

THIS IS A LEGALLY ENFORCEABLE CONTRACT. YOU SHOULD CONSIDER WHETHER YOU WISH TO CONSULT YOUR ATTORNEY PRIOR TO SIGNING THE SAME.



"THE RATE OR AMOUNT OF COMMISSION CHARGED FOR THE SALE, EASE, APPRAISAL OR MANAGEMENT OF REAL ESTATE SHALL BE NEGOTIATED BETWEEN EACH MEMBER OF LIBOR AND HIS CLIENT"

SALES AGREEMENT

Date 09/06/2020

PURCHASER:

SELLER:

Dilenia Baez Garcia

(name)

Emily Baez
Juan Carlos Toribio Vargas

(name)

(address)

Infante

(name)

(name)

(address)

The undersigned buyer hereby offers to purchase the real property owned by the seller and located at 29 Maple PI, Springville, NY 11701 on the 12 Toppy Ln Bay Shore NY 11706

following terms and conditions:

Seller Concession Non-Contingent

TERMS AND CONDITIONS

1. Purchase Price	\$ <u>590,000</u> (Seller Concession <u>\$19,000</u>)	580,000.00
2. Good faith deposit	\$	
3. Down payment payable on Formal Contract (including above deposit)	\$ <u>13,650.00</u>	13,650.00
4. Subject to (existing) or (new) mortgage	\$ <u>376,350.00</u>	366,700.00
5. Cash on closing	\$	
TOTAL	\$ <u>590,000</u>	580,000.00

It is further understood and agreed that if this offer is not accepted by the seller in writing that the above good faith deposit will be totally refunded to the buyer. IN THE EVENT, HOWEVER, THE SELLER DOES ACCEPT THIS OFFER IN WRITING THEN SAID GOOD FAITH DEPOSIT WILL BE DELIVERED TO THE SELLER AND BUYER WILL PROCEED TO COMPLETE THE TRANSACTION IN ACCORDANCE WITH THIS PURCHASE AGREEMENT.

FINANCING

A. This sale is subject to and conditioned upon the buyer obtaining a (variable rate) (fixed rate) mortgage in the amount of \$ with interest at prevailing rate amortized over a period of not less than 30 years. Buyer understands that he/she/they is/are obligated to make a good faith effort to obtain such financing.

B. This sale is subject to existing (variable rate) (fixed) mortgage held by tbd which presently bears interest at tbd % per annum. The present monthly payment is \$ tbd which includes (taxes) (insurance). The final payment is due tbd. The mortgage commitment is to be obtained within 45 days from the date hereof or the date of a formal contract whichever is later. A formal contract is to be signed by the parties on or about asap.

PERSONAL PROPERTY

The following personal property is included in the sale and is represented by seller to be in working order.

Exclusions are:

CLOSING

The balance of the purchase price will be delivered by the buyer to the seller at the date of closing which will take place on or about asap at tbd.

Form 400 1 of 2

LEAD HAZARD CONTINGENCY

This agreement is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards¹ at the Purchaser's expense until 9:00 p.m. on the tenth calendar day after ratification or a date mutually agreed upon. This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within 3 days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have 2 days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause. ¹Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet *Protect Your Family From Lead in Your Home* for more information.

ARBITRATION

Any dispute in which a real estate broker is claiming a commission from a party hereto as a result of the transaction set forth in this agreement and where the dispute involves a sum of money more than \$6,000 shall be resolved by arbitration before one single arbitrator. The arbitration shall be held in the county in which the real estate which is the subject matter of this agreement is located. The arbitration shall be governed by the commercial rules of the National Arbitration and Mediation. The prevailing party in the arbitration shall be entitled to recoup all of its cost including, but not limited to, all fees paid to the National Arbitration and Mediation, the arbitrator, any other administrative fees and reasonable attorneys fees. Any Award of the Arbitrator shall be final and conclusive upon the parties hereto and a Judgment thereon may be entered in the highest court of the State of New York having jurisdiction. Nothing herein contained shall prevent a broker from commencing an action at law or equity where such action is necessary for the broker to obtain injunctive or other temporary relief such as the relief provided in CPLR §2701.

COMPLETE AGREEMENT

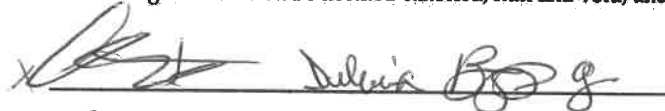
Buyer and Seller acknowledge and agree that no representations, warranties or agreements have been made with respect to the premises or the purchase price hereof other than those set forth in the agreement. Buyer and Seller further agree that this agreement cannot be changed or modified in any way except by writing signed by both buyer and seller.

LEAD PAINT DISCLOSURE CONTINGENCY

This agreement obligates the parties to sell and purchase the real property described herein if as and when the purchaser has received the Lead Paint Hazard Disclosures required by the Residential Lead Based Paint Hazard Reduction Act of 1992 and the purchaser and seller have agreed to perform under the terms hereof or any other terms and conditions subsequently negotiated.

ATTORNEY'S APPROVAL CLAUSE

This agreement is contingent upon purchaser and seller obtaining approval of this agreement by their attorney as to all matters contained therein. This contingency shall be deemed waived unless purchaser's or seller's attorney on behalf of their client notifies the broker in writing, of their disapproval of the agreement no later than 3 business days after full execution hereof. If purchaser's or seller's attorney so notifies, then this agreement shall be deemed canceled, null and void, and all deposits shall be returned in full to the purchaser.



X JURIN CARLOS TORIBIO

Purchaser(s)

Broker Premium Group Realty Corp

by

Adriana M Pinilla

Attorney for Purchaser:

Marcos Materassi

(address)

info@materassilegalnyc.com

Tel No: 718-770-7070

Infante

Owner/Seller(s)

Attorney for Seller:

(address)

Tel No: _____

Standard Sales Binder Form 400

Approved by Long Island Board of Realtors, Inc.

Form 400 2/97

Form 400 2 of 2

This contract is for use by Premium Group Realty Corp. Use by any other party is illegal and voids the contract.

InstantForm



**SALES - DISCLOSURE FOR PRE-1978 HOUSING SALES
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**



Seller's Name: Infinite Property Address: 29 Maple Pl
City/State/Zip/Phone: Amityville, NY 11701

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

- 6/1 (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

- ☒ Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing.
- 6/1 (b) Records and Reports available to the seller (check one below):
- ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

- ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (initial)

- _____ (c) Purchaser has received copies of all information listed above.
- _____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- _____ (e) Purchaser has (check one below):
- ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial)

- EPD (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller: [Signature] Date: 8/24/2010 Seller: _____ Date: _____
X Purchaser: [Signature] Date: _____ X Purchaser: JUAN CARLOS TORIBIO Date: _____
Agent: [Signature] Date: 8/24/2010 Agent: _____ Date: _____



Division of Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: (518) 474-4429
www.dos.ny.gov

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Adriana Pinilla of Premium Group Realty
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

☐ Seller as a (check relationship below)

☐ Seller's Agent

☐ Broker's Agent

☒ Buyer as a (check relationship below)

☐ Buyer's Agent

☒ Broker's Agent

☐ Dual Agent

☐ Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance Informed Consent Dual Agency

☐ Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form:

Signature of ☒ Buyer(s) and/or ☐ Seller(s):

[Signature]
X JULIAN CARLOS TORIBIO VARGAS

Date: _____

Date: _____