

MANAGEMENT OF “AKAD MURABAHAH” ON SUBSIDIZED HOUSING FINANCING IN THE BRANCH OFFICE OF “BANK TABUNGAN NEGARA (BTN) SHARIA” IN BATAM

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ABSTRACT

One type of bank product is a mainstay now is the form of offering financing products Ownership Subsidized Housing, And needs of the community, especially the lower middle-class society will be the availability of housing that is habitable is a primary need that can not be rejected again. For that form of mortgage financing for most people is the best solution. However, a problem arises where there has been much disagreement on the principles of sharia. In other words, in the have a “muamalah” activities should use the provisions in force in the field of Islamic law. The provisions of Islamic law governing the movements between the man known as the principles of sharia have an essential role in the economic life of society. The purpose of which is to meet community needs for housing or decent housing. The manifestation of professionalism shown by the Branch Office “muamalah” in Batam achieve it best category award in the realization of Subsidized Housing Nasional. Bank level BTN Sharia also always provide the best service to its customers, which one of them through subsidized homeownership financing in sharia and always follow legislation in force. Based on the analysis and the previous discussion, the following authors put forward some conclusions as follows: a. The need for residential facilities is essential for all Indonesian citizens without feathers . By of view because it is the muamalah take on this important role as a pioneer of home finance is subsidized. All that aims to provide a sense of justice and improve the welfare of society. b. In the subsidized homeownership financing in Islamic Party muamalah Branch Office of Batam and the recipient of the funding first, make “wakalah” which stated that the client authorizes the bank to build a home purchase subsidy desirable customers. Then in use “wakalah”, and the bank buys the house from the developer. After the purchase of the house and then the banks did purchase contract to the customer at the selling price agreed upon after the added margin (profit) bank. This is what is called a transaction “Murabahah”. Then customers pay the installments corresponding periods in multi separate. Transaksi this contract are allowed by the National Sharia Board fatwa Indonesian Ulema Council with the provisions of Indo- No.10/DSN-MUI /IV/ 2000 on “wakalah”. In the implementation of the financing agreement are carried out by the “muamalah” Branch Office with the recipient Batam financing problems may occur. Problems or problematic were generally occurred because of the faith that is not good from the receiving party financing. Said that because the “muamalah” Branch Office will hold a time Batam financing agreement has been briefed in detail the contents of the contract is communicated to the recipient of financing. The problems that occurred in the implementation of “Murabahah” in subsidized homeownership financing in sharia at the muamalah Branch Office (BTN) Sharia in Batam generally consist of two (2) types, namely: a. Recipients of subsidized home ownership financing by sharia late paying the installments that exceed the agreed time limit. b. Rececier subsidized home ownership financing by sharia are unable to pay the number of episodes as agreed.

BACKGROUND

Religion Islam covers three main aspects, namely the elements of aqidah, Sharia aspects and moral aspects. Therefore, Islam does not stop at the trust but also includes interactions among humans civilized life in the world. To set the human being, Allah created the law that contains regulations and legal law written in the Scriptures Al-Qur'an and Sunnah. Shari'a itself is divided into two parts, namely the worship that governs the relationship between man and God, and part "*muamalah*" governing relations between fellow human beings. Part of prayer summarized in the five pillars of Islam (the creed, prayer, fasting, zakat, and hajj). While the muamalah covers all aspects of human life in his interactions with other humans, ranging from marriage problems, trade-economic, social, and political. (Karim, 2004). "*Muamalah*" legal origin based on the knowledge of fiqhushul states that.

Rule fiqh:

الأصلُ في المعاملات الإباحة إلا أن يدلَّ دليلٌ على تحريمها.

"Everything is allowed unless there is a prohibition in the Al-Qur'an and Sunnah." What needs to be done regarding muamalah is to identify things that are forbidden (haram), then avoid it. In addition to the things that are forbidden, we may create, add, develop, and utilize the power of creativity (ijtihad) in the field of "*muamalah*" for the progress of human civilization. In Indonesia, the National Sharia Board Fatwa Indonesian "*Ulama*" Council set to implement Islamic principles in the field muamalah, especially economic activities of Islamic banking. Fatwas are then accommodated by legislation to ensure legal certainty in accordance prevailing in Indonesia equivalent provide justice to every party involved in the field.

In connection with the explanation, the authors were interested in researching the context of the writing of the law relating to the provision of financing home ownership with such subsidies. Which is the reason the title selection thesis that "*Murabahab*" contract dominates virtually all financing transactions. One type of bank product is a mainstay now is the form of offering financing products Ownership Subsidized Housing. Moreover, needs of the community, especially the lower middle-class society will be the availability of housing that is habitable is a primary need that can not be rejected again. For that form of mortgage financing for most people is the best solution. However, a problem arises where there has been much disagreement on the principles of sharia. In other words, in the have a "*muamalah*" activities should use the provisions in force in the field of Islamic law. The provisions of Islamic law governing the activities between the man known as the Islamic principles.

from the explanation, then that becomes the problem of the authors in this study are:
a. How to implement "*Murabahab*" in subsidized homeownership financing by sharia in the "*Bank Tabungan Negara*" Sharia in Batam? b. Any problems faced by the "*Bank Tabungan Negara*" in the implementation of Sharia in Batam "*Murabahab*". in subsidized home ownership financing by sharia in the *Bank Tabungan Negara* Sharia in Batam? c. Solution what is used by the "*Bank Tabungan Negara*" Sharia in Batam to overcome these problems?

LITERATURE REVIEW

Management as a processor implementation of policies, a plan that has been carefully collated and itemized. Here is an opinion on the application of the understanding according to experts. Baedhowi, (2009) expressed his opinion that the concept implementations have at

least three meanings: 1. as a processor implementation of policies. 2. Application as an end state policy of quality achievement (output). 3. Application as a process of implementation and performance of the objectives of a system. Execution as a process of implementation regarding the meaning of words (lexicographic), implementation (to implement) means "carry an undertaking, promise agreement into effect," without questioning whether the policy is achieving a goal or not. Hanifah expresses their opinions. Implementation is a process for conducting an act of political policy into administration. Development of a policy to improve a program (Baedhowi, 2009). According to Setiawan expressed his opinion as follows Implementation is the expansion of activities mutually adjust the process of interaction between the objectives and actions to achieve and requires a net.

UU No. 21 of 2008 concerning Islamic Banking in the written mention of the notion of the contract, which is a written agreement between the Bank Sharia or Sharia and others that contain the rights and obligations of each party by Islamic principles. According to scholarly definition of contract is the relationship between consent and qabul justified by Personality 'which creates legal effect to the object in question. While the term "*al'abdu*" can be equated with the term of the agreement, which is a statement of a person to do or not do something that is not associated with other people. "*Al'abdu*" term in the Qur'an contained in Surah Al Imran 76:

بَلَىٰ مَنْ أَوْفَىٰ بِعَهْدِهِ ۖ وَاتَّقَىٰ فَإِنَّ اللَّهَ يُحِبُّ الْمُتَّقِينَ ﴿٧٦﴾

Meaning: "Actually, anyone who keep their promises (he made) and devoted, then verily, Allah loves those who fear Him". Surah Al Imran 76. (GemalaDewi, 2005: 45)

According to Law No. 7 of 1992 concerning Banking as amended by Act No. 10 of 1998, namely: "Banks are business entities that raise funds from the public in the form of savings and channel them to the public in the form of credit or other forms to improve the lives of many." So the bank as the intermediary that community funds and channeling funds back to the community, then the bank to market its products in the form:

- a) The products in the context of fundraising or funding products.
- b) products to fund the distribution of lending products.
- c) The products of banks to banking services or products services (services).

Another term Islamic Bank is Academically, the term Islam and Sharia does have a different sense. However, technically to mention Islamic Bank have the same understanding. Islamic Bank means the bank that the procedure is based on the operation of the methods have a muamalat in Islam, which refers to the provisions of the Al Qur'an and Al Hadist, (Soemitro, 2004).

According to Perwataatmadja, Islamic Bank is a bank that operates by the principles of Islamic Shariah, especially regarding the procedures have a muamallat in Islam. In the ordinance, have a muamallat was shunned practices that feared contain elements of usury to be replaced by investment activities by profit sharing and trade financing, (Perwataatmadja, 1992). Since the enactment of Law No. 21 of 2008 concerning Islamic Banking, officially used the term Islamic banks. The understanding of Islamic banks under the Act are the banks running their business based on Sharia principles and by type consisting of Islamic Banks and Islamic Rural Bank Financing.

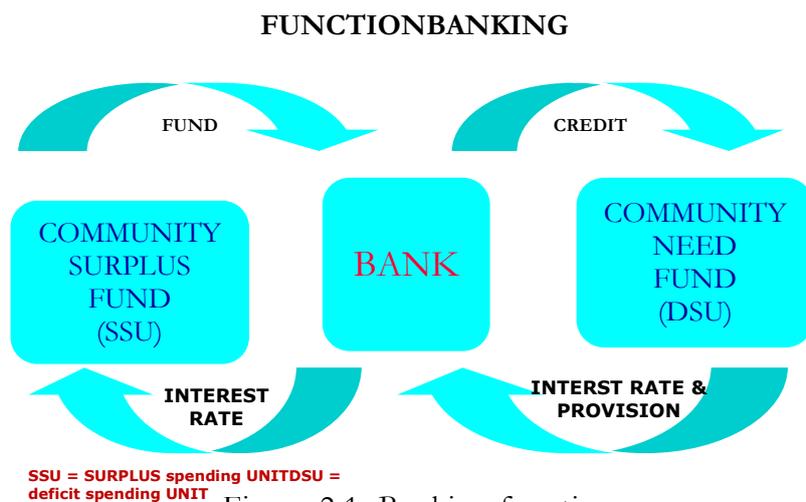


Figure 2.1. Banking functions

After the Indonesian government officially approved Law No. 21 of 2008 concerning Islamic Banking, the legislation is used for regulating all aspects of Islamic banking in the economic system in Indonesia. While things – things which are not explicitly controlled in the law, it still refers to the previous code.

“*Murabaha*” is a contract form and selling goods in addition to the purchase price the first, to be honest. “*Murabaha*” is a contract according to the scholars and selling goods which will be sold to the buyer, and the seller requires a return on sales within certain agreed amount. Because there is again in “*Murabaha*” agreed the characteristics of “*Murabaha*” is the seller must inform the buyer of the purchase price of goods and state the number of added advantages such costs. Referring DSN No.04 / DSN-MUI / IV / 2000 dated April 1, 2000 on “*Murabaha*”, stated that:

“*Murabaha*” is selling an item by confirming the purchase price to the buyer, and the buyer paid the price as a profit”. According Ascarya (2007), states that: "Funding is a form of contract when the Islamic bank as the owner of capital (*sabibul mall*) provide financing to those in need, either institutions or individuals .."

1. Types of Financing in Bank Islam

Islamic bank funds that have been obtained by issuing the following products.:

- a. Funding for various investment activities based on the results.
- b. Investment financing for “*mudharabah*”. “*Mudharabah*” or the delivery of capital investment is money to people who trade so that he gets a percentage of the profits.
- c. Funding for results “*Musyarakah*”. “*Musharaka*” a contract for the result when two or more businessman fund / capital owner work together as business partners, investment finance a new business or already running.
 - 1) Funding for various activities Financial “*Murabaha*”. Islamic banks and customer relationships by selling something with the price of capital goods plus the profit according to the agreement.
 - 2) Financing the procurement of goods for rent or rent-traded
 - a) Lease or called al *Ijarah*
A type of contract to benefit by way of reimbursement. So, essentially “*Ijara*” is a sales benefit.
 - b) Leasing or called “*Ijarah muntahiya bittamlik*”

Lease transactions with an agreement to sell or grant a lease object at the end of the period so that the operation is terminated with over ownership of the lease object.

- 3) Lending cash to virtue (al Qardhul Hasan) at no charge whatsoever, except for administrative costs in the form of all the expenses necessary for the validity of the debt agreement as stamp duty, notary deed fees, feasibility studies, and so on. al Qardhul Hasan of financing, the bank will receive administrative expenses without taking advantage.
- 4) Subsidized Home Financing
Housing finance is to society Lower Middle Income (MBM) and Low-Income Communities (MBR). Low-Income Communities are people who have the income of Rp 2.500.000, - (two million five hundred thousand rupiah) and the Lower Middle-Income society is a society that has a revenue of Rp 4,500,000, - (four million five hundred thousand rupiah).

RESEARCH METHODS

The area of this study conducted at the office of “*Bank Tabungan Negara*” Sharia Branch Batam domiciled at Jalan Sriwijaya Complex Regency Park Lot 29 Pelita - Batam, phone 0778 421 921, Fax. 422126. Star October 0778 until December 2016.

Subjects were studied something good people, things, or institutions (organizations). The research subject is that would be subject to the conclusion of the study. On the subject of this study is the object of research. In this research which is the subject of investigation is related to the implementation of the agreement “*Murabaha*” finance portfolio (mortgage) subsidy to customers with this concept in Bank BTN Sharia Branch office Batam.

The purpose of study is the nature of the circumstances of an object, person, or be the center of attention and research goals. The kind of the question can be the nature, quantity, and quality that can include behaviors, activities, ideas, opinions assessment, pro-contra attitude, sympathy-antipathy, state of mind, and can also be a process. While the object of this study is related to the data amount of funds channeled to the “*Murabaha*” contract, the process of implementation of the contract terms and conditions “*Murabaha*” and reviews troubleshooting when problems occur.

Collecting data in this study conducted in the following manner:

- a. Field research
Field research is intended to provide additional data completeness and to compare the results of the study of literature with reality. The data obtained from the field research was conducted through interviews
- b. Interview (interview),
Namely direct interviews with marketing and financial analysts as well as the authorities providing information and data concerning this research.
- c. Library Studies
Literature study used to collect secondary data from secondary data sources, namely the collection of data by utilizing books, laws, and regulations, as well as other support document completeness of the study.

In conducting this study, the authors conducted analyzing the data collected in the field, using descriptive qualitative method is by way of outlining the theories contained in the literature with the fact that I have found during the study to be taken as an ingredient in concluding, (Arikunto, 2006). Also, it also held a data analysis by comparing the circumstances or developments experienced by “*Bank Tabungan Negara*” Sharia Batam.

Data analysis techniques that writers use in this study is an analytical technique interactive form. Qualitative analysis techniques forms of interactivity are each unit data obtained from diverse data sources always be interacted or compared with other data unit to find various things required by the purpose of research. This interactive process is done by comparing data obtained through interviews with the observation of the data, archives, and so as consolidation efforts conclusion attempted to be developed and the validity of the data by looking at the similarities, differences, or other possibilities, (Sutopo,2006).

RESULTS AND DISCUSSION

1. In the Implementation Agreement, “Murabaha” Financing (mortgages) Subsidized in the Branch Office “Bank Tabungan Negara (BTN) Sharia” in Batam

Based on research that has been done, subsidized homeownership financing the implementation of sharia in Islamic “Bank Tabungan Negara”branch Batam using two covenants included at the time of both parties to an agreement. Two of the contract, namely, contract “*al wakalah*” and *al “Murabahab”* contract. Akad “*al wakalah*” is a service action or work representing clients as the endorser. To serve the customer makes the job action or clients are required to deposit sufficient funds, and bank obtains a fee, (Wirdyaningsih, 2005). The legal basis of the contract “*al wakalah*”, Surah Al Kahf: 19

وَكَذَلِكَ بَعَثْنَاهُمْ لِيَتَسَاءَلُوا بَيْنَهُمْ قَالَ قَائِلٌ مِّنْهُمْ كَمْ لَبِئْتُمْ قَالُوا لَبِئْنَا يَوْمًا أَوْ بَعْضَ يَوْمٍ قَالُوا رَبُّكُمْ أَعْلَمُ بِمَا لَبِئْتُمْ فَابْتِغُوا أَحَدَكُمْ بِوَرِقِكُمْ هَذِهِ إِلَى الْمَدِينَةِ فَلْيَنْظُرْ أَيُّهَا أَزْكَى طَعَامًا فَلْيَأْتِكُمْ بِرِزْقٍ مِّنْهُ وَلْيَتَلَطَّفْ وَلَا يُشْعِرَنَّ بِكُمْ أَحَدًا ﴿١٩﴾

Means: "And so we woke them up, so they asked each other among themselves. Said one of them: "How long have you been here?". They said: "We are here a day or half a day." Said (another): "Your Lord knows best how long you're here. Then send someone of you went to town with the money your silver this, and let him see Which better food, then let him bring the food to you, and make him applies gentle and do not ever tell your thing to someone.

Then, in a hadith narrated by Malik, that the Prophet Muhammad delegate to Abu Rafi 'and ara Maimunah Anshar to marry the Prophet, Muhammad. “*Al-Wakalah*” activity is regulated in the National Sharia Board fatwa with provisions (National Sharia Board Fatwa Council of Ulama Indonesia No. 10 / DSN-MUI / IV / 2000 on “*Wakalah*”):

- a. The parties to a contract must state the “*al-wakalah*” and granted consent statement that shows their will to hold the lease. Because of a contract shall be valid if preceded by comments and given the consent of the parties to an agreement.
- b. Akad “*al-wakalah*” followed by rewards are binding and may not be canceled unilaterally. The parties are forbidden to conduct unilateral cancellation of the contract because the other party can be detrimental and contrary to Islamic law.

To be “*Muwakil*” (people who represent) must meet the following requirements:

- a. The rightful owner to act against something served. The person who is the rightful owner of something that is included in the contract to have a strong foothold to become muwakil.
- b. The “*mukallaf*” person or child “*mumayyiz*” within certain limits.

While the requirements to become a representative are as follows:

- a. competent law
- b. Can undertake the task delegated to him
- c. Vice is the person who was given the mandate.

In-house financing “*Murabaha*” transaction subsidized home BTN Sharia Batam using two contracts namely wakalah “*alMurabaha*”. *Alwakalah* after the deal is completed, followed by contract “*Murabaha*”. Kegiatan “*Murabaha*” in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam is coping with the National Sharia Board fatwa with the general provisions (National Sharia Board Fatwa Council of Ulama Indonesia No. 04 / DSN-MUI / IV / 2000 on “*Murabaha*”):

- a. Bank and customer must do “*Murabaha*” free of usury.

As we know that the contract is a bond or an agreement between two or more parties relating to specific Bena or a benefit that is allowed by the laws of Personality '. “*Murabaha*” between in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam and the customer as the recipient of financing Dapa implemented after the customer to agree on terms and complete the requirements and procedures provided in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam

- b. Islamic law does not forbid traded goods.

in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam goods which become the object of the “*Murabaha*” is a bright and lawful good, namely in the form of home or residential. Party in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam bought for clients to appoint a supplier designated by the bank.

- c. Bank finance part or all of the purchase price of goods that have been agreed upon qualifications.

This is done based on the initial deal before the creation and signing of the contract, so there will be no misunderstanding between the in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam with customers as the recipient of financing.

- d. Bank customers purchase necessary items on behalf of the bank itself, and this purchase is valid and free of usury. in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam to buy goods to customers on behalf of the bank itself, which in this case if there are customers who want to finance the purchase of a house, then the Islamic in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam should be offered to clients to buy the supplier appointed by the bank.

- e. Banks must submit all matters relating to the purchase, for example, if the shopping is done debt.

In this case in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam detail to inform customers about the purchase of the object of the “*Murabaha*” suppliers, so there is no misunderstanding in the future. Notice regarding the investment in detail to customers by what is promoted by Islamic law and a commitment in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam to provide comfort for the customers.

- f. Banks then sell the goods to the customer with a sales price valued at the purchase price plus benefits.

In this regard, the bank must notify the cost of goods honestly to customers following the necessary expenses. Party in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam honestly tell the customer about the value and benefits agreed upon before the signatories “*Murabahab*”.

- g. Customers pay the price of the goods that have been decided on a specific period agreed upon.
in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam period agreed on payments and must be kept by the customer is the monthly payment. If the customer does not make payment by the agreement and the right time, in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam may impose fines every month of delay.
- h. To prevent tampering or damage to the contract, the bank may enter into an exclusive agreement with the customer.
In the Islamic Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam, in particular, there is no agreement, because in dealing with the problem of congestion installments by the customer, in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam was just doing routine monitoring and meticulous.
- i. If banks want to delegate to the customer to purchase goods from a third party, “*Murabahab*” sale and purchase agreement must be made after the products are, in principle, be the property of the bank.

Then the National Sharia Board fatwa also regulate the provision “*Murabaha*” to customers as follows:

- a. Clients apply for and purchase agreement for goods or assets to the bank.
Before you apply for and purchase agreement, there are specific procedures and requirements to be met by the customer in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam. In the filing, the petition will include a clause concerning the purchase of goods by the customer in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam using “*Murabahab*” contract.
- b. If the bank receives the request, it must first buy assets that legally ordered in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam will continue the course of the procedure and surveys to see the seriousness of customers and end with the execution of the sale and purchase by both parties. Then in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam make purchases of goods that have been ordered by customers. Purchase of products is to be carried out so as not to cause unlawful purchase transactions.
- c. Banks then offer these assets to the customer, and the customer must accept it by agreement. Then the two sides should make a contract of sale.
Banks offer these assets to clients and customers should receive according to what was agreed. After signing on the seal in “*Murabaha*” financing agreement states that the contract has the force of law so that the two sides should abide by the agreement.
- d. In buying and selling of banks allowed to ask customers to pay a deposit when signing the preliminary agreement the reservation.
In buying and selling Islamic in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam allowed asking customers to sign a deal early booking. The agreement was followed by an advance payment from the customer in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam if the customer then refused to buy the goods, the real cost of bank advances to be paid by the customer.
If the customer then refused to buy the goods, the real cost to be paid from the deposit. In this case, in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in

Batam never got in trouble the customer refused the goods because of the goods customers' own choice.

- e. If the value of the down payment is less than the loss incurred by the bank, the bank can repossess the rest of the injuries to customers.
 If any damage occurs if customers refuse to buy goods, the in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam, can reclaim the extra cost of losses to customers if the down payment is not sufficient losses incurred by the bank.
- f. If advance contracts: *'urbun* as an alternative to cash advance, then:
 - 1) If the customer decides to buy such goods, he lived to pay the remainder of the price.
 - 2) If customers cancel the purchase, cash advance bank belongs to a maximum of losses incurred by the bank as a result of the cancellation, and if the down payment is not sufficient customer must repay the shortfall.

Regarding the guarantee, the National Sharia Board fatwa states that the guarantee in “*Murabaha*” allowed such severe customers with the financing process that will be done. The “*Murabaha*” contract scheme are as follows, (Dewi, 2005);

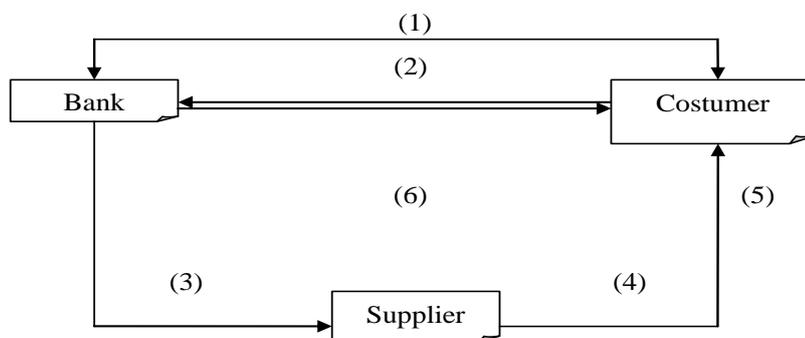


Figure 2. “*Al akad* “*Murabaha*” scheme

Where :

- (1) Negotiations and requirements
- (2) Agreement buying and selling
- (3) Buy Goods
- (4) Send
- (5) Accept the products and documents
- (6) Pay

2. Problems and Solutions Implementation Agreement In a “*Murabaha*” Financing (mortgages) Subsidized in the Branch Office “*Bank Tabungan Negara (BTN) Sharia*” in Batam

In every contract very possible existence of problems between the parties with the other one. This is due to misunderstanding or misconceptions about the content of the agreement and can also occur because of one of the parties are in default. In the implementation of subsidized home ownership financing in the Branch Office “*Bank Tabungan Negara (BTN) Sharia*” in Batam is rare to find a significant problem. If there is a problem in the funding of subsidized housing it is done:

- a. If the delay lightweight (1 month)

- 1) Notice the warning letter I (first);
 - 2) Visits to the field;
 - 3) Preventive efforts by rescheduling, or rescheduling of installment period. It can also be done by reconditioning or reduce profit margins or profit sharing.
- b. Financing in the substandard category (three-month delay), the handling is done by:
- 1) Make a second warning letter (second);
 - 2) Field trip;
 - 3) Rescheduling efforts and reconditioning.
- c. Financing in the category of doubtful or loss, handling is done by:
- 1) *Rescheduling*;
 - 2) *Reconditioning*;
 - 3) Do redirection or re-financing in the form of loans “*qardhul Hasan*”,
If the steps mentioned above have been done, but the receiving party financing is not immediately made installment payments, then the bank must carry out seizures of goods that serve as collateral for the funding. If these methods do not make customers funding recipients to pay off debt, then the bank can cover how to:
 - a) Sell the collateral by way of auction.
 - b) Confiscated goods amounting to the value of the loan.

CONCLUSION AND SUGGESTION

Conclusion

1. Islamic banking has a vital role in the economic life of society. The purpose of which is to meet community needs for housing or decent housing. So it's natural in carrying out its activities always give priority to Islamic principles and regulations to ensure justice for the bank and the recipient of financing. Many observers say that Islamic banking has a good prospect and bright future if executed in a professional manner and in accordance with the rules applicable. The manifestation of professionalism shown in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam, achieves it best category award in the realization of Subsidized Housing Nasional. Bank level BTN Sharia also always provide the best service to its customers, which one of them through subsidized home ownership financing in sharia and always follow legislation in force. Based on the analysis and the previous discussion, the following authors find out some conclusions as follows:
 - a. The need for residential facilities is essential for all Indonesian citizens without feathers. By of view because it is the “*Bank Tabungan Negara*” Sharia take on this critical role as a pioneer of home finance is subsidized. All that aims to provide a sense of justice and improve the welfare of society.
 - b. In the financing of housing supported by sharia, in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam and the recipient of the funding first make wakalah which stated that the client authorizes the bank to build a home purchase subsidy desirable customers than in use wakalah, Then the bank buys the house to the developer. After the purchase of the house and then the banks did purchase contract to the customer at the selling price agreed upon after the added margin (profit) bank. This is what is called a transaction “*Murabaha*”h. Then customers pay the installments corresponding periods in multi agree. Transaction this contract are allowed by the National Sharia Board fatwa Indonesian Ulema Council with the provisions of Indo-No. 10 / DSN-MUI / IV / 2000 on wakalah.
2. In the implementation of the financing agreement are carried out in the Branch office “*Bank Tabungan Negara (BTN) Sharia*” in Batam with the recipient Batam financing

problems may occur. Problems or problematic were generally happened because of the faith that is not good from the receiving party financing. Said that because in the Branch office "Bank Tabungan Negara (BTN) Sharia" in Batam will hold a time Batam financing agreement has been briefed in detail the contents of the contract is communicated to the recipient of financing. The problems that occurred in the implementation of "Murabahah" in subsidized homeownership financing in sharia in the Branch office "Bank Tabungan Negara (BTN) Sharia" in Batam generally consist of two (2) types, namely:

- a. Recipients of subsidized homeownership financing by sharia late paying the installments that exceed the agreed time limit.
 - b. Recipients of subsidized homeownership financing by sharia are unable to pay the number of episodes as agreed.
3. To resolve problems that occur between the bank and the receiving party financing, in the Branch office "Bank Tabungan Negara (BTN) Sharia" in Batam to follow the procedures that have been determined. The first procedure is to give a written warning to the recipient of financing in default, and certainly impose fines so that the receiving party financing more disciplined in fulfilling its obligations, namely to pay the monthly installment payment to the bank. (SP 1,2,3 for 60 days calendar). The second procedure is if the receiving party financing does not honor the reprimand and the fine, the bank invites the recipient to do musyawarah financing the continuation of financing, whether it will be continued or terminated. If funding ends, then the object of financing or collateral is sold by the bank to pay off the remaining debt financing recipients. The third procedure, if through these deliberations settlement still cannot be met as well, then the parties may submit the matter to the National Sharia Arbitration Board. Filing issues to the National Sharia Arbitration Board are governed by Act Number 30 of 1999 on Arbitration and Alternative Dispute Resolution. Then based on the Supreme Court Circular No. 08 of 2008, the Religious Courts where the parties are domiciled have the authority to execute the decision of the National Sharia Arbitration Board.

Suggestion

Based on the above results, then some ideas can be expressed as follows:

1. In connection with the implementation of "Murabahah" in subsidized homeownership financing by sharia, in the Branch office "Bank Tabungan Negara (BTN) Sharia" in Batam, must observe the procedure of the funding by the provisions of applicable law. The rule of such funding is made by adhering to the National Sharia Board fatwa Indonesian Ulama Council of Islamic principles of "Murabahah" financing as mentioned in Article 1, paragraph 12 of Law No. 21 of 2008 concerning Islamic Banking and Standard Operation Procedures of the company.
2. In practice, the contract is made jointly, namely the bank, the notary, the developer and the customer. Suggestions writer to do "wakalah" should be done at the time of the initiation of a home purchase.
3. Suggestions the author gives government policy related to tax rules on the sale and purchase of Bank Sharia compliance Sharia. When done then there will be double taxation and a longer time to process behind the name of the certificate.

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