

Dear Buyer,

Buying a home in New York City is an exciting and important undertaking and we believe it should be done with great care and preparation. It is our goal at Halstead to help make the process as smooth as possible and to provide the highest level of guidance to you in finding the home of your dreams.

For more than 30 years, Halstead has set the industry standard in technology and service to provide our clients with the finest customer experience. Our goal is to offer our skills and vast knowledge to guide you in finding a home in the time frame that works for you. Halstead's foundation is the strength of our local experts – over 1,300 agents from more than 30 offices – each backed by award-winning resources, skilled in delivering success, and driven by a passion for real estate that permeates across the firm.

In this packet, you will find the most valuable steps to home buying:

- Will you be paying all cash or financing?
- Should you hire a real estate attorney when buying a home?
- Buyer's closing costs
- Agency Disclosure Form



Serjik (Serj) Markarian

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Will you be paying all cash or financing?

It is not only important to work with a real estate agent whom you like and trust, but to select a full team of skilled professionals, including a Mortgage Broker/Banker, who can help facilitate the process. Purchasing in New York City is highly specialized, so it is important to work with experts who can guide you through the intricacies.

Unless you plan to purchase real estate all cash, you should consult a mortgage broker or financial institution to assess your finances and determine what size loan you can afford. I suggest connecting with a mortgage professional as soon as possible, so you are ready to bid once we start looking at properties.

Once you sign your purchase contract, you should immediately contact your mortgage broker/banker to help move the process along quickly. The loan process may take up to 45 days to complete and hinges on your ability to provide all the required financial documents to your broker/banker.

I am happy to provide you with my top recommendations for assisting with your finances, but please feel free to shop around and choose the one who will best understand your needs.

Stephen C. Visnovske

First Republic Bank
c: (718) 500-0492
svisnovske@firstrepublic.com

Stan Aleshin

Laan Depot
c: (646) 573-1222
saleshin@loandepot.com

Richard Barenblatt

GuardHill Financial Corp.
t: 646-519-7596
rbarenblatt@guardhill.com

Harry Kalvonjian III

Wells Fargo Home Mortgage
c: (484) 225-1092
Harry.Kalvonjian@wellsfargo.com

Should you hire a real estate attorney when buying a home?

If you are buying a home in New York, you should hire an attorney to negotiate the contract of sale and to represent you at the closing. Choosing not to have your own legal representation, you run the risk of having the seller's attorney prepare the contract who may not have your best interests in mind.

A buyer's lawyer will ensure a smooth transactional process by conducting:

- due diligence
- ordering a title report (liens, violations)
- provide documents requested by your mortgage lender
- review the contract
- determine the payment you owe at closing
- represent you at the closing

I am happy to provide you with my top recommendations for assisting with your closing, but please feel free to shop around and choose the one who will best understand your needs.

Christopher Jannes, Esq.

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Estimated Purchaser Closing Costs

New York City – All Residential Property Purchases

Purchaser's Attorney:	\$2,500+	
Bank Attorney:	\$850-\$1,750	
Bank Application Fee/Underwriting:	\$750-\$1,250	
Appraisal:	\$400-\$1,500	
UCC-1 Filing Fee:	\$75-\$100 (if applicable)	
Homeowner's Policy Required by Lender:	Costs will vary depending on coverage selected by borrower/purchaser. Check with insurance agent	
New York State Mansion Tax for NYC	Price	Rate
	\$1,000,000-\$1,999,999	1.00%
	\$2,000,000-\$2,999,999	1.25%
	\$3,000,000-\$4,999,999	1.50%
	\$5,000,000-\$9,999,999	2.25%
	\$10,000,000-\$14,999,999	3.25%
	\$15,000,000 - \$19,999,999	3.50%
	\$20,000,000 - \$24,999,999	3.75%
	\$25,000,000 or more	3.90%
Credit Report Fee:	\$50-\$100+/applicant	

Cooperative Apartment Purchases – Additional Costs

Lien Search and Judgment:	\$350
Recognition Agreement Review:	\$250+
Purchase Application*:	\$500 +/-
Maintenance Adjustment:	Purchaser reimburses seller for any prepaid maintenance
Move-in Deposit (refundable)*:	\$500-\$1,000
Move-in Fee (non-refundable)*:	\$250-\$750

Condominium Apartment Purchases – Additional Costs

Purchase Application:	\$500-\$1,000
Title Insurance:	Approximately \$4 per \$1,000 of purchase price
Mortgage Title Insurance:	Approximately \$1 per \$1,000 of loan amount
Title and Municipal Search:	\$350-\$500
Title Endorsements:	\$75-\$150
E-Tax Filing (Acris):	\$100
Deed Recording Fees:	\$250-\$750
Mortgage Recording Fee:	Mortgage less than \$500,000 = 1.80% of mortgage amount (minus \$30 for 1 or 2 family dwellings) Mortgage \$500,000 and over = 1.925% of mortgage amount
Common Charge Adjustment:	Purchaser reimburses seller for any prepaid common charges
Move-in Deposit (refundable)*:	\$500-\$1,000
Move-in Fee (non-refundable)*:	\$250-\$750
Real Estate Tax Adjustment	Purchaser reimburses seller for any pre-paid real estate tax

Townhouse & House Purchases Only

Title Insurance:	Approximately \$4 per \$1,000 of purchase price
Mortgage Title Insurance:	Approximately \$1 per \$1,000 of loan amount
Title and Municipal Search:	\$350–\$500
Title Endorsements:	\$75–\$150
Deed Recording Fee:	\$250–\$750
Mortgage Recording Fee:	<p>If applicable: Mortgage less than \$500,000 = 1.80% of mortgage amount (minus \$30 for 1 or 2 family dwellings)</p> <p>Mortgage greater than \$500,000 on 1-3 family residential dwelling = 1.925% of mortgage amount (minus \$30 for 1 or 2 family dwellings)</p>
Real Estate Tax Adjustment	Purchaser reimburses seller for any pre-paid real estate taxes

Sponsor Sales (New Development & Conversion) – Additional Sample Closing Costs Typically Paid By Purchaser

Sponsor's Attorney Fees:	\$2,500+						
Sponsor's NYC Transfer Tax**:	<p>Residential (1-3 Family House, Individual Condo or Co-op Unit): \$500,000 or less = 1% of purchase price Greater than \$500,000 = 1.425% of purchase price</p> <p>All Other Transfers: \$500,000 or less = 1.425% of purchase price Greater than \$500,000 = 2.625% of purchase price</p>						
Sponsor's New York State Transfer Tax**:	<table> <tr> <th>Price</th><th>Transfer Tax</th></tr> <tr> <td>\$2,999,999 and less</td><td>0.40%</td></tr> <tr> <td>\$3,000,000 or more</td><td>0.65%</td></tr> </table>	Price	Transfer Tax	\$2,999,999 and less	0.40%	\$3,000,000 or more	0.65%
Price	Transfer Tax						
\$2,999,999 and less	0.40%						
\$3,000,000 or more	0.65%						
Resident Manager (Super)'s Unit:	If applicable, calculated based on Purchaser's percentage of common interest in the building						
Working Capital Fund Contribution:	One-time fee of approximately 1 to 2 months of common charges						

*Check with the managing agent of the co-op/condominium to determine specific fees.

**The transfer taxes are calculated and added to the purchase price (for tax purposes only) and then recalculated based on the higher price (may trigger Mansion Tax). These may be negotiable.

All costs are estimated, and will vary based on transaction details, changes in rates and taxes, and other factors. No representation is made as to the accuracy of these estimates. Parties to transaction must consult their own counsel and refer to transaction details for verification of all costs.



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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 _____ (print name of licensee) of _____
(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 (Other Firm’s Listings)

☐ 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 (Halstead’s Listings)

☐ 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 { x } Buyer(s) and/or { } Seller(s):

Date: _____

Date: _____