

**Akad Murabahah and Rahn in Financing Program of Product Gold
Model License in The Bank Sharia of Indonesia
(Analysis of the Fatwa National Sharia Council of the Indonesian
Ulama Council No. 77/DSN- MUI/V/2010)**

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Abstract

Sell and buy gold in with cashless is product Installment Gold in PT. Bank Sharia of Indonesia, KCP Mojokerto. One of the most popular BSI products is the product BSI installment gold. Matter This is because the product is very profitable for people who want inv, vestment, gold ownership, and relatively stable gold prices. Because That researcher is interested in researching about Implementation contract Murabaha and Rahn installments of gold along with product suitability according to perspective DSN MUI No. 77/DSN-MUI/V/2010. The research type used is a field (field research) in PT Bank Sharia of Indonesia, KCP Mojokerto with a qualitative approach—the source of data in this study is from sources obtained through interviews and documents. From the r, results of these studies, it can be argued that the analysis results at PT Bank Sharia of Indonesia regarding the illegal buying and selling of gold cash are by the DSN-MUI Fatwa No.77/DSN-MUI/V/2010.

Keywords : *Implementation, Akad Murabaha, Akad Rahn, Gold*

INTRODUCTION

The emergence of Islamic banking at this time has become a familiar phenomenon for the public. With walk time, banking sharia started well developed; this can be seen from the opening of conventional banks branch sharia. Development banking Sharia in the middle banking conventional is to provide an alternative banking system for the community of Indonesia, which part big its inhabitants religious Islam and need banking services by Sharia principles. Islamic banks carry out business activities by the principles of Sharia law, used to save funds or provide funds for appropriate business activities of Sharia law.¹

Islamic banking activity is to collect funds from the public, return funds to the public, And provide service banking to the public by an aspect of Al-Qur'an. First is principle *al ta'awun*, namely helping each other and synergizing between community members. As in the Qur'an, “*And cooperate in righteousness and piety, but do not cooperate in sin and*

¹ *Cashmere, Basics Banking (Jakarta: Eagle Pers, 2013), matter. 3*

aggression. And fear Allah; indeed, Allah is severe in penalty." (Al-Maidah: 2).²

Which second is the principle *al-iktinaz*, which is to avoid crime is withholding money, letting it shut up, and not taking turns in transactions? Which benefits the general public? "O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent. And do not kill yourselves [or one another]. Indeed, Allah is to you ever Merciful." (An-Nisaa: 29).³

Islamic banks in their activities, apply profit-sharing contracts in product funding and financing.⁴ Financing is one of the fundraising activities. Form opening a savings account, deposit, and investment.⁵ Bank Sharia of Indonesia KCP Mojokerto is a financial institution that gives services to customers from product funding which customers need for keeping funds, and product landing which are needed by customers who lack funds. Gold installment financing at Bank Sharia of Indonesia is financing with a *Murabahah* contract and a pawn agreement (*Rahn*) as a bonded guarantee current holdings of gold bullion financing which product of interest to the public.

Based on customer interest data from several Bank Sharia of Indonesia, KCP Mojokerto, in January-December 2020, gold installment products with *Rahn* (pawn) contracts have very high customer interest. Because the product makes it easy for the public, which was its invested ownership in gold. Product ownership gold is by gold purchase product in installments; this product is mainly issued by banks Sharia like BTN Sharia, Bank Sharia Mandiri, BNI Sharia, Bank Permata Sharia, and Pawnshop institutions (Pegadaian). The gold installment products have their respective names, such as iB Hasanah gold financing by BNI Sharia and installment of the BSM gold issued by Bank Syariah Mandiri.⁶

According to the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) No.4/DSN-MUI/V/2000, *Murabaha* guarantees are permitted. Guarantee in contract *Murabaha* allowed so that customers serious with the order. *Murabahah* is a sale and purchase transaction with the selling price from the Bank being the purchase price from *suppliers* plus profit in percentage certain for bank sharia by agreement.

² Department Religion RI, Al-Qur'an And translated, Jakarta: PT Intermas, 1974, matter. 69

³Zainul Arifin, Basics Bank Management sharia, Jakarta: AlvaBet, 2002, mat,ter 11-12

⁴ *cashmere*, Basics Banking (Jakarta: Eagle Pers, 2013), p. 5

⁵Viethzal Rivai And Arviyan Arifin, Islamic Banking: A Theory, Draft, And Application. (Jakarta:Earth Script, 2010), p. 681

⁶adrian Sutedi, Banking Shari'ah, (Jakarta: Ghalia Indonesia 2009), matter. 95

Ownership of items will move to customers after the sale and purchase, as the agreement is signed, and the customer will pay for the items in installments with the amount by the agreement until repayment.⁷ The Bank is (*Murtabin*), the customers as (*Robin*); and collateral as (*Almarhun*) that can be held.⁸ Therefore, Islamic Banks use the media *rahn* contract (pawn). *Rahn* (pawn) holds one of the borrower's assets as collateral for the loan received.⁹ The detained items must have value economically.

Among the various products provided by Bank Sharia of Indonesia, installment products gold is very interesting to the public, recondition, and procedures are simple but also ensure security.

RESEARCH METHOD

This study uses a qualitative method where the data obtained is based on natural phenomena that occurred at that time, then described in the form of words and language.¹⁰ The purpose of qualitative research is to understand a phenomenon or problem that occurs around humans.¹¹ This approach raises a picture of the current situation in Bank Sharia of Indonesia, KCP Mojokerto in actuality and reality, especially regarding the implementation of *murabahah* and *rahn contracts* in ownership of gold bars program products in Bank Sharia of Indonesia KCP Mojokerto.

This research belongs to *fields of research* or study field. The researcher observes directly all events that occur through observation of data and conditions in Bank Sharia of Indonesia KCP Mojokerto, and interviews of parties related to the study. The subject of this research is the Branch Manager and part of financing gold installment products at the Bank Sharia of Indonesia KCP Mojokerto.

The data analysis technique used in this research is data analysis qualitative inductive, namely drawing conclusions from specific facts to general ones and developing certain relationship patterns.¹² The data obtained is analyzed with an inductive way of thinking departs from information about implementing *Murabahah* and *Rahn* contracts in gold ownership of financing program products bars at Bank Sharia of Indonesia KCP

⁷Muhammad, Islamic Bank Financing Management, (Yogyakarta: AMP YKPN, 2005), p. 119

⁸Wangsawidjaja, Sharia Bank Financing (Jakarta: PT Gramedia Pustaka Utama), p.21

⁹Mohammed Shafi ' i Antonio, "Banks Shari'ah from theory practice," p.1

¹⁰Lexy J. Moleong. Methodology Study Qualitative. (Bandung: PT. Juvenile Rosdakarya , 2018), p.15.

¹¹ Djunaidi and Fauzan . Methodology Study Qualitative. (Jogjakarta: Ar-Ruzz Media, 2012), p.79.

¹²Sugiyono, Quantitative and Qualitative Research Methods and R&D, Bandung: Alfabeta, 2015. p. 244- 246

Mojokerto.

RESULTS AND DISCUSSION

Akad Murabahah and Rahn

Murabahah in etymology comes from the Arabic word "*ribh*" which means profit.¹³ kindly terminology that is sold buy items as big price tree items plus with *margins* profit that agreed.¹⁴ According to Mohammad Hossein, *Murabahah* is buying and selling items with price beginning plus profit, which is agreed upon in the matter, and this seller must tell the price tree, he sells and determine the rate of profit in addition.

By this means, *Murabaha* financing is an agreement provision of items based on an agreement sell-buy, in which where bank finance or purchase requests for items or investments for customers, and then sell it back to the customer, plus the agreed profit, and pay in installments over time.¹⁵

There is several get along *Murabahah* contract, that must be fulfilled in transactions:¹⁶

1. The perpetrator of the contract, namely *Ba'i* (seller), is the party who owns the items for sale, and *Musyitari* (buyer) is the part that need fund to buy things
2. Object contract or *Mabi'* (items to buys)
3. *Tsaman* (price)
4. *Sighah* (term of *Ijab* and *Qobul*)

Principle of *Murabaha* is usually used in financing purchase orders for investments item. *Murabaha* plans are very beneficial for a person who requests banks to finance the purchase of items and is willing them when the items are received. The selling price of the order is the cost price of items plus profit agreed upon; the agreement price sale has been stated in the sale and purchase agreement and cannot be changed to a fixed price; more expensive time validity contract.

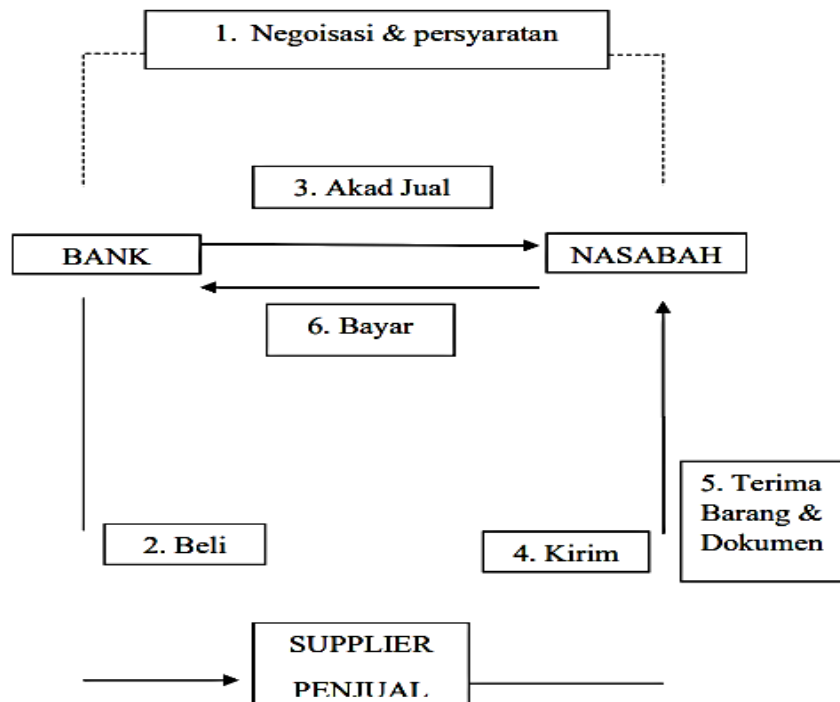
The *Murabahah* contract financing process in the scheme:

¹³Syelfi Bahtiana Putri, "Analysis of the Implementation of Murabaha Contracts and Rahn On Noble Products at Pawnshop Sharia Way Halim City Lampung (Thesis-UIN RADEN DIAMOND, Lampung: 2019), p.24

¹⁴Eddie Susilo, "Analysis Financing And Risk Banking Sharia Volume 2", p:208

¹⁵Retno Rizki Bi Hastuti "*Implementation Financing Murabahah Gold in Bank Danamon Sidoarjo* ,(Thesis UPN VETERAN: Surabaya), 2013, p. 20

¹⁶Ascarya, "*Contract And Product Sharia*," (Jakarta: PT King Grafindo), matter. 82



Schema of Akad or Murabahah Contract¹⁷

Details of the *murabahah* financing process on the scheme are as follows:

1. Negotiations and Requirements, at this stage part starting with relates to the bank which relates to the product wanted by the customer, purchase price and selling price, payment or repayment period, and other requirements that the customer must meet by the provisions of sharia banking which applies.
2. Bank buy product or items that agreed upon with customers. Banks usually buy from *suppliers*.
3. Sale and purchase contract, after the Bank buys the product according to the specified specifications of the wanted customer, and Bank sells it to the customer, accompanied by signing a contract to sell buy between the Bank and the customer. In the contract mentioned things related to sale *murabahah*. Moreover, conditions must be met.
4. The seller *supplier* sends items both right by the Bank to the customer, with a contract agreement that has been agreed between Bank and customers previously.
5. Sign accept items and documents; when the odds are already to the customer, the customer must sign the receipt and check with careful document integrity.

¹⁷Zulkifli, 2003, p. 40

6. Furthermore, the step is that customers pay the price of items they buy from the bank; then payment is made in a manner of installment over a period certain have agreed upon.

Kindly term *al-Rahn* in etymology is pawn or determination and detention. Meanwhile in terminology *al-Rahn* is holding one of borrowers as collateral for the loans they receive.¹⁸ *Ar-Rahn* has one of the borrower's as assets on loan, or accepted items the own mark economy ethically. Because of that, the controlling part of guarantees can regain the whole or part loan.¹⁹ Based on Sharia law, the mortgage or debtor fails to carry out his obligations and debt obligations arise, then all items which worthy made the guarantee. Collate there can be for sale when the recipient debt can not pay off the debt by the agreement of both parties party. Therefore, the creditor's rights are only related to collateral if debtors cannot pay off their debts.²⁰

According to Ulama fiqh, the terms of the guarantee are by the pillars of the guarantee is contained:²¹

1. Requirements for people who are in contract, namely according to *Jumbur Ulama*, are people which grown and reasonable.
2. *Sighat (ijab and qabul)*, according to Ulama Hanafiah that *Rahn* is not related under certain conditions.
3. Terms of *Marhun bib* (debt) is an obligation to return to people who owe a debt, which may be paid off with precise and economic collateral.

Get along guarantee according to *Jumbur Ulama*, besides *Hanafiah* is:

1. *Sighat (ijab and qabul)*, or person who vowed (*Rahn* and *Murtahin*)
2. Items used as collateral (*Marhun*)
3. Debt (*Marhun bib*)

Get along and valid condition warranty. This is explained as follows:

1. This ensures the required expert in managing his treasure (*Baligh* and intelligence)

¹⁸ Nispan Rahmi, "Contract Murabahah In Investment Metal Glorious On Pawnshop Sharia Banjarmasin," Journal of Studies Economy, Vol6, No 2, (December: 2015), p. 166

¹⁹ Pamonaran Manahaar, "Implementation Pawn Sharia (Rahn) For Support Economy Public in Indonesia," Journal of Business Law And Investment, Vol 10, No 2, (April 2019), matter. 100.

²⁰ Pamonaran Manahaar, "Implementation Pawn Sharia (Rahn) For Support Econ,omy Public in Indonesia," Journal of Business Law And Investment, Vol 10, No 2, (April 2019), matter. 100

²¹ Mukhlas, "Implementation of sharia pawning with murabahah and Rahn contracts", (Sebelas Maret University Yogyakarta, 2010), matter. 5

2. Person who guaranteed required regardless of debt and who wants to pay
3. Recipient guarantee required known by which ensure
4. Treasure which required many.
5. *Sighat of Ijab and Qabul* is required with pronunciation which shows a guarantee

Product Financing Ownership Gold or Installment Gold

According to Law of UU No. 7 1992 concerning banking as has been in an amendment to Law No. 10 of 1998 concerning banking in article 1 no. 12: "Financing based on sharia principles is the provision of money or bills that are equated with it based on approval or agreement between a bank party with other which financed for return the money or bill after a certain period with reward or profit sharing."

And no. 13: "Sharia principles is a rule-based agreement law Islam between banks and other parties for storage funds and or financing activity business, or Sharia activity, financing based on principle for results (*Mudharabah*), financing based on the principle of equity participation (*Musyarakah*), principle sell buy items in a manner transparent with mention profit (*Murabaha*), or lease for pure business (*Ijarah*), or with a choice transfer of ownership of items leased from the bank by another party (*Ijarah wa iqtina*)".²²

Objective financing consists of several benefits. That relates:

1. *Profitability*, namely in the form of profits generated by customers from the business which he managed.
2. *Safety*, namely the security of the achievements or facilities provided, must correct-guaranteed so that *profitability goals* can be truly achieved without obstacles.²³

Product installment gold is a product issued by Bank Sharia Mandiri for the community since March 25, 2013, which is a product of ownership gold bars. Product installment gold gives the chance public to own gold bars with method installments with the use of a contract *Murabahah* and bound by a *Rahn contract* as collateral. Ownership Financing Gold is given by Bank Sharia to help customers finance the purchase or ownership of gold from gold bars with methods and conditions which is easy and profitable, gold offered to start from a minimum weight of 10 grams up to 250 grams.

²² Binti Nur Aisha , "Practice Mini Bank sharia" (IAIN Tulungagung, 2014) matter. 2

²³Edi Susilo, Analysis Financing and Risk Sharia Banking , (Yogyakarta: Student Library , 2017), p . 3

Fatwa of the National Sharia Council of the Indonesian Ulama Council or DSN-MUI No. 77/DSN-MUI/2010

DSN-MUI issues Fatwa Number: 77/DSN-MUI/V/2010 regarding the permissibility of buying and selling gold in cashless (installments) was in, inaugurated on June 3, 2010, which was originally a form of application letter from the Bank Mega Sharia No. 001/BMS/DPS/1/10 dated 5 January 2010 regarding the application Golden Murabaha Fatwa.²⁴ In this fatwa, there is two considerations reason, which are shown for gold buying and selling transactions carried out by the community that has been going on, differences of opinion among the people, and considerations DSN-MUI who felt the need to set fatwa on this practice.²⁵

Sell Buying Gold with cashless is sell buy which is done with an installment or credit system, so it can be said that buying and selling gold non-cash means buying and selling gold on credit. In the contract of *Murabaha*, which implements payments in a tough or non-cash manner, the law changed. This is based on the letter of al-Qur'an: "*O you who have believed, when you contract a debt for a specified term, write it down. And let a scribe write [it] between you in justice. Let no scribe refuse to write as Allah has taught him. So let him write and let the one who has the obligation dictate.*" (Al-Baqarah: 282).²⁶

The paragraph in on covers the whole contract, cashless , including sell, buy tough way. In the legal terms of buying and selling tough, one of them is an object contract No gold, silver, and tool swap other by Jumhur Ulama grouped in items attached to the law of usury, the then it is not permissible to sell gold by credit because exchanging money for gold is required cash.²⁷

The Financing Ownership Gold same with Fatwa of the National Sharia Council of the Indonesian Ulama Council or DSN-MUI No. 77/DSN-MUI/2010 about sell buy gold cashless states that the law of buying and selling gold is cashless either through buying and selling ordinary or buying and selling *Murabaha*, the law is permissible (*mubah, jazz*) as long as gold does not become the official medium of exchange (money). And buying and

²⁴ DSN-MUI Fatwa Number: 77/DSN-MUI/V/2010 Concerning Sell Buy Gold kindly No Cash, p . 11

²⁵ DSN-MUI Fatwa Number: 77/DSN-MUI/V/2010 Concerning Sell Buy Gold kindly No Cash, p . 11

²⁶ Ministry of Religion of the Republic of Indonesia, *Al-Qur'an and Its Translation*, Jakarta: PT Intermedia, 1974, p . 69

²⁷ Martyr Abu Shakir , *Science Business & Banking Perspective of Salafi Ulama* , (Bandung: Tokobagus Team , 2011), p . 131

selling gold is not limited to cash with the following conditions:²⁸

1. *Tsaman* (price sell) no can increase during the period has been agreed, although there is an extension time after falling tempo.
2. Gold bought with no payment cash can be made guaranteed (*Rahn*),
3. Gold used as collateral, as referred to number (2), may not be traded or traded made object contract other Which cause can transfer of ownership.

Implementation *Akad Murabahah* and *Rahn* in Financing Program of Product Gold Model License in The Bank Sharia of Indonesia Perspective fatwa DSN-MUI No. 77/DSN- MUI/V/2010

Proprietary product gold or gold installment is one of the facilities provided by BSI to help customers to finance the purchase/ownership of gold in the form of bullion (bars) with a minimum amount is 10 grams which are issued and certified by PT Antam. This gold installment financing product uses a akad *Murabaha* and *Rahn* (collateral binder), namely a sale and purchase contract in the Bank as the seller and the customer is buying by provided that there is a profit (*margin*) is already agreed upon by both sides.

In this case, PT. Bank Sharia of Indonesia KCP Mojokerto first do purchase gold which is ordered by customers to party suppliers. After the gold is owned by PT. Bank Sharia of Indonesia KCP Mojokerto, gold will be for sale to customers with price sale, which already included profit (*margin*) based on the agreement second split party. The objective of this gold installment financing is investing and financing the purchase of gold with payment which can be done in a manner cash or with installment by customers.

After the transaction process buy and sell (*Murabahah*), the customer does buying and selling in cash or installments will later become a *Akad Rahn* because the gold that the customer wants will first be bought and held by the Bank, later when the new installment is paid off handed over to customers.²⁹

Provision financing product installment gold provision costs which must be prepared that is:

1. Cost of administration thawing

²⁸ Zaenuri, " Concept Financing Ownership Gold in Islamic Banking, Journal at- Taqaddum, Vol 6, No. 2, (November 2014), p . 319

²⁹Mr. Anasrullah, Gold Pawn Employee, personal interview with Bank Syariah Indonesia KCP Mojokerto, 03 August 2021

2. Cost of administration
3. Cost of insurance guarantee
4. Cost of duty stamp

Products of gold bar ownership in Bank Sharia of Indonesia (BSI) in KCP Mojokerto is according to perspective DSN MUI No. 77/DSN- MUI/V/2010 regarding the permissibility of buying and selling gold illegally cash must be accompanied by limitations and conditions:

1. Price of sell (*Tsaman*) can not increase during the period agreement, although there is an extension of time after maturity.

Implementation transaction sells buy gold in Bank Sharia of Indonesia (BSI) KCP Mojokerto done a manner cashless using *Akad Murabaha* and *Rahn*. The buying and selling price of gold is done a manner credit price that begins determined by the party bank along with the number of installments that must be paid by the customer every month; in this case, the number of installments that must be paid by the customer will always be same every month, and no will increase or decrease through price gold experience increase or decline. Payment installment is based on the initial agreement between the customer and the Sharia pawnshop. Payment installment must be paid by customers every month, And Installment payments are *flat* in the sense that they remain the same every time month. There is no addition or reduction in installments even though the price of gold on the market is experiencing an increase or decrease.

2. Gold bought with cashless payment can be used as collateral (*Rahn*).

After customers conduct buying and selling transactions of gold bullion ownership in Bank Sharia of Indonesia (BSI) KCP Mojokerto with cashless, then it will become a *Akad Rahn*, because when customers give money advance to party bank. When a *Murabahah* or buying and selling contract takes place, and when the customer pays in kind installments occur *Akad Rahn* because of the gold that the customer wants first will be held by the Bank. In this gold buying and selling transaction contains high risk, the Bank does not stipulate a fiduciary guarantee to customers because gold is the object of the transaction according to the contract detained by the parties bank; after gold the paid off, just submitted to customers, this is by the MUI Fatwa which allows gold to be bought with cashless payments as collateral

(*Rahn*).

3. Gold that used as collateral, as referred to point 2, may not be used as collateral traded or made object contract other which causes transfer of ownership.

The guarantee of installments gold by the customer cannot be transferred to another party or become another object of the contract, which may result in a transfer of ownership. Road other which can be done by customers if already no able to pay is to tell the Bank that the customer concerned is no longer able to pay, later the Bank will sell or auction the gold, which will later be the result of the sale used to cover the remaining installments and if there is a balance will be returned to customer side.

By provision of fatwa DSN-MUI No. 77/DSN-MUI/V/2010 concerning buying and selling gold in a manner cashless on point 3 (three) Which state gold Which made guarantee as referred to in number 2 may not be bought or sold made object contract other Which cause displacement ownership. Provisions contained in the DSN-MUI Fatwa Number 77/DSN-MUI/V/2010 according to the writer if seen from facet customers so practice Which performed on Bank Sharia Indonesia KCP Mojokerto Already by What Whichthere is in Fatwas MUI the.

CONCLUSSION

From the results study which a has writer do, as an answer from the problem which studied in the study can take some conclusions as follows:

1. Product of Financing Ownership Gold in Bank Sharia of Indonesia (BSI) uses *a Akad Murabaha* tied to *Rahn*. *Murabahab* originating from the word *Riba* or profit, is a sale and purchase transaction where the Bank calls the amount the advantage. Bank Act as seller, and temporary customers as a buyer. Price sell is price buy of the bank from supplier plus profit (*margins*). The second split party must agree on the price to be sold and the term of payment. The selling price is stated in the sale, and purchase contract, and if it has been agreed upon, no can change during the validity contract. In contrast, *Murabahab* payment methods can be in cash and can be in installments and then bound with *a Akad Rahn*.
2. That buying and selling gold in cash at PT. Bank Sharia of Indonesia (BSI) KCP Mojokerto implementation by Fatwas DSN-MUI No. 77/DSN-MUI/V/2010, that is:
 - a. Price gold during on period installment there is no an addition or reduction in

- installments even though the price of gold in the market has increased or declined.
- b. Gold during the installment period by the customer will be held by the Bank after the new paid off delivered to customers.
 - c. And guarantee cannot happen is an object contract by other Bank Sharia of Indonesia as well as by customers.

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