

ABSTRACT

Muamalah introduced the concept of Islamic financial institutions are buying and selling goods by transferring the goods to the person receiving the property there of on willingness both sides. This concept is known as murabaha concept of sale with the original price plus an agreed profit both parties.

National Sharia Council is an institution established by the Indonesian Ulema Council (MUI) who carry out tasks MUI in addressing issues related to financial activities of sharia. At provisions Sharia Board Fatwa NO. 04 / DSN-MUI / IV / 2000 Majelis Ulama Indonesia Related murabahah explained regarding (i) general provisions murabaha in islamic banks, (ii) provision murabaha to customers, (iii) a guarantee in the murabaha, (iv) debt in the murabaha, (v) a delay payments in murabaha, (vi) bankrupt in murabaha . points in DSN has become very important as a base / reference for implementing murabaha in the islamic financial institutions.

Seeing the fatwa provisions, this research wanted to observe whether this fatwa has been fully implemented in the Islamic financial institutions in particular in this case BMT Prosumen Amanah Mandiri. BMT Prosumen Amanah Mandiri is a cooperative financial institution official who did their duty in compile funds and public funds channel sharia-compliant. This research uses field research (field research) data collection method that interview/interviews, documentation, observation, and literature. This research was conducted by taking the subject of the BMT PAM in this case is the chairman of the board, managers and employees. Besides, evidenced by interviews with members of murabaha BMT PAM. The analytical method used is qualitative-descriptive method that is used to the data that has been collected and then classified, compiled, described and written in the form of sentences to be concluded.

The results showed that the financing murabaha in BMT Prosumen Amanah Mandiri must be executed in accordance with sharia. In this case BMT PAM is trying to be transparent for the completed transaction to the customer. Then BMT has also attempted to buy goods from suppliers before selling it to customers at a price mark-up financing. After all the transactions carried out, BMT and Customers to contract signature in the agreement as proof attachment sheet and the promise of Islamic marriage contract. In general, the authors conclude that the practice of Murabahah at BMT Prosumen Amanah Mandiri is in conformity with the provisions of National Sharia Board Fatwa although there are few problems related to the transparency of the costs of a mark-up in the murabaha.

Keywords: Murabaha, Fatwa, BMT