THE ANALYSIS OF THE IMPLEMENTATION OF IB SIAGA PENSION FINANCING ACCORDING TO THE DSN-MUI FATWA ON MURABAHAH TAKE OVER AT BANK KB BUKOPIN SYARIAH KPO SALEMBA JAKARTA

ISSUE EKOSSISTEM VOL 2 NO 2
AGUSTUS-DESEMBER 2025

EKOSSISTEM JOURNAL
E-ISSN : 3031-4143
P-ISSN : 3032-0976

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Abstract

In the current digital era, the growth of Islamic banking in Indonesia continues to show a significant increase. This research aims to analyze the compliance of the implementation of takeover financing contracts for the iB SiAga Pensiun product at Bank KB Bukopin Syariah KPO Salemba Jakarta with the fatwas of the National Sharia Board - Indonesian Ulema Council (DSN-MUI). Using a descriptive qualitative method with field study and literature review approaches, the research finds that the implementation of the Murabahah bil Wakalah contract used does not substantially meet sharia principles. This contract deviates from the pillars of Murabahah due to the absence of a real commodity object (mabi'), potentially leading to gharar and usury (riba), and is not aligned with the specific schemes formulated by DSN-MUI in Fatwa No. 31/2002 and No. 90/2013. The study recommends product reconstruction by replacing the contract with a hybrid scheme (a combination of Qardh, Sale and Purchase, and Murabahah) for takeovers from Conventional Financial Institutions (LKK) and the Hiwalah bi al-Ujrah scheme for takeovers from other Islamic Financial Institutions (LKS). This should be accompanied by a comprehensive revision of internal guidelines and the strengthening of sharia audits to ensure substantive compliance.
Keywords: Murabahah Financing, Sharia Take Over, Sharia Compliance, DSN-MUI Fatwa

Abstrak

Di era digitalisasi kini pertumbuhan bank syariah di Indonesia terus mengalami peningkatan lumayan signifikan. Tujuan penelitian menganalisis kesesuaian implementasi akad pembiayaan takeover pada produk iB SiAga Pensiun di Bank KB Bukopin Syariah KPO Salemba Jakarta dengan fatwa Dewan Syariah Nasional Majelis Ulama Indonesia (DSN-MUI). Menggunakan metode kualitatif deskriptif dengan pendekatan studi lapangan dan kepustakaan. Hasil penelitian menunjukkan bahwa implementasi akad Murabahah bil Wakalah yang digunakan secara substantif tidak memenuhi prinsip syariah. Akad ini menyimpang dari rukun Murabahah akibat ketiadaan objek barang (mabi') riil, berpotensi menimbulkan gharar dan riba, serta tidak selaras dengan skema spesifik yang dirumuskan DSN-MUI dalam Fatwa No. 31/2002 dan No. 90/2013. Penelitian merekomendasikan rekonstruksi produk dengan mengganti akad menjadi skema hibrida (kombinasi Qardh, Jual Beli, dan Murabahah) untuk takeover dari LKK dan skema Hiwalah bi al-Ujrah untuk takeover dari LKS, yang harus diiringi dengan revisi pedoman internal dan penguatan audit syariah untuk memastikan kepatuhan yang substantif.
Katakunci : Pembiayaan Murabahah, Take Over Syariah, Kepatuhan Syariah dan Fatwa DSN-MUI

INTRODUCTION

In the era of digitalization, the growth of Islamic banks in Indonesia continues to increase quite significantly. In fact, the services, products, and services offered by Sharia banking are also far superior to conventional banks (OJK, 2023), meaning that the current impact of sharia digital banking has fostered public trust in Sharia banks and the Sharia system is slowly increasing in a good direction. The emergence of public trust little by little is certainly inseparable from the interest in the implementation of the Islamic financial system which has begun to be felt to bring positive changes.

EKOSSISTEM JOURNAL
E-ISSN : 3031-4143
P-ISSN : 3032-0976

Image 1 Sharia Growth

On the contrary, other feelings as a community have given rise to the alleged comparison that lies in the form of the gap between the variety of types of financing offered such as New Financing, Top-Up, and Take Over and the uniformity of the contract applied, namely only Murabahah bil Wakalah for all three.

In fact, the three types of financing have different economic characteristics and objectives, especially Take Over which is a transfer of liabilities, not new asset transactions. But the reality is that it is the criticism that banks are considered to have not optimized the wealth of fiqh muamalah to design more specific and substantive contracts, tending to adopt a "one-size-fits-all" approach. This means that if it is increasingly prominent considering that OJK data shows that murabahah product innovation in the sharia industry is growing rapidly, but in this case there is a lack of contract variation in products that are claimed to be innovative.

Furthermore, the main concern centers on aspects of sharia compliance and economic justice. The application of the same Murabahah contract for Take Over transactions, especially those originating from Conventional Financial Institutions (LKK), raises deep doubts about the ability of the contract structure to transform interest-based debt into sharia financing that is completely clean from the element of usury, as mandated by DSN-MUI Fatwa No. 110/DSN-MUI/IX/2017.

Furthermore, there may be concerns that the takhalli (exemption) and tahalli (formation of new contracts) mechanisms are not carried out with a framework of contracts that are specifically designed to handle the complexity of debt transfer, so there is a risk that it will only become a legal formality.

In addition, as a long-term retirement product, another concern is the inefficiency of this uniform contract in regulating risk sharing and providing fair protection for customers in all three different scenarios. As a result, there can be an impression that there is more innovation in product packaging, but it is not accompanied by the depth of sharia engineering at the operational level, which has the potential to erode the essence and purpose of the sharia economy itself.

This modern society is a contemporary fashion that is quick to understand that saving, investing, or managing its funds is more concerned with security in the hereafter because it is free from the snares of usury, does not pursue profits alone, is mutually beneficial and does not harm others (Wijayani, 2017).

At Bank KB Bukopin Syariah there are 3 (three) types of financing in the iB SiAga Pension Financing Product, namely, New financing (Skep On Hand), Rehab Financing (Top Up), and Take Over Financing (Debt Transfer). Based on the results of the researcher's initial observation at Bank KB Bukopin Syariah KPO Salemba Jakarta, it was found that only 1 (one) type of contract (Murabahah bil Wakalah) was used for the iB SiAga Pension Financing product.

The most popular Islamic banking product is Funding in the form of Murabahah. Murabahah financing has dominated the Islamic banking portfolio in Indonesia, consistently exceeding mudharabah and musharakah financing by a significant percentage (Khairunnisa & Abdullah, 2022; Wahyudi, 2016). In April 2016, murabahah financing reached Rp 117.375 billion, representing 58.13% of the total national Islamic banking financing of Rp 203 billion, showing a clear dominance compared to other contracts (Basyariah, 2018). This dominance is consistent with the finding that murabahah accounts for more than 54% of the total financing in Islamic banks in Malaysia and Bahrain (Rahma, 2016).

Murabahah is a form of financing that is carried out through the principle of buying and selling, where the bank acts as the seller and the customer as the buyer. Transactions occur with the price of the goods plus the predetermined profit margin. Payment can be in installments or based on mutual agreement between the two parties (Anugrah & Laila, 2020). Murabahah can be described as a contract for the sale of goods in which the selling price is equivalent to the purchase cost plus a predetermined profit margin. Suppliers are obliged to disclose the cost of purchasing goods to consumers (Yusuf, 2013).

Murabahah is considered to be part of a buying and selling transaction according to Fiqh experts and Islamic economists. There are general rules that cover the pillars and conditions in the murabahah contract, which include: the contracting party (seller, buyer, supplier), the object of the contract (the goods sold), the price of the goods, the purpose of the contract, as well as the contract itself (handover) (OJK, 2016).

The amount of BUS and UUS financing using murabahah in 2022 was recorded at 233.04 Trillion and this is a significant increase of around 22% from 2021 which was around 190.88 Trillion, this year in the first quarter of April 2023 it has recorded 237.54 Trillion (OJK, 2023). Murabahah financing in Sharia Banking today has undergone innovation and change, one of which is the emergence of pension financing products.

Furthermore, pension financing is funding to meet the consumptive needs of retirees with the guarantee of the Pension Decree and the source of payment of their obligations through monthly pension benefits paid by the government or the Pension Fund Management Institution. Retired customers are retirees from civil servants or ASN, TNI/Polri Pensions, or SOEs. Pension financing is a very promising financing because of the minimal risk, the NPF is very small and relatively controllable, and the source of liability payments is certain. Many conventional or Sharia BUSES and UUS have started to engage in this business, for the retired population is also quite large and will continue to increase every month. The total number of pension participants in 2021 is around 4.3 million people with total pension fund assets of 32.559 trillion, and for 2022 it will reach 4 million people with total pension fund assets of 34.488 trillion (OJK, 2022).

Pension financing is one of the products offered by banks in the consumer segment that many adopt murabahah buying and selling contracts in their transactions, but it must also be noted that the implementation of the use of these contracts must follow the regulations that have been set by DSN-MUI to comply with sharia principles. The improper use of the contract in the pension financing transaction results in the invalidity of the transaction, such as the use of the contract in new financing, top up, and take over must be properly adjusted to the contract that has been set by DSN-MUI.

Based on several previous studies, according to Harfi Dwi Zulita, the debt transfer financing agreement (take over) implemented by BRIS Pringsewu Sub-Branch Office has been in accordance with the DSN-MUI fatwa No: 31/DSN-MUI/VI/2002 concerning debt transfer. In this case, the implementation uses alternative I which involves the qardh contract in the murabahah scheme (Zulita, 2018).

Ani Tamara Julia in her research explained that the implementation of pension financing takeover by BSM Tulungagung Branch Office in the procedure for implementing the contract is in accordance with fatwa NO: 31/DSN-MUI/VI/2002 because it uses qardh and murabahah contracts (Julia, 2021). And research conducted by Riska Muliyana Sidin explained that the Implementation of Pension Financing Take Over at PT. Bank Syariah Mandiri (BSM) Palu Branch using the Qardh Wal Ijarah Agreement is in accordance with fatwa NO: 31/DSN-MUI/VI/2002 (Sidin, 2019). Judging from the results of several previous researches, the contracts used in each Sharia Bank are the same, there are also different ones such as the Qardh Wal Murabahah and Qardh Wal Ijarah contracts.

How is the suitability of the implementation of the take over financing contract with the DSN-MUI Fatwa, both from Conventional Financial Institutions (LKK) and Sharia Financial Institutions (LKS), in the financing of iB SiAga Pensiun at Bank KB Bukopin Syariah KPO Salemba Jakarta?

METHODS

In this study, the author uses qualitative descriptive. Qualitative research focuses on description and tends to use analysis. In this type of research, the process and meaning are the main focus, and are supported by theoretical foundations as a guide so that the research remains relevant to the situation in the field (Ramdhan, 2021). The approach uses a combination of 2 methods, namely library research and field research (Saebani, 2009). Data collection refers to the methods used by researchers to collect research data including Interviews, Observations, and Documentation. Data analysis includes procedures for finding, organizing, and processing data obtained from a variety of sources, including interviews, field notes, and documents.

RESULTS

PT Bank KB Bukopin Syariah (abbreviated as KBBS) is a bank that operates based on sharia principles. The history of this bank is rooted in the acquisition of the consortium of PT Bank Bukopin, Tbk against PT Bank Pertubuhan Indonesia. The acquisition process was carried out in stages between 2005 and 2008.

Then, on June 30, 2021, the Extraordinary General Meeting of Shareholders approved the change of the company's name to PT Bank KB Bukopin Syariah. This name was formally inaugurated through a notary deed and has been approved by the Financial Services Authority (OJK).

KB Bank Syariah (PT Bank KB Bukopin Syariah) is an Islamic bank with a long history, which grew from a conventional bank entity. The transformation into an Islamic bank was inaugurated in 2008, and in its development has rebranded the brand to further affirm its relationship with KB Financial Group.

Analysis of the Suitability of Contract Implementation for Customer Take Over from LKK & LKS

Financing takeover is the process of transferring customer financing obligations from the original financial institution to a new Islamic financial institution. From a sharia perspective, this process must ensure that there is no qardh ribawi (interest-bearing debt), there is no bai' al-dayn (buying and selling of receivables) to parties who are not allowed, and there is no engineering that causes an addition to the principal debt that is included in the category of usury.

Takeover Financing Application Process

The instruments in the simulation that determine the customer's takeover financing ceiling are the nominal retirement salary, date of birth, and tenor (term). After the palfond is known, the customer's net receipt will be calculated by means of the nominal ceiling minus the costs and remaining debt in the previous bank. If the ceiling is insufficient, the customer's application is rejected, if the customer's ceiling is sufficient, it will be continued to be input in the SIPS (Sharia Pension Information System) application.

Takeover Financing Contract & Disbursement Process

After the customer's takeover financing application is approved by KBBS, the next stage is the AO to prepare the SPPFP, namely the Approval Letter for the Provision of Financing Facilities, where the SPPFP contains the structure of the customer financing facility which contains, the type of contract, financing purpose, purchase price, margin, selling price, and costs and is signed by bank officials at the level of department heads or branch heads and customers on stamps.

Takeover Financing Repayment Process

The next stage is the takeover process or repayment at the previous bank, after the disbursement funds enter the customer's account, the repayment process is carried out in the amount of the customer's outstanding at the previous bank and to issue a Pension Decree that is guaranteed due to credit/financing before

After the repayment process is completed, the AO or partner keeps the Proof of Deposit and the customer's certificate of completion issued by the previous bank to be a condition for taking collateral (Pension Decree). The

EKOSSISTEM JOURNAL
E-ISSN : 3031-4143
P-ISSN : 3032-0976

issuance of a customer's guaranteed Pension Decree usually takes about 1 to 3 months. Because this is very important, for the taking of the customer's Pension Decree, later the manuscript will be accompanied by an AO or Partner. After the Pension Decree is issued, it will be pledged and stored in the Storage Vault of Bank KB Bukopin Syariah

Results of Analysis of Takeover Financing Implementation

Take over retirement financing at Bank KB Bukopin Syariah using a combination of Murabahah bil Wakalah contracts, where the bank authorizes customers to pay off financing at the previous bank after the disbursement of funds enters the customer's account. The financing guarantee is in the form of a Pension Decree which will be guaranteed after the bank previously issues the Pension Decree. The nominal amount of debt/outstanding in the previous bank is a comparison with the takeover financing ceiling at KBBS.

DISCUSSION

Pension Financing Take Over Mechanism at Bank KB Bukopin Syariah (KBBS)

Pension financing takeover is a facility that allows retired customers to pay off their financing obligations at other banks by using new financing from KBBS. The process begins with a submission by prospective customers through a Marketing Representative (MR) Partner, equipped with documents such as a Pension Decree and proof of obligations at the old bank. The data is then verified by the Partner Acceptance Section, Account Officer (AO), and Financing Acceptance Section through the Sharia Retiree Information System (SIPS) application, including checking the OJK's SLIK and customer ability to pay.

If approved, the process continues with a contract using the Murabahah and Wakalah schemes, followed by the disbursement of funds (dropping) to the customer's iB SiAga Pensiun account. The disbursed funds will be partially blocked to pay the previous take over obligations to the bank, with assistance from MR or AO. After repayment at the old bank, customers are required to submit proof of repayment and original documents of Pension Decree to be kept as collateral.

The process ended with the transfer of the pay office to KBBS, the installation of salary flagging, and periodic data reconciliation between KBBS and channeling partners to ensure the completeness of documents and the suitability of the portfolio.

This study analyzed 7 take over customers, consisting of 4 customers from Conventional Financial Institutions (LKK) such as Bank Mandiri Taspen and Bank Nagari, and 3 customers from Sharia Financial Institutions (LKS) such as Bank Syariah Indonesia (BSI). The financing ceiling ranges from IDR 53 million to IDR 100 million with a tenor of 60-72 months. The purpose of using funds is generally for home renovation or material purchases, with Murabahah and Wakalah contract schemes.

Analysis of the Suitability of Contract Implementation for Customer Take Over from LKK & LKS

Based on the results of the analysis, it was found that the implementation of the Murabahah bil Wakalah contract for the Pension Financing Take Over product at Bank KB Bukopin Syariah (KBBS) showed a discrepancy between the practice and the basic Sharia principles, especially the provisions stipulated in the DSN-MUI fatwa. Although administratively the processes and contracts used for customers from Conventional Financial Institutions (LKK) and Sharia Financial Institutions (LKS) are the same, substantively the construction of these contracts does not reflect the actual takeover transaction.

In detail, the discrepancy arose because the Murabahah and Wakalah contracts signed by the customer were formally intended for the purchase of goods. However, in practice, no real goods purchase occurs. The objects listed in the purchase statement are fictitious, and there is no proof of ownership of the goods by the bank or the handover of assets. Instead of buying goods, the disbursed funds are actually used by customers accompanied by bank officers to pay off debts at the previous bank. Thus, the function of the Wakalah contract, which is supposed to represent the bank to buy goods, shifts to debt repayment.

The Sharia implications of this practice are quite serious. First, there is a deviation from the principles and legal conditions of the Murabahah contract, especially the absence of real objects (mabi') that are owned by the bank before they are sold. Second, there is the potential for gharar (uncertainty) and usury, because the bank's margin or profit is imposed on a financing that is not based on real asset buying and selling transactions, but solely on the repayment of interest-bearing debts from conventional banks. This is contrary to the prohibition of riba and the principle of clarity in Islamic transactions.

Furthermore, this practice is not in line with the alternative scheme that has been formulated by DSN-MUI for takeover transactions. Fatwa No. 31/DSN-MUI/VI/2002 on Debt Transfer (from LKK) and Fatwa No. 90/DSN-MUI/XII/2013 on Transfer of Murabahah Financing between LKS, have provided a number of more appropriate hybrid contract schemes, such as a combination of Qardh, Buying and Selling, and Murabahah or the Hiwalah bi al-Ujrah scheme. These schemes are specifically designed to accommodate the transfer of obligations without violating Sharia principles. The uselessness of this scheme by KBBS indicates that there is a gap between product policies and fatwa guidelines which should be the legal basis.

Thus, it can be concluded that even though the operational and administrative aspects are running in an orderly manner, substantially the implementation of the Murabahah bil Wakalah contract for pension takeover at KBBS has not fully met the principles of Sharia compliance. There is a need to adjust the product design and use of contracts that are explicitly designed for debt transfer transactions, in order to be in harmony with the applicable fatwa and avoid the implications of riba and gharar.

This study found a fundamental discrepancy between the practice of implementing the Murabahah bil Wakalah contract for the Take Over Pension product at KB Bukopin Syariah and the basic sharia principles. This implementation is considered not to meet the principles and legal requirements of the Murabahah contract, especially because there is no real object of goods (mabi') owned by the bank before being resold to customers (Naja, 2019). Results of interviews with the bank (Junaidi, 2023; Ismail, 2023) confirming that the contract proceeds, which were documented allocations for the purchase of goods, were in fact directly used by the customer accompanied by bank officers to pay off debts at the previous financial institution.

This practice raises the potential for gharar (uncertainty) and usury, because bank profits (margin) are imposed on debt repayment transactions, not on transactions of buying and selling eligible assets (Sahroni, 2025). Furthermore, the construction of this contract deviates from the alternative scheme that has been specifically formulated by DSN-MUI for takeover transactions, namely Fatwa No. 31 of 2002 for the transfer of LKK and Fatwa No. 90 of 2013 for the transfer between LKS (DSN-MUI, 2002; DSN-MUI, 2013).

Recommendations for Takeover of iB SiAga Pension Financing

Based on the findings of the analysis, the implementation of the Murabahah bil Wakalah contract in the iB SiAga Pension Financing Takeover product at Bank KB Bukopin Syariah (KBBS) shows a fundamental inconsistency with the applicable sharia principles and fatwas. Therefore, a thorough improvement recommendation is needed that focuses on two main aspects: product design and contract adjustments, as well as strengthening the internal guideline framework.

First, regarding product design and contracts, KBBS needs to abandon the use of the Murabahah bil Wakalah contract for takeover transactions, because this scheme is not substantively for debt transfer. Instead, banks must adopt a contract scheme specifically designed for takeover purposes, in accordance with the authoritative fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI). For takeover customers from Conventional Financial Institutions (LKK), banks can refer to DSN-MUI Fatwa No. 31/DSN-MUI/VI/2002.

One viable alternative is a hybrid scheme that combines Qardh (charity loans) to pay off customer debts in old banks, followed by Buying and Selling and Murabahah on assets that have been free of collateral. This scheme

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E-ISSN : 3031-4143
P-ISSN : 3032-0976

ensures the existence of real underlying assets and ownership (milkiyah) by the bank before it is resold, so as to fulfill the pillars of murabahah.

Meanwhile, for takeover customers from other Islamic Financial Institutions (LKS), banks must refer to DSN-MUI Fatwa No. 90/DSN-MUI/XII/2013. The most appropriate and recommended scheme as the first alternative is Hiwalah bi al-Ujrah (debt transfer in exchange for fees). In this scheme, KBBS pays the remaining customer debt to the original LKS, then the customer pays ujrah (fee) to KBBS for the transfer service. This ujrah should not be associated with the amount of debt, but based on the real costs and services provided. This scheme more transparently reflects the essence of debt transfer services and avoids practices that have the potential to contain riba or bai' al-'inah.

Second, the recommendations are aimed at strengthening the policy framework and internal guidelines. KBBS needs to conduct a thorough review and revision of all operational guidelines for pension financing products, especially those related to takeovers. The guidelines must explicitly and in detail regulate the use of specific contracts that are appropriate for each product feature (new, top-up, takeover from LKK, and takeover from LKS), with direct reference to the relevant DSN-MUI fatwa. In addition, it is important to establish a periodic sharia evaluation and audit mechanism that is not only formal, but is able to assess the substantive suitability between practice in the field with sharia principles and contract design. Intensive socialization and training for all staff, especially Account Officers and Marketing Representatives, on the correct contract scheme for takeover products is also absolutely necessary to ensure consistent implementation and avoid misunderstandings.

By implementing this recommen-dation, Bank KB Bukopin Syariah will not only improve the sharia compliance of its products, but also build stronger trust in the eyes of customers and stakeholders. This step is an important investment for the bank's sustainability and reputation as an Islamic financial institution that prioritizes the principles of fairness and transparency in every transaction.

Based on the findings of these inconsistencies, this study recommends an overhaul of product design and harmonization of internal policies. The main recommendation is to stop using the Murabahah bil Wakalah contract for takeover and adopt a contract scheme in accordance with the DSN-MUI fatwa (Sahroni, 2025). For takeover customers from Conventional Financial Institutions (LKK), a hybrid scheme can be applied that combines Qardh, Buying and Selling, and Murabahah contracts as stipulated in DSN-MUI Fatwa No. 31/DSN-MUI/VI/2002 (DSN-MUI, 2002).

Meanwhile, for takeovers from other Sharia Financial Institutions (LKS), the Hiwalah bi al-Ujrah scheme (debt transfer in exchange for fees) which is the first alternative in Fatwa DSN-MUI No. 90/DSN-MUI/XII/2013 is considered the most appropriate, because it clearly represents the essence of debt transfer services and avoids practices indicated by bai' al-'inah (DSN-MUI, 2013; Sahroni, 2025). The implementation of this recommendation must be supported by a thorough revision of the bank's internal guidelines (PT. Bank KB Bukopin Syariah, 2022b) and strengthening the periodic sharia audit mechanism to ensure substantive conformity between practices and principles.

CONCLUSION

Analysis of the Suitability of Contract Implementation for Customer Take Over from LKK & LKS

Based on the analysis conducted, it can be concluded that the implementation of the Murabahah bil Wakalah contract for the Pension Financing Take Over product at Bank KB Bukopin Syariah substantively does not meet the principles of sharia compliance. This contract deviates from the principles and legal conditions of Murabahah, especially due to the absence of real goods (mabi') owned by the bank, thus giving rise to the potential for gharar and riba because margins are imposed on debt repayment transactions, not the sale and purchase of assets. Furthermore, this practice is not in line with the specific contract scheme that has been formulated by DSN-MUI in Fatwa No. 31 of 2002 and No. 90 of 2013 for debt transfer transactions, thus

EKOSSISTEM JOURNAL
E-ISSN : 3031-4143
P-ISSN : 3032-0976

indicating a gap between product design and the basis of applicable sharia law.

Recommendations for Takeover of iB SiAga Pension Financing

The need for fundamental reconstruction of the iB SiAga Pension Takeover product. The main recommendation is the replacement of the Murabahah bil Wakalah contract with a contract scheme in accordance with the DSN-MUI fatwa, namely using a hybrid scheme (such as a combination of Qardh, Buying and Selling, and Murabahah) for takeover from LKK and Hiwalah bi al-Ujrah scheme for takeover from LKS. The implementation of this recommendation must be accompanied by a thorough revision of internal guidelines and strengthening the bank's audit system and human resource capacity, in order to ensure substantive sharia compliance, build stakeholder trust, and maintain the integrity of Bank KB Bukopin Syariah as an Islamic financial institution.

EKOSSISTEM JOURNAL
E-ISSN : 3031-4143
P-ISSN : 3032-0976

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