

ABSTRACT

Panji Afif Hidayat, S.EI. Student ID: 200211040086. Analysis of Access to Sharia Prosperity Home Financing (PPR) (Case Study at Bank Kalsel Syariah Sub-Branch Office Banjarbaru). Advisors: (I) Prof. Dr. Syaugi Mubarak, MA. (II) Dr. Hj. Amelia Rahmaniah, M.H, in the Sharia Economic Law Program, Postgraduate Studies at UIN Antasari, 2024.

Keywords: Access, PPR, Bank Kalsel Syariah Sub-Branch Banjarbaru.

This research is motivated by the issue of accessibility to housing, which remains unresolved despite various efforts to address it. The need for housing never diminishes, making the search for a home something that nearly all new families will experience, even as a profitable investment tool that rarely depreciates. The selling price of a property fluctuates through the exchange cycle between sellers and buyers. Sellers determine the price of a house based on the costs incurred to build it, such as land costs, building material costs, and the costs of various components that make up the house. Meanwhile, buyers determine the price of the house they are willing to purchase based on the benefits and values obtained, such as the land area, building area, office space, access to the city center, and more. The aim of this study is to understand the acceptance of Sharia Prosperity Home Financing (PPR) conducted at Bank Kalsel Syariah Sub-Branch Office Banjarbaru and the validity of *urbun* (earnest money) in Sharia Prosperity Home Financing (PPR) at Bank Kalsel Syariah Sub-Branch Office Banjarbaru.

This type of research is empirical, relying on field data as the primary source, specifically interview results. It is called empirical research because the author conducts a study to observe the process of Sharia Prosperity Home Financing (PPR) at Bank Kalsel Syariah Sub-Branch Office Banjarbaru. The object of this research is the investigation of the acceptance of Sharia Prosperity Home Financing (PPR) (Contextual Analysis at Bank Kalsel Syariah Sub-Branch Office Banjarbaru). The subjects of this study are five respondents, consisting of two staff members from Bank Kalsel Syariah Sub-Branch Office Banjarbaru and three customers involved in the Sharia Prosperity Home Financing (PPR) process at Bank Kalsel Syariah Sub-Branch Office Banjarbaru.

The results of this research show that the implementation of access to Sharia Prosperity Home Financing (PPR) at Bank Kalsel Syariah Sub-Branch Office Banjarbaru, specifically the mechanism of home financing (PPR) *iB Ar-Rahman*, aligns with the theory proposed by Kasmir and the National Sharia Council Fatwa No: 04/DSN-MUI/IV/2000 regarding *murabaha* financing provisions. This involves selling goods by disclosing their purchase price to the buyer, who then pays a higher price as a profit margin. In the initial stage, Bank Kalsel Syariah Sub-Branch Office Banjarbaru uses an *urbun* contract as an alternative to a down payment. This contract is used to anticipate the possibility of the customer canceling the purchase. If the customer cancels, the down payment is retained by the bank to cover incurred costs, with any excess returned to the customer. If the customer proceeds with the purchase, the down payment is considered the first installment, and the customer pays the remaining balance of the house price.

The validity of urbun in Sharia Prosperity Home Financing (PPR) at Bank Kalsel Syariah Sub-Branch Office Banjarbaru is confirmed. The practice of buying and selling with a down payment (urbun) has become a fundamental and committed aspect of business relationships, serving as an agreement to compensate for potential risks faced by the seller, particularly the uncertainty of whether the buyer will proceed with the purchase or cancel it. Scholars of the Hanbali school generally regard the practice of selling with a down payment as permissible, allowing the seller to set conditions for the down payment, including retaining it if the buyer cancels the transaction.