

RIDER ATTACHED TO AND FORMING PART OF A CONTRACT OF SALE:

SELLER: **LESTER**
PURCHASER: **JOSHUA**
PREMISES: **50 WHITE OAK, #1E, NEW ROCHELLE, NY 10801**

This rider is annexed to and forms a part of the above described transaction and Contract of Sale.

In the event any of the terms and conditions in the preprinted portion of the Contract or previous riders conflict with the terms and conditions of this Rider, the parties agree that the terms and conditions of this Purchaser's Rider supersede and are controlling.

This Contract shall not be binding upon either Party nor shall it be considered an offer to sell the premises unless and until executed by both the Purchaser and Seller.

1. In furtherance of the representations set forth in the Contract of Sale, Seller represents that for the past 12 months:
 - (i) To the best of Seller's knowledge no complaints have been made or received with respect to hot water pressure, heat, vermin infestation including but not limited to bed bugs, noise, odors, smoke or other nuisances or objectionable conduct with respect to the subject Unit or with regard to any other owner or occupant of the same floor or the floor above or below the Unit.
 - (ii) To the best of Seller's knowledge, there is no litigation pending or threatened against Seller which affects the Unit, unless affecting the building as a whole.
 - (iii) To the best of Seller's knowledge, there have been no leaks into or emanating from the Unit.
 - (iv) To the best of Seller's knowledge, all alterations as well as electrical and plumbing repairs performed during seller's period of ownership were made in compliance with rules and regulations with appropriate permits, permissions and plans submitted.
 - (v) To the best of Seller's knowledge, there are no conditions in the Unit which the seller, managing agent is responsible for repairing or for maintaining which has not been repaired, maintained or corrected in all respects.
2. If there are any plumbing, heating or electrical problems prior to closing from or after the date hereof, which are the responsibility of the co-op/coop to repair, Seller, upon learning or receiving notice of such condition, shall immediately notify the co-op and use responsible efforts to have same repaired prior to closing. All plumbing, heating, and electrical systems to the extent they are the responsibility of Seller to maintain shall be in working order at the time of Closing.
3. Time periods of this Contract that are measured from the date of this Contract or from the date of Purchaser's receipt of a fully executed Contract are to be measured as of the date Purchasers' attorney actually receives one (1) fully executed copies of this Contract.
4. Notwithstanding anything to the contrary contained in the contract or Seller's rider, the Unit shall be in the same condition at Closing as on the date of this Contract, subject to reasonable use, wear and tear and that the appliances within the Unit and transferred hereunder shall be

in the same condition at closing as date of contract. All cracks and holes that are larger than one (1) inch will be plastered and sanded down.

5. It is agreed that the property will be delivered vacant at the time of closing.
6. All notices to be given under the contract, except of notice of Time of the Essence which must be by certified mail RRR or Lawyer's Service, may be sent by regular mail or facsimile transmission to the parties attorney or email. All notices sent via fax are valid and effective upon receipt between 9:00 am and 5:00 pm on the business day. Faxes received after 5:00 pm are deemed valid as of the next business day following receipt; Emails not acknowledged by recipient, will be followed up by a fax.
7. At or prior to Closing, Seller shall provide a digital / hard copy of the Offering Plan, or a credit in lieu thereof.
8. Attorneys for the parties may consent to amendments to this contract and grant extensions thereto on behalf of their clients so long as the amendments and/or extension is in writing.
9. Should the Premises not appraise for the purchase price, the Seller may reduce the price, or cancel the Contract of Sale and refund the deposit, or parties may renegotiate the price.
10. Purchaser will be applying for financing and this Contract is conditioned upon them attaining such financing. If the Purchaser fails to timely notify the Seller, the seller has the option to either extend the Purchaser's time to obtain the commitment or cancel the Contract. In the event the Purchaser obtains a loan commitment and the lender refuses to fund the loan through no fault of the Purchaser, then in that event, the Purchaser's down payment will be refunded in full.
11. Moreover, if the loan commitment letter is conditioned upon:
 - Satisfactory responses to Institutional Lender's co-op questionnaire;
 - Approval of the amount of insurance coverage for the co-op;
 - Receipt of an "Indemnity Agreement" with respect to any liens, violations or Judgments appearing on the lien search or any continuation thereof; or
 - Satisfactory audited Financials for the last 2 years;

Then, if the Institutional Lender will not fund the loan if such condition or conditions are not satisfied, then the Contract shall be subject to such conditions being satisfied and may be canceled by either party. Additionally, the Purchaser shall also have the right to cancel this Contract and recover the Contract Deposit if Purchaser's Institutional Lender is unwilling to close the loan because of matters affecting the Co-op or its title to the Premises, as revealed in the lien, judgment or violations search.

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TrackWithEase verified
04/19/2024 07:25 PM EDT

Purchaser:



TrackWithEase verified
04/19/2024 07:54 PM EDT

Purchaser:

Seller:

Seller:
