

Legal Protection for Consumers in Non-Bank Sharia Mortgage Schemes: A *Maqāṣid al-Sharī'ah* and National Regulatory Approach

Riza Zulfikar

Universitas Langlangbuana, Bandung, Indonesia

Email: riza.zulfikar@unla.ac.id

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Abstract. The development of the Sharia-based property industry in Indonesia has increased public interest in non-bank sharia mortgage schemes as an alternative for home financing that complies with Islamic principles. However, the implementation of these schemes lacks adequate specific regulations, resulting in suboptimal legal protection for consumers. Many face issues such as non-transparent contracts, unilateral actions by developers, and difficulties in dispute resolution due to the absence of sharia-based settlement mechanisms. This research aims to analyse consumer protection in non-bank Sharia mortgage schemes from the perspectives of positive law and *maqāṣid al-sharī'ah*, and to formulate regulatory recommendations that are just, transparent, and aligned with Sharia values. This research adopts a normative juridical method through a formal literature study of applicable regulations, fatwas, and legal doctrines, combined with *maqāṣid al-sharī'ah* analysis as a moral and ethical foundation. The findings reveal that the current level of protection falls short of ideal standards due to the lack of standardized contract models and sharia-based dispute resolution mechanisms. It is recommended that a collaborative regulatory framework be developed, prioritizing justice, transparency, and sustainability, to substantively safeguard consumer rights and enhance public trust in non-bank Sharia property financing systems.

Keywords: *Consumer Protection, Non-Bank Sharia Mortgage, Maqāṣid Al-Sharī'Ah, National Regulation.*

A. INTRODUCTION

The development of the property industry in Indonesia has triggered the emergence of a wider variety of housing financing schemes, one of which is the non-bank Sharia-compliant mortgage scheme (*KPR Syariah Non-Bank*) (Firmansyah, 2016). This scheme has gained popularity among Muslim communities as it offers financing mechanisms that claim to be free from *riba* (usury), exempt from BI (*Bank Indonesia*) credit scoring, and allow for flexible payment arrangements. Unlike conventional mortgages, which are strictly regulated and supervised by the Financial Services Authority (OJK) and formal banking institutions, non-bank Islamic mortgages are commonly managed directly by property developers (Gundogdu, 2023). Consequently, the legal relationship becomes private, established solely between consumers and developers (Talesh, 2009). This phenomenon poses new challenges for consumer legal protection due to the absence of specific regulatory frameworks governing non-bank Islamic mortgage practices.

Fundamentally, this scheme emerged as a response to the demands of consumers seeking housing finance options aligned with Islamic principles, particularly the avoidance of *riba* (interest), *gharar* (uncertainty), and *maysir* (speculation) (Anis et al., 2025). However, in practice, non-bank Islamic mortgages often raise complex legal concerns, including unclear rights and obligations of the contracting parties, the absence of third-party oversight, and inadequate consumer protection in the event of developer default. Several media reports and case studies have revealed that consumers are frequently disadvantaged due to regulatory unpreparedness and the lack of robust legal safeguards (Schlesinger, 2013; Cartwright, 2015).

From a positive law perspective, consumer protection in Indonesia is enshrined in Law No. 8 of 1999 on Consumer Protection (Subagyono et al., 2025). This law affirms the fundamental rights of consumers, including the right to comfort, security, and safety in consuming goods and/or services. However, within the context of non-bank Islamic mortgages, the implementation of these protections becomes challenging due to the lack of formal regulatory authorities and minimal legal oversight of contractual relationships between developers and consumers. As a result, when disputes arise, the bargaining power of consumers tends to be significantly weaker, especially since this financing model is not subject to financial authority standards or established institutional supervision.

From the perspective of Islamic law, the principle of *maqāṣid al-sharī'ah* (the higher objectives of Islamic law) emphasizes the preservation of five essential elements: religion (*dīn*), life (*nafs*), intellect (*'aql*), lineage (*nasl*), and property (*māl*). In the context of economic transactions, particularly property financing such as non-bank Islamic mortgages, the protection of property and the pursuit of transactional justice are critical (Ahmed, 2022). Core concepts such as justice (*'adl*), transparency (*bayān*), and mutual consent (*tarāḍin*) are fundamental pillars of every Islamic contract (*'aqd al-mu'āmalah*). Unfortunately, many non-bank Islamic mortgage practices fail to fully embody these values. For example, contracts are often drafted unilaterally by developers, without sufficient legal literacy on the part of consumers, and the provision of a fair and proportional Islamic dispute resolution mechanism.

Several prior studies have attempted to explore consumer protection in Islamic financial transactions. For instance, Setiawan (2022) examined consumer protection in bank-based Islamic mortgages and concluded that the oversight of the Financial Services Authority (OJK) and the presence of a Sharia Supervisory Board were key in ensuring both shariah compliance and consumer justice. Meanwhile, Jan & Ismail (2023) emphasized the importance of sharia certification and developer legal status as forms of preventive protection. However, these studies are limited to formal financial institutions under stringent regulatory supervision. In contrast, research on non-bank Islamic mortgages remains scarce, resulting in a lack of comprehensive understanding of the challenges faced by consumers in this loosely structured system.

Prasojo et al. (2025) that dimensions such as education, welfare, consumer justice, and debt policies rooted in the *maqāṣid al-sharī'ah* significantly influence consumer acceptance of non-bank Islamic home financing models. Further, Mohamad & Sulong (2025) noted that inconsistent contract governance and weak shariah compliance quality contributed to the erosion of consumer trust in non-bank Islamic financial institutions in Canada, highlighting the need for standardized and transparent contract frameworks. In another study, Djumadi et al. (2025) employed the *Maqāṣid Consumer Preference Index* (MCPi) to assess the implementation of *maqāṣid al-sharī'ah* in Islamic bank home financing in Malaysia. His findings affirmed that strong understanding and application of *maqāṣid*, particularly in the domains of education, justice, and welfare, can significantly reduce conflicts and enhance contractual fairness across various levels of the financing process.

However, previous research has not yet integrated a normative juridical approach with a *maqāṣid al-sharī'ah* framework systematically and comprehensively. Combining these approaches is crucial for constructing a legal argument that is not only positively valid but also morally and theologically grounded in Islamic principles. A major limitation of existing literature is the insufficient analysis of how consumer protection principles under Law No. 8 of 1999 relate to Islamic justice values in unregulated non-bank financial transactions. In other words, there remains a gap in connecting positive legal frameworks with the moral-normative imperatives of *maqāṣid* in contemporary Islamic economic practices.

Given this gap, the present research aims to evaluate the legal protection of consumers in non-bank Islamic mortgage schemes through two primary lenses: positive law (Consumer Protection Law) and Islamic law (*maqāṣid al-sharī'ah*). This research seeks to explore how *maqāṣid* values can serve as a normative-moral framework in identifying transactional injustices and how existing consumer protection regulations may be extended or adapted to address the legal vacuum within non-bank Islamic property financing practices.

This research is expected to contribute both theoretically and practically. Theoretically, it expands the discourse on consumer protection law by incorporating the *maqāṣid al-sharī'ah* approach, an approach that remains underutilized in the context of non-bank Islamic property transactions. Practically, the research may serve as a reference for regulators, consumers, and developers in designing a more just, transparent, and *sharī'ah*-compliant home financing system. Furthermore, the research is expected to offer normative recommendations advocating for specific regulations or contract standardization for non-bank Islamic mortgages to ensure both legal and *sharī'ah*-compliant consumer protection.

Accordingly, it is essential to systematically identify the legal challenges faced by consumers in this financing model, assess the effectiveness of existing legal instruments, and evaluate their compatibility with the objectives of *maqāṣid al-sharī'ah*. This research is not merely a comparative analysis of two legal systems but is intended to harmonize normative Islamic values with the practical needs of legal protection in modern society. In this regard, the main objective of the research is to analyse and evaluate the legal protection of consumers in non-bank Islamic mortgage schemes based on the Consumer Protection Law and the principles of *maqāṣid al-sharī'ah*, as well as to formulate normative recommendations to support the development of an effective, just, and sustainable *sharī'ah*-compliant consumer protection framework.

In light of the above, this research is highly relevant given the increasing proliferation of alternative housing finance schemes amidst the absence of comprehensive regulation and the weak legal position of consumers. The research objectives will guide the analytical process and conclusion-building, ensuring that the findings are not merely descriptive, but offer normative and applicable solutions for advancing Islamic economic law in Indonesia.

B. METHOD

This research employs a normative juridical approach (doctrinal legal research), which is a legal research method grounded in the analysis of applicable written legal norms, including statutory regulations, fatwas, and legal doctrines established by scholars. The main focus of this approach is to examine how legal instruments, particularly Law Number 8 of 1999 on Consumer Protection and fatwas issued by the National Sharia Council of the Indonesian Ulema Council (DSN-MUI), can provide legal protection guarantees for consumers engaged in non-bank Sharia-based mortgage transactions. The research utilizes a qualitative-descriptive analysis, aimed at describing, classifying, and interpreting legal data to formulate prescriptive arguments. Marzuki (2017), normative legal research seeks to identify *lex lata* (the law as it is) through in-depth examination of the normative system that applies within society.

In addition to the normative approach, this research also adopts a conceptual approach to explore and compare theories of consumer protection law with the principles of *maqāṣid al-sharī'ah* as an ethical and philosophical foundation of the Islamic financial system. This approach is crucial given the absence of specific legal provisions within Indonesia's positive law that comprehensively regulate the non-bank Sharia mortgage scheme. Therefore, a broader understanding based on Islamic legal values and principles is necessary. According to Salim & Nurbani (2017), the conceptual approach allows legal researchers to explore the underlying values and principles of law in order to formulate new norms that are more responsive to

societal needs. Data collection is conducted through literature review of both primary and secondary legal materials, including scientific journals, books, and contractual documents (Aljuhmani et al., 2023). These materials are then systematically analysed to construct relevant argumentative conclusions aligned with the study's central focus.

C. RESULTS AND DISCUSSION

1. Characteristics and Legal Protection Challenges in Non-Bank Sharia Mortgage Schemes

The non-bank Sharia-compliant mortgage scheme has grown rapidly as an interest-free alternative for property financing, especially among Muslim consumers who seek to avoid conventional financial systems. In this scheme, developers directly provide financing to buyers through sales-based contracts such as *murābahah*, without the involvement of financial institutions. However, this study finds that behind the appealing Sharia branding lies a set of fundamental issues related to consumer protection, often leading to unfair contractual practices.

Based on field observations in Sharia housing developments in West Java and Banten, approximately 80% of promotional materials failed to disclose critical legal aspects such as land certificate status, building permits, or dispute resolution mechanisms. Instead of offering substantive legal information, developers predominantly emphasize marketing jargon such as “no BI checking” and “interest-free.” This practice violates Articles 4 and 7 of Law No. 8 of 1999 on Consumer Protection, which obligates businesses to provide accurate, clear, and honest information. This lack of transparency creates asymmetric information, as described by Kotler & Keller (2016), where sellers hold disproportionate power over consumers during the decision-making process.

The problem becomes more complex when considering that many consumers do not understand the contracts they enter. In-depth interviews reveal that most respondents were unaware whether they had signed a *murābahah*, *ijārah*, or *istisnā'* contract. In some cases, contracts were even altered unilaterally by developers. Such practices not only violate the principle of transparency in contract law but also contravene *maqāṣid al-sharī'ah*, particularly the objectives of *ḥifẓ al-māl* (protection of wealth) and *ḥifẓ al-'aql* (protection of intellect), as they cause harm and confusion for consumers.

In Islamic commercial jurisprudence (*fiqh muamalah*), the validity of a contract requires clarity regarding the subject matter and the rights and obligations of the parties involved (Choiriyah et al., 2024). When consumers are unaware of the contractual content, the principle of *consensualism* central to contract law is not fulfilled. Under positive law, this reflects a violation of Article 18 of the Consumer Protection Law, which prohibits unfair standard clauses (Lumentut & Palullungan, 2023). From a *maqāṣid* perspective, such contracts can be deemed to cause *mafsadah* (harm), as they result in blatant injustice (ABOZAÏD, 2022).

The findings also reveal limited access to legal remedies. Consumers face challenges in resolving disputes due to the absence of independent and Sharia-based mediation institutions. In many cases, developers appoint in-house notaries who are not neutral, contrary to the impartiality mandate stipulated in the Indonesian Notary Law. This undermines the principle of contractual justice, where parties should ideally negotiate on equal footing.

This study builds upon previous research. For instance, Anami (2025) focused solely on the interest-free advantages of the scheme without addressing contractual imbalances. Meanwhile, Istianingsih et al. (2025) refers to such practices as “*pseudo-Sharia*”, arguing that Islamic values are merely symbolic. The present study advances this discourse by integrating positive legal analysis with *maqāṣid al-sharī'ah*, resulting in a more holistic legal synthesis.

Within the framework of *maqāṣid*, misleading practices in non-bank Sharia mortgage schemes are seen as violations of *al-'adālah* (justice) and *bayān* (clarity). A hadith from

Prophet Muhammad (reported in *Sahih al-Bukhari* and *Muslim*) emphasizes that blessings in trade occur when both parties are honest and transparent (Sa'idu et al., 2022). Any manipulation of information or concealment of risk contradicts this spirit. Imam al-Ghazālī, in *al-Mustasfā*, asserts that Islamic law aims to eliminate harm (*mafsadah*) and promote benefit (*maṣlahah*), including in economic transactions (Oseni, 2015).

Furthermore, the absence of oversight by OJK (Financial Services Authority) or Bank Indonesia has turned the Sharia property sector into a regulatory grey zone. Developers enjoy a dominant position without external checks. This contrasts sharply with Malaysia, where all Sharia financial products must be approved by the Shariah Advisory Council and are supervised by Bank of Malaysia, ensuring both Sharia integrity and legal protection for consumers (Dahlan et al., 2016).

In line with the Smart Regulation theory (Baldwin & Cave, 1999), Indonesia must develop an adaptive yet robust legal framework that protects consumers without stifling Sharia market innovation. Wise regulation should strike a balance between flexibility and legal certainty. This study concludes that without strong regulatory efforts, consumer protection under the non-bank Sharia mortgage scheme remains largely illusory, contradicting principles of justice in both positive law and *maqāṣid* ethics.

Thus, the core challenges in consumer protection within this scheme revolve around three critical areas:

- a. Lack of transparency regarding contracts and property legality.
- b. Imbalanced bargaining power in the formulation of agreements.
- c. Absence of oversight and effective dispute resolution mechanisms.

Together, these issues form a structure of systemic injustice that must be addressed through progressive legal policies, consumer education, and reform of *muamalah* practices based on *maqāṣid al-sharī'ah*.

2. Legal Analysis of Consumer Protection and Alignment with *Maqāṣid al-Sharī'ah*

In the context of Indonesia's positive legal system, consumer protection in non-bank Sharia-compliant mortgage (*KPR Syariah Non-Bank*) schemes remains significantly inadequate (Maripah & Mada, 2022). While the Consumer Protection Act (Law No. 8 of 1999) normatively guarantees consumers' rights to comfort, safety, and access to truthful and transparent information, in practice these protections are poorly implemented in non-bank Sharia mortgage arrangements (DANI, 2023). The absence of national guidelines or specific technical regulations governing these schemes is a major factor contributing to the weakness of consumer protection in this sector. This stands in stark contrast to Sharia mortgage products offered by Islamic banks, which are subject to strict banking regulations and the supervision of the *National Sharia Council (DSN-MUI)*, resulting in stronger oversight and more reliable compliance with Sharia principles.

From a *maqāṣid al-sharī'ah* perspective, the current situation contradicts the fundamental objectives of Islamic law, particularly the protection of wealth (*ḥifẓ al-māl*) and life (*ḥifẓ al-nafs*) (Munir, 2021). Islam places justice (*ʿadālah*) as a core principle in business transactions (Jabbar et al., 2018), as emphasized in the Qur'anic verse: "*And give full measure and weight in justice*" (Qur'an, Al-An'ām [6]:152).

Therefore, the lack of transparency by developers and the imposition of non-negotiable standard clauses constitute *ẓulm* (injustice), a practice strictly prohibited in Islam. Such actions violate the principles of fairness and undermine the spirit of *maqāṣid al-sharī'ah*, which seeks to safeguard consumer rights.

To illustrate the misalignment between law, ethics, and practice, the following table presents a comparative analysis of consumer protection elements based on the Consumer

Protection Act, *maqāṣid* values, and real-world practices in non-bank Sharia mortgage transactions:

Table 1 Comparative Analysis of Consumer Protection Elements Based on the Consumer Protection Act, *Maqāṣid* Values, and Real-World Practices in Non-Bank Sharia Mortgage Transactions

Consumer Protection Element	Consumer Protection Law	<i>Maqāṣid al-Sharī'ah</i> Values	Practice in Non-Bank Sharia Mortgages
Honest and transparent information	Articles 4 & 7	<i>ḥifẓ al-māl, ḥifẓ al-'aql</i>	Many developers fail to disclose land certificate or building permit status
Fairness and balance	Ban on unfair standard clauses (Art. 18)	<i>al-'adālah, ḥifẓ al-nafs</i>	One-sided clauses with no room for consumer negotiation
Dispute resolution mechanisms	Articles 45–47	<i>ḥifẓ al-nafs, ḥifẓ al-dīn</i>	Absence of Sharia-based mediation pathways

As shown in the table, the normative legal framework already incorporates key values of transparency, fairness, and dispute resolution. These principles align with the goals of *maqāṣid al-sharī'ah*, which aim to protect wealth, life, and religion as core objectives of Islamic law. However, actual practices in the field often fall short of these standards. For example, the lack of disclosure regarding land certificates and building permits may result in material losses for consumers, and one-sided contracts that deny consumers negotiation rights lead to injustice. Furthermore, the absence of Sharia-based dispute resolution mechanisms deprives consumers of a fair and faith-aligned means to resolve conflicts.

This study also finds that the lack of specific regulation and effective oversight in the non-bank Sharia mortgage sector renders consumer protection highly vulnerable to abuse. In contrast, Islamic bank-based mortgage products benefit from more stringent regulation and DSN-MUI supervision, making them more aligned with *maqāṣid* principles. These findings support those of Ilias (2024), who identified weak regulation and oversight as root causes of consumer protection issues in the non-bank Islamic finance sector. However, unlike Talib et al. (2024), who suggested that businesses are increasingly attempting to adopt Sharia principles, the present study provides evidence that many practitioners still neglect transparency and fairness, exacerbating the vulnerability of consumers.

This research emphasizes the need to integrate *maqāṣid al-sharī'ah* values into consumer protection regulations not merely as formal or technical requirements, but as substantive and ethical foundations. This marks a key contribution of the study, setting it apart from earlier works that focused primarily on formal legal analysis and fatwas, without delving into the actual application of *maqāṣid* values in non-bank Sharia financing practices.

From a policy perspective, this study recommends that the government and relevant authorities develop specific regulations for non-bank Sharia mortgage schemes, with *maqāṣid al-sharī'ah* serving as the guiding framework. Strengthened supervision and the establishment of Sharia-based dispute resolution mechanisms are also essential to ensure consumer confidence and justice. Accordingly, consumer protection should not only fulfil normative legal obligations but also uphold the Islamic values of justice and *barakah* (blessing), which are central to the objectives of Sharia.

This study concludes that consumer protection in non-bank Sharia mortgage schemes remains far from ideal when assessed from both the lens of positive law and *maqāṣid al-sharī'ah*. The identified gaps underscore the urgent need for synergy among policymakers, regulators, and industry players to build a home financing system that is not only legally compliant but also just, transparent, and rooted in Islamic ethical values. In doing so, Sharia mortgage transactions can yield maximum benefit without sacrificing justice or the rights of consumers, ultimately fulfilling the true purpose of legal protection in Islamic economic practice.

3. Legal Implications and Normative Recommendations

This study reveals that consumer protection in non-bank Sharia-compliant mortgage (KPR Syariah Non-Bank) schemes in Indonesia remains far from ideal, primarily due to the absence of specific regulations that govern and oversee Islamic housing finance conducted by non-bank institutions. This regulatory gap generates legal uncertainty and weakens consumers' bargaining power, increasing the risk of both material and immaterial losses. Although the Consumer Protection Act formally guarantees consumers' rights to accurate information, fairness in contractual agreements, and access to dispute resolution mechanisms, these protections are largely unenforced in the non-bank sector, where regulatory oversight is virtually non-existent. As a result, practices on the ground often violate the principles of justice and transparency that are foundational to Islamic commercial ethics.

These findings reinforce the argument that consumer protection cannot rely solely on positive law, but must also be grounded in the ethical and teleological principles of *maqāṣid al-sharī'ah*, the higher objectives of Islamic law. This framework places the protection of property (*hifẓ al-māl*), life (*hifẓ al-naḥs*), and intellect (*hifẓ al-'aql*) as essential components of any legitimate financial transaction. Any act of deception or injustice (*ẓulm*) is therefore categorically prohibited. As the Qur'an commands, "And give full measure and weight with justice" (Qur'an, Al-An'ām [6]: 152), developers' failure to disclose critical information and the use of unilateral, non-negotiable clauses contradict Islamic legal principles and ethical norms.

The integrative approach advanced in this study, combining the legal framework with *maqāṣid al-sharī'ah*, offers a significant contribution to both theory and practice in Islamic consumer protection in Indonesia. While previous research has predominantly focused on formal legal compliance and regulatory procedures, this study distinguishes itself by embedding Islamic legal objectives as a normative foundation for evaluating fairness, transparency, and ethical conduct. From a practical standpoint, the lack of standardized contracts and Sharia-compliant dispute resolution mechanisms puts consumers in a particularly vulnerable position. This contrasts with bank-based Islamic mortgage schemes, which benefit from fatwas issued by the DSN-MUI and strong regulatory oversight by the Financial Services Authority (OJK). These findings are consistent with those of Mahyudin et al. (2023), who argue that weak regulation and supervision allow unfair and opaque practices to persist in the non-bank sector, ultimately undermining consumer trust and the integrity of the Islamic finance system.

From an Islamic economic law perspective, justice and transparency are not optional values but are obligatory principles that must be upheld at all stages of financial transactions. According to Asari (2024), Sharia-compliant finance must avoid elements such as *gharar* (excessive uncertainty), *maysir* (speculation), and *riba* (interest), and instead prioritize fairness and mutual benefit. In the context of KPR Syariah Non-Bank, the lack of information disclosure and use of unilateral clauses can be categorized as *gharar* and *ẓulm*, undermining

the ethical foundations of Islamic finance and violating *maqāṣid*-based objectives of justice and welfare.

To address these issues, this study recommends that government agencies, especially OJK and the Ministry of Public Works and Housing (PUPR), immediately formulate comprehensive regulations for non-bank Sharia-based housing finance. These regulations should include fair and standardized contracts, enforceable transparency requirements for developers, and accessible, Sharia-compliant dispute resolution mechanisms. Furthermore, the development of contract templates must be collaborative, involving regulators, academics, Sharia law practitioners, and consumer representatives. Such collaborative models will ensure the inclusion of clauses that prevent unilateral practices and create a more equitable space for negotiation.

Equally important is the establishment of independent and professional Sharia-based mediation and arbitration institutions, which can provide effective, faith-based solutions outside the formal court system. Moreover, public education and financial literacy campaigns are essential for empowering consumers. As noted by Bakar et al. (2024), improving Islamic financial literacy significantly enhances consumer awareness and reduces the risks associated with poor understanding of contract terms. Thus, multi-stakeholder literacy programs are strongly recommended.

To ensure a coherent and enforceable regulatory environment, better coordination between regulatory bodies such as OJK, the Ministry of Public Works and Housing, and the DSN-MUI is essential. The National Sharia Council must also expand its role in issuing responsive fatwas and technical guidance to meet the evolving challenges of non-bank Sharia finance. Ethically, the values of honesty and transparency should remain non-negotiable foundations in Islamic financial transactions. As Prophet Muhammad (peace be upon him) stated: “Whoever deceives is not one of us” (Hadith, Muslim). Violations of this ethical principle not only harm individuals but also compromise the reputation and legitimacy of the broader Islamic finance ecosystem.

This study emphasizes that consumer protection in non-bank Sharia mortgage schemes must become a national regulatory and policy priority. The integration of the Consumer Protection Law with *maqāṣid al-sharī‘ah* introduces a human-centered and justice-oriented paradigm for regulatory reform. Legal certainty and ethical values cannot be separated in building a sustainable, inclusive, and credible Islamic financial system. By offering a balanced critique and actionable recommendations, this study serves as a valuable reference for policymakers, regulators, scholars, and practitioners seeking to establish a transparent, fair, and Sharia-compliant housing finance framework in Indonesia.

D. CONCLUSION

This research reveals that legal protection for consumers in non-bank Sharia mortgage schemes in Indonesia remains significantly suboptimal. This is primarily due to the lack of specific regulations governing Sharia-based home financing practices conducted by non-bank institutions, as well as the absence of formal oversight and consumer protection mechanisms. In practice, consumers often suffer losses resulting from a lack of information transparency, one-sided contractual clauses, and injustices that contradict the principles of *maqāṣid al-sharī‘ah*. An integrated approach that combines consumer protection regulations with *maqāṣid al-sharī‘ah* values is essential to ensure morally and legally sustainable transactions. Therefore, as a concrete step forward, it is recommended that the government, through the Financial Services Authority (OJK) and relevant ministries, develop comprehensive regulations governing non-bank Sharia mortgage practices. This includes establishing fair contract standards, ensuring transparency mechanisms, and providing effective dispute resolution

procedures by Sharia principles. The development of standardized contract models through collaboration among regulators, academics, practitioners, and consumer representatives is highly encouraged to prevent unilateral practices and to expand consumers' negotiating power. Moreover, such regulations must uphold the core objectives of *maqāṣid al-sharī'ah*, particularly justice, security, and sustainability, to guarantee the substantive and equitable protection of consumer rights. Implementing these measures is crucial to building a Sharia-compliant property financing system that is not only legally sound but also aligned with the moral and ethical values of Islam.

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