



Contents lists available at [Journal IICET](#)  
**JPPi (Jurnal Penelitian Pendidikan Indonesia)**  
ISSN: 2502-8103 (Print) ISSN: 2477-8524 (Electronic)  
Journal homepage: <https://jurnal.iicet.org/index.php/jppi>



## Murabahah contract in subsidized home ownership financing deed by notary in Bogor district

Erika Selorina<sup>\*)</sup>, Frengki Hardian, Mohamad Ryan Bakry

Program Magister Kenotariatan Sekolah Pascasarjana, Universitas YARSI, Indonesia

### Article Info

#### Article history:

Received Aug 21<sup>st</sup>, 2023

Revised Nov 11<sup>th</sup>, 2023

Accepted Oct 08<sup>th</sup>, 2024

#### Keyword:

Murabahah contract,  
Financing deed,  
Notary,  
Subsidized house,  
Islamic bank

### ABSTRACT

Akad Murabahah is a contract that finances an item by describing its purchase price to the buyer and asking the buyer to pay a higher price according to the agreed profit. The purpose of this research is to know and analyze the role of Notary in making a deed of financing subsidized home ownership and to know and analyze the murabaha contract in the deed of financing subsidized home ownership by notaries in Bogor Regency. This research uses normative legal research methods with the approach of legislation, norms, and doctrine as the main study, but is also supported by empirical approaches such as interviews to complement existing juridical data. The results of the study found that the role of notaries in making deeds of financing subsidized houses with murabaha contracts has not been widely carried out by Islamic banks, notaries in this case public officials who make deeds play more of a role in making ordinary commercial house financing. whereas when houses are subsidized, not many Islamic bank partners use notaries. Currently, the murabahah contract is still the choice of customers in buying houses at Islamic banks, because the margins offered by banks are not large and certain. However, there is a need for a kaffah concept of Islamic law in making deeds, for this reason this research is expected to conceptualize the anatomy of a murabahah contract based on applicable legal principles and Islamic legal values.



© 2024 The Authors. Published by IICET.

This is an open access article under the CC BY-NC-SA license  
(<https://creativecommons.org/licenses/by-nc-sa/4.0>)

### Corresponding Author:

Erika Selorina  
Universitas YARSI  
Email: [erikaselorina77@gmail.com](mailto:erikaselorina77@gmail.com)

## Introduction

In the early days of Islamic banking, Muslim economists offered a modified Murabahah product, making it a form of financing while respecting Islamic law. respecting Islamic law. The Murabahah agreement in Islamic banking is an intermediary between the school of finance and the school of jurisprudence ((Mubarak, 2017); (Wanzah, 2022)). Akad *Murabahah* is a contract that finances an item by outlining the purchase price to the buyer and asking the buyer to pay a higher price according to the agreed profit. It is one of the products whose laws are embodied in the form of regulations that apply positively in Indonesia. Is one of the products whose laws are embodied in the form of regulations that positively applicable in Indonesia, as stated in Article 19 of Law No. 21 of 2008 on Sharia Banking. Number 21 of 2008 concerning Sharia Banking (Republik Indonesia, 2008). Buying and selling *murabahah* is buying and selling an object by affirming (explaining) the purchase price to the buyer, and the buyer pays a greater price as profit ((Roficoh & Ghazali, 2018); (Muhammadiyah & Zulhamdi, 2022); (Yunita, 2018)). One of the clauses in the General Conditions of *Murabahah in Islamic Banks*, states: *To facilitate sellers and buyers, this clause mandates murabahah contracts carried out in people's daily lives,*

*especially those that contain high value and use installment methods similar to Islamic Banks, expressly mentioned in a unique contract.*

The agreement that is most in demand by consumers in Islamic banks is the *murabahah* financing contract ((Irawan, Fasa, & Ja'far, 2022); (Rinawati, Khusna, & Fatimah, 2023)). Here are some of the factors that contribute to the interest in this contract *Murabahah* is a simpler method of keeping short-term financing funds. *The markup* in *murabahah* can be calculated with certainty, giving assurance to the Islamic Financial Institution (LKS) that it will pay the return to the depositor. It can also be compared with interest rates in conventional banks. *Murabahah* eliminates the vagueness of business income that exists with the PLS system. Because LKS is not a partner of the customer and its relationship in *murabahah* is *seller and buyer or provider and recipient of financing*, *murabahah does not allow LKS to interfere in business management.*

The provision of money or similar bills based on a loan agreement between the borrower, namely the Bank and other parties, which requires the borrower to be able to return the money after a predetermined time as a reward or profit, is called financing according to Sharia principles. One of the ways used by Islamic banks to distribute funds to the general public is the implementation of a sale and purchase contract ((Shomad & Usanti, 2013); (Nasution, 2021); (Satria & Setiani, 2018)). Adequate human resources both in terms of quantity and quality are also needed to support the development of Islamic banking (Wikaningrum, 2011). However, reality shows that there is substantial awareness of Islamic banking resources. This shows the lack of public information. Of course, this situation has an impact on the effectiveness and professionalism of Islamic banking in general. In addition, consumers should choose Islamic banking over conventional banking in Indonesia, which has the largest Muslim population, particularly in housing finance schemes that help them meet their basic needs. Then, for every transaction he makes, the notary is required to make an authentic deed so that the authentic deed can be fully valid (Adiansyah, 2019).

However, the development of the implementation of the contract in Islamic banks through the *murabahah* contract certainly requires the presence of a notary as a recorder of every transaction made in the implementation of the contract. A notary is an official authorized to make authentic deeds for all deeds, agreements, determinations or statements to be stated by the person concerned in a correct deed ((Abady & Rahayu, 2023); (Purnayasa, 2018)). Notaries have the right to make authentic deeds as long as no other official has the right to make them. Notaries play a very important role in the banking industry, where they need to know the principles of Sharia. The role of notaries in putting an agreement or transaction into an official deed or a fake deed that is ratified is found in almost every transaction or banking agreement. The Notary's responsibilities are the same as in Islamic banking. Every legal relationship in a person's life, including deeds in the banking industry, depends on the authenticity of the deed because it is the most powerful and complete evidence.

Notaries who have Islamic bank partners have advantages because Sharia certification is usually a prerequisite to becoming a partner in Islamic banks. Although this has nothing to do with the degree of proof of the Notary Deed. However, Sharia certification can be very helpful in ensuring that notaries working with Islamic banks do not neglect Sharia contracts that are different from those in conventional banks. To become a partner of a Sharia Bank, a Notary is generally required to have sharia certification first. Although this does not affect the evidentiary power of a Notarial Deed. However, sharia certification can be important to ensure that the partner notary of an Islamic bank is a notary who is not blind to sharia contracts that are not the same as those of conventional banks to sharia contracts that are not the same as contracts in conventional banks (Sosiawan, 2020).

The main difference between conventional banks and Islamic banks is that the latter must adhere to Sharia Principles when conducting fundraising efforts, managing finances, and offering services (Sunarwan, 2015). Understanding the principles of Sharia is an advantage for Notaries who join Sharia Banks as partners when carrying out their duties. Basic legal provisions, such as those relating to justice and balance, benefit, and general acceptance, as well as those that do not contain maysir, gharar, and usury, (abbreviated as Maghrib) and prohibited objects, must all be observed for these Sharia Principles to be fulfilled. which is under Article 119 of the Compilation of Sharia Economic Law (KHES) concerning *murabahah sale and purchase contracts* (Mahkamah Agung, 2008). In addition, the fundamental difference between Conventional Banks and Islamic Banks is that Islamic Banks in carrying out fund-raising activities, channeling funds, and services must comply with Sharia Principles. It is an added value for Notaries who become partners of Islamic Banks in carrying out their role to also understand these Sharia Principles. The fulfillment of the Sharia Principles is carried out by taking into account the main provisions of the law, including the principles of justice and balance ('adl wa tawazum), benefit (maslahah), and universalism (alamiyah) and does not contain gharar, maysir, usury, dzalim, riswah, and haram objects (Indonesia, 2007).

But *de facto*, credit in traditional banks and *murabahah* contract finance are equivalent. The *murabahah financing system* is by buying and selling, namely paying installments, according to notary partners of Islamic Banks who are familiar with Sharia contracts. Islamic banks often perform *murabahah* financing incorrectly to facilitate customer transactions, and notaries participate as counterparties without realizing the mistakes that have been made (Sosiawan, 2020). Therefore, it is not uncommon for *murabahah* financing arrangements to have *gharar* and *riba* components that violate Sharia Principles. When *murabahah financing is used, contracts before a notary including for financing and financing murabahah bil wakalah, sale and purchase contracts, and granting mortgages or fiduciary rights are sometimes made simultaneously*.

The MUI DSN fatwa also regulates *murabahah financing*. According to this fatwa, Islamic banks are required to have *murabahah* facilities for those in need to assist the community in carrying out and improving their welfare and various activities. *Murabahah* is the practice of selling goods to customers after the customer confirms the purchase price and pays it as a profit at a higher price (Selorina, 2023). This shows that Islamic banks can help MBR significantly in meeting the needs of decent housing because, with *murabahah* contracts, customers will benefit from the absence of interest during field practice. It is undeniable that limited access to MBR financing through the installment system, coupled with interest charged by conventional banks, is one of the obstacles to MBR's ability to buy houses at affordable prices. Research conducted by (Sosiawan, 2020) states that the role of Notary in the fulfillment of Sharia Principles on Murabahah Bil Wakalah Financing Agreements in Islamic Banks can be assessed from Notary's understanding of murabahah bil wakalah financing products. A notary who can definitely identify the suitability between theory and practice in the murabahah financing contract and the murabahah financing contract and murabahah bil wakalah financing contract. With understanding, the Notary can carry out his/her authority and obligations properly in accordance with the UUJN. in accordance with UUJN. Notaries should not easily obtain Sharia Certification. Sharia Certification. This is very influential for Notaries who want to become partners with Sharia Bank.

Based on the background description of the problem above, the author is interested in conducting further research. The research aims to address two key questions: Firstly, it explores the contemporary role of notaries in the creation of deeds for subsidized home ownership financing. Secondly, it delves into the specific execution of the murabahah contract within the context of financing subsidized home ownership, as undertaken by notaries in Bogor Regency. Through this study, the objective is to gain a comprehensive understanding of how notaries contribute to the process of subsidized home ownership financing and how the murabahah contract is incorporated into the relevant deeds in the specified region.

## Method

In this study, the author used a type of research, namely normative juridical analysis. A normative juridical analysis is a way of conceptualizing norms, rules, principles, or dogmas (Soekanto, 2006). This research is also commonly known as normative legal research where the stage uses literature study (literature review) but as long as necessary, interviews can be conducted to complement the literature study. The type of approach used is a descriptive analysis approach. This approach uses a scientific description or description of a murabahah contract model that occurs when making a housing finance deed before a notary by the parties, namely customers with Islamic banks. In conducting this normative legal research, a theoretical approach is used, the stage is to inventory secondary materials first as staple materials, then from these materials are sought *fact finding*, *problem identification*, and *problem solutions*. Furthermore, the author collects primary (field) and tertiary data to support the analysis. The author uses qualitative data analysis, namely by describing secondary material that has been collected and analyzed systematically (Sugiyono, 2019). Secondary materials become important in qualitative research so that the quality of description is stronger, in addition to secondary data being the main data, qualitative also requires primary and tertiary data as analysis support. After the data is collected, the description is made deductively so that a special conclusion is found regarding the financing deed using a murabahah contract by a notary at an Islamic bank.

## Results and Discussions

### The Role of Notaries in Making Subsidized Home Ownership Financing Deeds

In Islamic banking, the role of Notaries is needed related to making contract deeds, especially in financing products and binding guarantees of dependents or fiduciaries. For example, the Fatwa on the Murabahah Sale and Purchase Agreement *in the third point regarding* the provisions related to Shigat al-'Aqd states that "the contract of sale and purchase of *murabahah* must be stated expressly and clearly and understood and understood by the seller and buyer, the sale and *purchase contract* can be done orally, in writing, in signs and deeds, and can be done electronically under Sharia and laws and regulations that pretend. If the *murabahah* sale and purchase

agreement is made in writing, the deed of agreement must contain information about the acquisition price, profit, and selling price. The position of the Islamic banking contract deed as an authentic deed must meet the formal and material requirements as explained above about article 38 of the UUJN and Sharia principles regulated in the Sharia Banking Law and Fatwa DSN MUI (Fatwa Dewan Syariah Nasional, 2000). Understanding of the products and types of contracts outlined in deeds in Islamic banking absolutely must be owned by a Notary because just like authentic deeds in general, deeds in Islamic banking are also perfect legal evidence. When the author interviewed notaries who had played a role in Sharia contracts, he said that more or less since BSI existed approximately 3 years ago, cooperation must be carried out first, between notaries and BSI. To get a position in the management of notarial deeds.

Then in home financing, the majority of notaries with Islamic banks use murabahah contracts because most of them are also in the form of buying and selling for mortgages at the bank, there are commercial terms, and subsidies are more subsidies. The subsidy is so there are some home ownership subsidized by the government and there are several conditions that must be met if you take a mortgage with subsidies, such as it must be the first house, then the salary must also be adjusted there is also BI Ceckingnya must also be good and so on. For PBG management, which is managed by the developer, there are only a few differences if the subsidy is like the tax for developers is 1%, so it's not like we are 2.5%, but if the subsidy is usually 1% if the subsidy is usually the contract is under hand, but if the subsidy is more murabahah, the contract is because the cost is very minimal, actually, so usually it's the one under the hand that is only AJB and SKMHT. If for example the requirements for the transition have not been met, for example, it has not been broken and then the taxes have not been paid, it usually uses PPBJ, AJB, and SKMHT. While the other is murabahah ya under the hand with the bank Previously, applying to Islamic banks required Sharia certification, therefore notaries who do not have certificates usually become hampered because they are not the choice of Islamic banks, it is not rigid because the implementation still has notaries who do not have certificates can operate. Although it should not be de facto, this is often said by notaries, only the completeness of the requirements.

#### **Akad Murabahah in the Deed of Financing Subsidized House Ownership by a Notary in Bogor Regency Deed Format**

Article 38 of UUJN has regulated deeds formally, which includes the beginning of the deed, the body of the deed, and the end of the deed. The format of the deed largely determines its evidentiary strength. Some Islamic bank deeds at the beginning of the deed include the word *Bismillahirrahmanirrahim* or quotations from the Quran as the following example:

Bismillahirrahmaanirrahiim  
**AL-MURABAHAH FINANCING DEED**  
No.

On this day,  
Time set  
Hour  
WIB (Western Indonesia Time)  
Facing me,

Or

**AL-MURABAHAH FINANCING AGREEMENT**  
No.

Bismilillahirrahmaanirrahiim  
"And Allah has legalized the sale and prohibition of usury"  
(Surah Al-Baqarah verse 275)  
"O you who believe, do not eat the wealth of your fellow man by the way of bathil except through the business that happens with the same love among you."  
(Surah An-Nisaa verse 29)

On this day,  
Date  
Moon  
Year  
Hit  
WIB (Western Indonesia Time)  
Facing me,

Or in other forms that initially contain and place sentences as mentioned above. The purpose of writing is as a differentiator from conventional bank deeds. According to Habib Adjie; "The inclusion of the sentence at the

beginning of the Islamic Banking Deed is not in line with the provisions of Article 38 paragraph (2) of the Amendment Law and it can be concluded that the deed has been legally defective in terms of formality or form because one of them is not fulfilled. The position of such a deed is relegated from an authentic deed to having the power of proof as a deed under hand in accordance with the provisions of article 1869 of the Civil Code." (Habib Adjie, Muhammad Hafidh). In order to fulfill the elements of formality according to article 38 of the UUJN, the sentence of quotation of the Qur'an verse as the example above can be done by moving the sentence in the content of the deed as follows:

### AL-MURABAHAH FINANCING DEED

No.

On this day,

Date

Moon

Year

Hit

Facing me,

then both parties agree to pour this Agreement with the Murabahah Financing Agreement in this deed (hereinafter pronounced "Akad") using the terms and conditions and beginning with:

Bismillahirrahmaanirrahiim

"And Allah SWT, has legalized the sale and purchase and banned usury"

(Surah Al-Baqarah verse 275).

In principle, the substance of the sentence placed at the beginning of the main content of the deed is the will of the parties to the agreement, so that formally the deed is under the provisions of article 38 paragraph (3) of the UUJN.

Based on the description above regarding violations in Islamic banking contracts, of course, administrative sanctions apply: "The administrative sanctions referred to in this Law are: (1) monetary fines; (2) written reprimand; (3) decline in the health level of Sharia Banks and UUS; (4) prohibition to participate in clearing activities; (5) suspension of certain business activities, both for certain branch offices and for Sharia Banks and UUS as a whole; (6) dismissal of management of Sharia Banks and Conventional Commercial Banks that have UUS, and subsequently appoint and appoint temporary replacements until the General Meeting of Shareholders appoints a permanent replacement with the approval of Bank Indonesia; (7) inclusion of management members, employees, and shareholders of Islamic Banks and Conventional Commercial Banks that have UUS in the list of disgraced persons in the banking sector; and/or (8) revocation of business license".

In the event of violations of Sharia principles and governance that give rise to Sharia disputes/cases, they are resolved in the realm of the Religious Court. According to article 1 point 4, it is explained that "Sharia economic cases are cases in the field of Sharia economics including Sharia banks, Sharia microfinance institutions, Sharia insurance, Sharia reinsurance, Sharia mutual funds, Sharia bonds, Sharia term securities, Sharia securities, Sharia financing, Sharia mortgage, pension funds of Sharia financial institutions, Sharia business, including waqf, zakat, infaq, and shadaqah of a commercial nature, both content and *volunteer*". First, conventional is a healthy contract, if BSI Sharia contract is a qard contract, the qard in us is a circle, that is where the vision of the chapter is between conventional and Sharia, *riba* is when the contract is a card contract cannot BSI receive excess over the contract. If the qard is 100 million then what is returned to us must be 100 million there can be no excess, if there is an excess it becomes haram and cannot be for us because of usury, and that is the first one in the contract. BSI switched to Sharia contracts.

Second, there are a lot of Sharia contracts, there are murabahah contracts, musharakah, a lot. which is popular for BSI in this cisarua in home ownership, BSI actually should not talk about credit, if credit is more towards the money transacted. Therefore, why BSI has no such thing as credit in the bank, there is financing. Financing its direction to the object whether this is goods or services. When in the form of murabahah goods, this is what BSI uses when BSI buys and sells transactions, the significant difference is that when there is a sale and purchase, there is no cost even when the credit that appears is the purchase price and the selling price. The purchase price is our purchase price (bank) to the first seller, and our selling price is the selling price to the customer. The price of buying is added to the margin (profit). Therefore, BSI can convey to customers how much margin BSI takes during the period. If in conventional no BU is conveying the margin until maturity which can d up to its interest, even then there is no certainty in what year. BSI must be able to determine how much margin (profit) BSI can take.

300 million, for example, Gini, it is clear that if we buy it from the seller, it is the initial transaction value. Later we sell to customers that we have up with no bank profit margin. That's where that number shouldn't

change. Continuing again, the first scheme is the second scheme, the second is with a wakalah contract, the wakalah is a representative, the concept of wakalah is a representative, so we give wakalah we authorize the customer to buy first to the seller, we agree with the value that we accept the sale and purchase of the consumer, report to the bank, the report I have agreed this I hand over to the bank when it is handed over to the bank then we can do the murabahah contract we sell and buy to the customer return. There are two schemes in buying and selling murabahah contracts using wakalah or without wakalah.

Earlier gave direct authorization, the first bank that directly to the seller agreed that we directly sell to the customer without a representative. Second, by not being wakalah so this customer as his representative the bank gives power. Only sometimes there are many limitations of banks to do it because usually banks make deals first at the beginning. In this way, we finally use the function of the wakalah contract earlier, the representative. So there are two schemes in the murabahah contract without or with the wakalah. Because earlier if the Sharia contract clearly cannot be compared with one, the advantages or weaknesses therefore depend on the purpose. So the purpose of financing is different in contract. That was we were not talking about credit in Sharia, we are talking about financing, what is the purpose and object if, for example, physical goods enter murabahah, but if the entry of services, such as, want to continue to S2, notarial entry into the ijarah contract. Will we later make a business alliance, for example, the entry into the sirkah we fellowship over an effort.

The beauty of Sharia is that what the purpose is can not be compared with the advantages or disadvantages because the purpose in Sharia is the difference is the goal. If we talk conventionally, we turned back our first chat. What is the advantage of the murabahah contract. Earlier we said that murabahah is transparent there is such a thing as garar, it is uncertainty. There is something confidential. Then we must not do garar in a contract. So we have to be transparent and have to be pleased by both parties. If it is not pleased with one of the vanity contracts in the contract. That's the beauty of the contract in the book of Sharia. This agreement must not be mutually coercive between one of the parties as long as it is not agreed that it must not be because it becomes a vanity contract later. Back to the murabahah contract, what are the advantages with conventional contracts, we talked about murabahah, we talked about transparency, the first is the certainty of an installment, we must explain earlier how much the margin is, at the beginning we already know the margin until maturity, then surely what month is, conventional cannot be like that.

Conventionally, the credit practice was followed to change to every quarter every 3 months until the renewal came out later changed. That's where the uncertainty in credit is. Murabahah, we can ascertain how many installments, why can of course be flat until the end, the final positive for the customer is that the customer already has a shadow in the next few years, I need assets, especially because there is certainty of payment. Unlike conventional contracts, he has no certainty, many of the conventional customers are covered to BSI usually in the 3rd year. If you say that cooperation is not, because if the nature of cooperation is more to repayment, the bank concerned does not want to be completed, let alone the portfolio, but we can take over. If mudarabah is the same as deliberation, the difference is the portion of capital, if we say that capital each party must deposit, if alms earlier. I said capital, for example, we go to a business, this business we need 200 million capital, okay 150 million bank, we withdraw 50 million to alms on capital too. Shirkkah means there is a capital alliance between 2 or more parties. But those who run the business are still customers who do work. If this is different, it is a party who gives capital, the rest is the one who does the work.

For example, we have a business, want to run a business but do not have any capital at all, we use 100 million police to run a business, we banks give 100 million, do not convey capital at all, only contribute to that work, we use the principle of mudarabah, the difference is there. Murabahah is a system of remuneration, if we talk about remuneration, if the service is directed from the ijarah, then if we talk about the service of the contract it is ijarah (Suriati, 2021). Murabahah is about recompense but about an item, its physicality. If we talk about is ijarah earlier. But if we talk again about profit sharing for the entry of Mudarabah. If it's profit sharing we talk about effort. Manya profit sharing model. If that was said earlier about mudhorobah in the new profit-sharing savings.

Because conveying capital to BSI turns around its mudhorobah, it is usually the bank that provides capital in the business. Mudaribah in the savings contract that gives capital to us, in the form of savings is capital (Widayatsari, 2013). we have no accent at all conveying the capital to BSI 1 million, 1 million will be BSI rotate for the business. There comes profit, the profit is in profit sharing. The percentage of BSI interest is indeed placed in the nominal form, how much is the nominal that we will keep. That's the difference with conventional, we can't say it in percentage terms, nominal that we can deliver. Except earlier, the profit sharing ratio, but in the form of a percentage of interest but a percentage of the distribution of the proceeds. Example: For example, if we try or give alms or pray, we already of course from this profit we will share the results of how many portions. For example, the profit is likely to be one million, and one million is divided by the bank, for example, the bank can be 10%, and the customer can be 90%.

Of course, at the beginning how much is the agreement on profit sharing. Later it will change every month possibly. Because the card for the business varies every month, how much income, as well as what happens in our business. That's why later, for example, having opened a mudharabah savings in a check every month is different for the profit sharing even though the balance is the same, because we convey the profit sharing or the margin is under how much we receive profit each month. Furthermore, BSI has also collaborated with several notary partners and developers. BSI has a cooperation located in Ciawi. If in Cisarua there is no cooperation with subsidies, even though our developers are working with subsidies, they don't know about it, the peak beautiful ones have subsidies, the remaining 5 if I'm not mistaken. It's just that BSI has no cooperation with its subsidies, we cooperate with commercial ones, but BSI ring light exists, only if it doesn't memorize my cooperation with anyone.

Of course, it is a difference, between conventional deeds and Sharia deeds because what we continued earlier is also different, conventional is in the form of SPH debt recognition letters. The language is already the language of how much the principal of the credit continues to what percentage interest. in the BSI article about different prices that come to buy, sell, and margin prices. Several main articles may already be generally applicable. Article on the subject of the Suitmanajer, an Article on the issue of legal disputes, an Article on the conclusion, or maybe about in the legal agreement there is a complication, the premise may be the same. stay different substance. if we talk about the same, there may be the same, namely in comparison, and premise, but if about the scope it must be different Sharia there is the Qur'an, if it is clear that BSI is in the preamble, usually if the contract structure is Hyder the contract we do convey, BSI uses al maidah verse 2 in the contract. Comparison of whether the premise of the 3rd NNTI is content. In the content article of the NNTI which is influential although some articles are haram as earlier about legal domicile may be the same.

Actually, how many times it depends on how many people are from the community, but if from the Bogor area itself, for example, we are 1 month or maybe there are about 10 of our contracts, just times from 20, there are at least 200 per month. The murabahah may only be for the home financing yet for the others, which recaps it at home financing around at least 200 contracts. We have no micro yet, there will be a micro scale. The fee is even set up actually from the smallest dirty space is 0.5. The role of a Notary in making a deed of financing subsidized home ownership is as a party responsible for making and certifying the deed. The notary will ensure that all legal terms and conditions related to the substance of the agreement and ownership stated in the deed of financing of subsidized housing have been fulfilled. Notary duties include verifying the identity of the parties, ensuring that the financing is carried out in accordance with applicable regulations, and giving legal force to the deed. With his role, Notary guarantees the validity and legal validity of the deed of financing subsidized home ownership.

Currently, the role of notaries in making financing deeds for subsidized home ownership with murabahah contracts at Islamic banks does not yet have a significant role, this is indicated by the lack of notaries partnering with Islamic banks, notaries partnering with Islamic banks must have supporting competencies. which need to be owned by notaries such as having sharia certification to be of more value than notaries who do not have certification, from having sharia certification notaries become authorized to make contracts at Islamic banks which are currently still rarely owned by notaries. Furthermore, in practice, there are actually many deeds of home financing made by notaries, but the deeds are still in the form of commercial contracts only, Islamic banks tend to use notary services during contracts that have commercial value, while in subsidized housing financing contracts it is still rare to find notaries working there, it is suspected that the availability of the cost of making deeds is the cause of not being involved in the financing of subsidized housing.

The murabahah agreement in subsidized housing financing transactions is currently still an option for low-income people to get a house because this agreement gives MBR the freedom to choose the house they want. This means that the murabahah contract, although conventional, is the same as a mortgage, but here there is freedom for buyers to choose the house they need themselves, besides that this contract also provides certainty of payment without any interest in it, meaning that the murabahah contract guarantees the price with a margin (profit) for Islamic banks in advance. If the initial contract price of the house is 300 million, with Martin 25 million, then no matter how long the buyer pays in installments, the price is the same as paying 325 million. Unlike conventional, if there is a delay, there is a fine at the end. Therefore, the murabahah contract will provide authentic legal certainty if it involves public officials such as notaries in making the deed because currently the position of MBR as buyers is often weak because Islamic banks and developers as fund holders often feel needed. Thus, the MBR becomes maneuverable according to its provisions at the time of the contract

## Conclusions

Based on the results and discussion above, it can be concluded that the role of notaries in making financing deeds for subsidized houses using murabaha contracts has not been widely carried out by Islamic banks, notaries in this case general deed-making officials play more of a role in making financing deeds for ordinary commercial houses, while at the time of subsidized houses there were not many Islamic bank partners who used notaries. Therefore, the development of a notary model is currently needed to make a deed of financing for subsidized housing, because in practice the customer is in a weak position in every deed making, so a notary is needed to make a deed of financing at an affordable price to protect the legal certainty of low-income customers in having an authentic deed. Currently, the murabaha contract is still the choice for customers in buying houses at Shariah banks, because the margins offered by banks are not large and certain. However, it is necessary to have a kaffah Islamic law concept in making the deed, for this reason this research is expected to conceptualize the anatomy of the murabahah contract with applicable legal principles and Islamic legal values. Providing provisions for Notaries, in order to be able to improve competencies for the development of hard skills and soft skills for the current needs that are developing in society. This is necessary for the notary profession, seeing the potential of the Islamic banking market which is increasingly broad and loved by the public. Notaries need to be present to provide authentic guarantees through the deeds they make. Islamic banks can make standardized authentic deeds for murabahah contracts, especially in subsidized housing financing, besides that there is also a need for pricing arrangements so that notaries can play a role in it.

## References

- Abady, Anthony Robert Phangestu, & Rahayu, Mella Ismelina Farma. (2023). Penyuluhan Hukum Pembuatan Akta Oleh Notaris Berdasarkan Undang-Undang Nomor 2 Tahun 2014 Tentang Jabatan Notaris. *Journal On Education*, 5(2), 4248–4258.
- Adiansyah, Hidayatulloh. (2019). Tanggung Gugat Notaris Atas Ketidaksesuaian Harga Transaksi Jual Beli Tanah Dan Bangunan Dengan Harga Sebenarnya. *Problematika Hukum*, 2(2), 46–62.
- Fatwa Dewan Syariah Nasional. (2000). No: 04/Dsn-Mui/Iv/2000, Tentang Pembiayaan Murabahah.
- Indonesia, Bank. (2007). Peraturan Bank Indonesia Nomor 9/19/Pbi/2007 Tentang Pelaksanaan Prinsip Syariah Dalam Kegiatan Penghimpunan Dana Dan Penyaluran Dana Serta Pelayanan Jasa Bank Syariah, Pbi No. 9/19/Pbi/2007, Ps. 2 Ayat 2.
- Irawan, Sandi, Fasa, Muhammad Iqbal, & Ja'far, A. Kumedi. (2022). Analisis Akad Pembiayaan Murabahah Di Bank Syariah Indonesia Cabang Pringsewu. *Reslaj: Religion Education Social Laa Roiba Journal*, 4(2), 300–310.
- Mahkamah Agung. (2008). Peraturan Mahkamah Agung Republik Indonesia Tentang Kompilasi Hukum Ekonomi Syariah. Perma No. 02 Tahun 2008. Ps. 199.
- Mubarok, Jaih. (2017). *Fikih Mu'amalah Maliyyah: Akad Jual Beli*. Simbiosis Rekatama Media.
- Muhammadiyah, Muhammadiyah, & Zulhamdi, Zulhamdi. (2022). Implementasi Murabahah Pada Perbankan Syariah. *Al-Hiwalah: Journal Syariah Economic Law*, 1(1), 53–74.
- Nasution, Surayya Fadhillah. (2021). Pembiayaan Murabahah Pada Perbankan Syariah Di Indonesia. *At-Tawassuth: Jurnal Ekonomi Islam*, 6(1), 132–152.
- Purnayasa, Agus Toni. (2018). Akibat Hukum Terdegradasinya Akta Notaris Yang Tidak Memenuhi Syarat Pembuatan Akta Autentik. *Acta Comitatus: Jurnal Hukum Kenotariatan*, 3(3), 395–409.
- Republik Indonesia. (2008). Pasal 19 Undang-Undang Nomor 21 Tahun 2008 Tentang Perbankan Syariah.
- Rinawati, Ika, Khusna, Ilmiyatul, & Fatimah, Devi Sofiyatul. (2023). Model Penyelesaian Pembiayaan Bermasalah Pada Akad Murabahah Di Ksps Arthamitra Sejati Kabupaten Malang. *Al-Mashadir: Jurnal Ilmu Hukum Dan Ekonomi Islam*, 5(2), 112–122.
- Roficoh, Luluk Wahyu, & Ghozali, Mohammad. (2018). Kepatuhan Syariah Akad Murabahah Dalam Konsep Pembiayaan Pada Perbankan Syariah Di Indonesia. *At-Tahdzib: Jurnal Studi Islam Dan Muamalah*, 6(2), 40–57.
- Satria, Muhammad Rizal, & Setiani, Tia. (2018). Analisis Perbandingan Pemberian Kredit Pemilikan Rumah (Kpr) Pada Bank Konvensional Dengan Pembiayaan Murabahah (Kpr) Pada Bank Syariah (Studi Kasus Pada Bank Bjb Dengan Bank Bjb Syariah). *Amwaluna: Jurnal Ekonomi Dan Keuangan Syariah*, 2(1), 105–118.
- Selorina, Erika. (2023). *Akad Murabahah Dalam Akta Pembiayaan Kepemilikan Rumah Bersubsidi Oleh Notaris Di Kabupaten Bogor (Studi Kasus Terhadap Akad Pembiayaan Rumah Bagi Masyarakat Berpenghasilan Rendah)*. Universitas Yarsi.
- Shomad, A., & Usanti, T. P. (2013). *Sharia Bank Transactions*. Jakarta: Pt. Script Earth.
- Soekanto, Soerjono. (2006). *Pengantar Penelitian Hukum*. (No Title).



- 
- Sosiawan, Ayasha Salsabil. (2020). Peran Notaris Dalam Pemenuhan Prinsip Syariah Pada Akad Pembiayaan Murabahah Bil Wakalah Di Bank Syariah. *Indonesian Notary*, 2(3), 39.
- Sugiyono. (2019). *Metode Penelitian Kuantitatif, Kualitatif, Dan R & D*. Bandung: Cv Alfabeta.
- Sunarwan, Eko. (2015). *Pengaruh Good Corporate Governance: Gcg Terhadap Kinerja Keuangan Perbankan Syariah: Studi Kasus Pada Bank Umum Syariah Dan Unit Usaha Syariah Di Indonesia Periode 2010-2013*.
- Suriati, Baiq. (2021). *Penerapan Akad Ijarah Pada Produk Pembiayaan Multijasa Di Koperasi Simpan Pinjam Dan Pembiayaan Syariah (Kspps) Gumarang Akbar Syariah Mataram*. Uin Mataram.
- Wanzah, Abdul Tri. (2022). *Bai'inah Menurut Mazhab Syafi'i Dan Relevansinya Dengan Akad Perbankan Syariah*. Iain Parepare.
- Widayatsari, Any. (2013). Akad Wadiah Dan Mudharabah Dalam Penghimpunan Dana Pihak Ketiga Bank Syariah. *Economic: Journal Of Economic And Islamic Law*, 3(1), 1–21.
- Wikaningrum, Tri. (2011). Praktek Dan Kebijakan Manajemen Sumber Daya Manusia Pada Perbankan Syariah. *Jurnal Siasat Bisnis*, 15(1).
- Yunita, Ani. (2018). Problematika Penyertaan Akad Wakalah Dalam Pembiayaan Murabahah Pada Bank Syariah. *Varia Justicia*, 14(1), 21–29.