



Evaluation of the Model Regulation of Home Ownership Financing based on Islamic Sharia in accommodating PPR of Islamic Banks and non-banks

Emma Maripah^{1,*}, Firmansyah Pratama Alim², Ika Rahmanningtyas³

¹ Dumoga University Kotamobagu, Indonesia

² Dumoga University Kotamobagu, Indonesia

³ Dumoga University Kotamobagu, Indonesia

¹emmamareefa@gmail.com; ²Firmansyahalim@gmail.com; ³ikamartiningtyas0110@gmail.com

* emmamareefa@gmail.com

ABSTRACT

The research discusses the evaluation of Home Ownership Financing (PPR) regulations in terms of sharia compliance, the availability of regulations, and the relevance of technical operational implementation in accordance with sharia principles. Sharia PPR is implemented through Sharia Banks and non-banks implemented by sharia developers. The challenge is that there are discrepancies in its implementation, both sharia, legal, and operational. This condition opens up opportunities for the development of non-bank Sharia PPR, which is carried out by sharia developers, to carry out different Sharia PPR schemes, through access to more sharia and easier financing, because without BI checking, without banks, without false contracts, and claimed to be free from elements of maisir, gharar, and usury. This scheme is an attraction for the public to access non-bank Islamic PPR. The problem is that non-bank Sharia PPR still has various weaknesses. Among them, there is no supervision from DSN-MUI or OJK. There is no regulation underlying its implementation. This research explores potential improvements to the regulatory model of Islamic PPR for both banks and non-banks, by analyzing regulations, including Law No.11 of 2013 concerning PUPR, Law No. 21 of 2008 concerning Islamic Banking, POJK No. 12 of 2023, as well as the fatwa of the Indonesian Ulema Council (MUI). It is expected to provide critical analysis in an effort to improve the practice of Sharia PPR. In addition, the importance of legal certainty, development of regulatory models, financing, and various innovations for the implementation of kaffah Sharia PPR. The recommendation is to carry out a revision of the current regulation, as well as the formation of a special regulation for Islamic PPR which is expected to become a legal umbrella for the implementation of PPR for Islamic banks and non-banks. Thus, the effectiveness of the regulation can be achieved and public access to Islamic PPR can be further expanded.

Keyword: Evaluation, Regulation, Home Ownership Financing (PPR), Sharia, Islamic Banks and Non-Banks

1. Introduction

The introduction should be clear and provide the legal issue to be discussed in the manuscript. Before the objective, author should provide an adequate background, and very short literature survey in order to record existing solutions, to show in which is the best of previous researchers, to show what do you hope to achieve (to show the limitation), and to show the scientific merit or novelties of the manuscript.

The basis of regulation of home ownership financing based on Islamic sharia is the implementation of the Preamble of the 1945 Constitution, fourth paragraph, in advancing public welfare. The fulfillment of housing needs for the community is one indicator of welfare. The state has an obligation

to fulfill the dharuriyah aspects of society. The Preamble of the 1945 Constitution is realized in Article 28H paragraph (1) of the 1945 Constitution, which states that everyone has the right to live in physical and spiritual prosperity, to have a place to live, and to have a good and healthy environment. The right to live in prosperity can be realized through the fulfillment of housing needs.

Home ownership financing is carried out conventionally and sharia. In sharia PPR, the basis of the concept in the economy in Indonesia is in accordance with the 1945 Constitution article 28 E paragraph 1 and article 29 paragraphs 1 and 2 regarding the guarantee of people's freedom to believe in religion and worship in accordance with their religion. Then in Law No. 1 of 2011 concerning housing and residential areas, ideally the fulfillment of the basic rights of the community in having a place to live can be in the form of a healthy, safe, sustainable and affordable home. Article 121 paragraph 3 in the Law also accommodates the needs of the community in owning a house with sharia principles through a primary and secondary financing system.

Specifically, the regulation of Islamic banks is contained in Law No. 21 of 2008 concerning Islamic banking in Article 1 point 25 which contains the activities of Islamic banks and Islamic business units including institutions, activities, methods and processes of distributing Islamic products with various types of transactions. In this context, Law Number 4 of 2023 concerning the development and strengthening of the financial sector in Article 83 regulates the application of sharia principles in the activities of financial institutions, as well as the importance of complying with sharia principles based on fatwas in the field of sharia issued by the authorized institution, namely DSN MUI.

Sharia PPR must be organized by a financing company in the form of a limited liability company in the form of a bank, finance company, or microfinance institution such as a cooperative. Financing providers can be established by citizens, legal entities, or through cooperation with foreign business entities by fulfilling the stipulated provisions. Consumer protection is needed to create a fair protection system for consumers and business actors. Home ownership in Indonesia does not always have to be in cash, thus there are two alternative financing channels, namely formal through banks and finance companies, and informal community-based or NGOs, which are more flexible even though they do not use standardized standards.¹

Islamic PPR through Islamic banks and non-banks uses contracts in accordance with sharia principles, accommodating religious values as a theoretical basis, which have been applied in various businesses and businesses in accordance with the characteristics of Islamic economics, value concepts, and moral teachings of Islam that have been applied by the early generations of Muslim society.² The maqashid sharia theory in Islamic PPR in banks and non-banks shows its main purpose to fulfill the basic human needs for housing without containing usury, gharar, and maisir. Maintain justice and social benefit with transparent contracts, consumer protection, as well as financing that suits the customer's ability. Avoiding elements of price uncertainty and interest. Using contracts in accordance with the DSN-MUI fatwa (murabahah, musyarakah mutanaqisah, ijarah). Encouraging Islamic financial inclusion with the involvement of various bank and non-bank institutions so that financing can be widely accessed. Ensuring the sustainability of the people's economy with flexible and maqashid-compliant product innovations. Strict supervision from the Sharia Supervisory Board (DPS) and regulators to ensure proper sharia compliance.³

There is analysis from various circles that argue that Islamic bank PPR is contradictory between concept and reality, so it has not been an effective solution in managing Islamic economic resources. On the contrary, Islamic banks are still considered as a cover for Islamic economics that can tarnish

¹ The results of the FGD material presentation of Prof. Dr. Neni Sri Imaniyati, S.H., M.Hum on August 9, 2025.

² M.Umer Chapra, *Islam and economic challenges*, (Jakarta: gema Insani press, 2000), p. 21

³ Meichio Lesmana, Ahmad Suminto1, Siti Nurma Rosmitha2, *Indent property financing (KPR Syariah) in terms of Maqashid Syariah and Qawaidul Fiqhiyah*, *Journal of Islamic Economics and Philanthropy (JIEP)*. E-ISSN: 2655-335X, VOL. 04, No. 02, August, 2021 pp 1260-1277

the concept of sharia itself.⁴ This assumption is proven by the many discrepancies in practice with sharia principles, one of which is the dysfunction of the contract, namely 83% of Islamic financing is indicated to use a fixed markup in the practice of murabahah contracts.⁵ The portion of home ownership owned by the bank at 52% while the consumer is 42% is considered to reduce the value of justice when ideally this contract must guarantee justice and transparency is categorized as a dysfunction of the milkiyah contract.⁶

Based on the results of the questionnaire submitted to the respondents, the data analysis shows that basically the public understands the concept of Islamic PPR and has high confidence in its sharia principles. However, current regulations and practices are considered not effective in facilitating access or significantly differentiating from conventional. Therefore, there is a strong demand for regulatory updates that are simpler, clearer, pro-people, and in accordance with maqashid sharia so that Islamic PPR is truly a fair and Islamic home ownership solution.⁷

Apart from that, the laws and regulations of Islamic home financing must be constructive, bank and non-bank Islamic PPR reviews. The importance of law as an instrument of socio-economic development that must adapt to the needs of the people and encourage justice, inclusiveness and transparency in the Islamic financing sector, especially in meeting the housing needs of the community in a fair and sustainable manner.⁸ The view of responsive legal theory in Sharia PPR means developing regulations and legal practices that are adaptive, participatory, and oriented towards justice and the social benefits of diverse communities, especially in maintaining sharia principles and protecting consumers in the bank and non-bank Islamic home financing sector.⁹

Legal development is certainly inseparable from analyzing and criticizing the implementation of existing regulations, as well as in the implementation of Islamic bank PPR which can be reviewed from three aspects. From the sharia aspect, for example in the murabahah contract, the house must be purchased and become the property of the bank before being sold to the customer. However, in field practice, sometimes the house is directly in the name of the customer, violating the principle of sale and purchase according to the DSN-MUI fatwa and Islamic banking law.¹⁰ Then in the legal aspect, sharia mortgage consumer protection regulations are regulated in Law No. 8/1999 and Law No. 1/2011, which guarantee the right to security, comfort, and legal protection. However, challenges in the implementation of supervision and dispute resolution are not yet optimal, so a stronger protection mechanism and transparent information are needed.¹¹ and in operations, for example, monitoring of financing has been carried out, but supervision of payments and handling of defaults is still weak. Customer eligibility analysis uses the 5C approach, but there is still data fraud and too much reliance on formal verification, not facts on the ground.¹²

In addition to the data above, the results of an interview with the head of the BTN Syariah branch, Mr. Benny Kurniawan, stated that Islamic banks have made efforts to be in line with the DSN-MUI

⁴ Rizki Fathoni, Mahbubi Ali, Rahmat Mulyana, Analysis of public legitimacy in Islamic banks in Indonesia, case study of independent Islamic banks, AL-INFAQ: Journal of Islamic Economics, Vol. 12 No. 1 (2021) pp 4-20)

⁵ Cinta Rahmi and Azzahra Elvina Sari, "Sharia in Indonesia case study on BSI bank, no. 2 (2024) pp 1-9.

⁶ Siti Nurjanah, Dysfunction of Agreements in Sharia Housing Financing: Perspectives of Justice and Ownership, Journal of Sharia Economic Law, Vol. 3, No. 1, 2018, pp. 80-85.

⁷ Data processing results of respondents' questionnaires in data collection activities August 6 -7, 2025

⁸ M. Zulfa Aulia, Development Law from Mochtar Kusuma atmadja: Directing Development or Serving Development, Undang: Journal of Law, Vol. 1, No. 2 (2018), pp. 364-392.

⁹ Philippe Nonet dan Philip Selznick, Law and Society in Transition: Toward Responsive Law, published by Taylor & Francis, 2017

¹⁰ Mohamad Kharis Umardani, KPR-iB Financing with Murabahah Akad in Sharia Business Units (Regional Development Bank in Jakarta), ADIL: Journal of Law Vol.10 No.2, 2023 p 85-89

¹¹ Agustina, Consumer protection of Islamic bank mortgages on behalf of houses that are not in accordance with specifications and fail to build, INSIS Journal, 2023, Page: 45-55

¹² Sumar'in Asmawi and Juliansyah, Murabahah Financing Risk management strategies case study at BTN syariah Yogyakarta, ASY-SYAR'IYYAH, Vol. 1 No. 1, June 2016, pp. 190-193.

fatwa and OJK regulations, but still face various obstacles, including the absence of uniform technical instructions in the implementation of the contract. then there is a limitation of Islamic bank human resources in understanding aspects of fiqh muamalah. Supervision and regulation are more focused on banks, while the non-bank sector has not been comprehensively regulated. The need for sharia literacy for customers to prevent jahalah. Thus, improvements in accordance with Islamic principles can increase public confidence in the implementation of Islamic bank PPR.¹³

The data shows that until now Muslim economists have not succeeded in formulating a financing method that is completely free from usury, due to the difficulty of finding a truly effective system. Usury often disturbs people's spirituality because it contradicts the principles of justice and welfare.¹⁴ The analysis of Islamic PPR schemes implemented by Islamic banks reflects harmony with the evolving understanding of Indonesian Muslim society. This understanding includes the philosophical dimensions of faith, morals that shape attitudes, and sharia as the foundation of Islamic law that integrates faith and morals.¹⁵ Including the pursuit of PPR, which shows a growing interest in sharia practices.¹⁶ Religiosity sensitizes the community so that they expect a PPR pattern that is truly in accordance with Islamic law in a kaffah manner. As a process of building awareness of the Muslim community to jointly realize the objectives of maqāṣid al-syarī'ah optimally.¹⁷

Non-bank Islamic PPR emerges as an alternative, through the idea of sharia financing without banks, providing housing financing with a religious environment through Islamic values implemented in life, lifestyle, and business practices that focus on the application of the halal paradigm. The transaction mechanism of non-bank Islamic PPR is managed by the developer without involving third parties,¹⁸ This makes it easier for consumers administratively, has high flexibility because there is no BI checking, confiscation, and fines, and of course there is no usury. In addition, no pay slip is required, so people with non-formal jobs can apply for financing.¹⁹ Non-bank Islamic PPR is still hampered by many unregulated regulatory aspects that cause legal uncertainty.

Among these obstacles, many sharia developers use the "sharia" label in their non-bank sharia PPR marketing strategy. Taking advantage of the public's belief that anything labeled as sharia must be good and halal, which (known as the commodification of Islam).²⁰ The word sharia in the marketing of houses through PPR schemes, both Islamic banks and non-banks, requires the existence of supervision from DPS internally, especially non-bank Islamic PPR because even though it uses the concept of sharia, the support system, regulation and supervision are still limited. In addition, incorporating the term sharia into economics, which ideally can apply sharia principles, is currently limited to the context, so that Islamic economics is only an application of contemporary economic theory for Muslim societies.²¹ Impacts on the syiar of Islam because it can create a bad perception of the concept of sharia itself, as evidenced by many cases that show that transactions do not fulfill the

¹³ Results of data processing interviews with Mr. Benny Kurniawan, head of the Bandung BTN Syariah bank branch on July 26, 2025

¹⁴ Ashabul Kahfi, Ahmad Abu bakar, Rahmi Damis, The Dynamics of Buying and Selling and the Potential of Usury in the Digital Era from the Perspective of the Qur'an, Tasamuh: Journal of Islamic Studies Volume 17, Number 1, April 2025, pp 126-143.

¹⁵ Bella Adelia, Febri Darmayanti, Puan Nayla Azzahra, Shania Septi Maharani, The Foundation of Muslim Faith and Belief, Reflection Islamic Education Journal Volume 2, Number 2, Year 2025, pp. 31-41

¹⁶ Sapta Nirwandar, "Halal Lifestyle In Indonesia", UNWTO Seminars, The Contribution of Islamic Culture and its Impact on the Asian Tourism Market Brunei DarusSalam, November 16th, 2015.hal. 4

¹⁷ Interview result with General Secretary of MUI Kotamobagu, Mr. Jainudin S.P.

¹⁸ Sri Abidah Suryaningsih, Non-Bank Sharia Home Ownership Credit Financing at Tahfiz Residence. Journal of Economics and Islamic Business E-ISSN: 2686-620X Volume 3 Number 3, 2020, pp 221-233

¹⁹ Egi Arvian Firmansyah & Deru R Indika, Islamic home ownership loans without banks: a study in West Java. Journal of Management Theory and Applied Year 10. No. 3, December 2017, pp. 223

²⁰ Nadjamuddin Ramly, Beware of sharia property fraud, <https://news.detik.com/berita-jawabarat/d/4219215/waspada-penipuan-properti-syariah>, accessed on November 2, 2019.

²¹ Najiha Azzahra, Merli Anggelia, Laily Sartika, Ratih Kumala Sari, Principles of Muamalah in the Perspective of Islamic Economics, Journal of Creative Students Volume 3, Number 1, Year 2025, Page 29-39

terms and conditions of sale and purchase, so that the legal status of financing becomes invalid.²² Some cases in non-bank Islamic PPR transactions in the period 2016-2025:

Table 1. PPR Fraud Cases with Sharia Labeling

| No. | Year | Case |
|-----|---------------------------|---|
| 1 | December 2019 | PT Wepro Citra Superblock committed fraud under the guise of sharia PPR with the fictitious Amanah City housing project in Banten, raising IDR 40 billion from the public. The modus operandi spread to several areas such as Bogor, Bekasi, Bandung, and Lampung. The case was handled by the police as a form of sharia housing mafia crime. |
| 2 | 2019-2020 | PT ARM Cipta Mulia, Non-bank sharia PPR fraud cases were exposed in late 2019 and early 2020. 3,680 people were victimized with a total loss of IDR 40 billion. The modus operandi was to offer cheap sharia houses, usury-free, without mortgages, and use the name Muhammadiyah Banten, as well as involving marketing who claimed to be clerics. The perpetrators have been arrested and charged with multiple articles, including fraud, embezzlement, violation of the Housing Law, and Money Laundering Crime (TPPU). |
| 3 | 2020 | Multazam Islamic Residence - Sidoarjo case (2020). Fraud mode: PT Cahaya Mentari Pratama sold sharia housing lots for Multazam Islamic Residence in Sidoarjo, the purpose of which was not realized even though consumers had already paid. Names and photos of famous Ustaz were included in the brochure to attract buyers, with claims of sharia cooperation and the construction of Islamic education facilities. |
| 4 | Bandung (2020–2023) | Sharia housing in Bandung, fraud mode Promise of sharia houses, large down payments, installments without usury, problematic land. Loss of dozens of people, reaching Rp163-200 million status of legal report Report to Bandung Police Station (2023) |
| 5 | Makassar (April 2023) | Fraud mode Fictitious sharia house purchase by Tri Alpha Properti. Loss Hundreds of people with billions of rupiah. Legal status Reported to Makassar police. |
| 6 | Cimahi (Cileungsi) (2023) | Sharia plot mode, Rp25 million down payment, installments close to Rp200 million. Dozens of victims, losses of Rp25-200 million. Status The perpetrator was arrested by Cimahi Police, put on trial. |
| 7 | Cilegon (Sept 2024) | Fraud mode of Azzahra Residence developer, DP paid but not realized 13-30 victims, loss of Rp1.1 billion. Legal status Reported to Cilegon Police |

The table above shows the occurrence of various cases in the implementation of PPR in the name of Sharia PPR in various regions within the 2019-2024 time span. Evidence of weak regulation and supervision in the implementation of Sharia PPR in Indonesia.

It can be concluded that the rapid development of non-bank Islamic PPR is not followed by legal guarantees and complete regulations, so that in the economic aspect there is a lot of demand but in the aspect of legal protection is very low because there is no standard mechanism governing its implementation. As we know the importance of legal actualization that can accommodate Islamic PPR both through Islamic banks and non-banks.

²² Fitri Yanti Raihan Putri. "Implementation of Murabahah Akad and its problems in Islamic banking no. 2 (2023) pp 189-96.

The Islamic PPR framework based on Islamic Sharia includes muamalah activities that must be in accordance with the structure of Islamic teachings consisting of the concepts of *aqidah*, *sharia*, and morals. The study of *sharia* is based on God's rules governing *habbluminnallah* and *habluminnas*. Muamalah itself consists of special rights (special rights include criminal law and civil law) and public rights public rights include economic aspects.²³ Public rights are divided into interior affairs and exterior affairs, interior affairs consist of administrative, constituency and finance in which *sharia* PPR is accommodated. *Sharia* houses must have ideal aspects that are bound by rules on how the building specifications, how to get it and the benefits of the *sharia* house both for the owner and for the community in the surrounding environment.²⁴

The concept of *sharia* has the ability to underlie and direct various social changes so that they remain in line with aspects of Islamic law derived from the *qath'i* text, also sourced from *zhanni* text, which is an area of *Ijtihadi*, where the product is called *fiqh*.²⁵ These two dimensions become a reference for Islamic PPR both through Islamic banks and non-banks in reflecting Islam as a way of life in economic activity by prioritizing the principle of prudence in consuming goods or services, including financing housing products.²⁶

The aim is to evaluate the current regulations with the expected results being able to evaluate the existing regulations and provide improvements through a more comprehensive regulatory model so that there is a centralized, legal, and consistent legal basis in regulating *Sharia* PPR. Thus the formulation of the problem raised is:

1. How is PPR implemented by Islamic banks and non-bank Islamic PPR today?
2. What are the obstacles to the implementation of current regulations in terms of the application of Islamic *sharia* in PPR of Islamic banks and non-banks?
3. What is the model of PPR regulation based on Islamic *Sharia* in accommodating PPR of Islamic banks and non-banks?

The findings of this study are expected to produce an Islamic PPR regulation model that is able to accommodate Islamic bank and non-bank PPR requires integration of analysis from legal, *sharia* and operational aspects. So that regulations are formed that are in accordance with *sharia* and *qonunan*.

2. Research Method (bold, 12 pt)

This type of research is qualitative, using the juridical-empirical method, which examines the legal rules regarding *sharia* PPR based on applicable laws and regulations as secondary data.²⁷ Reinforced with primary data obtained through field observation, direct observation to analyze how the law functions in society. In an empirical normative context, it does not only look at the legal text but also how the text is able to be applied and understood by the community.²⁸ Normative means data that examines the regulations that apply to PPR for Islamic banks and non-banks. While empirical is to analyze the impact of the absence of an appropriate regulatory model on the implementation of Islamic PPR.

²³ Ismail Pane, Hasan Syazali, Syaflin Halim. *Fiqh Muamalah contemporary*. Publisher: Muhammad Zaini Publishing Foundation Member of IKAPI, 2022, pp 26-30.

²⁴ Ivan Rahmat Santoso, Niswatin, and Agil Bahsoan, "Analysis of Home Ownership Financing Agreements in Islamic Banks: A Maslahah Parameter Approach," *JIEI: Scientific Journal of Islamic Economics* 9, no. 01 (2023) pp. 87-95.

²⁵ Masnun Tahrir, *Thought of T. M. Hasbi Ash-Shiddieqy: The Source of Islamic Law and Its Relevance to Islamic Legal Thought in Indonesia*, *Al ahwal Journal* vol 1 no 1 (2008), p. 119.

²⁶ Shah Alam, *Is Religiosity an Important Determinant on Moslem Consumer Behaviour In Malaysia On Journal of Islamic Marketing*. Vol. 2. No. 1.2011.hal. 91

²⁷ R. Suganda, "The Juridical Approach Method in Understanding the *Sharia* Economic Dispute Resolution System," vol. 8, no. 03, pp. 2859-2866, 2022.

²⁸ B. R. Saragih, *Empirical Legal Research Methodology*. Jakarta: kencana, 2021 pp 23-35

The specification of this research is descriptive analytical which explains the object of research completely, clearly and objectively related to the problem.²⁹ It is also prescriptive in the sense that it seeks to provide solutions to the problems studied, namely how the identification of PPR regulation models based on Islamic sharia can accommodate the implementation of Islamic PPR banks and non-banks, especially at Bank BTN Syariah and PT Kreasi Prima Nusantara which are the samples in the study.

Data collection techniques, using secondary data obtained indirectly, through intermediaries and then supplemented with primary data.³⁰ Includes studies of Law No. 21 of 2008 concerning Islamic Banking, POJK No. 51/2017 concerning Islamic Housing Financing. Fatwa DSN-MUI related to sharia contracts. Next, primary data as original data obtained by researchers directly to answer the formulation of research problems.³¹ The data collection methods used include FGD activities with legal experts, interviews with resource persons from OJK, MUI, Bank BTN Syariah, Developer PT Kreasi land and the community. Using questionnaire and interview research instruments.

Primary and secondary data analysis techniques carried out include the content and structure of positive law in determining the meaning of the rules of reference including legal substance analysis including by comparing the provisions in Law No. 21 of 2008, DSN MUI fatwa, POJK as the basis for the implementation of Islamic bank PPR with the regulations underlying the implementation of non-bank Islamic PPR. Identifying regulatory gaps by photographing phenomena from different perspectives, so as to obtain a more valid truth and avoid bias in data collection and analysis.

3. Results and Discussion

3.1 Ownership Financing applied by BTN Syariah bank and PT Kreasi Prima Nusantara Syariah PPR

3.1.1. mplementation of PPR at Bank BTN Syariah

Islamic bank PPR is a type of bank financing service to customers who need special loans to build or renovate houses. The presence of Islamic bank PPR is driven by the increasingly high housing needs without being matched by the purchasing power of the community.³² In Islamic Sharia there is no credit term, so the concept of credit in Islam is known as Financing. Mortgages provided by Islamic banking should be called financing, namely special housing financing carried out by financial institutions.³³

Sharia PPR is currently accommodated by Islamic banks through PPR Islamic banks. Especially for BTN bank, which is still the market leader with the largest housing finance assets.³⁴ Through sharia property schemes as a type of investment based on Islamic sharia principles, namely avoiding usury and speculative transactions that harm one of the parties in the transaction.³⁵

²⁹ M. R. Rusandi, "Designing Basic Qualitative Research/Descriptive and Case Studies.," *Al-Ubudiyah J. Educ. And Stud. Islam*, vol. 2(1), 2021

³⁰ Soerjono Soekanto and Sri Mamudji, *Normative Legal Research A Brief Overview*, Jakarta: PT Raja Grafindo Persada, 2001, pp. 181-185

³¹ W. V. Nurfajriani, M. Wahyu, I. Arivan, R. A. Sirodj, and M. W. Afgani, "Data Triangulation in Qualitative Data Analysis," vol. 10, no. September, pp. 826-833, 2024.

³² Hardjono, *Easy to Own a Dream House Through Mortgage*, Publisher PT. Pusaka Grahatama. Jakarta 2008. p 28.

³³ Ahmad Abdullah, *Credit Lending in the Perspective of Islamic Education*, *Journal of Sharia Economic Law* Volume 3 | Number 1 | January-June 2019 p 42

³⁴ Rohmat Agung J K, Basu Swastha Dharmmesta, *Analysis of the Competitive Strategy of Indonesian Islamic Banks in the Housing Financing Market in Indonesia, RA JK - 2023 - etd.repository.ugm.ac.id* downloaded on April 2023

³⁵ (Properti Syariah Indonesia, 2021) <https://perkim.id/perumahan/properti-syariah-investasi-amendment-principles-islaman> downloaded July 10, 2021

Constitutionally, the right to housing is guaranteed by the 1945 Constitution Article 28H paragraph (1). Another foundation is the 1960 BAL on land rights, as well as Law No. 1/2011 on Housing.

and Settlement Areas that ensures decent, healthy, and affordable housing for all. In addition, Law No. 20 of 2011 on Flats and the 2020 Job Creation Law reinforce

regulations with ease of licensing. Further technical rules are regulated in several PPs, such as PP 14/2016 jo. PP 12/2021 concerning housing administration, PP 64/2021 concerning the Public Housing Acceleration Agency, and PP 8/2022 related to Investment Management Institutions for sharia developer housing finance Practitioners emphasize that in Sharia Home Ownership Financing (PPR), the main focus is not only on the contract, but also the perfection of the housing object.

Data shows that the majority of people are still highly dependent on financing due to low purchasing power. In the development of housing and residential areas, regulations play an important role as the main guideline. Permen PUPR regulates various aspects, ranging from licensing, building technical standards, obligations to provide public and social facilities, to subsidy programs such as FLPP and BP2BT to support low-income communities. In addition, local governments through local regulations also regulate more specifically according to local conditions, such as RTRW, RDTR, IMB, and livable houses. These regulations not only ensure legal certainty and consumer protection, but also require developers to provide basic infrastructure such as roads, water, sanitation, and electricity. Another aspect that is emphasized is affordability, environmental sustainability, and simplification of licensing through OSS and the Job Creation Law.³⁶

Financing based on sharia principles has been regulated by the Decree of the Chairman of the Capital Market Supervisory Agency and Financial Institutions PER-03/BL/2007 on the activities of financing companies based on sharia principles and PER-04/BL/2007 on the contracts used in the activities of financing companies based on sharia principles.³⁷ The housing financing system in the PPR policy of Islamic banks is a process of channeling funds from the owner to the party who needs it to meet housing needs through intermediary institutions. Not only does it accommodate formal financing, but also informal financing that relies on informal institutions such as community-based financing. In order to accommodate the different levels of financial capability of the community in obtaining a house.³⁸

The Sharia PPR model was promoted by the government to reach all groups through various programs starting from 1976-2000 the Subsidized Home Credit Program. Furthermore, there is a subsidized Islamic Bank PPR iB, with the target of financing low-income people (MBR) through the Wakalah and Murabahah contracts. Next, the FLPP PPR Sejahtera Syariah Tapak program in 2001-2010, is a financing with sharia principles with the support of liquidity facilities of Islamic banks as implementers to MBR in the framework of ownership of Tapak Public Houses purchased by developers.³⁹

Kemenpera in collaboration with 21 banks implementing FLPP and the government launched the one million houses program in 2015. The government encourages the provision of housing for MBR through FLPP schemes, Interest Difference Subsidy, and Down Payment Assistance Subsidy. Accessible to both formal and informal workers. The latest in 2018 is Savings-Based Housing Financing Assistance A new savings-based program, namely Savings-Based Housing Financing Assistance (BP2BT) and Public Housing Savings (Tapera).⁴⁰ Subsidized PPR for MBR who already

³⁶ The results of the FGD material presentation of Prof. Dr. Neni Sri Imaniyati, S.H., M.Hum on August 9, 2025

³⁷ decree of the chairman of the capital market and financial institutions supervisory agency PER-03/BL/2007 and PER-04/BL/2007

³⁸ <https://perkim.id/housing-financing/policy-housing-financing/> downloaded on March 6, 2021

³⁹ Minister of Public Works and Housing Regulation No. 20/2019

⁴⁰ Historical Journey of Indonesia's Housing Financing Policy - perkim.id downloaded on 23rd day October 2024

have savings in the form of down payment subsidies.⁴¹ The term sharia in PPR Syariah refers to the understanding that the ownership and management scheme is carried out in accordance with Islamic sharia and not only based on the concept of the frame work.⁴² As for the implementation of Islamic PPR by Bank BTN Syariah, it includes several aspects that are studied, namely:

1. Shariah compliance aspect

Using sharia contracts such as Murabahah, MMQ, IMBT, in accordance with DSN-MUI fatwas and supervised by DPS. Islamic banks involve three parties (customers, banks, and developers) and implement the murabahah bil wakalah contract.⁴³ The method of financing BTN mortgages with MMQ contracts implemented with a downward partnership mechanism and internal supervision of the Sharia Supervisory Board in accordance with DSN-MUI Fatwa No. 73/DSN-MUI/XI/2008.⁴⁴

2. Aspects of Customer feasibility analysis

The 5C principle is applied to assess the eligibility of subsidized mortgage customers. Character is assessed from the history and honesty of the customer, Capacity from the ability to pay, Capital from business capital, Collateral in the form of house certificate collateral, and Condition in the form of economic conditions and BI Checking / SLIK as a financial data verification tool, so as to mitigate the risk of default.⁴⁵ Providing financing is more selective to reduce the risk of bad debts.⁴⁶

3. Legality of Financing object

Legality is considered to ensure that the financed house has a valid official certificate, Building Construction Permit (IMB), and is free from legal disputes. Implement verification of object legality documents such as certificate of ownership, IMB, and ensure the object is free of disputes. This is part of the home verification and appraisal process by BTN Syariah.⁴⁷

4. Type of contract according to the object

The type of contract in PPR Syariah at Bank BTN is tailored to the object of the house being financed. Ready-to-live houses use a Murabahah (sale and purchase) contract, where the bank buys the house first and then resells it to the customer with an additional profit margin agreed upon at the beginning.⁴⁸ For indented houses, an Ijarah Muntahiya Bittamlik (IMBT) or Istishna (sale and purchase order) contract is used. Ijarah Muntahiya Bittamlik is a lease-purchase contract, in which the bank leases the house to the customer with the promise that the property rights will be

⁴¹ BP2BT KPR Program (btn.co.id) downloaded on 23 October 2024

⁴² <https://www.rumah.com/property-guide/complete-guide-to-sharia-housing> downloaded May 18, 2024.

⁴³ Fajar Sodik, Rikhadatun Abir Al Farda, Elisa Ayuni, Application of Murabahah Akad in KPR Financing Products at Bank BTN Syariah KCPS Pekalongan, Journal: IQTISADIE: Journal of Islamic Banking and Shariah Economy, Vol. 1, No. 2, 2023, Pages: 39-56

⁴⁴ Nirmala Amelia Husein, Miswan Ansori, Mechanism and Implementation of BTN Platinum iB KPR Financing with Musyarakah Mutanaqisah Akad at Bank BTN Syariah KCPS Kudus, Journal: Journal of Scientific Scholarship (J-CEKI), Vol. 3, No. 6, October 2024, Pages: 6396-6408

⁴⁵ Alya Devi Irawan and Fajri Ryan Isnandar, "Analysis of the Implementation of the Customer Eligibility Principles on Subsidized Home Financing Ownership at Bank BTN Syariah Bekasi Branch" Journal: Masalah, Vol. 15 No. 2, December 2024, Pages: 194-205

⁴⁶ Nurandini and Sulistiyani, "Analysis of the 5C Principles of Financing Subsidized Home Ownership Loans at Bank BTN Syariah Palu Branch Office" Journal: AR-RIHLAH: Journal of Islamic Finance and Banking, Vol. 3 No. 2, 2023 Pages: 125-140

⁴⁷ Fajar Sodik, Rikhadatun Abir Al Farda, Elisa Ayuni, Application of Murabahah Akad in KPR Financing Products (Case Study of Bank BTN Syariah Kcps Pekalongan), Iqtisadie: journal of Islamic banking and Sharia Economy. 2023. Page 19-42

⁴⁸ Nirmala Amelia Husein1, Miswan Ansori2Mechanisms and Implementation of BTN Platinum iB KPR Financing with Musyarakah Mutanaqisah Akad at Bank BTN Syariah KCPSKudus, J-CEKI: Journal of Scientific Scholarship Vol.3, No.6, October 2024, Pages: 6396-6408

transferred after the lease period ends.⁴⁹ Istishna Akad is an order sale and purchase contract, where the bank orders a house that is still under construction to the developer, then sells it back to the customer after the house is finished, in this case it must fulfill certain pillars and conditions.⁵⁰ This agreement is in accordance with sharia principles that regulate the financing of the purchase of goods or services under the conditions of orders or gradual development.

1. Determination of margin and tenor

The determination of margin and tenor in PPR Syariah at Bank BTN is fixed and transparent. The margin is agreed upon at the beginning of the contract between the bank and the customer so that it does not change during the financing period. This provides certainty for customers regarding the amount of installments that must be paid every month without the fluctuations that occur in conventional interest rates.⁵¹ The financing period can reach up to 20 years or more. This duration allows customers to pay lighter installments over a long time scale.⁵² In addition to clear margins and tenors, BTN Syariah also provides convenience such as fixed installments until paid off, without late fees.⁵³

2. No Interest and Usury Penalties

BTN's KPR Syariah is interest-free and free of usury charges. The bank's profit is in the form of a fixed margin agreed upon at the beginning of the contract, based on the principle of sale and purchase or profit sharing. Furthermore, this margin does not change until the end of the contract, so the customer's installments are always fixed. Unlike interest-bearing loans, which fluctuate with the BI Rate.⁵⁴ If there is a delay in installment payments, ta'zir sanctions are applied, which are administrative fines not for the bank's benefit, but as a deterrent effect so that customers are disciplined. Funds from this ta'zir are fully allocated for social purposes..

3. Monitoring agreement

Before the contract, the survey team conducts field verification (OTS) to assess the feasibility of prospective customers and financing objects based on the 5C principles (character, capacity, capital, collateral, condition). Data and documents are verified so that the financing complies with sharia and internal bank standards. Then conduct interviews with prospective customers and document the survey results as an OTS report.⁵⁵ Monitoring of the use of funds, supervision of installment payments, regular risk detection, and field visits are carried out. With the aim of preventing non-performing financing and ensuring compliance with sharia principles.⁵⁶

⁴⁹ Fitriani, et al., "Implementation of the Ijarah Muntahiya Bittamlik Agreement in Islamic Bank Financing in Indonesia" *AL-TSARWAH Scientific Journal*, Vol. 7, No. 1, 2024, Pages: 80-85

⁵⁰ Uswah Hasanah, 'Bay' Al-Salam and Bay' Al-Istishna' (A Review of Intiqad: Journal of Religion and Islamic Education', June (2018), pp. 162-73.

⁵¹ Application of the Profit System in Subsidized KPR Financing at BTN Syariah Semarang City, Author: Fira Adelia Nur Chalizah, *Ana Silviana Notarius Journal*, 2023, pp 50-56.

⁵² Aini, et al., "KPR Financing Marketing Strategy at BTN Syariah Bandar Lampung" *Islamic Banking Student Scientific Journal (JIMPA)*, Vol. 5, No. 1, March 2025, Pages: 330-345

⁵³ Fajar Sodik, Rikhadatun Abir Al Farda, Elisa Ayuni, Application of Murabahah Akad in KPR Financing Products (Case Study of Bank BTN Syariah Keps Pekalongan), *Iqtisadie: journal of Silamic banking and Sharia Economy*. 2023. Page 19-42

⁵⁴ Fira Adelia Nur Chalizah, Ana Silviana, Application of Profit System in Subsidized Mortgage Financing In BTN Syariah Semarang City, *NOTARIUS*, Volume 16 Number 2 (2023), pp 701-712

⁵⁵ Ghenda Yulandari, Analysis of on the spot assessment procedures regarding the feasibility of channeling funds on KPR Sejahtera BTN IB Syariah Padang JEBI branch office: *Journal of Economics and Business* Vol. 1 No. 3, August (2023), pp. 341-353

⁵⁶ Viki Mustofa, Analysis of the Importance of Monitoring and Field Supervision in Islamic Bank Financing, *Al-Muraqabah: Journal of Management and Sharia Business* Volume 04 | Number 02 | December 2024, pp. 244-260.

4. Default Handling

Handling of defaults is carried out by deliberation to find mutual solutions, according to customer conditions and sharia principles. Financing restructuring is carried out in the form of extending the tenor, rescheduling installments, or reducing arrears, without imposing usury penalties.⁵⁷ If restructuring is not possible and the default persists, the final solution is foreclosure and sale of the house. Another alternative is a credit takeover by a third party who takes over the installment obligation with the approval of the bank by upholding the principles of justice, humanity, and transparency in accordance with sharia.

5. Information Transparency

Customers are given open and complete information about the profit margin, related costs, and their rights as consumers before the financing contract.⁵⁸ The profit margin is fixed and agreed upon at the outset of the contract. Information is conveyed clearly in official documents and verbal explanations so that customers understand all aspects of financing without any hidden elements. This transparency aims to maintain fairness, prevent usury, and increase customer trust in BTN Syariah KPR products.⁵⁹

6. Consumer Protection

Consumer protection refers to Law No. 8 of 1999, which regulates the rights of customers and the obligations of banks as business actors. Customers receive clear, open, and complete information about the financing contract, profit margin, fees, rights, obligations, and risks of the Islamic financing. The bank serves customer complaints and provides a dispute resolution mechanism through deliberation. Good faith, responsible for the products offered, and does not contain clauses that harm customers unilaterally. Guidance and socialization of customer rights and obligations are carried out so that the relationship is harmonious and transparent.⁶⁰ Thus, the demand for regulatory updates that are simpler, clearer, pro-people, and in accordance with maqashid sharia so that sharia PPR is truly a fair and Islamic home ownership solution.⁶¹

3.1.2. Non-bank PPR Syariah (PT Kreasi Prima Nusantara)

The sample in this study is a non-bank Islamic PPR organized by PT Kreasi Prima Land. The selection as the object of study is based on its track record that has won various prestigious awards, the Best Subsidized Housing and Most Potential Developer categories, which are recognition of the quality and potential of subsidized housing development. Raksa Nugraha Indonesian Consumer Protection Award (ICPA) from the National Consumer Protection Agency (BPKN) of the Republic of Indonesia, demonstrating commitment to protecting consumer rights in a professional and ethical manner. The Most Inspiring Developer, reflecting KPN's dedication in providing quality housing and its positive contribution to the community.

With these various awards, KPN is considered worthy of being a representation of a non-bank Islamic PPR implementation model that deserves deeper study, especially in the context of developing

⁵⁷ Jannah Marwiyah Gumay1 , Isfandayani2 Analysis of Risk Mitigation in Subsidized Mortgage Financing Post Covid-19 Pandemic at BTN Syariah Bank, At-Tamwil: Islamic Economic and Finance Journal Vol. 03, No. 02, Year 2024, pp.163 - 174

⁵⁸ Fajar Sodik, Rikhadatun Abir Al Farda, Elisa Ayuni3 Application of Murabahah Akad in KPR Financing Products (Case Study of Bank BTN Syariah Keps Pekalongan), Iqtisadie: Journal of Islamic banking and Sharia economy. | pp 19-43

⁵⁹ Alya Devi Irawan1, Fajri Ryan Isnandar2 Analisis Implementasi Prinsip Kelayakan nasabah pada kepemilikan Pembiayaan rumah bersubsidi di Bank BTN Syariah, Masalah, Vol. 15 No. 2, Desember (2024) hal 191-196

⁶⁰ Suwintha Rizkika Maghfira, Analysis of legal protection against paid-off KPR debtors who have not yet received a certificate, lexlata scientific journal of Legal Sciences, 2023 pp 302-317

⁶¹ Results of questionnaire data processing to respondents on August 6-7, 2025

an Islamic housing ecosystem in Indonesia. As a Sharia Property Developer that has a large project location and scale since 2010, the development in Bekasi covering an area of 2.9 hectares with 290 housing units with a sharia concept. Until now, it has developed 6 locations with a total of 2,214 housing units and 25 hectares of land. Using the Sharia Property concept is not just a matter of halal labeling, but the principles of fair muamalah, free of usury, gharar (uncertainty), and maisir (speculation). Developers, investors, Islamic banking, and consumers must implement these principles professionally and responsibly.

The main requirements for sharia property are Halal and legal (land, permits, licenses according to government regulations). Akad is free of usury, gharar, and zulm. There is legal protection for consumers. Sharia products must be better (ihsan) than conventional products. Professionalism is the main demand for industry players. A good sharia developer is one that protects consumers, builds houses first before the contract, and conducts official contracts in front of notaries and sharia banks. In addition, with the government's 3 million houses program, there is a great opportunity for the Islamic banking sector to expand financing. However, special regulations are needed that truly regulate Islamic housing finance so that it does not just become a label.⁶²

The financing mechanism at PT Kreasi Prima Land uses a dual financing system through Islamic banks and non-banks. Nonbank/Direct Financing from the Developer provides a non-bank sharia PPR scheme that is integrated with the prospective customer's ability to pay assessment system. Implementation of Sharia Principles Ready stock house (already established, land and legality are complete). Complete and separate (split) legality at the time of handover (certificate, IMB, PBB). No transaction before the contract and consumer eligibility assessment process.

In terms of consumer rights protection, a clear and 100% refundable down payment in case of cancellation. Transparency and education to consumers so that they understand the product thoroughly to avoid impulse purchases without knowledge. Fulfilling housing facilities and environment provides complete facilities and infrastructure maintenance system and periodic repair of PSUs in old projects. Social activities and consumer communication organize customer gathering events to maintain good relations and communication between developers and residents.

Land acquisition and licensing processes that require time and legal certainty. Adequate funding and capitalization requirements, as well as management of bank and non-bank financing. Reliable project management and IT systems for construction supervision, administration, accounting, and customer service. Coordination and consistency of spatial regulations are required so that the development process can run smoothly.⁶³ The implementation of aspects in non-bank Sharia PPR by sharia developers is generally as follows:

1. Shariah Compliance

Financing products must follow sharia principles, avoid usury, gharar, and maisir, and use contracts according to sharia principles. Supervision does not yet involve the Sharia Supervisory Board (DPS) but ensures that there are ulama as a means of consultation so that the implementation of Islamic PPR remains in accordance with the corridors of Islamic Sharia.⁶⁴

2. Customer Eligibility Analysis (5C Principle)

Developer conducts a comprehensive assessment of customer eligibility based on 5C. Serves to mitigate risk and ensure customers are able to fulfill obligations, while following applicable eligibility assessment standards according to Company standards. PT Kreasi Prima Land also conducts education for prospective customers regarding the transaction contracts used by the mechanism, up to dispute resolution, which has been explained at the beginning so that customers

⁶² The results of the FGD material presentation from the Managing Director of PT Kreasi Prima Nusantara, Mr. Ir. Hadiana on August 9, 2025

⁶³ Hadiana, manager of the development company PT kreasi Prima Land in the civilian housing mainstreaming workshop of the hud institute accessed on november 30, 2021

⁶⁴ The results of interviews with the director of PT Prima kreasi Nusantara, Pak Hadiana

have an understanding of the transactions they agree to, this certainly minimizes the occurrence of disputes in the future.

3. Legality of Financing Object

Houses as objects must have complete and valid legal documents such as ownership certificates or Building Use Rights (HGB), Building Permits (IMB), and must be free from legal disputes. This complete legality guarantees the legal security of buyers and developers and compliance with sharia principles. In this case PT Kreasi prima Nusantara provides a guarantee for the fulfillment of these legalities.

4. Type of Akad According to the Object

Using a contract in accordance with the DSN MUI fatwa, where for ready-to-live houses using a Murabahah contract. Indented houses use an Ijarah Muntahiya Bittamlik (IMBT) or Istishna (order buying and selling) contract. Often for contracts that are carried out, the specifications go through a submission process to an Islamic bank if the PPR involves an Islamic bank. For target consumers, the differentiation is MBR, and the middle to upper class community with different house specifications which certainly accommodate Islamic bank and non-bank PPR.

5. Determination of Margin & Tenor

The profit margin is fixed and transparent, agreed at the beginning of the contract without change during the tenor of the financing. Tenor can be agreed upon at the beginning considering the prospective customer's ability, of course, with prior consultation and education carried out at the beginning of the contract.

6. No Interest and Usury Penalties

The Islamic financing system avoids interest (usury). Late fees, if any, follow sharia provisions and DSN-MUI fatwas, in the form of compensation without containing elements of usury, and maintaining fairness for consumers.

7. Financing Monitoring

Monitoring is carried out to ensure payments run according to schedule, maintain property conditions, and detect early risk of default so that preventive or restructuring measures can be taken immediately. Financing monitoring already has an integrated and continuous support system, SOP, so that financing monitoring can be carried out effectively.

8. Default Handling

The sharia approach emphasizes deliberation and peaceful solutions for financing restructuring, without usury penalties. Dispute management is carried out fairly and ethically, in accordance with the sharia code of ethics and regulations, so far the settlement or risk mitigation has been carried out by PT KPN by means of Islah and there have been no cases of disputes that have reached the green table.

9. Information Transparency

PT KPN developers have carried out their obligation to explain to prospective customers all aspects of financing completely and clearly, from contracts, margins, tenors, obligations, and risks to consumer rights, so that customers can make decisions with full knowledge and avoid fraud..

10. Consumer Protection

Includes protection of customer rights to home ownership, clarity of contracts, legal certainty, access to information, and a clear and fair complaint mechanism.

3.1.3. Evaluation of the prevailing regulatory model

The regulatory test carried out resulted in an analysis of several regulations relating to Islamic home ownership financing both through Islamic banks and non-banks with the following comparison:⁶⁵

Table 2. Evaluation results of PPR regulations for Islamic banks and non-banks

| No | Aspek | Islamic bank PPR | Non-bank sharia PPR |
|----|-----------------------------|---|--|
| 1. | Legal Basis | - 1945 Constitution Article 28H (right to adequate housing) - Law No. 21/2008 on Banking Sharia - Law No. 4/2023 on PPSK - Law No. 8/1999 on Protection Consumer Protection - UUPA No. 5/1960 - PP No. 64/2016 on Housing Development - Fatwa DSN-MUI on murabahah, istishna', ijarah. | - 1945 Constitution Article 28H - Law No. 8/1999 on Consumer Protection - Law No. 1/2011 jo. Law No. 1/2011 jo. 11/2020 on Housing and Settlement Areas - Job Creation Law (cluster housing) - Related Minister of PUPR regulations balanced housing - Fatwa of DSN-MUI (as moral-shariah reference, not yet fully enforceable) |
| 2. | Surveillance | OJK: business license, prudential principles, risk reporting, GCG, protection consumer protection, sanctions (Article 7-8 of Law 21/2011 & POJK related products sharia products) | Not supervised by OJK, only subject to property regulations (PUPR, Pemda, BPKN) |
| 3. | Legal Certainty of the Deed | Mandatory agreement in accordance with DSN-MUI fatwa and regulated in POJK sharia products (murabahah, IMBT, istishna', musyarakah) | Varied, non-standardized and potentially non-sharia compliant agreements, prone to standardized clauses |
| 4. | Access to financing | Gain access to FLPP subsidies, SSB, secondary financing via SMF | No access to subsidies or secondary financing |
| 5. | Risk | Relatively small, more of an administrative violation, consumer dispute, or collateral execution | High Risk: project stalled, land disputes, embezzlement of funds, non-transparent contracts, PPJB defaults |
| 6. | Consumer protection | Strong, involving OJK, BPSK, BPKN, consumer class action, mechanism dispute arbitration / court | Weak. law enforcement is difficult, consumers often don't know the path sue |
| 7. | Regulasi | Complete and established regulations | There is a regulatory gap, regulation is needed for PPR Sharia non-bank |

The table shows the results of the evaluation of PPR regulations of Islamic banks and non-banks in terms of legal basis, then supervision, legal certainty of the agreement, access to financing, risk,

⁶⁵ Regulatory test results by legal experts Prof. Neni Sri Imaniyati. S.H., M.Hum, Dr. Mohammad Asmawi. S.E.M.M, Adv Amir Minabari. S.H.,M.H

consumer protection, regulation. Where both still need improvement in various aspects as an effort to implement Islamic PPR in accordance with Sharia Principles.

The results of the regulatory test with legal experts show that the formation of a special law is needed in the implementation of bank and non-bank Islamic PPR. The implementation of Islamic bank and non-bank PPR still has shortcomings in its implementation.

3.2 Obstacles to the implementation of current regulations in terms of the application of Islamic sharia in PPR for Islamic banks and non-banks.

Regulatory constraints in the implementation of sharia principles in PPR of Islamic Banks and Non-banks. Particularly because the existing regulations are not yet inclusive of non-bank financial institutions. Regulations are more focused on Islamic banking institutions. As a result, non-bank Islamic PPR does not yet have an adequate legal basis to formally and legally organize Islamic PPR.

The absence of a strong legal umbrella for these non-bank institutions has an impact on the high potential for irregularities in the sharia contracts used, especially due to weak supervision and the absence of standardized standards that are legally and sharia binding. Some of the regulations currently in force, along with an analysis of their implementation challenges, include:

Table 3. Analysis of regulation implementation

| No | Regulation | Substantion | Implementation Challenges |
|----|---|---|---|
| 1. | POJK No. 31/POJK.05/2014 on Sharia Products | Regulates the mandatory approval of sharia products by OJK. | Less flexible in accommodating non-bank Islamic PPR product innovations, especially those based on hybrid contracts such as musyarakah mutanaqisah. |
| 2. | Law No. 21 of 2008 on Sharia Banking, specifically Articles 1 and 2 | Affirming sharia principles such as the prohibition of riba, gharar, and maysir. | Does not yet have operational provisions that can be implemented in the context of PPR financing by cooperatives or pesantren-based institutions.. |
| 3. | POJK No. 35/POJK.05/2015 concerning the Implementation of Financing Businesses | Regulates the business activities of finance companies, including sharia financing. | Does not explicitly accommodate sharia-based home PPR mechanisms carried out by non-bank financial institutions. |
| 4. | Bank Indonesia Regulation (PBI) No. 11/33/PBI/2009 concerning Prudential Principles in Sharia Banking | Emphasizes the importance of the precautionary principle in Islamic banking operations. | Not yet responsive enough to risk sharing-based financing models and the implementation of musyarakah mutanaqisah contracts in the context of PPR. |
| 5. | POJK No. 31/POJK.05/2014 on Sharia Products | Regulates the mandatory approval of sharia products by OJK. | Less flexible in accommodating non-bank Islamic PPR product innovations, especially those based on hybrid contracts such as musyarakah mutanaqisah. |

The table above shows an analysis of the implementation of the Regulation in the PPR of Islamic banks and non-banks in terms of substance as well as various implementation obstacles faced.

Thus, to realize Islamic PPR in accordance with Islamic principles, it is necessary to reformulate regulations that are more inclusive and responsive to the development of non-bank Islamic financial institutions, including aspects of supervision and standardization of contracts applied. Islamic PPR banks operate on the basis of the Islamic Banking Law, DSN-MUI fatwas, and OJK supervision. The challenge is how to maintain the relevance of these sharia principles strongly in its implementation in the field, as well as optimizing consumer protection. In particular, it is important to increase public confidence in the implementation of Islamic PPR in accordance with sharia principles.⁶⁶

The next obstacle is that in practice, there are still various problems that show non-compliance with sharia principles in a kaffah manner. First, in terms of the contract, the implementation of sharia PPR does not fully reflect the principle of risk sharing as idealized in a musyarakah mutanaqisah contract or an istisna' contract, and tends to resemble a murabahah contract oriented towards a fixed profit margin. This leads to a risk imbalance between the bank and the customer.

Second, the regulations used by Islamic banking still adopt a conventional banking paradigm that is less aligned with sharia principles, especially in terms of prohibiting usury, gharar, and maisir. The operational standards of Islamic banking have also not fully integrated the DSN-MUI fatwas normatively in the provisions of positive law, resulting in disparities between the normative and implementative levels.

Third, there is a legal vacuum in the technical regulation of non-bank institutions that also provide sharia home financing. The provisions in Law No. 21/2008, POJK 25/2021, and POJK 31/2014 only regulate Islamic banks and BPRS, so they do not cover the non-bank sector, which in practice is widely used as an alternative by the community. As a result, these non-bank institutions operate without the supervision of financial authorities. Looking at the current implementation of PPR in Islamic banks, in reality in the field, improvements are needed from various aspects, including contracts, operational provisions, fines and confiscation, which are currently held.⁶⁷

Fourth, the limited human resources who understand the principles of fiqh muamalah and the technical aspects of Islamic financing are an obstacle. Both on the banking side, property developers, and non-bank institutions, there are still many implementers who do not have sufficient competence in preparing Islamic financing schemes. This has an impact on legal compliance and the effectiveness of Muslim consumer protection. It is necessary to increase human resources at Islamic banks in order to bridge the implementation of Islamic PPR so that it is in accordance with sharia principles both in theory practice and delivery to customers. Then it is necessary to increase the socialization of Islamic PPR, both banks and non-banks, to the public in order to provide education so that people are not easily trapped in investments in the name of sharia.⁶⁸

Fifth, there are weaknesses in the synergy between stakeholders, such as OJK, the Ministry of PUPR, Islamic banks, housing developers, and the Sharia Supervisory Board. The weak coordination across sectors has led to the non-optimal implementation of regulations, including in monitoring the implementation of contracts and mitigating legal risks in Islamic PPR practices.⁶⁹ Sixth, there are still many practices of mixing contracts (*tasykik al-'uqūd*) in the implementation of Islamic PPR, such as combining murabaha, wakalah, and ijarah without a clear structure and boundaries. Potentially causing gharar, *tadlis* and harming one party, especially in the protection of property (*hifz al-maal*), protection of the soul (*hifz al-nafs*), and enforcement of justice (*'adl*).⁷⁰

One of the main problems is related to legality and supervision aspects. The administrative process to legalize the status of land and buildings tends to be complex and has not been matched by an equitable supervision system, especially for sharia developers as implementers, non-bank institutions

⁶⁶ Results of FGD material presentation from Dr. Muhammad Asmawi, SE.M.M on August 9, 2025

⁶⁷ Data processing result of interview with secretary of MUI Kotamobagu, Mr. Jainudin, on July 31, 2025.

⁶⁸ Data processing result of interview with secretary of MUI Kotamobagu, Mr. Jainudin, on July 31, 2025.

⁶⁹ <https://infobanknews.com/encourage-improvement-of-sharia-ppr-smf-launches-spo-mk-sharia-housing>

⁷⁰ Mohamad Kharis Umardani KPR-iB Financing with Murabahah Akad at Sharia Business Unit (Regional Development Bank in Jakarta) ADIL: Journal of Law Vol.10 No.2

such as sharia cooperatives and pesantren foundations. This condition creates potential legal vulnerability and opens loopholes for deviations from sharia principles.⁷¹

In terms of setting margins and penalties, there is still a big challenge in establishing a system of late fees that does not contain elements of usury. The dominant practice shows that the profit margin in murabaha contracts is set at a fixed rate, resembling the conventional interest system without adequate explanation of the structure of the cost of goods and the margin. This has led to the perception of hidden usury in the community, thus obscuring the principle of transparency and the prohibition of usury in sharia contracts.⁷²

Furthermore, the settlement of sharia PPR disputes is often not done through the Religious Courts, but through the general courts. In fact, the Constitutional Court Decision (MK) No. 93/PUU-X/2012 has emphasized that the absolute jurisdiction over sharia economic cases lies with the Religious Courts.⁷³ Deviations from this provision have the effect of reducing the legitimacy of Islamic law in dispute resolution and weakening the implementation of principles such as tawarruq (halal and fair transactions), ta'awun (cooperation), and hisbah (moral and legal supervision by the people). As a result, dispute decisions often do not reflect the values of maqashid sharia, and even have the potential to reduce the level of public trust in the Islamic legal system itself. Therefore, strengthening the role and authority of the Religious Courts becomes very important to ensure that the dispute resolution process runs according to substantial sharia principles.

Another challenge is the limitations in information technology systems and data access owned by Islamic non-bank institutions. Monitoring and reporting systems that are not yet technology-based cause delays in supervision and make it difficult for authorities and DPS to ensure sharia compliance in real-time. On the other hand, the level of sharia literacy among both business actors and consumers is still relatively low. Many contracts are implemented only as a formality without a deep understanding of the substance of fiqh muamalah, thus increasing the risk of violating basic principles such as the prohibition of usury, gharar (uncertainty), and injustice in transactions.

The strategic solution offered in the perspective of maqashid sharia is to increase in-depth religious understanding and encourage the realization of benefits. Education and transparency on the elements of the contract, including an honest explanation of the principal price and margin in murabaha, are needed so that the community as customers have a full understanding and are not trapped in practices that are contrary to sharia values. Although home financing through Islamic banks has shown a commitment to sharia, there is still a need to reformulate the regulatory model and increase the capacity of industry players to ensure that the implementation of Islamic PPR is truly in line with sharia principles.

3.3 The ideal regulatory model for PPR based on Islamic Sharia in accommodating bank and non-bank PPR Sharia

The ideal regulatory model in the implementation of Islamic PPR in Indonesia must be able to resolve various regulatory constraints, especially related to limitations in coverage, supervision, and sharia compliance. A strategic approach that can be applied is the establishment of inclusive and integrated regulations that can embrace non-bank institutions that play a role in the implementation of Islamic PPR. To realize inclusive regulations, a number of laws and regulations need to be revised and completed. Law No. 21 of 2008 on Islamic Banking needs to be expanded to not only regulate bank institutions, but also include non-bank institutions as providers of sharia-based financing.⁷⁴

⁷¹ Bintang Kurnia Hidayat, Muhammad Lathoif Ghozali Risk Management Strategy for iB Home Ownership Products at KB 1. 2025,60-72

⁷² Ridwan Nurdin and Sri Ainun, Analysis of the Murabahah Margin Rate on the Sale and Purchase Transaction of KPR BTN Syariah Subsidized Houses jurnal ad mudharabah volume 3 edition 1 year 2021 p 67-82

⁷³ Suparji, Muhammad Abdul Roni, Analysis of the Constitutional Court Decision No.93 / PUUX / 2012 Towards the Settlement of Banking Disputes, Sharia in Indonesia, Vol. II No. 1 January 2017 pp 1-12

⁷⁴ Zaenal Mustofa, Reconstruction of non-bank home ownership financing by Islamic housing developers based on justice values, dissertation, 2024, p. 92

Furthermore, OJK regulations such as POJK No. 25 of 2021 and POJK No. 31 of 2014, which currently only regulate the technical and supervision of financing by Islamic banks and BPRS, need to be expanded by issuing special regulations that explicitly regulate non-bank institutions organizing Islamic PPR. This is important to ensure uniform operational standards and equal supervision in ensuring sharia compliance. Housing-related regulations such as Law No. 1/2011 on PUPR, as well as various derivative regulations including need to be updated, to explicitly include Islamic financing schemes by non-bank institutions as an integral part of the national housing financing system. There is also a need to develop specific technical operational standards for non-bank institutions that operate sharia PPR. This includes financing provisions, types of contracts allowed, supervision systems, reporting, and consumer protection mechanisms. On the other hand, strengthening the role of the Sharia Supervisory Board (DPS) is very important..

In the context of dispute resolution, it is necessary to reaffirm the absolute authority of the Religious Courts as affirmed in Constitutional Court Decision No. 93/PUU-X/2012 to resolve all sharia economic disputes, including sharia PPR disputes. Strengthening this judicial institution is needed to ensure consistent enforcement of sharia principles in dispute resolution. Establishment of a support system based on interrelationships between institutions. Collaboration between institutions such as OJK, Ministry of PUPR, Ministry of Cooperatives and SMEs, MUI, and sharia developer associations needs to be designed within the framework of responsive law. Responsive law does not only emphasize formal compliance, but is also flexible, participatory, and adaptive to social change and community needs. The regulatory interrelation model in forming a support system for Islamic bank and non-bank PPR can be drawn as follows:



Figure 1. Interrelated Model of Sharia PPR Support System Institutions

Description:

1. KNEKS as the coordination center
2. BI, OJK, MUI, SMF, ATR/BPN are regulators and enablers
3. Sharia Bank, Sharia IKNB, Sharia Developer are PPR operational actors
4. Consumers as PPR beneficiaries

Based on the figure above, the direction of sharia PPR regulatory reform needs to accommodate all organizing entities, both banks and non-banks, in one comprehensive regulatory framework based on sharia principles. One of the strategic steps that can be taken is the establishment of national regulations that cover all Islamic PPR organizing institutions, so that there is no disparity in law and practice between bank and non-bank institutions.

The implementation of Standard Operating Procedures based on the DSN-MUI fatwa needs to be universally applied and binding for all Islamic PPR providers. This includes technical guidelines for the implementation of contracts, transaction stages, recording mechanisms, and internal control systems that are consistent with sharia principles. To ensure compliance and integrity of the system, integrated supervision involving the Financial Services Authority (OJK) together with an active and

competent Sharia Supervisory Board (DPS) is needed, both in the banking and non-banking sectors. In addition, consumer protection is a crucial aspect that must be specifically regulated in Islamic PPR regulations. This includes complaint mechanisms, dispute resolution, and the provision of transparent and fair information to consumers, all of which must be carried out in accordance with the principles of justice in Islam.

Based on the explanation above, the synergy of this approach in the revision of Sharia PPR regulations and the creation of new laws results in legal and regulatory models that are responsive to the needs of diverse financing actors and communities, with flexibility and participation in the law formation process. In addition, the role of religious courts must be emphasized as a forum for dispute resolution of Sharia PPR so that sharia justice can be implemented consistently and formally legally in the national legal order.

This inclusive and integrated regulatory model also requires collaboration between government agencies, sharia industry associations, and the community, in order to build a kaffah (comprehensive and saving) sharia financing ecosystem. Thus, it is hoped that Islamic PPR regulations and policies can overcome the limitations of current coverage and supervision, encourage product innovation in accordance with maqashid sharia, and provide protection and ease of access for the community in meeting the needs of decent and equitable housing.

4. Conclusion (bold, 12 pt)

Currently, sharia-based PPR regulations in Indonesia tend to focus on the sharia banking sector, as stipulated in Law No. 21 of 2008 on Sharia Banking and several technical regulations such as OJK Regulation No. 25 of 2021 and POJK No. 31 of 2014. These regulations govern the implementation of sharia contracts such as murabahah, istishna, ijarah, and musyarakah, with sharia compliance supervision through the Sharia Supervisory Board (DPS). However, these regulations have not comprehensively reached non-bank institutions such as sharia cooperatives, Baitul Maal wat Tamwil (BMT), Islamic boarding schools, foundations, and non-bank developers, which are also active in organizing sharia PPR, especially for low-income people.

The non-inclusion of non-bank institutions in the formal regulatory structure raises a number of serious issues. Among these are the potential deviation of contracts from sharia principles, weak supervision of transaction implementation, and lack of consumer protection. This is exacerbated by the incoherence of regulations, which has an impact on the disharmony of operational standards, contract provisions, and sharia compliance supervision between institutions. As a result, the public becomes vulnerable to practices that are not in accordance with sharia principles, including the potential for hidden usury due to the non-transparent structure of the basic price and profit margin.

In the context of Islamic law and responsive legal theory, Islamic PPR regulations should ideally be inclusive, dialogical, and adaptive to social change and consumer needs. Therefore, it is necessary to reformulate regulations that are comprehensive and comprehensive. The regulation must be able to reach both bank and non-bank institutions in an integrated legal system, with integrated supervision between OJK and DPS that is active and competent in all Islamic PPR organizing institutions. The regulation must also require the implementation of standard operating procedures (SPO) based on DSN-MUI fatwas that are consistent and transparent, so that every contract used is completely free from elements of usury, gharar, and maisir and in line with maqashid sharia.

Recommendations for Sharia PPR Regulatory Reform include the first revision and strengthening of existing regulations in an inclusive and integrated manner Revision of Law No. 21 of 2008 on Sharia Banking This law needs to be expanded to not only regulate Islamic banks and BPRS, but also non-bank institutions. This includes provisions on governance, sharia compliance supervision, and consumer protection. Update POJK No. 25/2021 and POJK No. 31/2014, These regulations need to be developed to include technical arrangements for non-bank institutions that organize sharia PPR, including supervisory obligations by OJK with sharia standards equivalent to sharia banking. Revision of Law No. 1/2011 on Housing and Settlement Areas, This law must be completed to accommodate non-bank institutions involved in sharia home financing, as well as clarify the link between property development and sharia financing principles.

Strengthening the Role of Religious Courts in Sharia Dispute Resolution, There needs to be juridical strengthening of the authority of the Religious Courts as the main forum for dispute resolution in sharia PPR financing for all types of institutions, both banks and non-banks. Expansion of the Role of DPS and its Certification Arrangements, Regulations must require the existence of a competent and active DPS in all sharia PPR organizing institutions, with nationally integrated training, certification and reporting standards.

The second recommendation is the establishment of a special law on Sharia PPR. If reform is not sufficient through revision of existing regulations, then the establishment of a special law governing Islamic PPR is a more ideal and directed alternative. This law must contain the following provisions Inclusive coverage of institutions, the law must cover all types of Islamic PPR organizing institutions, including Islamic cooperatives, BMT, Islamic boarding schools, foundations, and non-bank developers, and establish an equal framework of supervision, compliance, and accountability. Uniform and stringent Sharia Compliance Standards, including SOPs based on DSN-MUI fatwas that must be implemented nationally.

Integrated supervision and consumer protection. Then the role of OJK and DPS must be strengthened as the main supervisor, with a clear and effective reporting system, sharia audit, and complaint mechanism. The law must also regulate the transparency of contracts, margins, and principal prices as an obligation of institutions to consumers. Flexibility in developing innovative contracts and products, in accordance with the needs of the community and the development of the Islamic housing industry.

As well as synergy with Land and Housing regulations. Through the evaluation of an inclusive and integrated regulatory model, both through the revision of existing regulations and the formation of new laws, it is hoped that the sharia-based PPR system in Indonesia can grow healthily, fairly, and based on sharia principles. This will not only expand people's access to decent housing in accordance with Islamic values, but also strengthen the national legal system that is responsive to the social and economic needs of the ummah.

References

- Agustina. (2023). Consumer protection of Islamic bank mortgages on behalf of houses that are not in accordance with specifications and fail to build. *INSIS Journal*, 45-55. [https://doi: 10.35719/insis.v4i1.13804](https://doi.org/10.35719/insis.v4i1.13804)
- Ahmad Abdullah. (2019). Credit Loans in the Perspective of Islamic Education. *Journal of Sharia Economic Law* Volume 3 Number 1, 42. <https://doi.org/10.26618/j-hes.v3i1.2122>
- Aini. (2025). "Marketing Strategy for KPR Financing at BTN Syariah Bandar Lampung". *Scientific Journal of Islamic Banking Students (JIMPA)*, Vol. 5, No. 1, 330-345. <https://doi.org/10.36908/jimpa.v5i1.557>
- Alya Devi Irawan and Fajri Ryan Isnandar. (2024). "Analysis of the Implementation of the Customer Eligibility Principles on Subsidized Home Financing Ownership at Bank BTN Syariah Bekasi Branch". *Journal: Masalah*, Vol. 15 No. 2, 194-205 <https://doi.org/10.33558/maslahah.v15i2.10135>
- Ashabul Kahfi, Ahmad Abu bakar, Rahmi Damis. (2025). The Dynamics of Buying and Selling and the Potential of Usury in the Digital Era from the Perspective of the Qur'an. *Tasamuh: Journal of Islamic Studies* Volume 17, Number 1, 126-143. <https://doi.org/10.47945/tasamuh.v17i1.1782>
- B. R. Saragih. 2021. *Empirical Legal Research Methodology*. Jakarta: kencana. Pp: 23-35
- Bella Adelia, Febri Darmayanti, Puan Nayla Azzahra, Shania Septi Maharani. (2025). The Foundation of Muslim Faith and Belief. *Reflection Islamic Education Journal* Volume 2, Number 2, 31-41. <https://doi.org/10.61132/reflection.v2i2.644>
- Bintang Kurnia Hidayat, Muhammad Lathoif Ghozali. (2025). Risk Management Strategy for iB Home Ownership Products at KB Bank Syariah KC Sidoarjo from the perspective of Saddudz al-Dzari'ah. *Darussalam Islamic Banking Journal (JPSDa)*. Vol.5 / No.1, 60-72. <https://doi.org/10.30739/jpsda.v5i1.3473>

- Cinta Rahmi, Azzahra Elvina Sari. (2024). "Sharia in Indonesia case study on BSI bank. Scientific Journal Research and Development Student, Vol. 2, No. 2, 1–9. <https://doi.org/10.59024/jis.v2i2.711>
- Egi Arvian Firmansyah, Deru R Indika. (2017). Islamic home ownership credit without banks: a study in West Java. *Journal of Management Theory and Applied* Year 10. No. 3, 223 <https://doi.org/10.20473/jmtt.v10i3.6541>
etd.repository.ugm.ac.id downloaded on April 2023
- Fajar Sodik, Rikhadatun Abir Al Farda, Elisa Ayuni. (2023). Application of Murabahah Akad in KPR Financing Products at Bank BTN Syariah KCPS Pekalongan. *Journal: IQTISADIE: Journal of Islamic Banking and Shariah Economy*, Vol. 1, No. 2, 39-56 <https://doi.org/10.36781/iqtisadie.v3i1.388>
- Fitri Yanti Raihan Putri. (2023). "Implementation of the Murabahah Akad and its problems in Islamic banking. *Mu'amalat: Journal of Sharia Economic Law Studies*, vol. 15, no. 2, no. 2, 189-96. <https://doi.org/10.20414/mu.v15i2.7011>.
- Fitriani. (2024). "Implementation of the Ijarah Muntahiya Bittamlik Agreement in Islamic Bank Financing in Indonesia". *AL-TSARWAH Scientific Journal*, Vol. 7, No. 1, 80-85. <https://doi.org/10.30863/al-tsarwah.v7i1.7055>
- Fira Adelia Nur Chalizah, Ana Silviana. (2023). Application of Profit System in Subsidized KPR Financing at BTN Syariah Semarang City. *Author: Notarius Journal*, 50-56. <https://doi.org/10.14710/nts.v16i2.42300>
- Ghenda Yulandari. (2023). Analysis of on the spot assessment procedures regarding the feasibility of channeling funds on KPR Sejahtera BTN IB Syariah Padang. *JEBI branch office: Journal of Economics and Business* Vol. 1 No. 3, 341-353. e-ISSN 3021-8365
- Hadiana, manager of the development company PT kreasi Prima Land in the civilian housing mainstreaming workshop of the hud institute accessed on november 30, 2021
- Hardjono. (2008). *Easy to Own a Dream House through KPR*, Publisher PT. Pusaka Grahatama. Jakarta. p 28.
- Interview result with the director of PT Prima kreasi Nusantara, Pak Hadiana.
- Interview result with general secretary of MUI Kotamobagu Mr. Jainudin S.P.
- Results of FGD material presentation Prof. Dr. Neni Sri Imaniyati, S.H., M.Hum
- Result of FGD material presentation from dr. Muhammad Asmawi, SE.M.M
- Results of FGD material presentation from the director of PT Kreasi Prima Nusantara, Mr. Ir. Hadiana
- The results of the FGD material presentation from the head of the BTN Bandung branch Mr. Benny Kurniawan
- <https://infobanknews.com/encouraging-increasing-ppr-sharia-smf-launches-spo-pmk-housing-sharia>
- <https://perkim.id/housing-financing/policy-housing-financing/> downloaded on March 6, 2021
- <https://www.rumah.com/property-guide/complete-guide-to-sharia-housing> downloaded May 18, 2024.
- Ismail Pane, Hasan Syazali, Syaflin Halim. (2022). *Fiqh Muamalah contemporary*. Publisher: Muhammad Zaini Publishing Foundation Member of IKAPI, pp 26-30.
- Ivan Rahmat Santoso, Niswatin, and Agil Bahsoan. (2023). "Analysis of Home Ownership Financing Agreements in Islamic Banks: A Maslahah Parameter Approach." *JIEI: Scientific Journal of Islamic Economics* 9, no. 01, 87-95. <https://doi.org/10.29040/jiei.v9i1.7138>
- Decree of the Chairman of the Capital Market Supervisory Agency and Financial Institutions PER-03/BL/2007 and PER-04/BL/2007.
- M. R. Rusandi. (2021). "Designing Basic/Descriptive Qualitative Research and Case Studies." *Al-Ubudyah J. Educ. And Stud. Islam*, vol. 2(1), 48-60. <https://doi.org/10.55623/au.v2i1.18>
- M. Zulfa Aulia. (2018). Development Law from Mochtar Kusuma atmadja: Directing the Development of Law. *Journal of Law*, Vol. 1, No. 2, 363-392. <https://doi.org/10.22437/ujh.1.2.363-392>
- M.Umer Chapra. (2000). *Islam and economic challenges*, (Jakarta: gema Insani press), p. 21

- Masnun Tahrir. (2008). Thought of T. M. Hasbi Ash-Shiddieqy: Sources of Islamic Law and its Relevance to Islamic Legal Thought in Indonesia. *Al ahwal Journal* vol 1 no 1, 119. <https://doi.org/10.14421/ahwal.2008.01106>
- Meichio Lesmana, Ahmad Suminto, Siti Nurma Rosmitha. (2021). Indent property financing (KPR Syariah) in terms of Maqashid Syariah and Qawaidul Fiqhiyah. *Journal of Islamic Economics and Philanthropy (JIEP)*. VOL. 04, No. 02, August, 1260-1277. <https://doi.org/10.21111/jiep.v4i03.6576>
- Nadjamuddin Ramly. (2019). Beware of sharia property fraud, <https://news.detik.com/berita-jawabarat/d/4219215/waspada-property-fraud-syariah>, accessed on November 2, 2019.
- Najiha Azzahra, Merli Anggelia, Laily Sartika, Ratih Kumala Sari. (2025). Principles of Muamalah in the Perspective of Islamic Economics. *Journal of Creative Students* Volume 3, Number 1, 29-39. <https://doi.org/10.59581/jmk-widyakarya.v3i1.4419>
- Nirmala Amelia Husein, Miswan Ansori. (2024). Mechanism and Implementation of BTN Platinum iB KPR Financing with Musyarakah Mutanaqisah Akad at Bank BTN Syariah KCPS Kudus. *Journal: Journal of Scientific Scholarship (J-CEKI)*, Vol. 3, No. 6, October 2024, 6396-6408. <https://doi.org/10.56799/jceki.v3i6.5510>
- Nurandini, Sulistiyani. (2023). "Analysis of the 5C Principles on Financing Subsidized Home Ownership Loans at Bank BTN Syariah Palu Branch Office," *Journal: AR-RIHLAH: Journal of Islamic Finance and Banking*, Vol. 3 No. 2, 125-140. <https://doi.org/10.35194/arp.v5i1.5633>
- Nur Chalizah, F. A., Silviana, A. (2023). Implementation of profit system in subsidized mortgage financing at BTN Syariah Semarang City. *Notarius*, 16(2), 701-713. <https://doi.org/10.14710/nts.v16i2.42300>
- Historical Journey of Indonesia's Housing Financing Policy - perkim.id downloaded on 23rd day
- Minister of Public Works and Public Housing Regulation No. 20 of 2019
- Philippe Nonet and Philip Selznick. (2017). *Law and Society in Transition: Toward Responsive Law*, published by Taylor & Francis.
- BP2BT KPR Program (btn.co.id) downloaded on 23 October 2024
- Properti Syariah Indonesia, (2021) <https://perkim.id/perumahan/properti-syariah-investasi-amandengan-principles-keislaman> downloaded July 10, 2021
- R. Suganda. (2022). "The Juridical Approach Method in Understanding the Sharia Economic Dispute Resolution System," *Scientific Journal of Islamic Economics* vol. 8, no. 03, 2859-2866. <http://dx.doi.org/10.29040/jiei.v8i3.6485>
- R. A. Majid, A. Sardian. (2024). Post Covid-19 Pandemic at BTN Syariah Bank. *At-Tamwil: Islamic Economic and Finance Journal* Vol. 03, No. 02, 163-174. <https://doi.org/10.33558/attamwil.v3i2.12345>
- Ridwan Nurdin and Sri Ainun. 2021. Analysis of the Murabahah Margin Rate on the Sale and Purchase Transaction of BTN Syariah KPR Subsidized Houses. *jurnal ad mudharabah* volume 3 edition 1, 67-68. <https://doi.org/67-82.10.22373/al-mudharabah.v3i1.1301>
- Risky Sobari, Tuti Anggraini, Nurul Inayah. (2024). Analysis of the Implementation of the Murabahah Agreement in Sharia House Purchase Financing (PPR) (Case Study of Bank Syariah Indonesia KCP Medan Marelan. *Al mal journal of economic and Islamic business studies* Volume 5 Number 4, 2414-2423. <https://doi.org/10.47467/elmal.v5i4.1943>
- Rizki Fathoni, Mahbubi Ali, Rahmat Mulyana. (2021). Analysis of public legitimacy in Islamic banks in Indonesia, a case study of independent Islamic banks. *AL-INFAQ: Journal of Islamic Economics*, Vol. 12 No. 1, 4-20. <https://doi.org/10.32507/ajei.v12i1.684>
- Rohmat Agung J K, Basu Swastha Dharmmesta, (2023). Analysis of the Competitive Strategy of Indonesian Islamic Banks in the Housing Financing Market in Indonesia, RA JK
- Sapta Nirwandar. (2015). "Halal Lifestyle In Indonesia", UNWTO Seminars, The Contribution of Islamic Culture and its Impact on the Asian Tourism Market Brunei DarusSalam. pp. 4
- Shah Alam. (2011). Is Religiosity an Important Determinant on Moslem Consumer Behavior In Malaysia. *Journal of Islamic Marketing*. Vol. 2. No. 1, 91. <https://doi.org/10.1108/17590831111115268>

-
- Siti Nurjanah. (2018). Dysfunction of Agreements in Sharia Housing Financing: Perspectives of Justice and Ownership. *Journal of Sharia Economic Law*, Vol. 3, No. 1, 80-85. <https://doi.org/10.26740/jekobi.v3n3.p221-233>
- Sri Abidah Suryaningsih. (2020). Non-Bank Sharia Home Ownership Credit Financing at Tahfiz Residence. *Journal of Economics and Islamic Business* Volume 3 Number 3, 221-233. E-ISSN: 2686-620X
- Soerjono Soekanto and Sri Mamudji. (2001). *Normative Legal Research A Brief Overview*, Jakarta: PT Raja Grafindo Persada. pp. 181-185
- Sumar'in Asmawi, Juliansyah. (2016). Murabahah Financing Risk management strategy case study at BTN syariah Yogyakarta. *Journal ASY-SYAR'IYYAH*, Vol. 1 No. 1, 190-193. <https://doi.org/10.26618/jei.v7i2.16262>
- Suparji, Muhammad Abdul Roni, Analysis of the Constitutional Court Decision No.93/PUU
- Suwinttha Rizkika Maghfira. (2023). Analysis of legal protection for paid-off KPR debtors who have not yet received a certificate. *lexlata, a scientific journal of Legal Sciences*, 302-317. <https://doi.org/10.28946/lexl.v5i3.2389>
- Tridjoko Wisnu Murti. (2019). "Halal Life Style and Global Trade", Proceedings, The 7th International Seminar on Tropical Animal Production Contribution of Livestock Production on Food Sovereignty in Tropical Countries September 12-14, Yogyakarta, pp. 33
- Law on housing and settlement area no 1 year 2011 article 121
- Constitution of the Republic of Indonesia 1945 article 28H paragraph 1
- Constitution of the Republic of Indonesia 1945 article 29 paragraph 2
- Law of the Republic of Indonesia no 8 of 1999 on consumer protection
- Law of the Republic of Indonesia No. 4 of 2023 concerning the development and strengthening of the financial sector article 83
- Law of the Republic of Indonesia No. 40 of 2007 on Limited Liability Companies Article 3
- Law of the Republic of Indonesia No. 21 of 2008 concerning Sharia Banking article 1 point 25
- Uswah Hasanah. (2018). 'Bay' Al-Salam and Bay' Al-Istishna'. *Intiqad Study: Journal of Religion and Islamic Education*, 162-73. <https://doi.org/10.30596/intiqad.v10i1.1929>
- Viki Mustofa. (2024). Analysis of the Importance of Monitoring and Field Supervision in Islamic Bank Financing. *Al-Muraqabah: Journal of Management and Sharia Business* Volume 04 | Number 02, 244-260. <https://doi.org/10.30762/al-muraqabah.v4i2.2018>
- W. V. Nurfajriani, M. Wahyu, I. Arivan, R. A. Sirodj, M. W. Afgani. (2024). "Data Triangulation in Qualitative Data Analysis." *The scientific journal Education Vehicle* vol. 10, no. September, 826-833. <https://doi.org/10.5281/zenodo.13929272>
- Zaenal Mustofa. 2024. *Reconstruction of non-bank home ownership financing by Islamic housing developers based on the value of justice*, dissertation, p. 92.