



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.state.ny.us

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 interests. 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 inconsistent 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 can not 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 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 to negotiate the purchase and sale of real estate. 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 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 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 may 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 Adam Vazquez (print name of licensee) of Premium Group Reality
(print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☐ Seller as a (check relationship below)

☐ Buyer as a (check relationship below)

☐ Seller's agent

☒ Buyer's agent

☐ Broker'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), X Ravendra Ram Lal acknowledge receipt of a copy of this disclosure

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

X Ravendra Ram Lal

Date: September 1, 2020

Date: _____

Closing Disclosure

Closing Information

Date Issued 10/23/2020
Closing Date 10/26/2020
Disbursement Date 10/26/2020
Settlement Agent Thomas A. Barraco, Attorney at Law
File # 012006765
Property 251 Floyd Road
 Shirley, NY 11967
Sale Price \$349,000

Transaction Information

Borrower Ravendra Ramlall
 185 Franklin Street
 #4
 Brooklyn, NY 11222
Seller Mark Weyer and Helen Weyer
 251 Floyd Road
 Shirley, NY 11967

Summaries of Transactions

SELLER'S TRANSACTION	
Due to Seller at Closing	\$349,858.00
01 Sale Price of Property	\$349,000.00
02 Sale Price of Any Personal Property Included in Sale	
03	
04	
05	
06	
07	
08	
Adjustments for Items Paid by Seller in Advance	
09 City/Town Taxes to	
10 County Taxes to	
11 Assessments to	
12 School/Town Taxes 10/26/2020-11/30/2020	\$858.00
13	
14	
15	
16	
Due from Seller at Closing	\$99,376.56
01 Excess Deposit	
02 Closing Costs Paid at Closing (J)	\$15,606.00
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan to Quicken Loans	\$83,270.56
05 Payoff of Second Mortgage Loan	
06	
07	
08 Seller Credit	
09 PCDS	\$500.00
10	
11	
12	
13	
Adjustments for Items Unpaid by Seller	
14 City/Town Taxes to	
15 County Taxes to	
16 Assessments to	
17	
18	
19	
CALCULATION	
Total Due to Seller at Closing	\$349,858.00
Total Due from Seller at Closing	\$99,376.56

Contact Information

REAL ESTATE BROKER (B)

Name	Premium Group Realty
Address	450 Sunrise Highway Rockville Centre, NY 11570
License ID	10991223439
Contact	Adam Vazquez
Contact License ID	10401323909
Email	adamvsellshomes@gmail.com
Phone	516-243-7570

REAL ESTATE BROKER (S)

Name	eXp Realty
Address	150 Motor Parkway Suite 401 Hauppauge, NY 11788
License ID	1099122964)
Contact	Sara Zuccarello-Kranz
Contact License ID	10401321167
Email	sara.zuccarello-kranz@exprealty.com
Phone	(631) 258-85

SETTLEMENT AGENT

Name	Thomas A. Barraco, Attorney at Law
Address	105 Conklin Street 2nd Floor Farmingdale, NY 11735
License ID	5714977
Contact	Thomas A. Barraco
Contact License ID	5714977
Email	tom@barracolaw.com
Phone	516-531-4042



Questions? If you have questions about the loan terms or costs on this form, use the contact information above. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Cash ☐ From ☒ To Seller \$250,481.44

Closing Cost Details

Loan Costs	Seller-Paid	
	At Closing	Before Closing
A. Origination Charges		
01		
02		
03		
04		
05		
06		
07		
08		
B. Services Borrower Did Not Shop For		
01		
02		
03		
04		
05		
06		
07		
08		
C. Services Borrower Did Shop For		
01 Title - Closing Agent Fee to Coach Title Insurance Agency	\$250.00	
02		
03		
04		
05		
06		
07		
08		

Other Costs		
E. Taxes and Other Government Fees		
01 Transfer taxes to Coach Title Insurance Agency	\$1,396.00	
02		
F. Prepaids		
01		
02		
03		
04		
05		
G. Initial Escrow Payment at Closing		
01		
02		
03		
04		
05		
06		
07		
08		
H. Other		
01 Real Estate Commission to eXp Realty, LLC	\$6,980.00	
02 Real Estate Commission to Premium Group Realty	\$6,980.00	
03		
04		
05		
06		
07		
08		
09		
10		
J. TOTAL CLOSING COSTS	\$15,606.00	

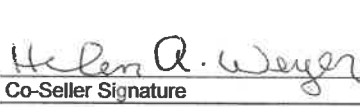
Seller Addendum

Confirm Receipt

By signing, you are only confirming that you have received this form.



Seller Signature Date 10/26/20
Mark Weyer and Helen Weyer



Co-Seller Signature Date 10/26/20

