

# ANALYSIS OF MURABAHA FINANCING SYSTEMS AND PROCEDURES IN KPRS PRODUCTS AT BTN SYARIAH KCPS CIBINONG

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## **Abstract**

BTN Syariah can conduct KPRS financing through a murabahah (sale-purchase) agreement in a mutually agreed agreement. This research aims to find out how the system and procedure of KPRS financing at BTN Syariah KCPS Cibinong and to find out whether the application of murabahah financing in KPRS products at BTNS KCPS Cibinong is based on the provisions of Fatwa DSN MUI No: 04/DSN-MUI/IV/2000. The type of research used is descriptive qualitative research that can describe or provide an overview of a phenomenon or event in the problems that occur at BTN Syariah KCPS Cibinong from the results of interviews, objects and documentation how researchers can explain the problems that will be discussed in this thesis. The results of this study indicate that the application of the KPRS financing system and procedures at BTN Syariah KCPS is in accordance with the BTN Syariah company SOP and must be carried out because there are already provisions from BTN Syariah and the application of murabaha financing in KPRS products at BTN Syariah KCPS Cibinong is in accordance with the DSN MUI fatwa No: 04/DSN-MUI/IV/2000.

Keywords: KPRS Financing, System and Procedure, Murabahah Agreement.

## **Abstrak**

Bank BTN Syariah dapat melakukan pembiayaan KPR melalui akad *murabahah* (jual-beli) secara sepakat dalam suatu kesepakatan yang disepakati bersama. Penelitian ini bertujuan untuk mengetahui bagaimana sistem dan prosedur pembiayaan KPRS pada BTN Syariah KCPS Cibinong dan untuk mengetahui apakah penerapan pembiayaan *murabahah* dalam produk KPRS pada BTNS KCPS Cibinong berdasarkan ketentuan Fatwa DSN MUI No:04/DSN-MUI/IV/2000. Jenis penelitian yang digunakan adalah penelitian kualitatif deskriptif yang dapat menggambarkan atau memberikan gambaran suatu fenomena atau peristiwa dalam permasalahan yang terjadi di BTN Syariah KCPS Cibinong dari hasil wawancara, objek dan dokumentasi bagaimana peneliti dapat menjelaskan permasalahan yang akan dibahas dalam skripsi ini. Hasil penelitian ini menunjukkan bahwa penerapan sistem dan prosedur pembiayaan KPRS pada BTN Syariah KCPS telah sesuai dengan SOP perusahaan BTN Syariah dan harus dijalankan

karena sudah ada ketentuan dari BTN Syariah dan penerapan pembiayaan *murabahah* dalam produk KPRS pada BTN Syariah KCPS Cibinong sudah sesuai dengan fatwa DSN MUI No:04/DSN-MUI/IV/2000.

**Kata Kunci:** Pembiayaan KPRS, Sistem dan prosedur, Akad Murabahah.

## A. INTRODUCTION

Home is the most important need for everyone, of course, it is needed as a place for family to gather. However, currently the price of houses is getting higher, making people hesitant to buy their own homes. Due to the limitations and capabilities of the community, for every community who wants to buy a house, but can only buy a house in installments through Islamic home ownership financing. For those who cannot afford to buy a house in cash, BTN Syariah provides a solution to the needs of the community to finance the purchase of a house through financing KPR Syariah products, which will be tailored to the needs and abilities of those who want to own their own home. KPR Syariah is defined as Islamic home ownership financing with financing based on sharia principles, using a clear contract, not containing elements of *gharar* without *ribawi* financing in Islamic home ownership transactions.

The system and procedures of PT Bank BTN Syariah in making decisions on assessing applications for Islamic home ownership financing use the 5C principle, namely character, capital, capacity, collateral, and condition as a basis for consideration. Meanwhile, the Islamic home ownership procedure at PT Bank BTN Syariah has stages, namely mortgage financing procedures, mortgage application analysis, approval of mortgage financing applications, disbursement of mortgage financing applications, and monitoring of mortgage financing repayments. The entire KPR system and procedure has been regulated and in accordance with Fatwa DSN MUI No.04/DSN-MUI/IV/2000 concerning *murabahah* contracts. In the ease of obtaining approval for financing applications, the bank has suggestions for prospective customers which include the completeness of data that must be fulfilled both in the presentation of files and avoiding data fraud both during interviews and field surveys. As well as considering the value of the increase in assets to be purchased, maintaining the quality of self-financing against credit with other banks so that it can pass selection in BI checking, and having enthusiasm in communication with the bank (Chrisna et al., 2020: 10).

The *murabahah* agreement is a sale and purchase transaction of an item at the acquisition price of the goods plus a margin agreed by the parties, where the seller informs the buyer of the acquisition price in advance. In channeling financing based on the *murabaha* contract, the Islamic banking law provides an explanation that what is meant by a *murabaha* contract is a financing contract for an item by confirming its

purchase price to the buyer and the buyer pays more as an agreed profit (Wangsawidjaja, 2012: 114).

The purpose of the study, to be able to find out how the system and procedure of KPRS financing at BTN Syariah KCPS Cibinong and to find out whether the application of murabahah financing in KPRS products at BTNS KCPS Cibinong is based on the provisions of Fatwa DSN MUI No: 04/DSN-MUI/IV/2000.

## **B. RESEARCH METHODOLOGY**

Qualitative research is research that is conducted thoroughly on an object. The researcher becomes the main instrument in a qualitative research. Then, the research results are explained in the form of words obtained through valid data. The main purpose of qualitative research is to understand social phenomena or symptoms that occur (Jaya, 2020: 110). In this type of qualitative field research (field research) used is a focus on observing the place of research that occurs in order to analyze the results that have been obtained by researchers in observation and documentation techniques in their research. The research method used is descriptive qualitative research or field studies, meaning that the data analyzed is based on observations that do not have to be in the form of numbers or coefficients between variables. Data or information obtained from interviews, observations, documentation, and field notes are compiled by researchers by describing the findings obtained (Jaya, 2020: 110).

Data collection techniques can be done in various settings, various sources, and various ways. Data can be collected in a natural setting.

In qualitative research, data validity testing is needed to determine the standard of truth of the data from the results of the research that has been carried out. Basically, data validity is carried out to test how much degree of trust in the research results. Thus, qualitative research can refute if the results of its research are said to be unscientific. The number of research results that are doubtful is one of the factors of weakness in data collection techniques, namely, observations and interviews conducted often affect the accuracy of the data. The data validity test in qualitative research consists of data credibility test, transferability test, dependability test, confirmability test.

Qualitative data analysis is principally and procedurally different from quantitative data analysis techniques. The qualitative data collection process which generally focuses on interviews and observations, the results are obtained from field notes which are drawn into an analysis of conclusions (Jaya, 2020: 177).

## **C. RESULT AND DISCUSSIONS**

### **1. KPRS Financing System and Procedure at BTNS KCPS Cibinong**

a. Mortgage Financing at BTNS

In a relevant journal written by (OJK, 2012). Explaining that Islamic home ownership financing, commonly known as KPR Syariah iB, uses a contract based on sharia principles to provide financing to customers related to Islamic home ownership.

In a relevant journal written by (Lesmana et al., 2021). The purpose of owning a house is one of the needs of every human being, and by owning a house, a person fulfills the purpose of Islamic law or sharia law to protect family and property. Therefore, the existence of Sharia KPR is considered to be able to bring benefits to Muslims in general, especially customers. According to fiqh or qawaidul fihiyyah, contracts in Islamic mortgages are allowed based on several principles, including: basically all forms of muamalat can be carried out unless there is an argument that prohibits it. Where there is Allah's law, difficulty brings convenience, necessity replaces urgency, and what applies according to custom is the same as what applies according to Islamic law.

b. KPRS financing system at BTNS

The complete requirements needed by BTN Syariah Bank in applying for Sharia KPR financing, in the table of personal documents in applying for BTN Sejahtera iB KPR financing and BTN Platinum iB KPR, states that the document requirements for personal required by BTN Syariah are as follows :

KELENGKAPAN	KARYAWAN	WIRASWASTA	PROFESIONAL
Formulir Pengajuan	✓	✓	✓
FC KTP	✓	✓	✓
FC Kartu Keluarga	✓	✓	✓
FC Surat Nikah	✓	✓	✓
FC SK Pegawai	✓	—	—
FC Slip Gaji	✓	—	—

<b>SK Penghasilan</b>	–	✓	✓
<b>Rek, Koran 3 bln terakhir</b>	✓	✓	✓
<b>Lap. Keuangan 3 bln terakhir</b>	–	✓	–
<b>FC NPWP/SPT PPh 21</b>	✓	✓	✓
<b>FC Ijin Usaha, SIUP, TDP, APP</b>	–	✓	–
<b>FC Ijin Praktek</b>	–	–	✓
<b>FC Sertifikat dan IMB</b>	✓	✓	✓
<b>Mengisi Surat Pernyataan (KPR BTN Sejahtera iB)</b>	✓	✓	✓

**Table 4.2 Completeness of BTN Sejahtera iB and BTN Platinum iB  
KPR Financing Documents**

*Source: Bank BTN Syariah KCPS Cibinong*

From what has been described and described regarding the complete requirements for applying for KPRS financing at BTN Syariah, it connects with relevant journals written by (Hamonangan, 2020). From the results of interviews with informants, it is explained that in considering the terms of sharia home ownership, the bank needs to carry out the 5C principle against the customer, in order to consider whether or not it is feasible and can be processed further by the bank. Here are the 5C principles:

- a. Character by looking at the customer's disciplinary characteristics, finding out the customer's personality from the closest person or sibling, finding out if the customer has a loan elsewhere, and checking in BI checking to see the customer's loan data at other banks.
- b. Capacity emphasizes the method used by seeing whether the customer has his own business or not, then the profit earned per month will be seen, by looking at the customer's business financial statements.
- c. Capital emphasizes more on the customer's efforts in preparing other capital apart from the financing bank, and is personal capital. The greater the capital the more trust, the capital here can be in the form of a place of business, business goods, and so on.

d. Collateral emphasizes more on the value of collateral provided such as land certificates, houses, and so on. The higher the value, the easier it will be to apply for financing, and vice versa.

e. Condition Of Economy emphasizes the customer's ability with several situations that will be faced. As if there is a decrease in production, if the risk posed is smaller, the bank will easily provide financing.

The principles of restructuring murabaha financing must pay attention to several things. First, the principle of not harming banks and customers, where banks restructure financing and business activities must be carried out in ways that do not harm Islamic banks and customers. Second, the prudential principle where Islamic banks have confidence in the willingness and ability of customers to pay off obligations on time. This confidence is obtained through a careful assessment of the character, capital capabilities, collateral, and business prospects of the customer. Then look back at the application of know your customer principles, and the application of sound financing principles, known as 5C, namely: character, capacity, capital, collateral, and economic conditions that affect the customer's business activities (condition of economic) (Faisal, 2011).

In a related relevant journal written by (Ifham, 2017). BI checking is a means of identifying customers or prospective customers who do not carry out debt repayment obligations for any reason. If someone is included in the BI checking list, then that person can be categorized as a customer who does not carry out obligations. This BI checking instrument is very important, to identify responsible customers for customers who are unable. If there is financing without BI checking, legally formal financing is given to people who are being recorded as irresponsible.

In a relevant journal written by (Syathori, S Febriyani, 2022). Bank Tabungan Negara (BTN) has implemented a sharia home ownership financing system (KPRS) properly and in accordance with the standards that have been set. In the implementation of Islamic home ownership financing (KPRS) is carried out separately in each section, so that Islamic home ownership financing and procedures are carried out properly and correctly. The main thing that becomes the BTN sharia KPRS rule is that there is no interest calculation in sharia home ownership financing but with a sale and purchase system and profit sharing or using a murabahah contract, where the bank buys an item needed by the customer then the bank sells it to the customer.

c. KPRS Financing Procedure at BTNS

In a relevant journal written by (Hafidhissidqi, 2016). The mechanism of financing Sharia KPR with a murabahah contract at Bank BTN Syariah, through the financing application procedure as follows: customers fill out the customer data application form, rechecking customer data, analyzing customer eligibility, realization of waiting for the receipt of financing, making an agreement using a murabaha contract or contract chosen by the customer, delivery of goods, and repayment of installments until the mutually agreed time limit. In the system and procedure for KPRS financing with a murabaha contract at BTN Syariah bank, it is in accordance with sharia principles, this has been proven in the implementation of KPRS financing with a murabaha contract where the bank informs the customer of the cost of acquiring the house to be sold and the margin taken by the bank based on mutual agreement (Nasution, Haris. A, Septiani. R, 2020).

The entire KPR system and procedure has been regulated and is in accordance with Fatwa DSN MUI No.04/DSN-MUI/IV/2000 concerning murabahah contracts. In making it easy to get approval for financing applications, the bank has suggestions for prospective customers which include the completeness of data that must be fulfilled both in the presentation of files and avoiding data fraud both during interviews and field surveys. Then consider the value of the increase in assets to be purchased, maintain the quality of self-financing against credit with other banks so that they can pass the selection in BI Checking, and have enthusiasm in communication to the bank (Chrisna et al., 2020).

## **2. Application of Murabahah Financing in KPRS Products at BTNS KCPS Cibinong Based on the Provisions of Fatwa DSN MUI No: 4/DSN-MUI/IV/2000**

Murabahah is a contract that is carried out using the instrument of sale and purchase by taking profit. This scheme can also be an access to business capital through the bai' murabahah bil wa'di lisy syira' and bai' murabahah lil amri lisy srira' contracts, the profit value obtained by banks depends on the profit margin. This murabahah contract financing is carried out on a ribhun (profit) basis through buying and selling in installments or cash. The murabahah agreement is also included in bai'ul amanah, which means a trustworthy sale and purchase transaction in which the seller provides transparency regarding the capital price and margin clearly and honestly to the buyer. Murabahah is basically a process of buying and selling goods where the original price and profit are known and agreed upon by both parties beforehand (Ikbali & Chaliddin, 2022).

Islamic KPR murabahah financing products have main provisions, which regulate the mechanism of Islamic KPR murabahah financing products. Then seen

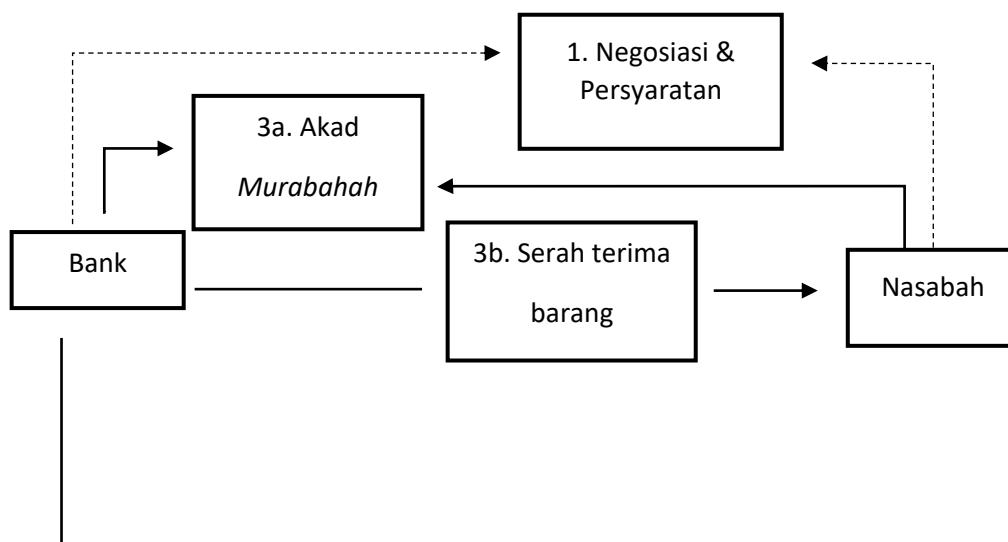
from the terms of the pillars of the contract, which have fulfilled the requirements of the legal pillars of the sale and purchase contract. The procedure carried out in the Islamic KPR financing mechanism is that the bank as the seller of goods is in accordance with the principles of murabahah sale and purchase, namely telling honestly the basic price and adding a profit margin. The determination of the murabahah profit margin for Islamic KPR financing uses the components of cost of found, overhead cost, risk premium, and term. These components are also used to calculate loan interest in conventional banks. Because the components used in determining the murabahah margin for Islamic mortgage financing are not appropriate for use in Islamic banks, because they tend to practice usury in conventional banks (Marwini, 2014). The following contracts can be used in Islamic KPR financing in Islamic banking:

a. Murabahah or sale and purchase agreement

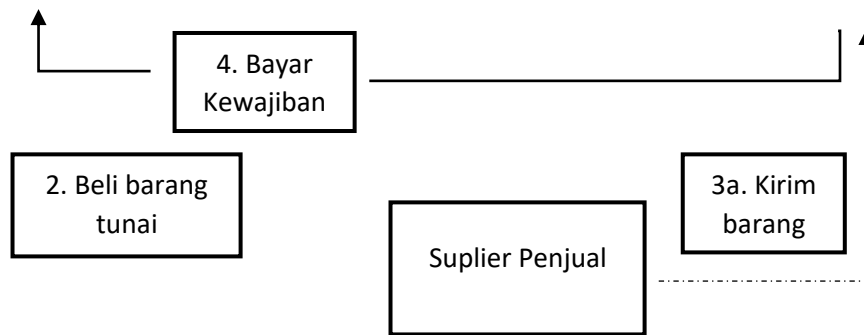
Bai' al-murabahah is the sale and purchase of goods with capital plus profit, which of course is agreed by both parties. In the sale and purchase contract, the seller is obliged to inform the seller of the price of the goods purchased plus the profit margin that will be received.

b. Istishna' or booking agreement

Bai' al-istishna is a type of contract that uses a contract between the buyer and seller and the maker of the goods. In this contract, the buyer must order the goods needed first and then the maker of the goods accepts the buyer's order, according to the agreement of both parties. Therefore, the buyer will make initial financing, namely upfront payments, then periodically (Antonio, 2001). The implementation of the istishna' contract on sharia home ownership (KPR) at Amany Residence Jember is carried out after consumers carry out the ta'aruf process, which includes submitting an application, studying the terms of the transaction and then being determined to be feasible by the developer until the last one is paying a deposit of Rp. 5,000,000 (reducing the down payment). Istishna' which is referred to in this research is the sale and purchase of something that is described as being in the dependents whose manufacturing process takes place from the seller. (Guanabara et al., 2019).







**Figure 1.3 Schematic of the Murabahah Agreement Process**

*Source : (Ascarya, 2013).*

There are several pillars of the murabaha contract that must be fulfilled in the transaction, namely:

- a. The contractor, namely ba'i (seller) is the party who has the goods to sell, and musytari (buyer) is the party who needs and will buy the goods.
- b. The object of the contract, namely mabi' (merchandise) and tsaman (price) and
- c. Shighah, namely Ijab and Qabul.

In this financing, the bank as the owner of funds buys goods according to the specifications desired by customers who need financing, then sells them to these customers with the addition of a fixed profit. And the customer will continue to complete the financing within a predetermined period of time (Ascarya, 2007).

Fatwa of the National Sharia Council NO. 48/DSN-MUI/II/2005 concerning rescheduling murabahah bills, settlement provisions: Sharia Financial Institutions may reschedule murabahah bills for customers who cannot complete or pay off their financing in accordance with the agreed amount and time, provided that, do not increase the amount of the remaining bills, charging fees in the rescheduling process is the real cost and the extension of the payment period must be based on agreement (MUI, 2005).

There are several Fatwas of the National Sharia Council No. 04/DSN-MUI/IV/2000 related to the murabahah contract, to determine the validity of the murabahah contract. The DSN-MUI fatwas concerning murabahah that have been issued by the National Sharia Council read as follows.

First: General Provisions of Murabahah in Islamic Banks

1. The bank and the customer must enter into a usury-free murabahah contract.
2. The goods being traded are not forbidden by Islamic sharia.
3. The bank finances part or all of the purchase price of the goods whose qualifications have been agreed upon.

4. The bank purchases the goods required by the customer on behalf of the bank itself, and this purchase must be legal and free of usury.
5. The bank must convey all matters relating to the purchase, for example if the purchase is made on a debt basis.
6. The bank then sells the goods to the customer (the customer) at a selling price equal to the purchase price plus profit. In this regard, the bank must honestly disclose the cost of goods to the customer along with the necessary costs.
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.
9. If the bank wants to represent the customer to purchase goods from a third party, the murabahah sale and purchase agreement must be done after the goods, in principle, become the bank's property.

#### Second: Terms of Murabahah to Customers

1. The customer submits an application and promise to purchase an item or asset to the bank.
2. If the bank accepts the proposal, it must first purchase the asset legally with the trader.
3. The bank then offers the asset to the customer and the customer must accept (buy) it in accordance with the promise he has agreed to, because legally the promise is binding; then both parties must make a sale and purchase contract.
4. In this sale and purchase, the bank is allowed to ask the customer to pay a down payment when signing the initial order agreement.
5. If the customer subsequently declines to purchase the goods, the bank's real costs must be paid from the down payment.
6. If the amount of the down payment is less than the loss incurred by the bank, the bank may recover the remaining loss from the customer.
7. If the down payment uses an 'urbun contract as an alternative to the down payment, then
  - a. If the customer decides to purchase the goods, he only needs to pay the remaining price.
  - b. If the customer cancels the purchase, the down payment belongs to the bank to the extent of the loss incurred by the bank due to the cancellation; and if the down payment is insufficient, the customer is obliged to pay off the shortfall (Fatwa DSN-MUI, 2000).

OJK has formulated it into a standard book for musyarakah mutanaqishah products, in fact, in the implementation of MMQ. After being analyzed based on compliance with sharia compliance in the fatwa and AAOIFI, it was found that there were discrepancies with sharia rules at several points such as; murakkab contracts and

the occurrence of ta'alluq. The majority of scholars reject contracts that contain these two elements, the object of the contract is used as collateral, and the object is not tangible, and the maintenance costs are entirely the responsibility of the customer, which should be the responsibility of both parties. If there are scholars who allow it, the fall is still in subhat which is better avoided. The existence of ta'alluq or the second contract being a condition of the first contract also violates shariah compliance, because the fatwa only allows wa'ad not conditions. In addition, using the object as collateral is not correct. (Basyariah, 2018).

#### **D. CONCLUSION**

After conducting observations, interviews and research analysis at Bank BTN Syariah KCPS Cibinong. The following are the conclusions obtained by the author based on the formulation of the problems in this study:

1. The KPRS financing system and procedures at BTN Syariah are in accordance with the SOP of the BTN Syariah company and must be carried out because there are provisions from BTN Syariah to always implement order in the system and procedures for Islamic mortgage financing. By completing all requirements determined by BTN Syariah to smooth the process of applying for KPRS financing, and in applying the 5C principle, it is mandatory for the bank because it can assess the customer's eligibility to have KPRS financing at BTN Syariah. Monitoring repayments in KPRS financing is needed to find out customers who are late in paying their obligations, if there is a delay then the customer will be given sanctions or fines, if more than one month late in paying then the bank will give a warning letter to the customer to immediately pay their obligations.
2. The application of murabaha financing in KPRS products at BTN Syariah KCPS Cibinong is in accordance with the DSN MUI fatwa No: 04/DSN-MUI/IV/2000, because if there are provisions in KPRS financing, all rules carried out by BTN Syariah have sharia compliance or sharia compliance made by DSN MUI regarding murabaha and adjusting to the articles that apply in BTN Syariah regarding Sharia KPRS financing. In all considerations, the customer determines with certainty that he will apply for Sharia KPRS financing at BTN Syariah and the customer will also feel safe and comfortable when applying for KPRS financing at BTN Syariah because according to the customer, all the rules and articles are appropriate and can be applied as a customer order in Sharia KPRS financing.

## SUGGESTIONS

Based on the conclusions that have been presented previously, the researchers provide some suggestions for BTN Syariah and customers as follows:

1. The author suggests that all employees who handle Sharia KPR financing at BTN Syariah Bank should be able to deepen their knowledge about the system and procedures of Sharia KPR financing and increase their knowledge about the contracts that can be used in Sharia KPR financing and the DSN MUI fatwa which is used as a reference in Sharia KPR financing. So that the objectives of BTN Syariah can be achieved properly.
2. The author suggests for customers who apply for Islamic KPR financing to carefully read the sharia compliance contained in the articles applicable in BTN Syariah or the law and the provisions of the DSN MUI fatwa No: 04/DSN-MUI/IV/2000 concerning murabahah. So that customers can find out the applicable provisions in accordance with the murabaha contract that customers use in the financing.

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