

Akad Musyarakah as Productive Waqf Aspect to Optimizing Ar-Rahman Mart According to Fatwa DSN-MUI

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ABSTRACT

Growing of efficient waqf it's also done by means of participating with third parties, supported by issuance of the DSN-MUI Fatwa number: 08/DSN-MUI/IV/2000. So, the study aims to determine how the practice of akad Musyarakah at Ar-Rahman Mart and how the practice of akad musyarakah in perspective of Fatwa DSN-MUI No: 08/DSN-MUI/IV/2000 at Ar-Rahman Mart (ARM). This research is qualitative research with the type of case study through method of interview and documentation. The results obtained are the practice of akad musyarakah at Ar-Rahman Mart use musyarkah or Franchise system or KASOEIBI (Sharing Economic Cooperation or Kerjasama Ekonomi Berbagi) for 5 years beginning in 2019, profit sharing is 9:1 for CV Ar-Rahman and Alfamart, cause this cooperation have same goals to increasing society economic and in Ar-Rahman Mart produce waqf wealth to convert Masjid through profit motivation. The franchise system has principle of openness and prudence by sharia principles, but unfortunately, its contract does not fulfill all rules contained in the DSN-MUI Fatwa, this is because both parties have provided capital, but in the management and operation that occurred at Ar-Rahman Mart, the Ar-Rahman Foundation and CV Ar-Rahman did not have the authority to control the business activities in Ar-Rahman Mart every day.

Keywords: Akad Musyarakah, Productive Waqf, Ar-Rahman Mart, Fatwa DSN-MUI

ABSTRAK

Penumbuhan wakaf yang efisien juga dilakukan dengan cara turut serta dengan pihak ketiga yang didukung dengan dikeluarkannya Fatwa DSN-MUI nomor: 08/DSN-MUI/IV/2000. Maka penelitian ini bertujuan untuk mengetahui bagaimana pengamalan akad Musyarakah di Ar-Rahman Mart dan bagaimana pengamalan akad musyarakah dalam perspektif Fatwa DSN-MUI No: 08/DSN-MUI/IV/2000 di Ar-Rahman Mart. Penelitian ini merupakan penelitian kualitatif dengan jenis studi kasus. Hasil yang diperoleh adalah praktek akad musyarakah di Ar-Rahman Mart menggunakan sistem musyarkah atau Waralaba atau KASOEIBI (Kerja Sama Ekonomi Berbagi) selama 5 tahun dimulai pada tahun 2019, bagi hasil 9:1 untuk CV Ar-Rahman dan Alfamart, karena kerjasama ini memiliki tujuan yang sama yaitu meningkatkan perekonomian masyarakat dan di Ar-Rahman Mart menghasilkan harta wakaf untuk mengkonversi Masjid melalui motivasi keuntungan. Sistem waralaba mempunyai prinsip keterbukaan dan kehati-hatian sesuai dengan prinsip syariah, namun sayangnya akadnya tidak memenuhi seluruh aturan yang terdapat dalam Fatwa DSN-MUI, hal ini dikarenakan kedua belah pihak telah memberikan modal, namun dalam pengelolaan dan operasional yang terjadi di Ar-Rahman Mart, Yayasan Ar-Rahman dan CV Ar-Rahman tidak mempunyai kewenangan untuk mengontrol kegiatan usaha di Ar-Rahman Mart setiap hari.

Kata Kunci: Akad Musyarakah, Wakaf Produktif, Ar-Rahman Mart, Fatwa DSN-MUI

INTRODUCTION

With the advancement of productive waqf it is usually carried out by collaborating with third parties, this has been supported since the issuance of the DSN-MUI Fatwa Number: 08/DSN-MUI/IV/2000 regarding akad musyarakah. Furthermore, waqf is one of Islamic philanthropy in Islam (Amrullah et al., 2022), it not only helps other Muslims but also to develop the economy of the Umma without confiscation of property by any particular party within the Umma as the whole belongs to the Umma. Considering Indonesia is a country with a predominantly Muslim population and huge potential for waqf, it could help develop waqf in its administration to benefit the Umma (Syamsuri et al., 2020).

According to the world population review, Indonesia occupies the fourth position as the most populous in the world, with an estimated population of 277,873,494 people. Indonesia is the country with the most Muslim population, with the percentage that Muslims as much as 87%, Christians as much as 9.87%, Hindus as much as 1.69%, Buddhists as much as 0.72%, and people who believe in other religions as much as 0.56%. (Review, 2023, Accessed On 23rd Of Oktober 2023 At 08.48 WIB)) Derived from these data, it can be known that Indonesia has a large waqf land and has the potential to be used as a productive waqf in handling the Indonesian economy and increasing ummah's prosperity.

As informed by the Ministry of ATR/BPN in 2019, Indonesia has a waqf land area of 111,481,173 m² which already has a waqf land certificate from BPN (National Defense Agency) (Wakaf, 2019). A previous study about combining waqf's assets by akad musyarakah with third parties to optimize waqf's benefit. This way following Singapura's success in using akad musyarakah to manage its waqf as submitted by the Indonesia Waqf. Singapura makes waqf's assets funded through sukuk or Islamic bonds in the capital market with profit sharing by akad musyarakah or musyarakah bonds. Sukuk was set up to fund two prolific Waqf projects valued at S\$60 million or approximately IDR 585 billion.

This sukuk is the prima donna of social investment in Singapore. This is because MUIS is an ISO9001-certified management practices institution, ensuring that

Singapore's cafe management is professionally run and meets international standards. All profits generated by these productive waqf assets will be distributed to multiple social and religious sectors such as mosques, madrasas, and poor people not only in Singapore but in other countries such as Saudi Arabia, India, and Indonesia (Indonesia, 2022, Accessed On 2nd of January 2023 At 18.05 WIB). According to previous study, that showed benefit of *musyarakah*. So, for increasing waqf wealth in Indonesia with using *musyarakah* as one way out. Same to Ar-Rahman waqf, its needs to increasing with third parties who has good managing for increasing its wealth. Therefore, the study has limitation by Ar-Rahman Mart as one of object to increasing waqf productive wealth through third part is Alfamart which used *akad musyarakah*.

Al-Musyarakah, also known as *syirkah*, is a contract of collaboration between two or more parties for a specific company in which each party contributes capital with the understanding that the profits and risks would be divided according to the agreement (Rojikin, 2022). Like a property rights partnership or a business partnership (Siregar et al., 2021). Meanwhile, based on the opinion of the language, the Fuqaha are contradictory regarding the definition of *syirkah*, including based on the opinion of Sayyid Sabiq, what is meant by *syirkah* is "a contract between people who are united in capital and profits".

Akad Musyarakah has several benefits for the perpetrators. Among them; The ease of obtaining capital for business development, in the *musharakah* contract is quite profitable because of the principle of profit sharing. Then in the *musharakah* contract, there is also a very flexible fee refund mechanism, which means it can be monthly and can be at the same time at the end of the period. In jurisprudence, the division of the *musharakah* ratio is determined at the beginning by looking at the percentage of capital and business management. The nominal amount of money that must be divided into *musharakah* is determined after knowing the possible profits or losses of the business being run (Zamahsyari, 2022).

In Wahbah Zuhaili's work entitled *muamalah maliyah mu'ashiroh* he declared *shirkah* based on the Qur'an, sunnah, and *ijma'*, in the word of Allah SWT in Surah An-Nisa verse (الزحيلي, ٢٠٠٢);

فَهُمْ شُرَكَاءُ فِي الثُّلُثِ

“.. so they unionized on one-third..”

The second is in Surah As-Shad verse 24;

وَإِنَّ كَثِيرًا مِّنَ الْخُلَطَاءِ لَيَبْغِي بَعْضُهُمْ عَلَىٰ بَعْضٍ إِلَّا الَّذِينَ آمَنُوا وَعَمِلُوا الصَّالِحَاتِ

“And verily most of the people of association some of them are cruel to others, except those who believe and do righteous deeds; and very few of these are”

In addition, Allah also explained it in a Qudsi hadith which *explains*,

“Verily, Allah azza wa jallah said, "I am the third party of two people in the association as long as one does not betray the other. If one of the parties betrays me, I get out of the” (H.R. Abu Daud) (الزحيلي, ٢٠٠٢).

While in Indonesia the provisions of the musharakah contract have been regulated and are located in Fatwa DSN-MUI Number 08/DSN-MUI/IV/2000, as follows (DSN-MUI, 2000):

Stipulate: Fatwa Of Musyarakah Finance

Some Conditions:

1. The statement of ijab and qabul must be stated by the parties to indicate their will in entering into the contract (akad), taking into account the following:
 - a) Offer and acceptance must explicitly indicate the purpose of the contract (akad).
 - b) Acceptance of the offer is made at the time of the contract.
 - c) The agreement is outlined in writing, or by using modern means of communication.
2. The contracting parties must be legally proficient, and pay attention to the following:
 - a) Competent in granting or being granted representative power.
 - b) Each partner must provide funds and work, and each partner performs work as a representative
 - c) Each partner has the right to manage musharakah assets in the normal course of business.
 - d) Each partner authorizes the other partner to manage assets and each is deemed to have been authorized to carry out musharakah activities with due regard to

the interests of its partners, without committing negligence and deliberate errors.

- e) A partner is not allowed to withdraw or invest funds for his benefit
3. The object of akad (capital, work, profit, and loss) (DSN-MUI, 2000)
- a) Capital
 - 1) The capital provided must be cash, gold, silver, or of similar value. Capital can consist of trading assets, such as goods, property, and so on. If the capital is in the form of assets, it must first be valued in cash and agreed upon by the partners.
 - 2) The parties may not borrow, lend, donate, or gift musharakah capital to the other party, except based on agreement.
 - 3) In principle, in musharakah financing, there is no guarantee, but to avoid irregularities, LKS can ask for guarantees.
 - b) Work
 - 1) The participation of partners in the work is the basis for the implementation of musharakah; however, equal portions of work are not a requirement. One partner may do more work than another, in which case he may demand an additional share of profits for himself.
 - 2) Each partner carries out work in musharakah on behalf of his personal and representative partners. The respective position in the organization of work must be described in the contract
 - c) Benefits
 - 1) Profits must be quantified to avoid discrepancies and disputes at the time of allocation of profits or termination of musharakah.
 - 2) Any partner's profits shall be distributed proportionally based on all profits and no predetermined amount shall be set for a partner.
 - 3) A partner may propose that if the profit exceeds a certain amount, the excess or percentage is given to him.
 - 4) The profit-sharing system must be clearly stated in the contract.
 - d) Losses. Losses shall be divided among the partners proportionally according to their respective shares in the capital.
4. Operating Costs and Dispute (DSN-MUI, 2000)

- a) Operating expenses are charged to joint capital
- b) If one of the parties does not fulfill its obligations or if there is a dispute between the parties, then the settlement shall be made through the Shari'ah Arbitration Board after no agreement has been reached through deliberation

After explained the benefit and the regulation for apply *akad musyarakah* with third party, the researcher realized there are still many shortcomings in explaining existing data. So it is expected that the reasercher can further be perfected existing deficiencies. In addition, it is expected that researcher can further expand the discussion of research, be more useful to inform the wider community. Therefore, the study aims to show another way in which focus on increasing waqf's assets by *akad musyarakah* in collaboration with the third part and how is perspective of Fatwa DSN-MUI Number 08/DSN-MUI/IV/2000 about *akad musyarakah* at Ar-Rahman Mart.

METHODS

In this study, researchers used qualitative descriptive techniques (Hutari Dwi Putri & Sita Devi, 2022). Qualitative is a method of responding to a problem that arises in the environment and studied in depth using a construction process through collecting facts, data and information from informants to describe, explain and illustrate so that it can be concluded in the form of finding the meaning of each phenomenon (Pahleviannur et al., 2022). Qualitative research is usually used for "exploration" and quantitative research is generally used to "measure," the latter commonly used by mathematics and natural sciences academics. (Darmalaksana, 2020)

Data collection by interviews, observation, and documentation. Interviews has been carried out with 3 parties, namely CV Ar-Rahman treasurer, CV Ar-Rahman manager, and Alfamart employee. CV Ar-Rahman Treasurer is Mr. Maryudhi, he has been treasurer CV Ar-Rahman since 2019 which manage the result of waqf wealth in Ar-Rahman Mart which will give the proceed to prosperous Masjid Ar-Rahman and the society. CV Ar-Rahman manager is Mr. Masgur, he has been manager since 2019 and manage all operation in Masjid Ar-Rahman, not only the operational and activities, but the distribution waqf wealth result to increasing prosperous Masjid Ar-Rahman.

The last is Ar-Rahman Mart employee is Mr. Edi, he has been employee since first year at Ar-Rahman Mart exist at 2019. Observation and documentation had been

held at Masjid Ar-Rahman and Ar-Rahman Mart. This research had been held in 2021 at Ar-Rahman Mart, Mantingan, Ngawi Regency, Indonesia. This study was used primary and secondary data types. Primary data is data obtained from the original or first source, such as interviews, observations, and documentation. Secondary data is data obtained by methods not directly related to the source or using the data source that has been presented before but is relevant to the study discussed (Al, 2022).

Such as previous research, Indonesia Waqf Agency (BWI), Central Statistics Agency (BPS), books, journals, and other supporting sources that are related to the research. Data processing for qualitative, namely (Pahleviannur et al., 2022);

a. Data reduction

The data obtained is written in the form of reports or data detailed. Reports prepared based on data. What is obtained is reduced, summarized, selected things main, focused on the important things. Results data undertake and sort based on units specific concepts, themes, and categories will provide a sharper picture of the observation results as well makes it easier for researchers to search for data again addition to previous data obtained if required.

b. Data display

The data obtained is categorized according to principal problems and made in matrix form so that makes it easier for researchers to see patterns of relationships one data with other data.

c. Analysis

Data Examples of data analysis used like models Content Analysis, which includes clarification activities symbols used in communication, using criteria in clarification, and use analytical techniques to predict. There are activities carried out in this analysis process includes:

1. Determining certain symbols,
2. Data classification based on symbols/symbols and,
3. Make predictions on data.

d. Taking conclusions and verify

From previous activities, the next step is concluding and verifying data that has been processed or transferred into a form that suits the problem solving pattern which is conducted.

FINDINGS AND DISCUSSION

Akad Musyarakah At Ar-Rahman Mart

For analysis of the akad musyarakah of productive waqf at Ar-Rahman Mart is divided into several parts, namely:

First, the supervision comes from Alfamart in full. In the management and operation that occurred at Ar-Rahman Mart, the Ar-Rahman Foundation and CV Ar-Rahman did not have the authority to control the business activities in Ar-Rahman Mart every day. At the beginning of the contract between CV Ar-Rahman and Alfamart that the management of the entire system and operations came from Alfamart. While CV Ar-Rahman will receive the profit after this effort is made, at each period determined when the agreement is made. So that all activities related to this business are supervised by Alfamart, including the supply of goods and all transactions in Ar-Rahman Mart. Cause the division of capital in this partnership in general, CV Ar-Rahman gives the land, building, and all costs needed to establish this business, whereas Alfamart must monitor all daily operations and business activities every day.

So, it was found that several transactions and goods that did not meet Sharia provisions. Even though, PT Alfa Retailindo, Tbk or Alfamart was established in 1999, there is no doubt about the system in its business management and can develop this business well through the system owned by this company. This company already has enough partners and employees so that the operation of each business under the authority of this company has been systemized by the existing SOP (Life, 2021). Through a report conducted by Alfamart, CV Ar-Rahman can assess the level of income each year at Ar-Rahman Mart. The report, CV Ar-Rahman can assess how much profit is obtained when using partnership cooperation. In the assessment given CV Ar-Rahman can provide the following way to extend the contract or not, from this partnership cooperation when the agreement has expired.(Mart, n.d.)

Second, the comparison of profit results between CV Ar-Rahman and Alfamart is 9:1. In the agreement contract between The Ar-Rahman Foundation or CV Ar-Rahman with Alfamart Rembang branch conducted by Mr. Maryudhi as a representative of CV Ar-Raman and Mr. Ali as a representative of Alfamart aims to get profit for both parties. This agreement is then understood as based on a partnership foundation for profit sharing of 9:1. If noticed from the form of franchise agreements in Alfamart is a

form of a development agreement from of cooperation in general. This is because franchisors and franchisees form cooperation within a certain period to do business (Widjoyo, 2022).

The franchise that is the basis of this cooperation, aims to benefit both parties. However, with the element of the prosperity of the Masjid that is used as a foundation, CV Ar-Rahman gets a huge profit and there is no distribution of profit proceeds as big as this agreement contract. In addition, the CV Ar-Rahman manager is looking for a partnership partner who is already an expert to reduce the risks that may occur in the future, and still attach importance to the profits that will be generated for the benefit of the Masjid. With the prosperity element of this Masjid, Alfamart approved this agreement because there is indeed a program from Alfamart itself that wants to empower the community to help build the nation's economy by fostering a self-employed soul and business partnerships. Although unfortunately, only Alfamart can continue the agreement, because many other parties also do not accept if the provision of profit results in comparison of that size, Islamic partnership parties. So that this agreement was made with the terms agreed by both parties in Solo.

Third, all employees are from Alfamart (Purnama, 2021). Alfamart systematically has requirements for anyone who wants to become an employee there, including employees who are in Ar-Rahman Mart. After becoming an employee, the selected person will be trained to serve consumers well. Existing regulations for employees are fixed and systemized, so all employees must follow all current rules, including ethics and procedures for serving customers. Employee ethics used is a smile and greeting that always takes precedence so that customers feel comfortable if they want to shop. In addition, the facilities provided make consumers feel good service and will attract their attention to do repeated shopping at Ar-Rahman Mart. Derived from existing regulations for employees in the manner of serving consumers, consumers have a good assessment of this business. In addition, the inventory of goods is always supervised and controlled by Alfamart employees so that there is never a vacancy of goods on shopping shelves, moreover, there are expired items on display. This has been minimized to serve consumers as well as possible (Multimedia, 2021).

Fourth is the interior of the building in Ar-Rahman Mart. Every minimarket under Alfamart's authority will follow Alfamart's interior decoration, including Ar-

Rahman Mart. Therefore Ar-Rahman Mart follows the entire interior of the building in Alfamart, from the Ar-Rahman Mart nameplate, the position of the cashier, sales shelves, parking lots, and so on. The difference with Alfamart's other shade supermarkets is that only Ar-Rahman Mart writing on the nameplate that Alfamart supports no writing. This was done on the orders of the Ngawi Regency Government because of complaints by some people about Alfamart which is owned by non-Muslims (Mart, 2021).

Fifth, the time contract. This agreement was made precisely three months before the opening of Ar-Rahman Mart which coincided on November 11, 2019, in Mantingan District (Multimedia, 2021). The agreement made by CV Ar-Rahman and Alfamart has agreed to cooperate for five years after creating this contract. After several years of Ar-Rahman Mart running, CV Ar-Rahman felt that this cooperation was very helpful in developing the productive waqf land that was here. Therefore, when this contract has expired, there will be an extension of the partnership contract between CV Ar-Rahman and Alfamart (Widjoyo, 2022). CV Ar-Rahman's satisfaction with Alfamart's management has shown that the management of waqf land that wants to be productive by doing partnerships with third parties is beneficial in its development. Moreover, the party used as a business manager of the waqf land is already an expert, it can significantly help the plot of waqf land through this partnership. However, it is unfortunate that this partnership is still carried out together with operationally less Islamic partners.

Sixth, promotion for support in operations. Its Ar-Rahman Mart uses advertisements to attract consumers' attention and make it an important element in getting a buyer. As data from the results of the study, Ar-Rahman Mart uses many promotions to attract visitors' attention, such as price packages, premiums and daily promos, and so on. But unfortunately, some less Islamic transactions are still carried out at Ar-Rahman Mart such as lotteries held near the cashier. This attracts attention and encourages consumers to make repeated purchases to get a prize from the lottery.

Seventh, the financial statements. Ar-Rahman Mart uses franchise as a financial statement which has the principle of openness and prudence suitable with the principles of Sharia transactions and here called by KASOEIBI (Sharing Economic Cooperation or Kerjasama Ekonomi Berbagi). Franchises are very useful in improving the development

of small businesses, so it can be justified in Islamic law because it has benefits in the help of small businesses including in financial matters. The Ar-Rahman Mart partnership system is based on profit-sharing cooperation through the franchise where the financial statements will be notified to cv Ar-Rahman at each period determined when the agreement is made (Multimedia, 2021).

Akad Musyarakah at Ar-Rahman Mart Persfective of Fatwa DSN-MUI Number 08/DSN-MUI/IV/2000

After the explanation above regarding the DSN-MUI Fatwa Number 08/DSN-MUI/IV/2000 (DSN-MUI, 2000) and the explanation of how the musyarakah contract is used at Ar-Rahman Mart. The following is a review of the MUI's DSN fatwa regarding the application of the musyarakah contract at Ar-Rahman Mart.

1. Follow the provisions of Article 1 point a,b, and c regarding ijab qabul;

This agreement was made precisely three months before the opening of Ar-Rahman Mart which coincided on November 11, 2019, in Mantingan District (Multimedia, 2021). The agreement made by CV Ar-Rahman and Alfamart has agreed to cooperate for five years after creating this contract.

2. Follow the provisions of Article 2 regarding the legal competence of each party,
 - a) The agreement contract between The Ar-Rahman Foundation or CV Ar-Rahman with Alfamart Rembang branch conducted by Mr. Maryudhi asa representative of CV Ar-Raman and Mr. Ali as a representative of Alfamart aims to get profit for both parties
 - b) In points b,c, d, and e, both parties have provided funds, however, the supervision comes from Alfamart in full. In the management and operation that occurred at Ar-Rahman Mart, the Ar-Rahman Foundation and CV Ar-Rahman did not have the authority to control the business activities in Ar-Rahman Mart every day. At the beginning of the contract between CV Ar-Rahman and Alfamart that the management of the entire system and operations came from Alfamart.
3. Following the provisions of Article 3 regarding the object of the contract (capital, work, profit, and loss),
 - a) Capital from both parties in the form of goods, such as from Alfamart goods to be sold, while from CV Ar-Rahman buildings, computers, and land used

for Ar-Rahman Mart operations. If cashed CV Ar-Rahman provides greater capital than Alfamart.

- b) For work, there is no division for both parties but will be supervised by Alfamart from all aspects, both sales and operational supervision of goods because Alfamart has such provisions and CV Ar-Rahman must follow those provisions. But this is contrary to the provisions of the Fatwa at this point which calls for work to be carried out together as a form of contribution in the effort and basis for the implementation of musharakah.
 - c) For the net share of the proceeds from this cooperation by 90% for the Ar-Rahman Foundation and 10% for Alfamart, this division was approved because the proceeds from Ar-Rahman were purely utilized for the welfare of the Masjid Ar-Rahman. The distribution of results determined by The Ar-Rahman Foundation is indeed the largest in Indonesia, because, from the Foundation side, it wants to produce its wealth and waqf land as much as possible.
 - d) Losses, will be borne together, this is because this profit sharing is done after all financing is completed, such as operational financing and other financing needs. As for losses, Alfamart's administrative management will work on losses because Alfamart already has a fixed system (Multimedia, 2021 accessed On November 3, 2021 at 19:07 WIB).
4. Following the provisions of Article 4 regarding operations and disputes,

All financing will be borne by CV Ar-Rahman because profit sharing will be predominantly given to CV Ar-Rahman and Alfamart only as Ar-Rahman Mart operational actors and suppliers of goods to be sold. Then if there is a dispute, between both parties consensus will be carried out to resolve the problem, until now there are no problems found between the two parties and this greatly helps the development of CV Ar-Rahman in developing the Ar-Rahman Mart business.

While Alfamart is tasked to run this business with the Alfamart organizational system. All the needs of this business will be provided by Alfamart such as the distribution of goods sold, business promotions, officers who run operations, and so on. All the monitoring at Ar-Rahman Mart is carried out by Alfamart employees consisting of the shop head, assistant store head, and cashier or salesperson. The operation of Ar-

Rahman Mart, under Alfamart's managerial authority, follows Alfamart's entire system (Mart, n.d.).

CONCLUSION

Ar-Rahman Mart is cooperation between CV Ar-Rahman and Alfamart, which uses akad musyarakah for this cooperation. The illustration of akad musyarakah at Ar-Rahman Mart, namely; 1) This cooperation is based on the Franchise system or KASOEIBI (Sharing Economic Cooperation or *Kerjasama Ekonomi Berbagi*), 2) In cooperation includes a kind of *musyarakah* cause it using profit sharing, 3) For the net share of the proceeds from this cooperation by 90% for the ar-Rahman Foundation and 10% for Alfamart, profit sharing is done after all financing is completed, such as operational financing, losses, and other financing needs, 4) Ar-Rahman's Foundation cooperation with Alfamart is 5 (five) years, and 5) Mr. Mahyudi claim by this cooperate, Ar-Rahman Mart get increase Masjid Ar-Rahman welfare, cause Alfamart has good management and it known as Masjid Ar-Rahman which cared by Ar-Rahman Mart result.

Furthermore, Fatwa DSN-MUI Number 08/DSN-MUI/IV/2000 perspective about akad musyarakah at Ar-Rahman Mart. This agreement was made on November 11, 2019, in Mantingan District for five years which was made by CV Ar-Rahman and Alfamart. Regarding legal competence, the agreement contract conducted by Mr. Maryudhi as a representative of CV Ar-Rahman and Mr. Ali as a representative of Alfamart aims to get profit for both parties. Capital from both parties is in the form of goods, such as from Alfamart goods to be sold, while from CV Ar-Rahman buildings, computers, and land used for Ar-Rahman Mart operations. If cashed CV Ar-Rahman provides greater capital than Alfamart. Both parties have provided capital, but In the management and operation that occurred at Ar-Rahman Mart, the Ar-Rahman Foundation and CV Ar-Rahman did not have the authority to control the business activities in Ar-Rahman Mart every day. So from above can summarized that operational Ar-Rahman Mart is contrary to the provisions of the Fatwa at this point which calls for work to be carried out together as a form of contribution in the effort and basis for the implementation of *musharakah*.

Suggestion for the study about implementation akad musyarakah should follow the sharia provision on Fatwa DSN-MUI event the cooperation with non-sharia

institution. From the finding, the reader can know that the research can be used to develop productive waqf science and its development through third part. The study has limitation by Ar-Rahman Mart as one of object to increasing waqf productive wealth through third part is Alfamart. Recommendation for the research about the application akad musyarakah should get supervision for controlled the operational so all activities follow the regulation of akad musyarakah in Fatwa DSN-MUI.

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