

**THE IMPLEMENTATION *MURABAHAH* AQAD FOR PURCHASE**

**LAPTOP AT BMT UMY**

**PUBLICATION MANUSCRIPT**



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**FACULTY OF LAW**

**CIVIL LAW**

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**THE IMPLEMENTATION MURABAHAH AQAD FOR PURCHASE  
LAPTOP AT BMT UMY**

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**ABSTRACT**

*Murabahah* is a sale and purchase transaction in which a form of sale requires the seller to inform prospective buyers about the price and costs behind it, in addition to the selling price, the prospective buyer is also entitled to know about the value of the goods and the amount of profit taken by the seller. Therefore, find out and analyze the implementation of *murabahah* aqad financing at BMT UMY. This research uses empirical studies and descriptive-analytic research methods. The results of this study indicate that the *murabahah* aqad applied in BMT UMY is in accordance with the *murabahah* rules stated in the MUI FATWA No.04/DSNMUI/IV/2000, when this agreement occurs default or non-performing financing, the occurrence of *murabahah* financing problems in BMT UMY is influenced by internal factors, namely the BMT system or staff itself and external factors, namely from the surrounding environment. The mechanism of completing the *murabahah* aqad financing for the BMT conducted a family where the BMT UMY tried not to burden the customers.

**Keywords:** *default, dispute settlement, murabahah aqad*

## I. Introduction

*Baitul Maal Wat Tamwil* (BMT) is a microfinance institution that operates on the principle of profit sharing, growth and development of micro and small businesses, in order to raise degrees, dignity and defend the interests of the poor, which operates in accordance with the principles of Islamic sharia whose operating procedures refer to the provisions of Al-Qur'an and the *Hadith*<sup>1</sup>.

*Baitul Maal Wat Tamwil* (BMT) are two institutions that become one namely *Baitul Maal* institution and *Baitul Tamwil* institution, where each of them has different principles and products even though they have very close relation between the two in creating equitable and dynamic economic conditions. *Baitul Maal* (treasure house) is more directed at efforts to collect and distribute funds such as *zakat*, *infaq* and *shodaqoh* in accordance with the rules and mandate.<sup>2</sup>

Based on legal status *Baitul Maal wat Tamwil* divided into three, namely: Firstly, *Baitul Maal* is a regional entity incorporated as a cooperative in the form of a Sharia Financial Services Cooperative and it is obey to Law Number 25 of 1992 on Cooperatives. Secondly, *Baitul Maal* was a Regional Administrator as a business entity owned by the foundation and obey to Law Number 25 of 1992 on Cooperatives as well as Law Number 28 of 2004 concerning Amendment to Law Number 16 of 2001 concerning the Foundation. Thirdly, *Baitul Maal* is a Regional Military Council that is still in the form of a non-governmental

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<sup>1</sup> Ani Yunita, Dewi Nurul Musjtari, Fadia Fitriyanti, 2019, *Pengantar Hukum Perbankan dan Lembaga Keuangan Islam*, Yogyakarta: Pusaka Pelajar, p. 199.

<sup>2</sup> Jamal Lulail Yunus, 2009, *Manajemen Bank Syariah Mikro*, Malang: UIN-Malang Press, p. 33

organization and is obey to Law Number 17 of 2013 concerning Community Organations.

## **II. Statement of Problem**

How is the implementation of the *Murabahah Aqad* on the purchase of laptops at BMT UMY?

## **III. Research Method**

### **A. Type of Research**

This research is an empirical and normative legal research with the Indonesian Law approach<sup>3</sup>. The source of this research is taken from primary data which was obtained from conducting an interview and secondary data such as literature, books, journals and many others.

### **B. Type of Data**

The data used in this research are primary and secondary legal data, namely:

#### **1. Primary Data**

Primary data in this research is obtained by direct interviews with the CEO as well as BMT UMY Owner, and Staff.

#### **2. Secondary Data**

Secondary data is data obtained through other parties, not directly obtained by researchers from the research subjects. In legal research

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<sup>3</sup>Johanny Ibrahim, 2006, *Teori dan Metodologi Penulisan Hukum Normatif*, Malang, Bayu Media, p. 302.

secondary data are also grouped based on the binding strength of their contents, which can be distinguished as follows:

- a. Primary legal material consists of several agreements and regulations.
- b. Secondary material consists of several documents related to primary legal materials such as:
  - 1) Scientific journal.
  - 2) Books relating to this problem.
  - 3) Other related documents.
  - 4) Trusted internet sites and.
  - 5) Other non-legal documents related to this study.
- c. Tertiary material
  - 1) Encyclopedia
  - 2) English dictionary
  - 3) Indonesian dictionary

### **C. Method of Data Collection**

The techniques for collecting data in empirical legal research is interviews. Interviews are intended to conduct a question and answer directly between researchers and respondents or informants to get information.

### **D. Method of Data Analysis**

After data is collected from the field completely, the next step is managing and analyzing. The analysis that will be used in analyzing the data in this study is descriptive qualitative, namely the presentation of data

in written form and explain what it is according to the data obtained from the results of the research which is then analyzed. Data analysis is usually manual.

#### **IV. Result and Discussion**

##### **A. Laptop Financing Mechanism in Principle *Murabahah* at BMT UMY**

One of the superior products of Baitul Maal Wa Tamwil Muhammadiyah Yogyakarta is *murabahah* financing based on anti-*riba* principles. In the Qur'an, it is clearly stated that usury must be shunned, "O you who believe, do not eat *riba* multiplied and fear you of Allah so that you will have good fortune. Protect yourself from the fires of hell, which are reserved for unbelievers." (Qs. Ali Imron [3]: 130)<sup>4</sup>

Based on HR. Al-Baihaqi and Ibn Majah "Truly the sale and purchase must be done on the basis of like and like." The difference between *riba* and profit sharing is that in transactions containing *riba* there is no certainty of price at the beginning of the transaction and the final price can change, whereas the profit sharing according to shari'a the price has been set since the beginning of the agreement and the price remains the same as what was set from the beginning.

In addition to the above letters and hadiths, Allah also regulates the *muammalah* listed in the QS. Al-Baqarah: 282 which reads as follows:

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<sup>4</sup>Muslim.or.id, 2019, *Memurnikan Aqidah Menebarkan Sunnah*, <https://muslim.or.id/574-riba-jahiliah.html> (accessed on 23 November 2019 23:04)



“O you who believe, if you pray not in cash for a specified time, you should write it down. And let a writer among you write it correctly. And let the writer not be reluctant to write it as God taught it, they should write it, and let the person who owes it teach (what will be written it), and let him fear Allah the Lord, and let him not reduce the slightest of his debt. If the person who is in debt is a person whose mind is weak or weak (his condition) or he himself is not able to lead, then his guardian should teach him honestly. And witness with two witnesses of the men (among you). If there are no two men, then (it is permissible) a man and two women from witnesses that you are pleased with, so that if someone forgets then one reminds him. Do not be reluctant witnesses (provide information) when they are called; and do not be weary of writing that debt, whether small or large until the deadline to pay it. Such is it, it is fairer with Allah and more strengthens testimony and is closer to not (raising) your doubts. (Write your mu'amalah), except if *mu'amalah* is a cash trade that you run among you, then there is no sin for you, (if) you do not write it. And witness if you sell and buy; and don't let the writer and witness make it difficult for each other. If you do (that is), then surely it is wickedness in yourself. And fear Allah; God teaches you; and Allah knows everything.”<sup>5</sup>

The pillars of a *Murabahah aqad* are the same as buying and selling in general, namely the existence of the seller, the buyer, the goods

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<sup>5</sup>Tafsirweb, 2019, *Al-Quran Online*, <https://tafsirweb.com/1048-surat-al-baqarah-ayat-282.html> (accessed on 6 December 2019, at 22:25)

being sold, the price and the Kabul agreement or consent.<sup>6</sup> Same like written on Al-Baqarah: 282 above.

There are several pillars of the *Murabahah aqad* that must be fulfilled in the transaction, consist of:<sup>7</sup>

- a. Both the seller and the buyer are required to be intelligent and different. Legal and lawful legal actors (reasonable and able to differentiate), so buying and selling with a crazy person becomes illegal while buying and selling with small children is considered valid, if the guardian's permission.
- b. Ijab Kabul, this pillar requires *baligh* and sensible perpetrators, the compatibility between Kabul and consent, and its implementation in one assembly.
- c. Objects of buying and selling, goods traded are required to exist (not camouflage) and are owned by the seller. The specificity of the object of sale and purchase is a must because it is related to the honesty and willingness of both parties.
- d. The exchange rate (price), its nature must be certain and clear both in type and amount.
- e. The object of the contract, it is *Mabi'* (the merchandise) and *Tsaman* (the price)

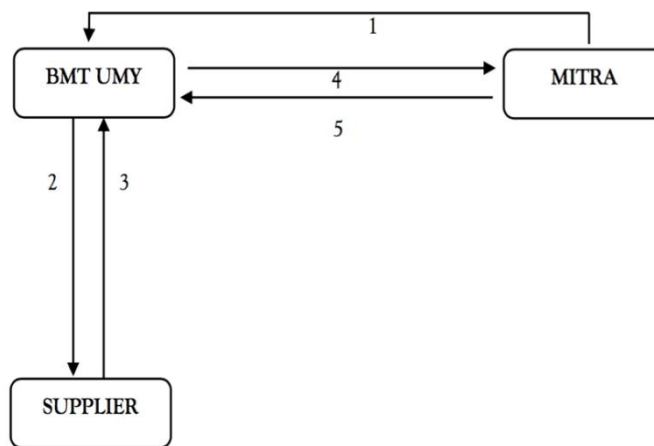
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<sup>6</sup>Mustofa, Imam, 2016, *Fiqih Muamalah Kontemporer*, Jakarta: PT RajaGrafindo Persada, p. 71

<sup>7</sup>Mutharer, Osmat, 2015, *Akutansi Perbankan Syariah*, p. 58-59 sebagai mana di kutip Andriana, Tugas Akhir, *Mekaniseme Perhitungan Keuntungan Margin Pembiayaan Murabahah Di KJKS BMT Walisanga Semarang*, Semarang: Universitas Islam Negeri Walisongo Semarang, p. 21.

f. *Shighat, Ijab and Qabul.*

The scheme below is the *Murabahah aqad* scheme conducted by BMT UMY on *Murabahah* financing:



Picture1. BMT UMY *Murabahah* Financing Transaction Scheme<sup>8</sup>

Explanation:

1. Partners convey the needs of the desired goods to BMT. BMT conducts a feasibility analysis.
2. BMT buys goods to suppliers.
3. BMT receives goods from suppliers.
4. BMT confirms the plan to purchase goods to partners.
5. Agreement and handover of goods.

The *Murabahah aqad* applied in BMT UMY is principally based on two main elements, namely the purchase price and related costs and the profit agreement.

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<sup>8</sup>Baitul Mawal Tamwil, 2019, *Transaksi syar'i tanpa Riba* <http://bmtumy.com> (Accessed on 4 November 2019, at 23.04)

Based on the scheme above, it can be concluded that the basis for *murabahah* financing contracts at BMT UMY as follows:

- a. The buyer must have knowledge of the costs involved and the cost of goods and profit limits must be set in the form of a percentage of the total price and costs.
- b. The goods sold are goods or commodities and paid for with money.
- c. The goods being traded must be owned and owned by the seller or his representative and must be able to deliver the goods to the buyer.
- d. Payment is deferred.

As seen from the basis of a contract of financing with a *Murabahah aqad* for a customer at BMT UMY. The requirements needed by students for financing are easily facilitated by BMT, students can also access the submission form online through the BMT UMY website [www.bmtumy.com](http://www.bmtumy.com).

The following of the mechanism for submitting *murabahah* financing at BMT UMY:

**a. Requirements for students**

1. Fill out the Financing Submission Form
2. Foto Copy of KTP and KTM

3. Foto Copy of KRS and KHS
4. Foto Copy of Parent's KTP
5. Foto Copy of Family card
6. Foto Copy of Semester Payment Slips

**b. Funding Section**

1) Finance Administration Staff

- a) Receive submission forms and files and notify customers to wait for surveys or search times.
- b) Submit the application file to the surveyor.

2) Surveyor Section

- a) Perform administrative files with physical compatibility in the field.
- b) Conduct a brief and clear assessment of the financial statements of members.
- c) Make an analysis report based on 5 C (Character, Condition, Capability, Capital and Collateral).<sup>9</sup>

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<sup>9</sup>Nuzul Ikhwan, Raymond, Dian Lestari Siregar, 2016, *Analysis of Implementation 5c Aspects On Banking Credit Distribution In Batam*. Batam: Jurnal Akrab Juara, p. 56-69.

### **c. 5C Analysis by Surveyor Section BMT UMY**

The following is an explanation of the stages and applied in the 5C analysis process carried out by the surveyor at BMT UMY, there are:

1. Character analysis is the ability of the applicant concerned to complete the obligations that have been mutually agreed upon. The characters analyzed by the BMT in providing SPP bailout financing are the characters of students and their parents.
2. Condition analysis is an economic condition that can affect business activities (marketing, products and finance) of customers or prospective customers. Evaluation of economic conditions can be seen from the amount of income and work done by students' parents. The BMT will see the prospects of the work, whether the work will have good prospects that will be able to survive in the future to meet the payment of financing or not. In the assessment of economic conditions is still done with minimal by BMT, which is only assessed from one aspect only.
3. Capability analysis is the ability of the applicant to pay off funds and expenses that must be paid. In the assessment of the capital owned by the members/prospective members, BMT UMY saw how much assets owned by the prospective members such as rice fields, houses, cars, stock items and others. Subjects assessed by BMT UMY in capability assessment were the same as character

assessment, namely students and their parents. The assessment is not only based on the data contained in the application for financing applications.

4. Capital analysis (Capital) is the capital condition of the applicant's financing business, which will be used as material for consideration of deciding on the size of the financing to be given to the applicant. The greater the capital owned and included by prospective customers in the object of financing will be more convincing for banks of the seriousness of prospective customers in applying for financing and repayment. Analyzing capital at BMT UMY was combined with capacity analysis because both of them were analyzed in financial terms from the students' parents.
5. Collateral analysis is examining collateral in the form of cash, fixed assets or in other forms that can be given by the applicant for the guarantee of financing provided by BMT. The collateral feasibility/collateral is a factor that can influence the disbursement of funding at BMT UMY. Collateral is also an important factor, because collateral is a second way out or a second way out in the payment of the second installment. If there are members/prospective members who are not able to fulfill their obligations, UMT BMT makes a familial manner first if the members are still in good faith and BMT UMY seeks a way to resolve it. Vice versa if the members do not have good faith with BMT UMY, then members will be charged SP1, SP2, SP3, until executing the Guarantee as a last resort to

complete financing. In this case BMT UMY uses the student KRS as collateral, in the event of default, BMT UMY will temporarily block the student KRS.

#### **A. The Additional Rules as The Standard Operating Procedure (SOP)**

BMT named the contract for the *Murabahah* financing process where BMT as the seller and the applicant as the buyer, what distinguishes BMT UMY from other BMT is that BMT UMY uses real transactions, namely by providing goods directly needed by members not by loans like other cooperatives. In this financing, using the agreement agreed upon by BMT, therefore all perspectives on terms and validity of the contract have been regulated therein, so the applicant only enters data relating to the applicant and signs it. The additional or special rules as the SOP that has been running as follows:

- 1) After being accepted or rejected by the BMT, the customer will confirm the results.
- 2) If the financing is accredited, members will be contacted to confirm the time and place of expenditure. Expenditures must be accompanied by BMT UMY officers because they use real transactions where BMT UMY does not lend money but instead provides needed goods directly.
- 3) After purchasing the goods applicant comes to the office to sign the contract. Financing members must come along with their spouses,



parents/guardians.

- 4) Financing members must pay real costs (stamp duty, surveys, binding of notaries).

## **B. Terms of *Murabahah* Agreement at BMT UMY**

Financing products at BMT UMY include *Murabahah*, *Musarakah* and *Ijarah*. *Murabahah aqad* is a legal act that has the consequences of the transfer of rights to an item from the seller (BMT) to the buyer so automatically in this legal act must be met harmoniously and the legal requirements for *murabahah*.<sup>10</sup> The validity of *murabahah* according to *Jumhur Ulama* is the person who sells, the person who buys, the *sighat*<sup>11</sup>, goods or something to be stored. The four pillars have been agreed by *Jumhur Ulama* for each type of contract.

contract is carried out with the principle of buying and selling and meeting the needs of consumer goods/business support tools with tough payment. *Murabahah* Financing Requirements at BMT UMY are:

- 1) Nominal financing from Rp.1,000,000.00 up to hundreds of millions of rupiahs.
- 2) Fill out the financing submission form as completely and honestly as possible.

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<sup>10</sup>Dewi Nurul Musjtari, 2012, *Penyelesaian Sengketa Akad Pembiayaan Dengan Jaminan Hak Tanggungan Dalam Praktik Perbankan Syariah*, Yogyakarta, p. 23.

<sup>11</sup>*Sighat*: Statement of The Person Who Represents as a Will to Endow His Property or Consent and Qabul, Sources: Dewi Nurul Musjtari, 2012, *Penyelesaian Sengketa Akad Pembiayaan Dengan Jaminan Hak Tanggungan Dalam Praktik Perbankan Syariah*, Yogyakarta.

- 3) Attach a photocopy of husband and wife's KTP, family card, collateral, marriage certificate.
- 4) Willing to survey and interview.

### **C. Fill out the *Murabahah* Agreement**

Agreement Agreement with the *Murabahah* system contains the binding of *Murabahah* financing which contains, among others, is:

- 1) Day, place and date when the agreement was carried out.
- 2) The seller and buyer in this case are the BMT UMY represented by Wari S.E, M.EK as the BMT UMY Manager while the buyer or Partner is the community that finances with the *Murabahah* system.
- 3) Definition, is an explanation related to the form of the contract in this case explains the *Murabahah aqad*, namely the sale and purchase agreement between BMT and Partners, BMT buys goods needed by the Partner and sells to the relevant Partner at the acquisition price plus the agreed profit. In addition, it also explains the definition of sharia, goods, suppliers, financing, purchase price, profit margins, guarantee documents, agreement period, and the definition of promise injury, there are events or events as stated in the contract that cause BMT to determine all or part of the financing, and bill immediately and at the same time the amount of the Partner's obligations to the BMT before the contract period.

- 4) The purpose and objectives of the financing contain that BMT promises and hereby commits itself to providing financing facilities to the Partner which will be used to purchase an item and the Partner promises and this by agreeing to commit himself to receiving the financing and therefore owes it to BMT.
- 5) Goods purchased and payment system, there are specifications of goods to be purchased with details, cost of goods, advances, funding requirements, profit margins, selling prices, financing installments for a period of months and installments for a number of months according to the agreement between BMT UMY and partners.
- 6) Costs in this case are an agreement that BMT UMY promised to bind itself to bear all the costs required in relation to the implementation of the contract, including notary services and the services of this contract and the Partner expressed his agreement. The costs in question are administrative costs, savings compulsory financing, insurance, stamp duty.
- 7) Term and method of payment, is a promise from BMT Partners to commit themselves to repay the amount owed to BMT in accordance with the agreement.
- 8) Guarantee, is to guarantee the orderly repayment on time and the amount agreed upon. Partners submit guarantees and make binding guarantees to BMT in accordance with statutory regulations.

- 9) Recognition and Guarantee is a Partner's acknowledgment that all documents signed by the Partner relating to the existence agreement do not violate the provisions of the applicable laws and regulations, the Partner also guarantees that every purchase from a third party guarantee goods are free from confiscation, encumbrance, claim demands or the right to redeem again, Partners also commit themselves to submit to BMT from time to time, additional collateral deemed sufficient by BMT as long as the obligation to pay debts or remaining debt to BMT has not been paid off.
- 10) Promulgation (Default) is a Partner does not carry out payment obligations/repayments on time in accordance with the installment due date stated on the payment schedule to BMT for 3 (three) times in a row, unless a *Force Majeure* is determined by the Government.
- 11) As a result of breach of contract (Default) is that if Customer does not carry out the payment immediately and at the same time, BMT has the right to confiscate and sell collateral without having to wait for a court decision and the money from the sale of collateral is used to pay off debts or remaining debts of Partners to BMT, whether through auctions, under the hand, unless there is a *Force Majeure*.
- 12) *Force Majeure* is a fire that is categorized as unintentional, rah-rah, national strike, epidemic, floods, landslides, earthquakes, tsunamis, volcanic eruptions and everything that is determined by the government as a natural disaster, the party affected due The *force*

*majeure* must notify the other party not later than 14 working days from the date the *force majeure* occurred.

13) Dispute resolution, if there is a dispute in interpreting part of the contents or a dispute occurs in carrying out the contract, the Partner and BMT will try to resolve by deliberation and consensus.

14) Legal domicile is related to legal and general domicile in the Bantul District Court Office.

The following is an example of *Murabahah aqad* No. 002589/BMT-UMY/IV/2017 That a student after obtaining approval from Uncle named Syamsudin Syukur (Customer) has submitted an application for financing facilities to BMT UMY and BMT has approved the submission based on the decision of the financing committee dated 18 April 2017. The item is a laptop with the brand name ACER ROG red with serial number SN-NXG17SN0026010902C7600.

BMT commits itself to providing financing facilities to Partners that are used to support the lectures of Partners and Partners promised to hereby agree to commit themselves to receiving financing and because they owe BMT.

Cost of Goods Sold : Rp. 10.000.000,-

Cash Back : -

Acquisition Cost : Rp. 10.000.000,-

Margin	: Rp. 972.000,-
Selling Price	: Rp. 10.972.000,-
Down Payment	: Rp. 1000.000,-
Installment Financing	: Rp. 9.972.000,-
Period of Time	: 6 months
Monthly Installments	: Rp. 1.662.000,-

Estimated costs can be done through a *Murabahah aqad* financing simulation calculator.<sup>12</sup>

The financing period above is 6 (six) months from the date the contract is signed, which is April 4, 2017 to October 4, 2017 by paying in installments every month in the amount of Rp.1,662,000 not later than the 25th through BMT UMY.

In principle, Partners are not allowed to make payments backwards unless there are things that can be understood and with written permission from BMT UMY. If the partner does not make payments more than 2x installments, the item will be confiscated by BMT UMY. A maximum of 1 (one) month after the item is confiscated by BMT UMY, the Partner must redeem BMT UMY again on condition that all installments are overdue

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<sup>12</sup>The *murabahah* contract financing simulation is a tool that can provide an estimate of the *murabahah* contract financing installments that you will pay. UMY BMT Resources [www.bmtumy.com](http://www.bmtumy.com)

and 2 (two) months thereafter must be paid. If after 1 (one) month the item is not redeemed by the Partner, the item will be sold/auctioned at the general price and the proceeds of the sale will be used to cover the Partner's installments. If the sale proceeds are not sufficient to cover the Partner's installments, the Partner must cover the shortfall.

## **V. Conclusion and Recommendation**

### **A. Conclusion**

The application of *Murabahah* financing practices to partners in BMT UMY in general consists of the applicant submitting the requirements that have been determined to the financing department to be followed up by the surveyor. After all is done then the surveyor will do the 5C analysis of potential partners who will finance. The next stage after the survey was a committee meeting and if the results were accepted would be continued with the procurement of goods followed by the handover of goods and then the contract whose margin or profit obtained by BMT UMY had been determined at the beginning of the student contract and KRS as collateral. The *Murabahah* mechanism implemented by the BMT is in accordance with the *Murabahah* rules stated in the MUI fatwa No.04/DSNMUI/IV/2000.

### **B. Recommendation**

For analysis 5C must be done well by the surveyor because in this stage it is a crucial stage to determine whether students can finance or not. For example, in the character assessment, in the assessment of the character of parents felt less profound especially those who live outside the city

because the assessment is only done by telephone. Then in the assessment of economic conditions, this was still done too minimal by BMT UMY, whose assessment was only reviewed from one aspect only.



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