

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT - LAW DIVISION

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|   |   |                              |
|---|---|------------------------------|
| NITIN CHANDULAL BHANSARI, a//k/a                                  | ) |                              |
| NITIN BHANSALI,   | ) |                              |
|   | ) |                              |
| Plaintiff,  | ) |                              |
|   | ) |                              |
| VS.   | ) | Case: _____                  |
|   | ) |                              |
| <b>DEUTSCHE BANK NATIONAL TRUST</b>                               | ) |                              |
| <b>COMPANY</b> , as Trustee for Carrington Mortgage               | ) | Type: Breach Contract, et al |
| Loan Trust, Series 2005-FRE1 Asset-Backed                         | ) |                              |
| Pass-Through Certificates; a New York Bank & Trust Co;            | ) |                              |
| <b>CARRINGTON MORTGAGE SERVICES, LLC</b> , a                      | ) |                              |
| Delaware corporation; <b>CARRINGTON TITLE</b>                     | ) |                              |
| <b>SERVICES, LLC</b> , a Delaware corporation, f/k/a <b>TELSI</b> | ) |                              |
| <b>REAL ESTATE SOLUTIONS, LLC; FIDELITY</b>                       | ) |                              |
| <b>NATIONAL TITLE INSURANCE COMPANY</b> , a                       | ) |                              |
| California corporation; <b>CHICAGO TITLE</b>                      | ) |                              |
| <b>INSURANCE COMPANY</b> , a Nebraska                             | ) |                              |
| Corporation; <b>FIDELITY NATIONAL AGENCY</b>                      | ) |                              |
| <b>SOLUTIONS</b> , a California corporation;                      | ) |                              |
| <b>ATLANTIC AND PACIFIC SETTLEMENT</b>                            | ) |                              |
| <b>SERVICES, LLC</b> , a limited liability company,               | ) |                              |
| <b>BANK OF AMERICA, NA</b> , a North Carolina                     | ) |                              |
| corporation; <b>AVNI B. SHAH</b> ; an Illinois                    | ) |                              |
| Registered Attorney; <b>BELL LAW, LLC</b> , an Illinois           | ) |                              |
| limited liability company; <b>ANTHONY J. TROTTO</b>               | ) |                              |
| <b>REAL ESTATE</b> , an Illinois Real Estate Broker;              | ) |                              |
| and <b>PETRA SESTAKOVA</b> , an Illinois Real Estate Agent.       | ) |                              |
|   | ) |                              |
| Defendants.   | ) |                              |

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**VERIFIED COMPLAINT**

Now comes the Plaintiff, NITIN CHANDULAL BHANSARI, also known as, NITIN BHANSALI (referred to herein as “Plaintiff”), who is self-represented and acting as a Pro Se litigant, hereby complain against each of the named defendant herein, as follow:

### **Jurisdiction and Venue**

1. Jurisdiction is proper in this court, as this case arises out of acts and/or omissions of the defendants resulting in, among other things, a breach of real estate contract and business dealing with the plaintiff in the State of Illinois.
2. Venue is proper in this county, as the suit involves plaintiff and real estate property both being situated in the Cook County, State of Illinois.

### **Parties**

3. The plaintiff, NITIN C. BHANSARI, also known as NITIN BHANSALI (hereinafter “Plaintiff”), at all times mentioned in this complaint was, a resident of the City of Chicago, State of Illinois, and living within the County of Cook.
4. The plaintiff’s true and correct full name is NITIN CHANDULAL BHANSARI, an individual.
5. The defendant, DEUTSCHE BANK NATIONAL TRUST COMPANY (“Deutsche Bank”), as Trustee, a California Bank & Trust Company, at all times mentioned in this complaint was, on information and belief, a bank and trust corporation; and was further authorized to conduct trust business in the State of Illinois.
6. The defendant, CARRINGTON MORTGAGE SERVICES, LLC (hereinafter “CMS”), at all times mentioned in this complaint was, a Delaware corporation, and on information and belief; and was further authorized to conduct business in the State of Illinois.
7. The defendant, FIDELITY NATIONAL TITLE INSURANCE COMPANY (hereinafter “Fidelity National”), at all times mentioned in this complaint was, a California Title insurance company, and on information and belief, was authorized and did conduct title insurance business in the State of Illinois.

8. The defendant, CHICAGO TITLE INSURANCE COMPANY (hereinafter “CTIC”), at all times mentioned in this complaint was, a Nebraska title insurance company, and on information and belief, was authorized and did conduct title insurance business in the State of Illinois.
9. The defendant, CARRINGTON TITLE SERVICES, LLC (hereinafter “CTS”), *formerly known as*, TELSI REAL ESTATE SOLUTIONS, LLC, at all times mentioned in this complaint was, a foreign limited liability company, and on information and belief, was authorized and did conduct business in the State of Illinois.
10. The defendant, FIDELITY NATIONAL AGENCY SOLUTIONS (hereinafter “FNAS”), at all times mentioned in this complaint, on information and belief, was a business division of FIDELITY NATIONAL TITLE INSURANCE COMPANY, and did conduct title insurance business in the State of Illinois.
11. The defendant, ATLANTIC AND PACIFIC SETTLEMENT SERVICES, LLC (hereinafter “A & PSS”), at all times mentioned in this complaint, on information and belief was an affiliate foreign limited liability company, and conduct title insurance and related business services in the State of Illinois.
12. The defendant, BANK OF AMERICA, at all times mentioned in this complaint was, on information and belief, a bank corporation; and was further authorized to conduct business in the State of Illinois. The defendant was a servicer on behalf of Defendant DEUTSCHE BANK.
13. The defendant, NEXUS DEBT SOLUTIONS, LLC (hereinafter “Nexus Debt”), at all times mentioned in this complaint, on information and belief, was an Illinois limited liability company and did conduct business in the State of Illinois.

14. The defendant, BELL LAW, LLC, at all times mentioned in this complaint, on information and belief, was a law firm and organized as an Illinois limited liability company, and did practice law and business in the State of Illinois.
15. The defendant, AVIN B. SHAH, at all times mentioned in this complaint was, a Lawyer, licensed to practice law in the State of Illinois, and during such times, provided legal representation to plaintiff in association with his employment or business arrangement with Bell Law, LLC.
16. The defendant, ANTHONY J. TROTTO REAL ESTATE, at all times mentioned in this complaint, on information and belief, was a real estate broker and operated a licensed real estate broker business in the State of Illinois.
17. The defendant, PETRA SESTAKOVA, at all times mentioned in this complaint was, a real estate agent, and on information and belief, was authorized, licensed and did conduct real estate business in the State of Illinois in association with the broker, Anthony J. Trotto Real Estate (A.J.T.R.E.).

**Factual Allegations Common to All Claims**

18. On June 18, 2011, the plaintiff, NITIN C. BHANSARI, also known as NITIN BHANSALI submitted an offer to purchase a residential real estate property owned by the defendant, DEUTSCHE BANK NATIONAL TRUST COMPANY (“DEUTSCHE BANK”), as Trustee, for Carrington Mortgage Loan Trust, Series 2005-FRE1 Asset-Backed Pass-Through Certificates, as more fully described below.
19. On June 27, 2011, DEUTSCHE BANK accepted the offer and agreed to sell the subject property to plaintiff, in cash, for a total sum of Nineteen Thousand and Nine Hundred Dollars (\$19,900.00), as set forth in the contract described as a: “Multi-Board Residential Real Estate

Contract 5.0” (the “Contract”). (A true and correct copy is attached as Exhibit A, and is incorporated by this reference).

20. The Plaintiff and defendant CARRINGTON MORTGAGE SERVICES, LLC also executed an “Addendum to Real Estate Purchase Contract” (the “Contract Addendum”), pursuant to which plaintiff was to purchase the property in AS-IS condition. (A true and correct copy is attached as Exhibit B, and is incorporated by this reference).

21. The real property that is the subject of this processing is a 2-story residential apartment building containing 4-living units, and legally described as:

LOT 58 IN J.F. TRISKA'S SUBDIVISION OF THE WEST 22 ACRES  
OF THE EAST 33 ACRES OF THE SOUTH 42 1/2 ACRES OF THE WEST 1/2  
OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

Parcel Tax ID (PIN): 19-12-322-025-0000

Commonly known as: 5340 S. Albany Avenue, Chicago, IL 60632

(the “Subject Property”). (A true and correct copy is attached as Exhibit C, and is incorporated by this reference)

22. The plaintiff, pursuant to the terms and conditions of the contract delivered Earnest Money in the amount of One-Thousand Dollars and no/cent (\$1,000.00) to defendant’s real estate broker, ANTHONY J. TROTTO REAL ESTATE, for the benefit of the parties; and wherein the balance of the purchase price to be paid at closing. (A true and correct copy is attached as Exhibit D, and is incorporated by this reference).

23. On or about July 14 2011, the plaintiff retained the legal services of attorney AVNI B. SHAH of BELL LAW, LLC, for a fee of \$600.00, for legal representation in the purchase of the subject property. (A true and correct copy is attached as Exhibit E, and is incorporated by this reference). The parties did not execute a retainer agreement.

24. The parties agreed to close the transaction through escrow on or before July 22, 2011, through a settlement agency selected by defendants, DEUTSCHE BANK and CARRINGTON MORTGAGE SERVICES, LLC.
25. In furtherance of the contract agreement, the defendants DEUTSCHE BANK and CARRINGTON MORTGAGE SERVICES, LLC, informed the plaintiff that it had entered into an affiliated business arrangement on June 27, 2011 for the sale of the property with its affiliates collectively known as “Carrington”. (A true and correct copy is attached as Exhibit F, and is incorporated by this reference).
26. Further and as part of the process of selling the subject property, defendants DEUTSCHE BANK and CARRINGTON MORTGAGE SERVICES, LLC, executed; and defendants ANTHONY J. TROTTO REAL ESTATE; and defendant PETRA SESTAKOVA, delivered to plaintiff, a “Residential Real Property Disclosure Report” dated June 27, 2011 relating to the conditions of the subject property. (A true and correct copy is attached as Exhibit G, and is incorporated by this reference).
27. Further and as part of the process of selling the subject property, defendants DEUTSCHE BANK and CARRINGTON MORTGAGE SERVICES, LLC, executed and; defendants ANTHONY J. TROTTO REAL ESTATE; and defendant PETRA SESTAKOVA, delivered to plaintiff a “Disclosure of Information and Acknowledgement, Lead-Based Paint and/or Lead-Based Paint Hazards” dated June 27, 2011. (A true and correct copy is attached as Exhibit H, and is incorporated by this reference).
28. Further and as part of the process of selling the subject property, the defendant’s DEUTSCHE BANK and CARRINGTON MORTGAGE SERVICES, LLC, opened or caused to be opened a title escrow account (Escrow Account Number: 1235183426) with

Fidelity National Agency Solutions, a division of FIDELITY NATIONAL TITLE INSURANCE COMPANY, for the sale and purchase of the subject property.

29. Further and as part of the process of selling the subject property, the defendants DEUTSCHE BANK and CARRINGTON MORTGAGE SERVICES, LLC ordered and delivered to plaintiff a title commitment dated July 1, 2011; with an effective coverage date of June 16, 2011 through August 30, 2011 from defendant FIDELITY NATIONAL TITLE INSURANCE COMPANY, Order Number APS 7000013235R. (A true and correct copy is attached as Exhibit I, and is incorporated by this reference)
30. Further and as part of the process of selling the subject property, the defendants DEUTSCHE BANK and CARRINGTON MORTGAGE SERVICES, LLC agreed to deliver to plaintiff an Owner's Title Insurance Policy after the closing, or recording of a proper deed.
31. The defendant FIDELITY NATIONAL TITLE INSURANCE COMPANY deliver to plaintiff a Closing Protection Letter dated July 11, 2011 through September 9, 2011. (A true and correct copy is attached as Exhibit J, and is incorporated by this reference).
32. The parties ultimately agreed to conduct the closing on August 22, 2011. The plaintiff relied upon the representation and disclosures provided at that time.
33. The plaintiff, pursuant to the terms and conditions of the contract delivered to the settlement agent, Fidelity National Agency Solution, a division of FIDELITY NATIONAL TITLE INSURANCE COMPANY, the remaining balance of the purchase price, as calculated by the HUD-1Settlement Statement or RESPA, the cash sum of \$16,500. (A true and correct copy is attached as Exhibit K, and is incorporated by this reference).
34. The plaintiff also provided the correct spelling of his name, his current residence address and other identifying information to defendants, the title company and settlement agents, as

requested. (A true and correct copy is attached as Exhibit L, and is incorporated by this reference)

35. At the conclusion of the closing on August 22, 2011, plaintiff was assured and provided a “mark-up” title commitment waiving certain exceptions appearing on the title commitment; wherein the defendants would be conveying to plaintiff in fee simple, and in his proper name, a clean and marketable title to the subject property, upon the recording of a special warranty deed required under the contract terms. (A true and correct copy is attached as Exhibit M, and is incorporated by this reference).
36. Pursuant to the contract, the plaintiff was to receive the subject property, in fee simple, by a Special Warranty Deed in the name of Nitin Bhansari. (A true and correct copy is attached as Exhibit N, and is incorporated by this reference)
37. The plaintiff never took exclusive physical possession of the subject property; insofar as the defendants failed, refused or otherwise was negligent in not turning-over the property to plaintiff, whether through its realty agents, defendants or other affiliates, to plaintiff’s exclusive possession and control. The plaintiff had no control, *ad initio* of the subject property.
38. The plaintiff was never provided any keys to the doors, which was totally secured, boarded; and also the windows boarded; there was no access codes or other devices for his entrance; despite repeated requests from the plaintiff, defendants failed to turn-over possession of the subject property to plaintiff under the terms of the contract.
39. At all times after the August 22<sup>nd</sup> closing, the defendants caused the subject property to be conveyed by a Quitclaim Deed ---- more than four and one-half (4 1/2) years after the August



22, 2011 closing! (A true and correct copy is attached as Exhibit, M and is incorporated by this reference)

40. The instrument was recorded on February 9, 2016 in the office of the Cook County Recorder of Deeds, as document number 1604016055. (A true and correct copy is attached as Exhibit O, and is incorporated by this reference)
41. The plaintiff, Nitin Bhansari, never became an actual owner nor owner-of-record for the subject property; as the defendants' wrongly recorded the wrong type of deed; the defendants wrongly spelled plaintiff name or otherwise, did not convey plaintiff's full interest in the subject property----before it was destroyed by demolition; and prior to the recording of any quitclaim deed purported in favor of plaintiff on February 9, 2016. There was no property to convey at this time.
42. Further, the defendants conveyance instrument did, among other things; (i) provided the wrong type of a deed; it should have been special warranty deed, as required under the contract; (ii) the quitclaim deed provided misspelled the plaintiff's name, and consequently, granted fee simple interest in the property to: Nitin Bhansali, a non-existing person.
43. A special warranty deed, under the contract, was not recorded in the plaintiff's correct or proper name, despite all the defendants being informed and provide the required identification papers, photograph ID, and others closing papers.
44. Further, and at all times from the date of closing on August 22, 2011, through date of the recorded quitclaim deed February 2016; the subject property was totally wasted, demolished and now torn down by the City of Chicago in the lawsuit entitled: City of Chicago vs. Deutche Bank, et al. 11-M1403333 (lead based paint hazards), and City of Chicago vs. Deutche Bank, et al. 15-M1-400099 (property demolition).

45. The lawsuit alleges, among other things, the subject property was under the City of Chicago Housing Code Violation Notices, Administrative Directions to Cure or otherwise Abate Lead-Based Paint and other Lead-Based Hazards and Substances, and conditions existing on the property; and have been existing on the property since May 22, 2008 to July 26, 2011 and even upon the date of closing. (A true and correct copy is attached as Exhibit P, and is incorporated by this reference)
46. The defendants, as owner-of-record failed to correct any portion of the subject property with respect to the building inspections notices, cited code violations, inspector recommendations, compliance notices, and orders.
47. The defendants were the owners of the subject property during this period; and on information and belief, had foreclosed on the property.
48. The plaintiff was not aware that the subject property was the subject of a City of Chicago building code violations affected with Lead-Based Paint and other Lead-Based Hazards or Substance materials within the premises.
49. In fact, the defendant's property disclosure reports and lead-based paint representations, warranties and representations, discloses and assured the plaintiff that the property was not affected with such materials. (A true and correct copy is attached as Exhibit Q, and is incorporated by this reference).
50. However, four months after the above disclosures and representations, the City of Chicago filed a lawsuit against defendants named herein, as owners of the subject property. The lawsuit was filed in December 2011 against the defendants named herein, as owners of the subject property.

51. However, the defendant's wrongfully caused the plaintiff to be made defendant (or party) in the lawsuit, and as owner of the subject property by representing to the circuit court of Cook County that plaintiff is the new property owner by recording a so-called "Statement of Disinterest" for the subject property the office of the Cook County Recorder of Deed.
52. The defendants did not "defend" plaintiff in the City of Chicago litigation under the owner's title insurance policy, and as required under the contract and insuring provisions.
53. The plaintiff was ultimately found liable for the conditions of the subject property and the court imposed a fine against him in the amount of greater than \$7,060.00.
54. The plaintiff was never granted exclusive possession of the property; and he was not the owner-of record and did not have legal-title in the subject property, at any time during the city's claims for building code violations. The plaintiff had no control of the subject property.
55. However, the title company failed to defend plaintiff against the city of Chicago's litigation for lead-based paint contamination under the insuring provisions of the GAP and title insurance policy.
56. Instead, the defendant Bank of America filed an appearance on behalf of the defendants and subject property, as a servicer of loan and the property. (A true and correct copy is attached as Exhibit R, and is incorporated by this reference)
57. At all times during the "Closing Protection Letter" (CPL); and "GAP" period, the defendants were obligated to provide title insurance coverage for the plaintiff and the subject property in the amount of the title insurance policy of \$19,900.00. (A true and correct copy is attached as Exhibit J, and is incorporated by this reference)

58. The plaintiff submitted an insurance claim to the defendants and said Owner's Title Insurance Policy claims was approved. (A true and correct copy is attached as Exhibit K, and is incorporated by this reference)
59. The defendant's however, failed to pay plaintiff any portion of the policy amount set forth in the title insurance policy; where the plaintiff have suffered a TOTAL FAILURE OF TITLE; and the total destruction and DEMOLITION OF THE SUBJECT PROPERTY during the GAP coverage period and under the CPL, title insurance commitment, policy, declarations and insuring provisions.
60. The subject property is now an unimproved vacant lot, owned by the City of Chicago. (A true and correct copy is attached as Exhibit S, and is incorporated by this reference)
61. The plaintiff have demanded of the defendant's to be paid a certain amount of money for his loss of the purchased property, loss of rental income and earnings, accrued property taxes accrued; and monetary fines.
62. All defendants have refused to pay or reimburse plaintiff for actual losses, expenses and future rental income earnings from the subject property.
63. Plaintiff performed all the conditions under the contract, including the delivery of cash money to purchase the subject property; signed and executed of all closing papers ; attended and made himself timely available for all city or private inspections of the subject property; and performed all other requirements under the contract; and including the settlement agent's escrow agreement and instructions to fully complete the closing.

**COUNT 1 - FIRST CAUSE OF ACTION**  
(Breach of Contract for Sale of Real Property)

64. Plaintiff alleges and incorporates by reference each and every allegation of Paragraphs 1 through 61, inclusive, of this Complaint.

65. The plaintiff and seller entered into a written agreement in which plaintiff agreed to purchase and seller agreed to sell real property located at 5340 S. Albany Ave Chicago, IL
66. Before plaintiff's execution of the agreement, seller, broker, and agent presented plaintiff with a real estate disclosure statements
67. Plaintiff relied on the representations set forth in the disclosure statements in entering into the agreement, and the statement was incorporated into the contract.
68. Plaintiff performed all conditions, covenants, and promises on plaintiff's part to be performed in accordance with the terms and conditions of the contract.
69. Plaintiff purchased the real property with cash, and defendant's did not turn over possession of the real property to plaintiff. The plaintiff never took possession of the subject property; and the defendants and it's realtor's never relinquished possession by failing to provide keys, access codes, or other lawful entry methods to the premises.
70. Plaintiff upon information and belief, states that seller breached the contract by failing to disclose material and important information regarding the condition of the real property that was within seller's knowledge as follows: the property affected and contaminated with lead and lead and lead-based paints, materials and hazardous lead bearing substances as set forth in the City of Chicago's lawsuit.
71. In the disclosure statements, seller, broker, and agent state that there was non and they was not aware of any notices for building code violations for lead-paint and lead-based paint and material substances.
72. Plaintiff relied on the defendant's, their real estate broker's, and realty agent's representations as set forth in the statement, and that reliance was reasonable.
73. Plaintiff would not have entered into the contract had plaintiff known the true condition of

the subject property.

74. As a result of seller's breach of the contract, plaintiff has been damaged in the subject property where the property was not in marketable condition because of such hazardous lead-base and lead-bearing materials on the premises.

75. Further, the defendant's allowed the subject property to go to waste and ultimate demolition by the City of Chicago.

76. WHEREFORE, plaintiff demands judgment as set forth below.

- a. Expense and reimbursement to plaintiff in the amount of \$19,900.00, the purchase price for the subject property.
- b. Expense and reimbursement to plaintiff's title and closing costs in the amount of \$700.00.
- c. Expense and reimbursement to plaintiff for apartment building demolition costs in the amount of \$35,000.00.
- d. Expense and reimbursement to plaintiff for City of Chicago imposed fines and monetary penalties, as owner of the subject property, in the known amount of \$7,060.00 and \$5,000 for an unknown amount of City of Chicago imposed fines.
- e. Expense and reimbursement to plaintiff for real estate property taxes and penalties incurred in the amount of \$20,000.00.
- f. Expense and reimbursement to plaintiff for attorney fees incurred by the plaintiff in this real estate purchase transaction in the amount of \$600.00.

## **COUNT 2 – SECOND CAUSE OF ACTION**

(Breach of Contract for Fraudulent Concealment)

77. Plaintiff alleges and incorporates by reference each and every allegation of Paragraphs 1 through 73, inclusive, of this Complaint.

78. Seller deliberately concealed the facts regarding the real condition of the property from plaintiff, and broker and agent either deliberately concealed the facts known to them or failed to make any reasonable investigation to determine the facts from which representations were made as to the condition of the real property to determine whether they were true or false, and without having any sufficient basis on which to make any representations, knowingly made false representations, concealing the true condition of the real property as set forth in this complaint.
79. Seller, broker, and agent concealed the facts when they each knew the true and correct facts regarding the real property.
80. The concealment of the true facts from plaintiff was done with the intent to induce plaintiff to enter into the contract.
81. Plaintiff's reliance on statements made by defendants, their broker, and agent was justified.
82. As a direct and proximate result of the fraud and deceit alleged, plaintiff was induced to purchase the property. Plaintiff has been damaged in the amount set forth in the demand for relief.
83. In doing the acts alleged in this complaint, defendants, their broker, and their agent acted with oppression, fraud, and malice, and plaintiff is entitled to punitive damages to make an example of and to punish these defendants for selling lead-based paint and lead-based substance, and lead-based hazardous real estate property.
84. WHEREFORE, plaintiff demands judgment against defendants for the following:
- a. Compensatory damages against defendants in the amount of \$19,900.00.
  - b. Punitive damages against each and every defendant in the amount \$60,000.00.
  - c. Expected loss of total rental income (estimated) in the amount of \$197,600.00 (or 51

months (8/2011 to 2/2016) at \$950 per month times number of units).

- d. Expense and reimbursement to plaintiff for title and escrow closing costs in the amount of \$700.
- e. Expense and reimbursement to plaintiff for apartment building demolition costs in the amount of \$35,000.00.
- f. Expense and reimbursement to plaintiff in the amount of \$7,060.00 for monetary fines and court costs imposed on plaintiff by the City of Chicago, as owner of the subject property.
- g. Expense and reimbursement to plaintiff in the amount of \$20,000.00 for property taxes incurred by the plaintiff since August 2011 through February 2016.
- h. The costs involved in bringing this lawsuit.
- i. Attorney fees in the amount of \$600.00, and
- j. Any other relief this court deems appropriate.

### **COUNT 3 – THIRD CAUSE OF ACTION**

(Breach of Contract for Violation of The Residential Real Property Disclosure Act)

85. Plaintiff alleges and incorporates by reference each and every allegation of Paragraphs 1 through 81, inclusive, of this Complaint.
86. The misrepresentation of the condition of the property in the Residential Real Property Disclosure Report, which was provided to the Plaintiffs in order to induce the Plaintiffs to purchase the property.
87. The defendants herein know or reasonable should have known that the subject property was cited for various City of Chicago Housing Code Violations for lead-based paint and materials and others.



88. Instead, the defendants hide and concealed this material fact; and otherwise provided false information and resulted in fines against plaintiff and demolition of the subject property.

89. WHEREFORE, plaintiff demands judgment against defendants for the following:

- a. compensatory damages against seller in the amount of \$19,900.00.
- b. Loss of rental income in the amount of \$197,600.00 (or 51 months (8/2011 to 2/2016) at \$950 per month times number of units) from August 2011 to February 2016.
- c. Reimbursement for plaintiff's title and escrow closing costs in the amount of \$1,300.00.
- d. Expense and reimbursement to plaintiff for apartment building demolition costs in the amount of \$35,000.00.
- e. Reimbursement in the amount of \$7,060.00 for monetary fines and court costs imposed on plaintiff by the City of Chicago, as owner of the subject property.
- f. Reimbursement in the amount of \$20,000.00 for property taxes incurred by the plaintiff in purchasing unmarketable property since August 2011 through February 2016.
- g. The costs involved in bringing this lawsuit.
- h. Attorney fees in the amount of \$600.00.

90. Any other relief this court deems appropriate.

**COUNT 4 – FOURTH CAUSE OF ACTION**  
(Legal Malpractice)

91. Plaintiff alleges and incorporates by reference each and every allegation of Paragraphs 1 through 86, inclusive, of this Complaint.

92. Plaintiff retained the legal services of attorney Shah and the law firm of Bell Law, LLC for the purchase of the subject property.

- a. However, as a proximate result of defendant's failure to provide follow-up and follow through legal services regarding lead-disclosures notices and until the subject property was properly conveyed and timely recorded special warranty deed in the name of plaintiff Nitin Bhansari. The attorney's negligent failure resulting in the plaintiff suffering damages as follow:
- b. Compensatory damages against seller in the amount of \$19,900.00.
- c. Loss of rental income in the amount of \$196,700.00 from August 2011 to February 2016.

#### **COUNT 5– FIFTH CAUSE OF ACTION**

(Failure to Provide Title Insurance Coverage and Pay Out for Full Title Failure)

93. Plaintiff alleges and incorporates by reference each and every allegation of Paragraphs 1 through 89, inclusive, of this Complaint.
94. The plaintiff was insured on a certain title insurance policy herein; and the defendant's approve plaintiff insurance claim during the GAP period and CPL period in this transaction. Yet, the defendant's failed to defend plaintiff in the City of Chicago lawsuit against the subject property.
95. The defendant failed and refused to pay the total loss suffered by plaintiff under the policy and insuring provisions.
96. The plaintiff was insured in the amount of \$19,900.00 under the title insurance policy approved by the defendants.
97. WHEREFORE, plaintiff demands judgment against defendants for the following:
  - a. compensatory damages against seller in the amount of \$19,900.00.
  - b. Loss of rental income in the amount of \$196,700 from August 20011 to February

2016.

- c. Reimbursement for plaintiff's title and escrow closing costs in the amount of \$2,500.00.
- d. Expense and reimbursement to plaintiff for apartment building demolition costs in the amount of \$35,000.00.
- e. Reimbursement in the amount of \$7,060.00 for monetary fines and court costs imposed on plaintiff by the City of Chicago of the subject property during the GAP period and policy coverage period on the insurance policy.
- f. The costs involved in bringing this lawsuit.
- g. Attorney fees in the amount of \$600.00.

98. Any other relief this court deems appropriate.

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NITIN BHANSARI, Pro Se, Plaintiff  
3114 W. 63<sup>rd</sup> Street  
Chicago, IL. 60629

Telephone: (312) 626-4000

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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

**VERIFICATION**

The undersigned, NITIN BHANSARI, of Chicago, Illinois, being sworn on oath states that I am the plaintiff above cited matter, that I have read and under the content and accept the same as true and correct.

That I have read the above Verified Complaint and have knowledge of its contents, and the matters set out therein are true in substance and in fact. Pursuant to Illinois Code of Civil Procedures.

Further, the Affiant sayeth not.

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NITIN BHANSARI, Pro Se, Plaintiff  
3114 W. 63<sup>rd</sup> Street  
Chicago, IL. 60629

## **EXHIBITS**



# EXHIBIT LIST

| <u>Exhibits</u> | <u>Description</u>                               | <u>Date</u> |
|-----------------|--|-------------|
| A               | Multi-Board Residential Real Estate Contract 5.0 |             |
| B               | Addendum to Real Estate Purchase Contract        |             |
| C               | Pic and MLS Listing for Property Info.           |             |
| D               | Earnest Money Deposit (Copy of Check, \$1,000)   |             |
| E               | Attorney Representation Letter – Defendants      |             |
| F               | Affiliate Business Arrangement                   |             |
| G               | Residential Disclosures                          |             |
| H               | Lead-Based Paint Disclosures                     |             |
| I               | Title Commitment                                 |             |
| J               | Closing Protection Letter                        |             |
| K               | HUD-1 (Signed)                                   |             |
| L               | Name Verification and Submissions                |             |
| M               | Title Commitment (Mark-Up)                       |             |
| N               | Special Warranty Deed                            |             |
| O               | Quitclaim deed (Recorded)                        |             |
| P               | Complaint for Lead Based Paint                   |             |
| Q               | Notice of Lead Violations                        |             |
| R               | Appearance by Bank of America                    |             |
| S               | Pix of Property w/ Vacant Lot tax Assessments    |             |
| T               |  |             |
| U               |  |             |
| V               |  |             |
| W               |  |             |
| X               |  |             |
| Y               |  |             |
| Z               |  |             |