Amorti: Jurnal Studi Islam Interdisipliner
Vol. 5, No. 4, Oktober 2026, pp. 1807-1818
http://journal.amorfati.id/index.php/amorti || ISSN 2962-9209

Interdisciplinary Scope of Contemporary Islamic Studies • Interdisciplinary Islamic Education • Interdisciplinary Islamic Law, Ethics, and Fatwa Studies • Interdisciplinary Islamic Economics, Finance, and Philanthropy • Islam, Society, and Culture • Islam, Politics, Governance, and Public Policy • Islam, Gender, Family, and Human Rights • Islam, Media, Communication, and Digital Da'wah • Islam, Health, Environment, and Sustainable Development • Islam, Science, Technology, Artificial Intelligence, and Digital Transformation

Contractual Transparency and Product Information in Cinnamon Regency Housing Marketing

Hikmah Fitriyani[a,1,*], Wargo [b,2], Daud [c,3]

[*a] Institut Islam Al Mujaddid Sabak, Indonesia;
[1]hikmahfitriyani@gmail.com; [2]wargo.iims@gmail.com; [3]daudvanjava12@gmail.com
*Correspondent Author; hikmahfitriyani@gmail.com

ARTICLE INFO

Article history
Received:
20-07-2026
Revised:
22-08-2026
Accepted:
02-09-2026

Keywords
contractual transparency;
product information;
Islamic economic law;
housing marketing;
tarāḍin;
gharar

ABSTRACT

Housing transactions involve substantial financial commitments and long-term contractual relationships, making transparency in contractual terms and product-information disclosure essential to consumer protection and ethical business conduct. This study examines contractual transparency and product-information disclosure in the marketing of Cinnamon Regency housing developed by PT Aulia Residence Land in East Tanjung Jabung, Jambi, from the perspective of Islamic economic law. The study employed a qualitative approach with a descriptive case study design. Data were collected through semi-structured interviews with developers, marketing personnel, and consumers, direct observation, and documentation of promotional materials, housing specifications, receipts, and financing agreements. Data were analyzed thematically through reduction, coding, categorization, interpretation, and triangulation. The findings reveal that marketing practices were relatively transparent, although the financing contract was not Sharia-compliant. Consumers received information regarding house type, land and building area, specifications, additional quality-improvement costs, down payment, monthly installments, financing period, and the use of a conventional subsidized mortgage through Bank Tabungan Negara (BTN). Marketing personnel also explained financing mechanisms, contractual obligations, and essential clauses, while contractual drafts were provided before signing. This disclosure enabled consumers to understand initial costs, installment obligations, and financing procedures, thereby supporting informed consent (an-tarāḍin) and reducing risks of gharar and tadlīs. However, the financing arrangement incorporated a fixed annual interest rate of 5%, late-payment charges, and early repayment penalties, which constitute substantive limitations to Sharia compliance. The study concludes that the principles of al-bayān, ṣidq, and amanah were reflected in the developer's disclosure practices. Nevertheless, genuine Sharia compliance requires not only transparent marketing and contractual communication but also a financing structure consistent with Islamic economic principles.

Introduction

Housing constitutes one of the fundamental human needs and plays an important role in individual, family, and community welfare. Beyond providing physical shelter, home ownership is associated with security, comfort, social stability, and the continuity of family life. The housing sector is also closely connected with economic development because residential construction stimulates activities across construction, financing, property, and supporting service industries. The increasing demand for housing in Indonesia has consequently encouraged the development of residential projects with diverse locations, designs, prices, facilities, and payment mechanisms. This development places housing developers in a strategic position because their relationship with consumers extends beyond a simple exchange of goods and frequently involves substantial financial commitments and long-term contractual relationships. Accordingly, housing business practices require not only commercial professionalism but also accountability, transparency, and ethical responsibility toward consumers.

The intensification of competition within the housing industry has encouraged developers to employ various marketing strategies to attract prospective buyers. Marketing activities function not merely as promotional instruments but also as a primary communication channel through which developers communicate housing characteristics, advantages, prices, facilities, and contractual conditions. The quality and completeness of information communicated at this stage can significantly influence consumer understanding and decision-making. Recent research on housing finance indicates that information quality and transparency are closely associated with the fulfillment of consumer rights, particularly when consumers need to understand financing costs, additional fees, contractual requirements, and potential risks (Lee et al., 2025). Housing marketing therefore should not rely solely on persuasive communication but should provide accurate, complete, and comprehensible information. Incomplete or inconsistent promotional information may create information asymmetry between developers and consumers, potentially resulting in misunderstanding, dissatisfaction, disputes, and consumer-protection problems.

From the perspective of Islamic economic law, housing transactions constitute part of muamalah and are consequently governed by principles of justice (ʻadl), mutual consent (tarāḍin), honesty (ṣidq), trustworthiness (amanah), and the avoidance of uncertainty (gharar), deception (tadlīs), and harm (ḍarar). Islamic commercial ethics does not measure business conduct solely by economic outcomes but also requires business actors to uphold moral responsibility and fairness toward consumers (Huda & Ihwanudin, 2022; Amanullah, 2022). Transparency is therefore not merely a contemporary consumer-protection requirement but also has a strong normative foundation in Islamic commercial ethics. Recent studies of Islamic marketing indicate that honesty, transparency, and responsible communication can strengthen consumer trust and support sustainable business relationships (Komariyah & Mashudi, 2026). In this framework, transparency should be assessed not only in terms of the formal validity of the transaction but also in terms of whether consumers receive sufficient and truthful information to exercise meaningful consent before entering the contract.

Previous studies have examined several dimensions relevant to this issue. Research on housing transactions from the perspective of fiqh muamalah has highlighted the importance of contractual conformity between the agreed housing specifications and the product ultimately delivered (Handayani & Hidayat, 2022). Studies concerning istishna' in housing transactions have further emphasized the necessity of clearly specifying the object, characteristics, price, and other contractual conditions to minimize uncertainty and establish contractual certainty (Risnanda, 2022). Meanwhile, research on housing finance has examined transparency concerning financing costs, interest, fees, and financial risks as important components of consumer protection (Lee et al., 2025). In Islamic business studies, honesty, price transparency, and accurate product information have also been associated with consumer trust and ethical commercial relationships (Karham et al., 2022; Komariyah & Mashudi, 2026). These studies collectively demonstrate that contractual clarity, information disclosure, and ethical communication are important elements of fair transactions.

Nevertheless, the existing literature remains fragmented. Studies of housing transactions have generally concentrated on the validity and implementation of specific contracts, particularly fiqh muamalah and istishna', while studies of housing finance have primarily emphasized financial transparency and consumer protection. Research addressing gharar and tadlīs has likewise tended to conceptualize these principles in relation to uncertainty, concealment, or misleading information at the contractual or transactional level, rather than examining how such risks are managed from the initial marketing stage. Similarly, tarāḍin is frequently discussed as a foundational requirement of mutual consent, but less attention has been given to the informational conditions that make such consent meaningful in complex housing transactions. Consequently, there remains limited empirical research that simultaneously examines product-information disclosure, contractual transparency, and the substantive Sharia status of the financing mechanism within subsidized housing marketing. This gap is particularly significant because subsidized housing involves consumers who may be highly dependent on structured financing arrangements and therefore require clear information regarding not only the housing product but also the financial consequences of the contract.

The gap becomes more consequential when conventional subsidized mortgage financing is involved. A housing transaction may appear transparent at the marketing level because the developer clearly communicates housing specifications, prices, down-payment requirements, installments, financing periods, and contractual obligations. However, transparency in communication does not necessarily establish Sharia compliance of the underlying financing contract. A financing arrangement involving predetermined interest, late-payment charges, or other conventional financial mechanisms raises a separate question concerning the prohibition of riba and the broader requirements of Islamic commercial law. Thus, there is an analytical distinction between procedural transparency—whether relevant information is adequately disclosed to consumers—and substantive Sharia compliance—whether the contractual and financing structure itself conforms to Islamic principles. Existing studies have not sufficiently explored this distinction within empirical studies of subsidized housing marketing.

These issues are particularly relevant to the marketing practices of Cinnamon Regency, developed by PT Aulia Residence Land in East Tanjung Jabung, Jambi. The marketing process involves product promotion, communication between marketing personnel and prospective consumers, explanation of housing specifications and payment mechanisms, and the establishment of subsequent contractual relationships. The marketing stage is strategically important because it precedes the formal transaction and shapes consumers' expectations regarding the housing product and its financial consequences. Information conveyed through brochures, direct communication, and other promotional media may determine whether consumers understand the characteristics, costs, obligations, and risks associated with the transaction. From the perspective of Islamic economic law, this raises a significant empirical question: whether the disclosure practices and contractual communication applied by the developer are sufficiently transparent and consistent with ṣidq, amanah, tarāḍin, and the avoidance of gharar and tadlīs, and, separately, whether the financing structure itself satisfies Sharia requirements.

Accordingly, this study addresses a research gap by integrating three dimensions that have largely been examined separately in previous literature: (1) the disclosure of housing product information during marketing, (2) transparency and clarity of contractual terms before agreement, and (3) the Sharia assessment of the financing structure used in subsidized housing transactions. The novelty of this study lies not merely in examining whether developers provide information, but in distinguishing the ethical and legal consequences of transparent disclosure from the substantive Sharia status of the financing contract. This distinction enables the study to demonstrate that transparent communication can facilitate informed consent (an-tarāḍin) and reduce potential gharar and tadlīs, while simultaneously recognizing that transparency alone cannot transform an interest-based conventional financing contract into a Sharia-compliant arrangement.

Based on this research gap and novelty, the study aims to examine contractual transparency and product-information disclosure in the marketing of Cinnamon Regency housing developed by PT Aulia Residence Land from the perspective of Islamic economic law. Specifically, it analyzes the information communicated to prospective consumers, the clarity of contractual terms and financing obligations, and the conformity of the financing mechanism with Islamic economic principles. By connecting empirical marketing practices with the normative principles of al-bayān, ṣidq, amanah, tarāḍin, gharar, tadlīs, and the prohibition of riba, this study contributes to a more comprehensive understanding of ethical and Sharia-sensitive housing transactions. Practically, the findings are expected to encourage housing developers and related stakeholders to strengthen transparent disclosure and contractual accountability while considering financing structures that are not only transparent but also substantively consistent with Islamic economic law.

Method

This study employed a qualitative research approach with a descriptive case study design to examine contractual transparency and product-information disclosure in the marketing of Cinnamon Regency housing developed by PT Aulia Residence Land in East Tanjung Jabung, Jambi. The study was conducted during March-July, 2026 for approximately five weeks. A qualitative case study was considered appropriate because the research focused on understanding marketing processes, contractual communication, consumer experiences, and the contextual implementation of Islamic economic principles rather than measuring statistical relationships. The researcher served as the primary research instrument and directly participated in data collection, interpretation, and conclusion development. The empirical analysis focused on contractual clarity, product-information disclosure, consumer understanding, and financing practices, which were subsequently examined through the principles of ʻadl, tarāḍin, ṣidq, amanah, gharar, tadlīs, ḍarar, and riba.

Participants were selected purposively based on their direct involvement in or knowledge of the Cinnamon Regency marketing and transaction process. The study involved [total number] informants consisting of [number] developer or management representatives, [number] marketing personnel, and [number] consumers or prospective consumers. Developer or management representatives were selected because they understood housing policies, pricing, financing arrangements, and contractual procedures; marketing personnel were selected because they directly communicated housing information and financing terms; and consumers were selected because they had received housing information, visited the development, participated in negotiations, made payments, or entered into the housing financing process. Participants were required to have direct experience with the Cinnamon Regency transaction process and sufficient knowledge to explain the information and contractual communication they encountered. Data were collected through semi-structured in-depth interviews lasting approximately [30–60] minutes per participant, conducted at mutually agreed locations during the research period. With consent, interviews were recorded and supplemented by field notes.

The study also employed direct observation and documentary analysis to strengthen the empirical evidence. Observations were conducted during [number] marketing or consumer-interaction sessions and at the Cinnamon Regency housing site, focusing on how marketing personnel communicated housing specifications, prices, additional costs, financing mechanisms, installment obligations, and contractual requirements. The researcher also examined whether information communicated orally corresponded with written materials and actual practices. The documents analyzed consisted specifically of promotional brochures and marketing materials, housing specifications, price and cost information, receipts or proof of payment, and financing agreements or contractual documents. Promotional materials were examined for information concerning housing type, facilities, price, location, and financing; housing specifications were used to verify the characteristics of the offered property; receipts were analyzed to identify initial payments, down payments, and additional quality-improvement costs; while financing agreements were examined for financing periods, installment obligations, interest provisions, late-payment charges, early repayment provisions, and other material contractual clauses.

Data analysis was conducted iteratively through data familiarization, transcription, coding, categorization, thematic development, interpretation, and conclusion drawing. Interview transcripts, observation notes, and documentary evidence were compared to identify recurring patterns concerning product-information disclosure, contractual transparency, consumer understanding, financing disclosure, and Islamic business ethics. Thematic analysis was used to identify and interpret patterned meanings within the qualitative dataset (Braun & Clarke, 2021; Byrne, 2022). The analysis explicitly distinguished between transparency in information disclosure and the substantive Sharia status of the financing contract. Trustworthiness was established through source and technique triangulation, prolonged engagement, systematic documentation, and member checking. Information obtained from developers, marketing personnel, and consumers was compared with observations and documentary evidence, while inconsistencies were clarified through follow-up interviews where necessary. Member checking was conducted by presenting relevant summaries or interpretations to selected participants for clarification and confirmation (Sahakyan, 2023; Erdmann & Potthoff, 2023). These procedures ensured that the conclusions concerning contractual transparency, product-information disclosure, and the Sharia assessment of conventional housing financing were grounded in consistent and verifiable empirical evidence.

Results and Discussion

1. Results

The empirical findings indicate that the marketing practices of Cinnamon Regency demonstrate a relatively high level of disclosure concerning the physical characteristics of the housing product, but a more complex pattern emerges when the disclosure of financing terms and consumers' understanding of their long-term contractual consequences is examined. Cinnamon Regency is a residential project developed by PT Aulia Residence Land in Rano, Muara Sabak Barat, East Tanjung Jabung, Jambi, primarily targeting low-income households through subsidized Type 36 housing. The initial development plan consisted of 89 residential units supported by basic communal facilities, including a prayer facility, green space, and approximately seven-meter-wide neighborhood roads. Interviews, promotional materials, field observations, and transaction documents consistently indicated that the housing was marketed as Type 36 with a land area of 121 m^2. Field observation further showed that the physical characteristics of the units were generally consistent with the specifications communicated to prospective consumers. This consistency reduced uncertainty concerning the object of the transaction (ma'qud 'alayh) and limited the possibility of gharar arising from discrepancies between advertised and delivered housing characteristics. However, the findings also indicate that information concerning the physical product was more readily understood by consumers than the legal and financial implications of the financing arrangement.

The first category of findings concerns product-information disclosure. Prospective consumers received information about the housing type, land area, building specifications, basic facilities, and other characteristics of the housing unit through promotional materials and direct explanations from marketing personnel. The Type 36 classification and 121 m^2 land area were among the principal characteristics communicated to consumers. Information concerning the housing's physical specifications was also supported by direct observation and documentary evidence, which showed general consistency between the advertised product and the housing constructed. In addition to the basic housing price, consumers were informed about an IDR 8.5 million quality-improvement charge. This charge was particularly important because it constituted an additional financial obligation beyond the basic subsidized housing price. The transaction records further showed that the government subsidy reduced the required down payment to IDR 4.3 million, while the down payment combined with the quality-improvement charge resulted in an initial payment of IDR 12.8 million. Official receipts were issued for these payments. Consumer interviews indicated that these amounts were generally understood because they were communicated before the transaction and supported by payment documentation. From the perspective of Islamic economic law, the disclosure of these material costs reflects bayān, ṣidq, and amanah because consumers were given information that directly affected their financial decisions.

The second category concerns financing and contractual disclosure. The housing purchase was financed through a conventional subsidized mortgage provided by Bank Tabungan Negara (BTN). The credit agreement dated 24 June 2025 documented a credit ceiling of IDR 157.7 million, a fixed annual interest rate of 5%, an annuity calculation mechanism, a 180-month repayment period, and a monthly installment of IDR 1,266,100. Marketing personnel communicated the existence of the conventional BTN financing mechanism rather than presenting the housing as an interest-free or specifically Sharia housing product. Consumers were therefore informed about the principal financing structure before entering the agreement. The financing documents additionally contained provisions relating to bank fees, late-payment penalties, and early repayment or early-settlement penalties. The existence of these provisions is significant because they represent material contractual consequences that may affect the consumer's total financial obligation. The findings therefore show that the principal financing terms—financing institution, financing amount, interest rate, repayment period, and monthly installment—were disclosed, while the more detailed financial consequences of penalties and early repayment required closer attention during the contractual review. In particular, the presence of late-payment and early-settlement provisions demonstrates that disclosure of a monthly installment alone is insufficient to provide a complete understanding of the financial consequences of a long-term housing loan.

The third category concerns the consistency and completeness of information communicated before contract signing. The study found that marketing personnel generally explained the financing mechanism, contractual obligations, and major contractual clauses to prospective consumers. Consumers were also provided with contractual drafts or copies before the formal signing process, allowing them to review the documents and discuss the terms with family members. During the signing process, important provisions—including the financing amount, 5% annual interest rate, 180-month repayment period, monthly installment, payment due date, late-payment consequences, and early-settlement provisions—were reportedly explained or reconfirmed by responsible personnel. This procedure indicates that the developer did not rely exclusively on verbal promotional statements but also provided consumers with formal documentation. Nevertheless, the findings suggest that disclosure and understanding are not necessarily identical. Consumers generally understood the immediate and easily quantifiable obligations, particularly the initial payment, monthly installment, and repayment period. By contrast, provisions concerning the long-term implications of interest, late-payment penalties, and early repayment were more dependent on consumers' ability to interpret contractual and financial terminology. Thus, while no major concealment of the principal financing structure was identified, the depth of consumer understanding concerning the consequences of specific contractual provisions was not necessarily uniform.

The fourth category concerns consumer responses and understanding. Consumer interviews generally indicated positive responses toward the information provided during the marketing process. Consumers reported that knowing the Type 36 housing classification, 121 m^2 land area, initial payment of IDR 12.8 million, monthly installment of IDR 1,266,100, and 180-month financing period helped them assess whether the housing was financially feasible before proceeding with the transaction. The disclosure of the IDR 8.5 million quality-improvement charge was also important because it enabled consumers to distinguish between the basic housing price and additional costs that had to be paid at the beginning of the transaction. Consumers generally demonstrated an understanding of these immediate financial obligations and were able to identify the main characteristics of the housing offered. They also acknowledged that the financing was provided through conventional BTN mortgage financing. However, understanding was comparatively more limited at the level of the legal and financial consequences of particular contractual clauses. In particular, the implications of the 5% interest rate, late-payment charges, and early-settlement penalties required greater attention than information concerning the housing's physical characteristics or monthly installment. This finding suggests that consumer understanding was strongest for concrete product and payment information but comparatively less developed for the broader contractual consequences of long-term conventional financing.

The fifth category concerns information that was potentially insufficient from the perspective of comprehensive consumer understanding. The study did not identify evidence that the developer deliberately concealed the conventional nature of the financing arrangement. Nevertheless, the findings indicate that providing the principal financing figures did not automatically ensure that consumers fully understood all potential future financial consequences. For example, consumers could readily identify the monthly installment of IDR 1,266,100 and the 180-month repayment period, but the economic implications of maintaining an interest-bearing financing arrangement over the entire contractual period were more complex. Similarly, the existence of late-payment and early-settlement penalties was disclosed in the contractual documentation, but consumers' understanding of how these provisions could affect their financial position depended on their reading and interpretation of the agreement. Therefore, the issue identified by the study is not primarily the absence of information but the difference between formal disclosure and substantive consumer comprehension. This distinction is important in assessing tarāḍin, because meaningful mutual consent requires consumers to possess sufficient understanding of material contractual consequences rather than merely receive information in documentary form.

The sixth category concerns the relationship between transparency and Islamic economic law. The consistency between advertised housing specifications and the physical product, the disclosure of the IDR 8.5 million quality-improvement charge, the identification of the IDR 4.3 million subsidized down payment, the disclosure of the IDR 12.8 million initial payment, and the communication of the BTN financing mechanism indicate that the developer demonstrated significant elements of transparency, ṣidq, and amanah. The availability of contractual documents before signing also provided consumers with an opportunity to review their obligations and supported procedural tarāḍin. These practices potentially reduce gharar and tadlīs because material information concerning the object and principal financial obligations was not intentionally presented in a misleading manner. Nevertheless, the conventional financing structure remains substantively different from a Sharia financing contract. The fixed 5% annual interest, together with late-payment and early-settlement provisions, means that transparency in communicating the financing arrangement does not remove the issue of ribā. Consequently, the empirical findings establish a clear distinction between transparent marketing conduct and substantive Sharia compliance of the financing contract.

Overall, the results reveal an ethical–contractual duality in Cinnamon Regency's housing marketing practices. On the one hand, the developer demonstrated relatively transparent disclosure of the housing object, land and building specifications, additional quality-improvement costs, subsidized down payment, financing institution, monthly installment, repayment period, and major contractual obligations. Consumers generally responded positively and demonstrated adequate understanding of the immediate costs and principal financing terms. On the other hand, consumer understanding was less uniform concerning the long-term implications of interest, late-payment penalties, and early repayment provisions. Thus, the principal empirical issue is not simply whether information was disclosed, but whether disclosure was sufficiently clear to produce meaningful consumer understanding.

From the perspective of Islamic economic law, this finding reinforces the distinction between bayān, ṣidq, amanah, and tarāḍin as ethical and procedural qualities of the transaction, and the separate legal assessment of the financing structure itself. Cinnamon Regency therefore illustrates that a housing developer may conduct relatively transparent and ethically responsible marketing while simultaneously relying on a conventional interest-based financing mechanism that does not satisfy the requirements of Sharia-compliant housing finance

2. Discussion

The findings demonstrate that contractual transparency and Sharia compliance constitute two related but analytically distinct dimensions of housing transactions. At Cinnamon Regency, PT Aulia Residence Land demonstrated several practices that can be evaluated positively from the perspective of Islamic business ethics, particularly through the disclosure of housing specifications, additional costs, financing terms, and contractual obligations. Nevertheless, the financing arrangement remained a conventional mortgage based on a fixed annual interest rate, late-payment charges, and early-settlement provisions. This finding indicates that the ethical quality of the marketing process cannot automatically determine the legal status of the underlying financing contract. In Islamic economic law, a transaction is not rendered Sharia-compliant merely because the parties communicate honestly or provide adequate information. Rather, transparency concerns the manner in which a transaction is communicated and consented to, whereas Sharia compliance concerns whether the object, contractual mechanism, consideration, and financial obligations conform to Islamic legal principles. This distinction is particularly important in subsidized housing, where the social objective of facilitating home ownership may coexist with conventional financing mechanisms.

The first dimension is al-bayān, understood in this context as clarity and adequate disclosure of material information. The Cinnamon Regency findings indicate that consumers received information concerning the Type 36 housing classification, 121 m^2 land area, housing specifications, the IDR 8.5 million quality-improvement charge, the subsidized down payment of IDR 4.3 million, and the resulting initial payment of IDR 12.8 million. Consumers were also informed that financing was provided through a conventional BTN mortgage. The physical characteristics observed in the field were generally consistent with the specifications communicated through promotional materials. Such consistency is important because the object of a contract (maʻqūd ʻalayh) must be sufficiently identifiable to prevent material uncertainty. In this sense, al-bayān operates as an information-quality principle: consumers should be able to identify what they are purchasing, what they must pay, and what contractual obligations they assume. The disclosure practices found in this study therefore reduce informational uncertainty and strengthen the consumer's ability to evaluate the transaction before entering the agreement.

The principle of ṣidq (truthfulness) is also reflected in the developer's marketing communication. The marketing personnel did not characterize Cinnamon Regency as a Sharia housing project, interest-free housing, or a housing product without conventional banking when the actual financing was provided through BTN's conventional mortgage scheme. This is important because misleading Islamic labels could create a false perception of Sharia compliance among Muslim consumers. The developer's disclosure of the conventional financing mechanism therefore represents a form of truthful representation, even though the financing itself is not Sharia-compliant. This finding corresponds with previous research emphasizing that honesty, transparency, and responsible communication contribute to consumer trust and ethical marketing relationships (Abroza et al., 2024; Komariyah & Mashudi, 2026). The contribution of the present study is to demonstrate that ṣidq should be evaluated independently from the legal classification of the financing contract. Truthful disclosure is ethically commendable, but it does not legalize a financing mechanism that contains a prohibited element.

The principle of amānah (trustworthiness) can similarly be observed in the developer's willingness to disclose additional financial obligations and provide documentary evidence. The IDR 8.5 million quality-improvement charge was not incorporated ambiguously into the initial price but was communicated as an additional obligation and supported by transaction records. Likewise, the availability of promotional materials, housing specifications, receipts, and contractual documents provides consumers with information that can be used to verify the transaction. In Islamic commercial ethics, amānah requires business actors to fulfill their responsibilities and avoid concealing material information. The present findings suggest that the developer's disclosure practices generally satisfy this ethical dimension. Nevertheless, amānah should not be reduced to the mere existence of documents. Where contractual language concerning interest, penalties, or early settlement is difficult for consumers to understand, a higher level of explanatory responsibility may be required to ensure that formal disclosure produces substantive understanding.

The findings also provide an important interpretation of tarāḍin (mutual consent). Consumers were reportedly given opportunities to review contractual documents before signing, discuss the terms with family members, and receive explanations concerning financing amounts, interest, repayment periods, installments, penalties, and payment schedules. This process supports the existence of procedural consent because consumers were not simply confronted with a contract at the moment of signature. However, tarāḍin in Islamic commercial law should not be interpreted as equivalent to the mere presence of a signature or voluntary acceptance. Genuine consent presupposes sufficient awareness of the material characteristics and consequences of the transaction. The study therefore distinguishes formal consent, whereby consumers voluntarily sign the agreement, from informed consent, whereby consumers understand the material consequences of the agreement. The relatively strong understanding of housing specifications, initial payments, installments, and repayment periods suggests that consumers were capable of making informed decisions concerning major financial commitments. Nevertheless, the more complex implications of interest, late-payment charges, and early-settlement provisions may require greater explanation. Thus, tarāḍin strengthens the ethical quality of the contracting process but does not independently establish the substantive permissibility of the contract.

The principles of gharar and tadlīs provide the corresponding negative dimensions of the analysis. Gharar concerns excessive or material uncertainty that may affect the subject matter or consequences of a transaction, while tadlīs is associated with deceptive concealment or misrepresentation of material information. The consistency between advertised and observed housing specifications, the disclosure of the 121 m^2 land area, and the explicit communication of the IDR 8.5 million additional charge indicate that the study found limited evidence of material gharar or tadlīs concerning the physical product and initial transaction costs. Consumers were generally able to identify what type of house they were purchasing and what immediate payments were required. This finding is consistent with housing-market research showing that information asymmetry can disadvantage consumers when property characteristics and quality information are incomplete (Li & Chau, 2024; Hebdzyński, 2023). However, the absence of evidence of deliberate concealment should not be interpreted as evidence that all dimensions of uncertainty were eliminated. Long-term financing obligations are inherently more complex, and differences in consumers' understanding of interest, penalties, and early repayment may create a residual informational gap even when the contractual provisions are formally disclosed.

This distinction is particularly important because transparency cannot be treated as a mechanism for eliminating the prohibition of ribā. The financing documents examined in this study specify a fixed annual interest rate of 5%, an annuity repayment mechanism, a 180-month repayment period, and monthly installments of IDR 1,266,100, together with late-payment and early-settlement provisions. Under the dominant contemporary Islamic legal position adopted by the Indonesian Council of Ulama (MUI), bank interest is classified as ribā and is prohibited. MUI Fatwa No. 1 of 2004 on Hukum Bunga (Interest/Fa'idah) states that the practice of charging interest fulfills the criteria of ribā nasi'ah and is therefore prohibited.

Consequently, even when the interest rate is fixed, clearly disclosed, voluntarily accepted, and contractually documented, its transparency does not change its legal character under this normative framework. The relevant question is not whether consumers know about the interest, but whether the underlying financing mechanism itself conforms to a permissible Sharia contract.

This position can also be understood by comparing the conventional financing structure with recognized Sharia financing mechanisms. DSN-MUI Fatwa No. 04/DSN-MUI/IV/2000 on murābaḥah requires a Sharia-based sale structure rather than an interest-bearing loan; the bank acquires the relevant asset and subsequently sells it to the customer at an agreed cost plus profit. Likewise, ijārah muntahiyah bi al-tamlīk is recognized through DSN-MUI Fatwa No. 27/DSN-MUI/III/2002 as a Sharia-compliant lease-to-ownership structure, while musyārakah mutanāqiṣah is regulated through DSN-MUI Fatwa No. 73/DSN-MUI/XI/2008 as a partnership-based mechanism that can be used for asset ownership. These structures differ fundamentally from a conventional credit agreement in which the consumer's monetary obligation is determined through interest applied to the financing. Therefore, the Cinnamon Regency arrangement cannot be reclassified as Sharia financing merely because the housing product itself is lawful, subsidized, affordable, or marketed through transparent communication.

The findings therefore reinforce a crucial distinction between ethical marketing compliance and contractual Sharia compliance. Ethical marketing concerns whether the developer communicates accurately, avoids deception, discloses material information, treats consumers fairly, and facilitates meaningful consent. Sharia compliance, by contrast, requires an examination of the legal structure of the transaction, including the nature of the financing, the source and calculation of returns, contractual obligations, and prohibited elements. A transaction may consequently score positively on the first dimension while remaining problematic on the second. The Cinnamon Regency case provides an empirical illustration of this duality: the developer's disclosure of the conventional BTN financing mechanism reflects ṣidq and reduces the risk of tadlīs, while the provision of contractual information supports tarāḍin; nevertheless, the 5% interest-bearing financing arrangement remains inconsistent with the dominant MUI position concerning bank interest.

The findings also contribute to the interpretation of consumer protection within Islamic economic law. Contemporary housing-finance research emphasizes that consumers require clear information concerning interest, additional costs, financing requirements, and potential risks to make informed decisions (Lee et al., 2025). The Cinnamon Regency case supports this argument but extends it by demonstrating that information transparency has both an independent ethical function and a distinct legal limitation. It independently reduces information asymmetry and supports consumer autonomy, but it cannot be used as a substitute for a permissible contractual structure. Thus, transparency should be understood as a necessary condition of responsible housing marketing rather than a sufficient condition of Sharia compliance. This distinction also prevents an analytical error in which a transparent conventional transaction is incorrectly classified as an Islamic transaction merely because the consumer has knowingly accepted its terms.

Finally, the study's central contribution lies in demonstrating that the six Islamic principles examined operate at different but interconnected levels of the housing transaction. Al-bayān requires material information to be made sufficiently clear; ṣidq requires truthful representation; amānah requires responsible handling and disclosure of consumer-relevant information; tarāḍin requires meaningful mutual consent; gharar cautions against material uncertainty; and tadlīs prohibits deceptive concealment or misrepresentation. Cinnamon Regency generally demonstrates positive performance on these ethical and communicative dimensions, particularly in relation to housing specifications, additional costs, financing disclosure, and pre-signing contractual information. However, these principles do not override the independent prohibition of ribā. The theoretical implication is therefore that Islamic economic law should assess contemporary housing transactions through a two-level framework: ethical-transparency compliance and substantive contractual compliance. For subsidized housing, this means that developers and financial institutions should not only improve disclosure and consumer understanding but should also explore accessible Sharia-compliant alternatives, such as appropriately structured murābaḥah, ijārah muntahiyah bi al-tamlīk, or musyārakah mutanāqiṣah. Such an integrated approach would align consumer protection, ethical marketing, informed consent, and substantive Sharia compliance rather than treating transparency as a substitute for an appropriate Islamic financing structure.

Conclusion

This study concludes that the financing mechanism implemented at Cinnamon Regency by PT Aulia Residence Land formally operates through a conventional subsidized mortgage scheme facilitated by PT Bank Tabungan Negara (Persero) Tbk. The documented agreement contains a fixed annual interest rate of 5%, a late-payment charge of 1.50% per month, and an early repayment penalty of 1.00%. From the perspective of Islamic economic law, these contractual provisions indicate the presence of interest-based financial elements that are inconsistent with the prohibition of riba. Consequently, although the transaction concerns a tangible residential property, its financing structure cannot be classified as fully compliant with Islamic economic principles. Nevertheless, the marketing practices demonstrate relatively strong adherence to Islamic business ethics. The developer provides clear information regarding the physical specifications of the house, land area, additional quality-improvement costs, down payment requirements, and conventional financing mechanism. The explicit disclosure of the conventional banking scheme, without presenting misleading claims such as "sharia housing" or "interest-free financing," reflects the principles of al-bayan (clarity), al-shiddiq (truthfulness), and amanah (trustworthiness), while reducing the potential for gharar and tadlis at the marketing stage.

The study further finds that the principle of an-taradin (mutual consent) is procedurally accommodated through the provision of contractual drafts before signing, explanation of essential contractual clauses, and opportunities for consumers to review the agreement before giving consent. However, substantive compliance with Islamic principles remains problematic because consumer consent is exercised within a limited financial environment in which affordable sharia-compliant subsidized housing finance is not readily accessible. This condition demonstrates that ethical marketing and sharia compliance are distinct dimensions that should not be conflated: a developer may demonstrate honesty, transparency, and fairness in communicating a product while the underlying financing contract remains inconsistent with Islamic legal principles. The principal contribution of this study therefore lies in demonstrating that transparency in product information can effectively strengthen consumer protection and reduce informational uncertainty, but cannot by itself transform a conventional interest-based financing contract into a sharia-compliant transaction. Future development of subsidized housing in regions such as Tanjung Jabung Timur should consequently encourage stronger collaboration among developers, Islamic financial institutions, and policymakers to provide accessible financing alternatives that simultaneously satisfy affordability, consumer protection, and substantive requirements of Islamic economic law.

References

Azikin, M. A., Muslimin, H., Sohrah, & Mapuna, H. D. (2023). Penerapan akad murabahah pada jual beli kredit di PT. Pilar Syariah Makassar dalam perspektif hukum Islam. Iqtishaduna: Jurnal Ilmiah Mahasiswa Hukum Ekonomi Syariah, 4(4), 302–314. https://doi.org/10.24252/iqtishaduna.vi.35126

Handayani, S., & Hidayat, A. R. (2022). Tinjauan fiqih muamalah dan perilaku konsumen dalam Islam terhadap transaksi jual beli rumah dengan sistem borongan. Jurnal Riset Ekonomi Syariah, 61–68.

Handoko, J. P. S., Kusumawanto, A., Dharoko, A., & Pradipto, E. (2022). Permasalahan perumahan mewujudkan pembangunan berkelanjutan di Indonesia. Arsitektura: Jurnal Ilmiah Arsitektur dan Lingkungan Binaan, 20(2), 229–238. https://doi.org/10.20961/arst.v20i2.59273

Istiqomah, N. H., Magfiroh, S., & Habibana, Z. N. (2024). Memahami perilaku konsumen: Tinjauan aspek psikologis dalam keputusan pembelian dan strategi pemasaran. HEI EMA: Jurnal Riset Hukum, Ekonomi Islam, Ekonomi, Manajemen dan Akuntansi, 3(2), 71–82.

Lee, M., Sudirman, L., & Disemadi, H. S. (2025). Kualitas informasi dalam menjamin hak konsumen pada kredit pemilikan rumah: Perspektif konsumen di Kota Batam. Jurnal Legisia, 17(1), 42–76. https://doi.org/10.58350/legisia.v17i01.586

Nabawi, F. (2023). Perlindungan hukum terhadap konsumen yang dirugikan dalam transaksi jual beli pada situs belanja online Shopee [Skripsi, Universitas Islam Indonesia].

Nopiliani, N., Gegen, G., & Noviyanti, I. (2024). Analisis rasa kepercayaan dan komunikasi yang efektif dalam pengambilan keputusan konsumen. Solusi, 22(3), 10–33.

Parawita, F., Salas, H. J., & Marini, M. (2025). Analisis bauran komunikasi pemasaran (Café Maknyus) dalam meningkatkan branding. Professional: Jurnal Komunikasi dan Administrasi Publik, 12(1), 341–352. https://doi.org/10.37676/professional.v12i1.8530

Purba, M., Nasution, A. P., & Harahap, A. (2023). Pengaruh kualitas pelayanan, kualitas produk dan reputasi perusahaan terhadap kepuasan konsumen dengan kepercayaan sebagai variabel moderasi. REMIK: Riset dan E-Jurnal Manajemen Informatika Komputer, 7(2), 1091–1107. https://doi.org/10.33395/remik.v7i2.12268

Roosinda, F. W., Lestari, N. S., Utama, A. A. G. S., Anisah, H. U., Siahaan, A. L. S., Islamiati, S. H. D., Astiti, K. A., Hikmah, N., & Fasa, M. I. (2021). Metode penelitian kualitatif. Zahir Publishing.

Sih Handoko, J. P., Kusumawanto, A., Dharoko, A., & Pradipto, E. (2022). Permasalahan perumahan mewujudkan pembangunan berkelanjutan di Indonesia. Arsitektura: Jurnal Ilmiah Arsitektur dan Lingkungan Binaan, 20(2), 229–238. https://doi.org/10.20961/arst.v20i2.59273