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| SUPREME COURT OF THE CITY OF NEW YORK  COUNTY OF [[BoroughName]]  ------------------------------------------------------------------X  [[Plantiff]],  Plaintiff(s),  vs.  [[Defendant]], [[Defendants]]  Defendant(s),  -----------------------------------------------------------------X |  |  | Index No.: [[IndexNum]] |

**NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING**

**SUPREME COURT CASES**

**PLEASE TAKE NOTICE** that plaintiff(s)/petitioner(s) [defendant(s)/respondent(s)] in the case captioned above intends that this matter proceed as an electronically-filed case in the New York State Courts Electronic Filing System (“NYSCEF”) in accordance with the procedures therefore, set forth in Uniform Rule 202.5-b and described below. Under that Rule, filing and service of papers by electronic means cannot be made by a part nor can electronic service be made upon a party unless that party has consented to use of the System for the case in question. Each party served with this notice must promptly file with the court and serve on all other parties either a consent or a declination of consent to electronic filing and service through NYSCEF for this case, (See Instruction #2 below.)

**General Information**

Electronic filing offers significant benefits for attorneys and litigants permitting documents to be filed with the County Clerk and the court and served, between or among consenting arties, by posting the documents on the NYSCEF Website, which can be done at any time of the day or night on any day of the week. There is no fee to use the NYSCEF System, whether for filing, service, or consulting of the electronic docket, not is there a charge to print documents from the docket. Normal filing fees must be paid, but this can be done by credit or bank card on-line. For additional procedures and information, see Uniform Rule 202.5-b, any e-filing protocol that may have been promulgated by the court in question, and the NYSCEF Website at www.nycourts.gov/efile.

**Instructions**

1. Service of this Notice constitutes consent to e-filing and a statement of intent by the undersigned to use the NYSCEF System in this case. When an action or proceeding is being commenced through the NYSCEF System, this Notice must accompany service of the initiating papers.

2. Each party served with this Notice may consent to e-filing either: (i) by filing with the court and serving on all parties of record a consent to e-filing, or (ii) if an authorized e-filing user, by filing a consent electronically in the manner provided at the NYSCEF site Parties who do not wish to consent must file and serve a written declination of consent. If one party or some but fewer than all parties consent, NYSCEF may be used by and between or among consenting parties.

3. Each participating attorney, unless already registered, or self-represented party must PROMPTLY create a NYSCEF account and obtain the confidential Filing User Identification Number and Password necessary to use the system. To create a NYSCEF account, go to www.nycourts.gov/efile, click the Create an Account link, and follow the instructions.

4. For additional information about NYSCEF, see the User’s Manual and Frequently Asked Questions on the Website, or contact the court in question or the NYSCEF Resource Center (Phone-386-3033; e-mail: efile@nycourts.gov; mailing address: 60 Centre Street, New York, New York 10007).

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_

Signature Phone

Print Name Fax

Address (1) Email

Address (2) Attorney(s) for

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| SUPREME COURT OF THE CITY OF NEW YORK  COUNTY OF [[BoroughName]]  ------------------------------------------------------------------X  [[Plantiff]],  Plaintiff(s),  vs.  [[Defendant]], [[Defendants]]  Defendant.  ------------------------------------------------------------------X |  |  | Index No.: [[IndexNum]]  **SUMMONS**  The basis of venue is situs of the real property in [[BoroughName]] County, at [[PropertyAddress]], Block [[Block]] , Lot [[Lot]] |

To the above named defendant(s)

**YOU ARE HEREBY SUMMONED** to serve an answer to the complaint in this action, or if the complaint is not served with the summons, to serve a notice of appearance, on the Plaintiff’s attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 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 serve an answer or appear, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: [[BoroughName]], New York

\_\_\_\_\_\_\_ , 2015

**Law Office of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[[PlantiffAttorney]],

[[PlantiffAttorneyAddress]]

[[PlantiffAttorneyPhone]]

*Attorney for Plaintiff*

(((put defendant’s names and addressed for service here)))

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| SUPREME COURT OF THE CITY OF NEW YORK  COUNTY OF [[BoroughName]]  ------------------------------------------------------------------X  [[Plantiff]],  Plaintiff(s),  vs.  [[Defendant]], [[Defendants]]  Defendant(s),  -----------------------------------------------------------------X |  |  | Index No.: [[IndexNum]]  **VERIFIED COMPLAINT** |

Plaintiff [[Plantiff]], by and through its attorney, [[PlantiffAttorney]], complaining of the Defendants [[Defendant]] and [[Defendants]] (hereinafter “Defenant(s)”) respectfully shows and alleges:

**NATURE OF ACTION**

1. Plaintiff brings this action pursuant to Article 15 of the Real Property Actions and Proceedings Law of the State of New York (RPAPL) to compel a determination of claims to real property hereinafter described and set forth.

**THE PARTIES**

1. Plaintiff is a Limited Liability Company organized and existing under and by virtue of the laws of the State of New York with its principle place of business in the state of New York, County of Queens.
2. Defendants [[Defendant]]and [[Defendants]]are both natural persons residing in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, State of New York
3. Upon information and belief, Defendants are owners by tenants in common of the subject premises, situated at [[PropertyAddress]], Block [[Block]] , Lot [[Lot]] .

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over this controversy because the contracts of sale that is the subject of the controversy entered in the State of New York, County of [[BoroughName]] and the subject Premises which the parties bargained for in said contract of sale is also located in the State of New York, County of [[BoroughName]].
2. Venue is proper as the Contracts at issue was entered into in the County of [[BoroughName]], the subject premises, [[PropertyAddress]], Block [[Block]] , Lot [[Lot]] are located within the County of [[BoroughName]], and the Defendants are also owners of the subject premises.

**FACTS**

1. On or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Plaintiff as Purchaser, entered into a Contracts of Sale with the Defendants, [[Defendant]] and [[Defendants]] as Seller, for the sale of [[PropertyAddress]], Block\_[[Block]] , Lot \_[[Lot]] \_.
2. At time execution of the Contract, Defendant was represented by counsel. Upon information and belief, Defendant was informed of all the terms and obligations of the contract of sale. A Copy of the contract of sale is annexed as **“Exhibit \_\_”** hereto.
3. Pursuant to the contract of sale, Defendants agreed to sell [[PropertyAddress]], Block \_[[Block]] , Lot \_[[Lot]] \_ to the Plaintiff and Plaintiff agreed to purchase for $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. [[PropertyAddress]] is in a state of disrepair, uninhabitable, and is considered to be below market value. The Defendants do not occupy [[PropertyAddress]], and those said premises are now (vacant/occupied – choose one). The Defendants have no demonstrative interest in the property other than the open title, which they have agreed by contract to close to the benefit of the Plaintiff.
5. Pursuant to the duly executed contract of sale, Defendants were required to sell [[PropertyAddress]] to Plaintiff by delivering title to the premises to Plaintiff no later than 30 days of a short sale approval. However, Defendants defaulted on his obligation to do so, by affirming that they shall not sell [[PropertyAddress]] to Plaintiff at any time, 30 days from the short sale approval, or before the expiration of their [bank’s] “short pay-off” approval issued on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which expires on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (**See “Exhibit \_\_”**).

**AS AND FOR THE FIRST CAUSE OF ACTION**

**FOR BREACH OF CONTRACT**

1. Plaintiff repeats, realleges and reiterates each and every allegation and statement set forth in paragraphs “1” through “11”.
2. Plaintiff has performed and is ready, willing, an able to perform their obligations under the contract of sale.
3. Up to now, Defendants have also performed satisfying the bank’s terms to secure a “short payoff” but have since refused to comply with the closing of title.
4. According to paragraph \_\_\_ of the contract of sale, in the event of default, the Plaintiff, as Purchaser, is entitled to enforce its rights under the contract of sale by seeking specific performance.
5. That [[PropertyAddress]] consists of real property that is unique, irreparable and irreplaceable. Thus, the Plaintiff has no other adequate remedy of law to secure its interests in the property other to seek specific performance with an emergency order to show cause.
6. The “short payoff” approval expires on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, therefore Plaintiff shall seek for Defendants to show cause on an emergency basis as to why [[PropertyAddress]] should not be sold to the Plaintiff prior to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as contractually agreed.
7. As a result of the Defendant’s breach, the Plaintiff has incurred, and will continue to incur, consequential and/or incidental damages. The Plaintiff has sustained damages, including but not limited to general damages, in the amount within the jurisdictional limits of this court.
8. Therefore the Plaintiff is entitled to incidental, consequential and/or general damages, with interest from the date of breach, to be determined by the trier of facts hereof, but not less than $100,000.

**AS AND FOR A SECOND CAUSE OF ACTION**

**TO FORECLOSE A VENDEE’S LIEN ON REAL PROPERTY**

1. Plaintiff repeats, realleges and reiterates each and every allegation and statement set forth in paragraphs “1” through “19”.
2. Pursuant to paragraph \_\_\_ of the contract of sale, all monies paid on account of the Contract are hereby made liens on the Premises and collectable out of the Premises.
3. By virtue of the foregoing, Defendant has breached the terms and conditions of the Contract.
4. By virtue of the breach, the Court should grant Plaintiff the right to foreclose its lien on the Premises, plus interest, costs and attorneys’ fees.

**WHEREFORE**, the Plaintiff, demands judgment as follows:

1. On the first cause of action awarding Plaintiff the relief sought of specific performance, compelling the Defendants to close on title to [[PropertyAddress]] as per the contract of sale and the short payoff approval issued by the bank.
2. On the second cause of action for breach of contract and grant Plaintiff the right to foreclose on the premises and the restrain the Defendants from transferring and conveying the premises to anyone except the Plaintiffs until these proceedings are disposed and;
3. Any further relief this court deems just and proper.

Dated: [[BoroughName]], New York

\_\_\_\_\_\_\_\_ , 20\_\_

**Law Office of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[[PlantiffAttorney]],

[[PlantiffAttorneyAddress]]

[[PlantiffAttorneyPhone]]

*Attorney for Plaintiff*

**VERIFICATION**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** being duly sworn, deposes and says:

I am the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (managing agent signature in front of notary – delete this comment when finished)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print name of managing agent of corp and name of corp – delete this comment when finished)**

Plaintiff

Sworn to before me this

\_\_\_\_\_\_\_\_ day of , 20\_\_\_

Notary Public

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| SUPREME COURT OF THE STATE OF NEW YORK  COUNTY OF [[BoroughName]]  ------------------------------------------------------------------X  [[Plantiff]],  Plaintiff,  vs.  [[Defendant]], [[Defendants]]    Defendant.  -----------------------------------------------------------------X |  |  | Index No.: [[IndexNum]] |

**SUMMONS AND VERIFIED COMPLAINT**

**Law Office of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[[PlantiffAttorney]],

[[PlantiffAttorneyAddress]]

[[PlantiffAttorneyPhone]]

*Attorney for Plaintiff*

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| SUPREME COURT OF THE CITY OF NEW YORK  COUNTY OF [[BoroughName]]  ------------------------------------------------------------------X  [[Plantiff]],  Plaintiff(s),  vs.  [[Defendant]], [[Defendants]]  Defendant(s),  -----------------------------------------------------------------X |  |  | Index No.: [[IndexNum]]  **NOTICE OF PENDENCY ACTION** |

**NOTICE IS HEREBY GIVEN** that an action has been commenced an is now pending in the Supreme Court of [[BoroughName]] County upon the Complaint of the above named Plaintiff, [[Plantiff]], against the above-named Defendants [[Defendant]], [[Defendants]], for the Specific Performance and Breach of Contract between the Defendants, as Sellers, and the Plaintiff, as Purchaser, pursuant to a:

Contract of Sale and entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, duly executed by [[Plaintiff]], and [[Defendant]], [[Defendants]] and the “short pay-off approval” of a real estate loan serviced by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, all to the subject premises known as [[PropertyAddress]], Block \_\_[[Block]] , Lot \_[[Lot]] and a Breach of a said Contract in failing to close on title prior to the expiration of the approval of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**AND NOTICE IS FURTHER GIVEN,** that the subject premises, affected by lien, were at the time of the commencement of this action, and at the time of the filing of this Notice, situated at [[PropertyAddress]], Block \_[[Block]] , Lot \_[[Lot]]in the County of [[BoroughName]]. State of New York, and described in said Contract of Sale and in Schedule an individually attached hereto and made part hereof.

**TOGETHER** with all the right, title and interest of the Defendant in and no the land lying in the street and roads in front of and adjoining said premises.

The Clerk of the County of [[BoroughName]] is directed to index this Notice against the above named Defendant, [[Defendant]], [[Defendants]].

Dated: [[BoroughName]], New York

\_\_\_\_\_\_\_ , 20\_\_

**Law Office of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[[PlantiffAttorney]],

[[PlantiffAttorneyAddress]]

[[PlantiffAttorneyPhone]]

*Attorney for Plaintiff*

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| SUPREME COURT OF THE STATE OF NEW YORK  COUNTY OF [[BoroughName]],  ------------------------------------------------------------------X  [[Plantiff]],  Plaintiff,  vs.  [[Defendant]], [[Defendants]]    Defendant.  -----------------------------------------------------------------X |  |  | Index No.: [[IndexNum]] |

**NOTICE OF PENDENCY ACTION**

**Law Office of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[[PlantiffAttorney]],

[[PlantiffAttorneyAddress]]

[[PlantiffAttorneyPhone]]

*Attorney for Plaintiff*