

Sharia Compliance Analysis of Antam's Gold Buying, Saving, and Printing System Based on Tamasia Online Application

Maulidia Sakinah¹, Nurwahidin², Muhammad Zilal Hamzah³

¹University of Indonesia, dheakholiq@gmail.com

²University of Indonesia, nurwahidin@ui.ac.id

³University of Indonesia, mhd_zilal_hamzah@trisakti.ac.id

ABSTRACT

This study pursuists to determine how the system and technique of trading, saving, and printing Antam's gold mechanism in sharia through the online application Tamasia beneath the auspices of PT. Tamasia Global Sharia. To discover what contracts have been recognized as being used in buying, selling, and saving Antam's gold thru the Tamasia online application and whether or no longer these contracts are according with the related DSN-MUI Fatwa. This study uses descriptive qualitative method research with a normative juridical research approach and empirical juridical research with the aid of analyzing Tamasia products. The evaluation and identification of the facts acquired was juxtaposed with the regulation of sharia principles, specifically the DSN-MUI fatwas related to the contracts used. The outcomes confirmed that based on an analysis of the general provisions that became the substance of the related DSN-MUI fatwas, the recognized contracts used in the buying and selling mechanism and saving of Antam's gold through the Tamasia online application included wadi'ah yad amanah contracts on gold savings. that is saved inside the application for the buy Suka-Suka product, and the salam contract in the system of ordering Antam's gold bars for savers who desire to withdraw their gold savings balance.

Keywords: Gold, Online Applications, Wadi'ah, Salam

INTRODUCTION

Buying and selling using sharia principles is a form of economic activity whose essence and purpose is to help each other with fellow human beings with the legal provisions regulated in Islamic law, because its nature demands the pleasure of both parties, namely between the seller and the buyer, transactions Using the contemporary Islamic economic system, we can now find its application in various sectors, one of which is investment or buying and selling gold.

The current rapid economic growth has resulted in many Islamic banking institutions or other Non-Bank Islamic Financial Institutions making and offering gold financing products to the Indonesian people who have relatively high enthusiasm. This is because people see the development of gold investment which always increases from year to year and tends to be more affordable than property investment, making this investment very tempting.

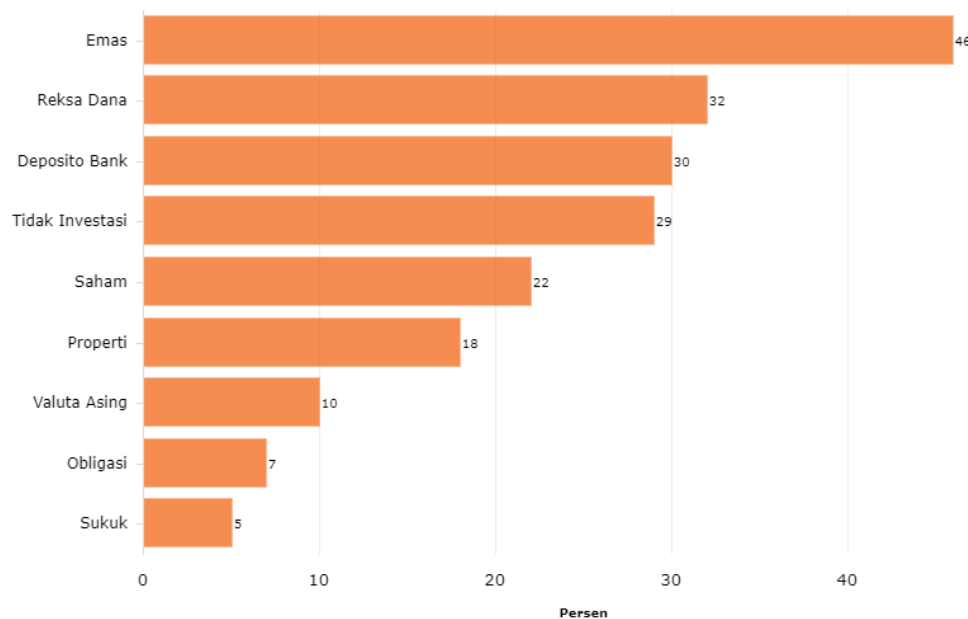


Figure 1. Comparative of Investor Interest in Indonesia

Gold is a timeless or timeless commodity and will not be claimed to be old-fashioned, gold is also an investment that is minimally risky and not risky. In addition, gold is very practical to be invested by various groups, it is not required to have specific knowledge or knowledge such as stock investment. as it is known that the price of gold is currently increasing day by day. Gold is often identified as a valuable item of high aesthetic value, leading, prestigious, classy, and elegant, so people call it a precious metal. because in a pure state or in ordinary air, gold cannot be oxidized or in other words it is rust-resistant oxidizing agents (Kusuma, 2013: 3). This gives rise to the phenomenon of gold being increasingly sought after as a way of investing both are from the middle class to the upper class, from teenagers who have started to have income to their parents.

In recent years, the Indonesian business world has experienced relatively rapid development, one of which is influenced or caused by globalization factors. The development of business in Indonesia has now entered the era of globalization. The era of globalization means an era where borders between countries are no longer separators. in other words, there is no longer any barrier that separates relations between countries to interact with each other in all respects. Among them is a buying and selling system using online applications that can reach various marketing targets or targets in all regional locations.

Currently, the era has shifted to an era where transactions are no longer carried out face-to-face but have been through online media. it is no longer necessary to have a meeting between sellers and buyers in the market, but only by using internet technology, transactions can take place between sellers and buyers. there are already various kinds of products that are sold, they are no longer selling face-to-face, but have used technology to make sales online.

Nowadays, technological developments are increasingly pampering the community in facilitating various daily activities. Activities or activities that used to seem like a waste of time and money, can now be enjoyed more practically and simply without feeling the hassle. One of them is using online service facilities that people feel now that various kinds of online service facilities are available for the community, ranging from online payment facilities, online shopping, to online transportation which can easily be enjoyed through e-commerce platforms that are widely available today (Yunus, 2018: 145-146).

In accordance with the changes and developments of the times, many things also experience a shift and even change. The presence of the internet has updated and upgraded many things and has helped many human activities. one of them is a business or buying and selling. The presence of many e-commerce sites in the country has opened up many business opportunities for anyone.

Based on this, in mid-May 2017, Muhammad Assad, a young entrepreneur or businessman who is also a practitioner of Islamic economics and finance who is also a graduate of the Master of Science of Islamic Finance at Hamad Khalifa University Qatar, together with his team tried to develop PT. Tamasia Global Sharia or popularly using the online application's trade name is "Tamasia" which is a technology company that becomes a digital platform that provides online buying and selling transaction services, saving and printing of precious metal bars of Aneka Tambang (Antam) with sharia principles. in Indonesia (Pratomo, 2017: 1). This claim of sharia principles is because Tamasia applies sharia principles and contracts in its transactions.

Considering that currently there are also many Islamic Financial Institutions, both Banks and Non-Banks, which open sharia gold ownership financing products to the public manually, with buyers visiting the office of the Sharia Financial Institution directly. Tamasia gives a new hue to buying and selling gold in sharia in Indonesia through an online application with the Buy Suka-Sukanya product, where buyers no longer need to meet face-to-face with the seller. However, it still needs to be clarified and reconsidered, in applying these sharia principles, what sharia contracts are adopted by Tamasia in Antam's buying and selling transactions, saving and printing gold through this online application. As an online gold transaction platform using sharia principles that was first present in Indonesia, the emergence of Tamasia still needs to be questioned about its operational procedures in terms of sharia compliance or whether it is in accordance with applicable regulations.

LITERATURE REVIEW

Background Theory

The word "*Akad*" comes from the Arabic *al-aqdu* in the form of plural is called *al-uquud* which means ties or knots of rope. According to fiqh scholars, the word contract is defined as the relationship between consent and accepted in accordance with the will of the Shari'a which stipulates the existence of influence (effect) of law in the object of the engagement.

The formulation of the contract above indicates that the agreement must be is an agreement for both parties to bind themselves about the actions to be performed in a particular case. This

contract is realized first, in the consent and acceptance. Second, according with the will of the law. Third, there are legal consequences on the object engagement (Djamil, 2001: 247).

Buying and selling in terms of fiqh is linguistically called al-bai'. which means to sell, replace, and exchange something for something another. Al-bai' pronunciation in Arabic is also sometimes used for the understanding of the opposite, namely the word ash-syira which means to buy. Thus, the word al-bai' means to sell, but at the same time it also means to sell buy. In terms of terminology, there are several definitions of buying and selling put forward by fiqh scholars, even though the substance and purpose of each definition is the same. The first, Hanafi Ulama define it by:

"Exchanging property for property in a certain way, or exchanging something you want for something that is worth it by means of certain useful."

This definition contains the notion that the way specifically, what is meant by Hanafi Ulama is through ijab and qabul, or may also be through giving each other goods and prices from seller and buyer. In addition, the property being traded must be beneficial to humans, so that carrion, liquor, and blood does not include something that can be traded, because objects it is not beneficial for Muslims. When the types goods like that are still being traded, according to the Hanafi Ulama, selling buy it is not valid (Haroen, 2007: 68).

Another definition was put forward by Malikiyah scholars, Shafi'iyah, and Hanabilah. According to them, buying and selling are:

"Exchanging property with property in the form of transfer possession."

In this case they put emphasis on the word "owned" and ownership", because there is also an exchange of property that is does not have to be owned like a lease or ijarah.

Previous Studies

Abdul Rahman Ramli, et al. (2015) analyzed the reasons for the non-cash trading of gold in the Fatwa No. 77/DSNMUI/V/2010. The sale and purchase of gold in a non-cash manner is a form of a gold sale and purchase agreement whose payment is terminated and paid in installments within a predetermined grace period and a specified amount. DSN-MUI interprets the hadith of the Prophet SAW regarding the current (contextual) buying and selling of gold, it can be seen from the opinion of DSN-MUI which states that gold and silver are sil'ah (goods) that are sold and bought like ordinary goods, and are no strange anymore in price, means of payment, and money. So that, the results of the DSN-MUI legal *istinba* in buying and selling gold for non-cash are considered *mubah*.

Mufti Afif (2014) examines the legal review of savings practices in Islamic banking and other Islamic financial institutions in Indonesia and analyzes whether it is the implementation of a *wadi'ah* contract or a *qardh* contract. Fuqaha from the four *mazhab* agree that *wadi'ah* is *yad amanah*, that is, it is a pure deposit without any guarantee of compensation. As for savings, contemporary *fiqh* scholars such as Wahbah Zuaili argue that the correct contract is *qardh*. For

Islamic financial institutions, required to be careful in understanding fatwas related to applications that occur in the field. In banking and financial institutions, claim savings as a *wadi'ah yad dhamanah* contract, even though the meaning of *dhomanah* is responsibility or compensation. According to the fiqh scholars, *wadi'ah* is basically a mandate. While *yad dhamanah* means not mandated.

Ashabul Fadhli (2016) examines whether buying and selling transactions in e-commerce can be justified syar'i or not through a salam contract approach. In this study, there is a review of the *salam* contract against online buying and selling process. When an e-commerce transaction in all its forms has complied with the provisions mentioned above, in the implementation of the contract in general and *salam* in particular, then the transaction is considered valid (*sahih*) or can be justified by sharia. On the other hand, if imperfections or ambiguities (*fasid*) are encountered in carrying out transactions, such as the object of the contract, there is no known shape, size or weight.

METHODOLOGY

Method

The type of research used here is a qualitative and descriptive research. Qualitative research is research conducted based on a paradigm or framework of thought, strategy or tactics, as well as the implementation of a qualitative model (Suwandi, 2008: 20). While descriptive research aims to convey an illustration of a symptom or sign of a particular society (Sukardarrumidi, 2004: 104). The purpose of using this type of research is to describe the nature of a situation that is currently ongoing at the time the research is conducted. This type of research is carried out by collecting, compiling, and describing various documents, data, and actual information, which aims to reveal problems to find the answers needed.

Data

This type of data is qualitative in nature based on the content or quality of a fact in trusted journals or articles that become the literature collected, regulations related to issues both fatwas and legislation, and interviews with various competent parties in the field. then the data is analyzed in order to answer the problems that occur.

The primary data used is material that reveals topics related to research sourced from trusted journals or articles that contain information related to issues discussed related to Antam's buying and selling process, saving and printing gold through an online application on Tamasia. In addition, primary data was also obtained from interviews with practitioners of Antam's buying and selling, saving, and gold printing, especially in Tamasia, as well as interviews with competent sources in the field of determining sharia conformity.

The secondary data used is sharia provisions regarding identified contracts used in Antam's buying and selling, saving and printing processes of gold through the Tamasia online application, including:

- 1) DSN-MUI Fatwa Number 02/DSN-MUI/IV/2000 concerning Savings
- 2) DSN-MUI Fatwa Number 05/DSN-MUI/IV/2000 concerning Sale and Purchase of Salam

To obtain data that is appropriate and relevant to the problem under study, associated with a normative juridical legal research approach to obtain an analysis of sharia compliance, namely the law of sharia compliance, the data collection techniques that will be used include:

- a. Observation technique, which is to make direct observations of the buying and selling transaction process by being a buyer several times, then savers or depositors or depositors, as well as ordering gold to be printed at Tamasia, as well as being one of the resellers and participating in the Tamasia Reseller Academy or short training in the form of a short course at PT. Tamasia Global Sharia.
- b. Library research techniques, namely juxtaposing discussions of related literature related to the implementation of salam buying and selling contracts in Islamic financial institutions.
- c. Interview technique, namely by conducting interviews with practitioners at PT. Tamasia Global Sharia, then interviewed competent sources in the field of determining sharia compliance, namely several ulama or sharia economic experts who are members of the National Sharia Council of the Indonesian Ulema Council.

The data analysis technique for this research follows this type of research itself in the form of descriptive qualitative. The qualitative data obtained will be correlated with regulations related to sharia conformity law, namely the DSN-MUI fatwas and analyzed with problem formulations or problems that have been compiled and then interpreted as an effort to find solutions or answers to the problems identified in this study.

Technical analysis of qualitative data is done by transcribing the results of interviews, editing the data, then clarifying the data according to the issues or themes discussed. After completing complete data collection, the next step is data analysis. At this stage, the data is worked out and utilized until it can successfully conclude the truths that can be used to answer the problems posed in the research.

RESULTS AND ANALYSIS

The Mechanism of Buying, Saving, and Printing Antam's Gold on Tamasia Application

To use the Tamasia application is basically the same as other financial technology applications. Previously we could download the application on the PlayStore for Android or the AppStore for iOS. Then the user registers or signs up and logs in to the Tamasia application and processes his account verification. The mechanism or method of buying, selling, storing/custodiing, and printing gold in the Tamasia application is quite easy and user friendly.

First, we can choose to buy gold based on the budget we have (based on budget) or based on the grams of gold that have been provided (based on grams). If it is based on a budget or based on the budget you have, prospective buyers can buy starting from Rp. 100,000, - which if converted will get the number of grams of gold which is not round 1 gram but only 0 comma according to the standard national gold price chart on that day.



Figure 1: Purchase of Tamasia Gold Based on Budget

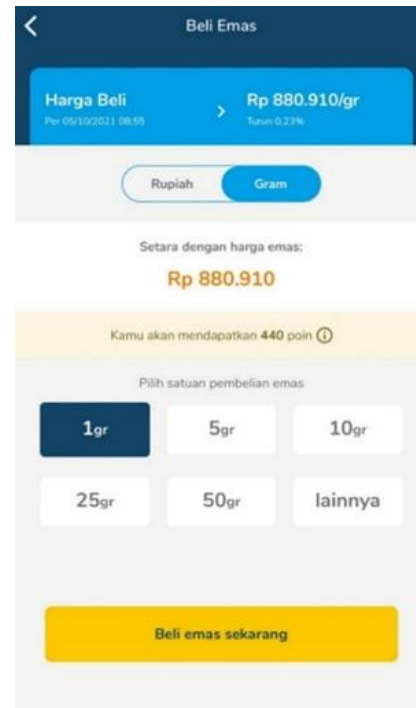


Figure 2: Purchase of Tamasia Gold Based on Gram

For example, A chooses to buy gold based on a budget where he only has Rp. 100,000, - on October 5, 2021, if converted, he only gets 0.111 grams of gold. Because according to the national gold price chart standard on that day, the gold price was Rp. 880.910,- per 1 gram.

Meanwhile, if it is based on grams or based on grams of gold that has been provided in the Tamasia application, prospective buyers can choose to buy gold with round gramation sizes starting from 1 gram, 5 grams, 10 grams, 25 grams, 50 grams, up to multiples thereof. The price used for 1 gram is converted according to the standard national gold price chart on that day and multiplied by how many grams to buy.

For example, B chooses to buy gold based on grams or based on grams of gold that has been provided. Because according to the national gold price chart standard on that day, the gold price was Rp. 880.910,- per 1 gram. If he chooses to buy 5 grams on October 5, 2021, if it is converted, he will pay Rp. 4.502.075,-.

Second, the buyer can then choose the payment method provided by the Tamasia application. The methods or methods of payment provided include, among others, through virtual accounts of several banks, through instant payments in the latest e-wallet applications, and through retail outlets closest to the buyer's neighborhood

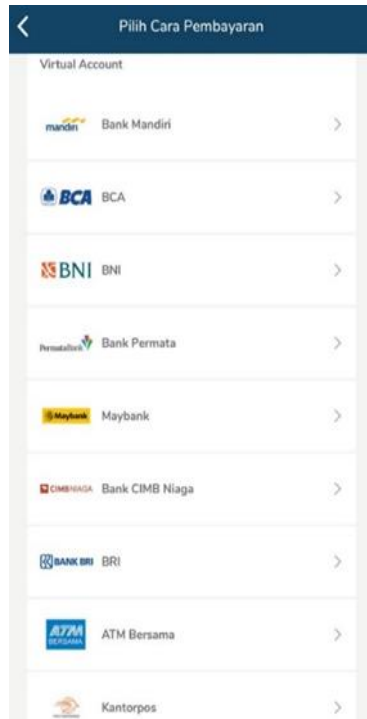


Figure 3: Payment Method via Virtual Account Bank

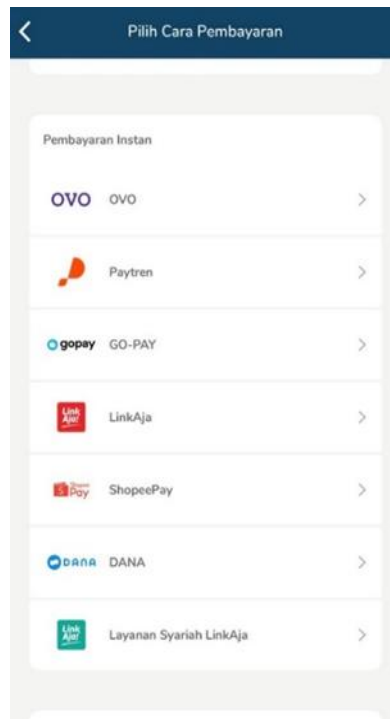


Figure 4: Payment Method via Instant Payment e-Wallet

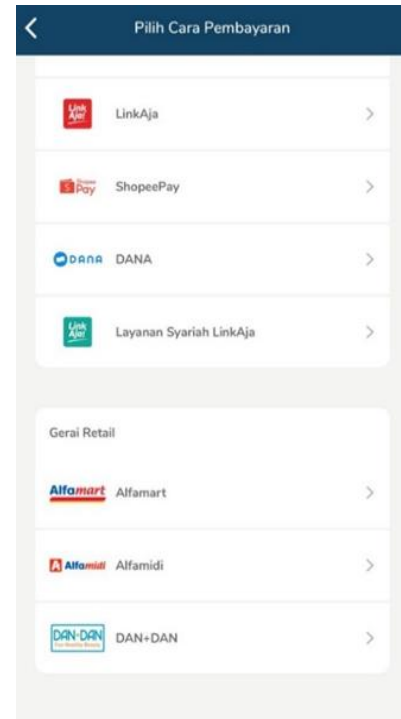


Figure 5: Payment Methods via Retail Outlets

Third, the next step that buyers must take is confirmation of purchase. On this page is a confirmation of the detailed price we will pay, virtual account fees are also charged according to the bank used, then Tamasia also offers the Hereafter Investment or the Routine Alms Movement #DermawanBaik in collaboration with the National Amil Zakat Agency (BAZNAS), if we click approve it it will be added as an additional fee. After we review and agree on all the details, then we can click "complete payment" and a virtual account number will appear after that which we can copy for further transfer.

Figure 6: Purchase Confirmation Page (1)

Figure 7: Purchase Confirmation Page (2)

Legal Overview of the Sharia Compliance of Wadi'ah Contracts on Buy-Suka Tamasia Products

Wadi'ah contracts which are commonly used in deposit or savings transactions are generally used in the Buy Suka-Suka product at Tamasia. Because basically, the concept of the Buy Suka-Suka product is that Savers save or entrust their gold in the Tamasia application. Savers are given the freedom and power over the gold savings that are deposited, may choose to print their gold savings with a minimum print amount of 1 gram and multiples of the number of grams of other round sizes or continue to save or deposit on the Tamasia application. So thus the storage or safekeeping of this gold savings uses a wadi'ah contract where the buyer entrusts his gold savings to Tamasia.

The wadi'ah contract process carried out on the Buy Suka-Suka product transaction is the buyer who buys Antam's gold in Tamasia, after buying he can save or entrust his gold savings balance to Tamasia. Tamasia as the recipient of the deposit (wadi') creates and provides an online application where customers can save their gold balance. That way, what is meant by buying gold is that the saver deposits a savings balance of the nominal amount he wants to be converted according to the price of gold at the time the purchase or deposit is made.

Regarding the goods deposited in this wadi'ah contract, it is the gold savings balance that is kept by the buyer after he has a certain amount of gold balance by taking the Buy Like-Suka transaction. This gold deposited is a pure deposit, namely wadi'ah yad al-amanah, Tamasia does not ask for and receive wages (ujrah) for care services from savers. That way, Tamasia is also not allowed to use and not take advantage of what is deposited by the depositor or saver, when the deposit or savings balance of this gold wants to be withdrawn or sold or printed as gold bars by the saver, it must be intact, both in value and physically. .

Regarding shigat ijab and qabul made by savers here it is still very implicit. After a buyer completes the payment process and is legally entitled to own gold through the Buy Suka-Suka product, he automatically saves the gold savings balance on the Tamasia application and performs a wadi'ah contract for saving or depositing the gold savings balance on Tamasia automatically as well. Shigat is carried out by oral al-haal, namely the condition if someone leaves things in front of other people and then that person just goes without saying a word and the person left behind by the goods is silent without giving a refusal, then in that case it has been reviewed. there is a wadi'ah contract or deposit between the person who leaves or puts the deposited item in the dalalah al-haal way. In this case, the buyer implicitly leaves the gold in the Tamasia application, then Tamasia becomes the owner who agrees and agrees to keep the item.

Regarding the contract agreement, Tamasia should have clarified a more proper contract agreement, such as saving money using a wadi'ah contract at Islamic banks and other Islamic microfinance institutions, namely previously that customers or savers were educated in detail and comprehensively in advance to understand the transaction process using wadi'ah contract and knowing the occurrence of shigat consent and qabul.

For example, by creating a tab or page on the Tamasia application that displays a wadi'ah contract for depositing a saver's gold savings balance which contains several clauses or terms of an agreement between the customer or saver and Tamasia before the saver agrees to save or entrust his gold savings. This agreement contract must be easy and not difficult when accessed or downloaded as a soft file if at any time both parties need it. so that the contract can be an explanation or solution as well as evidence if at any time there is a default between one of the parties.

In today's modern era, the embodiment of ijab and qabul is used to be done by no longer being spoken, but carried out with the behavior of taking goods and then paying money from the buyer, and receiving money and handing over the goods by the seller, without saying anything. For example, buying and selling that takes place in supermarkets. In Islamic fiqh, buying and selling like this is called ba'i al-mu'atahah.

In the case of the embodiment of consent and qabul through this behavior (ba'i al-mu'atahah) there is a disparity of opinion among fiqh scholars. The majority of scholars are of the opinion that buying and selling like this is permissible if it has become a custom of a society in a country, because it has shown that there is an element of pleasure from both parties. According to them, one of the most important elements in buying and selling transactions is

consensual (*al-taraadhi*). The behavior of taking goods and paying the price of goods by buyers, according to them, has shown consent and *qabul* and already contains an element of willingness (Haroen, 2007).

Syafi'iyah scholars are of the opinion that buying and selling transactions must be carried out using clear speech or satire, through *ijab* and *qabul* sentences. Therefore, according to them, buying and selling as in the case above or *ba'i al-mu'athah* is not legally valid, both buying and selling in large parties as well as in small parties. Their reason is that the main element of buying and selling is the willingness of both parties. The element of willingness, according to them, is a very hidden issue in the heart, because it needs to be expressed with the words consent and *qabul*. Moreover, disputes in buying and selling may occur and proceed to court.

Some of the later Shafi'i scholars, such as Imam an-Nawawi, a *fakih* and a *Muhadist* from the Shafi'i school, and al-Baghawi, a commentator from the Shafi'i school, also stated that the sale and purchase of *ba'i al-mu'athah* was legal, if it is already a habit of a community in a certain area. However, some other Syafi'iyah scholars, distinguish between buying and selling in large quantities and buying and selling in small quantities. They argue, if the sale and purchase is in large quantities, then the sale and purchase of *al-mu'athah* is not valid, but if the sale and purchase is in small quantities, then the sale and purchase of *al-mu'athah* is legal.

Related to the issue of consent and *qabul*, this is a sale and purchase through a mediator or intermediary, either through the person who was sent or through print media such as correspondence and electronic media such as telephone and facsimile. The *fiqh* scholars agree to state that buying and selling through intermediaries or by sending someone and through correspondence is valid, if the consent and *qabul* are in line. Therefore, even though classical *fiqh* has not yet been discussed, contemporary *fiqh* scholars, such as Ahmad Mustafa Ahmad az-Zarqa and Wahbah az-Zuhaili, say that buying and selling through intermediaries is permissible, but must remain between consent and *qabul*. in line. According to them, one assembly does not have to be interpreted as being both present in the same place by birth, but it can also be interpreted with one situation and one condition, even though the two are far apart, but the topic being discussed is buying and selling (Ghazaly, 2018: 73).

As for the analysis of the pillars of the *wadi'ah* contract used in the Buy like-like product in Tamasia, if it is described, it is as follows:

a. Caretaker (*Muwaddi'*)

A depositor is a person who saves or saves his gold balance on the Tamasia application.

b. Those who receive the deposit (*Wadi'*)

The recipient of the deposit is Tamasia, which provides an online application for depositors to save or save their gold balance.

c. Deposited object (*Wadi'ah*)

The object deposited is the depositor's gold savings balance which can be retrieved at any time by the depositor by printing it in the form of Antam's gold bars.

d. Akad or *Sighat* (*Ijab* and *Qabul*)

The signing of the *ijab* and *qabul* contracts in the process of depositing gold transactions through the Tamasia online application is stated in the agreement or agreement approved by the buyer on the tab or page of the gold order.

Legal Review of Sharia Compliance with Salam Contracts on Buy Suka-Suka Tamasia Products

The Buy Suka-Suka product at Tamasia also uses a salam contract when the saver wants to take his gold savings balance by printing it in the form of Antam's gold bars. The salam contract is carried out during the ordering process to ask for gold to be printed on this "buy-like" product because overall the characteristics of this product are the same as the provisions and types of the salam contract as stated in the DSN-MUI Fatwa Number 05/DSNMUI/IV/2000 concerning Selling. Buy Greetings. The analysis of the contents of the salam contract that is carried out on this Buy-like product transaction is that savers who save their gold savings balance on the Tamasia application can take the gold savings balance whenever needed, just like ordinary money savings in a bank.

Savers can take the balance of the gold savings in the form of Antam's gold bars. but savers can only take gold savings balances in round grammation sizes, namely 1 gram, 5 grams, 10 grams, 25 grams, 50 grams, up to multiples so on, not allowed to take in fractions such as 1.7 grams, 4.3 grams, 5.1 grams, and so on. then the saver and Tamasia make an order for the gold printing, the saver can choose to collect the gold directly at Tamasia's office or ask Tamasia to send the gold to the place or home of the saver with the agreed delivery time and cost, including gold security guarantee insurance during the shipping expedition.

Regarding the goods ordered in this salam contract, Antam's gold bars have the grammage size according to the number of grams ordered by savers to be printed. That way, this gold belongs to the category of goods being traded whose properties are mentioned in the agreement but there are no goods yet when the agreement is made. Meanwhile, the delivery of gold is carried out according to the saver's agreement with Tamasia, savers can choose to take the gold that has been printed to Tamasia's office or send the gold to the place or house of the saver.

Regarding the *shigat ijab* made by the buyer through *ta'athi* or taking action, the action was carried out by clicking "Print Gold now" then clicking "Complete Payment" on the gold print confirmation tab on the Tamasia application. By taking this action, the buyer is deemed to have agreed to agree with the gold printing request. Then the *shigat qabul* from Tamasia is also carried out through actions by directly processing the gold printing automatically on the system. According to the researcher, this has shown the realization of consensual or pleasure of each party because consent and *qabul* through an automatic system like this have indeed become a habit of Indonesian people today when buying and selling online.

Regarding the contract agreement, Tamasia should have clarified the gold order agreement contract with a salam contract as well as buying and selling financing with a salam contract at Islamic banks and other Islamic microfinance institutions, namely that previously customers or savers were given detailed and clear education in advance to understand the ordering

transaction process. goods using a salam contract and knowing the occurrence of shigat ijab and qabul.

For example, by creating a tab or page on the Tamasia application in the form of an order letter or commonly called a purchasing order, which displays an order contract to be printed gold in the form of a bar with a greeting contract containing several clauses or terms of the agreement between the orderer and Tamasia. This agreement contract must be easy and not difficult when accessed or downloaded as a soft file if at any time both parties need it. so that the contract can be an explanation or solution as well as evidence if at any time there is a default between one of the parties.

The analysis of the pillars in the salam contract used in the ordering process for Antam's gold bar printing at Tamasia if it is described is as follows:

a. Customer (*Muslam*)

The customer is a person who saves gold in the Tamasia online application who wants to retrieve his savings balance by printing it in the form of Antam's gold bars.

b. The One Who Was Ordered (*Muslam Ilaihi*)

The one who was given the order was PT. Tamasia Global Sharia as the one who prints gold according to the size of the gram of gold ordered by savers.

c. Ordered object (*Muslam Fiihi*)

The object ordered is pure gold bar precious metal which is printed directly by PT. ANTAM (Persero) Tbk in round grammation sizes such as 1 gram, 5 grams, 10 grams, 25 grams, 50 grams, up to multiples thereafter according to the number of grams ordered by savers to be printed.

d. Price (*Tsaman*)

The price in question is the amount of the gold savings balance that savers want to withdraw, which is then turned into printed in the form of Antam's gold bars.

e. Akad or Sighat (*Ijab* and *Qabul*)

Significant consent and contract qabul in transactions through the Tamasia online application are listed in the agreement or agreement approved by the buyer on the gold order tab or page.

Analysis of Sharia Compliance Related Fatwa Substance

As for the fatwa related to *wadi'ah* contracts and salam contracts in the Buy-like-like product transaction, it is related to Fatwa No.02/DSN-MUI/IV/2000 concerning Savings and also Fatwa No.05/DSN-MUI/IV/2000 regarding Buy and Sell Greetings.

The following is an analysis to determine the conformity of sharia or sharia compliance, the substance of the characteristics of the wadi'ah contract based on Fatwa No. 02/DSN-MUI/IV/2000 regarding Savings with Buy-like-like product transactions on Tamasia, are as follows:

General Terms of Savings based on *Wadi'ah*:

- a. In the nature of savings, gold savings that are stored as a buyer's gold balance in the Tamasia application are indeed savings.
- b. Deposits can be withdrawn at any time according to the agreement. The gold savings saved can be withdrawn at any time by printing them in the form of Antam's gold bars, however, savers are not allowed to print the number of grammatical sizes that are not round, for example with sizes of 0.92 grams, 2.34 grams, or 8.57 grams. Savers are required to use round scales, namely 1 gram, 5 grams, 10 grams, 25 grams, 50 grams and 100 grams. This is because it is relatively difficult for Tamasia to print the volume and dimensions of the gold bars which are not round.
- c. No compensation is required, except in the form of voluntary gifts from banks or Islamic financial institutions. in the case of saving or depositing savings on the Tamasia application there are no rewards required by Tamasia, everything is free.

Then an analysis to determine sharia compliance or sharia compliance substance characteristics of the salam contract based on Fatwa No.05/DSN-MUI/IV/2000 concerning Sale and Purchase of Salam in the ordering process for Antam's gold bar printing to Tamasia:

a. Payment Terms

- 1) Payment instruments must know the amount and form, whether in the form of money, goods, or benefits. payment instrument for gold buying and selling transactions at Tamasia is money in rupiah (Rp) which is transferred by the buyer to the official company account of PT. Tamasia global Sharia has known the amount through the contract that was agreed upon when the contract was executed.
- 2) Payment must be made when the contract is concluded. Antam's gold buyers or buyers make payments by transfer after the contract has been agreed by the buyer and Tamasia.
- 3) Payment may not be in the form of debt relief. So far, none of Antam's gold buyers or buyers have entered into transactions with the aim of releasing their debts to Tamasia or to other parties.

b. Terms About Items

- 1) Must have clear characteristics and can be recognized as debt. Gold bars which are objects that are traded or ordered (*muslam fiil*) in this salam sale and purchase contract are very clear in their characteristics according to the standard characteristics of gold in general and can be recognized as debt because of the sale and purchase agreement contract when the contract is clearly processed in the Tamasia application system.
- 2) Must be able to explain the specifications. The specifications provided by PT. Tamasia global Sharia is very clear to potential buyers, because the specifications for gold are very simple, it is enough to explain how many grams of gold bars are, for volume dimensions such as length x width x height the gold bars have followed the gold standard of PT. ANTAM (Persero) Tbk which is also the national gold bar standard throughout Indonesia.

- 3) The submission is done later. The delivery of the goods referred to in the salam sale and purchase agreement in Tamasia is Antam's gold bars which will be carried out at a later date according to the agreement when the contract was made.
 - 4) The time and place of delivery of the goods must be determined in accordance with the agreement. The time and place of delivery of the goods are indeed determined based on the agreement at the time of the contract, but Tamasia provides flexibility to the buyer if in the middle of the contract the buyer wants to change the time and place of delivery of the goods by making a new agreement. For example, when the buyer's contract determines the time and place of delivery of the goods, the buyer comes directly to the Tamasia office on that date, but it turns out that the buyer is unable to come and wants the goods to be delivered to the buyer's home address. Then the buyer is made a new agreement and asked to send or transfer the shipping costs to the area where the buyer lives. On the other hand, there were also buyers who had previously decided to send their goods to their homes, but apparently the buyers wanted to take their goods directly to the Tamasia office because the buyer was in the area near the Tamasia office. Then Tamasia returns the shipping cost to the area where the buyer lives which has already been transferred.
 - 5) The buyer may not sell the item before receiving it. Buyers are not allowed to sell their goods, namely Antam's gold bars to other parties before Tamasia first hands over the gold to the buyer even though the status of the gold has been booked by the buyer and the buyer has completed all the payment processes.
 - 6) It is not allowed to exchange goods, except with similar goods according to the agreement. Tamasia never exchanges goods that are not of the same type or quality that is not in accordance with the agreement with the buyer. The Antam gold bars purchased by buyers are of the same type, color and quality, the only difference being the gram size.
- c. Delivery of Goods Before or on Time
- 1) The seller must deliver the goods on time with the agreed quality and quantity. So far in all transactions, Tamasia has delivered on time. for buyers who ask for their gold to be sent to their homes when the contract has been notified of the time or length of the delivery process based on the distance to the buyer's area of residence by the RPX expedition service from the Tamasia office area, namely South Jakarta. If there is a delay in delivery, it may be caused by unavoidable force majeure such as accidents, natural disasters, and so on.
 - 2) If the seller delivers goods of higher quality, the seller may not ask for an additional price. there has never been a difference in quality for Antam's gold bars delivered to buyers. Antam's gold bars already have their own standards, the only difference being the size of the number of gold grams chosen by the buyer.

- 3) If the seller delivers goods of lower quality, and the buyer is willing to accept it, then he may not demand a price reduction (discount). This is the same as the point above, there has never been a difference in the quality of Antam's gold bars handed over by Tamasia to buyers.
- 4) The seller can deliver the goods faster than the agreed time provided that the quality and quantity of the goods are in accordance with the agreement, and he may not demand an additional price. Tamasia cannot deliver the goods to the buyer sooner than the specified time. Because the time and process of sending gold from Tamasia is in accordance with RPX shipping service standards.
- 5) If all or part of the goods are not available at the time of delivery, or the quality is lower and the buyer is not willing to accept it, then he has 2 (two) options:
 - a) Cancel the contract and ask for the money back.
 - b) Wait until the item is available.

Antam's gold bars purchased by buyers from Tamasia are always available for printing by PT. ANTAM (Persero) Tbk. taken from Tamasia's gold gram balance. So there has never been a vacancy in Antam's gold stock in Tamasia.
- d. Cancellation of Contracts Basically, the cancellation of greetings may be done, as long as it does not harm both parties. The cancellation of the salam contract in the order processing transaction for Antam's gold bars to be printed on Tamasia usually occurs from the buyer who forgets or does not transfer to process the payment of the gold he bought until the specified payment limit, if the payment process is not completed, then Tamasia also cannot continue the transaction or automatically annul the contract.
- e. If there is a dispute between the two parties, then the problem can be resolved non-litigation through the Sharia Arbitration Board, if an agreement is still not reached when taking the arbitration route, then it can then be resolved through litigation through the Religious Courts as a sharia business dispute. However, so far there have been no cases of crucial problems or disputes between the customer and Tamasia. So far, if there is a gold buyer who defaults to Tamasia it is resolved in a familial way, nothing has been resolved through litigation or non-litigation (Sakinah, 2018: 86-91).

CONCLUSION AND RECOMMENDATION

The sharia contracts used in the process and mechanism of buying and selling, saving, and printing Antam's gold through the online application Tamasia include the wadi'ah yad amanah contract for gold savings that are saved or deposited in the Tamasia application on the Buy-like-like product, and Salam contract for the process of ordering Antam's gold bars for savers who want to withdraw their gold savings balance.

Based on the legal analysis of sharia compliance or sharia compliance by juxtaposing the general provisions that form the substance of the Fatwa of DSN-MUI Number 02/DSN-

MUI/IV/2000 concerning Savings and Fatwa Number 05/DSN-MUI/IV/2000 concerning Sale and Purchase of Salam, most of the processes and mechanisms for buying and selling, saving and printing Antam's gold through the online application on Tamasia are in accordance with sharia principles. It can be said that because the wadi'ah yad amanah and salam contracts carried out by Tamasia have mostly fulfilled the elements in the fatwas, although there are still some shortcomings in terms of shigat consent and qabul and contract agreements.

In terms of shigat ijab and qabul as well as contract agreements, Tamasia should have clarified the contract agreement such as saving money deposits with wadi'ah contracts at Islamic banks or other Islamic microfinance institutions where customers or savers are educated in detail to understand the transaction process with wadi contracts. ah as well as knowing the occurrence of shigat ijab and qabul in the contract process, as well as contractual agreements such as a salam contract agreement between the party ordering and receiving the order.

REFERENCES

- Ahmadi, F. M., & Jaenal, A. 2010. *Metode Penelitian Hukum*. Jakarta: Lembaga Penelitian UIN Syarif Hidayatullah Jakarta, 47.
- Atma Kusuma. (2013). *Pelaksanaan Pembiayaan Mulia Dengan Akad Murabahah Pada PT. Pegadaian (Persero) Syariah Kota Pekanbaru*. 103, 1-11.
- Basrowi, & Suwandi. 2008. *Memahami Penelitian Kualitatif*. Jakarta: Rineka Cipta, 20.
- Djamil, F. 2001. *Hukum Perjanjian Syariah, dalam Kompilasi Hukum Perikatan*. Bandung: Cipta Adiya Bhakti, 247.
- Fatwa 05/DSN-MUI/IV/2000 concerning Sale and Purchase of Salam, Pub. L. No. 05/DSN-MUI/IV/2000, 2000. <http://mui.or.id/wp-content/uploads/files/fatwa/05-Salam.pdf>
- Fatwa Number 02/DSN-MUI/IV/2000 concerning Savings, Pub. L. No. 02/DSN-MUI/IV/2000 (2000). <http://mui.or.id/wp-content/uploads/files/fatwa/02-Tabungan.pdf>
- Ghazaly, A.R., Ihsan, G., & Shidiq, S. 2018. *Fiqh Muamalat*. Jakarta: Prenadamedia Group, 73.
- Haroen, N. 2007. *Fiqh Muamalah*. Jakarta: Gaya Media Pratama, Cetakan Ke-II, 68.
- Kusuma, A. 2013. *Pelaksanaan Pembiayaan Mulia Dengan Akad Murabahah Pada PT. Pegadaian (Persero) Syariah Kota Pekanbaru*. *Journal Repository Universitas Riau*, 1-11. <https://repository.unri.ac.id/jspui/bitstream/123456789/2552/1/Jurnal%20Atma%20Kusuma.pdf>
- Muhammad Ahmadi, F., & Arifin, J. (2010). *Metode Penelitian Hukum*. Lembaga Penelitian UIN Syarif Hidayatullah Jakarta.
- Pratomo, H. 2017. *Buku Panduan Tamasia Versi 1.1*. Jakarta: PT. Tamasia Global Sharia, 1-20.

- Sakinah, M. 2018. Aspek-Aspek Syariah Dalam Jual Beli Emas Antam Melalui Aplikasi Online Pada PT. Tamasia Global Sharia. *Repository Fakultas Syariah dan Hukum UIN Syarif Hidayatullah Jakarta*, 86-91.
- Sukardarrumidi. 2004. *Metodologi Penelitian: Petunjuk Praktis Untuk Peneliti Pemula*. Yogyakarta: Gadjah Mada University Press, 104.
- Yunus, M., Hamdani, F.F.R.S., & Shofia, G.K. 2018. Tinjauan Fikih Muamalah Terhadap Akad Jual Beli Dalam Transaksi Online Pada Aplikasi Go-Food. *Jurnal Amwaluna*, 2(1), 145-146. <https://doi.org/10.29313/amwaluna.v2i1.3363>
- Tamasia Global Sharia Official Website. 2019. Accessed on October 15, 2021 from <https://www.tamasia.co.id>