

Relevance of Compliance on Islamic Law by The Construction of MUI DSN Fatwa on Murābahah Financing Products at BMT Khasanah Tawang, Weru

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Abstract

Murābahah is one of the financing products at BMT Khasanah Tawang, Weru Sragen that is most in demand by customers or the public. Basically there are no ribawi provisions from the profits of murabahah transactions. The concept of murabaha contract transactions is more transparent, because murabaha schemes in financial institutions are required to notify customers about price objects or products and agree on the benefits received by the institution. So transactions must be carried out in a trustworthy and honest manner. In Murabahah there are conditions that must be met by financial institutions in Indonesia. According to DSN MUI Fatwa No. 04/DSN-MUI/IV/2000, the first provision of article no 5 that banks buy goods needed by customers on behalf of their own banks, and these purchases must be lawful and free of usury, in other words the bank must first purchase goods or assets ordered by customers legally and free from usury. And in the DSN-MUI fatwa number 17/DSN-MUI/IX/2000, it has been explained in the first decree no. 2 that customers who are unable or unable to pay due to force majeure may not be subject to sanctions. Problems at BMT Khasanah Weru are customers who use capital financing for personal needs. The method used in this research is descriptive qualitative, data collection is done by means of interviews, documentation and observation. The results of the research on the application of Murābahahat BMT Khasanah Tawang, Weru the application of Murabahah financing products is in accordance with DSN MUI fatwa No. 04/DSN-MUI/IV/2000 and DSN-MUI fatwa number 17/DSN-MUI/IX/2000. BMT Khasanah Tawang addresses the problems of customers who use capital financing to buy personal needs with several evaluations.

Keywords: Financing; Murābahah; Fatwa DSN-MUI.

Abstrak

Murābahah merupakan salah satu produk pembiayaan di BMT Khasanah Tawang, Weru Sragen yang paling diminati nasabah atau masyarakat. Pada dasarnya tidak ada ketentuan ribawi dari keuntungan transaksi murābahah. Konsep transaksi akad murabahah lebih transparan, karena skema murābahah pada lembaga keuangan wajib memberitahukan kepada nasabah tentang objek harga atau produk dan menyepakati keuntungan yang diterima oleh lembaga. Sehingga transaksi harus dilakukan dengan cara yang amanah dan jujur. Dalam Murabahah ada syarat yang harus dipenuhi oleh lembaga keuangan di Indonesia. Menurut Fatwa DSN MUI No. 04/DSN-MUI/IV/2000, ketentuan pertama pasal no 5 bahwa bank membeli barang-barang yang dibutuhkan nasabah atas nama banknya sendiri, dan pembelian tersebut harus halal dan bebas riba, dalam dengan kata lain bank harus terlebih dahulu membeli barang atau aset yang dipesan nasabah secara sah dan bebas dari riba. Dan pada fatwa DSN-MUI nomor 17/DSN-MUI/IX/2000, sudah dijelaskan pada ketetapan pertama no 2 bahwa nasabah yang tidak atau belum mampu membayar disebabkan force majeure tidak boleh dikenakan sanksi. Permasalahan di BMT Khasanah Weru nasabah yang penggunaan pembiayaan modal untuk keperluan pribadi. Metode yang digunakan dalam penelitian ini adalah deskriptif kualitatif, pengumpulan data dilakukan dengan cara wawancara, dokumentasi dan observasi. Hasil penelitian aplikasi Murābahahat BMT Khasanah Tawang, Weru penerapan produk pembiayaan Murābahah telah sesuai dengan fatwa DSN MUI No. 04/DSN-MUI/IV/2000 dan fatwa DSN-MUI nomor 17/DSN-MUI/IX/2000. BMT Khasanah Tawang mengatasi permasalahan nasabah yang menggunakan pembiayaan modal untuk membeli keperluan pribadi dengan beberapa evaluasi.

Kata Kunci: Pembiayaan, Murābahah; Fatwa DSN-MUI.

Introduction

Sharia-based financial institutions are urgently needed in a country with a predominantly Muslim population. One of the Islamic financial institutions in Indonesia is BMT (Baitul Maal wat-Tanwil). BMT is an informal non-banking Islamic microfinance institution. It is called

informal because this financial institution was founded by a Community Self-Help Group (KSM) which is different from banking financial institutions and other formal financial institutions.(Arif, 2015) As one of the Islamic Financial Institutions, BMT has developed quite rapidly at this time. Literally Baitul Maal means house of funds. Baitul Maal at the time of Prophet Muhammad SAW used to collect and distribute social funds. While Baitul Tamwil is a profit-motivated business institution (Arif, 2015).

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Besides being a business unit, BMT is also able to social roles as philanthropy. But many of the people usually to optimize role of BMT are more developing their business in the financial sector, namely savings and loans or funding and financing product. This business is like the banking business, which collects funds from members and prospective members (customers) and distributes them to the halal and profitable economic sector. according to Siti Huriah in his research stated that BMT is not a banking institution, it is permissible to develop its business area in the real sector and other financial sectors, which in fact is prohibited from being carried out by banking institutions. Since BMT is not a bank, it is not subject to banking regulations, in Law Number 21 of 2008 concerning Sharia Banking.(Huriah, 2017) However, the BMT business system is also similar to banking, even though BMT is not a bank financial institution. even so, the BMT also cannot simply abandon the legality of the banking law, but BMT also refers to the fatwa construct, even though the position of the fatwa is still not as strong as the law in Indonesia. so that sometimes there are problems with transactions and there are no formal sanctions for those who violate them.

The legal basis of Murābahah include of any product financing according to the *ijma'* of the scholars is that Muslims have agreed on the legitimacy of buying and selling, because humans as members of society always need what is produced and owned by other people, therefore buying and selling is one way to get it legally, (Retnowati, 2022). Thus the people Islam is easy in transactions to meet their daily needs. The MUI National Sharia Council issued Fatwa DSN No.04/DSN-MUI/IV/2000 on 01 April 2000 concerning Murābahah.(DSN MUI, n.d.) However, some people do not understand the implementation of this contract. So that many people think that the practice of Islamic financial institutions, even though the contract made is in accordance with what was promised, however, in the implementation of the contract, sometimes contradictions still appear with what is stated in the contract clause.(Mulu, n.d.,)

BMT Khasanah Tawang, Weru is a financial business unit in the real sector in savings and loan activities and ZIS collection as a bait al maal activity whose goal is to improve the quality of economic businesses by accommodating public funds and channeling them back to the community, (Antonio, 2011; Sudiarti & Husna, 2021) one of which is Murābahah. There are several cases that are often encountered at BMT Khasanah Weru, namely customer dishonesty with BMT Khasanah Weru regarding the customer's own needs. One of the cases is customers who use working capital financing to complete their personal needs, even though working capital financing and consumptive (personal) financing are very different.(Sri Marjono, 2022). From here the researcher wants to further review the causes of customers at BMT Khasanah Tawang Weru, choose working capital financing for purchasing personal items, and examine in detail the implementation and how the relevance of financial product at BMT Khasanah Weru by compliance Islamic Law on DSN

Fatwa No.04/DSN-MUI/IV/2000 in the first provision murabahah financing contract.

Literature Review

From the discussion of the previous research explained that the concept of financing with a murabaha contract, especially the practice of buying and selling goods carried out at BMT Muamalah Sejahtera Kambu that BMT as an Islamic financial institution is only a provider of funds, and represents customers to buy their needs and this is still in the corridor which is permissible in Islam. (Satriyani et al., 2021) at the forefront of research on the development of the application of the MUI fatwa, especially on Micro KUR at BSI KCP Serang, shows that there are stages are; proposals, surveys, analysis, committee meetings, contracts, financing realization, and installments. The application of Micro KUR used by Murābahah. the product that is done is appropriate by the general provisions of Islamic banks as stipulated in the DSN MUI Fatwa No. 04 of 2000 concerning Murābahah, because in this case the bank as the seller authorizes the customer to purchase the goods needed on behalf of the bank. The contract that is applied is a Murābahah bil wakalah contract.(Amaliah, 2022) In this study, developments are still needed from the suitability required by prospective customers to apply for the form of financing needed.

In the next research is from Mutiah K. Sihotang who discusses “Pengaruh Pembiayaan Murābahah Terhadap Pendapatan UMKM Pada BMT Amanah Ray” in this study using quantitative methods The data analysis technique in this research is simple linear regression analysis. The results of the study stated that there was a significant between Murābahah financing on increasing MSME income at BMT Amanah Ray about effect with the acquisition of $t_{count} > t_{table}$, namely $3.320 > 2.011$ with a significance level of 0.002. through the R Square determinary test obtained a value of 0.717 or 71.7% which means that the Murābahah financing variable can explain the income variable by 71.7% while the remaining 28.3% is explained by other variables outside the variable used in this study(sihotang, 2021). The research that will be carried out has not shown data on the influence on MSME income

From research conducted by researchers discussing the practice of Murābahah financing products, it is still the choice of customers, especially for customers in the low income category. With products that are useful for low-income customers, they are able to increase the value of income, which means that they can improve welfare for customers. Products with Murābahah contracts also have the potential to improve the standard of living for people with low incomes. However, in practice among the community there are still some discrepancies between the contract agreed upon and the action carried out so that sometimes it also raises discrepancies rather than the contract, while the legal protection carried out at BMT is only on guidelines or guidelines from the MUI Fatwa which is still not a strong legal position the form is in Indonesia so that if it does not show formal sanctions on customers or Islamic financial institutions (BMT) that

carry out agreements that are not in accordance with the terms of the contract;

Methodology

Judging from the object and the results to be obtained, this research is included in the type of descriptive research using qualitative methods. Descriptive research is research conducted to determine the value of one or more variables without making comparisons and connecting with other variables. The object of this research is the financing of the Murābahah at BMT KHasanah of Weru in terms of the fatwa of the National Sharia Council as one of the legal forms in Indonesia. Data collection techniques include interviews, the resecher get data interview with Mr.Sri Marjono as branch manager in BMT Khasanah Weru, observation and documentation. As for data analysis techniques using Qualitative descriptive is a research method that moves on a simple qualitative approach with an inductive flow. This inductive flow means that qualitative descriptive research begins with an explanatory process or event which can finally be drawn a generalization which is a conclusion from the process or event (Yuliani, 2018). The purpose of this research is to intensively examine the background and current conditions of the subjects studied, as well as their interactions with the environment.

Result and Discussion

Concept of Murābahah Financing

Murābahah linguistically comes from the word ربح which means profit, because in buying and selling Murābahah you have to explain the profit.(Mahkamah Agung, 2011) Murābahah is a sale and purchase transaction in which an Islamic bank (in this case BMT) acts as a seller and the customer as a buyer, with the selling price from BMT being the purchase price from the supplier plus a certain percentage of profit according to the agreement (Soemitra, 2009).

1. The legal basis of Murābahah in Qur'an Surah al Baqarah 275,

"...Whereas Allah has justified buying and selling and forbidding usury..."

also explained in Qur'an Surah An Nisa verse 29,

O you who believe, do not eat each other's wealth in a vanity way, except by way of trade that applies with likes and likes between you.

Transactions on Murābahah contracts are also explained in the hadith of the Apostle from Bukhari which explains that, *"Has told us Muhammad bin Yusuf has told us Sufyan from Humaid from Anas radliallahu 'anhu said; "When Abdurrahman bin 'Auf arrived in Medina, the Prophet sallallaahu 'alaihi wasallam brother him with Sa'ad bin Ar Rabi 'Al Ansari, then Sa'ad offered to divide in half between the two wives and their wealth. Then Abdurrahman bin 'Auf said: "May Allah bless you to your family and wealth. Tell me the market." Then he sells and*

gets profit from trading ghee and cheese. After a few days, the Prophet sallallaahu 'alaihi wasallam saw him wearing clothes and perfume. So the Prophet sallallaahu 'alaihi wasallam asked him: "How are you, O' Abdurrahman?" Abdurrahman replied; "I have married an Ansar woman." He asked again: "How much dowry did you give her?" Abdurrahman replied; "Jewelry weighs the weight of a gold grain or a gold grain." Then he said: "Have a walimah (reception) even if only with a goat" (HR. Bukhari, No. 3644).

Allah has instructed humans to meet their needs in the form of premiary needs as clothing and food in a lawful way, namely by muamalah transaction (buying and selling or ba'i), In the rules of ba'i Al-Murābahah there are pillars and conditions that must be met by prospective customers or as buyers and BMT as sellers if one of these conditions is not fulfilled then the transaction is invalid.

The Term of Bai' Al-Murābahah are; 1) The seller must notify the cost of capital to the customer, at this stage the customer volunteers to fulfill his needs to the bank in order to get loan assistance in meeting his needs, 2) The contract must be valid in accordance with the established pillars. In this case, such as the seller (bai) and the customer as the buyer (musytari') and the object being traded is appropriate, as well as the price agreed upon by both parties using the qabul consent contract. 3) The contract must be free from usury, this is an important point in buying and selling activities that is free from ribawi, even though the form of purchasing an item is by borrowing a certain amount of funds to buy the item. 4) The seller must explain to the buyer if there is a defect in the goods after purchase, in this case showing the quality of goods is part of honesty that must be upheld by the seller, to avoid gharar. 5) The seller must convey all matters relating to the purchase, for example if the purchase is made in debt, the clarity of the contract that must exist before agreeing on what will be done, this is to reach an agreement, the clauses of the contract must be understood by the parties (Ascarya, 2007; Nafis, 2018)

There are many ways to transfer ownership of assets as described in the KHES book, including buying and selling (Murābahah), inheritance, grants (Hibah), and endowments(waqf) (Mahkamah Agung, 2011). The ownership will transfer to the customer immediately after the sale agreement purchase is signed and the customer will pay for the item in installments but the amount is according to the agreement until repayment. One of the most popular fiqh schemes used by Islamic banking is the buying and selling Murābahah scheme. Murābahah financing transactions are commonly carried out by the Prophet and his friends. In simple terms, Murābahah means a sale of goods for the price of the goods plus an agreed margin. (Afrinda, 2016) This contract is a form of natural certainty contracts, because in Murābahah it is determined what the required rate of profit is (the profit to be earned). (Karim, 2006) Al-Murābahah contract, namely the contract of sale and purchase of goods by stating the acquisition price and profit agreed upon by the seller and the buyer. Murābahah can be done in cash, it can also be paid in a deferred manner

or paid in installments. Murābahah is an Islamic banking product in financing the purchase of local and international goods. Murābahah financing is similar to working capital loans from conventional banks because the financing period is no more than one year.

Bai' Al-Murābahah is the sale and purchase of goods at the original price with additional profits agreed between the bmt and the customer, in the Murābahah contract the seller mentions the purchase price of the goods to the buyer then the seller requires a certain amount of profit. (Zainuddin, 2010) In a Murābahah agreement, Financial Institutions for purchase of goods that are needed by its customers by purchasing the goods from suppliers and then selling them to customers at prices added with profit or marked-up. Sales of goods to customers are carried out on a cost-plus profit basis. with affordable prices that are reported to increase customer interest in buying and selling transactions, as well as friendly profits or margins. (Taan, 2021)

From some of the definitions above, it can be concluded that what is meant by Murābahah financing is the contract of buying and selling of goods at the original price plus the agreed profit between the seller and the buyer where the seller informs the buyer about the original price of the goods.

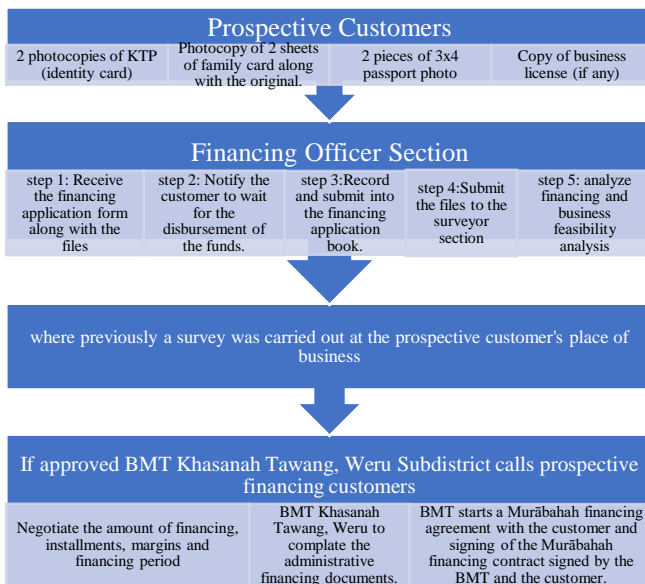
The minimum basic principles (standards) of Murābahah financing that must be met are as follows: (Ascarya, 2007) 1). Murābahah is the sale of goods by a person to another party with an arrangement that the seller is obliged to disclose to the buyer the cost of the goods and the profit margin included in the selling price of the goods, 2) Murābahah, like any other sale and purchase, requires an offer and a statement of acceptance (consent and acceptance) which includes an agreement on price certainty, place of delivery and date of the agreed price to be paid (in this case a deferred payment), 3) Because it is a sale and purchase, the commodity that is the object of buying and selling and Murābahah transactions must be tangible, owned by the seller and in physical or constructive control. Therefore, it should be that the seller bears the risk of ownership before selling the commodity before selling to the buyer or consumer, 4) Goods or object that are traded must be real goods and not a number of credit documents, 5) In Murābahah transactions; the appointment of an agent, if any, the purchase of goods by or for and on behalf of the bank, and the final sale of goods to customers must all be transactions that are independent of one another and must be documented or recorded separately. However, a sale agreement can cover all events and be carried out in advance and can be made at the time of starting a sale and purchase agreement relationship. 6) If the sale and purchase transaction has been agreed upon, the selling price set cannot be changed. 7) receipt of the fine will be recorded in the benevolence fund at the bank. 8) Murābahah contracts cannot be rolled over because the goods when sold by the bank have become the right of the customer so that they cannot be resold by the bank. The concept Murābahah on Fatwa DSN MUI No 04/DSNMUI/IV/2000 concerning Murābahah are as

follows: (DSN MUI, n.d.), explained as; 1) Banks and customers must enter into a usury-free Murābahah contract. 2) Goods that are traded are not prohibited by Islamic law. 3) The bank finances part or all of the purchase price of goods whose qualifications have been agreed upon. 4) Banks buy goods that customers need on behalf of the bank itself and the purchase must be legal and riba-free. 5) The bank must convey all matters relating to the purchase. 6) The bank then sells the goods to the customer at a selling price equal to the purchase price plus the profit. In this regard, the bank must honestly tell the cost of goods to the customer along with the costs involved. 7) The customer pays the agreed price of the goods at a certain agreed period. 8) To prevent misuse or damage to the contract, the bank can enter into a special agreement with the customer.

If the bank wants to represent the customer to buy goods from a third party, then the murabaha sale and purchase agreement must be made after the goods in principle belong to the bank. This was explained by Ascarya about the standard of financing being the same as the parts of the fatwa, but the conditions in the position of a fatwa in Indonesia are basically non-binding but of course there are limits but it can still have an impact on social and political society, because Fatwa as a legal opinion in Indonesia and must be issued or according to constitutional law in Indonesia, and the position of the next Fatwa on a special basis with sharia so that only Muslim communities are regulated (Retnowati & Rosalina, 2022). The existence of the fatwa only answers the problems of Muslims in Indonesia with their increasingly complex and advanced needs. Thus Muslim problems related to the development of financing with murabaha contracts which are always developing can be resolved with fatwa guidelines, so that problems in practice can refer to fatwas, because fatwas have become legally binding in Indonesia.

Implementation of the Murābahah Financing Product at BMT Khasanah Tawang, Weru

Financing is one of the main products of financial institutions. So is the financing provided by BMT Khasanah Tawang, Weru Unit Weru District. There are three types of financing or Murābahah contracts at BMT Khasanah Weru, namely working capital financing, consumptive (personal) financing and productive financing. Meanwhile, in submitting the three types of Murābahah contracts, the procedures are the same, as described on below (Innayaya, 2022; Sri Marjono, personal communication, 2022).



Picture 1. The Procedure of Murabahah Contract Submission

After the application process has been completed from BMT Khasanah Tawang, Weru, next step is the contract process between the two parties. (Nurwillan & Siregar, 2020) The contract that used in financing process at BMT Khasanah Tawang, Weru claimed is a Murabahah financing contract, where the BMT acts as a seller and the customer as a buyer, with a certain agreement in it according to the agreement. which was made at the beginning of the contract, in the preparation of contractual clauses there must be good faith by both parties so that what they need can be achieved. (Retnowati et al., 2022) The agreed Murabahah financing contract must be signed by both parties to the contract. (Kholisiah et al., 2021) However, it often happens that at BMT Khasanah Tawang there is a discrepancy between the contract and the practice carried out by the customer. there are customers who submit a need for an item using a type of working capital financing, even though these are two different things. it is often known when the bank reviews the business of business actors, but what is found is the addition of new customer assets, such as new vehicles or new furniture. As for what we know, no one has used a murabaha contract for working capital financing, but for this financing, a cooperation agreement has been used. although in the field of buying and selling financing with a murabaha contract it is a consumption financing that is in great demand by the public, but there are also people who like capital financing contracts but are used to fulfill their consumption needs.

Discussions

As in the scheme described in the previous discussion, the implementation of a murabaha financing contract at BMT Khasanah, Weru District itself begins with submitting a financing application from the customer, then the customer fills out the financing application documents that have been signed by the BMT and those who know others and complete Documents proof of business ownership from customers. After the application has been approved, then both parties make a contract agreement that is agreed upon

by both parties. If the customer's needs are in the form of goods, BMT will first purchase the goods desired by the customer by attaching a memorandum of purchase for these goods, and these purchases must be legal and riba-free. (Qatrunnada & Marzuki, 2019) Meanwhile, if the customer needs money for business capital, BMT will provide business capital to the customer in accordance with the agreed nominal amount. After everything is completed, the customer has the obligation to pay off the Murabahah financing in installments every month according to the contract period agreed at the beginning, after the Murabahah financing contract ends, the customer's mandatory savings are given in full to the customer.

If the Customer has finished with the Murabahah financing and wants to re-enter the Murabahah financing contract, they must re-submit an application letter with the following requirements (Sudiarti & Husna, 2021) (Pratama, 2019) (Dyvia Nandhita Sachputri & Wijaya, 2021)

After the customer submits the application, the financing party re-examines the customer whether the customer is still running his business and whether the customer is smoothly make payments in previous Murabahah financing so as to avoid bad financing and customer negligence and pay off the financing.

Then, the Murabahah financing contract is carried out again, to seek agreement on the amount of financing needed by the customer, the desired margin by the BMT and the financing period, after an agreement is signed, then the contract is signed

From the previous explanation we know that the BMT Khasanah Tawang Weru is in accordance with the DSN-MUI fatwa No. 04/DSNMUI/IV/2000 concerning murabaha in the first decree no and on the provisions of the DSN-MUI fatwa number 17/DSN-MUI/IX/2000 decree first number 2. However, there are still problems with its customers. (Junician, 2021) the BMT Khasanah Tawang Weru often finds its customers using working capital financing, to buy personal needs. According to the BMT Khasanah manager, the BMT only realized this when conducting a thorough review directly because customers do not report the development of their business capital. After being asked why the customer chooses a capital contract for the purchase of personal goods, that is, the customer can buy the desired item in cash without being affected by margin from the BMT and can buy more than one item. The BMT Khasanah Tawang Weru takes an evaluation of this phenomenon, the BMT will not limit the purchase of customer goods which usually can only submit one item or object after a review by the BMT of the customer's annual income. (Anugrah & Laila, 2020; Ardika, 2022)

Basically the practice of implementing financing, murabaha BMT Khasanah weru in terms of the rules and conditions has met what has become the standard that has been described by Ascarya, from the subject to the object, as well as in the provisions of the DSN MUI Fatwa No 4/DSNMUI/IV/2000, will be from the implementation of carrying out the practice that they have not done well,

because they unilaterally changed the contract and also the function of the agreement they specified, namely like the financing they use for business capital but they use it to fulfill consumptive needs, so this creates an imbalance honesty from customers, so as to reduce the value of existing cooperation between the bank and the customer. In addition, there are customers who resell goods or objects that have been agreed upon by both parties even though the customer has not paid off the financing at BMT Khasanah Tawang Weru, from the evaluation results of the BMT the letters on the goods or objects purchased by the customer are stored first by BMT, if the customer has paid in full for the murabahah financing, the BMT will hand over the letters of goods or objects.

Conclusion and Research Implication

Conclusion

The practice of murabahah financing at BMT Khasanah Weru is in accordance with Islamic sharia provisions in terms of the DSN MUI Fatwa, although there are practices that occur in contract discrepancies in working capital financing. In addition, BMT Khasanah Tawang is responsive in solving problems that exist with its customers, for example customers who use working capital financing to buy personal needs, the BMT looks for the root of the problem and then solves it correctly without violating the DSN MUI fatwa and Islamic law. So that the funds in BMT do not experience congestion.

Research Implication

Discrepancies in contract implementation and implementation are addressed by looking for the root of the problem found in the customer. In this case the honesty and obedience of the customer is very necessary when making a loan. So there is no deviation in the implementation.

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