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NON-CASH AGREEMENT IN PURCHASING BUILDING MATERIALS ACCORDING TO THE THEORY OF BAI' AL-DAIN

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Abstract

This article examines the legality of non-cash sales agreements. In the context of non-cash sales transactions, there exists a significant potential for harm to befall entrepreneurs in their capacity as sellers. This is primarily attributable to the potential for substantial price escalations. The present study adopts a qualitative, legal-empirical approach. The findings of this study indicate that the agreements reached by the parties regarding the purchase and sale of construction materials on a cash basis in Indra Jaya Pidie District include the recording of the identities of the parties involved, the details of the construction materials purchased, the agreed price of the construction materials, and the payment terms selected, such as 3 months, during which the buyer must settle the payment. However, it has been observed that certain purchasers have deviated from the terms of the agreement, a development that has the potential to occasion financial losses for Mulia Baru Store. Conversely, the new business store requires buyers to pay in advance to conduct cash transactions. Furthermore, buyers must consent to the imposition of a penalty in the event of non-compliance with the stipulated terms of payment.

Keywords: Agreement, *Bai' Al-Dain* theory, Islamic economic law, and Pidie District

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INTRODUCTION

Sale and purchase transactions can be carried out in various forms and modified according to the parties' agreement to meet the parties' needs. However, it is required that it does not conflict with the provisions of Shara. One form of sale and purchase agreement that the seller and buyer can agree upon is through non-cash sale and purchase transactions, which are generally carried out as a form of the seller's willingness to deliver the goods he sells to the buyer without direct payment at the time of taking the goods.[1] Typically, payment can be made in stages or all at once, according to the agreement made by both parties when the deal is made.

Conceptually, the sale and purchase transaction uses the bai' al-dain pattern, which has been ijtihadised by fuqaha as one of the transactions resulting from developing the sale and purchase contract. In this *al-dain* sale and purchase, the seller allows the buyer to take the goods first, even though payment has not been made in cash. So, in principle, this *al-dain* sale and purchase can be equated with a receivable contract created by the seller to the buyer as a debtor (*muqtharidh*). In this case, the seller will wait for payment from the buyer according to the agreed time or time to be paid or repaid by the buyer. The buyer must fulfil the conditions agreed with the seller for the relief he receives in paying off the purchase price of the goods he bought in non-cash.[2]

In *fiqhiyyah,* the scholars have explained that, due to their ijtihad, this *al-dain* sale and purchase transaction is a form of convenience in payment received by the buyer from the seller. The scholars have several opinions about the sale and purchase of *al-dain*. The Hanafi school thinks that debt is a form of property that cannot be seen, is considered property because of necessity, and is regarded as a daily necessity.[3] Most jurists from the Shafi'i, Maliki, and Hanbali schools of thought regard *bai al-dain* as an obligation that one must fulfil from one's wealth for reasons that establish it, based on the legal sources accepted by each school of thought.[4] According to Wahbah Az-Zuhaili, *bai' al-bain* is done by someone who has receivables or someone who

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[1] Syifa Un Nafsi, Chairul Fahmi, and Riadhus sholihin, "THE VALIDITY OF USED GOODS AUCTION PRACTICES ON FACEBOOK PLATFORM," *JURISTA: Jurnal Hukum Dan Keadilan* 8, no. 2 (December 31, 2024): 622–43, https://doi.org/10.22373/JURISTA.V8I2.195.

[2] Wahbah Zuhaili, *Fiqh Islam Wa Adillatuhu*, Volume 5, (Jakarta: Darul Fikri, 2011), pp. 138.

[3] Wafa' Muhammad 'Izzat al-Syarif, Nizam al-Duyun (Jordan: Dar al-Nafais, 2010), p. 190.

[4] Nazih Hammad, *Qadaya Fiqhiyyah Mu'ashirah fi al-Mal wa al-Iqtisad* (Damascus: Dar al-Qalam, 2001), pp. 190.

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does not have receivables. In both situations, the sale and purchase of receivables can be done immediately or in cash, and it can also be done by payment with a delay in a specific period.[5] Price differences between cash and non-cash transactions often occur in the community. Some parties determine the price of non-cash transactions by adding a price. Still, some parties do not add a price to non-cash transactions, where payment is determined according to the nominal value of the goods purchased.[6]

The sale and purchase of building materials use a non-cash payment system. This system is an agreement between the seller and the buyer, where both parties agree to the existing terms. The seller also gives the buyer complete freedom to choose between cash and non-cash transactions. In the context of non-cash purchases of building materials, this refers to the reasons or factors that cause this non-cash payment method to be applied and agreed upon by building shop owners, especially for material buyers with many orders. Non-cash transactions in purchasing building materials also follow the market mechanism, so sellers and buyers are willing to use the previously agreed system.

One of the main factors in this market mechanism is setting prices that go up and down due to demand or supply. If demand and supply are normal, the market will be stable, but if not, the market will be disrupted. Prices should not be interfered with to establish a fair market price based on demand and supply. In the Islamic concept, the interaction between demand and supply should be based on mutual agreement, without any party feeling forced or unfairly disadvantaged at a certain price level.[7]

In non-cash buying and selling transactions, the risks in this transaction can potentially harm the entrepreneur as the seller, mainly due to the material price situation. The business will have difficulty redeeming goods from the distribution party, especially when the price of the material rises significantly; this can cause losses if the buyer, as a consumer, does not realise the agreement that has been made, such as paying off the price of building materials that have been purchased according to the predetermined period. This is a consideration for building material entrepreneurs when making agreements with buyers, namely by recording the parties' identity,

[5] *Ibid*, pp. 3404

[6] Wahbah Zuhaili, *Fiqh Islam Wa Adillatuhu*, Volume 5, (Jakarta: Darul Fikri, 2011), pp. 138.

[7] Sumarlin, *Islamic Economics an Approach to Microeconomics from the Perspective of Islamic Law*, pp. 176.

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details about the building materials to be purchased, and the payment period. In this case, the trader is very concerned about the buyer's character and attitude of the buyer to avoid the risk of payment defaults, especially for large quantities of material.[8]

Based on the data obtained by the author from interviews conducted at the Mulia Baru building material store in Indra Jaya sub-district regarding non-cash transactions in the purchase of building materials, there are requirements between sellers and buyers so that transactions run smoothly and safely. In Mulia Baru's non-cash purchase of building materials, several conditions must be met as a seller, namely providing detailed invoices for each transaction and delivering goods on time, including details of goods, prices, quantities, payment terms on invoices, providing materials on time, and ensuring goods arrive in good condition. However, these sellers do not apply price increases to buyers, so buyers continue to pay according to the nominal price of the material. Meanwhile, the buyer must fulfil requirements such as agreeing to the agreement provided by the seller and making timely payments according to the agreed terms. Non-cash payments at Mulia Baru stores are usually made in instalments with a 1 to 6-month maturity.[9]

Based on the results of interviews with the Usaha Baru shop, the buyer agrees to the purchase agreement by way of cash tempo with several conditions that must be met by the party, namely with a minimum DP of 15%-20%. The buyer will pay the rest in cash according to the deadline agreed upon at the beginning of the contract, for example, a buyer who buys goods with a nominal value of Rp. 5,000,000, and makes an initial payment with a nominal value of 20% of the total price of the goods purchased, then the buyer pays the rest with the agreed tempo. This *cash tempo* transaction at the New Business store has a significant difference from the usual *down payment* transaction, namely, the New Business store focuses more on payment with a specific tempo by paying 20% of the total price; then the buyer only needs to pay the rest without any additional cost. Meanwhile, the usual *down* payment is more related to payment before the goods or services are received to guarantee the remaining payment, which may involve additional interest

[8] Chairul Fahmi, "The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia," *Jurnal Ilmiah Peuradeun* 11, no. 2 (May 30, 2023): 667–86, https://doi.org/10.26811/PEURADEUN.V11I2.923.

[9] Interview with Junaidi, manager of Mulia Baru building material shop on 22 May 2024 in Indra Jaya Sub-district.

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and administrative fees.[10]

According to the management of the Mulia Baru store, the agreement to purchase materials on a *cash* basis has inevitable consequences. This transaction can increase sales positively because it attracts customers who may not have enough cash, and can reach a broader market, including large contractors who buy in bulk. Meanwhile, the negative impact is that buyers who do not pay on time can commit fraud, which causes default because non-cash payments are not allowed under the initial agreement. Defaults often experienced by sellers of building materials, namely when the buyer takes goods with a nominal value of Rp. 3,000,000, which is agreed to be paid within three months, the buyer should pay a nominal value of Rp. 1,000,000 per month, but the buyer initially delayed payment for over a few months beyond the agreed term. From these risks, sellers are expected to set clear and firm terms, consider offering payment by *cash terms, check the buyer's previous cash terms* history, and build good relationships with buyers to increase trust and cooperation.[11]

There is also a response from the New Business store regarding *cash tempo* transactions; the store thinks that this cash tempo transaction is a system that is often chosen of buyers, because it helps buyers who lack the cost to make transactions in cash. However, many buyers do not pay according to the agreement that has been agreed upon at the beginning, or even delay payment with a very long delay from the initial delay of the agreement, which can harm the entrepreneur.[12]

From some shop responses above, buyers also respond to *cash-to-payment* applied at building material stores. Like buyers at Mulia Baru and Usaha Baru stores think that *cash tempo* transactions on the purchase of building materials used by the store are beneficial for buyers with large projects who have limited costs for taking large quantities of goods, because with *cash tempo* transactions, they can pay off the price of taking goods after the project is completed by the agreement at the beginning with the seller. Some think that the cash tempo transaction at this building material store is a payment system often chosen by buyers because it gives buyers time to

[10] Interview with Mahdi, owner of the building material shop Usaha Baru on 6 June 2024 in Indra Jaya Sub-district.

[11] Interview with Junaidi, manager of Mulia Baru building material shop on 22 May 2024 in Indra Jaya Sub-district.

[12] Interview with Mahdi, owner of the building material shop Usaha Baru on 6 June 2024 in Indra Jaya Sub-district.

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prepare the costs to pay the installments over 1- 6 months.[13]

RESEARCH METHODS

In this study, the authors used a *normative sociological* approach, which combines normative aspects (law as norms or rules) and sociological aspects (legal relations with society). This approach focuses on law as a set of rules that are written and formally applicable by analysing the interaction between law and society.[14] The *normative sociological* aspect examines the legal provisions on *cash tempo* agreements on non-cash purchases of building materials in Indra Jaya District, Pidie Regency, based on the concept of *bai' al-dain*. With a *normative sociological* approach, the author's research analysis focuses on *cash tempo* agreements to provide a comprehensive perspective by combining *normative study of* the concept of *bai' al-dain* and the influence and impact in the social context to produce a deeper understanding of how it functions in realising and offering solutions for legal and policy improvements.

Data sources are subjects or references used to obtain valid and objective data in research. This research uses two data sources, primary and secondary, to obtain accurate data regarding cash tempo agreements on the purchase of building materials in Indra Jaya District, Pidie Regency. Primary data comes from field research, while secondary data comes from books, research results, journals, and other documents related to this research obtained by searching archives from various libraries.[15]

RESULTS AND DISCUSSION

A. Mechanism of *Cash Tempo* Agreement on the Practice of Buying and Selling Building Materials in Indra Sub-District

In buying and selling, an agreement between both parties is significant, whether for sellers or buyers. An agreement is when a person commits to being bound by another person. The deal contains pre-agreed contracts, namely the rights and obligations of the parties involved, both in written and oral form.[16]

Payment of *cash maturity* on purchasing building materials is very

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[13] Results of an interview with Safri, a buyer at the building material shop Usaha Baru on 1 July 2024 in Indra Jaya District.

[14] Muhammad Siddiq Armia, *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*, ed. Chairul Fahmi (Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022).

[15] Bambang Sunggona, *Legal Research Methods*, (Jakarta: Rajawali Pers, 2009), p. 38. 38.

[16] Budiman N.P.D Sinaga, *Agreement Law and Dispute Resolution from the Secretary's Perspective,* (Jakarta: Raja Grafindo Persada, 2005), p. 12. 12.

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convenient for buyers because they have more time to complete payment for the goods purchased than the cash payment system. However, the specified period is not as long as the loan repayment. This is the reason or factor why this *cash tempo* payment method is chosen and agreed upon by the buyer, especially material buyers with large orders. Therefore, consumers who choose to pay by *cash tender* must agree to the agreement made by the building material store. However, many buyers do not pay as agreed in the contract, and payments can be significantly delayed compared to the original contract, which can be detrimental to the entrepreneur.[17]

Purchasing building materials on a *cash* basis in Indra Jaya kec can harm some stores. The Mulia Baru store has a risk that can damage the entrepreneur as a seller, mainly due to the material price situation. This is taken into consideration when the building material store enters into a contract or agreement with the buyer, including by recording the identity of the parties involved, details of the building materials purchased, the price of the material that has been determined, the payment period to be completed, and the buyer is ready to accept fines for buyers who do not complete the payment according to the tempo agreed upon at the beginning with the store. In purchasing building materials at the Mulia Baru store on a *cash* basis, the seller does not require an initial payment as a down payment. Still, the buyer only pays for the total goods purchased according to the period agreed upon at the beginning with the seller. The payment period is usually made in instalments of 1 to 6 months. For example, a buyer who buys materials with a total price of Rp3,000,000 by choosing a payment period of 6 months, where the buyer only needs to pay the seller Rp500,000 every month without additional prices.[18]

Then, the *cash tempo* agreement contract at the Usaha Baru shop agreed upon by both parties is a minimum down payment of 15-20%. Then the buyer pays the rest in cash within the agreed period at the beginning of the contract. After that, the seller will give a receipt to the buyer as proof of having paid an advance payment. For example, a buyer purchases goods with a nominal value of Rp6,000,000 and makes an initial payment of 20% of the total price of the goods purchased, which is Rp1,200,000. The buyer then pays the remaining amount at the agreed time. The *cash* payment transaction at Toko Usaha Baru

[17] Interview with Junaidi, manager of Mulia Baru building material shop on 28 December 2024 in Indra Jaya Sub-district.

[18] Interview with Junaidi, manager of Mulia Baru building material shop on 28 December 2024 in Indra Jaya Sub-district.

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differs significantly from the regular deposit transaction. In other words, Toko Usaha Baru focuses on payment in stages by paying 20% of the total price, after which the buyer only has to pay the price, with no additional fees.[19]

B. The Impact of *Cash Tempo* Transactions on the Purchase of Building Materials in Indra Jaya Sub-district

One way to fulfil life's needs is through trade or buying and selling activities. In this process, a mutually beneficial interaction between the seller and the buyer must exist. Buying and selling can be defined as exchanging goods or services for money or giving something to another party in the hope of getting something in return. All these transactions are based on mutually beneficial agreements and usually occur in a positive atmosphere.[20] However, buying and selling also have some consequences or impacts that can be both positive and negative.[21]

Consequences in business are the direct or indirect impacts of every decision and action taken in running a business. Every choice, whether big or small, has the potential to bring diverse outcomes, ranging from financial gains to significant losses. These consequences can be internal, such as affecting organisational structure or company culture, or external, such as the impact on brand reputation, customer relationships, or even the company's position in the market. Therefore, a deep understanding of potential consequences is key in making strategic and sustainable business decisions.[22] The sale of building materials on a *cash* basis at Mulia Baru and Usaha Baru stores is an increasingly common practice in the community. This provides convenience for buyers but also has a number of consequences for both sellers and buyers.[23]

Based on the author's interviews, one of the most significant impacts of *cash* sales at the Mulia Baru store is the possibility that the buyer cannot

[19] Interview with Mahdi, owner of the building material shop Usaha Baru on 29 December 2024 in Indra Jaya Sub-district.

[20] Chairul Fahmi and Peter-Tobias Stoll, "Measuring WTO Approaches in Resolving Palm Oil and Biofuel Trade Disputes from Indonesia," *BESTUUR* 12, no. 2 (December 31, 2024), https://doi.org/10.20961/BESTUUR.V12I2.94203.

[21] Siti Choiriyah, *Muamalah: Buying and Selling and Other than Buying and Selling*, (Surakarta: CDAQ STAIN Surakarta, 2009), pp. 91.

[22] Fahmi, "The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia."

[23] Chairul Fahmi et al., "The State's Business Upon Indigenous Land in Indonesia: A Legacy from Dutch Colonial Regime to Modern Indonesian State," *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam* 8, no. 3 (August 24, 2024): 1566–96, https://doi.org/10.22373/SJHK.V8I3.19992.

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fulfil the payment obligation within the agreed period. If the buyer fails to pay, the store can experience significant financial losses, especially if the goods have been delivered without a payment guarantee. The shop may also find it challenging to repurchase goods from the vendor, especially if the price of materials increases significantly. Losses may occur if the buyer, as a consumer, does not fulfill the contract to purchase building materials and other materials within the specified timeframe.[24] Meanwhile, the impact that will be received by buyers at Mulia Baru stores usually have to pay the additional price given by the store because making payments is not by the tempo agreed at the beginning with the store, and most likely the buyer will be rejected by the store if at any time they want to make another *cash* payment at the store.[25]

According to the New Business store, this *cash-to-tempo* transaction has specific impacts, both positive and negative. The positive is that this cashless transaction helps buyers who lack the money to transact in cash. At the same time, the negative impact is in the form of many buyers who do not pay off payments according to the agreed agreement, even delaying payments with a very long delay from the agreed time at the beginning of the agreement with the shop.[26] Buyers at the Usaha Baru shop have also responded that cash transactions at this tempo positively impact buyers with large projects who are short on costs for taking large quantities of goods, so they can pay off the payment after the project is completed.[27]

C. Implementing Akad *bai' al-dain* in the Practice of Selling Building Materials by *Cash Tempo*

Humans are social creatures who need other people to fulfil their needs. This means that everyone needs to live with the people around them. The all-merciful and all-knowing God gave humans a gift by creating the universe for them.[28] One of the wisdoms of the revelation of Islamic law is to maintain justice and benefit among humanity. In addition, a virtue of Islamic

[24] Interview with Junaidi, manager of Mulia Baru building material shop on 28 December 2024 in Indra Jaya Sub-district.

[25] Results of an interview with Darmadi, a buyer at Mulia Baru building material shop on 28 December 2024 in Indra Jaya District.

[26] Interview with Mahdi, owner of the building material shop Usaha Baru on 29 December 2024 in Indra Jaya Sub-district.

[27] Results of an interview with Safri, a buyer at the New Business building material shop on 29 December 2024 in Indra Jaya District.

[28] Umi Hani, *Fiqh Muamalah*, (Banjarmasin: Muhammad Arsyad Al-Banjary Islamic University of Kalimantan, 2021), p. 40. 40.

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law is its attention to humans in matters of buying and selling so as not to fall into things that can harm the unity of the people in the future. The scope of *muamalah* is so vast that it encompasses not only buying and selling but also discussing agreements or contracts in terms of helping each other, such as debt and credit. [29]

In the Islamic concept, debt and credit are contracts that contain the value of *ta'awwun* (helping each other). Thus, debt and credit can be regarded as social worship, which also requires its portion in the Islamic view. Debt and credit are also valuable, especially in helping those who are economically disadvantaged or needy.[30] In the modern context, *an al-dain* is a financing agreement for selling and purchasing goods, including issuing debt securities or other financial instruments based on a pre-agreed price. This type of financing is short-term, i.e., less than one year, and only includes financial instruments with good investment ratings.[31]

Akad *Bai' al-Dain*, or the sale and purchase of debt, is a concept in Islamic law relevant to buying and selling building materials on a *cash* basis. This Akad is a sale and purchase transaction in which the object traded is debt. In buying and selling building materials with a *cash-to-tempo* system, the seller and buyer often agree regarding the payment period. The buyer is given a specific deadline to pay off the purchase.[32] The vital stipulation in the sale and purchase contract is the willingness of both parties. Although willingness is an inner and invisible aspect, an indication is needed to confirm it. These indications can be in the form of ijab and qabul, such as the seller saying, "I sell," and the buyer saying, "I accept," as well as giving each other goods and money. In the digital context, willingness can also be expressed through written communication, provided there is no fraud or coercion element.[33]

The agreement agreed upon by the parties regarding buying and selling building materials on a cash basis in Indra Jaya Sub-district varies. At the Mulia Baru shop, the deal is to record the identity of the parties involved, details of the building materials purchased, the price of the material that has

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[29] Ismail Pane, Hasan Syazali, et al, *Contemporary Fiqh Muamalah*, (Muhammad Zaini Publishing Foundation, 2022), pp. 129-130.

[30] *Ibid*, p. 74

[31] Abdul Azis Ramdansyah, "The Essence of Debt in the Concept of Islamic Economics", *Journal of Islamic Business and Management,* Vol. 4, No. 1, 2016, p. 125. 125.

[32] Y. Sonafist, Debt and Credit in Fiqh Perspective, *Jurnal Islamika*, Vol. 15 no. 1, 2015, p. 115. 115.

[33] Abdul Rahman Ghazaly, Ghufron Ihsan, Sapiudin Shidiq, *Fiqh Muamalat*, (Jakarta: Prenada Media Group, 2010), pp. 129-130.

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been determined, the payment term to be chosen, for example, 3 months, where the buyer must pay off the payment within that time. However, a few buyers violated the agreement, which can cause losses for the Mulia Baru shop. Meanwhile, the new business store requires buyers to make a down payment to make *cash* transactions. And the buyer must be prepared to accept a fine if he does not complete the payment according to the terms agreed upon at the beginning with the shop.

In Islam, it has been explained that it does not allow buying and selling practices that harm one party, contain elements of uncertainty, and other things that are not by economics in Islam. As explained in Al-Quran surah An-Nisa (4) verse 29: Meaning: "O you who believe, do not eat of one another's wealth by unlawful means, except by way of mutual trade between you. And do not kill yourselves; surely Allah is Most Merciful to you". (Q.S An-Nisa verse 29) On the other hand, the agreement agreed upon by the parties to buy and sell building materials on a cash basis in Indra Jaya Sub-district is permissible in Islam because the two parties' consent to the transaction.[34] For this agreement, the shop and the buyer must also accept all consequences, including violating the buyer's payment terms and adding prices for buyers who pay outside the predetermined terms. Islam greatly emphasizes justice in all aspects of life, including buying and selling transactions. However, the concept of willingness from both parties is often debated in the context of transactions that may harm one of the parties. Islam does not prohibit transactions that may harm one party if both parties are willing. However, some limitations must be considered, such as no fraud or coercion, both parties must have sufficient information about the value of the goods, and the transaction must not conflict with broader values of justice.[35]

Islam, as a universal and comprehensive religion, is present to regulate human life in various dimensions, including spiritual and material. This means that Islam focuses on creed and includes political, social, cultural, and economic systems relevant to all humanity. Islam integrates the teachings of creed and sharia as a complete guide to life, encouraging its followers to apply its principles in all aspects of life. Thus, economic activities

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[34] Muhammad Achyar, Chairul Fahmi, and Riadhus Sholihin, "ISLAMIC LAW REVIEW OF MONOPOLY PRACTICES IN MODERN ECONOMICS," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 5, no. 2 (December 30, 2024): 288–308, https://doi.org/10.22373/AL-MUDHARABAH.V5I2.6545.

[35] Sri Wahyuni et al., "THE ROLE OF COURTS IN RESOLVING CASES OF BANKRUPTCY OF ISLAMIC BANK CUSTOMERS," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (June 10, 2023): 1–23, https://doi.org/10.1234/JURISTA.V7I1.42.

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in Islam must be based on transactions based on Islamic values, creating the welfare of individuals and society.[36] Wahbah Az-Zuhaili in Tafsir Al-Munir emphasises that cash and non-cash transactions have benefits and justice.[37] He reminds us that individuals commanded to give alms and loans without interest should manage their wealth through trade and keep it from being lost. Az-Zuhaili also highlights the importance of recording transactions to protect the rights of both parties and prevent losses due to setbacks. This is explained in Q.S. Al-Baqarah verse 282: "O you who believe when you do business not in cash for a fixed time, you should write it down. And let a writer among you write it down correctly". (Q.S. Al-Baqarah verse 282). This verse guides the procedure of muamalah in non-cash transactions. This rule's benefit is maintaining the security of transactions by recording them and providing collateral. This verse reflects the value of compassion and mutual help between people, which is opposite to the practice of usury. The laws governing cash and non-cash transactions contain wisdom in the form of benefits and justice.

CONCLUSIONS

Based on the description as described above, in the purchase of building materials on a *cash tempo* basis in Indra Jaya Sub-district at Mulia Baru store on a *cash* tempo basis, the store stipulates an agreement that will be fulfilled by the buyer, namely the tempo agreement that will pay the total price of the goods purchased and agree on a predetermined price. Meanwhile, the agreement stipulated at the Usaha Baru shop is in the form of submitting an advance payment at the beginning to the shop of 15-20% of the price of the goods to be purchased at *cash tempo* and the buyer who must be prepared to accept fines from the shop if he is late in making the agreed payment at the beginning. In addition, buying and selling in *cash at* this *tempo* also has consequences for the parties, both the shop and the buyer. For the shop, the consequences that will be received in the form of losses and the store's cash system becomes unstable due to buyers who do not agree to the agreement that was made at the beginning, where the buyer is late paying the total price of goods that have passed the time given by the store. Meanwhile, the consequences received by the buyer are the stipulation of an

[36] Umi Hani, *Fiqh Muamalah*, (Banjarmasin: Muhammad Arsyad Al-Banjary Islamic University of Kalimantan, 2021), pp. 74-75.

[37] Wahyu Akbar et al., "Optimization of Sharia Banking Regulations in Developing the Halal Cosmetic Industry in Indonesia," *Jurnal Ilmiah Al-Syir'ah* 22, no. 1 (June 30, 2024): 1–12, https://doi.org/10.30984/JIS.V22I1.2611.

agreement that must be fulfilled, which is burdensome for the buyer, such as having to be prepared to receive a fine if the payment term is late, which will be determined by the store. On the other hand, if it is related to the concept of *bai' al-dain*, the agreement agreed upon by the parties in the practice of buying and selling building materials on a *cash* basis at Kec. Indra Jaya is allowed, even though one party has a disadvantage. This is because this transaction is carried out with the willingness of both parties, but there are still limitations, such as the absence of fraud, and there is no element of coercion for one of the parties to the transaction. Islam does not prohibit transactions that may harm one party if both parties are willing. However, some limitations must be considered, such as no fraud or coercion, both parties must have sufficient information about the value of the goods, and the transaction must not conflict with broader values of justice.

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