information obtained from one source to another. (Pratiwi, 2017). Then dig the same source with the source with different techniques and determine the right time.

DISCUSS AND ANALYSIS

A Brief History of BTPN Syari'ah

The company was originally established under the name PT Bank Purba Danarta (BPD) based on the Deed of Establishment No. 10 dated March 7, 1991, which was later amended by the Deed of Amendment to the Articles of Association No. 39 dated May 25, 1992, and Deed of Amendment No. 25 dated 11 July 1992, all three of which were made before Haji Abu Jusuf, SH, Notary in Jakarta, which has been approved by the Minister of Justice of the Republic of Indonesia, as amended from time to time and hereinafter referred to as the Minister of Law and Human Rights of the Republic of Indonesia (Menkumham) based on Decree No. C2.5839.HT.01.01-TH.92 dated July 21, 1992, which has been registered in the general register at the Registrar's Office of the Semarang District Court on July 30, 1992 under No. 206A/1992/II, and has been announced in the State Gazette of the Republic of Indonesia No. 81 dated October 9, 1992, Supplement No. 5020 (“Deed of Establishment”) with a business license to conduct business activities as a Commercial Bank obtained based on the Decree of the Minister of Finance of the Republic of Indonesia No. 1060/KMK.017/1992 dated October 14, 1992. Subsequently, the Company changed its name to PT Bank Sahabat Purba Danarta in 2009, and finally changed its name to PT Bank Tabungan Pensiunan Nasional Syariah, as based on the

Deed of Amendment to the Articles of Association no. 25 dated 27 August 2013 drawn up before Hadijah, SH, M.Kn., Notary in Jakarta and has received approval from the Menkumham based on Decree No. AHU-50529.AH.01.02. 2013 dated October 1, 2013 and has been announced in the State Gazette of the Republic of Indonesia Number 94 of 2013, an additional State Gazette of the Republic of Indonesia No.

On January 20, 2014, the Extraordinary General Meeting of Shareholders of BTPN approved the separation of the Sharia Business Unit of PT Bank Tabungan Pensiunan Nasional Tbk (UUS BTPN), in which the establishment of the UUS BTPN previously obtained approval based on Bank Indonesia Letter No. 10/2/DPIP/Prz/Bd dated January 17, 2008, from BTPN as stated in the Deed of Separation of BTPN's Sharia Business Units By Transfer of Rights and Obligations to the Company No. 8 dated July 4, 2014, made before Hadijah, SH, M.Kn., Notary in Central Jakarta. The spin-off is carried out by referring to Bank Indonesia Regulation No. 11/10/PBI/2009 as amended by Bank Indonesia Regulation No. 15/14/PBI/2013 concerning Sharia Business Units (PBI Sharia Business Units).

PT Bank Sahabat Purba Danarta (now a Company), has obtained the approval of the Financial Services Authority to convert its business activities from the previous business activities of conventional commercial banks to the business activities of Sharia commercial banks based on the Financial Services Authority Letter No. S 67/PB.131/2014 dated May 23, 2014 regarding the Decision on the Granting of Business Licenses for Conventional Commercial Banks to Become Sharia Commercial Banks issued by the Director of Research, Development, Regulation and Licensing of Islamic Banking.

Vision, Mission and Corporate Values of BTPN Syari'ah

BTPN Syariah's corporate vision is to become the best Islamic bank for financial inclusion, changing the lives of millions of Indonesians. BTPN Syariah's corporate mission is together, we create opportunities for growth and a more meaningful life.

Table 4

BTPN Syari'ah Cab Customer Data. Teluk Nibung Tanjung Balai City in 2021

NO	WARD	CENTER	CUSTOMER
1	Kuala Kapias Shoal	4	70
2	Crocodile Island Kapias	3	50
3	Sand Dunes	4	45
4	Struggle	4	57
5	Sei Merbau	3	55
Amount		18	277

Before discussing regulation relates sharia in Indonesia, first understanding must be recognized is Law No. 21 of 2008 is the basic regulation that regulates all sharia conduct in Indonesia. Meanwhile fatwa is independent rule that is not attached for Indonesian people but becomes the support regulation. Law No. 21 of 2008 does not regulate murabahah principal specifically but it regulate in DSN MUI Fatwa NO. 04/DSN-MUI/IV/2000 Regarding the Murabahah that's why that has been stated before Fatwa becomes the support regulation to complete Law No. 21 of 2008.

From the DSN MUI Fatwa NO. 04/DSN-MUI/IV/2000 Regarding the Murabahah used by BTPN Syariah above, there are several points that are not used and implemented, namely the eighth point and the ninth point which says: to prevent misuse or damage to the contract, the bank can enter into a special agreement with the customer. And if the bank wants to represent the customer to buy goods from a third party, the murabahah sale and purchase agreement must be carried out after the goods in principle become the property of the bank.

In the use of the MUI DSN Fatwa No. 04/DSN-MUI/IV/2000 Regarding Bank BTPN's Murabahah in the Future Package Financing Product, it is inconsistent and not comprehensive in

using the DSN fatwa applied in the Future Package financing. Especially in terms of ownership status of the goods or objects in the contract. In practice, the Future Package financing contract is a contract without ownership of the goods or the goods have not in principle belonged to the bank. It was confirmed in the DSN MUI fatwa No. 04/DSN-MUI/IV/2000 Regarding Murabahah in the ninth point general provisions that "if the bank wants to represent the customer to buy goods from a third party, the murabahah sale and purchase contract must be carried out after the goods in principle become the property of the bank." From the research conducted by the author in the field, the author found several indicators of the problem, this can be seen from the procedure for the Future Package financing contract, namely:

1. Customers do not understand the Future Package financing product at Bank BTPN Syariah which uses a murabahah/bai' bistaman ajil contract which they know only requires a loan of money and when they have to pay.
2. At the time of the Basic Membership Training it was stated that PMD consisted of basic loans (business capital financing), housing loans and loans for education. Whereas in Islamic Economics there are no loans but financing. (Siregar, et al, 2019)
3. Determine the Financing Ceiling, where the margin/profit is based on the ceiling offered to customers. Whereas in Islamic Economics the calculation of the margin/profit must be based on the price of the goods.
4. The legal basis for the DSN MUI Fatwa No. 04/DSN-MUI/IV/2000 Regarding Murabahah based on the general provisions used in PMD products at BTPN Syariah, it is not comprehensive, only using 7 points, namely the first to seventh points, while the eighth and ninth points are not used.
5. The implementation of the Future Package Financing (PMD) contract uses wakalah and bai' bistaman ajil contracts when the object is contracted in the form of money which is given directly to the customer to buy goods. The financing contract should be carried out if the goods already exist / have been purchased and have become the property of the bank. If it is a customer who buys goods, it must be proven by proof of receipt of the purchase of goods at the time the contract is made. It can be said that banks are very careful and do not want to take risks, in the absence of ownership of goods by the bank. (Muhammad and Setyoningsih, 2018)
6. Improper placement of financing contracts in the Future Package financing product at Bank BTPN Syariah, because the murabahah/bai' bistaman ajil contract is one of the forms of buying and selling, so this contract only applies to buying and selling practices, not for business capital.

In the Future Package financing product contract at Bank BTPN Syariah there are no goods purchased, so there is no difference in the murabahah profit or margin contained in the Future Package financing product contract with interest at Conventional Banks.

The explanation in the book of Fiqh Maqosid Syari'ah by Yusuf Qardhawi that, Maqasid as-Syariah is a very important thing in human life. In the aim of maintaining three aspects of living life, namely: darruriyyat, hajjiyat, tahsiniyat, which also uses qiyas, istihsan, al-Maslahah al-Mursalah and Urf, as methods in drawing conclusions. Where what is meant by benefit is maintaining the main aspects, namely hifz ad-din (maintaining religion), hifz an-nafs (maintaining the soul), hifz al-aql (maintaining reason), hifz an-Nasl (maintaining offspring) and hifz al- Mall (maintaining property). (Al-Qardhawi, 2006)

The researcher observed that BTPN Syariah's Future Package Financing activities using the Murabahah/Bai' bistaman ajil contract were not in accordance with the provisions of the MUI DSN Fatwa No. 04/DSN-MUI/IV/2000 Regarding Murabaha. So that it has an impact on the law and changes the law to become unlawful. One of the objectives of Islamic law is to preserve property. Maintaining property, in terms of its importance, can be divided into three levels:

1. Daruriyyat needs.

Daruriyyat (primary) needs are the main needs that must be protected or maintained

(religion, soul, mind, lineage and property) as well as possible by Islamic law so that the benefit of human life can actually be realized.

a. *Hajiyat's Needs*

Hajiyat (secondary) needs are needs needed by humans to achieve primary needs such as the implementation of human rights. Acts belonging to the *hajiyat* group are those that do not directly threaten the existence or damage the five basic needs but are actions that can help humans or make it easier for humans to achieve *maqosidus sharia*. (Arfiliananda, and Shofawati, 2018) If it is not implemented, it will complicate and narrow the way for humans in their efforts to maintain *Maqosidus Shari'ah*.

b. *Tahsiniyyat Needs*

The need for *tahsiniyyat* (tertiary) is the need for human life that supports primary and secondary needs. (Alkautsar, and Hapsari, 2014) Acts that are included in the *tahsiniyyat* group are actions that are carried out to complement, improve the implementation of *Maqosidus Syariah* to improve the quality and dignity of human life by carrying out perfection in achieving *Maqosidus Syari'ah*.

In the use of the MUI DSN Fatwa No. 04/DSN-MUI/IV/2000 Regarding Bank BTPN's *Murabahah* in the Future Package Financing Product, it is inconsistent and not comprehensive in using the DSN fatwa applied in the Future Package financing. Especially in terms of ownership status of the goods or objects in the contract. In practice, the Future Package financing contract is a contract without ownership of the goods or the goods have not in principle belonged to the bank. It was confirmed in the DSN MUI fatwa No. 04/DSN-MUI/IV/2000 Regarding *Murabahah* in the ninth point general provisions that "if the bank wants to represent the customer to buy goods from a third party, the *murabahah* sale and purchase contract must be carried out after the goods in principle become the property of the bank."

Through this theory, the writer concludes that the agreement they made violates the laws and regulations as in research problems. Where the customer and bank transaction contracts are not in accordance with the provisions of the MUI Fatwa No. 04/DSN-MUI/IV/2000 Regarding *Murabahah*, the agreement of the parties is invalid and has no legal force.

The general provisions for *murabahah* as stipulated in the DSN-MUI Fatwa are as follows:

- 1) First, the bank as the seller is the party who owns the goods to be sold, and the customer is the party who buys the goods. Contractors must be legally capable of accepting and carrying out their rights and obligations. Both parties must also enter into a *murabahah* contract that is free from usury, because usury is unlawful based on the Qur'an, sunnah and *ijma'*.
- 2) Second, the goods being traded are not prohibited goods, and the size, type and quantity are clear. So every object whose benefits are lawful according to the *syara'* then the object may be sold, because the object was created to be used by humans.
- 3) Third, the bank finances part or all of the price of goods whose qualifications have been agreed upon. However, in the case that the author discusses in this study, the bank finances the entire price of the goods required by the customer.
- 4) Fourth, the bank buys the goods that the customer needs on behalf of the bank itself, and this purchase must be legal and free of usury. Goods ordered or purchased by customers are goods that will be used as business capital.
- 5) Fifth, the bank must convey all matters relating to its purchase, for example if the purchase is made on debt. The buyer should be aware of the costs associated with the original price of the goods, the profit limit should be set as a percentage of the total price plus the costs.
- 6) Sixth, The bank then sells the goods to the customer (order) at a selling price equal to the purchase price plus the profit. In this regard, the bank must honestly tell the customer the cost of goods and the costs required. Then the price of goods is stated transparently and the payment mechanism is clearly stated. (Veitzhal and Rivai, 2008)
- 7) Seventh, the customer pays the agreed price for the goods within a certain agreed period of time.
- 8) Eighth, In order to prevent misuse or damage to the contract, the bank may enter into a special

agreement with the customer.

- 9) Ninth, 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.

Like the transaction that has been made by Mrs. Ayu opening a Laundry business then submitting an application for business capital financing to the bank in March 2020 for a washing machine with a price of Rp. 3,000,000 later the bank approved Ayu's mother's request, the Bank represented a number of goods whose qualifications had been agreed upon to Ayu's mother to buy them from a third party, but unfortunately before they bought the goods, the bank and Ayu's mother had made the financing agreement, they enter into a contract before the goods are purchased and do not yet belong to the bank. On the same day, the bank has also determined the financing of Ibu Ayu's business capital of Rp. 3,000,000 with installments of Rp. 114,000 in a period of 16 months. This installment payment obligation is made 2 times a month (Juniarti, 2020)

And also the transactions carried out by Mrs. Faizah is a trader, at home she opens a selling business besides selling snacks and groceries, Mrs. Faizah also sells Gas, Mrs. Faizah is a customer of BTPN Syariah Cycle 5. Mrs. Faizah has been trading for quite a while and has received Package financing The future of BTPN Syariah is Rp. 8,000,000. Initially the trading business was owned by his parents, but due to the age of his parents, the business is now managed by Faizah's mother and her husband. Mrs. Faizah also explained that the stages of financing she received were the same as the other members. Initially, Ms. Faizah submitted an application for business capital financing to BTPN Syariah. Then the Bank provided him with Basic Membership School and Training and the final stage was the submission of financing funds or disbursement. after they did the contract and disbursement, faizah's mother received the money and then spent it as business capital. Two weeks later, Faizah's mother began to pay the first installment and then also gave a report on what merchandise she had purchased (Faizah, 2021)

The researcher concludes that the Bank gives some money to customers to represent the bank to buy the goods they need as business capital financing and then carry out a bai' bistaman ajil financing contract at the same time when the money is handed over or disbursement. Meanwhile, at that time the goods that became the object of the contract had not been spent by the bank or in other words not yet in principle belonged to the bank. Make the financing contract that they do to be damaged and change the law to be haram.

CLOSURE

Conclusion

PT Bank Tabungan Pensiunan Nasional Tbk has embraced and reached a segment that has not been touched by banking, namely the productive poor segment. BTPN Syariah also provides access, services and banking products according to sharia principles so that they can strengthen their intentions to realize their dreams of achieving a better life BTPN Syari'ah has Funding Products as well as financing. In the use of the MUI DSN Fatwa No. 04/DSN-MUI/IV/2000 Regarding Bank BTPN's Murabahah in Future Package Financing Products, it is inconsistent and not comprehensive in using the DSN fatwa. In practice, the Future Package financing contract is a contract without ownership of the goods or the goods have not in principle belonged to the bank.

Suggestion

There is also no bargaining between the Bank and the Customer regarding the price of the goods that are the object of the contract, because BTPN Syariah has Determine the Financing Ceiling, where the margin/profit is based on the ceiling offered to customers. Whereas in Islamic Economics the calculation of the margin/profit must be based on the price of the goods.

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