

**PRACTICE OF FERTILIZER DEBT WITH A PROFIT
SHARING RETURN SYSTEM IN BADAN USAHA MILIK
DESA (BUMDES) SHARIA ECONOMIC LAW PERSPECTIVE
(Case Study in BUMDES Kenongo, Tuban, East Java)**

THESIS

By:

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IBRAHIM MALANG
2022**

TITLE SHEET

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DESA (BUMDES) SHARIA ECONOMIC LAW PERSPECTIVE
(Case Study in BUMDES Kenongo, Tuban, East Java)**

THESIS

Presented to
Sharia Faculty of State Islamic University of Maulana Malik Ibrahim
Malang to Fill One of Requirements used to Get Degree of Bachelor
of Law (S.H)

By:

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2022**

STATEMENT OF THE AUTHENTICITY

In the name of Allah,

With consciousness and responsibility toward the development of science,

The writer declares that thesis entitled:

Practice of Fertilizer Debt With a Profit Sharing Return System in Badan Usaha Milik Desa (BUMDes) Sharia Economic Law Perspective (Case Study in BUMDES Kenongo, Tuban, East Java)

Is truly writer's original work. It does not incorporate any materials previously written or published by another person. If it is proven to be another person's work, duplication, plagiarism partly or whole content of this work, this thesis and my degree as the result of this writing will be legally invalid.

Malang, 21st March 2022



Lwt Atya Illahi
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Practice of Fertilizer Debt With a Profit Sharing Return System in Badan Usaha Milik Desa (BUMDes) Sharia Economic Law Perspective (Case Study in BUMDES Kenongo, Tuban, East Java)

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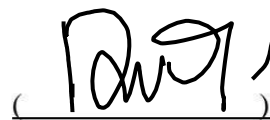
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FOREWORED

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

Alhamdulillahirabbil'alamin, in the name of Allah SWT who has given mercy and help in writing a thesis entitled: " Practice of Fertilizer Debt With a Profit Sharing Return System in Badan Usaha Milik Desa (BUMDes) Sharia Economic Law Perspective (Case Study in BUMDES Kenongo, Tuban, East Java). " we can finish well. Shalawat and greetings we extend to the Prophet Muhammad SAW who has given uswatun hasanah to us in living this life in a syar'i way. By following him, may we be among those who believe and receive his intercession on the Day of Judgment. Amin.

With all the teaching, guidance/direction, and service assistance that has been provided, then with all humility the author expresses his incomparable gratitude to:

1. Prof. Dr. M. Zainuddin, MA, as the Chancellor of the State Islamic University of Maulana Malik Ibrahim Malang.
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3. Dr. Fakhruddin, M.HI, as Head of the Sharia Economics Law Study Program, Faculty of Sharia, Maulana Malik Ibrahim State Islamic University Malang.

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7. Staff and Employees of the Sharia Faculty of the State Islamic University of Maulana Malik Ibrahim Malang, the authors thank you for your participation in the completion of this thesis.

With the completion of this thesis report, it is hoped that the knowledge that we have gained during college can provide benefits for the charity of life in this world and the hereafter. As a human being who never escapes mistakes, the author really hopes for forgiveness as well as criticism and suggestions from all parties for improvement efforts in the future.

MOTTO

يَرْفَعِ الَّذِينَ آمَنُوا مِنْكُمْ وَالَّذِينَ أُوتُوا الْعِلْمَ دَرَجَاتٍ وَاللَّهُ بِمَا تَعْمَلُونَ خَبِيرٌ

"Stand up, then stand up, Allah will raise (degrees) those who believe among you and those who are given knowledge by several degrees. And Allah is All-Aware of what you do." (Q.S. Al-Mujadilah: 11)

DEDICATION SHEET

1. To my beloved parents, father and mother who have guided me since childhood and prayed for all my hopes.
2. To my brothers and sisters who always support both in trouble and in joy.
3. To Mr and Mrs lecturers who have provided knowledge in daily learning with patience and full responsibility.
4. Friends and friends who support and know the complaints during the struggle in college.

TRANSLITERATION GUIDENCE

The Latin Arabic Transliteration Guidelines which are the result of a joint decision (SKB) of the Minister of Religion and the Minister of Education and Culture of the Republic of Indonesia. Number: 158 of 1987 and Number: 0543b/U/1987.

A. Consonants

A list of Arabic letters and their transliteration into Latin letters can be seen on the following page:

Arab Letters	Name	Latin Letters	Name
ا	Alif	Not Symbolized	Not Symbolized
ب	Ba	B	Be
ت	Ta	T	Te
ث	S/a	S/	Es (with the dot above)
ج	Jim	J	Je
ح	H[a	H[Ha (with the dot above)
خ	Kha	Kh	Ka dan Ha
د	Dal	D	De
ذ	Z/al	Z/	Zet (with the dot above)
ر	Ra	R	Er
ز	Zai	Z	Zet
س	Sin	S	Es
ش	Syin	Sy	Es dan Ye

ص	S[ad	S[Es (with the dot above)
ض	D[ad	D[De (with the dot above)
ط	T[a	T[Te (with the dot above)
ظ	Z[a	Z[Zet (with the dot above)
ع	‘Ain	‘	Apostrof backwards
غ	Gain	G	Ge
ف	Fa	F	Ef
ق	Qof	Q	Qi
ك	Kaf	K	Ka
ل	Lam	L	El
م	Mim	M	Em
ن	Nun	N	En
و	Wau	W	We
هـ	Ha	H	Ha
ء / أ	Hamzah	‘	Apostrof
ي	Ya	Y	Ye

Hamzah (ء) which is located at the beginning of the word follows the vowel without any marking. If it is in the middle or at the end, it is written with a sign (‘).

A. Vocal

Arabic vowels, like Indonesian vowels, consist of a single vowel or monophonic and multi vowels or diphthongs. The Arabic single vowel whose symbol is a sign or vowel, the transliteration is as follows::

Sign	Name	Latin Letters	Name
اَ	Fath[ah	A	A
اِ	Kasrah	I	I
اُ	D[ammah	U	U

Arabic double vowel whose symbol is a combination of vowels and letters, the transliteration is a combination of letters, namely:

Sign	Name	Latin Letters	Name
اِي & اِيَّ	Fath[ah dan ya	Ai	A dan I
اُو & اُوَّ	Fath[ah dan wau	Au	A dan U

Example:

كَيْفَ : *kaifa*

حَوْلَ : *hauLa*

B. Maddah

Maddah or long vowels whose symbols are vowels and letters, transliteration in the form of letters and signs, namely:

Harakat and Letters	Name	Letters and Sign	Name
ا / ي & َ	Fath[ah and <i>alif</i> or <i>ya</i>	a>	a and the line above
ي & ِ	<i>Kasrah</i> and <i>ya</i>	i>	i and the line above
و & ُ	D]ammah and <i>wau</i>	u>	u and the line above

Example:

مَات : *mata*

رَام : *rama*

قِيلَ : *qila*

يَمُوتُ : *yamutu*

C. Ta' Marbutah

There are two transliterations for *ta' marbutah*, namely *ta' marbutah* who live or get the letters *fathah*, *kasrah*, and *d]ammah*, the transliteration is [t]. While *ta' marbutah* who dies or gets a sukun harakat, the transliteration is [h].

If the word ending with *ta' marbutah* is followed by a word that uses the article *al-* and the reading of the word is separate, then *ta' marbutah* is transliterated with [h].

الْمَدِينَةُ : *al-madinah*

D. Syaddah (Tasydid)

Syaddah or *tasydid* which in the Arabic writing system is denoted by a *tasydid* sign (ّ), in this transliteration it is symbolized by a repetition of letters (double consonants) marked with a *syaddah*. Example:

رَبَّنَا : *rabbana*

الْحَقُّ : *al-haqq*

If letter *i* there is *tasydid* at the end of a word and preceded by the letter *kasrah*, then it is transliterated like the letter *maddah* (i).

Contoh:

عَلِيٌّ : 'Ali (not 'Aliyy or 'Aly)

عَرَبِيٌّ : 'Arabi (not 'Arabiyy or 'Araby)

E. Sandang Word

Sandang word in the Arabic writing system are denoted by letters (alif lam ma'arifah). In this transliteration guide, the article is transliterated as usual, al-, both when it is followed by the letter *syamsiah* and the letter *qamariah*. The article does not follow the sound of the direct letter that follows it. The article is written separately from the word that follows it and is connected by a horizontal line (-). Example:

الشَّمْسُ : *al-syamsu* (not *asy-syamsu*)

الزَّلْزَلَةُ : *al-zalزالah* (not *az-zalزالah*)

الْفَلْسَفَةُ : *al-falsafah*

الْبِلَادُ : *al-biladu*

F. Hamzah

The rule for transliterating the letter hamzah into an apostrophe (') only applies to hamzah which is located in the middle and end of the word. However, if hamzah is at the beginning of a word, it is not symbolized, because in Arabic it is an alif. Example:

تَأْمُرُونَ : *ta'muruuna*

سَيِّئٌ : *syai'un*

أُمِرْتُ : *umirtu*

G. Writing Arabic words commonly used in Indonesian

Transliterated Arabic words, terms or sentences are words, terms or sentences that have not been standardized in Indonesian. Words, terms or sentences that are commonplace and become part of the Indonesian vocabulary, or have often been written in Indonesian writing, are no longer written according to the transliteration method above. For example the word Al-Qur'an (from the Qur'an), *Sunnah*, *specific* and *general*. However, if these words are part of a series of Arabic texts, then they must be transliterated in their entirety. Example: *Fizila al-Qur'an*

Al-Sunnah qabl al-tadwin

Al-'Ibarat bi 'umum al-lafz la bi khusus al-sabab

1. Lafz al-Jalalah

The word Allah which is preceded by a particle such as the letter *jarr* and other letters or is located as a *mudlaf ilaih* (nominal phrase), is transliterated without the letter hamzah. As for the *ta marbutah* at the end of the word that is attributed to *lafz al-jalalah*, it is transliterated with the letter [t]. Example:

دِينُ اللَّهِ : *dinullah*

رَحْمَةُ اللَّهِ : *rahmatillah*

2. Capital

Although the Arabic writing system does not recognize capital letters (All Caps), in its transliteration these letters are subject to provisions regarding the use of capital letters based on the applicable Indonesian spelling guidelines (EYD). Capital letters, for example, are used to write the first letter of a personal name (person, place, month) and the first letter at the beginning of a sentence. If the personal name is preceded by an article (al-), then what is written in capital letters remains the initial letter of the personal name, not the initial letter of the article. If it is located at the beginning of the sentence, then the letter A of the article uses a capital letter (Al-). The same provisions also apply to the initial letter of the reference title preceded by the article al-, both when it is written in the text and in the reference notes (CK, DP, CDK, and DR). Example:

وما مُجَّد إِلَّا رَسُولٌ : Wa maâ Muhammadun illâ Rasûl

إِن أَوَّلَ بَيْتٍ وَضَعَ لِلدَّرْسِ : Inna Awwala baitin wu dli'a linnâsi

شَهْرُ رَمَضَانَ الَّذِي أُنزِلَ فِيهِ الْقُرْآنُ : 'Syahru Ramadan al-lazliunzila fih alQur'an

TABLE OF CONTENT

FRONT COVER	i
TITLE SHEET	ii
STATEMENT OF THE AUTHENTICITY	iii
APPROVAL SHEET	iv
CONSULTATION PROOF	v
LEGITIMATION SHEET	vii
FOREWORD	viii
MOTTO	x
DEDICATION SHEET	xi
TRANSLITERATION GUIDENCE	xii
TABLE OF CONTENT	xx
ABSTRACT	xxii
ABSTRAK	xxiii
ملخص البحث	xxiv
CHAPTER I INTRODUCTION	1
A. Background of Study.....	1
B. Formulation of Problem.....	5
C. Purposes.....	5
D. Benefit of Research.....	6
E. Operational Definition.....	6
F. Systematic Discussion.....	8
CHAPTER II LITERATURE RIVIEW	10
A. Previous Research.....	10

B. Theoretical Review	15
1. Badan Usaha Milik Desa (BUMDes)	15
2. Qardh	23
3. Mudhorobah	31
4. Multi Contract	36
CHAPTER III RESEARCH METHOD	55
A. Types of Research	55
B. Approach Research	56
C. Location	56
D. Data Types and sources	56
E. Data Collection Technique	57
F. Data Analysis Technique	58
G. Data Validity Technique	58
CHAPTER IV FINDINGS AND DISCUSSION	60
A. System Practice Fertilizer Debt in BUMDES Kenongo, Tuban, East Java	60
B. The Process of Return Fertilizer Debt With a Profit Sharing System in BUMDes Sharia Economic Law Perspective	65
CHAPTER V CLOSING	72
A. Conclusions	72
B. Suggestions	73
BIBLIOGRAPHY	74
APPENDIXES	
CURRICULUM VITAE	

ABSTRACT

Dwi Atya Illahi, 18220001, **Practice of Fertilizer Debt With a Profit Sharing Return System in Badan Usaha Milik Desa (BUMDes) Sharia Economic Law Perspective (Case Study in BUMDes Desa Kenongo, Kecamatan Soko, Kabupaten Tuban)**, Thesis, Hukum Ekonomi Syariah, Fakultas Syariah, The State Islamic University Maulana Malik Ibrahim Malang, Supervisor: Dwi Hidayatul Firdaus, M.SI.

Keywords: Badan Usaha Milik Desa (BUMDes), Accounts Payable (qardh), Mudhorobah, Multiakad, Sharia Economic Law.

Badan Usaha Milik Desa (BUMDes) are village business institutions established with the aim of strengthening the village economy which is managed by the community and village government and is formed based on the needs and potential of the village. There are various types of businesses that are run. One of them is HIPPA which involves several contracts. In terms of Sharia Economic Law, the use of the chosen contract must be in accordance with its implementation. If there is a merger of contracts, the law of origin of the contracts must be clear.

The formulation of the problems contained in this study are 1) How is the fertilizer debt practice system in BUMDes Kenongo, Tuban, East Java? 2) How is the process of paying back fertilizer debt with profit sharing in BUMDes from the perspective of sharia economic law?

This research uses an empirical research type, using a qualitative approach with logic and theoretical truth as well as a sociological and anthropological approach when conducting a survey for the collection of legal materials.

The results of this study are 1) BUMDes in Kenongo village implements a debt and credit system with a return for profit sharing by dividing the harvest that has been obtained by farmers. 2) Repayment of fertilizer debt in addition to using the qardh contract, there is another contract, namely the mudhorobah contract so that both of them will relate to the application of multi contract in accordance with sharia economic law or not.

ABSTRAK

Dwi Atya Illahi, 18220001, **Praktik Hutang Pupuk Dengan Sistem Pengembalian Bagi Hasil Pada BUMDes Perspektif Hukum Ekonomi Syariah (Studi Kasus Di BUMDes Desa Kenongo Kecamatan Soko Kabupaten Tuban)**, Skripsi, Jurusan Hukum Ekonomi Syariah, Fakultas Syariah, Universitas Islam Negeri Maulana Malik Ibrahim Malang, Pembimbing, Dwi Hidayatul Firdaus, M.SI.

Kata Kunci: Badan Usaha Milik Desa (BUMDes), Hutang piutang (qardh), Mudhorobah, Multiakad, Hukum Ekonomi Syariah.

Badan Usaha Milik Desa (BUMDes) adalah lembaga usaha desa didirikan dengan tujuan memperkuat perekonomian desa yang dikelola oleh masyarakat dan pemerintah desa serta dibentuk berdasarkan kebutuhan dan potensi desa. Usaha yang dijalankan ada berbagai macam jenis. Salah satunya adalah HIPPA dimana didalamnya memperlibatkan beberapa akad. Dari segi Hukum Ekonomi Syariah, penggunaan akad yang dipilih harus sesuai dengan pelaksanaannya. Apabila ada penggabungan akad, maka harus jelas hukum asal akad-akad tersebut.

Rumusan masalah yang terdapat pada penelitian ini adalah 1) Bagaimana sistem praktik hutang pupuk di BUMDes desa Kenongo Kecamatan Soko Kabupaten Tuban? 2) Bagaimana proses pengembalian hutang pupuk dengan bagi hasil pada BUMDes perspektif hukum ekonomi syariah?

Penelitian ini menggunakan jenis penelitian empiris, menggunakan pendekatan kualitatif dengan logika dan kebenaran teoritis sekaligus pendekatan sosiologis dan antropologis saat melakukan survey untuk pengumpulan bahan hukum.

Hasil dari penelitian ini adalah 1) BUMDes desa Kenongo melaksanakan sistem hutang piutang dengan pengembalian bagi hasil dengan cara membagi hasil panen yang telah didapatkan oleh petani. 2) Pengembalian hutang pupuk selain menggunakan akad qardh ada akad lain, yaitu akad mudhorobah sehingga keduanya akan berhubungan dengan pengaplikasian multiakad telah sesuai hukum ekonomi syariah atau belum.

مستخلص البحث

دوي عطية إلهي، ١٨٢٢٠٠٠١، ممارسة دين الأسمدة بنظام عائد تقاسم الأرباح في المؤسسات المملوكة للقرية منظور القانون الاقتصادي الشرعي (دراسة حالة في كيان تجاري مملوك لقرية كينونغو ، منطقة سوكو الفرعية ، منطقة توبان)، بحث جامعي، شعبة حكم عامل الشريعة، كلية الشريعة، جامعة مولانا مالك إبراهيم مالانج، المشرف: دوي هداية الفردوس الما جستير.

الكلمات المفتاحية: المشاريع المملوكة للقرية ، القرض ، المضاربة ، العقود المتعددة ، القانون الاقتصادي الشرعي.

المشاريع المملوكة للقرية هي مؤسسات تجارية قروية تم إنشاؤها بهدف تعزيز اقتصاد القرية الذي يديره المجتمع المحلي وحكومة القرية ويتم تشكيله بناءً على احتياجات وإمكانيات القرية. هناك أنواع مختلفة من الأعمال التي يتم تشغيلها. إحداها هي جمعية مزارعي مستخدمي المياه ، والتي تتضمن عدة عقود. وفقاً لأحكام الشريعة الاقتصادية ، يجب أن يكون استخدام العقد المختار وفقاً لتنفيذه. إذا كان هناك دمج للعقود ، فيجب أن يكون قانون منشأ العقود واضحاً.

صياغة المشاكل الواردة في هذه الدراسة هي (١) كيف يتم نظام ممارسة ديون الأسمدة في الشركات المملوكة للدولة في قرية كينونغو ، مقاطعة سوكو ، توبان ريجنسي؟ (٢) ما هي عملية سداد ديون الأسمدة مع تقاسم الأرباح في المشاريع المملوكة للقرية من منظور الشريعة الاقتصادية؟

تستخدم هذه الدراسة نوعاً تجريبياً من البحث ، باستخدام نهج نوعي مع المنطق والحقيقة النظرية. بالإضافة إلى نهج اجتماعي وأنتروبولوجي عند إجراء مسح لجمع المواد القانونية

نتائج هذه الدراسة هي (١) قيام الشركات المملوكة للقرية بتطبيق نظام الديون والائتمان مع عوائد تقاسم الأرباح عن طريق قسمة المحصول الذي حصل عليه المزارعون. (٢) سداد ديون الأسمدة بالإضافة إلى استخدام عقد القرض ، هناك عقد آخر وهو عقد المضاربة بحيث يتعلق كلاهما بتطبيق عقود متعددة تتوافق مع قانون الاقتصاد الشرعي أم لا.

CHAPTER I

INTRODUCTION

A. Background

Badan Usaha Milik Desa (BUMDes) are village business institutions with the aim of strengthening the village economy which is managed by the community and village government and is formed based on the needs and potential of the village.¹ BUMDes is also engaged in managing the economy which is being run by the village as an economic resource that is run on a daily basis. Village communities have potential according to their respective fields. This makes it easier for rural communities to develop the businesses they are running. So, BUMDes has an effect on the residents' economy because apart from being a social institution that helps the community, it is also a commercial or selling point for the welfare of local residents.

The way BUMDes works is to manage a business entity which contains the economic activities of the community to bring them in a more productive direction and not harm each other. So, BUMDes accommodates the original potential of villagers to develop and have a better economy than before. If the community cooperates with each other and has the same vision and mission to direct a quality village. In fact, the village is the hope for all communities where agricultural land has begun to run out while the need for food will always increase. In Islamic law, we as creatures of Allah SWT

¹ Departemen Pendidikan Nasional Pusat Kajian Dinamika (PKDSP), *Buku Panduan Pendirian*

must carry out all actions in accordance with the norms and rules of the main source of Muslims, namely the Qur'an and Hadith.

Both are used to regulate human behavior in society. So that humans can distinguish between good and bad. Islamic law regulates human life as a whole. Human relations with Allah SWT in the field of worship and human relations with other humans in the field of muamalah will give rise to rights and obligations.² In the field of muamalah, Islam also pays attention to its people to avoid things that lead to riba by applying sharia economic law in conducting transactions. This is attempted to carry out a muamalah that remains principled in the Qur'an and sunnah as well as to avoid harm from one party. Islam is very concerned about the law in every action. Cooperation between two or more people requires a contract that must be considered.

The goal is not to fall into something that is haram or not allowed. So we have to pay close attention to what process we do. As the word of God in Surah Al-Baqarah (2) verse 278 which reads:

يَا أَيُّهَا الَّذِينَ ءَامَنُوا اتَّقُوا اللَّهَ وَذَرُوا مَا بَقِيَ مِنَ الرِّبَا إِن كُنْتُمْ مُّؤْمِنِينَ

"O you who believe, fear Allah and leave the rest of riba if you are believers."

In Islamic economic law, there are principles in carrying out all activities to be carried out. The most important principle is based on divine values

² Abdul Manan, *Hukum Ekonomi Syariah Dalam Perspektif Kewenangan Pengadilan Agama*, (Jakarta: Kencana, 2012), 71.

where these values do not lead to anything false because they are in harmony with the provisions of Allah SWT. In addition, the existence of freedom of transaction means that the parties are given the opportunity to determine the model of the transaction they will carry out, whether in the form of the contract, object, time or place of the transaction. Allowing freedom of transaction does not mean that all means are legalized, but there are exceptions, if it is permissible to make what is unlawful or forbid what is lawful, it is not permissible.

This freedom must also be exercised on the basis of mutual consent of each other. In fact, the prohibition does not only come from the substance, but what is often underestimated is the procedure or the way in which the muamalah is carried out is a false way. Such as, through fraud, gambling, coercion, even the additional required interest. One of the villages that have BUMDes Kenongo, Tuban, East Java. The BUMDes in Kenongo village was officially established on 28th October 2019. However, before it was inaugurated, it was already running even though it had not been officially formed as a business entity. This BUMDes has several businesses, namely in the fields of HIPPA (Water User Farmers Association), Rice Packaging (selep), and animal husbandry.

The beginning of the establishment of BUMDes in Kenongo village was the initiative of several villagers who felt that they had very minimal profits when their businesses were run by entrepreneurs. The residents of Kenongo village are all Muslims, so they try to manage BUMDes according to sharia guidelines to avoid riba. The majority of the population's livelihood is

farmers. Several residents held a discussion and came up with a solution, namely by establishing a BUMDes in this village so that it could be separated from outside businessmen. The way of working that is practiced by outside entrepreneurs with an interest system and losses are borne by the farmers in the village.

After the existence of BUMDes, the economic condition of the community is getting better than before because the profits are getting more and more. Most of the Muslims in Indonesia also live in rural areas. The wheels of the economy are driven through economic institutions managed by the village. Although Kenongo BUMDes is a new business entity, progress has been made by being involved with village farmers. So, the agricultural sector has seen progress. Starting from the desire of the village community and the potential to manage and generate market demand. So, this assistance from BUMDes can increase the role of rural communities in managing village income sources.

BUMDes management funds are obtained originally from the village community as well as assistance from the central government. Over time, the Covid-19 virus and floods emerged which caused farmers' harvests to not be what they used to be. Kenongo village is often flooded because it is close to a river and there is no embankment covering it. The flood was also sudden due to unstable weather. So, the farmers also cannot predict when the flood will occur. In addition, the assistance from the government that did not come down was because it was to help other covid victims. To continue managing

the land, BUMDes took the initiative to find donors who were willing to help run the village program.

Then, to assist the farmers in continuing their business in the fields, BUMDes provided assistance in the form of fertilizer debts to residents and returned not in the form of nominal fertilizer prices but for the results of the following year's harvest. This becomes a question in the research whether the contract used is valid because the difference between the first contract and the second contract has one object that must be accounted for for its legal consequences. In addition, the fertilizer debt given to residents and replaced with harvest sharing has the same value for both parties or will only benefit one party and the other will be harmed.

From the explanation above, this research is very important to find out how the BUMDes fertilizer debt system in Kenongo village with profit sharing returns is in accordance with sharia economic law or not. The contracts they carry out are appropriate or not, as well as the method of implementing the mixed contracts chosen in their implementation. If you already know the results, it can be a learning for future practice.

B. Formulation of Problem

Based on the background described above, there are several problems that can be identified, including:

1. How is the fertilizer debt practice system in BUMDes Kenongo, Tuban, East Java?
2. How is the process of return for fertilizer with a profit sharing in BUMDes from the perspective of sharia economic law?

C. Purposes

Based on the problems that have been stated, the objectives of the researchers are as follows:

1. To describe the practice system of fertilizer debt in BUMDes Kenongo, Tuban, East Java.
2. To find out the process of return fertilizer debt with a profit sharing in BUMDes from the perspective of sharia economic law.

D. Benefit of Research

This research was conducted to take important benefits in it, namely:

1. Theoretical Benefits

Expanding insight and understanding of how BUMDes fertilizer debts are allowed in Sharia Economic Law, due to the possibility that people do not know how to pay debts and repay them correctly. The results of this study can be used as a trigger in studying Islamic Economic Law more deeply about the muamalah process. In addition, it can also be used as a reference for other authors who will research in this field.

2. Practical Benefits

The results of this study can be input for BUMDes management and the surrounding community in the development and management of BUMDes not out of Sharia Economic Law so as to create community welfare.

E. Oprational Definition

To simplify and understand the content of the study, the authors explain the meaning of the title of the study. The following are some terms from the research title, namely:

1. Practice

Activities carried out by someone to realize the chosen object by modifying themselves without reducing the truth of their actions. So in practice this requires perception, guided response, mechanism, and adaptation.³

2. Debt (Qardh)

Accounts payable in Islamic economic law is called qardh. Qardh is the surrender of assets in the form of money which will then be returned at the same time with the same value. In the form of money means valued in money. The value returned must be the same, it must not be required to provide additional than what is owed this will lead to riba.⁴

3. System

The system is a unified form of several components. The system is run in a certain environment where there are restrictions that should not be crossed.⁵

4. Profit Sharing (Mudharabah)

Profit sharing in sharia economic law is called mudhorobah.

Mudharabah is an agreement between two parties where one of the two

³ <http://repository.unimus.ac.id> (dikutip pada tanggal 5 Oktober 2021 Pukul 07.12 WIB).

⁴ Amir Syarifuddin, *Garis-Garis Besar Fiqih*, (Jakarta: Prenada Media, 2003), 222.

⁵ Jaluanto Sunu Punjul Tyoso, *Sistem Informasi Manajemen*, (Yogyakarta: Deepublish, 2016), 1.

gives capital to the other to run a business, then the profits will be divided equally according to the agreement.⁶

5. Perspective

Perspective is the way or point of view of being able to see objects based on the dimensions and properties of comparing them to the object.⁷

6. Badan Usaha Milik Desa (BUMDes)

According to Government Regulation of the Republic of Indonesia Number 43 of 2014 BUMDes is a business that all or most of its capital comes from village assets which are separated to manage assets, services, and other businesses for the welfare of rural communities.⁸

7. Sharia Economic Law

Sharia economic law is a science about the management of goods and services or assisting human activities in their daily activities in the field of muamalah without restraining each individual or giving them freedom of choice, but still based on Al-Iqtishad Al-Syariah or not based on the permanent law of Allah SWT.⁹ Sharia Economic Law is also part of Islamic law, namely the rules that are based on the revelations of Allah SWT and the Sunnah of the Prophet regarding the actions of mukallaf (people who already have obligations) whether related to aqidah or amaliyah beliefs (actions).

⁶ Sayid Sabiq, *Fiqh Sunnah*, Jil III (Jakarta: Pena Pundi Akasara, 2008) , 220.

⁷ [https://id.m.wikipedia.org/wiki/Perspektif_\(visual\)](https://id.m.wikipedia.org/wiki/Perspektif_(visual)), dikutip pada tanggal 15 November 2021 Pukul 19:02 WIB.

⁸ Peraturan Pemerintah RI No. 43 Tahun 2014 tentang Peraturan Pelaksanaan UU Desa.

⁹ Yoyok Prasetyo, *Ekonomi Syariah*, (Yogyakarta: Penerbit Aria Mandiri, 2018), 3.

Islamic law is not just a theory but rules that are applied in human life based on Islamic sources, namely the Qur'an and Hadith.¹⁰

F. Systematic Discussion

The systematics of the discussion is equipped with the intention of the research proposal being more systematic so that it focuses on one thought. So the researcher presents the discussion system as an overview. The systematic arrangement of the discussion is as follows:

CHAPTER I contains the introduction. Consists of the background of conducting research on BUMDes and revealing the main problems and facts contained in the community as the basis for choosing the research title. Then the problems are summarized and focused so that they do not get out of the discussion into a problem formulation. After that, the summary of the problem must have a purpose to be studied and benefits consisting of theoretical and practical benefits.

CHAPTER II contains a literature review. Consists of previous research containing information on research that has been done previously both in theses, dissertations, theses, and so on. Then a theoretical study that answers the questions in the problem formulation. Then it is discussed clearly according to the main point of the problem.

CHAPTER III contains research methods that are systematically arranged in disclosing research results consisting of Research Approach,

¹⁰ Eva Iryani, "Hukum Islam Demokrasi dan Hak Asasi", *Jurnal Ilmiah Universitas Batanghari Jambi* Vol.17 No.2 Tahun 2017, 24.

Types of Research, Types and Forms of Data, Data Collection Techniques, Data Analysis Techniques, and Data Validity Techniques.

CHAPTER IV contains the results of research and discussion. This chapter discusses questions from the formulation of the problem which will be answered in full, general description and research objects in accordance with the theory that has been studied and will be integrated into reality.

CHAPTER V contains the closing. In the concluding chapter there are conclusions as the final result of the research discussion as well as suggestions intended for the public or the readers and the authors themselves.

CHAPTER II

LITERATURE RIVIEW

A. Previous Research

Previous research is a very important study for the author, because it makes it easier for the author when conducting research. Another goal is to carry out previous research so that there is no similarity or plagiarism with other works that have been made. This study took three relevant thesis with the title taken by the author, including::

1. Nofiratullah, Tarbiyah Faculty, The State of Islamic University Maulana Malik Ibrahim Malang 2018, entitled "*Eksistensi Badan Usaha Milik Desa Dalam Meningkatkan Perekonomian Masyarakat Desa Soki Kecamatan Belo Kabupaten Bima.*"¹¹ This thesis examines how the influence of BUMDes on improving the economy in Soki village. Our research has differences, namely in the place of observation, the elements studied, as well as the impacts that arise. The similarity of the two studies is that the object under study is the BUMDes institution and is included in empirical research.
2. Satika Rani, Islamic Economy and Business Faculty, The State of Islamic University Raden Intan Lampung 2018, entitled "*Peran dan Kontribusi Badan Usaha Milik Desa (BUMDES) Terhadap Kesejahteraan Masyarakat Perspektif Ekonomi Islam (Studi Pada BUMDES Karya Abadi Mulya Sari*

¹¹ Nofiratullah, "*Eksistensi Badan Usaha Milik Desa (BEMDes) Dalam Meningkatkan Perekonomian Masyarakat Desa Soki Kecamatan Belo Kabupaten Bima.*" (Fakultas Tarbiyah Universitas Islam Negeri Maulana Malik Ibrahim Malang, 2018).

Kecamatan Candipuri Kabupaten Lampung Selatan).¹² This thesis discusses the role played by BUMDes in impacting the welfare of the community. Our research has a difference, namely in the place of observation and previous research focused on the economic welfare of the community in accordance with Islamic economics. While the author's research focuses on the contracts used by BUMDes in accordance with sharia economic law or not. The similarity between the two results of this study is that it involves a qualitative approach.

3. Atika Rahmah, Law and Sharia Faculty, The State of Islamic University North Sumatera Medan 2019, entitled "*Analisis Hukum Pengelolaan Hutang Pada Badan Usaha Milik Desa (BUMDES) dilihat Dari Perspektif Wahbah Zuhaili (Studi di Desa Bangun Rejo Kecamatan Tanjung Morawa)*".¹³ This thesis explains the management of BUMDes debt in terms of the opinion of the Wahbah Zuhaili figure. Our research has a difference. Previous research has focused on the views of wahbah figures regarding debt in BUMDes. While the author's research focuses on the combination of selected contracts in the business continuity of BUMDes. The similarity between the two is the theory studied regarding the existence of a contract discrepancy in it.

¹² Satika Rani, "*Peran dan Kontribusi Badan Usaha Milik Desa (BUMDES) Terhadap Kesejahteraan Masyarakat Perspektif Ekonomi Islam (Studi Pada BUMDES Karya Abadi Mulya Sari Kecamatan Candipuri Kabupaten Lampung Selatan)*." (Fakultas Ekonomi dan Bisnis Islam Universitas Islam Negeri Raden Intan Lampung, 2018).

¹³ Atika Rahmah, "*Analisis Hukum Pengelolaan Pinjaman Pada Badan Usaha Milik Desa (BUMDES) dilihat Dari Perspektif Wahbah Zuhaili (Studi di Desa Bangun Rejo Kecamatan Tanjung Morawa)*." (Fakultas Syariah dan Hukum Universitas Islam Negeri Sumatera Utara Medan, 2019).

4. Romadhon, Islamic Economy and Business Faculty, The State of Islamic University Sulthan Thaha Saifuddin Jambi 2020, yang berjudul “*Analisis Pengelolaan Badan Usaha Milik Desa (BUMDES) Desa Teluk Pandan Rambahan Kabupaten Tebo.*”¹⁴ This thesis discusses the management of BUMDes in Teluk Pandan Rambahan Village, Tebo Regency. Previous research explained the general management of BUMDes and sought to find out the reasons for the failure of BUMDes. Meanwhile, the author's research focuses on the contract process carried out by the perspective of sharia economic law. The similarity is only in the business entity under study, namely BUMDes.
5. Komang Sahita Utami, Lulup Endah Tripalupi, Made Ary Meitriana, Economic Education Jurnal, “*Peran Badan Usaha Milik Desa (BUMDES) Dalam Peningkatan Kesejahteraan Anggota Ditinjau Melalui Kewirausahaan.*”¹⁵ In this journal, the authors describe the role of BUMDes in terms of social entrepreneurship and research on the number of rural communities there by providing a questionnaire and then analyzing it descriptively. The similarity of the two research is the object under study, namely BUMDes. While the difference is in the form of problems that focus on the contracts used in the management of BUMDes when conducting collaborations.

¹⁴ Romadhon, “*Analisis Pengelolaan Badan Usaha Milik Desa (BUMDES) Desa Teluk Pandan Rambahan Kabupaten Tebo.*” (Fakultas Ekonomi dan Bisnis Islam Universitas Islam Negeri Sulthan Thaha Saifuddin Jambi, 2020).

¹⁵ Komang Sahita Utami, Lulup Endah Tripalupi, Made Ary Meitriana, “*Peran Badan Usaha Milik Desa (BUMDES) Dalam Peningkatan Kesejahteraan Anggota Ditinjau Melalui Kewirausahaan*”, *Jurnal Pendidikan Ekonomi*, Vol. 11, No.2 (2019).

6. Syamsul Bahri Gayo, Erlina, Rajiman, *Journal of Geographical Communication Media*, “*Peranan Badan Usaha Milik Desa Dalam Meningkatkan Perekonomian Masyarakat Perdesaan*”.¹⁶ This research focuses on community contributions and obstacles in the management of BUMDes so that it will have an impact on the community's economy. The similarity with the author's research is the object under study, namely BUMDes. The difference lies in the study being researched in the form of a contract when establishing a partnership in accordance with sharia economic law or not.
7. Linda Wahyu Meisaroh, “*Penerapan Multiakad Dalam Produk Pembiayaan Multijasa Di Bank Pembiayaan Rakyat Syariah Mitra Harmoni Malang Tinjauan Majelis Ulama Indonesia Kota Malang*.”¹⁷ This study focuses on the multi-agreement used by the People's Financing Bank (BPR) using two contracts between ijarah and wakalah. Then the application of these two contracts is allowed or not by the Indonesian Ulama Council of Malang City. The difference with the author's research lies in the two contracts used.

To clarify the differences in the information obtained from previous researchers, the authors make a table of previous studies, as follows::

¹⁶ Syamsul Bahri Gayo, Erlina, Rajiman, “Peranan Badan Usaha Milik Desa Dalam Meningkatkan Perekonomian Masyarakat Perdesaan” *Jurnal Media Komunikasi Geografi*, Vol. 21, No. 2 (Desember 2020).

¹⁷ Linda Wahyu Meisaroh, “Penerapan Multiakad Dalam Produk Pembiayaan Multijasa Di Bank Pembiayaan Rakyat Syariah Mitra Harmoni Malang Tinjauan Majelis Ulama Indonesia Kota Malang”, (Fakultas Syariah Universitas Maulana Malik Ibrahim Malang, 2017)

Table I
Previous Research

No.	Name	Title	Different
1.	Nofiratullah	<i>“Eksistensi Badan Usaha Milik Desa Dalam Meningkatkan Perekonomian Masyarakat Desa Soki Kecamatan Belo Kabupaten Bima.”</i>	a. Place of observation. b. Elements of research in terms of education and human resources.
2.	Satika Rani	<i>“Peran dan Kontribusi Badan Usaha Milik Desa (BUMDES) Terhadap Kesejahteraan Masyarakat Perspektif Ekonomi Islam (Studi Pada BUMDES Karya Abadi Mulya Sari Kecamatan Candipuri Kabupaten Lampung Selatan).”</i>	a. Place of observation. b. Focus on people's welfare.
3.	Atika Rahmah	<i>“Analisis Hukum Pengelolaan Hutang Pada Badan Usaha Milik Desa (BUMDES) dilihat Dari Perspektif Wahbah Zuhaili (Studi di Desa Bangun Rejo Kecamatan Tanjung Morawa).”</i>	a. Wahbah Zuhaili's perspective. b. focus on the borrowing process yang dilakukan.
4.	Romadhon	<i>“Analisis Pengelolaan Badan Usaha Milik Desa (BUMDES) Desa</i>	a. Place of observation. b. The case studied was the cause of the disbandment of

		<i>Teluk Pandan Rambahan Kabupaten Tebo.</i> ”	BUMDes.
5.	Komang Sahita Utami, Lulup Endah Tripalupi, Made Ary Meitriana.	<i>“Peran Badan Usaha Milik Desa (BUMDES) Dalam Peningkatan Kesejahteraan Anggota Ditinjau Melalui Kewirausahaan.”</i>	a. Place of observation. b. focus on the cause of social welfare.
6.	Syamsul Bahri Gayo, Erlina, Rajiman.	<i>“Peranan Badan Usaha Milik Desa Dalam Meningkatkan Perekonomian Masyarakat Perdesaan”.</i>	a. Place of observation. b. The impact of BUMDes management on the community's economy.
7.	Linda Wahyu Meisaroh.	<i>“Penerapan Multiakad Dalam Produk Pembiayaan Multijasa Di Bank Pembiayaan Rakyat Syariah Mitra Harmoni Malang Tinjauan Majelis Ulama Indonesia Kota Malang.”</i>	a. Place of observation. b. The combination of contracts used.

B. Theoretical Riview

1. Badan Usaha Milik Desa (BUMDes)

a. Definition and Legal Basis of Badan Usaha Milik Desa (BUMDes)

Article 1 point 6 of Law Number 6 of 2014 states that BUMDes is an entity whose capital is wholly or most of the capital owned by the village through direct investment in wealth originating from the village and then separated to manage assets, services and other businesses for the welfare of

the village community.¹⁸ In Government Regulation Number 72 of 2005 concerning villages, Article 78 paragraph (3) states that Village-Owned Enterprises must be legal entities. According to E. Utrecht, a legal entity (*rechtspersoon*) is an entity that according to law has the power to be a supporter of rights.¹⁹ Then, according to Majjers, this legal entity is not only a supporter of rights but also obligations.²⁰ Meanwhile, according to Wirjono Prodjodikoro stated that a legal entity is an entity which besides being an individual human being is also considered to be able to act under the law and which has rights, obligations, and legal relations with other people or other entities.²¹

One form of BUMDes legal entity is PERUMDES (Perusahaan Umum Desa). This total capital comes from the village. The goal is for the public benefit in the form of providing high-quality goods or services while pursuing profits based on the principles of corporate management. In articles 6 and 7 of the Ministerial Regulation Number 39 of 2010 concerning Village-Owned Enterprises. Article 6 suggests that the BUMDes management organization is separate from the village government organization. Then Article 7 states as follows:²²

- a. The BUMDes management organization as regulated in article 6 shall at least consist of advisors or commissioners and operational executives or directors.

¹⁸ Herry Kamaroesid, *Tata Cara Pendirian dan Pengelolaan BUMDES*, (Jakarta: Mitra Wacana Media, 2009), 2.

¹⁹ Chidir Ali, *Badan Hukum*, (Bandung: Alumni, 2005), 14.

²⁰ Chidir Ali, *Badan Hukum*, 14.

²¹ Wirjono Prodjodikoro, *Azas-Azas Hukum Perdata*, (Bandung: Sumur Bandung, 1987), 23.

²² Peraturan Menteri Nomor 39 Tahun 2010 tentang Badan Usaha Milik Desa.

- b. This advisor or commissioner is held by the Village Head.
- c. These operational executives or directors consist of directors or managers and heads of business units.

The capital obtained by PERUMDES comes from four (4) sources of income, including:²³

- 1) Initial capital is obtained from village assets that have been separated from the APBDes.
- 2) Capital can be obtained from the assistance of the Regency and Provincial Governments or other legal and non-binding sources and in accordance with the legislation.
- 3) Capital can be obtained from debt through banking financial institutions on behalf of the Village Government which has been regulated in village regulations.
- 4) Capital can be obtained from other parties' equity participation or profit sharing cooperation.

The types of activities that can be established by PERUMDES based on articles 12 and 13 of Ministerial Regulation Number 39 of 2010 can be in the form of services, distribution of nine basic commodities, trade in agricultural products, and small household industries. In an organization, good cooperation must be needed to get maximum results. This can be done if each member has an open and understanding nature so that they can go through several stages without any obstacles, such as the cooperation

²³ Abdul Rahman Suleman dkk, *BUMDES Menuju Optimalisasi Ekonomi Desa*, (Medan: Yayasan Kita Menulis, 2020), 12.

contract stage, the program preparation stage, the implementation stage, the evaluation stage, and the report stage.²⁴ In Article 1621 of the Civil Code, it is stated that in a civil partnership it is not allowed if the income ratio in whole or in part is not detailed. Because it will result in not being able to share profits fairly. In addition, Article 1619 states that a partnership business must be a lawful business and made for the mutual benefit of the parties. So, the type of business that is done should be allowed in Islam. Because there are several factors supporting and inhibiting cooperation, including:

a. Cooperation Inhibiting Factors

In one group, not everyone can be invited to cooperate, due to the personal identification of team members where there is a fear that someone will not be suitable for the team so that it will affect trust between others. In addition, the relationship between team members takes a long time for them to get to know each other more closely.

b. Cooperation Supporting Factors

The method used to support cooperation is the interdependence of resources, task execution, and information. In addition, the way to do this is to avoid individualism so that it can handle existing conflicts and achieve a common mission.

From the explanation above, it is necessary to have a cooperative principle that is oriented towards good goals, pays attention to common interests, and has the principle of mutual benefit. The purpose of

²⁴ Abuddin Nata, *Ilmu Pendidikan Islam*, (Jakarta: Prenada Media Group 2007), 279-288.

establishing BUMDes is to accommodate all community activities that are related in the economic field whose management requires cooperation by the village. Regulation of the Minister of Development of Disadvantaged Regions and Transmigration of the Republic of Indonesia Number 4 of 2015 concerning the establishment, management, management, and dissolution of Badan Usaha Milik Desa. In CHAPTER II Article 3, it provides an explanation of some of the objectives of establishing BUMDes, including:²⁵

- 1) Can optimize the village through its assets by making the best use of it for the welfare of the community.
- 2) Provide support to businesses run by the community in managing businesses that are being developed or by helping obstacles such as lack of capital.
- 3) Develop a cooperation plan that will be carried out in the future between villages or third parties.
- 4) Expanding market networks and opportunities that support people's daily needs.
- 5) BUMDes are endeavored to be able to open up job opportunities for people who are looking for work to be empowered so that village residents become more prosperous.
- 6) Improving public services, equity, and village economic growth with the aim of improving community welfare.

²⁵ Peraturan Menteri Pembangunan Daerah Tertinggal, dan Transmigrasi Republik Indonesia Nomor 4 Tahun 2015 tentang Pendirian, Pengurusan, Pengelolaan, dan Pembubaran Badan Usaha Milik Desa.

- 7) Increase the village's original income and the income of the village community as in point 6 that the more jobs there are, the more the results will also be more than the village community's income and the village's original income will be divided through a profit-sharing system.

From the above objectives, it can be seen that the establishment of BUMDes to develop community businesses has increased more than before by giving positive directions in business development. Because, the results also have an impact on the village as well as the community in it as well. A good village if the people in it live prosperously.

b. Principles of Management of Badan Usaha Milik Desa (BUMDes)

Management is the process or method used by a person in carrying out certain activities by using the power of other people to help formulate policies and organizational goals by overseeing everything involved in implementing policies and achieving goals.²⁶ Suharsimi Arikunta argues that management is an action that starts from compiling data, planning, organizing, implementing, to monitoring and evaluating. Then the management produces something as a source of refinement and improvement of further management.²⁷ Meanwhile, according to Mary Parker Follet, management is an art or process to complete something

²⁶ Daryanto, *kamus Indonesia Lengkap*, (Surabaya: Apollo, 1997), 348.

²⁷ Suharsimi Arikunta, *Pengelolaan Kelas dan Siswa*, (Jakarta: CV Rajawali, 1988), 8.

related to the achievement of goals. The settlement can be done in three (3) ways, namely:²⁸

- a. The use of organizational resources (Human Resources and other factors of production).
- b. The gradual process starts from planning, organizing, directing, implementing, to controlling and supervising.
- c. There is an art in getting the job done.

In the book on the basics of management, the term management contains three meanings, namely management as a process, management as a collection of people who are carrying out management activities, and management as the art of a science. So, in conclusion management or management is an activity that begins with planning, organizing, monitoring, and evaluating to achieve predetermined goals so that it runs effectively and efficiently. In managing the business run by BUMDes, there are 6 (six) principles that must be understood and implemented by the people concerned in managing BUMDes, namely:²⁹

- a. Cooperative, namely the existence of good cooperation between the parties involved in the development of BUMDes for the smooth running of the initiated business.
- b. Participatory, namely the existence of support and cohesiveness between all parties who contribute in order to encourage the progress of

²⁸ Emi Tsinawati Sule dkk, *Pengantar Manajemen*, (Jakarta: Kencana Perdana Media Group, 2009), 6.

²⁹ Deppen PKDSP, *Buku Panduan BUMDes*, (Jakarta: PP-RPDN, 2007), 13.

BUMDes business. If one of the parties is not compact then the work cannot run smoothly.

- c. Emancipatory, namely giving equal treatment or not discriminating both in terms of group, ethnicity, and religion.
- d. Transparent, namely all activities that are being carried out or problems that occur must be known by all parties openly. So, there are no secrets from each other in running a business, this also avoids cheating from parties who have bad intentions.
- e. Accountable, namely having full responsibility for what has been done both technically and administratively.
- f. Sustainable, that is, whatever type of business is being run, the community must be able to develop it in the BUMDes container.

From the principles above, it can be seen the characteristics of BUMDes, namely:³⁰

- 1) Form a legal entity.
- 2) Businesses carried out in the economic sector, both services, manufacturing, or trade.
- 3) The activities in it are carried out by the village community itself.
- 4) Capital has a ratio of 51% of the participation of the village government and 49% of the village community.
- 5) Provide services to the community.
- 6) Become a source of village income.

³⁰ Deppenes PKDSP, *Buku Panduan BUMDes*, 7.

2. Qardh

a. Definition and Qardh Legal Basis

The word mudhorobah comes from the Arabic language, namely *قرض* (Qardh)

(الإقراض) – which means debt or borrowing. Qardh is also called *Al-Qath'u*

which means cutting. A property given to a debtor and will be returned when he is able. It can also be called the transfer of property rights to assets.³¹ The definition of qardh according to several scholars, including:³²

1) According to the Madzhab Hanafi

الْقَرْضُ هُوَ مَا تُعْطِيهِ مِنْ مَالٍ مِثْلِي لِتَتَقَاضَاهُ، أَوْ بِعِبَارَةٍ أُخْرَى هُوَ عَقْدٌ مَخْصُوصٌ يَرُدُّ

عَلَى دَفْعِ مَالٍ مِثْلِي لِأَخْرَ لِيَرُدَّ مِثْلَهُ

“Qardh is property that is given to other people from the mal mitsli to be returned later. Or another opinion is a special contract to hand over the property to another person and it will be returned with the same thing for what he received.”

The meaning is when someone who has something and it is given to someone else will then be returned after that person has the property to be given.

2) According to the Maliki school of thought, qardh is the payment of something of value with the same or equal payment.³³

³¹ Wahbah Zuhaili, *Al-Fiqhu Al Islam wa Adillatuhu*, (Jakarta: PT BMI, 1999), 11.

³² Ahmad Wardi Muslich, *Fiqh Muamalat*, (Jakarta: Amzah, 2010), 273-274.

³³ Aji Prasetyo, *Akuntansi Keuangan Syariah*, (Yogyakarta: Anggota IKAPI, 2019), 243.

3) According to the Madzhab Syafi'i

الْقَرْضُ يُطْلَقُ شَرْعًا بِمَعْنَى الشَّيْءِ الْمَقْرُضِ

"Something that is given to someone that must be returned one day."

What this means is when you transfer ownership of something to someone with the intention of getting it back.

4) According to the Madzhab Hanbali

الْقَرْضُ دَفْعُ مَالٍ لِمَنْ يَنْتَفِعُ بِهِ وَيُرَدُّ بِدَلَّةٍ

"Qardh is to give wealth to people who take benefit and then return something in return."

The point is to provide benefits to someone for the money that has been given and will return it commensurately.

5) According to the Sayid Sabiq

الْقَرْضُ هُوَ الْمَالُ الَّذِي يُعْطِيهِ الْمُقْرِضُ لِلْمُقْتَرِضِ لِيُرَدَّ مِثْلَهُ إِلَيْهِ عِنْدَ قُدْرَتِهِ عَلَيْهِ

"Qardh is the giving of property to the recipient of a debt (muqtaridh) and it will be returned to the debtor (muqrid) after he is able to pay it and will be returned as what he received.."

So, from the above understanding it can be concluded that qardh is the gift of wealth given to others when they are in need and then take advantage of it. After he is able, it will be returned according to what was given at the beginning without any addition. The legal basis that explains qardh includes:

a) QS. al-Hadid: 11

مَنْ ذَا الَّذِي يُقْرِضُ اللَّهَ قَرْضًا حَسَنًا فَيُضِعَّهُ لَهُ وَلَهُ أَجْرٌ كَرِيمٌ

“Whoever lends to Allah with a good debt, Allah will return it double for him, and for him a noble reward.”³⁴

b) QS. an-Naml: 89.

مَنْ جَاءَ بِالْحَسَنَةِ فَلَهُ خَيْرٌ مِنْهَا وَهُمْ مِّنْ فَزَعٍ يَوْمَئِذٍ يُؤْمَدُونَ

“Whoever brings good, then he will get a better (reward) than it, while they feel safe from the (terrible) shock on that day.”³⁵

c) HR. Ibnu Majah No 2420

حَدَّثَنَا مُحَمَّدُ بْنُ يَحْيَى وَيَحْيَى بْنُ حَكِيمٍ قَالَا حَدَّثَنَا عُثْمَانُ بْنُ عُمَرَ أَنبَأَنَا يُونُسُ بْنُ يَزِيدَ عَنْ

الرُّهْرِيِّ عَنْ عَبْدِ اللَّهِ بْنِ كَعْبٍ بْنِ مَالِكٍ عَنْ أَبِيهِ أَنَّهُ تَقَاضَى ابْنُ أَبِي حَدَرَةَ دَيْنًا لَهُ عَلَيْهِ فِي

الْمَسْجِدِ حَتَّى ارْتَفَعَتْ أَصْوَاتُهُمَا حَتَّى سَمِعَهُمَا رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ وَهُوَ فِي بَيْتِهِ

فَخَرَجَ إِلَيْهِمَا فَنَادَى كَعْبًا فَقَالَ لَبَيْكَ يَا رَسُولَ اللَّهِ قَالَ دَعِ مِنْ دَيْنِكَ هَذَا وَأَوْمَأَ يَدِهِ إِلَى

الشَّطْرِ فَقَالَ قَدْ فَعَلْتُ قَالَ قُمْ فَاقْضِهِ

“Has told us [Muhammad bin Yahya] and [Yahya bin Hakim] both said; has told us [Uthman bin Umar] said, has told us [Yunus bin Yazid] from [Az Zuhri] from [Abdullah bin Ka'b bin Malik] from [his father] That he once owed a debt to Ibn Abu

³⁴ QS. al-Hadid (57): 11.

³⁵ QS an-Naml (27): 89.

Hadrat in the mosque , their voices were so loud that the Messenger of Allah (peace and blessings of Allah be upon him) heard them from inside the house. He then came out and called Ka'b, Ka'b then replied, "I fulfill your call, O Messenger of Allah!" He said: "Let go of your debts." He then gestured with his hand for Ka'b to release half of his debt. He said, "I did." He said: "Stand up and judge.""³⁶

d) HR. Ibnu Majah No 2421

حَدَّثَنَا مُحَمَّدُ بْنُ خَلْفٍ الْعَسْقَلَانِيُّ حَدَّثَنَا يَعْلَى حَدَّثَنَا سُلَيْمَانُ بْنُ يَسِيرٍ عَنْ قَيْسِ بْنِ رُومِيٍّ قَالَ كَانَ سُلَيْمَانُ بْنُ أُذُنَانَ يُقْرِضُ عَلْقَمَةَ أَلْفَ دِرْهَمٍ إِلَى عَطَائِهِ فَلَمَّا حَرَجَ عَطَاؤُهُ تَقَاضَاهَا مِنْهُ وَاشْتَدَّ عَلَيْهِ فَقَضَاهُ فَكَأَنَّ عَلْقَمَةَ غَضِبَ فَمَكَثَ أَشْهُرًا ثُمَّ أَنَاهُ فَقَالَ أَقْرِضْنِي أَلْفَ دِرْهَمٍ إِلَى عَطَائِي قَالَ نَعَمْ وَكَرَامَةً يَا أُمَّ عَتْبَةَ هَلُمِّي تِلْكَ الْحَرِيطَةَ الْمُحْتَمِومَةَ الَّتِي عِنْدَكَ فَجَاءَتْ بِهَا فَقَالَ أَمَا وَاللَّهِ إِنَّهَا لَدَرَاهِمُكَ الَّتِي قَضَيْتَنِي مَا حَرَكْتُ مِنْهَا دِرْهَمًا وَاحِدًا قَالَ فَلِلَّهِ أَبُوكَ مَا حَمَلَكَ عَلَيَّ مَا فَعَلْتَ بِي قَالَ مَا سَمِعْتُ مِنْكَ قَالَ مَا سَمِعْتُ مِنِّي قَالَ سَمِعْتُكَ تَذَكُّرٌ عَنِ ابْنِ مَسْعُودٍ أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ مَا مِنْ مُسْلِمٍ يُقْرِضُ مُسْلِمًا قَرْضًا مَرَّتَيْنِ إِلَّا كَانَ كَصَدَقَتِهَا مَرَّةً قَالَ كَذَلِكَ أَنْبَأَنِي ابْنُ مَسْعُودٍ

“Has told us [Muhammad bin Khalaf Al Asqalani] said, has told us [Ya'la] said, has told us [Sulaiman bin Yasir] from [Qais bin Rumi] he said, "Sulaiman bin Udzanun lent Alqamah a thousand dirhams until the appointed time, when the allotted time ran out, Solomon asked and insisted that he pay it off, Alqamah paid it off. But it was as if [Alqamah] was angry that he kept silent for several months. Then Alqamah came back to him and said, " Lend me a

³⁶ Muslim Explorer, *Islamic Software for Al-Quran and Hadits Studies*, (Ibnu Majah No. 2420, Kitab al-Ahkam).

thousand dirhams until the time limit that you gave me first." Solomon replied, "Okay, and with respect, O Umm Utbah, give me your closed bag." He also came with the bag, then Solomon said, " By Allah, indeed it is your dirhams that you have paid me, I have not changed the dirhams in the slightest." Alqamah said, "By Allah, what prompted you to do this to me?" He replied, "Because of something I heard from you." He asked, "What did you hear from me?" He replied, "I heard you mention from [Ibn Mas'ud] saying, "Indeed the Prophet sallallaahu 'alaihi wa sallam 'Alaihi wasallam said: "It is not for a Muslim to give debt to another person twice, except as his first charity." He said, "That is what Ibn Mas'ud also reported to me..""³⁷

From the legal basis above, it can be seen that providing assistance to others is highly recommended. Especially when conditions are urgent, this will help to carry out the needs of people who are in need. The greater the help given and sincere because of Allah swt, the greater the reward.

b. Pillars and Qardh Terms

Pillars are something that must exist or be fulfilled when the qardh contract takes place. If one of them is not present then the contract can be said to be void. The following are the pillars of qardh according to the majority of scholars, namely:³⁸

1. People who own goods or give debt (Muqridh)
2. People who have debts (Muqtaridh)
3. Objects owed (Muqtaradh)
4. Ijab Qabul (Sighat)

The terms contained in the qardh contract are:³⁹

³⁷ Muslim Explorer, (Ibnu Majah No. 2421, Kitab al-Ahkam).

³⁸ Fashiha, "Akad Qardh Dalam Lembaga Keuangan Syariah", *Al-Amwal*, Vol. 3, No. 1 (Maret 2019), 27.

³⁹ Fashiha, "Akad Qardh Dalam Lembaga Keuangan Syariah", *Al-Amwal*, Vol. 3, No. 1 (Maret 2019), 28.

- 1) The terms for people who act in debt, whether giving or receiving debt, are that they are Muslim, mature, intelligent, capable of law, and not under legal protection. Both of them do this voluntarily without any coercion or pressure from outsiders.
- 2) The terms of the qardh object are goods or something that is useful or can be transacted. The amount or value of the goods can be known to make it easier to return the goods, because the amount or value of goods that must be the same does not harm others.
- 3) The terms of shighat is that both parties have agreed. The agreed qardh does not cause profit for the muqridh and there are no conditions that will burden the muqtaradh.

c. Qardh Law

The law of qardh has several differences of opinion according to madzhab, such as according to Abu Hanifah and Muhammad, qardh is only binding when goods or money have been received. If someone borrows money and the money has been received, then the money belongs to him. So, the person is obliged to return the same amount of money, but not the money he received. According to Malikiyah, the law of qardh is the same as *hibah*, *'ariyah*, and *shadaqah*. When the contract has been completed, the law is binding even though the goods have not been in the hands of the muqtaridh. Borrowed goods may be returned by muqtaridh by returning the equation of the goods borrowed, or may return the same as the type of

goods, both *mitsli* or *ghoir mitsli* goods if the goods have not changed (no addition and no less).⁴⁰

In the opinion of Syafi'iyah, qardh becomes legal ownership when the goods have been received. Muqtaridh must return the same item if the item is mal mitsli. If the goods are *mal qimi*, then return them with goods whose value is the same as the goods borrowed. As the hadith of Abu Rafi', where the Prophet Muhammad SAW owed a virgin camel and then replaced it with a camel that was six to seven years old. After that, the Prophet Muhammad SAW said: Verily the best among you is the one who is best at paying debts. (HR. Jama'ah except Al-Bukhori)

According to Hanabilah, qardh can also bind when the goods have been received. In goods that are measured (*makilat*) and weighed (*mauzunat*), according to the fuqaha', are returned with the same goods. While the goods that are not measured and weighed there are two opinions. The first opinion, the goods are returned at the price prevailing at the time of debt. The second opinion, returned with the same goods from the properties of the goods owed.⁴¹

d. Qardh Characteristics

The following are justified qardh characteristics:⁴²

1. After the handover, the money or goods owed become the property of the person who is in debt and has a debt for the debt.

⁴⁰ Ahmad Wardi Muslich, *Fiqh Muamalat*, 280.

⁴¹ Ahmad Wardi Muslich, *Fiqh Muamalat*, 281.

⁴² Aji Prasetyo, *Akuntansi Keuangan Syariah*, 248.

2. Most of the qardh have a certain time limit, but it would be better if there was a payment due to make it easier for the debtor.
3. Most of the qardh have a certain time limit, but it would be better if there was a payment due to make it easier for the debtor.
4. If the item borrowed is still intact, it can be returned to its original state. Meanwhile, if the goods have run out or have changed, they will be replaced with the same or the price of the object owed.
5. There are no terms determined by the muqridh to obtain unilateral benefits, because this is included in riba.

e. Debt Payments

The correct way to pay debts is as follows:⁴³

1. Payment of debt with goods that are not the same type
 Umar ra, said: "If the dirham is the same price or value as the borrowed dinar, then pay it." From the narration of Umar, it shows the permissibility of paying debts with items that are not the same type but must be of the same value
2. Terms of the person who owes the debt
 The person who owes the debt may not give conditions that the benefits will be enjoyed by himself. This gives rise to additional riba and not halal required in Islam.
3. Terms of the person who owes the debt

⁴³ Muhammad Rawwas Qal'ahji, *Ensiklopedi Fiqh Umar bin Khattab ra*, (Jakarta: PT Raja Grafindo Persada, 1999), 59.

The person who owes the debt may not give conditions that the benefits will be enjoyed by himself. This gives rise to additional riba and not halal required in Islam.

4. The best payment

If the debtor is not given additional conditions in the payment of the debt, then the person who is in debt gives more value with his own sincerity, then the person who owes the debt may take it. The overpayment as a thank you then, this is the best payment. It has been narrated from Ibn Sirin that Ubay bin Ka'ab borrowed from Umar ra. Ten thousand. Then he gave Umar the best fruits in Medina, but Umar returned it to Ubay. Then Ubay assured him "there is no prohibition on my gift". Finally Umar received the gift from Ubay.

3. Mudhorobah

a. Definition and Mudhorobah Legal Basis

The word mudhorobah comes from the Arabic language, namely (الضرب) which means traveling or walking. In addition to al-dharb, it is also called qiradh which means a cut because the owner will cut off part of his property to trade and get a profit. So, in mudhorobah language is walking, traveling, and cutting. In terms, mudhorobah according to the scholars, including:⁴⁴

1. According to the Hanafiyah

عُقْدٌ عَلَى الشَّرْكَةِ فِي الرِّبْحِ بِمَالٍ مِنْ أَحَدِ الْجَانِبَيْنِ وَعَمَلٍ مِنَ الْآخَرَ

⁴⁴ Hendi Suhendi, *Fiqh Muamalah*, (Jakarta: PT Raja Grafindo Persada, 2007), 135-137.

“Syirkah contract in profit, one party is the owner of the property and the other party is the owner of the service.”

The purpose of the Hanafiyah scholars is to see the intent of two people who are in agreement and associate in profit, because the property is handed over to another party who will manage the property.

2. According to the Syafi'iyah

عَقْدٌ يَفْتَضِي أَنْ يَدْفَعَ شَخْصٌ لِأَخْرَ مَالاً لِيَتَّجَرَ فِيهِ

“A contract that determines a person to hand over his property to a certain person for ditijarikan.”

The meaning of the scholars of 'Shafi'iyah is a property that is given to other people to be managed by an agreed contract.

3. According to the Syaikh Syihab al-Din al-Qalyubi

أَنْ يَدْفَعَ إِلَى شَخْصٍ مَالاً لِيَتَّجَرَ فِيهِ وَالرَّبْحُ مُشْتَرَكٌ

“A person who gives wealth to others for mutual benefit and profit.”

The purpose of Shaykh Shihab al-Din al-Qalyubi is the management of an asset from a financier with the aim of gaining mutual benefit.

From the above definition it can be concluded that mudhorobah is a collaboration between two or more people where one party provides capital assets to the other party as the manager and the profits will be shared fairly. The scholars agree that the law of mudhorobah is permissible, as in the word of Allah in Surah al-Muzzammil which reads:

وَأَحْرُؤُونَ يَضْرِبُونَ فِي الْأَرْضِ يَبْتَغُونَ مِنْ فَضْلِ اللَّهِ

“And those who walk on the earth seek some of Allah's bounty.”⁴⁵

عَنْ صَالِحِ بْنِ صُهِيبٍ عَنْ أَبِيهِ قَالَ قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ ثَلَاثٌ فِيهِنَّ الْبَرَكَهُ

الْبَيْعُ إِلَى أَجَلٍ وَالْمُقَارَضَةُ وَأَخْلَاطُ الْبُرِّ بِالشَّعِيرِ لِلْبَيْتِ لَا لِلْبَيْعِ

“From Salih bin Shuhaib from his father he said, The Prophet sallallaahu 'alaihi wasallam said: Three things in which there is barakah; buying and selling that gives tempo, borrowing, and mixing wheat with barley for consumption by householders, not for sale.” (HR. Ibnu Majah from Shuhaib).⁴⁶

عَنِ الْعَلَاءِ بْنِ عَبْدِ الرَّحْمَنِ عَنْ أَبِيهِ عَنْ جَدِّهِ: أَنَّ عُثْمَانَ بْنَ عَفَّانَ أَعْطَاهُ مَالاً قِرَاضًا يَعْمَلُ

فِيهِ عَلَى أَنَّ الرِّبْحَ بَيْنَهُمَا

“From 'Ala' bin Abdurrahman from his father from his grandfather that Uthman bin Affan gave him property by means of qiradh which he managed, provided that the profits were divided between the two of them.” (HR. Imam Malik).⁴⁷

⁴⁵ QS. al-Muzzammil (73): 20.

⁴⁶ Muslim Explorer, (Ibnu Majah No. 2280, Kitab at-Tijarah).

⁴⁷ Ahmad Wardi Muslich, *Fiqh Muamalat*, 368.

b. Pillar and Mudhorobah Terms

According to some scholars, there are differences of opinion regarding the pillars of mudhorobah. According to the Hanafi and Hanbali madzhabs, the pillars of mudhorobah are only for ijab and qabul. As long as there is a qabul contract, it is valid. It is different from the opinion of the Shafi'i school that the pillars of mudhorobah are not only ijab and qabul but also there are two parties, profit, capital, and cooperation. The majority of scholars say the pillars and terms for mudhorobah are as follows:⁴⁸

1. There are people who cooperate (al-'Aqidain)

The mudhorobah actors consist of at least two people. The first actor is the owner of capital (shahibul mal) and the second actor is the executor of the business ('amil or mudhorib). If only one party can not be called mudhorobah. The parties must meet the following criteria

- a) Legal competence in taking action, meaning that the owner of capital must have the capacity to become an investor and business actors must be able to become managers.
- b) Has the authority to give power of attorney or receive power of attorney when transferring capital from the party providing capital to the manager.
- c) Both of them carry out mudhorobah cooperation without any coercion from any party. In addition, it is also trustworthy in carrying out work

2. There is a business or work (al-'Aml)

⁴⁸ Mahmudatus Sa'diyah, "Mudhorobah Dalam Fiqh dan Perbankan Syariah", *Equilibrium*, Vol. 1, No. 2, (Desember 2013), 309-312.

According to Imam Shafi'i and Imam Maliki, the type of business being carried out is a trading business. They reject industrial business on the grounds that industrial business is included in a rental contract (ijarah) where all losses and profits are borne by the owner of the capital while the employees have a fixed salary. However, it is different from the opinion of Abu Hanifah who rejects trading business, meaning that he agrees with any business other than trading business. The financiers can give their capital to workers to buy raw materials to make a product to sell. In this modern era, the meaning of trade is very broad. All economic work that involves making or buying a product and selling it or turning it into a profitable product is the meaning of buying and selling trade. So this also includes trading. Therefore, all economic activities contain elements of trade. So, mudhorobah can be done by choosing any type of business as long as it is not detrimental and in accordance with sharia so that it is also halal. The financier of capital may not set limits in running the business, while the manager may not go beyond the limits of the mudhorobah contract and run his business in accordance with sharia provisions.

3. Capital

The capital must be in the form of cash so that the amount is clearly known by the parties at the time of the mudhorobah contract. The capital is handed over to the manager directly, not gradually

4. Ijab qabul

There is the agreement of the parties to bind themselves in the mudhorobah contract. The intentions of both parties are fulfilled where the

financier agrees with his role to provide funds while the manager agrees to contribute labor.

5. Nisbah (profit)

Profit is the reward that both parties are entitled to receive. The profit should be clear, like half, third or quarter of the profit.

c. End of Mudhorobah

As for the reasons for the end of mudhorobah, including:⁴⁹

1. The parties declare the contract void
2. One of the parties dies. According to the majority of scholars, mudhorobah contracts cannot be inherited. However, if you want to be replaced by the heirs, you must make a new contract.
3. One of the parties is incompetent, like crazy.
4. There are apostates (out of Islam).
5. The capital runs out before being managed by workers.

4. Multi Contracts

a. Definition of Multi Contracts

In Indonesian, multi contracts means more than one contract or multi contracts. In general, multi contracts are known as hybrid contracts. In fiqh, multi contracts are called *al-'uqud al-murakkabah*. *Al-'uqud* is the plural of the word *al-'uqd*. Akad comes from Arabic, namely عقد which means

⁴⁹ Mahmudatus Sa'diyah, "Mudhorobah Dalam Fiqh dan Perbankan Syariah", *Equilibrium*, Vol. 1, No. 2, (Desember 2013), 313.

binding, connection, and agreement. While in terms according to some scholars, namely:⁵⁰

1) According to the Madzhab Syafi'i, Maliki, and Hanbali

Contract is someone who does everything with the intention to do it either because of one will, such as waqf, divorce, oath, or caused by two people, such as buying and selling, pawning, and leasing.

2) According to the Madzab Hanafi

Contract is a bond between *ijab* and *qabul* in accordance with *syara* 'then it will have legal consequences on the object used.

3) According to the Wahbah az-Zuhaili

Contract is an agreement between two people that gives rise to legal consequences, both obligations, transfers, transfers, and cancellations.

4) Menurut Hasbi As-Siddieqy

Contract is an agreement that occurs after the implementation of the *qabul* agreement on the willingness of both parties which has been justified by *syara*'.⁵¹

Linguistically, *al-murakkabah* comes from the word (ركب - يركب -) (تركيبا means to collect or collect. According to al-Imrani, the term *murakkab* is:⁵²

⁵⁰ Wahbah Zuhaili, *Al-Fiqhu Al-Islam wa Adillatuhu*, (Jakarta: PT BMI, 1999), 80-82.

⁵¹ Hasbi As-Siddieqy, *Pengantar Fiqh Muamalat*, (Semarang: Pustaka Rizki, 2001), 26.

⁵² Muhammad bin Abdullah al-Imrani, *al-'Uqud al-Maliyah al-Murakkabah: Dirasah Fiqhiyyah Ta'siliyyah Wa Tathbiqiyah*, (Riyadh: Dar Kunuz Eshbelia, 2006), 46.

مَجْمُوعُ الْعُقُودِ الْمَالِيَةِ الْمُتَعَدِّدَةِ الَّتِي يَشْتَمِلُ عَلَيْهَا الْعَقْدُ عَلَى سَبِيلِ الْجَمْعِ أَوْ التَّقَابُلِ بِحَيْثُ

تُعْتَبَرُ جَمِيعُ الْحُقُوقِ وَالْإِلْتِزَامَاتِ الْمُرْتَبِئَةِ عَلَيْهَا بِمِثَابَةِ إِثَارِ الْعَقْدِ الْوَاحِدِ

“The collection of several material contracts contained in a contract, both jointly and reciprocally, so that all rights and obligations arising are viewed as legal consequences of a contract.”

The word al-murakkabah has a similar meaning to several other words, including:⁵³

a) Al-Ijtima' (collected or collected)

The difference between *al-'uqud al-murakkabah* and *al-'uqud mujtami'ah* is the fusion of contracts. In murakkabah, the contract will merge into one contract and have the same legal consequences. Whereas in al-ijtima', the contract can be merged into one or stand alone

b) Al-Ta'addud (number and increase)

In a ta'adud contract, there are additional terms, prices, actors, objects, contracts, or the like. So al-murakkab and ta'adud have different goals. Consequences in murakkab only one while ta'adud has consequences that count

c) Al-Tikrar (repeated)

⁵³ Muhammad bin Abdullah al-Imrani, *al-'Uqud al-Maliyah al-Murakkabah: Dirasah Fiqhiyyah Ta'siliyyah Wa Tathbiqiyah*, 47-53.

In al-tikrar there is only one contract that has been used and will then be used again when performing several transactions. However, al-murakkab has a different contract in several transactions

d) Al-Tadakhul (enter)

Al-Tadakhul in fiqh, something that is collected in two provisions of syara' law and it is enough to carry out one of the selected legal provisions, but all of the legal consequences can be achieved. This collection can be done with one contract only without another contract. Meanwhile, the murakkab of two or more contracts can be separated from one another. Then the two are merged into one transaction and have the same legal consequences.

e) Al-Ikhtilat (collected, merged)

Al-Ikhtilat has the same meaning, which distinguishes the depth of meaning. The word murakkab is more specific to be used in multi contracts than al-ihtilat which has many meanings.

So, multi contract is several contracts that combine into one contract, where the rights and obligations carried out will cause one legal consequence from one contract.

b. Pillar and Multi Contracts Terms

The pillars and terms of a multi contracts are the same as the pillars of a contract, namely:⁵⁴

⁵⁴ Samsul Anwar, *Hukum Perjanjian Syariah Studi Tentang Teori Akad Dalam Fikih Muamalah*, (Jakarta: Rajawali Pers, 2007), 96.

1. Aqid (people who have a contract). Aqid must be Islamic, baligh, reasonable, competent in law, and not under guardianship. The person who has this contract certainly has the right or obligation in the course of the contract.
2. Ma'qud 'alaih (objects that are contracted). Objects that are used as objects in the contract such as objects sold in buying and selling, pawning, or hibahs as long as they contain benefits.
3. Maudu al-'aqd (the purpose of the contract) each contract has a different purpose. Like a sale and purchase contract, the goal is to transfer the goods from the seller to the buyer and then replace them. The purpose of the hibah is to transfer ownership rights to someone else without a substitute, and so on. The purpose of the contract takes place in accordance with the agreement justified by syara'.
4. Sighat al-'Aqd (ijab qabul). Statements from both parties regarding the agreement to be executed. Sighat can be done verbally, in writing, gestures, or actions that have become a habit in the ijab qabul.

c. Various Kinds of Multi Contract

1. Dependent Contract or Terms Contract (*al-'uqud al-mutaqabilah*), namely multi contracts where the second contract responds to the first contract. Whether the first contract runs or not depends on the perfection of the second contract with a reciprocal process. So, the two contracts depend on each other, such as the tabarru' contract and the

tabarru' contract, the exchange contract and the exchange contract, the exchange contract and the tabarru contract.⁵⁵

2. Collected Contract (*al-'uqud al-mujtami'ah*), namely two contracts that are merged into one contract. This can happen if two contracts have different legal consequences, in one contract there are two objects with one price, two objects with two prices, or two contracts in one contract with different laws on one object either at the same time or at different times by giving one contract. reward. For example, "I am selling this motorbike and I will rent another motorbike to you for two months for one million rupiah."⁵⁶
3. Contradictory Contracts (*al-'uqud al-mutanaqidah wa al-mutadadah wa al-mutanafiyah*), namely contracts that have their respective meanings. Mutanaqidah means the opposite of the first argument and the second argument. the meaning of mutanaqidah is:
 - a. Two things that contradict each other, if there is a presence then one demands the absence of the other and vice versa. Like, between submitting and withdrawing
 - b. Two things that cannot unite together or separate at the same time. Like the presence and absence of a person. If there is absence, then there is no presence, but if there is a presence there is no presence.
 - c. Two things that contradict each other.

⁵⁵ M. Yunus, "Hybrid Contract (Multi Akad) Dan Implementasinya Di Perbankan Syariah" *Jurnal Peradaban dan Hukum Islam*, Vol. 2, No. 1, (Maret 2019), 94.

⁵⁶ M. Yunus, "Hybrid Contract (Multi Akad) Dan Implementasinya Di Perbankan Syariah" *Jurnal Peradaban dan Hukum Islam*, Vol. 2, No. 1, (Maret 2019), 95.

Mutadadah are two things that cannot happen at the same time, like day and night. In terms, *mutadadah* is:

- 1) Two things that cannot be combined at the same time and maybe both can be lost even though there are differences in their nature. For example black and white.
- 2) Two things that have the nature of replacing each other on an object that is impossible to put together, for example black and white.
- 3) Under certain conditions, mutual acceptance and denial in general. For example, black and white.

Mutanafiyah literally means to deny. Meanwhile, in terms, *mutanafiyah* is:

- a. Two things that are impossible to unite at the same time on one object. Like black and white.
- b. One object that has a different state. Like moving and still.
- c. Two things that are impossible to meet in one object, one place, and one time. For example, there is and is not impossible to unite in one place, time and object.

According to scholars, the type of multi contract *al-mutanaqidah wa al-mutadadah wa al-mutanafiyah*, namely:

- 1) Every two contradicting contracts cannot be combined in one contract, because one thing with one name is not suitable for the opposite thing.

- 2) Two mutually negating causes will lead to the same result.
 - 3) Two contradictory contracts should not be combined because in practice and the legal consequences will be opposite.
 - 4) The collection of buying and selling contracts and sarf is haraam. The Maliki Madhhab is of the opinion that the contract is null and void. The reason is that the two laws deny each other. In buying and selling, it is permissible to delay and khiyar. While in sarf it is not allowed.
 - 5) Between buying and selling with ijarah, and buying and selling with sarf in return (iwad). The first opinion is that both contracts are void because the laws are contradictory and there is no priority over the other contracts because both contracts are invalid. The second opinion is that the contract is valid if both contracts have rewards at the price of each contract object.⁵⁷
4. Different Contracts (*al-'uqud al-mukhtalifah*), namely two contracts that have different legal consequences into one. For example, the difference in legal consequences between leasing and buying and selling. In buying and selling there is no time provision, while there is a lease. Another example, between the ijarah contract and greeting. The salam price must be submitted at the time of the contract, while the rental price does not have to be submitted in the contract.⁵⁸

⁵⁷ M. Yunus, "Hybrid Contract (Multi Akad) Dan Implementasinya Di Perbankan Syariah" *Jurnal Peradaban dan Hukum Islam*, Vol. 2, No. 1, (Maret 2019), 95-98.

⁵⁸ M. Yunus, "Hybrid Contract (Multi Akad) Dan Implementasinya Di Perbankan Syariah" *Jurnal Peradaban dan Hukum Islam*, Vol. 2, No. 1, (Maret 2019), 96.

5. Similar Contracts (*al-'uqud al-mutajanisah*), namely multi contracts that have one or more types of contracts that cannot affect the legal consequences. For example, a sale and purchase contract with a sale and purchase contract, or several types of buying and selling and leasing contracts.⁵⁹

d. Multi Contract Legal Status

Multi contract have a different legal status from stand alone contract. Examples of buying and selling contracts and salaf which are forbidden by the Prophet Muhammad, but if the contract is separated from the implementation of the contract then it is allowed. Another example is that it is haraam to marry two siblings at the same time, but if you marry separately, it is permissible. Likewise, the law of multi contract must be seen not only in terms of contracts that build them individually, but when these contracts have been compiled into one transaction, it does not cause things that lead to things that are forbidden..⁶⁰ As said by al-Syatibi

الإِسْتِفْرَاءُ مِنَ الشَّرْعِ عَرَفَ أَنَّ لِلْإِجْتِمَاعِ تَأْتِيَةً فِي أَحْكَامٍ لَاتَكُونُ حَالَةً الْإِنْفِرَادَ

“Research on Islamic law shows that a collection of several contracts with separate contracts has different laws.”

From the arguments above, it can be concluded that the law of constructive contracts is not a guideline for the multi contract law.

⁵⁹ M. Yunus, “Hybrid Contract (Multi Akad) Dan Implementasinya Di Perbankan Syariah” *Jurnal Peradaban dan Hukum Islam*, Vol. 2, No. 1, (Maret 2019), 98.

⁶⁰ Hasanudin Maulana, “Multiakad Dalam Transaksi Syariah Kontemporer Pada Lembaga Keuangan Syariah Di Indonesia”, *Al-Iqtishad*, Vol. 3, No. 1, (Januari 2011), 165.

In fact, the principle of multi contract is permissible and the law is seen from the contract law that builds it. So, as long as the contracts that are built are lawful, they are considered permissible. Even though there are multi contracts that are forbidden in the nash and hadits, there are exceptions. The exception law in the practice of multi-contract cannot be applied because it is not in accordance with syara'. The legal status of the origin of multi contracts is still disputed by some scholars', there are scholars who forbid it and some allow it.

In the opinion of the four Madzhab of thought, multi contract are legal in syara'. The reason is that the original law of the contract is permissible as long as there is no evidence that forbids it. Ibn Taymiyyah is of the opinion that as long as Allah and His Messenger do not forbid it, then the law of muamalah in the world is permissible. Likewise Ibn al-Qayyim that the contract law and conditions are valid if there is no prohibition from religion.⁶¹

The law of origin of multi contract transactions from each contract that builds it is carried out individually, the law is permissible and there is no argument that forbids it. If there is an argument that prohibits it, then it does not apply in its entirety, but excludes the prohibition in the case contained in the argument. Allah has explained what is unlawful and lawful in detail. When a contract is declared unlawful, it must be clear why it is unlawful. Indeed, it is not permissible to make lawful what is

⁶¹ Hasanudin Maulana, "Multiakad Dalam Transaksi Syariah Kontemporer Pada Lembaga Keuangan Syariah Di Indonesia", *Al-Iqtishad*, Vol. 3, No. 1, (Januari 2011), 166.

unlawful or forbid what is lawful. Everything in this world has been arranged by Him.

Al-Syathibi explained that the law of origin of muamalah is to prioritize its substance, not only seen in practice (*iltifat ula ma'ani*). In modern times like this, there will certainly be many changes to what has been determined. Especially in the field of muamalah which is increasingly advanced and wide open to take the opportunity to make changes and new discoveries, because the main principle of muamalah is permissible (*al-idzn*) not implementing (*ta'abud*). This is different from worship, where the original law carries out what is ordered and cannot interpret the law.⁶² The legal basis that is used as a reason for the scholars to allow multi contracts, among others:

1. QS. Al-Maidah: 1

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ

*“O you who believe, fulfill those contracts.”*⁶³

In this verse, Allah commands his people to fulfill the contract between them. The word contract which is meant in general, is not aimed at a particular contract. So, all contracts are in principle allowed by Allah and believers are obliged to fulfill them.

2. QS. An-Nisa: 29

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ بَحَارَةً عَنْ تَرَاضٍ مِّنْكُمْ

⁶² Hasanudin Maulana, “Multiakad Dalam Transaksi Syariah Kontemporer Pada Lembaga Keuangan Syariah Di Indonesia”, *Al-Iqtishad*, Vol. 3, No. 1, (Januari 2011), 167.

⁶³ QS. al-Maidah (5): 1.

*“O you who believe! Do not eat each other's property in a false way (not true), except in trade which is carried out on the basis of consensual between you.”*⁶⁴

The verse above explains that commerce must be carried out voluntarily and carried out in the right way, which means carrying out something that is lawful and does not involve unlawful objects in it, such as pork, khamr, and other unclean goods, so the activities they carry out are based on their willingness and according to the instructions of Al -The Qur'an is legal. So, the law of origin of the contract from the verse is permissible.

3. QS. Al-Baqarah: 275

وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا

*“Allah has permitted buying and selling and forbidden riba.”*⁶⁵

The verse above explains that all forms of buying and selling are lawful by Allah, unless there is a proof that forbids it. Therefore, activities related to material transactions as long as they are lawful are allowed.

4. Kaidah Fiqih

الأصل في المعاملة الإباحة إلا أن يدل دليل على تحريمها

“The original law in all forms of muamalah is permissible unless there is evidence that forbids it.”

⁶⁴ QS. an-Nisa' (4): 29.

⁶⁵ QS. al-Baqarah (2): 275.

The kaidah fiqh above explain that all forms of muamalah social activities related to halal objects are allowed, unless it has been declared haram in it.⁶⁶

Based on the legal basis above, it shows that the law of origin of the contract is permissible, and the merging of two contracts is allowed because there is no evidence forbidding it. Most of the arguments that prohibit there are elements of haraam that are clear, such as gharar and riba.

Among the scholars of Zhahiriyah stated that the original law of the contract is prohibited or canceled, unless there is a proof that allows it. The reason they expressed that Islam has become a perfect religion, everything that humans need has been explained. Every act that is carried out with its own provisions and is not in the verse of the Qur'an then, has exceeded the limits of religion.⁶⁷ As the word of Allah in Surah al-Baqarah which reads:

وَمَنْ يَتَعَدَّ حُدُودَ اللَّهِ فَأَلْيَكَ هُمُ الظَّالِمُونَ

*“Whoever transgresses the provisions of Allah, then they are the wrongdoers.”*⁶⁸

The Hadith of the Prophet that strengthens the opinion of Zahiriyah, namely:

⁶⁶ A. Djazuli, *Kaidah-Kaidah Fikih*, (Jakarta: PT Grafindo, 2006), 129.

⁶⁷ Hasanudin Maulana, “Multiakad Dalam Transaksi Syariah Kontemporer Pada Lembaga Keuangan Syariah Di Indonesia”, *Al-Iqtishad*, Vol. 3, No. 1, (Januari 2011), 170.

⁶⁸ QS. al-Baqarah (2): 229.

From Aisyah the Prophet said: "*There is no agreement made by a group of people that is not in the Qur'an. All forms of agreements that are made, but are not stated in the Qur'an, are null and void. Allah's provisions and covenants are stronger.*" (HR. Al-Bukhari).

The above hadith explains that contracts, conditions and promises are prohibited as long as they are not explained by Allah either in the Qur'an or the hadith of the Prophet.

The arguments that are used as the basis of the scholars of Zhahiriyyah can be broken by other arguments that are stronger and relevant to the condition of the people who are experiencing developments, especially in the field of muamalah and the activities of financial institutions. The arguments that argue that the law of the origin of the contract is allowed to prove that religion does not limit humans in muamalah affairs as long as it does not violate syara'. Religion makes it easy for humans to innovate to make it easier for them to muamalah in everyday life. Islam never makes it difficult for its servants both in the field of worship and muamalah. The evidence that is used as a guideline forbids contracts that are not explained in the Qur'an, actually contracts that have not been mentioned in the arguments are not haram, but provide opportunities for mankind to innovate. Like the hadith of the Prophet who handed over world affairs to those who were more skilled, the nature of his saying "*You know better about world affairs*" this hadith indicates that humans may establish new

contracts that have never been practiced at the time of the Prophet provided that the contract does not violate basic religious principles.⁶⁹

From the development of the times, science and technology are increasingly sophisticated, the field of muamalah must also undergo changes and the discovery of contracts is absolutely necessary. In contrast to the time of the Prophet where the practice of muamalah and transactions were different and there was no mention of law in religion. Followers of Malikiyah and Ibn Taymiyya say that multi contracts are a solution that is permitted by the Sharia as long as it makes it easy and is not prohibited in religion. Because the law of origin of the contract is valid as long as it does not conflict with religion and can be useful for others.

From the explanation above, it can be concluded by using the muqaranah and tarjih methods that the opinion that punishes the contract can have a stronger status and clarity of meaning contained in it. The purpose of the first opinion is also in accordance with the sharia to facilitate and lighten the human burden in making innovations in the field of muamalah. As well as its relevance to the development of the modern transaction contract era which is needed to fulfill daily life.⁷⁰

So, the permissibility of multi contracts is based on the legal principle that the origin of the contract is permissible and confirms the law of the contracts that build it. In addition, multi-contracts must pay attention to the

⁶⁹ Hasanudin Maulana, "Multiakad Dalam Transaksi Syariah Kontemporer Pada Lembaga Keuangan Syariah Di Indonesia", *Al-Iqtishad*, Vol. 3, No. 1, (Januari 2011), 170.

⁷⁰ Hasanudin Maulana, "Multiakad Dalam Transaksi Syariah Kontemporer Pada Lembaga Keuangan Syariah Di Indonesia", *Al-Iqtishad*, Vol. 3, No. 1, (Januari 2011), 171.

limitations so as not to fall into things that are unlawful. These limits should not be violated in carrying out muamalah practices even though multi contracts are allowed.

e. Limit and Multi Contract Standart

The scholars' allow multi contracts, but still within the limits that will not violate the syara' law. The agreed limits include:⁷¹

1. Multi contract is prohibited by religious nash

A contract is allowed if both parties know the object, price and time. If there is ambiguity then the contract is unlawful. Imam Shafi'i gives an example of someone who wants to buy a house for a hundred, on the condition that he gives a debt (*salaf*) of one hundred. So it is not clear whether this contract is paid one hundred or more. Because one hundred given is a debt (*'ariyah*), so the use of one hundred is not clear whether the benefit is from buying and selling or debt.

Ibn Qayyim explained that the Prophet forbade multi salaf contracts (giving debt or qardh) and buying and selling. Even if it stands alone the contract is allowed. This is done to avoid the prohibition, because someone who lends a thousand, then sells goods that cost seven hundred for a thousand. It was as if he gave a thousand and seven hundred items so that he would make a profit of three hundred. In addition, multi-sales and qardh contracts are also prohibited. However, another opinion says that the collection of these two contracts is permissible as long as there are no additions required by the qardh contract. For example, someone

⁷¹ Yosi Aryanti, "Multi Akad (al-'Uqud al-Murakkabah) Di Perbankan Syariah Perspektif Fiqh Muamalah", *Jurnal Ilmiah Syariah*, Vol. 15, No.2, (Juli Desember 2016), 181.

who gives a debt to another person, then for some time he sells something to him while the qardh time is still there. Then it is allowed.

In a hadith the prophet has also explained three forms of prohibited multi contracts, namely buying and selling contracts with debt, two buying and selling contracts in one sale and purchase contract, and two transactions in one transaction. The hadiths that reads:

نَهَى رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَنْ بَيْعَتَيْنِ فِي بَيْعَةٍ

“The Prophet of Allah forbade two transactions in one transaction.”

The above hadith contains the intention of requiring a contract in the contract, such as I will buy your house in this way, so buy my house in that way as well.

2. Multi contract as hilah ribawi

Hilah ribawi in multi contract can occur through buying and selling 'inah or hilah riba fadl. Buying and selling 'inah, for example, someone sells a price of one hundred in installments on the condition that the buyer must sell it for eighty in cash. Or vice versa someone who buys goods at a price of eighty if cash, but for one hundred if done on credit. Both will bring up riba fadhil or nasl. Meanwhile, hilah riba fadl at the time of the prophet was prohibited. He said when selling dates between low quality and perfect quality had to be paid separately at different prices. Perfect quality 1 kg of dates cannot be equated with 2 kg or more of low quality dates. According to Ibn Qayyim, the second sale and

purchase contract is not a perfect condition for the first sale and purchase, but is independent. Another example is someone who sells 2 kg of rice for ten thousand on the condition that he must buy it at the same price but with a larger quantity of rice, for example 3 kg. transactions like this are examples of *hilah riba fadl* which is forbidden.⁷²

3. Multi contract lead to falling into riba

Every multi-contract that leads to riba is haram. Even though the contracts that build it are legal or permissible. Examples of prohibited multi contracts are *salaf* multi contracts and buying and selling. The Prophet Muhammad forbade multi contracts between the *salaf* and buying and selling to prevent riba transactions. The majority of scholars also prohibit the practice of *qardh* with *hibahs*. A person who gives a debt to another person with the intention of asking for a gift or reward that is required from the person who borrows it is *haram*. However, if the gift is given voluntarily without any conditions from the person lending it, then the law is lawful.⁷³

4. Multi contract consisting of opposite contracts

The majority of *Malikiyah* scholars forbid carrying out multi contracts which are contradictory in terms of the legal consequences. Such as buying and selling and *salaf*. Buying and selling is a contract that takes into account profit and loss, while the *Salaf* emphasizes the nature of helping others with noble goals. So, buying and selling contracts with

⁷² Yosi Aryanti, "Multi Akad (al-'Uqud al-Murakkabah) Di Perbankan Syariah Perspektif Fiqh Muamalah", *Jurnal Ilmiah Syariah*, Vol. 15, No.2, (Juli Desember 2016), 182.

⁷³ Yosi Aryanti, "Multi Akad (al-'Uqud al-Murakkabah) Di Perbankan Syariah Perspektif Fiqh Muamalah", *Jurnal Ilmiah Syariah*, Vol. 15, No.2, (Juli Desember 2016), 182.

contracts that aim to help others such as *ju'alah*, *sharf*, *musaqah*, *syirkah*, and *qiradh* cannot be combined. According to the scholars, both have legal differences that will eliminate the validity of the contract.⁷⁴

⁷⁴ Yosi Aryanti, "Multi Akad (al-'Uqud al-Murakkabah) Di Perbankan Syariah Perspektif Fiqh Muamalah", *Jurnal Ilmiah Syariah*, Vol. 15, No.2, (Juli Desember 2016), 183.

CHAPTER III

RESEARCH METHOD

The word method refers to a technique used in research, such as surveys, interviews, and observations. While research, according to John Creswell is a process that has stages starting with the identification of the problem or issue to be studied. After the problem has been identified, a review will then be carried out followed by reading material or literature.⁷⁵ Methods are certain formulas that are in a systematic form and are required in scientific language. The goal is to make the discussion focused, systematic, and objective.⁷⁶ The author uses several methods, including:

A. Types of Research

This research is included in field research or empirical, namely research conducted directly in the field or respondents. This research aims to study in detail starting from the background to the current state and the interaction of the environment, whether individuals, groups, institutions, or society.⁷⁷ So, by using empirical research, we will find out how the law is applied to the problems behind the implementation. The researcher went directly to the Badan Usaha Milik Desa (BUMDes) in Kenongo Village, Soko District, Tuban Regency. In addition, this research also includes library research because it uses several literatures, both books, reports, notes, and the results

⁷⁵ Conny R. Semiawan, *Metode Penelitian Kualitatif*, (Jakarta: PT Gramedia Indonesia 2015), 6.

⁷⁶ Sutrisno Hadi, *Metode Research*, (Yogyakarta: Yayasan Penerbit Psikologi UGM, 1990), 4.

⁷⁷ Iqbal Hasan, *Pokok-Pokok Materi Metodologi Penelitian dan Aplikasinya*, (Jakarta: Ghalia Indonesia, 2002), 38.

of previous research on Village-Owned Enterprises (BUMDes) in full and detailed explanations of Islamic law.

B. Approach Research

In this research, the author uses a qualitative approach with logic and theoretical truth that is applied to a reality that occurs in society indirectly and also obtains data using a sociological and anthropological approach when conducting a survey. The qualitative approach deals with the unique nature of social reality and the attitudes of people who carry out their daily activities. With this approach the author cannot add or subtract data because the author compares the theory with events in the field as it is.⁷⁸ So that qualitative research can produce descriptive data in the form of written sentences or oral sentences from the community related to the practice of debt and receivables with the return of profit sharing at BUMDes Kenongo. When the authors have found facts from data or reports from Kenongsari BUMDes activities, then they are studied more deeply using sharia economic law.

C. Location

The place used for research is the Village Owned Enterprise (BUMDes) having its address at Kenongo Village, Soko District, Tuban Regency, East Java and the surrounding community as farmers who have relations with BUMDes.

D. Data Types and Souch

Data are all forms of information that are used as a reference and processed when conducting research so that they are used as a basis for

⁷⁸ Beni Ahmad Saebani, *Metode Penelitian*, (Bandung: Pustaka Setia, 2018), 59.

making decisions. The data information in the study was obtained from two sources, namely:

1. Primary Data Source

Primary data sources are data sources obtained directly from the field by taking into account who will be the object of research. Sources of primary data obtained through interviews where researched. Sources of field data will be obtained from BUMDes management and several communities involved in BUMDes business development.

2. Secondary Data Source

Secondary data sources are data that provide useful information related to research so that it is used as a theoretical basis or legal basis. Secondary data sources are obtained from documents or literature that have been verified in the form of books, articles, journals, theses, and laws and regulations relating to BUMDes and contracts in sharia economic law.

E. Data Collection Technique

This data collection was carried out by the author through interviews, and documentation. The author observes and records the phenomena that exist in the object of research starting from the role (duties and obligations in BUMDes), how to give fertilizer debt to farmers, and the process of returning fertilizer. Besides that, it is evident that people who as farmers object to or not by doing fertilizer debt with a return for profit sharing. The author also conducted questions and answers in accordance with the research hypothesis problem to the village community and the Kenongo BUMDes management,

the researchers did not forget to also look at the data stored there to find out how much influence it had on the community's economy..

F. Data Analysis Technique

Data analysis as the process of preparing researchers so that the data can be interpreted properly. In accordance with the qualitative research approach obtained from the reality of the field so that the data analyzed is in the form of a description or explanation of clear words. Data analysis was carried out through three steps, namely:⁷⁹

- 1) The process of selecting data obtained from written records in the field.
Here the author checks the accuracy of the data.
- 2) Presentation of data from various information by classifying existing data.
- 3) Draw conclusions as the final result of research that is arranged in accordance with the research objectives.

G. Data Validity Technique

This data validity technique states that this research is valid or not, so it can be accepted under certain criteria if it matches the expected truth.⁸⁰ To check the validity of the data can be done through four stages, namely:⁸¹

- 1) Credibility, namely meeting the value between the truth of the data and the information collected. That the management of BUMDes Kenongo is based on the data obtained and the results of the information from interviews conducted.
- 2) Transferability, namely this research can be used in other contexts.
Meaning it can be used in other problems but the same object. When we

⁷⁹ Beni Ahmad Saebani, *Metode Penelitian*, 79.

⁸⁰ Beni Ahmad Saebani, *Metode Penelitian*, 192.

⁸¹ Beni Ahmad Saebani, *Metode Penelitian*, 133.

know that the implementation of BUMDes Kenongo has complied with Islamic law, it can be used in research, for example, sharia-based cooperatives in terms of management.

- 3) Dependability, namely the criteria for assessing the quality of the research process or not by checking the prudence of a researcher. One of the proofs of this research quality comes from the research site. This research was actually conducted in one of the villages with a fairly large number of people and proved themselves by coming to the place to dig up information both from the existing data and the person concerned.
- 4) Confirmability, namely the criteria for quality research results or not by adjusting the content of the research in accordance with the data and information and supported by the material in the book. This study uses a literature review that refers to several sources of books related to the problem in research.

CHAPTER IV

FINDINGS AND DISCUSSION

A. System Practice Fertilizer Debt in BUMDes Kenongo, Tuban, East Java

The BUMDes of Kenongo village has several businesses, namely in the fields of HIPPA (Water User Farmers Association), Rice Packaging (Selep), and Livestock. This research focuses on the BUMDes business in the field of HIPPA (Water User Farmers Association). In its business in the field of HIPPA (Water User Farmers Association), BUMDes sells various types of fertilizers needed by farmers to make it easier for farmers to search for fertilizers so they don't go to far places. Then the farmers who are experiencing losses want to continue their business with fertilizer debts to BUMDes. The contract used is accounts payable while the return uses a profit sharing system because the BUMDes business in the field of HIPPA (Water User Farmers Association) is also related to the harvests of farmers which aims to be developed by BUMDes through selep owned by BUMDes. The procedure for accounts payable between farmers and BUMDes is carried out directly without going through an intermediary. Farmers who have a debt goal will meet with BUMDes employees in the HIPPA (Water User Farmers Association) section and report how much fertilizer is needed. Then the total price of all fertilizers given to farmers will be added up.

Here's how to apply for and receive debt between the lender (muqridh) and the borrower (muqtaridh):

1. Farmers apply for fertilizer debt to the BUMDes office.

2. After obtaining approval, the farmer will come to the BUMDes office.
3. From the BUMDes office, it will be directed to the field of HIPPA (Water User Farmers Association), because farmers aim to fertilizer debt.
4. Then the farmer will explain how much fertilizer is needed and will be totaled as a whole.
5. After totaling the whole, the farmer will make a qardh contract with the BUMDes treasurer.

The farmer said *"I owe this amount of fertilizer and I will return it after I harvest."*

The BUMDes answered *"Sure, I will accept it"*

6. Next, the BUMDes will hand over the fertilizer that is owed by the farmers directly and will be taken by themselves at the BUMDes shop.
7. Over time, after the farmers harvest, the BUMDes will check the yields of the farmers who owe them. At this time, the farmer wants to pay off the debt by sharing the results of the harvest obtained and getting approval from the BUMDes.
8. During the repayment process, the farmers' harvest will be brought to the BUMDes selep to pay the farmers' fertilizer debt to the BUMDes. So, farmers pay by sharing the results of the harvest obtained and then part of it will be given to BUMDes.
9. After the harvest is stopped, it will be divided based on the amount of debt given to the farmer without taking profit.

The BUMDes always approves the request for debt from the farmers because they believe that the farmers will be trustworthy in running their business and will

produce maximum results, unless there is an unexpected natural disaster. Because the residents start a business at the same time, it's not just one or two people who are in debt, but almost half of the people living in Kenongo Village. Therefore, the stock of BUMDes fertilizer was getting depleted day by day, then they submitted assistance to the local village and district governments to send financial assistance to Kenongo Village. The initial funds obtained by BUMDes amounted to Rp. 300,000,000,- (Three Hundred Million) has been used up to buy equipment in HIPPA. Due to lack of funds, the solution is to find donors who are willing to help BUMDes. After getting a donor, the BUMDes buys various kinds of fertilizer shortages that are needed by the village community, then it will be given after checking on the list of who will owe fertilizer and how much is needed.

The next day the BUMDes will contact the farmers one by one to come to the BUMDes to collect the necessary fertilizer. After that, fill in the list in the debt book accompanied by the farmer's signature and a stamp as proof of the agreement to have made debts to BUMDes in the form of fertilizer.

“The fertilizer debt provided by BUMDes really helps the local villagers to continue the management of the rice fields so that they are not empty. Sometimes BUMDes employees also visit the rice fields of some farmers and ask about the progress of the harvest that will be obtained. The farmers assured the BUMDes that the harvest next month would be better, but in reality it was, because the weather was very favorable. Farmers also offer BUMDes for fertilizers that have been owed to farmers to be replaced with harvests obtained the following month. Then the BUMDes agreed.”⁸²

The statement above is from a farmer who owes fertilizer to BUMDes. From the statement above, the BUMDes agrees to return the fertilizer debt with the profit sharing from the harvest obtained. Both are pleased with each other

⁸² Samsudin, *Wawancara*, (Kenongo, 5 Januari 2022).

without any coercion from anyone. Since the agreement between the farmer and the BUMDes regarding the return of the fertilizer debt, the mudhorobah contract automatically enters the qardh contract. The profit-sharing process is to see how the condition of the rice is after the sale, because the BUMDes does not receive the rice before knowing whether the rice is good or not. The goal is to find out the price of rice in general, if the quality is high, the price is expensive, otherwise if the quality is low, the price is cheap. So, this transaction consists of several agreements which can be called multi contracts, namely:

a. Qardh Contract

This qardh contract is a loan given by BUMDes to farmers with a debt contract. The loan amount applied for is according to need. However, the loan here is not in the form of nominal money but in the form of fertilizer.

b. Mudhorobah Contract

Mudhorobah is profit sharing between two people who cooperate. From a qard contract to a mudhorobah contract is a choice that is decided by both parties. Farmers want to pay back their fertilizer debt by sharing the results of the harvest they get.

“The method is that the rice is sold in its entirety at the BUMDes place. The selep fee is also charged to the farmer because it is still owned by the farmer and has not been divided if it has not been diselepd. Then it will be seen how much the farmer's debt for fertilizer has been nominalized at the price. After that, the price of rice will be calculated until it is equivalent to the price of fertilizer that has been borrowed. If the rice is of good quality then 30% is for BUMDes. If the quality is standard then 40% is for BUMDes. The tradition is as a farmer's thanks, usually they give more rice than the amount they owe with the intention of saying thank you.”⁸³

⁸³ A. Thoif, *Wawancara*, (Kenongo, 4 Januari 2022).

The statement above is a statement from the chairman of BUMDes. After knowing the quality of rice, BUMDes will then add up the total fertilizer debt that has been borrowed by farmers and will combine the price of rice and fertilizer debt at that time. Then the percentage of the harvest that must be given by BUMDes will be divided and what percentage will be obtained by the farmer.

“Most of the farmers' debts with each other are almost equal, because the fertilizers needed are the same. But also see if the fields are large, the debt for fertilizers is large, but if the fields are small, the debt for fertilizers is also small. In addition, looking at the quality of rice, the majority are the same for fertilizer debts given by BUMDes, 60% for proper profit sharing for farmers and 40% for BUMDes. Sometimes farmers give extra 2 kg of rice to BUMDes as a thank you for being helped in managing the fields.”⁸⁴

From the statement of one of the farmers above, it shows that BUMDes takes the option of sharing the results with the community fairly and the farmers have no objection to the profit sharing. An additional 2 kg of rice is not a requirement for farmers to repay debt, the addition is an initiative from the farmers themselves because they feel very helpful for the assistance that has been given. The following is an interview with a farmer

“If the harvest does not reach the target, then two options are given to repay the debt, so that the profit share is 30% for BUMDes and 70% for farmers. This is done so that farmers do not run out of capital for further management. If one of the farmers experiences crop failure, they will be given another opportunity or time to repay their debt at the next harvest. If you want to make a request for debt, it is also allowed as long as the funds in the BUMDes are still there. BUMDes also does not ask for more in return for what is owed.”⁸⁵

From the above expression, it shows that in practice, BUMDes' debts prioritize a sense of mutual help and do not burden each other. The method of

⁸⁴ Nur Hayati, *Wawancara*, (Kenongo, 5 Januari 2022).

⁸⁵ Suyatno, *Wawancara*, (Kenongo, 5 Januari 2022).

return is also not burdensome for the parties to benefit from the other party. As the word of Allah in Surah Al-Maidah verse 2 which reads:

وَتَعَاوَنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ

“And please help you in (doing) goodness and piety, and do not help in committing sins and transgressions.”⁸⁶

B. The Process of Return Fertilizer Debt With a Profit Sharing System in BUMDes Sharia Economic Law Prespective

In sharia economic law the guidelines used as a reference are the Qur'an and Hadith. In addition, there is the Sharia Economic Law Compilation (KHES) which regulates qardh provisions, including:⁸⁷

1. Article 606 states that al qardh customers are required to return the principal amount received and the time is in accordance with the agreement. So, here the farmer returns the fertilizer debt in accordance with the agreement, namely after knowing the harvest obtained and will be divided according to the loan amount.
2. Article 608 states about the guarantee requested by the creditor to the customer if it is needed. When making a loan, you only deposit your identity without being asked for a guarantee from the BUMDes, because the BUMDes already knows the background of the local village community.

In the rules of the validity of multi contract, the correct implementation of multi contract is to separate the main contract which is *tijari (iqtishad)* aiming to

⁸⁶ QS. al-Maidah (5): 2.

⁸⁷ Kompilasi Hukum Ekonomi Syariah

gain profit and the main contract which is *tabarru'* (*ta'awun*) aimed at helping others. There are 3 (three) rules that must be considered in the correct implementation of multi contracts, namely:

1. Not allowed to combine two or more principal contracts in one transaction

The two main contracts cannot be combined into one, because each contract has different characteristics and has its own legal impact, so that if combined it will create legal uncertainty. The merging of two main contracts is likened to two leaders in one community where there will be confusion over whose order will be carried out. Likewise, if the two main contracts are used simultaneously, it is impossible to choose which contract will be used as a guideline by the contract actors and the legal implications of the contract cannot be ascertained. There are three main types of *tijari* contracts, namely buying and selling (*ba'i*), *ijarah*, and *syirkah*. Sedangkan akad pokok *tabarru'* ada tujuh macam, yaitu *Qard* (hutang-piutang), 'Ariyah (pinjam meminjam), *Infaq* (penyisihan harta), *Sedekah* (pemberian sukarela), *Zakat* (pemberian wajib), *Wakaf* (harta untuk umum), dan *Hibah* (pemberian cuma-cuma). While the main *tabarru'* contracts are of seven types, namely *Qard* (debts), 'Ariyah (borrowing), *Infaq* (set aside), Alms (voluntary giving), *Zakat* (compulsory giving), *Waqf* (public assets), and *Hibah* (free gift)⁸⁸

2. Not allowed to combine two or more principal contracts that have different purposes in one transaction.

Types of two or more principal contracts that have different purposes cannot be combined in one transaction. If in one transaction the principal

⁸⁸ Abdulahanaa, *Kaidah-Kaidah Keabsahan Multiakad (Hybrid Contract)*, (Yogyakarta: CV Orbitrust Crop, 2014), 136.

tijari contract meets the tabarru' principal contract, then one of them must relent by bringing the contract to the tabarru' area or to the tijari area. This is determined at the time of ijab qabul to avoid elements of gharar and violate the principle of tauhid. So, the perpetrators of the contract already know the intention or purpose of implementing the contract to be carried out fairly.⁸⁹

3. Allowed to use two main contracts interchangeably

Several main contracts can be combined but used interchangeably both tijari and tabarru' although the process takes quite a long time. For example, the 'ariyah contract which is followed by a sale and purchase contract. Users of goods will be given the convenience of trying the goods for one month for free, then the following month the users of goods are given the choice to continue with the sale and purchase contract or ijarah contract. Another example is someone renting out his house for three months, then the fourth month is followed by a new contract, namely buying and selling. So, there is always a new contract if you have completed the first contract instead of combining it into one contract because it will lead to unclear which contract will be used as a guide during the implementation of the contract. That is the reason for the prohibition of two contracts in one transaction. The meaning of the hadith of the Prophet SAW is that it is forbidden to combine two main contracts in one transaction. If the main contract is combined with an additional contract or the use of two main contracts but is carried out alternately, then it is not included in the prohibition of the hadith of the

⁸⁹ Abdulahanaa, *Kaidah-Kaidah Keabsahan Multiakad (Hybrid Contract)*, 137.

Prophet Muhammad. Because, the illat prohibition of two contracts in one transaction is to cause gharar and ambiguity.⁹⁰

Thus, as long as multi contracts are within their limits, such as multi contracts which are not prohibited by religious texts, multi contracts do not consist of contradictory contracts (combining commercial contracts or *tijari* contracts with *tabarru'* contracts, which are social contracts), and multi contracts that do not there is an intermediary to something that is haram, whether it is justifying what is unlawful or forbidding what is lawful. So, the application of multi contract does not conflict with sharia and is allowed.

If you look at the contracts used by BUMDes, there are two main contracts that have different purposes, namely the *qardh* contract which should be *tabarru'* and the *mudhorobah* contract which should be commercial. The type of multi contract used is a dependent contract or conditional contract (*al-'uqud al-mutaqabilah*), namely the second contract responds to the first contract. The perfection of the contract is seen from the second contract which responds to the first contract. In the implementation of the two contracts which have different purposes, both of them have agreed that the purpose of using the *mudhorobah* contract is *tabarru'*, so the two contracts are brought to the *tabarru'* area. In a cooperative relationship between two people, apart from money capital, trust is also very important. BUMDes fully trusts farmers in carrying out their business and will be fully responsible. The attitude of responsibility and trust must be emphasized in a person in doing work to uphold professionalism at work. As contained in the letter Al-Hasyr verse 18, which reads:

⁹⁰ Abdulahanaa, *Kaidah-Kaidah Keabsahan Multiakad (Hybrid Contract)*, 140.

يَا أَيُّهَا الَّذِينَ آمَنُوا اتَّقُوا اللَّهَ وَ لَتَنْظُرَ نَفْسٌ مَّا قَدَّ مَثَ لِعَدِّ وَ اتَّقُوا اللَّهَ إِنَّ اللَّهَ حَبِيرٌ بِمَا تَعْمَلُونَ

“O you who believe, fear Allah and let everyone pay attention to what he has done for tomorrow (the hereafter) and fear Allah. Verily Allah is thorough in what you do.”⁹¹

In addition to responsibility, honesty is very important, namely honesty between parties, avoiding bankruptcy between them and a sign for believers. At work, someone who is honest and loyal to his duties will avoid an attitude of distrust between parties. As in the case of repaying debts, the parties must know the correct amount to be paid and neither party will take advantage of it for personal gain. As the word of Allah in Surah An-Nahl verse 105 which reads:

إِنَّمَا يَفْتَرِي الْكَذِبَ الَّذِينَ لَا يُؤْمِنُونَ بِآيَاتِ اللَّهِ وَ أَلْعَاكَ هُمُ الْكَذِبُونَ

“Indeed, those who fabricate lies are only those who do not believe in Allah and they are the liars.”⁹²

Although in the loan agreement the farmers and BUMDes use two contracts, namely the qardh contract, which is a tabarru' type of contract, while the mudhorobah contract is a tijari contract, both of which are haraam when combined. But in practice, in Kenongo BUMDes, both contracts have the same motive, which is to be brought to tabarru'. Even though the contract is not separate, namely by establishing a new contract in the middle of the qardh contract that has not been completed and both of them are collected in multi contracts on the managed rice harvest. However, its implementation does not

⁹¹ QS. al-Hasyr (59): 18.

⁹² QS. an-Nahl (16): 105.

violate the multi-contract rules and fulfills the standard of multi contract boundaries and the type of multi contract used is legal. So, the multi-contract law applied by the BUMDes of Kenongo village to debts with a return for profit sharing is legal or permissible.

CHAPTER V

CLOSING

A. Conclusions

1. Kenongo Village-Owned Enterprises implement a debt and credit system with a return for profit sharing by dividing the harvest that has been obtained by farmers. The nominal submitted by the farmer is in accordance with the nominal price of the fertilizer that has been owed, then replaced with the harvest after the sale. The goal is to determine the quality of the harvest obtained. After that it will be divided according to the amount of fertilizer owed through harvest sharing.
2. Even though in the debt agreement the farmers and BUMDes use two contracts, namely the qardh contract, which is a tabarru' type of contract, while the mudhorobah contract is a tijari contract, both of which are haraam when combined. But in practice, in Kenongo BUMDes, both contracts have the same motive, which is to be brought to tabarru'. Even though the contract is not separate, namely by establishing a new contract in the middle of the qardh contract that has not been completed and both of them are collected in multi-contracts on the managed rice harvest. However, its implementation does not violate the multi-contract rules and fulfills the standard of multi-contract boundaries and the type of multi-contract used is legal. So, the multi-contract law applied by the BUMDes of Kenongo village to debts with a return for profit sharing is legal or permissible.

B. Suggestions

Based on the research that has been discussed, suggestions for parties who will enter into an agreement using a combination of several contracts prioritize the element of prudence in choosing which contract to use. The goal is to avoid things that are prohibited by syara' so that what is obtained becomes lawful and good. This research can be used as knowledge in business as well as developed by other researchers in the future.

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APPENDIXES



Interview With The Head of BUMDes



Interview With Mr.Samsudin as a Farmer



Interview With Mrs.Hayati as a Farmer



Interview With BUMDes Treasurer

(BUSINESS PLAN)

PERENCANAAN USAHA

UNIT USAHA HIPPA



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Kecamatan Soko, Kabupaten Tuban

PENGURUS:

Penasehat	: Kepala Desa Kenongosari	Tlp. 085210117189
Pelaksana Operasional		
Ketua	: A.THOIF HARIANTO, S.Sos	Tlp. 081235818202
Sekretaris	: SLAMET HARIYANTO	Tlp. 081359552157
Bendahara	: SUYATNO, S.Pd	Tlp. 081296816155
Pengawas	: DJURI	Tlp. 085232654389
	MUNIR	Tlp. 085230160560
	Ky. MUHTAR	Tlp. 085236769536

**BUM DESA KENONGOSARI
KECAMATAN SOKO
KABUPATEN TUBAN
TAHUN 2020**

**ANGGARAN DASAR
BADAN USAHA MILIK DESA KENONGOSARI**

**BAB I
NAMA BUM DESA**

Pasal 1

Badan Usaha Milik Desa (selanjutnya disingkat BUM Desa) ini bernama BUM Desa "Kenongosari"

**BAB II
TEMPAT KEDUDUKAN**

Pasal 2

BUM Desa "Kenongosari" berkedudukan di Desa Kenongosari, Kecamatan Soko, Kabupaten Tuban, Provinsi Jawa Timur.

**BAB III
AZAS, VISI DAN MISI**

Pasal 3

- a. BUM Desa Kenongosari berazaskan:
 - a. transparansi
 - b. partisipasi
 - c. akuntabel
 - d. kekeluargaan
 - e. gotong royong
 - f. profesionalitas
- b. Visi BUM Desa Kenongosari adalah Mewujudkan kesejahteraan Masyarakat Desa
- c. Misi BUM Desa Kenongosari adalah :
 - 1) meningkatkan pendapatan asli desa
 - 2) mengembangkan perekonomian desa
 - 3) meningkatkan modal usaha bum desa
 - 4) memberikan pelayanan kepada masyarakat desa
 - 5) meningkatkan pengelolaan aset desa
 - 6) mengembangkan usaha ekonomi masyarakat desa

**BAB IV
MAKSUD DAN TUJUAN**

Pasal 4

BUM Desa "Kenongosari" merupakan lembaga usaha ekonomi Desa yang bertujuan melakukan:

- a. peningkatan perekonomian desa melalui usaha ekonomi desa yang sejalan dengan usaha yang dijalankan oleh pelaku ekonomi desa;
- b. pemanfaatan dan optimalisasi potensi dan aset desa untuk kesejahteraan masyarakat desa;
- c. peningkatan usaha masyarakat desa dalam pengelolaan potensi dan

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- e. menciptakan peluang dan jaringan pasar yang mendukung kebutuhan layanan umum masyarakat desa;
- f. peningkatan kualitas layanan dasar desa;
- g. penciptaan lapangan kerja bagi masyarakat desa; dan
- h. peningkatan pendapatan masyarakat desa dan pendapatan asli desa.

Pasal 5

Selain tujuan pendirian sebagaimana dimaksud dalam Pasal 3, BUM Desa "Kenongosari" bertujuan secara khusus untuk melakukan:

- a. pengelolaan pengairan pertanian
- b. pengelolaan hasil pertanian
- c. pengelolaan pemasaran hasil produksi pertanian
- d. kegiatan penunjang usaha peternakan
- e. pengembangan usaha kerajinan kulit.
- f. pemenuhan air bersih
- g. persewaan alat-alat pertanian
- h. pemberian jasa penyebrangan transportasi sungai Bengawan Solo
- i. penyediaan material bahan bangunan
- j. mewujudkan desa wisata

**BAB V
MODAL**

Pasal 6

Modal awal BUM Desa Kenongosari bersumber dari APB Desa sesuai dengan hasil pembahasan dan kesepakatan dalam Musyawarah Desa yang diselenggarakan oleh BPD.

BAB VI

Pasal 6

Modal awal BUM Desa Kenongosari bersumber dari APB Desa sesuai dengan hasil pembahasan dan kesepakatan dalam Musyawarah Desa yang diselenggarakan oleh BPD.

**BAB VI
KEGIATAN USAHA DAN PENGEMBANGAN**

Pasal 7

Untuk mencapai tujuan dan pemanfaatan modal secara tepat sasaran, BUM Desa "Kenongosari" melakukan kegiatan usaha:

- a. pengairan lahan persawahan warga petani (hippa)
- b. pengilinan gabah untuk di proses menjadi beras dan di kemas dengan lebel bumdes kenongosari
- c. pengemukan sapi dengan memanfaatkan bekatul / dedek dari pengilinan gabah yang di lakukan oleh bumdes kenongosari
- d. memberikan pinjaman untuk biaya pertanian dengan bunga yang sangat ringan
- e. pengembangan usaha pengrajin kulit dan membantu dalam pemasaran.
- f. pemenuhan air bersih
- g. persewaan alat-alat pertanian
- h. jasa penyebrangan transportasi sungai
- i. toko penyediaan material bahan bangunan
- j. desa wisata yang berbasis potensi alam dan sumber daya manusia

Pasal 8

- (1) Unit usaha sebagaimana dimaksud dalam Pasal 7 dilaksanakan secara bertahap dan apabila dibutuhkan pengembangan skala usaha yang lebih besar dan bermanfaat untuk Desa, maka unit usaha dapat berbentuk badan hukum privat

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**BAB VII
JANGKA WAKTU BERDIRINYA BUM DESA**

Pasal 9

BUM Desa "Kenongosari" didirikan di Desa Kenongosari pada tanggal 28 Desember 2019 untuk waktu yang tidak terbatas.

**BAB VIII
ORGANISASI PENGELOLA**

Pasal 10

- (1) Organisasi pengelola BUM Desa terpisah dari organisasi Pemerintah Desa
- (2) Organisasi Pengelola BUM Desa terdiri dari Penasihat, Pelaksana Operasional dan Pengawas.
- (3) Penasihat dijabat *ex officio* oleh Kepala Desa yang menjabat
- (4) Pelaksana Operasional sekurang-kurangnya terdiri dari Ketua/Manajer, Sekretaris dan Bendahara
- (5) Pengawas terdiri dari Ketua, sekretaris merangkap anggota dan anggota
- (6) Struktur Organisasi unit usaha menyesuaikan dengan jenis usaha yang dijalankan sesuai hasil Musyawarah Desa yang diselenggarakan oleh BPD.

**BAB IX
KERJASAMA BUM DESA**

Pasal 11

- (1) Untuk mengembangkan kegiatan usaha sebagaimana dimaksud dalam Pasal 8, pengelola unit usaha BUM Desa sebagaimana dimaksud dalam Pasal dapat melakukan kerja sama dengan BUM Desa lainnya dan pihak ketiga.
- (2) BUM Desa dapat melakukan kerjasama dengan BUM Desa lainnya dan pihak ketiga setelah mendapat ijin dari Kepala Desa yang diputuskan dalam Musyawarah Desa.
- (3) Kerja sama BUM Desa dengan BUM Desa lainnya dan pihak ketiga tunduk dan mengikuti ketentuan dalam Peraturan Desa mengenai kerja sama Desa.
- (4) Kerja sama sebagaimana dimaksud pada ayat (1) dituangkan dalam perjanjian kerja sama.

**BAB X
TATA CARA PENGGUNAAN DAN PEMBAGIAN KEUNTUNGAN**

Pasal 12

- (1) Hasil usaha BUM Desa merupakan pendapatan yang diperoleh dari hasil transaksi dikurangi dengan pengeluaran biaya dan kewajiban pada pihak lain, serta penyusutan atas barang-barang inventaris dalam 1 (satu) tahun buku.
- (2) Pembagian hasil usaha BUM Desa sebagaimana dimaksud pada

Ditetapkan: di Desa Kenongosari

Tanggal 28 Desember 2019

KEPALA DESA KENONGOSARI



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ANGGARAN RUMAH TANGGA BADAN USAHA MILIK DESA KENONGOSARI

BAB I HAK, KEWAJIBAN DAN WEWENANG

Pasal 1

- (1) Dalam penyelenggaraan usaha ekonomi Desa melalui BUM Desa "Kenongosari", setiap warga Desa berhak:
 - a. memperoleh pelayanan yang aman, bermutu, dan terjangkau;
 - b. mendapatkan informasi tentang pelayanan yang diberikan unit usaha BUM Desa dan laporan keuangan BUM Desa; dan
 - c. mengajukan usulan perbaikan pelayanan kepada personel organisasi pengelola BUM Desa.
- (2) Kewajiban masyarakat Desa dalam penyelenggaraan usaha ekonomi Desa sebagaimana dimaksud pada ayat (1) meliputi:
 - a. ikut serta memajukan unit usaha yang dikelola BUM Desa;
 - b. menghormati hak warga Desa lainnya dalam upaya memperoleh pelayanan yang diberikan BUM Desa
 - c. turut serta dalam program atau kegiatan yang dilakukan oleh BUM Desa.

Pasal 2

- (1) Penasehat yang secara *ex officio* dijabat Kepala Desa yang menjabat dalam melaksanakan tugasnya mempunyai hak menggunakan fasilitas sarana dan prasarana BUM Desa untuk kelancaran tugasnya.
- (2) Penasehat mempunyai kewajiban :
 - a. Memberikan nasehat dan masukan kepada Pelaksana Operasional dalam melaksanakan Pengelolaan BUM Desa
 - b. Memberikan saran dan pendapat mengenai masalah yang dianggap penting bagi pengelolaan BUM Desa
 - c. Merumuskan rencana bisnis strategis pengelolaan BUM Desa.
- (3) Penasehat dalam melaksanakan tugasnya berwenang:
 - a. Meminta penjelasan dari Pelaksana Operasional mengenai persoalan yang menyangkut pengelolaan usaha desa.
 - b. Melindungi usaha desa terhadap hal-hal yang dapat menurunkan kinerja BUMDesa.

Pasal 3

- (1) Pelaksana Operasional dalam melaksanakan tugasnya mempunyai hak:
 - a. Mendapatkan pembagian hasil usaha ;
 - b. Menggunakan fasilitas sarana atau prasarana yang dimiliki BUMDesa untuk kelancaran pengelolaan BUMDesa.
- (2) Pelaksana Operasional dalam melaksanakan tugasnya mempunyai wewenang:
 - a. Mengurus dan mengelola BUM Desa sesuai dengan AD ART dan menialankan keputusan yang diputuskan dalam Musyawarah

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- b. Melaksanakan dan mengembangkan BUMDesa agar menjadi lembaga yang melayani kebutuhan ekonomi dan/atau pelayanan umum masyarakat desa;
- c. Menggali dan memanfaatkan potensi usaha ekonomi desa untuk meningkatkan pendapatan asli desa; dan
- d. Melakukan kerjasama dengan...

- b. Melaksanakan dan mengembangkan BUMDesa agar menjadi lembaga yang melayani kebutuhan ekonomi dan/atau pelayanan umum masyarakat desa;
 - c. Menggali dan memanfaatkan potensi usaha ekonomi desa untuk meningkatkan pendapatan asli desa; dan
 - d. Melakukan kerjasama dengan lembaga-lembaga perekonomian desa lainnya.
- (3) Pelaksana Operasional dalam melaksanakan tugasnya berkewajiban:
- a. Membuat laporan keuangan seluruh unit-unit usaha BUMDesa setiap bulan;
 - b. Membuat laporan perkembangan kegiatan unit-unit usaha BUMDesa setiap bulan; dan
 - c. Memberikan laporan perkembangan unit-unit usaha BUMDesa kepada masyarakat desa melalui musyawarah desa sekurang-kurangnya dua kali dalam satu tahun.
- (4) Tugas Pelaksana Operasional adalah sebagai berikut:
- a. Ketua/Manajer
 - 1) memimpin organisasi bumdesa;
 - 2) membahas dan menetapkan kelayakan unit usaha yang diajukan berdasarkan penilaian kelayakan usaha;
 - 3) melakukan pengendalian kegiatan dan pembinaan pada unit usaha dalam pemanfaatan modal usaha bum desa;
 - 4) bertindak atas nama lembaga untuk mengadakan perjanjian kerjasama dengan pihak ketiga dalam pengembangan usaha atau lain-lain kegiatan yang dipandang perlu dilaksanakan;
 - 5) melaporkan keadaan keuangan bumdesa setiap bulan kepada pengawas dan penasihat serta minimal 1 tahun sekali kepada badan pemberdayaan masyarakat (bapemas) kabupaten; dan
 - 6) melaporkan keadaan keuangan bumdesa kepada anggota dan pemerintahan desa minimal dua kali dalam tahun melalui musyawarah desa pertanggungjawaban.
 - b. Sekretaris
 - 1) melaksanakan tugas kesekretariatan untuk mendukung kegiatan ketua;
 - 2) melaksanakan administrasi umum kegiatan operasional bumdesa;
 - 3) melaksanakan administrasi pembukuan keuangan bumdesa.
 - 4) bersama ketua meneliti kebenaran dari berkas-berkas pengajuan permohonan modal unit usaha di lapangan; dan
 - 5) bersama ketua dan bendahara membahas dan memutuskan permohonan dukungan modal unit usaha yang layak direalisasikan.
 - c. Bendahara
 - 1) menerima menyimpan, dan membayarkan uang berdasarkan bukti-bukti yang sah;
 - 2) membantu ketua dalam membahas dan memutuskan permohonan dukungan modal unit usaha yang layak direalisasikan;
 - 3) melaporkan posisi keuangan kepada ketua secara periodik

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- 4) menyelenggarakan pembukuan keuangan bumdesa secara sistematis, dapat dipertanggungjawabkan dan menunjukkan kondisi keuangan dan kekayaan bumdesa yang sesungguhnya.

Pasal 4

- (1) Pengawas dalam melaksanakan tugasnya mempunyai hak :
 - a. Mendapatkan pembagian hasil usaha
 - b. Menggunakan fasilitas sarana dan prasarana BUM Desa untuk kelancaran tugasnya.
- (2) Pengawas dalam melaksanakan tugasnya berkewajiban menyelenggarakan rapat umum untuk membahas kinerja BUM Desa sekurang-kurangnya satu tahun sekali
- (3) Pengawas berwenang menyelenggarakan rapat umum pengawas untuk:
 - a. Pemilihan dan pengangkatan pengurus dan anggota pengawas.
 - b. Memberikan masukan terkait kebijakan pengembangan kegiatan usaha BUMDesa.
 - c. Pelaksanaan pemantauan dan evaluasi terhadap kinerja pelaksana Operasional.



BADAN USAHA MILIK DESA (BUMDES KENONGOSARI)
DESA KENONGOSARI

KECAMATAN SOKO KABUPATEN TUBAN

Alamat : Jl. Bengawan No. 11 Desa Kenongosari Kode Desa : 62172

BERITA ACARA BIAYA TANGGUNGAN BIAYA OPERASIONAL MK I TAHUN 2021
Nomor : 001/BUMDes /2021

Pada hari ini *Senin* tanggal **Tiga Belas** Bulan **September** Tahun **Dua Ribu Dua Puluh Satu**, yang bertanda tangan di bawah ini :

1. Nama : A.Thoif Hendriyanto,S.Sos Jabatan : **K e t u a**
2. Nama : Slamet Hariyanto Jabatan : **Sekretaris**
3. Nama : Suyatno,S.PdI Jabatan : **Bendahara**

Berdasarkan Keputusan Kepala Desa Kenongosari Nomor : **188.45/18/KPTS/414.411.23/2019** tanggal **28 Desember 2019** selaku Pengurus BUMDes "KENONGOSARI", dengan ini masih mempunyai tanggungan Pengembalian Pinjaman Modal HIPPA di dar: seorang :

- a. Nama : **MUKSIN**
- b. Alamat : **Desa TEJO Kecamatan Kanor Kab.Bojonegoro**

Dengan jumlah Pinjaman sebesar Rp.100.000.000,00 (Seratus Juta Rupiah) dengan cara penyerahan uang bertahap menyesuaikan keuntungan dari usaha Hipa berikutnya dengan di buktikan Kwitansi.

Demikian berita acara tanggungan pengembalian modal Pemerintah Desa Kenongosari/BUMDES "KENONGOSARI" ini dibuat dengan sebenar-benarnya untuk digunakan sebagaimana mestinya.

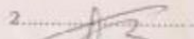
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UANG /MODAL

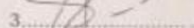

MUKSIN

YANG MEMPUNYAI TANGGUNGAN
PENGURUS BUMDes "KENONGOSARI"

1. Nama : **A. THOIF HENDRIYANTO, S. Sos**
Jabatan : **Ketua**
2. Nama : **SLAMET HARIYANTO**
jabatan : **Sekretaris**
3. Nama : **SUYATNO, S. Pd**
Jabatan : **Bendahara**



2. 

3. 

Mengetahui :


SUAMNOTO



CURRICULUM VITAE



1. Name : Dwi Atya Illahi
2. Place and Date of Birth : Tuban, 18th May 2000
3. Departement / Faculty : Sharia Economic Law / Sharia
4. Addres : Sokosari village, Soko subdistrict, Tuban
Regency
5. Email : dwiatya18@gmail.com
6. Phone : 085790939967
7. History of Formal Education :
 - a. RA Tarbiyatul Islam Soko
 - b. MI Tarbiyatul Islam Soko
 - c. MTs Tarbiyatul Islam Soko
 - d. MA Tarbiyatul Islam Soko
 - e. The State of Islamic University Maulana
Malik Ibrahim Malang
8. Organizational Experience :
 - a. Forkes Uin Malang
 - b. UKM Seni Religius
 - c. TPQ Nurul Hidayah Malang
 - d. Panitia PBAK 2019