

## DISCLOSURE

Name of the Company : PT Saraswanti Indoland Development Tbk  
Sector : Properti & Real Estate  
Telephone : (0274) 883866  
E-mail : corsec.swid@saraswanti.com

1.	<b>Date of Material Transaction</b>	October 7 <sup>th</sup> , 2025
2.	<b>Type of Material Information of Facts</b>	<p>1. Pursuant to the Financial Services Authority Regulation (“FSAR”) No. 17/POJK.04/2020 concerning Material Transactions and Changes in Business Activities, as explained in Article 2, the type of material transaction includes borrowing and lending of funds, including their transfer, as well as providing corporate guarantees.</p> <p>2. Pursuant to FSAR No. 31/POJK.04/2015 concerning Disclosure of Information or Material Facts by Issuers or Public Companies, as stated in Article 6, the type of material transaction refers to an event that may result in an increase in financial obligations or a material decrease in revenue of the Issuer or Public Company.</p>
3.	<b>Explanation, Consideration, and Reason for Conducting the Material Transaction and the Impact of Such Transaction on the Financial Condition of the Public Company</b>	This loan transaction was carried out as part of the Company’s strategic initiative to increase recurring income from the operational activities of the Ininside by Melia Yogyakarta Hotel. The funds obtained from this transaction will be allocated for the construction of a ballroom at the Ininside by Melia Yogyakarta Hotel, which forms part of the facility development and optimization of existing assets, while also strengthening the Company’s financial position and investment sustainability in the future.
4.	<b>Parties Involved in the Transaction</b>	<p>1. PT Saraswanti Indoland Development Tbk (the “Company”) as the debtor.</p> <p>2. PT Bank Pembangunan Daerah Jawa Tengah (“Bank Jateng”), a banking institution, as the creditor.</p>
5.	<b>Credit Limit</b>	Rp50.000.000.000,- (Fifty Billion Rupiah).
6.	<b>Interest Rate</b>	8% p.a. (per annum) effective.
7.	<b>Term</b>	72 (Seventy-Two) months from the date of the credit agreement, including the availability period and grace period.
8.	<b>Guarantee</b>	<p><b>a. Fixed Asset</b></p> <p>1) Graha Indoland Strata Title Building, consisting of:</p> <p>(1) 80 (eighty) Residential Condominium Units with ownership evidenced by Strata Title Certificates for Condominium Units registered under the name of PT Saraswanti Indoland Development Tbk.</p>

		<p>(2) 8 (eight) Non-Residential Condominium Units in the form of hotel facilities with ownership evidenced by Strata Title Certificates for Condominium Units registered under the name of PT Saraswanti Indoland Development Tbk.</p> <p>2) Land on which the ballroom will be constructed, with ownership evidenced by an Right to Build Certificate, which will subsequently be transferred to PT Saraswanti Indoland Development Tbk.</p> <p><b>b. Non Fixed Asset</b> <i>Corporate Guarantee</i> from PT Saraswanti Utama</p>
9.	<b>Loan Terms and Conditions</b>	<p>The Debtor shall be required to fulfill the conditions for signing the Credit Agreement as follows, but not limited to:</p> <ol style="list-style-type: none"> <li>1. The Debtor has returned the Credit Approval Notification Letter (SP2K) duly signed by the authorized management in accordance with the Articles of Association and its amendments.</li> <li>2. The Debtor has submitted a letter of approval from the Company's authorized corporate organs pursuant to the latest Articles of Association regarding the Debtor's actions to: <ol style="list-style-type: none"> <li>a. Obtain Credit Facilities from the Bank.</li> <li>b. Execute the credit agreement, including any future addenda and ancillary documents, until the credit facility is fully settled.</li> <li>c. Conduct legal acts to transfer, release, or encumber part of the Company's assets, or grant approval to pledge the Company's assets to PT Bank Pembangunan Daerah Jawa Tengah.</li> </ol> </li> <li>3. The Debtor has fully settled its existing credit facilities with Bank Jateng.</li> <li>4. The Debtor has provided sufficient funds in its account at Bank Jateng to cover the payment of provision fees, administrative fees, notarial fees, and other costs arising from the credit agreement.</li> <li>5. The Debtor has submitted a statement letter and power of attorney authorizing Bank Jateng to debit the Company's account at Bank Jateng for the payment of all principal and interest obligations, provision fees, administrative fees, notarial fees, and other costs arising from the credit agreement.</li> <li>6. The Debtor has signed and submitted to Bank Jateng a stamped Statement Letter declaring the Debtor's commitment to: <ol style="list-style-type: none"> <li>a. Utilize the credit facility in accordance with its intended purpose.</li> <li>b. Comply with and be bound by the provisions of the Credit Agreement, Collateral Binding Agreement, applicable regulations of Bank Jateng, and prevailing laws and regulations.</li> <li>c. Refrain from pledging the collateral to other parties and declare that all collateral is free from disputes, seizures, encumbrances, or lease-purchase agreements.</li> </ol> </li> </ol>

		<ul style="list-style-type: none"> <li>d. Renew the Company's licenses, identification documents, and collateral insurance policies prior to their expiration while the credit facility remains outstanding.</li> <li>e. Conduct revaluation of the credit collateral by an appraisal company affiliated with Bank Jateng every two (2) years or as deemed necessary by the Bank.</li> <li>f. Grant Bank Jateng and the Financial Services Authority (OJK) the right to conduct inspections and monitoring visits to the business location, project site, or collateral location at any time.</li> <li>g. Channel business transactions through accounts maintained at Bank Jateng, particularly for the business operations of Hotel Inside by Melia.</li> <li>h. Utilize Bank Jateng's products and services.</li> <li>i. Submit a copy of the extended management agreement of the condotel with PT SOL Melia Indonesia. Should PT SOL Melia Indonesia unilaterally terminate the agreement, the Debtor must provide a new management agreement with a replacement operator. If the Debtor fails to provide such agreement, a review of the credit facility will be conducted.</li> <li>j. Agree to the assignment or transfer of part or all of Bank Jateng's rights and obligations under the Credit Agreement to other parties without incurring any additional costs arising from such transfer.</li> </ul> <p>7. The Debtor and the Company's management are not listed in Bank Indonesia's Blacklist as issuers of dishonored checks or giro slips, and are not recorded in the Financial Information Service System (SLIK) of the Financial Services Authority (OJK) as debtors with non-performing loans classified as Substandard, Doubtful, or Loss.</p> <p>8. All processes related to collateral binding, transfer of ownership, and extension of the Right to Build Certificate (SHGB) shall be carried out by a Notary/PPAT affiliated with Bank Jateng, as evidenced by a cover note from the said Notary, with all collateral binding costs borne by the Debtor.</p>
10.	<b>Prohibited Acts by the Debtor</b>	<p>As long as the credit facility has not been fully settled, the Debtor shall not, without the Bank's prior written consent, undertake the following actions:</p> <ul style="list-style-type: none"> <li>1. Amend the Company's Articles of Association in a manner that may result in: a change in the line of business; a reduction of the Company's capital; a change in the Company's legal status; an amendment to the Company's period of establishment; a change in the composition of shareholders that would result in PT Saraswanti Utama no longer being the majority shareholder (holding less than 51%) of PT Saraswanti Indoland Development Tbk; or a change in the Ultimate Beneficial Owner (UBO), YN Hari Hardono.</li> <li>2. Change the hotel operator.</li> <li>3. Apply for new credit facilities or other loans from financial institutions or third parties, except for normal trade transactions</li> </ul>

		<p>and existing banking facilities effective at the time this credit facility was granted.</p> <ol style="list-style-type: none"> <li>4. Undertake any reorganization, including but not limited to mergers, acquisitions, filing for moratorium, dissolution, or liquidation of the company.</li> <li>5. Act as a guarantor (borg/avails) for other parties and/or pledge the Company's assets to other parties, except for existing arrangements.</li> <li>6. File a petition for bankruptcy with the Commercial Court to declare the Debtor bankrupt.</li> <li>7. Enter into or conduct unfair agreements or transactions, including but not limited to transactions with other parties—whether individuals or companies, including affiliated companies—in ways that are inconsistent with normal business practices, such as making purchases at prices higher than market value or selling at prices lower than market value.</li> <li>8. Sell and/or pledge the Company's assets that have been pledged as collateral to the Bank to other parties. In the event that any of the pledged condotel units are sold, the Debtor shall be required to make a principal repayment in the amount of the sale value.</li> </ol>
1 1.	<b>Other Information</b>	<p>In compliance with the FSAR No. 17/POJK.04/2020, it is hereby stated that:</p> <ol style="list-style-type: none"> <li>a. The Board of Directors declares that this borrowing and lending transaction does not constitute an affiliated transaction as referred to in FSAR No. 42/POJK.04/2020 concerning Affiliated Transactions and Conflict of Interest Transactions.</li> <li>b. The Board of Directors and the Board of Commissioners declare that this borrowing and lending transaction does not contain any conflict of interest as referred to in FSAR No. 42/POJK.04/2020 concerning Affiliated Transactions and Conflict of Interest Transactions.</li> <li>c. The Board of Directors and the Board of Commissioners declare that all material information has been disclosed in this information disclosure and that such information is not misleading.</li> </ol>

PT Saraswanti Indoland Development Tbk  
Jl. Palagan Tentara Pelajar KM. 7, Sleman, Yogyakarta

**Main Business Activities:**

Star Hotel, Owned, Leased or for Sale Real Estate Developer, and Rental of Venues for Organizing MICE Activities and Special Events

E-mail : [corsec.swid@saraswanti.com](mailto:corsec.swid@saraswanti.com)  
Website : [www.saraswantiproperty.com](http://www.saraswantiproperty.com)