

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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WEI QIANG LIN

Plaintiff,

- against -

DANISH ATHLETIC PROPERTIES, INC.

Defendant.
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INDEX NO: _____/2023

Date Filed: August ___, 2023

PLAINTIFF DESIGNATES
KINGS COUNTY AS THE
PLACE OF TRIAL.

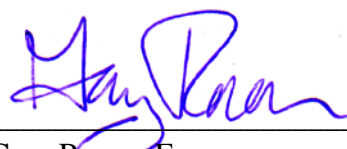
SUMMONS

THE BASIS OF VENUE:
The Real Property which is the
subject of this action:
735 65TH Street
Brooklyn, New York
Block 5821, Lot 61

TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer or if the Complaint is not served with this Summons, to serve a notice of appearance, upon the Plaintiff's attorney within twenty (20) days after service of this Summons, exclusive of the date of service (or within thirty [30] days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for relief demanded in the complaint.

Dated: August 12, 2023
Great Neck, New York



Gary Rosen, Esq.
ROSEN LAW LLC
Attorneys for Plaintiff
WEI QIANG LIN
216 Lakeville Road
Great Neck, New York 11020
516-437-3400

DEFENDANT'S ADDRESS:

DANISH ATHLETIC PROPERTIES, INC.
735 65th Street,
Brooklyn, New York 11220

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X

INDEX NO: _____/2023

WEI QIANG LIN,

Plaintiff,

VERIFIED COMPLAINT

-against-

DANISH ATHLETIC PROPERTIES, INC.,

Defendant.

-----X

Plaintiff WEI QIANG LIN by its attorneys, ROSEN LAW LLC for its complaint in this action, alleges as follows:

AS AND FOR A FIRST CAUSE OF ACTION FOR SPECIFIC PERFORMANCE

1. Plaintiff WEI QIANG LIN is an individual residing at 7503 Fort Hamilton Parkway, Brooklyn, County of Kings, City and State of New York.

2. Upon information and belief, Defendant DANISH ATHLETIC PROPERTIES, INC., is a corporation organized and existing in the State of New York.

3. On or about June 11, 2021, Plaintiff and Defendant entered into a contract of sale (the "Contract") for the sale of the real property located at 735 65th Street, Brooklyn, County of Kings, City and State of New York also known as Block 5821, Lot 61 on the Tax Map of the City of New York, County of Kings (collectively the "Real Property"), wherein Plaintiff agreed to purchase and Defendant agreed to sell the Real Property to Plaintiff.

4. Pursuant to paragraph "7" of the Contract, the closing date was to occur on or about 90 days from the Effective Date as set forth in the Contract, and the Effective Date was June 11, 2021.

5. The Contract provided that the purchase price for the Real Property would be \$4,150,000.

6. Upon information and belief, Defendant has been unwilling to, and refused to convey title to the Real Property to Plaintiff.

7. Defendant has been unwilling and unable to close title in accordance with the terms and conditions set forth in the Contract for the Real Property and convey the title to the Real Property to Plaintiff, although Plaintiff has demanded that Defendant appear at a closing to convey title to the Real Property from Defendant to Plaintiff strictly in accordance with the terms and conditions of the Contract.

8. In the alternative, Plaintiff has demanded that Defendant cause the deposit paid by Plaintiff to Defendant in the amount of \$145,250 in accordance with the terms and conditions of the Contract as amended (the "Deposit").

9. Defendant has refused to return the Deposit.

10. Defendant has made material misrepresentations to Plaintiff contained in the Contract as a result of Defendant's failure to disclose to Plaintiff that Defendant had been engaged in litigation in the action entitled Barbara Kristiansen and Kjell Kittelsen in their derivative capacities as members of the Danish Athletic Club Inc., a New York Non-for-Profit Corporation, pursuant to BCL Section 720 v. Danish Athletic Properties, Inc., et.al., Index No. 515322/2020, Supreme Court of the State of New York, County of Kings, which resulted in Defendant being unable to sell or convey the Real Property to Plaintiff.

11. Barbara Kristiansen and Kjell Kittelsen in their derivative capacities as members of the Danish Athletic Club Inc., a New York Non-for-Profit Corporation, pursuant

to BCL Section 720 commenced an action against Defendant which Defendant failed to disclose to Plaintiff.

12. Defendant knowingly entered into the Contract with Plaintiff when Defendant knew that it could not convey title to Plaintiff.

13. Defendant is in default of the terms and conditions of the Contract by refusing to convey title to the Real Property to Plaintiff.

14. Plaintiff has been ready, willing and able to close title to the Real Property but Defendant has been unwilling to convey title to the Real Property to Plaintiff in accordance with the terms and conditions of the Contract.

15. Plaintiff was and is ready, willing and able to comply with Plaintiff's obligations under the Contract.

16. Defendant is not ready, willing and able to comply with Defendant's obligations under the Contract.

17. Defendant has refused to convey title to the Real Property to Plaintiff, although duly demanded by Plaintiff.

18. Defendant has acted in bad faith by refusing to convey title to the Real Property to Plaintiff strictly in accordance with the terms and conditions of the Contract.

19. Plaintiff commences this action for a judicial declaration, specific performance, a vendee's lien, breach of contract and costs and attorneys' fees.

20. The Real Property which is the subject of this action is described as follows:

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn and County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northeasterly side of 65th Street, distant 340.00 feet northwesterly from the northerly corner of 65th Street and 8th Avenue; and

RUNNING THENCE northeasterly parallel with 8th Avenue, 100.00 feet to the center line of the block;

THENCE northwesterly along said center line of the block 80.00 feet;

THENCE southwesterly parallel with 8th Avenue, 100.00 feet to the northeasterly side of 65th Street; and

THENCE southeasterly along the northeasterly side of 65th Street, 80.00 feet to the point or place of BEGINNING.

21. On or about June 11, 2021, Plaintiff tendered the sum of \$145,250 to Crawford Bringslid Vender Neut, LLP, as escrow agent ("Escrow Agent") as and for the Contract Deposit (as defined in the Contract") towards the purchase price of the Real Property in accordance with the terms and conditions of the Contract.

22. Upon information and belief, the Deposit was deposited into the attorney escrow account of Crawford Bringslid Vender Neut, LLP, as Escrow Agent.

23. Upon information and belief, the Contract Deposit was maintained in the attorney escrow account of Crawford Bringslid Vender Neut, LLP, as Escrow Agent.

24. Upon information and belief, Crawford Bringslid Vender Neut, LLP, as Escrow Agent released the Contract Deposit to Defendant.

25. Plaintiff is and was at all times ready, willing and able hereunder to acquire the Real Property in accordance with the terms and conditions of the Contract.

26. Plaintiff and Defendant entered into a binding contract.
27. Plaintiff paid consideration for the Contract with Defendant.
28. Defendant has failed to act in good faith and fair dealing with respect to the Contract with Plaintiff.
29. Defendant has refused to provide proof that Defendant will comply with the specific terms and conditions of the Contract.
30. Plaintiff has substantially performed its obligations under Contract for the Real Property and has been ready, willing and able to pay the balance of the purchase price to Defendant.
31. Plaintiff is ready, willing and able to pay the balance of the purchase price to Defendant for Defendant to convey the Real Property to Plaintiff.
32. Plaintiff has filed this action as there is no adequate remedy at law.
33. By reason of the foregoing, Plaintiff demands a declaratory judgment and judgment requiring Defendant to specifically perform the terms and conditions of the Contract and convey title to the Real Property to Plaintiff.

AS AND FOR A SECOND CAUSE OF ACTION
FOR BREACH OF CONTRACT

34. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs “1” through “33” of this complaint, with the same force and effect as if more fully set forth at length herein.
35. There is a contract between Plaintiff and Defendant wherein Defendant agreed to sell the Real Property to Plaintiff.
36. Plaintiff performed substantially all of its obligations pursuant to the Contract.

37. Defendant have refused to perform their obligations under the Contract by refusing to convey title to Plaintiff in accordance with the terms and conditions of the Contract.

38. Defendant breached the terms of the Contract.

39. Paragraph “19” of the Contract states that “All payments of Purchaser on account of the Purchase Price are hereby made a lien against the Premises”.

40. Plaintiff has been damaged as a result of Defendant’s failure to perform the terms and conditions of the Contract.

41. Plaintiff is entitled to recover from Defendant, the Deposit in the amount of \$145,250, plus title charges and survey charges in an amount to be determined at trial, plus attorneys’ fees, and other damages.

42. By reason of the foregoing, Plaintiff has been damaged in the amount to be determined at trial, but anticipated to be a sum of no less than \$1,000,000, plus interest, costs, disbursements and attorneys’ fees.

AS AND FOR A THIRD CAUSE OF ACTION
FOR FRAUDULENT INDUCEMENT

43. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs “1” through “42” of this complaint, with the same force and effect as if more fully set forth at length herein.

44. On or about June 11, 2021, Defendant represented to Plaintiff that Defendant could and would convey title to the Real Property to Plaintiff.

45. When Defendant represented to Plaintiff that Defendant could and would convey title to the Real Property to Plaintiff, Defendant knew that Defendant could not convey title to the Real Property to Plaintiff and failed to disclose same to Plaintiff.

46. Defendant made a negligent or intentional misrepresentation to Plaintiff that the Real Property could and would be conveyed to Plaintiff pursuant to the terms which were agreed to by Plaintiff and Defendant under the Contract.

47. The information conveyed by Defendant to Plaintiff that the Real Property could and would be conveyed to Plaintiff pursuant to the terms which were agreed to by Plaintiff and Defendant under the Contract was not correct.

48. In executing the Contract between Plaintiff and Defendant, Plaintiff reasonably relied upon the information conveyed by Defendant to Plaintiff.

49. By reason of the foregoing, Plaintiff has been damaged in the amount to be determined at trial, but anticipated to be a sum of no less than \$1,000,000, plus interest, costs, disbursements and attorneys' fees.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

(1) ON THE FIRST CAUSE OF ACTION:

a) Requiring Defendant to specifically perform the Contract of Sale set forth in the complaint;

b) Requiring Defendant to make, execute, and deliver to the Plaintiff their bargain and sale deed as required by the Contract to the subject property;

c) Requiring the Defendant, on payment of the balance of the purchase price due on the Contract of Sale, to convey the subject property to the Plaintiff free and clear of all encumbrances except as provided in the Contract, or

d) In the alternative, if Defendant refuse to cannot transfer good title, the Defendant jointly and severally be adjudged to pay the Plaintiff the sum equal to all of the monies paid to Defendant and/or to Escrow Agent plus damages together with pre-judgment interest from June 11, 2021, and

e) Declaring that such sum is a lien upon the subject property, and

f) Ordering that the lien be foreclosed by a sale of the subject properties and granting Plaintiff judgment for a deficiency, and

(2) ON THE SECOND CAUSE OF ACTION:

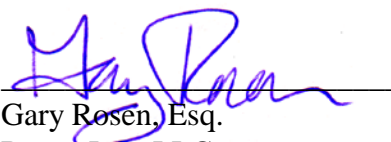
g) On the Second Cause of Action judgment against Defendant in the amount to be determined at trial, but anticipated to be a sum of no less than \$1,000,000, plus interest, costs, disbursements and attorneys' fees; and

(3) ON THE THIRD CAUSE OF ACTION:

h) On the Third Cause of Action judgment against Defendant in the amount to be determined at trial, but anticipated to be a sum of no less than \$1,000,000, plus interest, costs, disbursements and attorneys' fees; and

i) Granting such other relief as may be proper.

Dated: August 12, 2023
Great Neck, New York



Gary Rosen, Esq.
Rosen Law LLC

Attorneys for Plaintiff WEI QIANG LIN
216 Lakeville Road,
Great Neck, New York 11020
516-437-3400

EXHIBIT “1”

Description of Premises

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn and County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northeasterly side of 65th Street, distant 340.00 feet northwesterly from the northerly corner of 65th Street and 8th Avenue; and

RUNNING THENCE northeasterly parallel with 8th Avenue, 100.00 feet to the center line of the block;

THENCE northwesterly along said center line of the block 80.00 feet;

THENCE southwesterly parallel with 8th Avenue, 100.00 feet to the northeasterly side of 65th Street; and

THENCE southeasterly along the northeasterly side of 65th Street, 80.00 feet to the point or place of BEGINNING.

[illegible]

The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows: Statements of said Plaintiff, records supplied by Plaintiff, and deponent's general investigation into the facts of this case.


GARY ROSEN