

## THE APPLICATION OF MULTI-CONTRACT IN GRIYA HIJRAH PRODUCTS BASED ON DSN-MUI FATWA NO.31/DSN-MUI/VI/2002 AT BSI KCP DIPONEGORO 2 SURABAYA

**Anis Arista**

Faculty of Sharia, KH. Abdul Chalim University

Email: anisarista26@gmail.com

**Lu'lu'il Maknuun**

Faculty of Sharia, KH. Abdul Chalim University

Email: luluil92@uac.ac.id

### Abstract

*Debt transfer is a multi-contract practice applied in Islamic banking, one of which is at BSI KCP Diponegoro 2 with Griya Hijrah products. Griya Hijrah is a product that offers to take over customer mortgage financing from conventional banks to BSI. The contract used in this product is a qardh contract and a murabahah contract. The use of these two contracts is as specified in the Fatwa DSN-MUI No.31/DSN-MUI/VI/2002 concerning debt transfer in Islamic Financial Institutions. So this study aims to determine the mechanism of griya hijrah products at BSI KCP Diponegoro 2 Surabaya and the relevance of the implementation of griya hijrah products to Fatwa DSN-MUI No.31/DSN-MUI/VI/2002 on debt transfer at BSI KCP Diponegoro 2 Surabaya. The type of research used is field research with a qualitative approach. The results of this study are: 1) The mechanism of griya hijrah products begins with the customer applying for financing to BSI KCP Diponegoro 2 Surabaya. Then BSI provides qardh funds in accordance with the remaining obligations and costs incurred due to the transfer of debt at the previous bank and the customer pays off the debt at the previous bank. After paying off, the customer sells the asset to BSI and BSI sells it back in murabahah to the customer along with a margin and the customer can install the financing. 2) The implementation of the qardh contract and murabahah contract on the griya hijrah product at BSI KCP Diponegoro 2 is relevant to Fatwa DSN-MUI No.31/DSN-MUI/VI/2002 using the first alternative.*

**Keywords:** *Multi-contract, Qardh Wal Murabahah Contract, Griya Hijrah, DSN-MUI Fatwa No.31/DSN-MUI/VI/2002*

### Abstrak

Pengalihan utang merupakan praktik multiakad yang diterapkan pada perbankan syariah, salah satunya yaitu pada BSI KCP Diponegoro 2 dengan produk Griya Hijrah. Griya hijrah merupakan produk yang menawarkan pengambil alihan pembiayaan KPR nasabah dari bank konvensional ke BSI. Akad yang digunakan dalam produk ini yaitu akad qardh dan akad murabahah. Penggunaan kedua akad ini sebagaimana telah ditentukan dalam Fatwa DSN-MUI No.31/DSN-MUI/VI/2002 tentang Pengalihan Utang pada Lembaga Keuangan Syariah. Sehingga penelitian ini bertujuan untuk mengetahui mekanisme produk griya hijrah di BSI KCP Diponegoro 2 Surabaya dan relevansi pelaksanaan produk griya hijrah terhadap Fatwa DSN-MUI No.31/DSN-MUI/VI/2002 tentang pengalihan utang di BSI KCP Diponegoro 2 Surabaya. Jenis penelitian yang digunakan adalah field research dengan pendekatan kualitatif. Hasil dari penelitian ini

adalah: 1) Mekanisme produk griya hijrah diawali dengan nasabah mengajukan pembiayaan ke BSI KCP Diponegoro 2 Surabaya. Kemudian BSI memberikan dana qardh sesuai dengan sisa kewajiban serta biaya yang timbul akibat pengalihan utang di bank sebelumnya dan nasabah melunasi utang tersebut di bank sebelumnya. Setelah lunas, nasabah menjual aset tersebut ke BSI dan BSI menjual kembali secara murabahah ke nasabah disertai dengan margin dan nasabah dapat mengangsur pembiayaan tersebut. 2) Implementasi akad qardh dan akad murabahah pada produk griya hijrah di BSI KCP Diponegoro 2 relevan dengan Fatwa DSN-MUI No.31/DSN-MUI/VI/2002 dengan menggunakan alternatif pertama.

**Kata Kunci:** *Multiakad, Akad Qardh Wal Murabahah, Griya Hijrah, Fatwa DSN*

## **Introduction**

Islamic banking has activities of channeling funds or financing provided to the community. Some of the financing products offered in Islamic banking use multi-contract practices. This multi-contract practice is caused by the increasing needs of the community and the needs of banks as financial institutions that manage funds from the community. (Setiawan, 2022) Islamic banking in implementing its financing concept, banks can provide financing to customers in the form of productive, working capital or consumptive financing. In consumptive financing, Islamic banks offer takeover or debt transfer financing products. (Husain et al., 2019) In Islamic banking, this debt transfer is offered to prospective customers with the aim of helping those who have financing or transactions at the previous bank to transfer their financing debt to sharia financing or transactions. (Fitriani, 2020) One of the Islamic banks that provides debt transfer products is BSI KCP Diponegoro 2 Surabaya under the name Griya Hijrah. Griya Hijrah is a product for taking over mortgage financing debt (Home Ownership Credit) from other banks to BSI with cheaper and fixed installments.

One of the reasons for customers to take this financing is due to the desire of customers to reduce the risk of default due to interest fluctuations applied in conventional banks. Meanwhile, at BSI, financing does not follow interest fluctuations so that the amount of installments paid by customers is fixed. (Afandy, 2023) In the implementation of debt transfer in Islamic banks, of course, one of the rules is the Fatwa DSN-MUI No.31/DSN-MUI/VI/2002 concerning debt transfer in Islamic financial institutions. The fatwa states that there are four alternative contracts that can be used including, *qardh* contracts and *murabahah contracts*, *syirkah al- milk* and *murabahah, qardh* contracts and

*ijarah* contracts and *qardh* contracts and *ijarah muntahiya bi tamlik* contracts. So based on this background, the purpose and benefits of this research are to find out the mechanism of *griya hijrah* products at BSI KCP Diponegoro 2 Surabaya and the relevance of the implementation of *griya hijrah* products to Fatwa DSN-MUI No.31/DSN-MUI/VI/2002 about transfer debt at BSI KCP Diponegoro 2 Surabaya.

## Literature Review

### 1. Multi-Contract

Etymologically, the word contract means to strengthen, legalize and make an agreement. In terminology, a contract means making an agreement. (Aryanti, 2016) In the KBBI (Indonesian Dictionary), multi means having a large number or more than one and can multiply. (KBBI, 2023) So multi-contract is a multiple contract or agreement between two parties to carry out transactions that combine two or more. (Hasanudin, 2022).

### 2. Qardh Contract

In language *qardh* is a cut, while in terms *qardh* is the provision of property to someone with the stipulation that the person will return the property in the same amount without expecting profit. (Ghozali et al., 2022) So *qardh* is an activity of channeling funds by Islamic banking to customers in the form of loans without any rewards given or customers are obliged to return the principal loan either directly or in installments in accordance with the predetermined period. (Nasution, 2018).

### 3. Murabahah Contract

Etymologically, *murabahah* comes from the word *ar-ribh* which means profit in business. (Sulaiman, 2016) According to DSN MUI *murabahah* is a sales transaction in which the seller discloses the cost of goods to the buyer, who then pays the price plus a profit margin. (MUI, 2017) So *murabahah* is a sale and purchase contract in which the original price of the goods and the profit margin agreed upon by both parties are clearly stated.

### 4.

## 5. Fatwa DSN-MUI No.31/DSN-MUI/VI/2002 concerning Debt Transfer

DSN-MUI is one of the regulators in financial institutions that has the main tasks and functions in regulating the operational flow of Islamic Financial Institutions, including the transfer of debt regulated in Fatwa DSN-MUI No.31/DSN-MUI/VI/2002. In the fatwa, DSN-MUI explains the general provisions in the transfer of debt or takeover carried out by Islamic banks as well as four alternative contract options or contract provisions that can be used by Islamic banks. The four alternative options include 1) Alternative I (*Qardh* and *Murabahah*), 2) Alternative II (*Shirkah al-Milk* and *Murabahah*), 3) Alternative III (*Ijarah* and *Qardh*), and 4) Alternative IV (*Qardh* and *Ijarah Muntahiyah bi Tamlik*). (Dewan Syariah Nasional, 2019)

## Research Methods

This research uses a type of field research with a qualitative research approach. This type of field research is research conducted in depth and detail on an object related to the background or current conditions. (Suryana, 2010) Data sources were obtained from interviews and as supporting data obtained from literature, articles and journals related to the research conducted. The data collection techniques that researchers use are interview techniques and literature studies. After the researcher obtains the data, the researcher processes the data to find and organize the data systematically so as to obtain conclusions that are easy to understand. (Sugiyono, 2013) In this study, the data analysis used by researchers was data reduction, data presentation and conclusion drawing and verification.

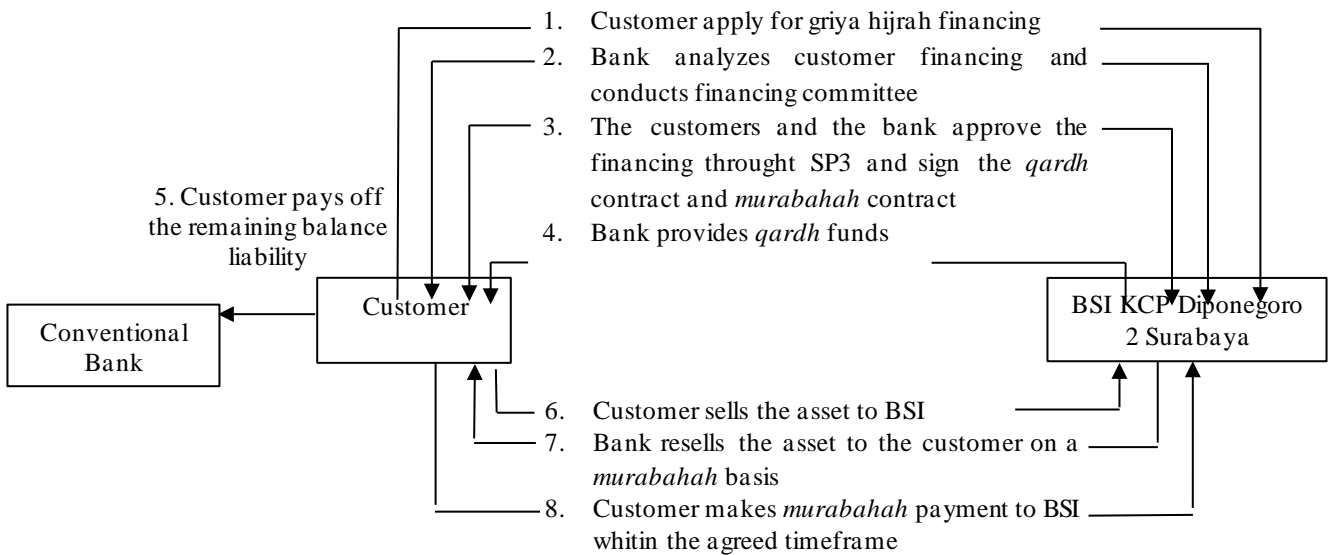
## Results and Discussion

### 1. Griya Hijrah Product Mechanism at BSI KCP Diponegoro 2 Surabaya

Griya hijrah is a mortgage debt takeover product owned by customers from conventional banks to be transferred to BSI KCP Diponegoro 2 Surabaya. In practice, the griya hijrah product uses a *qardh* contract and a *murabahah* contract. The purpose of this product is to assist customers in making mortgage installment payments owned at the previous bank. In this financing, BSI KCP Diponegoro 2 Surabaya applies an installment

payment system that is *fixed rate* or does not use *floating* interest at interest rates set by BI. As for the terms and conditions for customers who want to do griya hijrah financing, namely prospective customers are permanent employees with a minimum age of 21 years and a maximum according to their retirement period and attach several necessary documents, including information on the amount of remaining financing obligations from the previous bank and collateral in the form of photocopies of IMB (Building Construction Permit), PBB (Land and Building Tax) and SHM (Certificate of Ownership Rights) / SHGB (Certificate of Building Rights). (Ahmad, 2024) The scheme of griya hijrah financing is as follows:

**Figure 1. Griya Hijrah Financing Scheme at BSI KCP Diponegoro 2 Surabaya**



Source: Data by Researchers Based on Interview Results About Griya Hijrah Financing Mechanism at BSI KCP Diponegoro 2 Surabaya

Based on this picture, the griya hijrah financing mechanism at BSI KCP Diponegoro 2 Surabaya is; (Afandy, Mekanisme Pembiayaan Griya Hijrah, 2024)

- a. Customers apply for financing by filling out a financing application.
- b. The bank analyzes customer financing and conducts a financing committee, namely requesting financing approval to the *branch manager* by issuing a Financing Approval Offer Letter (SP3).

- c. The customer and the bank make a financing agreement using SP3 and if both parties have agreed, then proceed with signing the *qardh* contract and *murabahah* contract.
- d. After signing the contract, the bank provides funds *qardh* to customers.
- e. Customers pay off the remaining obligations at the previous bank by using *qardh* funds provided by BSI KCP Diponegoro 2 Surabaya.
- f. After the asset is paid off, the customer sells the asset to BSI KCP Diponegoro 2 Surabaya with the intention of paying off the *qardh* funds provided.
- g. After the asset is held by BSI KCP Diponegoro 2 Surabaya, BSI resells the asset to the customer on a *murabahah* basis by adding a margin.
- h. The customer can pay off the *murabahah* financing by paying in installments according to the agreed period.

BSI KCP Diponegoro 2 Surabaya in the implementation of griya hijrah financing, there are costs incurred due to *take over*. The costs incurred are purely borne by the customer. But if the customer is unable to meet the costs incurred, then BSI KCP Diponegoro 2 Surabaya will provide attribution (bailout funds) with a maximum of 10% of the costs incurred. The costs incurred are classified into two including; 1) Costs incurred in conventional banks are the remaining obligations on customer financing, *pinalty* and current interest costs. 2) Costs incurred at BSI KCP Diponegoro 2 Surabaya are the cost of life insurance, fire, notary and stamp duty. As for the griya hijrah product, the use of a *qardh* contract does not determine the profit sharing of its financing. However, in the *murabahah contract*, the bank sets a margin and the customer can get a profit sharing return the asset by paying it in installments to BSI KCP Diponegoro 2 Surabaya. (Ahmad, Biaya Timbul pada Takeover Griya Hijrah, 2024)

## **2. Relevances of Griya Hijrah Product Implementation to Fatwa DSN-MUI No.31/DSN-MUI/VI/2002 at BSI KCP Diponegoro 2 Surabaya.**

Griya hijrah at BSI KCP Diponegoro 2 Surabaya is one of the products of transferring mortgage debt from conventional banks to BSI. The implementation of griya hijrah financing at BSI KCP Diponegoro 2 Surabaya uses a *qardh* contract and a *murabahah* contract. *The use of this qardh contract aims to pay off the customer's debt*

for the mortgage installments he had at the previous bank (conventional bank) without taking profit in the contract but there are costs incurred. However, in the *murabahah contract* there is a guarantee and a set margin because in this case the purchase is made indirectly or in cash. So that this *murabahah contract* is an important part that cannot be separated by the *qardh* contract. (Kalsum et al., 2022) Both contracts refer to Fatwa DSN-MUI No.31/DSN-MUI/VI/2002 concerning Debt Transfer carried out by Islamic financial institutions in the first alternative contract, namely: (Dewan Syariah Nasional, 2019)

- a. The Islamic financial institution provides *qardh* to the customer. With the *qardh*, the customer repays the credit (debt); and thus, the asset purchased with the credit becomes the full property of the customer.
- b. The customer sells the asset referred to in number 1 to the Islamic financial institution and with the proceeds of the sale the customer repays *his* *qardh* to the Islamic financial institution.
- c. The Islamic financial institution sells the asset that has become its property in *murabahah* to the customer, with payment in installments.
- d. DSN Fatwa No.19/DSN-MUI/IV/2001 on *al-Qardh* and DSN- MUI Fatwa No.04/DSN-MUI/IV/2000 on *Murabahah* are also applicable in implementation of Debt Transfer Financing as referred to in this alternative 1.

As for the practice when viewed in the first point of Fatwa DSN-MUI, BSI KCP Diponegoro 2 Surabaya provides *qardh* funds to customers in accordance with the remaining obligations and costs incurred due to *takeover* at the previous bank. After the asset is paid off at the previous bank (conventional bank), the asset is fully owned by the customer. Then at the second point, the customer resells the asset to BSI for the amount of *qardh* funds provided by BSI KCP Diponegoro 2 Surabaya to the customer. The third point is that BSI KCP Diponegoro 2 Surabaya resells the asset to the customer in *murabahah* by adding a margin on the sale of the asset (in this case the *murabahah* contract is not mixed with the previous *qardh* contract) and the customer can pay it in installments.

Point four if seen in the Fatwa DSN-MUI, then point four also refers to the Fatwa DSN-MUI No.19/DSN-MUI/IV/2001 concerning *al-Qardh* which states that Islamic

financial institutions provide distribution of funds through *al- qardh* which is a loan contract given to customers with the stipulation that the customer returns the amount of funds loaned at an agreed time.(DSN MUI, 2001) This is like what BSI KCP Diponegoro 2 Surabaya did at the first point. Then refer back to the Fatwa DSN-MUI No.04/DSN-MUI/IV/ 2000 concerning *Murabahah* which is one of the sale and purchase contracts with the bank acting as a seller and the customer as a buyer. In this case the bank must emphasize the purchase price to the customer and the profit determined on the selling price.(MUI, 2017) This has also been done by BSI KCP Diponegoro 2 Surabaya, namely at the third point. So that the practice of transferring debt on griya hijrah products at BSI KCP Diponegoro 2 Surabaya is relevant to Fatwa DSN-MUI No.31/DSN-MUI/VI/2002.

## **Conclusion**

The implementation of griya hijrah financing at BSI KCP Diponegoro 2 Surabaya is that BSI provides *qardh funds* in accordance with the customer's remaining obligations at the previous bank along with the bailout funds borne by the customer for costs incurred due to *takeover*. However, this bailout is conditional, if the customer is able to fulfill the costs incurred then the customer does not use the bailout offered by BSI and vice versa. After the customer's assets are paid off at the previous bank, the customer sells the assets to BSI with the aim of paying off the *qardh* funds. Then BSI sells the asset back to the customer on a *murabahah* basis by adding a margin and the customer can install the *murabahah* financing according to the agreed period. The griya hijrah product at BSI KCP Diponegoro 2 Surabaya for its implementation using a *qardh* contract and a *murabahah* contract is relevant to Fatwa DSN-MUI No.31/DSN-MUI/VI/2002 concerning Debt Transfer in Islamic financial institutions as mentioned in option 1.

## **REFERENCES**

- Aryanti, Y. (2016). Multi Akad ( Al-Uqud Al-Murakkabah ) Di Perbankan Syariah Perspektif Fiqh Muamalah. *Jurnal Ilmiah Syari'ah*, 15, 177–189.
- Dewan Syariah Nasional, M. (2019). *Fatwa DSN/MUI tentang Pengalihan Utang* (Vol. 19, Issue 02).



- DSN MUI. (2001). Fatwa Dewan Syari'ah Nasional-Majelis Ulama Indonesia No: 19/DSN-MUI/IV/2001 tentang Al-Qordh. *Himpunan Fatwa DSN MUI*, 1–4. <http://mui.or.id/wp-content/uploads/files/fatwa/19-Qardh.pdf>
- Fitriani, D. (2020). Griya Take Over Dalam Perbankan Syariah. *Az Zarqa: Jurnal Hukum Bisnis Islam*, 12(1), 19–41.
- Ghozali, M., Maula, M. A. S., & Muhamad. (2022). *Indonesia Perspektif Maqashid Syariah*. 7(30), 1449–1459.
- Hasanudin. (2022). Hukum Multi Akad Dalam Fikih Muamalah. *SALAM: Jurnal Sosial Dan Budaya Syar-I*, 9(2), 457–470. <https://doi.org/10.15408/sjsbs.v9i2.22788>
- Husain, Z., Zubair, M. K., & Damirah, D. (2019). Komparasi Pelaksanaan Take Over Pada Bank Negara Indonesia Syariah Dan Bank Rakyat Indonesia Di Parepare. *BANCO: Jurnal Manajemen Dan Perbankan Syariah*, 1(1), 1–22. <https://doi.org/10.35905/banco.v1i1.692>
- Kalsum, U., Mulu, B., & Zulvianti, I. (2022). Take Over Kredit Kepemilikan Rumah dan Kesesuaiannya dengan Fatwa DSN-MUI (Studi Pada Bank Syariah Indonesia KC Kendari MT Haryono). *Robust: Research of Business and Economics Studies*, 2(1), 79. <https://doi.org/10.31332/robust.v2i1.4222>
- KBBI, O. (2023, Desember 21). Retrieved from <https://kbbi.webid/multi>
- MUI, D. (2017). *Fatwa Dewan Syariah Nasional - Majelis Ulama Indonesia Tentang Akad Jual Beli Murabahah*.
- Nasution, M. L. I. (2018). *Manajemen Pembiayaan Bank Syariah* (M. Yafiz (ed.); Pertama). FEBI UIN-SU Press.
- Setiawan. (2022). Hybrid Contract Dalam Transaksi Syariah Perspektif Maqashid Syariah. *Al-Manhaj: Jurnal Hukum dan Pranata Sosial Islam*, 707-720.
- Sugiyono. (2013). *Metode Penelitian Kuantitatif Kualitatif dan R&D* (19th ed.). Alfabeta.
- Sulaiman, S. (2016). Penyimpangan Akad Murābahah Pada Perbankan Syariah di Indonesia. *Jurnal Iqtishodia*, 1(2), 1–16. <http://ejournal.alqolam.ac.id/index.php/iqtishodia/article/view/61>
- Suryana. (2010). *Metodologi Penelitian Model Praktis Penelitian Kuantitatif dan Kualitatif*. Bandung: Universitas Pendidikan Indonesia.

