

Islamic Law Analysis of Guidelines for Implementing Contracts in Nuri Savings and Loans and Sharia Financing Cooperatives (KSPPS) East Java

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Abstract: The aim of Sharia Cooperatives is to improve the welfare of members in particular and society in general and to contribute to building a just economic order in accordance with Islamic principles. Strengthening this principle, of course, must start from the contract as sharia legitimacy from the practices carried out by the Cooperative including the Nuri East Java Savings and Loans and Sharia Financing Cooperative (KSPPS). The formulation of the problems posed are 1) How is the Contract Implementation in the KSPPS Nuri East Java Contract Manual; 2) What is the analysis of Islamic law on the implementation of the contract? This research is in the nature of a text study of contract implementation manuals at KSPPS Nuri, East Java, so the method used is a literature survey, namely searching for and studying written materials related to the object of study. The findings of this study are that the contracts practiced at KSPPS Nuri East Java in general do have a strong foundation in Islamic law and are in accordance with the DSN MUI fatwa. Because the foundation of the MUI's DSN fatwa besides ummahatul mashadir such as the Al-Qur'an, hadith, ijma' and qiyas are also the views of the scholars in fiqh books.

Keyword: *hukum, akad, koperasi, syariah*

Introduction

The study and establishment of Islamic banking in Indonesia has progressed very rapidly. Since it started in 1990, the Indonesian Ulema Council formed a working group to establish Islamic banks in Indonesia. In August 1990, MUI organized a workshop on bank interest and banking which was held in West Java. The results of the workshop were discussed in more depth at the 4th National Conference in Jakarta. After several studies and processes took place, on May 1, 1991 the first Islamic bank was established in Indonesia, namely Bank Muamalat Indonesia. (Sofian, n.d.)

Next, the DPR issued Law number 7 of 1992 which included the legal basis for bank operations using the sharia system, and in 1998, the DPR refined Law number 7 of 1992 to become Law number 10 of 1998. The formal legal door is in the form of a law This law turned out to be the driving force behind the formation of sharia business units, both in the form of banking, Baitul Mall wa al-Tamwil and sharia cooperatives. The law seems to have opened a closed faucet containing the strong desire of the Indonesian people to practice sharia in muamalah as part of practicing their religion which has long been closed.

Meanwhile, the sharia cooperative itself was born at the same time as the mushrooming establishment of several Baitul Maal Wat Tamwiil (BMT) which was first pioneered by BMT Bina Insan Kamil in 1992. (Z. Arifin, 2009)

The purpose of Sharia Cooperatives is to improve the welfare of members in particular and society in general and to contribute to building a just economic order in accordance with Islamic principles.

The principle contains at least two important things, namely; (Z. Arifin, 2009)

1. The principle of ta'awun is in accordance with the word of Allah SWT QS: 5; 2

وَتَعَاوَنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ ۖ وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ

Meaning: And help you in (doing) virtue and piety, and do not help each other in sin and enmity. Fear Allah, indeed, Allah is very severe in punishment.

2. Avoiding al-iktinaz, namely holding money or letting it idle does not rotate in transactions that benefit the general public as stated in the Qur'an (QS; 4: 29):

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ
مِّنْكُمْ ۖ وَلَا تَقْتُلُوا أَنْفُسَكُمْ ۚ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

Meaning: O you who believe! Do not eat each other's wealth in a vanity (unrighteous) way, except in trading that applies on the basis of mutual consent between you. And don't kill yourself. Truly, Allah is Most Merciful to you.

It is also in this spirit that the East Java Nuri Sharia Cooperative (KSN) was formed. A sharia financial institution that was born from the initiation of an alumnus of the Banyuwangi Islamic Boarding School Islamic Education Institute named Peradaban (Darul Ulum Banyuwangi Alumni Association) on December 1, 2008 which set the mission "Building a Sharia-based Ummah Economic Civilization," and aims to free society from the bondage of usury.

Weaknesses in the Nuri Syariah Cooperative namely, limited services, limited products offered, limited number of branch offices, no savings and loan guarantee institution, limited quality of human resources in accordance with the position to be filled. (Fata, 2018)

The East Java Nuri Sharia Cooperative (KSN) is one of the cooperatives engaged in the savings and loan business. This cooperative was formed by the founders on Monday, December 1, 2008 and began operating on January 1, 2009. Subsequently, it was incorporated from the Office of Cooperatives and SMEs of Pamekasan Regency No. 02/BH/XVI.19/2010, dated 29 April 2010.

Tax Registration Number (NPWP) 03.020.416.8-608.000 Nuri Syariah Cooperative, registered on October 20, 2010. On December 11, 2014 Nuri Syariah Cooperative received Approval of the Deed of Amendment to the Articles of Association from the Provincial Government of East Java Number: P2T/10/09.02/01 /XII/2014, December 11 2014 and Savings and Loan Business License from the Provincial Government of East Java Number: P2T/26/09.06/01/XII/2014, December 11 2014. (Rismanto, 2019) Has 21 branches spread throughout the province of East Java. (Rismanto, 2019)

Method

The research method is the way of researching, studying and analyzing the research target object to find certain results or conclusions. Because this research is in the nature of a text study of contract implementation manuals at KSPPS Nuri East Java, one method is a literature survey, namely finding and studying written materials related to the object of study.

This research is of a qualitative type, namely library research, namely by tracing the existing library data in the book and complementing it with other literature related to the study. This research was conducted by reading, studying, and analyzing the contents of the book and supported by various related literature. This research is descriptive-analytic in nature, namely research that functions to solve problems through the collection, compilation, and process of in-depth analysis of existing data to then be explained and then given an assessment. (Arikunto, 2011)

Result and Discussion

Akad in Sharia Cooperatives

Ali Atabik and Ahmad Zuhdi Muhdlor in the Arabic-Indonesian Contemporary Dictionary give the meaning of contract as follows. The word akad (عقد) comes from mashdar ربط اي عقدة which means: to bind, conclude, combine. And it has the same meaning: الاتفاق dan العهد (agreement, agreement, contract). For example: عقد رسمي (official contract).

Likewise Wahbah Al-Juhaili defines aqad as follows: الربط بين أطراف الشيء. Namely; A bond between two things, both a khissy (real/physical) bond and a ma'nawi (abstract/psychical) bond, from one side or two sides. So through the approach of some of the studies above, it can be concluded that the meaning of a contract is an agreement, engagement or agreement between parties who make an agreement on a certain object and is shighoh (lafadz) in a ijab-qobul. (D. Arifin, 2014)

Explicitly, the description above is in line with the provisions in the Islamic Banking Law Number 21, 2008 point (13) which reads:

Akad is a written agreement between a Sharia Bank or UUS and other parties that contains rights and obligations for each party in accordance with Sharia Principles.

While the notion of sharia cooperatives can be defined technically, namely cooperatives whose principles of activities, objectives and business activities are based on sources of Islamic sharia, namely the Al-Qur'an and Hadith. This cooperative model aims to improve the economic welfare of its members in accordance with Islamic norms and morals and create brotherhood and justice among members. Sharia cooperatives are also Islamic financial institutions that are different from conventional cooperatives, where in practice Islamic cooperatives do not use an interest system. (Sopian, 2018) As stated in the Fatwa of the National Sharia Council-Mejelis Ulama Indonesia No: 02/DSN-MUI/IV/2000, it has decided that savings that are not justified according to

sharia are savings based on interest calculations. Sharia-justified savings, namely savings based on the principles of mudharabah or wadī'ah. (Yaqin, 2020)

The intended sharia cooperative is in accordance with Permen KUKM (Regulation of the Minister of Cooperatives and Small and Medium Enterprises) No. 16 of 2015, namely KSPPS (Savings and Loans Cooperatives and Sharia Financing). The regulation reads; "Sharia Savings and Loans and Financing Cooperatives, hereinafter referred to as KSPPS, are cooperatives whose business activities include savings, loans and financing according to sharia principles, including managing zakat, infaq/alms, and endowments". With the issuance of this ministerial regulation, the previous regulation was declared no longer valid, as stated in Article 36 paragraph (7) of the Ministerial Regulation of Cooperatives and UKM No. 16 of 2015.¹

Sharia Banking Law Number 21 of 2008, in CHAPTER II PRINCIPLES, OBJECTIVES AND FUNCTIONS Article 2 explains that:

Sharia Banking in carrying out its business activities is based on Sharia Principles, economic democracy, and the principle of prudence.

Analysis of Islamic Law

The meaning of Islamic law here is provisions originating from Islamic teachings, both the Qur'an and the hadith of the prophet. The term Islamic law in Arabic is known as "shariah" or some call it "fiqh".

In the context of this study, the Islamic law in question is the guidelines referred to by sharia cooperatives in running their systems and organizations. In general, all cooperatives must be guided by legal regulations regarding cooperatives such as the Islamic Banking Law Number 21 of 2008, Ministerial Regulation and Cooperatives and UKM Regulation No. 16 of 2015 and especially the Fatwas of the National Sharia Council (DSN) of the Indonesian Ulema Council (MUI).

¹ With the enactment of this regulation, the Decree of the State Minister for Cooperatives and Small and Medium Enterprises of the Republic of Indonesia Number: 91/Kep/M.KUKM/IX/2004 concerning Guidelines for the Implementation of Sharia Financial Services Cooperative Business Activities, Regulation of the Minister of State for Cooperatives and SMEs of the Republic of Indonesia Number: 35.3 /Per/M.KUKM/X/2007 Concerning Guidelines for Health Assessment of Islamic Financial Services Cooperatives and Cooperative Sharia Financial Services Units, Regulation of the Minister of State for Cooperatives and Small and Medium Enterprises of the Republic of Indonesia Number: 35.2/PER/M.KUKM/X/2007 Concerning Guidelines for Standard Operational Management of Islamic Financial Services Cooperatives and Cooperative Islamic Financial Services Units are declared no longer valid. See Asep Sopian, Monitoring Model of KSPPS BMT UGT Sidogiri Pasuruan, East Java, p. 134-135

The DSN MUI fatwa is stipulated by law as the basis and legal basis for carrying out cooperative activities. As explained in the Sharia Banking Law, Number 21 of 2018, point (12) that sharia principles are carried out by Sharia Cooperatives "based on fatwas issued by institutions that have authority in establishing fatwas in the field of sharia" and the institution is explained in Article 26 point (2) reads:

The Sharia principles referred to in paragraph (1) are issued by the Indonesian Ulema Council. Researchers will examine from the perspective of compatibility between the contract guidelines written in the Nuri East Java KSPPS guidebook and the DSN MUI Fatwa. For this reason, it is necessary to first describe the contract guidelines at KSPPS Nuri, East Java, then explain the Fatwa of the MUI National Sharia Council (DSN).

Based on the results of an interview with Muhammad Hendrik, S.H.I. KSN Central Legal Division Nuri and Ahmad Fauzi, S.Pd.I. as the head of the drafting team, it is known that in the preparation of these guidelines, KSN Nuri first formed the core drafting team namely, Muhammad Hendrik from the legal division as a member and Ahmad Fauzi, S.Pd.I. as team leader.

Given the urgency of the guidelines and the need for thoroughness and in-depth studies, the process of preparing these guidelines was carried out for approximately three months in 2017, involving several experts who were considered competent in their fields through several steps, stages and processes as follows:

First, the East Java KSN asked for assistance from Mahbubi Ali, Ph.D (Sharia Business Management Expert) and Lecturer at Tazkiya Bogor Islamic Economics College. The recipient of the International Center for Education on Islamic Finance (INSEIF) Malaysia scholarship was asked to provide assistance regarding the development of sharia economic studies in parts of the world.

Second, KH. Prof. He was asked to provide assistance regarding the deepening of contracts in various fiqh literature.

Third, KH. M. Fudeil Tibyan, Member of KSPPS Sidogiri Sharia Supervisory. He was specifically asked to provide assistance regarding the model and duties of the supervisory team for the implementation of contracts at KSPPS Sidogiri, which had carried out sharia cooperative practices for a very long time with the number of branches reaching approximately 300 branches.

Fourth, KH. Abdul Hanan Tibyan, Board of Caretakers of LPI Darul Ulum Banyuanyar Islamic Boarding School and Caretaker of PP. Puncak Darussalam Pamekasan is a sharia economic activity in Pamekasan. As a scholar who is widely known to have takhassush in theoretical studies of the book of fiqh

combined with his ability to carry out practical analysis, he was specifically asked to provide assistance in theory and practice of contract implementation.

After going through the four processes above, the following draft guidelines were seriously discussed with KH. Hasbullah Muhammad, Lc. as sharia supervisors and other central administrators to be ratified later. (Hendrik, 2021)

Contract Implementation at KSPPS Nuri, East Java

The implementation of the contract at East Java KSN is divided into two, the first is the deposit contract which includes;

1) Mudharabah

The mudharabah contract is divided into two, first the regular mudharabah and the term mudharabah.

Applications for savings in mudharabah are usually explained:

a) East Java KSN members save money in the form of ordinary mudharabah savings in East Java KSN cooperatives.

b) East Java KSN will channel the member's funds in the form of financing to East Java KSN members.

c) KSN East Java will receive income for the financing that has been distributed.

d) East Java KSN will calculate profit sharing on the basis of profit sharing, namely the distribution of profit sharing on the basis of income after deducting costs.

e) East Java KSN members will receive profit sharing from East Java KSN according to the agreed ratio.

Meanwhile, futures mudharabah is carried out through the following applications:

a) East Java KSN members save their funds in the form of mudharabah deposits in the East Java Nuri Sharia Cooperative.

b) East Java KSN distributes East Java KSN member funds in the form of financing to members.

c) KSN East Java will receive income from the financing that has been distributed.

d) East Java KSN will calculate profit sharing on the basis of profit sharing, namely the distribution of profit sharing on the basis of income after deducting costs.

e) At the end of the month, East Java KSN members will receive profit sharing from East Java KSN according to the agreed ratio.

f) At maturity, East Java KSN members may take all the money deposited with profit sharing allowed to be taken every month by East Java KSN members.

2) Wadi'ah

The implementation of the wadi'ah contract is described as follows:

a) East Java KSN members register and apply for savings deposits as well as becoming members of East Java KSN.

b) Based on this request, KSN East Java can implement a wadi'ah contract with an ordinary savings pattern that can be taken by the owner at any time. East Java KSN can apply this wadi'ah contract in the form of savings, meaning that East Java KSN asks savers for permission to use these savings in economic activities and is responsible for all risks that may occur. East Java KSN also may not require wages from savers or profit sharing from East Java KSN, only East Java KSN may give pure bonuses meaning without a contract and without determining the nominal value to East Java KSN members.

Second, the financing agreement includes:

3) Rahn

Rahn contract application in KSN East Java as follows:

a) East Java KSN acts as muqridl as well as murtahin, namely the party that provides both the creditor and the guarantee recipient

b) Members act as muqtaridl as well as rahin, namely the party who owes money and also gives guarantees.

c) East Java KSN can and has the right to hold members' assets as collateral for debts after a handover occurs between the debt and the guarantee, while the debt is binding (common) or almost binding (yaylu ilal common) without collecting any financing including administration.

d) Collateral goods basically do not have to be in the hands of the East Java KSN, only that they can be entrusted with the East Java KSN under a wadi'ah or leasing (service) contract and must be separated from the rahn contract. While the status of the collateral goods after arriving in the hands of the East Java KSN is entrusted.

e) East Java KSN can request ujarah/safekeeping service fees or rental services, the amount of which is based on the risk of the goods and the term of the safekeeping or rental.

f) East Java KSN can utilize or manage collateral items with the owner's permission (rahin).

g) In this contract, it should also be written or an agreement on stamp duty and signed by the parties and witnesses (if needed) in this case the East Java KSN does not charge administrative fees.

4) Murabaha

East Java KSN applies the murabaha contract as follows:

a) Members apply for financing to purchase goods.

b) KSN East Java and the member who proposed it negotiated the price of the goods (basic price and mark up/profit)

c) After an agreement is made, it means that the price is final. This means that there is no additional fund even though there is a setback in payment, or there is no reduction in payment even though it is paid before the agreed time.

d) Members promise to buy goods.

e) East Java KSN buys goods to shops/manufacturers, can also be represented (wakalah) to these members on behalf of East Java KSN, after which the ordered goods are returned to East Java KSN as the owner of the goods as evidenced by a purchase receipt.

f) Ijab qabul (murabaha contract is carried out)

g) Murabaha financing is considered complete when all payment obligations of members have been paid off.

5) Ijara

Ijarah contract application in KSN East Java Not spelled out

6) Qordlu al-Hasan

Qordlu al-Hasan application in KSN East Java:

a) The lender (JSN East Java) provides loans to East Java KSN members with the condition that East Java KSN members will return the loan in accordance with the mutually agreed timeframe with the same amount as the loan received.

b) East Java KSN members do not need to provide additional or profit sharing on their loans to East Java KSN.

c) East Java KSN only provides Qardlu al-Hasan loans to East Java KSN members who are trusted and really need it without any profit sharing from East Java KSN members.

d) If after the maturity date, East Java KSN members are obliged to return it and may even exceed it to East Java KSN, and East Java KSN may accept it on condition that it was not agreed beforehand or at the time of holding the Qardlu al-Hasan contract between East Java KSN and East Java KSN members.

7) Musyarakah

Musyarakah contract application in KSN East Java:

a) East Java Nuri Sharia Cooperative and members sign a musyarakah contract.

b) East Java KSN members have 30% of funds and East Java KSN have 70% of funds to run a business in accordance with musyarakah contracts.

c) The business is run by members, can be assisted by East Java Nuri Sharia Cooperative or members run their own business, East Java Nuri Sharia Cooperative gives power of attorney to members to manage the business.

d) The results of the cooperation carried out between the East Java Nuri Sharia Cooperative and the customer are divided according to the ratio agreed in the financing contract, for example 60% for East Java KSN members and 40% for East Java KSN, but if a loss occurs, then the Sharia Cooperative East Java Nuri will bear the loss with the agreement between East Java KSN and East Java KSN members.

e) After the musyarakah contract ends, the capital is returned by members of the East Java KSN to East Java KSN.

There are several important notes that the researcher found when analyzing the contract manual at KSPPS Nuri, East Java, both for the thicker manual and for the pocket book containing summaries. The researcher found that in preparing the contract manual, KSPPS Nuri East Java only once referred to the DSN MUI fatwa, namely to the mudharabah contract. (Akad, 2017) While in other contracts, there was no MUI DSN fatwa referred to by the drafting team. Indeed, not referring to something does not necessarily mean that there is no conformity with the reference. Because the determination of suitability is largely determined by the analysis of the content of the two objects studied. This is based on the results of the research that will be presented.

Result

The researcher's analysis of the two objects of study, firstly the Fatwa of the National Sharia Council of the Indonesian Ulema Council as a reference

ordered by the Sharia Banking Law number 21 of 2008 with guidelines for implementing contracts at KSPPS Nuri, East Java, is explained as follows:

In the mudharabah contract the researcher found several things which are explained as follows:

The implementation of the Mudharabah contract at KSPPS Nuri East Java, in addition to referring to fiqh books, also cites the RI Minister of Cooperatives and UKM Regulation number 16 of 2015 as well as DSN MUI Fatwa number 02 of 2000. The guideline contains pillars and conditions, the types of mudharabah contracts both of the muthlaqah or muqayyadah and sighthat ijab qobul types, the profit sharing ratio is determined on the basis of an agreement. In the description of the application, the guidebook explains that there are two types of ordinary mudharabah which are ra's al-mal and profit sharing can be taken at any time and types of mudharabah term starting from 3, 6, 12 and 24 months according to the agreement.

Even though these two types of mudharabah are permissible, in practice, ordinary mudharabah is rather difficult to implement. This is because deposits in this form are difficult to develop because capital cannot be rotated freely because capital from customers can be taken at any time. Even though the turnover of capital to generate ribh which will be shared requires time and process. So that the ordinary mudharabah practice is better removed and can be replaced with a wadi'ah yad dhamanah contract where the cooperative may utilize deposits after being allowed by the customer and may provide benefits in the form of bonuses required in the contract.

The DSN MUI fatwa in its decision allows four types of mudharabah contracts, namely, Mudharabah-muqayyadah. Mudharabah-muthlakah. Mudharabah-tsuna'iwah. Mudharabah-musyarakah. Meanwhile, in KSPPS Nuri East Java, only two types of mudharabah were mentioned, namely mutlaqah and muqayyadah. This explains that the DSN MUI fatwa accommodation is wider in scope than the contract guidelines at KSPPS Nuri East Java.

Based on the elaboration of mudharabah at KSPPS Nuri, East Java, it complies with the provisions contained in the DSN-MUI Fatwa.

Meanwhile for the Wadi'ah Contract, the KSPPS Nuri East Java contract guidelines describe in more detail the practices carried out including the pillars and types of wadi'ah contracts. First, wadi'ah yad amanah and secondly, wadi'ah yad dhamanah, where the difference between the two lies in the utilization of the loan, where in the wadi'ah yad amanah contract, the recipient of the deposit is not at all allowed to use the item deposited and it is different in wadi'ah yad dhamanah where the recipient of the deposit is allowed to use the deposited item.

Cooperatives also may not require wages or profit sharing from customers. Cooperatives may give pure bonuses without a contract and without determining the amount. This is in line with the DSN MUI fatwa which explains that in a wadi'ah contract there is no required reward, except in the form of a voluntary gift ('athaya) from the bank.

In Rahn's contract, the contract guidelines at KSPPS Nuri contain terms and pillars and conditions for both rahin, murtahin and marhun. In the explanation regarding the care, maintenance and financing of marhuns, the KSPPS Nuri East Java guideline chooses the opinion that it is permissible to take financing for marhuns, but this is based on ijarah not rahn contracts. This is in accordance with the DSN MUI fatwa which explains that the cost of depositing a deposit (marhun) must be done in an ijarah contract, not a rahn contract. And the amount of ujarah may not be determined based on the amount of the loan. So that the pure rahn contract is another contract that is separate from the al-qardh contract.

For the KSPPS Nuri East Java Murabahah contract, it describes the terms and pillars of murabaha, it also explains the murabahah li amir bis syira' contract, which is slightly different from the 'adiyah murabaha. This is in accordance with the provisions of the DSN MUI fatwa which explains that a murabahah sale and purchase contract may be made in the form of bai' al' murabahah al-'adiyah or in the form of bai' al-murabahah li al-amir bi al-syira' and payment of the selling price murabahah purchases may be made in cash (bai' al-hal), tough (bai' al-mu'ajjal, gradually/in installments (bai' bi al-taqsith), and under certain conditions may be by means of a debt settlement (bai' al- muqashshah) in accordance with the agreement.

In the Ijarah contract, the KSPPS Nuri East Java guidelines explain the pillars and conditions, the types of ijarah, the legal consequences of ijarah, as well as the amount of ujarah determined by agreement.

The DSN MUI fatwa explains that Ijarah contracts may be realized in the form of 'ala ala'yan ijarah contracts and 'ijarah' ala al-a'mal/ijarah contracts 'ala al-asykhash.

Ijarah contracts may be realized in the form of ijarah tasyghiliyyah contracts, ijarah Muwahiyah bi al-tamluk (IMBT), and ijarah maushufah fi al-dzimmaft (IMFD).

And the provisions related to ujarah explained may be in the form of money, benefits of goods, services, or goods that may be used according to sharia (mutaqawwam) and applicable laws and regulations.

The quantity and/or quality of ujarah must be clear, either in the form of a nominal figure, a certain percentage, or a formula that is agreed upon and known by the parties doing the contract.

Ujarah may be paid in cash, in stages/installments, and in installments based on an agreement in accordance with sharia and/or applicable laws and regulations.

Ujarah that has been agreed upon may be reviewed for benefits that have not been received by the Mustajir according to the agreement.

For the Al-Qardhu contract, the Nuri East Java KSPPS guidelines provide an additional explanation with the name Al-Qardh Al-Hasan which is basically the same as the al-qardh provisions in general, namely, the repayment of the established loan is in accordance with the initial amount of the loan, not by adding or subtracting it. And the implementation process must be in accordance with the agreed agreement. It's just that in al-Qardl al-Hasan, muqridh is allowed to exceed the loan amount with conditions not required in the contract and on a voluntary basis. This is in accordance with the DSN MUI fatwa which states that "Al-Qardh customers can voluntarily provide additional (donations) to LKS as long as it is not agreed upon in the contract."

From this explanation, it is known that in the Al-Qardh contract, no fees may be charged except administration fees. LKS parties may impose sanctions on muqridl if they do not fulfill obligations according to the agreement and even then they are not caused by incompetence.

In the case of Musyarakah, the KSPPS Nuri East Java guidelines lay out a general description which is basically in accordance with the provisions contained in the DSN MUI fatwa.

Based on the description above, the results can be formulated as follows:

a. The contracts that are practiced at KSPPS Nuri East Java and in general in sharia cooperatives do have a strong foundation in Islamic law and are in accordance with the DSN MUI fatwa. Because the foundation of the MUI's DSN fatwa besides ummahatul mashadir such as the Al-Qur'an, hadith, ijma' and qiyas are also the views of the scholars in fiqh books.

b. Determination of financing or ujarah for loans must be based on an ijarah contract not rahn let alone al-qardh. And the amount of deposit fees should not be based on the amount of the loan. But on the value of marhun or goods for rent. Therefore, in order for cooperatives to benefit from savings practices and in accordance with sharia principles, three separate contracts must be made, the first contract is al-qardh, al-rahn and al-ijarah.

Conclusion

This research concludes several things as follows:

In preparing the contract guidelines at KSPPS Nuri East Java, the DSN MUI Fatwa is only referred to once in the mudharabah contract. While in other contracts there is no reference to the DSN MUI fatwa.

KSPPS Nur East Java does not charge administrative fees. Even though it is legally permissible as stated in the DSN MUI fatwa, KSPPS Nuri East Java chose not to use it on the principle of caution and maintaining the purity of the contract.

The preparation and elaboration of contract guidelines at KSPPS Nuri East Java are in accordance with sharia principles issued through the DSN MUI fatwa. This can be seen from the suitability of the content between the descriptions in the contract guidelines at KSPPS Nuri East Java and the provisions published in the DSN MUI fatwa.

The resulting recommendations are as follows:

Considering that there are quite a lot of terms, conditions and rules of mudharabah, one of which requires clear profit sharing, while the process of generating ribh in profit sharing takes time. On the other hand, in ordinary mudharabah or muthlaqah contracts, there is no time limit for customers and when deposits can be withdrawn. This will make it difficult for cooperatives to determine the profit sharing ratio. So it is better if the ordinary mudharabah contract is replaced with a wadi'ah yad dhamanah contract.

Considering that the determination of financing or ujah for customer loans is the theme that is most highlighted by the community, the Cooperative must be able to guarantee the sharia of the contracts that are compiled and practiced in the field.

Improvements are needed in the preparation of contract guidelines by including the DSN MUI fatwa as a fatwa institution determined by the Sharia Banking Law number 21 of 2008 for reference.

References

- Akad, T. P. P. (2017). *Buku Saku Koperasi Syariah Nuri Jawa Timur*.
- Arifin, D. (2014). Substansi Akad Dalam Transaksi Syariah. *Jurnal Al-Amwal: Jurnal Kajian Ekonomi Dan Perbankan Syariah*, 6(1).
- Arifin, Z. (2009). *Dasar-dasar Manajemen Bank Syariah*. Azkia.
- Arikunto, S. (2011). *Prosedur Penelitian: Suatu Pendekatan Praktek*. Rineka Cipta.
- Fata, Z. (2018). *Analisis Strenghts, Weakness, Opportunity, Threat (Swot) Dalam Menentukan Strategi Pemasaran Produk (Studi Kasus Di Koperasi Syariah Nuri (Ksn) Desa Plakpak, Kecamatan Pegantenan Kabupaten Pamekasan)*. UIN Sunan Ampel Surabaya.
- Hendrik, M. (2021). *Interview*.
- Rismanto. (2019). *Analisis Kompetensi Karyawan, Reward Dan Punishment Terhadap Kinerja Karyawan (Survei Pada Karyawan Koperasi Syariah Nuri Jawa Timur Di Pulau Madura)*. UIN Sunan Ampel Surabaya.
- Sofian. (n.d.). Koperasi Syariah Sebagai Solusi Keuangan Masyarakat: Antara Religiusitas, Trend, Dan Kemudahan Layanan. *Prosiding Di Industrial Research Workshop National and Seminar (IRONIS)*.
- Sopian, A. (2018). *Model Pengawasan KSPPS BMT UGT Sidogiri Pasuruan Jawa Timur*. UIN Syarif Hidayatullah Jakarta.
- Yaqin, A. (2020). Persepsi Kiai Dan Tokoh Nahdhatul Ulama Terhadap Akad Dan Produk Al-Qardh Al-Hasan, Rahn Dan Hadiah Di Koperasi Simpan Pinjam Pembiayaan Syari'ah Baitul Mal Wa Tamwil (Kspps Bmt Nu) Jawa Timur Di Gapura Sumenep. *Profit: Jurnal Kajian Ekonomi Dan Perbankan*, 4(1).