

**AFFIDAVITS NYCRT TAX AND NYSRPTT**

Title Co.:  
Title No.:  
Date:

State of New York        }  
                                      } ss:  
County of                 }

being duly sworn, depose(s) and say(s):

1. I am the Purchaser(s) of \_\_\_\_\_ (the "Premises") under the terms of the Offering plan (the "Offering Plan") to convert the premises known as \_\_\_\_\_ New York, New York, to condominium ownership. I am making this affidavit in connection with such purchase.

2. Pursuant to the terms of the Offering Plan and the Purchase Agreements executed pursuant thereto, the purchaser of each unit has agreed to pay the New York City Real Property Transfer Tax ("NYCRPT Tax") (in the amount of 1% of the consideration) and the New York State Documentary Stamp Tax ("NYS Stamp Tax") (in the amount of \$2.00 for every \$500.00 of total Purchase Price or part thereof). The consideration set forth on Line 1 of Schedule I and on Line 15 of Schedule 3 of the Real Property Transfer Tax Return for the subject transfer is an "Adjusted Total Purchase Price" which reflects the purchaser's payment of the NYCRPT Tax and NYS Stamp Tax. The Adjusted Total Purchase Price, the NYCRPT Tax and the NYS State Tax, which are due on the transfer of the Unit are calculated as follows:

- a) 1% x Total Purchase Price
  - b) Additional Consideration
  - c) Adjusted Total Purchase Price
  - d) 1% x Adjusted Total Purchase Price
  - e) .4% x Adjusted Total Purchase Price
  - f) Aggregate Tax Due: (d) + (e)
- NYCRPT Tax  
NYS Stamp Tax  
Total

3. That the Judgments, Federal Tax Liens, Parking Violation Judgments, Environmental Control Board Liens, Environmental Control Board Fire Liens, State and City Tax Warrants, or any other liens, if any, returned in the above captioned report of title are not against your deponent(s), but against someone of the same or similar name, and that your deponent(s) has (have) never resided at or done business at or maintained an office at any of the addresses listed therein.

4. That there has been no work performed by any agency of the City of New York to cure problems under The New York City Hazardous Substances Emergency Response Law, nor can any lien be incurred pursuant to the aforementioned statute. The undersigned agrees to indemnify \_\_\_\_\_ from any loss, cost or damage, for any lien incurred up to the date of this affidavit, whether filed or unfilled.

5. That your deponent(s) has (have) not been known by any other names, married or single, during the past ten years except:

6. That there are no Judgments, Federal Tax Liens, Parking Violation Judgments, Environmental Control Board Liens, Environmental Control Fire Liens, Transit Adjudication Liens, or any other liens against your deponent(s) in any jurisdiction.

7. That there has been no change in the membership of the partnership known as \_\_\_\_\_ since its organization, nor has there been any change in the Partnership Agreement. That the person(s) executing the closing instruments had the authority to bind the partnership.

8. That your deponent is the same person(s) who acquired title to the premises herein by deed recorded in the County \_\_\_\_\_ office or in \_\_\_\_\_ at page \_\_\_\_\_

9. That the charter of said corporation is in full force and effect and no proceeding is pending for its dissolution or annulment. That all license taxes, state franchise taxes and any City Corporate Business taxes, if applicable, due and payable by said corporation have been paid in full.

10. The undersigned agrees to pay or resolve, as expeditiously as possible, any unpaid franchise taxes, City Corporate Business, or file the appropriate tax reports which may be due at the time of closing. The undersigned also agrees to hold \_\_\_\_\_ harmless with respect to the same.

11. The undersigned agrees to indemnify \_\_\_\_\_ for any loss, cost or damage, for any unpaid vault charge(s) which have been or may be levied by The City of New York.

12. That deponent(s) herein (is) (are) not receiving medical assistance from New York State and (does) (do) not reside in a nursing facility, medical institution or a facility for the mentally retarded.

That I make this affidavit to induce \_\_\_\_\_ to insure title free and clear of the aforesaid.

\_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public