

TABLE OF CONTENTS

COVER	ii
PAGE OF APPROVAL.....	iii
ORIGINALITY STATEMENT.....	vi
CURRICULUM VITAE	vii
MOTTO	ix
DEDICATION	x
ACKNOWLEDGEMENT.....	xi
TABLE OF CONTENT	xiii
ABSTRACT.....	xiv
CHAPTER I: INTRODUCTION	
A. Context of Study.....	1
B. Problem Formulation	8
C. Purpose of Study	8
D. Terms and Definition.....	8
E. Theoretical Framework.....	9
F. Literature Review.....	14
G. Research Methodology	18
CHAPTER II: GENERAL OVERVIEW OF SHARIA COMPLIANCE FULFILLMENT ON MUDHARABAH FINANCING PERFORMANCE THROUGH ASYMMETRY INFORMATION	
A. <i>Mudharabah</i> Contract as a Product of Islamic Banking.....	22
1. Islamic Banking under Indonesian Law.....	22
2. Advantage and Disadvantage of Islamic Banking	25
3. Principles of Islamic Banking.....	28
4. <i>Mudharabah</i> Contract.....	35
5. Terms and Condition of <i>Mudharabah</i> Contract.....	37
6. Implementation of <i>Mudharabah</i> Financing Contract	39
B. Sharia Compliance Principle	41
1. Sharia Compliance as Supervisory Aspect of Islamic Banking.....	41
2. Urgencies of Sharia Compliance Fulfillment in Islamic Banking	45
C. General Concept of Asymmetry Information	48
1. Asymmetry Information.....	48
2. Perspective of Islamic Law towards Asymmetry Information	50
CHAPTER III: ASYMMETRY INFORMATION IN MUDHARABAH FINANCING AND ITS LEGALITY OF THE CONTRACT	
A. Asymmetry Information on Islamic Banking Infringe Sharia Compliance	56
B. Legal Effect of Sharia Compliance Fulfillment on <i>Mudharabah</i> Financing Performance Through Asymmetry Information on Islamic Banking	61
C. Case Study of Asymmetry Information Between DAPENDA, Bank Syariah Mandiri and P.T Sari Indo Prima.....	69
CHAPTER IV: CONCLUSION AND RECOMMENDATION	
A. Conclusion	75
B. Recommendation.....	75
BIBLIOGRAPHY	77