

Murabahah Financing Contracts in Bank Syariah Indonesia Parepare

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Abstract

Bank Syariah Indonesia Parepare is a branch of Bank Syariah Indonesia which operates in the field of buying and selling financing and profit-sharing financing (Murabahah and Musyarakah). This research aims to analyse and identify the provisions and rules for implementing Murabahah contracts in financing, analyse and identify the process of implementing Murabahah contracts in financing. This research is qualitative research which includes direct observation, document collection, and meetings and interviews with bank officials, employee representatives, and several bank customers. The analysis of research data is carried out through a process of data reduction, presentation, and drawing conclusions from research data. The findings of this research indicate that the consistency of the government and banks in socializing and making policies regarding the existence of Bank Syariah Indonesia still needs to be improved. Likewise with public awareness and knowledge of the Sharia financing system that applies at Bank Syariah Indonesia. Apart from that, Indonesian sharia bank officers' understanding of the mechanisms and provisions of sharia financial institutions must be continuously upgraded at all times.

Keywords : Bank Syariah Indonesia, Akad Murahabah, customer, financing

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1. INTRODUCTION

Sharia Bank is a type of bank that carries out its business activities based on sharia principles and Islamic law (Husnaini et al., 2022; Jalaludin, 2022; Sholikin et al., 2021; Suryani, 2013). Islamic banks do not charge or receive interest on the loans they provide to their customers, because according to Islamic law, giving interest is prohibited. (Al-Atsari, 2018). The system used by Islamic banks is to use a profit-sharing system instead of interest in generating profits. In Islamic law, banks are Islamic financial institutions, medium-term Islamic securities, Islamic securities, Islamic funds, Islamic home loans, Islamic financial institution pension funds, and Islamic business entities. In practice, sharia banks must also ensure that their business activities do not conflict with sharia principles, such as not running a sharia product business that is contrary to Islamic teachings, such as liquor, gambling, and so on. Islamic banks must also ensure that their business activities do not harm

society or cause harm to other people. The creation of the implementation of the Islamic economy has existed since the advent of Islam.

In Indonesia, the development of Islamic banks has experienced significant growth in recent years. Based on data from the Financial Services Authority (OJK), in January 2022 the number of Islamic Commercial banks in Indonesia consist of 12 banks, Number of Conventional Banks that have Sharia Business Unit consist of 21 units and Sharia Rural Bank consist of 164 banks. This growth certainly shows that public interest in Islamic banking products is increasing. One of the service products offered to its customers by Bank Sharia Indonesia is Financing. Financing can be used by customers to meet consumptive or investment needs. In the industry, there are several types of financing that can be chosen by customers, including financing based on sharia principles (Otoritas Jasa Keuangan, 2022)

Murabahah financing is the most common type of financing used by Indonesian Sharia Banks. Murabahah is a contract of buying and selling goods at a certain price plus an agreed profit (Mulyani, 2021). In murabahah, the seller must announce the value of the cost of goods he has purchased, and also determine the value of the profit. Wakalah means transferring, delegating or entrusting. In the meaning of Muamalah, Wakalah is the delegation of authority from one person (Muwakkil) to another person (Deputy) in this case what is meant by Represent (Melina, 2020).

Efforts to develop Islamic financial products require special processes and knowledge because they are required to combine various disciplines (Al-Atsari, 2018; Amnawaty & Devita Sari, 2022; Irawan & Anisah, 2021; Muslimah et al., 2021; Pertiwi, 2019; MK Putri et al., 2021; Rosdaniah & Aziz, 2022). Limited human resources who have special knowledge, causing different opinions among Islamic banks in implementing their products. One Musyarakah product is a cooperation agreement between two or more parties for certain trades, in which each party contributes funds (charity/expertise) with the agreement that profits and risks will be shared according to the agreement (Rifa'i, 2017).

In practice, murabahah is a contract of sale and purchase of goods at a basic price plus a profit agreed by both parties (A. R. Putri et al., 2022; Sani & Indriyani, 2020; Setiyawati et al., 2021; Tantika, 2018) which is done wakalah (Arwanita et al., 2022; Nelly, 2021; Pramesti et al., 2022; A. L. Putri et al., 2018; A. R. Putri et al., 2022; Sani & Indriyani, 2020; Setiyawati et al., 2021; Tantika, 2018), namely the transfer of power from one person to another by entering into an agreement with the intent and purpose of doing something that is legally and legally justified as long as the representative is still alive (Sa'diyah and Aminuddin, 2019)

Among the forms of sharia financial financing products, most of the transaction activities carried out by the Bank Syariah Indonesia Parepare is sale and purchase financing and profit-sharing products (Murabahah and Musyarakah). The implementation of the Murabahah and Musyarakah contracts is sharia financial financing in Indonesian Islamic banks, which is most dominantly used in channelling funds by Parepare citizens. However, from the results of the information obtained, most of the citizens in Parepare are more likely to choose to use conventional bank.

The data showed that almost 70% of citizens use conventional financing, while only 30% do so. Using sharia financing, the funds taken are used to meet their daily needs or used for business capital such as MSMEs or other businesses. Parepare itself is a city where there are many MSME actors, especially those engaged in the WARKOP (Coffee Shop) business. Parepare is also commonly called the City of Coffee Shops where every point and corner have a coffee shop. The presence of the coffee shop has a direct impact on investment and increased budgets which will encourage the increased of transactions of goods and services (Syathiri & Adhitama, 2022).

In this case it is an awkwardness for the researcher himself as one of the people who has the motivation to expand knowledge about Islamic economics, especially helping Indonesian Islamic banks to find solutions to problems in Islamic financial financing products at bank Syariah Indonesia Parepare. This is due to the implementation of the Murabahah contracts at the BSI Parepare, the community or the customer assesses that there are still several requirements and procedures that are not in accordance with the provisions based on the applicable *fatwa*, one of which is the agreement of the two cards where the order is in the agreement or signed cannot be exchanged. Murabahah in sharia financing according to the provisions should be used for consumptive needs such as small, medium and other business loans, but in reality, at BSI Parepare, the contracts are used for productive financing which is not in accordance with the provisions in terms of contract participation, and this may be one of the reasons why the people of the city of Parepare prefer conventional financing to sharia financing. This is one of the issues that will be discussed in this study and then discusses the provisions regarding sharia financing procedures, problems in their implementation, and sharia principles that affect the implementation of the financing of the contract.

Based on the above issue, the authors are interested in conducting research to obtain further information about Bank Syariah Indonesia products, namely Products of Murabahah Contracts at Bank Syariah Indonesia Parepare. In this study, the main problem is focused on the implementation of Murabahah contracts which focus on financial financing products at Bank Syariah Indonesia Parepare. The objectives to be achieved from this research include analyzing and knowing the

provisions and rules for implementing Murabahah contracts in financing, analyzing and knowing the process of implementing Murabahah contracts in financing.

2. METHOD

This type of research is field research, which is descriptive qualitative in nature and seeks to understand the implementation of Murabahah contracts in financing products at the Bank Syariah Indonesia Parepare. The approach used in this study is a qualitative approach. The research was carried out at the Branch of Bank Syariah Indonesia in Parepare City because the financing institution has a business product, namely sharia financing through Murabahah contracts. This research will be carried out in a period of approximately 2 months. In its implementation, researchers made direct observations of the implementation of murabahah financing contracts Bank Syariah Indonesia Parepare.

Types and sources of data for this study include personal documents (Alfansyur & Mariyani, 2020; Mussardo, 2019) namely documents of Bank Syariah Indonesia Parepare relating to research, such as profiles, history, vision and mission, organizational structure, buildings and facilities, regulations and laws, statistics, pictures and related matters, as well as service products on offer. The next data source is Field notes (Field Data) (Information Channel, 2019; Sifa, 2017) is a record of research results and researchers' observations of each library research activity. The last data source is Interview Data (Ashraf et al., 2020; Hartmann-Hirsch & Amétépé, 2023; Jokila et al., 2021) namely data obtained from the results of question-and-answer researchers with several sources or informants such as Branch Heads, staff, and customers.

To test the accuracy/authenticity of the data, researchers used a triangulation technique (Ashour, 2018; Dzwigol, 2020; Soenjoto & Ulya, 2021). Triangulation is a data collection technique that combines various data collection techniques and existing data sources. The author does this with the aim of testing the credibility of the data/information that has been obtained from informants (Novrizal alfian, 2015). Triangulation test is a technique of checking the validity of data by using something else for the purpose of checking or comparing data. Furthermore, the data will be analysed in stages starting from Data Reduction, namely reducing

interview data, then Data Presentation (Data Presentation) and the last is Concluding Drawing/Verification (Withdrawal of Conclusions).

3. RESULT AND DISCUSSIONS

3.1. Terms of the Murabaha contract at Bank Syariah Indonesia Parepare

The financing provisions for the Murabahah contract imposed by the BSI Parepare branch are guided by the relevant MUI fatwa. These provisions cover aspects such as profit margin calculation, acquisition cost calculation, profit and loss sharing, as well as the terms of the transaction implementation of the two contracts. As a sharia financial institution, the BSI Parepare branch will always follow and comply with the MUI fatwa regarding the financing of Murabaha and Musyarakah contracts which are renewed by the MUI to ensure the implementation of financing is in accordance with established sharia principles.

In sharia financing at Bank Syariah Indonesia, the Parepare branch for collateral and collateral arrangements is determined from each financing product proposed by the customer. For financing the purchase of a house/griya, the certificate of the house can be used as collateral. Meanwhile, for financing the purchase of vehicles, the BPKB of the vehicle can be used as collateral or collateral. Apart from that, BSI also provides for customers who do not have collateral, there is a choice of Mitraguna Consumer products that can be considered. In Consumer Mitraguna products, guarantees can be in the form of transfers of salary (payroll) and certificates (SK) which are used as collateral/collateral. However, for financing without collateral or collateral, BSI offers financing options for PUR (General Retail Financing) products with a financing limit of 100 million or with certain limits.

In the implementation of sharia financing at Bank Syariah Indonesia Parepare risks that may arise and be experienced by the bank such as the risk of incompatibility between the customer in applying for financing to the bank based on a contract that has been determined in sharia principles, credit risk where the customer has are no longer able to fulfill their obligations in making payment/payment of financing in accordance with the agreement that has been done together, and the risk of asset value related to fluctuations in the value of assets that are the object of financing where this can affect the repayment value in

financing or the value of collateral such as vehicles or houses, as well as legal risks and sharia compliance risks occur due to violations of laws and regulations or sharia principles that are not in accordance with policies and procedures in sharia financing at BSI.

However, sometimes in the implementation of sharia financing at the BSI Parepare, there are violations by customers who are not in accordance with sharia principles. The BSI itself provides sanctions or penalties that vary depending on the level of violation and the policies of BSI's internal parties including: Warnings where this warning aims to provide opportunities for related parties who commit violations, Guidance and Education where the bank provides guidance and education to parties who violate to further enhance their understanding of sharia principles in sharia financing transactions, Administrative Sanctions.

3.2. Implementation of Murabahah Contract Financing at Bank Syariah Indonesia Parepare City Branch

In interviews conducted by researchers with employees of the microfinance analysis section whose job is to carry out enumerations including conducting an analysis of business potential at the beginning of the establishment of the Bank Syariah Indonesia cabang Parepare, which revealed:

"At the beginning of the formation of Bank Syariah Indonesia cabang Parepare, we conducted analysis and calculations regarding business potential in 24 sub-districts from 4 sub-districts in Parepare, after that we conducted analysis on markets or core market analysis in Parepare such as Senggol Market, Sumpang Minangae, Labukkang Market, and Lakessi Semi Modern Market. We also do this in four branches of Bank Syariah Indonesia which are scattered in the Atapparaeng section, including the Enrekang, Pinrang, Sidrap, Watangsoppeng, and Wonomulyo areas to find out the calculation of opportunities for sharia financing / business capital for business actors."

From the interviews conducted above, it was revealed that the bank's analysis section carried out calculations and analysis of the business potential of 24 sub-districts from 4 sub-districts in Parepare. From these locations, Bank Syariah Indonesia also conducted an analysis of several markets in Parepare, including Senggol Market, Sumpang minangae

Market, Labukkang Market, and Lakessi Semi Modern Market. In addition, Bank Syariah Indonesia Parepare also conducts a market calculation analysis outside of Parepare or several sub-branch offices located in the Atappareng area such as Enrekang, Pinrang, Sidrap, Watang Soppeng and Wonomulyo from all of these locations, the Sharia Bank performs calculations regarding financing opportunities business/business capital for business actors.

Bank Syariah Indonesia Parepare has two segments in its financing, namely, Micro Banking Financing and Consumer Banking (Consumer) Financing. The micro banking financing segment is for businesses that aim for working capital and investment to support business and business operations such as productive small micro and medium micro businesses. This was disclosed by the micro sales head (MSH) at Bank Syariah Indonesia who said:

"Bank Syariah Indonesia Parepare currently has 2 financing segments, the first is microfinance which aims to facilitate and distribute working capital to entrepreneurs who lack capital and make investments to support business development, then the second is consumer financing (consumers) where financing It aims to meet consumption needs such as buying vehicles, housing, building houses, and renovating houses."

From the results of the interview above, there are two types of financing provided by the Bank Syariah Indonesia Parepare, namely microfinance and consumer financing. This type of microfinance aims to invest in working capital and support the development of the business being run. Meanwhile, this type of consumer banking financing has a goal, namely to distribute consumptive financing funds such as financing for the purchase of vehicles, houses, shop buildings, plots of land, house construction, and home renovations.

The two financing segments, both consumer banking and micro banking, use Murabahah and Musyarakah Akad financing, which of course have different mechanisms for each segment. As stated by a section of the Financing Administration Head (FAH) at Bank Syariah Indonesia as follows:

"The financing agreement for the Murabahah and Musyarakah Contracts was signed after the Wakalah Contract agreement was approved. The contract used in the financing is a Murabahah"

contract or Musyarakah contract. First, the customer is required to submit an application along with a list of financing plans (DRP), now from this DRP the contract will be used as a reference by the bank later in identifying each determination of customer needs and then it will be adjusted for each type of item and specification of needs in the Wakalah Agreement. Furthermore, the customer is required to deposit proof of receipt of purchase of goods in the form of a purchase note or purchase receipt, which is commonly called a goods purchase receipt (TTPB). After the customer receives working capital financing based on the provisions of a maximum of 14 working days.

The process of implementing Murabahah financing at Bank Syariah Indonesia Parepare must be carried out with full responsibility, transparency, prudence, and of course avoid elements of gharar. This was stated by one of the BSI employees in the Internal Control section whose job is to audit or control, who in his interview said:

"In a murabahah contract, the implementation of the contract must be explained by each employee/employee of the bank itself, by reading the contract clearly regarding the price value contract, bank purchase price, deposit, instalment payment, and how much is the initial payment (down payment) including an explanation regarding How much profit does the bank get as a fee for services to customers. In accordance with sharia principles, basically everything must be explained in detail to customers. Then if both parties have agreed/agreed on all of these things, then the Murabahah Contract can be signed and executed."

Then an explanation regarding the procedure for submitting an application for financing a Murabahah contract submitted by the Bank's section Sales Head Consumer say:

"In the process of applying for financing for a Murabahah contract, the customer must first make a submission by filling out the financing application form (FAP) by completing the required documents. Why is FAP filling important? because in the FAP itself there is a signature of the prospective customer and this is a permit for the bank to conduct an initial

examination regarding the quality of the applicant's/prospective customer's financing with a financial/financing institution elsewhere first."

In the process of implementing a Murabahah contract, the customer can apply for financing according to his wishes, including buying goods such as houses, cars or other goods. An example of using a Murabahah contract in home ownership is when a customer wants to buy a house and a vehicle, the customer can use a murabaha contract through financing at an Islamic bank in which the bank will buy the item and then sell it to the customer at a higher price in accordance with the mutual agreement between the bank and customers. The implementation of the Murabahah contract, payment transactions can be carried out using the instalment system according to the agreed time. But before the transaction is carried out, of course this requires the completeness of the documents or which are the requirements for the Murabahah contract according to what is stated in the Implementation Guidelines for Bank Syariah Indonesia Parepare Financing, including the following:

Purchase Statement or record of payment of purchase of goods (call *memo*) that the bank has purchased goods from the supplier (goods supplier). If the sale and purchase transaction is represented, then there must be the application of a Wakala or a power of attorney and a statement from the person who has been given the power of attorney, which contains a representative for the purchase of the goods. This is done with the aim of preventing the occurrence of irregularities and problems in the process of Murabahah Akad transactions related to the realization or intent and purpose of the use of financing funds. As an interview that was conducted with one of the employees in the micro sales head (MSH) section who said the following:

"When a prospective customer submits a financing application, we on the part of the bank always ask for a list of plans to purchase goods (DRP) or a list of needs which is one of the requirements for prospective customers, where the goal is of course to make it easier to analyse the ratio/financing situation at the bank, mainly used as material for us in confirming/verifying supplier companies (goods suppliers) regarding plans to purchase goods that will be carried out

by prospective customers. Now that the DRP has been entered, in accordance with the principles of the Bank, basically our party will supervise and control purchases from suppliers. So therefore, for the Wakalah, it must refer to the contents in the DRP of goods which have previously been completed by the customer and checked with the aim of avoiding problems and direct irregularities in the process of providing funding. In that case, we pay very close attention to it. Why? because in that case if there is a difference between the needs and purchase plans and the realization of the purchase of goods, then we may not recognize this as the result of income or we do not include it in the income record because it is included in the category of non-halal income or comes from ghorar transactions. " we really pay attention with great care, why? because in that case if there is a difference between the needs and purchase plans and the realization of the purchase of goods, then we may not recognize this as the result of income or we do not include it in the income record because it is included in the category of non-halal income or comes from ghorar transactions. " we really pay attention with great care, why? because in that case if there is a difference between the needs and purchase plans and the realization of the purchase of goods, then we may not recognize this as the result of income or we do not include it in the income record because it is included in the category of non-halal income or comes from ghorar transactions."

A binding collateral/guarantee contract will be drawn up by involving a notary in accordance with the principle of implementing a Murabahah Contract. For banks, the existence of a guarantee is a Second Way Out or commonly called another funding source in financing payments, when the First Way Out or funding source for the first financing payment cannot be expected or is unable to be paid, then the customer can no longer be trusted to pay the refund of the financing. It is important to make a guarantee binding agreement in front of a notary to prevent problems/irregularities from occurring and unwanted matters, for example when a customer negligence occurs, the collateral can be taken which results in legal risks.

The application of Mortgage Rights (HT) is carried out based on Law no. 4 of 1996. This was revealed through interviews conducted with one of the Chief Financial Officers at Bank Syariah Indonesia Parepare:

"The application of this APHT is in accordance with the Law on Mortgage, then the object of this Mortgage can be land and other related items from the land. So, it's not only the building, but also the items inside that are interrelated. In this case, the APHT must clearly identify the owner of the guarantee, including his place of residence, then this must be explained properly and in detail, including the possibilities that arise and matters regarding if the customer does not fulfil these obligations.

If the customer cannot fulfil his obligations based on the mutual agreement that has been made, then the Bank as the holder of the Mortgage is entitled to the object. This was disclosed by one of the Bank's employees as part of the Collection Remedial Head of Bank Syariah Indonesia Parepare in his interview as follows:

"If the customer is no longer able to fulfil his obligations and pay the instalments for his financing, in accordance with the principle, a settlement process needs to be carried out which has an impact on expropriation or mortgage rights over collateral based on the procedure. But before that, the bank must always look for solutions by conducting considerations and meetings with customers. We have a program called Mediation as a form of our Ta'awun service to our customers. Enforcement of mortgage rights is the last resort or really the last solution, because even though in the principle of a murabaha contract it is justified to take over collateral for the collateralized goods and assets, let's look for a solution together first."

Letter Information on receipt of down payment (receipt of payment) is very important and has an impact on the implementation of the Murabahah Agreement, where it explains the contents of the contract, including regarding the down payment which can affect the reduction of the bank's purchase price, then the second is that it can be used as real/real evidence to know the customer in making a down payment in accordance with what has been mutually agreed upon. This was disclosed by a bank employee

who worked as a Consumer Processing Assistant at the Bank Syariah Indonesia Parepare through an interview conducted as follows:

"In the process of entering data into our system for financing customers, especially for Griya customers who want to buy a house, one of the mandatory requirements in realizing this desire is that the customer must have proof of payment in advance (down payment) or stored in the customer account of Bank Syariah Indonesia. by attaching proof of delivery/transfer of down payment as agreed."

A similar view was also expressed by one of the customers for Murabahah financing in buying a house at Bank Syariah Indonesia Parepare, who in an interview said:

"When I submitted a financing application to purchase a BTN house for Rp. 300 million, I collected proof of initial payment (down payment) of Rp. 50 million because my financing at that time was Rp. 250 million. Apart from that, I also put a payment deposit in my Bank Syariah Indonesia account at that time, so that the bank transferred the book to the seller's account."

Proof of purchase of goods is an obligation for the customer after the implementation of the disbursement stage for the financing of the Murabahah Contract has been completed. Proof of purchase is submitted in the form of purchase receipts, invoices, invoices, or account book transfer receipts. Usually, according to the terms and conditions, for home customers to purchase a house using a Murabahah contract, it is proven by a letter of transfer or transfer of books, because what is shown when buying the house is not the wakalah for purchasing goods, but the wakalah for managing documents such as taxes and buying contracts which can be used as supporting documents. in the process of renaming. This matter known based on the results of interviews with one of the bank parties as the Financing Administration Head at Bank Syariah Indonesia Parepare related to proof of receipt of purchase of goods which reveals:

"This evidence is certainly not a mandatory document before the financing process is carried out. However, if you look at the provisions of the contract/contract, it is at the very top in fulfilling the terms and conditions of contract performance. So, therefore, it is necessary to have proof of a purchase receipt to show that the

right has actually been exercised in accordance with the contract. We often use this TTPB document as a TBO (To Be Obtain) document with a maximum completion time of 14 working days, except for working capital and running the implementation business which takes quite a long time. Later when this TTPB is submitted, of course we must first verify its validity. Is it appropriate according to Wakalah or not? and we naturally question this to customers."

If Bank Syariah Indonesia financing is channeled, it must also be covered/covered by insurance as one of the sharia principles, namely prudence in conducting financing transactions. As for what is included in the Murabahah Financing Insurance at Bank Syariah Indonesia is General Insurance and Life Insurance. This was disclosed by the bank as part of the Audit Division at Bank Syariah Indonesia Parepare which stated:

"Financing requires customers to first pay for insurance before disbursing the financing funds. The goal is to bear the soul and fire. This was not requested and could have happened. If there is a fire guarantee, this can be insured by using this insurance service with an installment payment system which is usually a maximum of 6 months. Furthermore, for Life Insurance, if the customer dies, the financing debt is replaced with insurance, this is also not asked for and can happen. In this way, customers do not leave debts to their heirs. Not all payments from this insurance go to the bank. However, it will be returned to the customer to be borne/covered during the financing payment period."

Next, it explains the flow and process of binding a Murabaha contract Bank Syariah Indonesia Parepare, which discloses:

"Basically, the financing of a Murabahah contract is that the bank must own the goods first before financing the Murabahah contract with the customer, so proof of receipt for the purchase of the goods is required. But if this is represented to the customer, then the bank needs to make a power of attorney/Wakalah then attach proof of receipt of the purchase of the item."

The Bank sells goods to customers at a mutually agreed price, namely the price of income added to the margin/profit obtained by the Bank. The bank and the customer also sign a Murabahah financing contract

with a nominal amount in the selling price which will be repaid according to a mutually agreed timeframe. The profit and price obtained by the Bank must be explained in a transparent or open manner and included in the financing of the Murabahah Contract. In an interview conducted by the researcher with the Bank's Sales Head at Bank Syariah Indonesia Parepare, he said:

"When the financing of the Murabahah Contract is signed and the other requirements have been submitted and fulfilled, because this usually has additional notes as a condition for the realization and disbursement of funds from the bank's leadership/director who has the authority to decide on financing the contract. The Bank makes payments to the seller or represents the customer in the Wakalah Agreement, which then the goods purchased from the supplier/supplier of goods are then delivered to the customer in accordance with the Bank's approval."

Submission of a detailed explanation regarding the signing of the Murabahah Akad financing in an interview with the Bank as part of the Internal Audit Division of Bank Syariah Indonesia Parepare which in its expression:

"In signing the financing of the Murabahah Contract, it is hoped that the terms and conditions will be fulfilled based on the Implementation Guidelines Financing at the Parepare branch of Bank Syariah Indonesia, where the policy is made in accordance with sharia principles and has been regulated in such a way and this policy is of course based on applicable laws such as SEBI, POJK, DSN Fatwa, so all transactions carried out in this financing are required to comply with the provisions ordinance."

The implementation of the Murabahah Contract based on the mechanism and provisions by Bank Syariah Indonesia Parepare is marked by the signing of the Murabahah Akad financing after the Wakalah Agreement has been approved first. In submitting a financing application, the customer is required to first complete a list of financing plans, so that later this DRP will be used as a reference by the bank in identifying each customer's needs which will then be adjusted to the type of goods and specifications in the Wakalah Agreement. Then the customer is required to submit proof of purchase of goods in the form of a

purchase receipt or receipt known as a goods purchase receipt (TTPB) based on the DRP list,

The Murabahah contract is in great demand by the public. But of course there are still gaps and irregularities in the process of implementing the Wakalah Contract, for example regarding the specifications of goods that are not explained in detail regarding the advantages and disadvantages in the Wakalah Agreement, there is no prohibition on representation as in the Wakalah Agreement which only states the main objective, namely buying a house without explaining other wakalah such as regarding the management of letters and documents in purchasing the house using the Wakalah Bil Wakalah Contract. The above statement was obtained from interviews conducted by researchers with one of the customers of Bank Syariah Indonesia Parepare, which revealed the following:

"I am one of Griya's customers who bought a house at the Bank Syariah Indonesia Parepare. When I bought the house, before I signed it and before being asked to sign the Wakalah agreement, I was quite surprised when it was explained to me that the wakalah was practically the same as the power of attorney in buying a house. But when my financing money is disbursed, the bank pays directly by sending it to the seller's account. So, I mean what is the function of applying the Wakalah contract if I don't buy and sell the house to the seller but the bank itself."

From the results of the interview the researcher believes that there seems to be something problematic when the application of the Wakalah Agreement is not explained in detail and in detail regarding the duties and functions of the contract when it is represented to the customer who acts as the recipient of the power of attorney from the bank from making the power of attorney.

The same thing was also expressed by one of the customers regarding the implementation of the contract. Through an interview with a customer who said:

"I don't know what the Wakalah Agreement means, I don't understand what it means. What I know for sure is that what I signed was the Murabahah contract for the purchase of the house at Bank Syariah Indonesia Parepare. Regarding the matter of Wakalah Akad, I don't

know, what else about the bank disbursing the financing and then directly transferring it to the seller in buying the house. I was only informed about the purchase price, the down payment, how much the monthly instalment payments were and other costs."

Based on the results of these interviews, it can be concluded that the customer still does not understand the application of Akad Wakalah financing. The customer says that what is known about the application of the Murabahah Agreement is only when we sign the use of the contract. However, customers do not understand the Wadiah Agreement. The customer only knows that after the bank has disbursed the financing funds, then the funds are transferred directly to the seller's account. In addition, customers also say that the bank only explains the purchase price, the amount of the down payment, and how many monthly instalments, as well as other costs that must be paid by the customer.

Furthermore, the researcher conducted interviews with one of the micro customers, a businessman who runs a business engaged in buying and selling staple foods such as rice, sugar, eggs, cooking oil and the like. Through the interview he submitted an application for business capital requirements stating:

"When I applied for capital for my business at the Bank Syariah Indonesia Parepare through a sharia financing product, namely the Murabahah Contract, I was first asked by the bank to record what was a list of the needs of the business that I would run along with the marketing process. So, I recorded it on my list of needs and then handed over the list to the bank to study first. After everything was complete, then the bank would go to the field to conduct a survey."

From the results of the interviews above which were conducted with a customer, the types of financing products provided and offered are a form of business capital financing or the need for working capital costs. For the type of financing that is a working capital requirement, the customer is asked to make notes or a list of needs and complete with the marketing process, which when all of these things have been completed will then be submitted to the bank for analysis and study in advance about the list of needs. and then the bank will conduct a survey. For

more details, the researcher conducted follow-up interviews with the customers who stated:

"The bank requests all information regarding data on the purchase of goods from suppliers/sellers. And this is quite uncomfortable because I ask for all the information about the supplier/supplier that I have subscribed to in ordering merchandise and some of my customers who often buy my merchandise. But when the bank gave an explanation, that this was requested because this is a procedure for the Islamic bank financing process which has become a provision, then finally I gave the data. However, in my heart I still wonder? "What is all this data for?"

From the interview above it can be seen that customers feel uncomfortable with the implementation of these procedures in Bank Syariah Indonesia financing. In the interview it was said that the bank requested all information regarding purchase data from the supplier/supplier. Because of this, customers feel uncomfortable (uncomfortable) with the bank asking for all information about all customer data, such as where the customer orders merchandise. However, the Islamic Bank continues to explain this procedure to customers by saying that this has become a provision in Islamic Bank Financing.

Based on the results of these customer interviews, this invites a number of things that need to be asked directly to the Bank Syariah Indonesia Parepare with one of the micro financing risk heads who are tasked with conducting an analysis of the eligibility of customers in financing products at Islamic banks in obtaining the following information.

"Here the system is indeed like that, when a customer wants to take financing funds at Bank Syariah Indonesia, especially for entrepreneurs in need of working capital and business funds, the customer first submits a financing application through the Financing Application Form or FAP by filling in the data and completing the mandatory files. (Mandatory document)."

Based on the results of the interview with the Bank above, regarding the financing process, it shows that this is a customer obligation that has become a provision from the bank. Financing submitted by customers to Islamic Banks must first go through a Financing Application Form or FAP by filling in data and completing mandatory files and several mandatory documents. Then it was further conveyed

by the Micro Financing Risk Head section who conveyed several things about the process of implementing financing as follows.

"After that, we conducted a BI Checking check and the customer submitted a list of their needs to the bank. This will be the material for our analysis later in verifying the limit amount of financing funds that will be given. But we, from the bank, do not necessarily fulfil and calculate everything that is a customer's needs. We also see from the list of needs, that there should not be items that are not in accordance with sharia law on the list of needs for purchasing goods, such as cigarettes, liquor, and possibly goods that smell illegitimate which of course Islamic banks cannot finance."

The results of the above interview with the bank regarding the financing process in Islamic banks, the next step is to make a list of needs and BI Checking which has previously been completed and filled in by the customer. Through this procedure, the bank then conducts an examination and analysis of the list of needs as well as verification and checking of BI Checking, which will later provide financing funds to customers. However, banks do not necessarily fulfil all of the list of customer needs. The bank, of course, must check and pay attention to all customer needs, whether all the items needed are in accordance with sharia provisions.

Furthermore, following my interview with the bank's Micro Financing Risk Head section regarding how to verify customer data, some of the things that were done were as follows:

"The next step is to verify customer data with us, the bank first contacts the supplier of goods or suppliers to ensure that the customer has ordered goods and the goods are in stock, because later the goods that have been ordered will be included in the Wakalah contract for the purchase of these goods. This implementation must be in accordance with the customer's order and its allocation because in our principle if there is financing for the use of funds that are not in accordance with the customer's order, we cannot recognize this as income. Unlike some other financial institutions."

From the results of the interview mentioned above, the stage of the checking or verification process is carried out by the party, namely by contacting the

supplier of goods or suppliers. This aims to find out the truth of the customer in ordering goods and also to ensure that there is an inventory of goods that the customer wants to buy. The checking and verification process carried out by the bank is required based on its designation and based on the customer's purchase order because if any use of funds is not used properly or does not match the customer's needs, then this cannot be considered income or income by the bank.

After an explanation regarding the verification process, the researcher continued to conduct interviews with the Micro Financing Risk Head regarding the stages of the financing process which revealed that:

"In addition, buyer data is still needed to analyse each implementation process for the smooth running of the business, so it is very important to submit a list of needs or what is commonly called from the bank with a list of planned purchases (DRP) and information from supplier data. Then the customer is asked for a proof of purchase of goods (TBPB) after the disbursement of financing funds within a maximum of 14 working days."

Based on what was conveyed by the bank above through the interviews that were conducted, that the bank really needs to know the buyer's information and data from the supplier/supplier of goods. Because this can be used by the bank as material for analysis in developing and smoothing the business. This data is also commonly referred to as the Purchase Plan List (DRP) by the bank. In addition, the bank will ask for proof of purchase of goods from the customer after the disbursement of financing funds within a maximum of 14 working days. Then the bank explained again in its expression that is

"Yes, we from the bank really need something called trust in our customers because we, from the bank, do not provide or have warehouses to provide or store goods according to what customers need, so we made what is called a Wakalah Agreement / power of attorney. This is used as an agreement where the process of buying and selling goods is represented to the customer, starting from ordering goods to paying for goods at the supplier/supplier."

From the explanation above through the interview above that in the process of implementing fund financing, trust is very important and is needed by the bank for its customers. This is because the bank

does not have a warehouse or place to store goods according to customer needs. Therefore, the bank provides a Wakalah contract / power of attorney. From the contract/agreement, the bank asks the customer to be represented in the process of buying and selling goods, starting from ordering goods to purchasing goods from suppliers.

Meanwhile, another thing was conveyed by one of the Head Sales Consumers who is specifically tasked with taking care of customer needs in purchasing vehicles, houses and multipurpose products which in his words:

"Actually, for purchases such as houses, vehicles and other multipurpose products, there is no need for a Wakalah Sale and Purchase Agreement, this is because we from the bank only directly send or transfer funds via book transfer to the seller's account, where the customer buys the house and vehicle. , so there is no need for a representative/represented in buying and selling. However, when someone makes a purchase transaction for a house or for example a vehicle, there needs to be a processing process related to purchasing documents, so we still make the customer a Wakalah Contract where the contents authorize the customer to take care of these documents such as signatures for buying and selling and documents for returning the name of the house or vehicle ."

Based on the results of interviews with the bank, that in the process of implementing financing for buying a house or vehicle, there is no need for a Wakalah Agreement in buying and selling. This is indicated by the bank directly transferring/sending the financing funds. However, in the process of buying a house or vehicle there will be a process of arranging purchase documents that must be agreed upon so that the Wakalah Agreement is still required which the customer uses as a power of attorney in making purchase documents such as sale and purchase signatures and transfer of name from the purchase of a house or vehicle.

4. CONCLUSIONS AND SUGGESTIONS

In improving the implementation of murabahah contracts for financing at Bank Syariah Indonesia Parepare, it is necessary to prepare provisions that are more detailed and more consistent based on sharia principles with the aim of making it easier for the

community when implementing them. Then the application of these provisions must be continuously monitored and evaluated to ensure compliance and the quality of the implementation of the two-sharia financing.

Furthermore, it is suggested that Bank Syariah Indonesia Parepare needs to provide more intensive training and education to bank officers regarding the mechanisms, provisions, and principles of Islamic financial institutions. This is to avoid Errors in implementing the Murabahah contract procedure occur due to several causes including the lack of understanding and education of SSB about sharia compliance practices (Afriyanti & Bundo, 2022). With a good understanding, it will be easier for bank officers to provide accurate and clear information and explanations regarding sharia financing in accordance with the capabilities of the community. Then Bank Syariah Indonesia needs to carry out outreach and education activities for the community. For example, with effective marketing programs, seminars and sharia financial empowerment campaigns with the aim of increasing public awareness about the existence of Bank Syariah Indonesia.

Next, there needs to be collaboration between the government and Bank Syariah Indonesia by cooperating in increasing public understanding and awareness about sharia financing. For example, the government can provide information, facilities, or policies to encourage people to use sharia financing. Finally, in competing with conventional banks, Bank Syariah Indonesia Parepare must continue to innovate in attracting public interest by developing products and services that are attractive, easy to understand, according to community needs, and sharia financing services that are relevant and easy for the public to access.

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