

## Estate Agent Disclosure (EAD)

### Written Advisory on the Purchase of Foreign Properties

**Unit.** / Armani Hallson KLCC

1. We, Crestbrick Pte Ltd, are the estate agent responsible for the marketing of the foreign property known as Armani Hallson. (the “Property”).
2. Thank you for your interest in purchasing the Property through us.
3. Before purchasing the Property, we wish to highlight to you that there are risks involved with the purchase of foreign properties, and the transaction is subject to foreign laws and changes in the policies and rules of the country where the Property is located. As such, you are advised to conduct your own due diligence as well before committing to the purchase of the Property, such as on the vendor, the Property and claims made in relation to the Property. You are also advised to seek your own independent legal advice if in doubt about any aspect relating to the purchase of the Property, including the terms and conditions of the transaction documents (such as the Sale and Purchase Agreement).
4. We also wish to draw your attention to the following material findings that arose in the course of our due diligence checks performed against the vendor/the Property/claims made in relation to the Property (where applicable), which include any non-findings or adverse/potentially adverse findings:

### Material Findings

1. All checks on Development Order, Title Charge, Master Title, Advertising Permit and Developer’s License (ADPL) and Developer License. (Pending Borang 5e to be ready in later stage)
2. Crestbrick Pte Ltd as marketing agency won’t be able to involve on the mortgage Loan for the property, Mortgage Loan Assistance will be assisted by developer’s contact & local mortgage bankers due to financing is based in Malaysia.
3. Land Title as Freehold, with commercial zoned title and approved use for “SUITE HOMES” under Housing Development Act Malaysia (HDA).
4. Armani Hallson had been given an HDA account for buyers to make payments to, any withdrawal will be subject to the Housing Development Act Malaysia (HDA).
5. Developer Armani Group had shown good track records in their developments, background checks on directors and shareholders are not available but the Development for Armani Hallson is financed by AMBANK (M) BERHAD.
6. Developer had appointed exclusive Airbnb operator (Five Senses Experience Suites & Partner homes and Villas by Marriott Bonvoy), verified on their track records.

  
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KEO, Crestbrick Pte Ltd

### ACKNOWLEDGEMENT BY PURCHASER(S)

I/We hereby acknowledge receipt of the above-written advisory in relation to the purchase of the Property.

**Signed By:**

**Witnessed by Salesperson (Rep Developer):**

\_\_\_\_\_  
Purchaser/s  
NRIC/ FIN/ Passport Number  
Date:

\_\_\_\_\_  
Name:  
CEA No.:  
Date:

## Estate Agent Disclosure (EAD)

### Annex A, Payment Schedule, Project Construction Schedule and Appointed Buyer's Solicitor

As advised by the developer, the tentative payment schedule and construction schedule is as provided as below.

#### **Payment Schedule**

<b>Reservation Deposit</b> Upon signing the Property Booking form	S\$2,000 Booking Fee 1) Booking Fee will be refundable after SPA signing 2) Booking fee is not refundable due to change of mind's withdraw 3) Booking Fee is refundable if loan rejection letter is provided
<b>Signing Sales and Purchase Agreement</b> After signing Loan Offer	Legal Fee of Sales and Purchase Agreement, Loan Agreement and Disbursement are payable by Developer
<b>Completion</b>	4% of Memorandum of Transfer (Stamp Duty)

Please refer to the Developer's Booking Form for further terms and Conditions.

#### **Appointed Buyer's Solicitor**

Lawyer Firm : KH Ong & Ng,

Address : 16-2 Jalan PJU 5/15, Dataran Sunway, Kota Damansara, Petaling Jaya, Selangor

Contact No : 03-74980918

Email Address : okhcopj918@gmail.com

#### **Property Details**

- Construction Schedule:** Anticipated Completion: 2029
- Building & Other Regulatory Approval:** Development Order: T3 240320-006 (P2-A13-K7 240503)], Building Plan approval: BP T3 OSC 2024 2462 (24) & Housing Development Advertising And Sales Permit: 30256-2/06-2028/0465(N)-(S)
- Details on Property:**
  - Developer : Armani Hallson KLCC SDN. Bhd.
  - Property Tenure : Freehold
  - Title Deed : PT 50002 Section 44
  - Property Address : Jalan Ampang, 50300, Kuala Lumpur (subject to updates by Addressing Plan)
  - Building Type : Commercial, SUITE HOME under HDA
  - Warranty : 24 months of warranty upon vacant possession. (Under HDA regulation)
  - Estimated Service Charge : Est. RM0.95 psf per month

I/We hereby acknowledge receipt of the above-written advisory and Annex A in relation to the purchase of the Property.

**Signed By:**

**Witnessed by Salesperson:  
(Representing Developer)**

\_\_\_\_\_  
Purchaser/s

Date:

\_\_\_\_\_  
Name:

CEA No.:

NOTE: If there are multiple customers, and they have different selection, option or declaration, separate sheets should be used.

## Estate Agent Disclosure (EAD)

### Important Notes and Customer's Particulars Form

#### A. INSTRUCTION

1. This document must be completed and signed by the customer.
2. If there are multiple customers, and they have different selection, option or declaration for paragraphs (C)(3) and (D)(2), separate sheets should be used.

#### B. ELIGIBILITY

1. It is understood that the purchase of the property is also subjected to the laws, policies and rules of the country the property is located in.
2. The contract will be issued to the person(s) named only. Assignment, addition, deletion or substitution of names may be allowed once the contract is issued, subject to assignment clause in the contract.
3. Please note that the contract is not subject to approval of mortgage loan.

#### C. PERSONAL DATA

1. I/We hereby confirm that we agree and consent to The Estate Agency, its officers, employees, and associates to collect my/our personal data for this transaction.
2. I/We also consent to the disclosure of my/our personal data to the other transacting party, related corporations, associates, independent contractors, statutory or governmental bodies, and other third parties that The Estate Agency is associated with, in connection with the purposes required for this transaction.
3. The Estate Agency may collect, use and disclose your personal data, which you have provided in this form in accordance with the Personal Data Protection Act 2012 and our data protection policy (available at our website [crestbrick.com/privacy-policy/](http://crestbrick.com/privacy-policy/)). It is further declared that I/We :

a	consent to receiving communication & information from The Estate Agency which relate to property investment opportunities and news, and properties which are available in the market for sale or lease	<b>Yes / No</b>
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#### D. ANTI MONEY LAUNDERING AND COUNTERING TERRORISM FINANCING

1. I/We understand that The Estate Agency may require declaration, information, or documents from me as part of their compliance with prevailing anti-money laundering and countering terrorism financing laws.
2. It is further declared that I/we:

a	am/are either an entity (such as a company or an association) or a legal arrangement (a trust)?	<b>Yes / No</b>
b	am/are a politically exposed person ("PEP") i.e. holding a position with prominent public function (includes Head of State or government, government ministers, senior civil or public servants, senior judicial or military officials, senior executives of state owned corporations or senior officials of political parties, members of the legislature and senior management of international organizations)	<b>Yes / No</b>
c	am/are a family member of a PEP i.e. a parent/step-parent/child/step-child/adopted child/spouse/sibling/step- sibling/adopted sibling	<b>Yes / No</b>
d	am/are a close associate of the PEP i.e. closely connected to the PEP, either socially or professionally	<b>Yes / No</b>

Please provide more details if you have declared "Yes" for 2(b), (c) and (d):

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## Estate Agent Disclosure (EAD)

### Important Notes and Customer's Particulars Form (Continued)

**Important:** Pursuant to Practice Guidelines PG 01-19 [read in conjunction with the Estate Agents (Estate Agency Work) Regulations 2010, a subsidiary legislation under the Estate Agents Act 2010], estate agents and salespersons are required to obtain their customer's particulars for every property transaction, as part of the measures to prevent money laundering and financing of terrorism

Customer's Particulars	(For Individual)
Name	
NRIC / Passport No. / Other ID	
Date of Birth	
Nationality	
Occupation	
Name of Beneficiary Owner (If individual is not the true owner)	

Customer's Particulars	(For Individual)
Name	
NRIC / Passport No. / Other ID	
Date of Birth	
Nationality	
Occupation	
Name of Beneficiary Owner (If individual is not the true owner)	

I/We hereby acknowledge receipt of the above important notes in relation to the purchase of the Property and declare all the detailed provided above are true to the best of my knowledge.

**Signed By:**

**Witnessed by Salesperson:  
(Representing Developer)**

\_\_\_\_\_  
Purchaser/s

Date:

\_\_\_\_\_  
Name:

CEA No.:

*Note : The salesperson is required to keep this document for at least 5 years (in hard or soft copy format) and must produce the same for inspection if requested by the company. The document must also be submitted to the company for safekeeping.*

## Estate Agent Disclosure (EAD)

### Checklist Pursuant to Practice Guidelines on Marketing of Foreign Properties

Signed by all purchaser(s)

1	I/We have been informed that The Estate Agency represents the developer.	
2	I/We did not rely on any representation, warranty, or assurance, of any nature by The Estate Agency and/or salesperson whatsoever (whether orally or in writing) in the making of any decision or the taking of any action, except for presentations based on information and specifications provided in the official marketing brochure and factsheets for this development. The Estate Agency and/or salesperson shall not in any event be liable for any damage, claim or loss, whether in contract or in tort.	
3	I/We have been provided with information on the building, regulatory approvals obtained by the developer/seller in the country the property is located, and (ii) I/We have been provided with where available property details including the tenure, area, address, title deed, features, amenities, transportation, building type, built-in area, furnishing, etc	
4	I/We understand that (i) all forms of investments carry risks, (ii) the transaction is subject to foreign laws, policies and rules in the country where the property is located which may change from time to time, (iii) that in the event there is a dispute, we would need to seek remedy from foreign courts as this project is subject to foreign laws, (iv) The Estate Agency has explained to me/us that some countries may impose restrictions on the types of properties, minimum property price or location of the property which foreigners can buy. Some countries may impose restriction on reselling in the secondary market. (e.g. sell only to the locals (citizens and PRs), and (iv) The Estate Agency has explained to me the rules and restrictions on Foreign Ownership in the country that I am purchasing a property in.	
5	Any disputes arising out of or relating to the sale and purchase agreement shall first be through negotiations between senior executives of the Vendor/Developer and the Purchaser(s) and the Parties will use their reasonable best efforts to resolve the dispute through good faith negotiations. The parties agree that the courts of the Malaysia shall have exclusive jurisdiction to settle any dispute or claim arising from this transaction. The Sales & Purchase of this property is governed by and construed in accordance with Malaysia Law.	
6	The Estate Agency has explained (i) and payment schedule, project construction schedule and appointed buyer's solicitor details (the "Annex A"), and (ii) the information shall be as set out In the Sales & Purchase Agreement or equivalent document.	
7	The Estate Agency has explained (i) the payment and financing arrangements for the purchase, (ii) where payments made by me/us will go to and for what purpose, (iii) the possible impact of foreign currency exchange requirements and fluctuation on my/our financial commitment, (iv) the operation of forfeiture clauses in the Documents, and (v) has referred me/us to financial advisers if I/we require financing and financing is available to consider, and (vi) the sale is not subject to finance.	
8	The Estate Agency has explained to me/us the various categories of taxes such as stamp duties, capital gain tax, withholding tax, estate duty (if applicable) that may be imposed on the transaction, and The Estate Agency has also explained any other payments, fees and costs including the frequency, timeframe and amount involved in buying the foreign property such as fees and levies, maintenance fees, property management fees, utilities bills, insurance required from me/us during acquisition and disposal process and to list out all mandatory and optional payments.	

## Estate Agent Disclosure (EAD)

### Checklist Pursuant to Practice Guidelines on Marketing of Foreign Properties (Continued)

Signed by all purchaser(s)

9	I/We have been advised to conduct my/our own due diligence and checks prior to the purchase, (ii) I/We have been informed that a Buyer Solicitor practicing in Malaysia has been arranged by the developer for me/us to attend to queries, explain the agreements and provide legal advice though I have the right to appoint any Buyer Solicitor practicing in Malaysia, and (iii) I/We understand that a local lawyer is unable to advise on the purchase of foreign property.	
10	If the Documents are not in English, I/we have been advised to seek (i) interpretation of the Documents before signing, and (ii) to seek independent legal advice as to which version will be used for the purposes of dispute resolution.	

**Signed By:**

**Witnessed by Salesperson:  
(Representing Developer)**

\_\_\_\_\_  
Purchaser/s

Date:

\_\_\_\_\_  
Name:

CEA No.: