

RIDER TO CONTRACT

SELLER: Simon Chueh Kei Ip and Laura Jianfang Zhang
PURCHASER: Kam Chee Oriana Lau and Curtis Chan
PROPERTY ADDRESS: 11949 Union Turnpike, Apt. 9A. Forest Hills, NY 11375
DATE: September ____, 2023

If and to the extent that any of the provisions of this rider conflict or are otherwise inconsistent with any of the printed provisions of the contract or any other rider, whether or not such inconsistency is expressly noted in this rider, the provisions of this rider shall prevail.

1. Seller represents that to the best of Seller's knowledge there are currently no water leaks in or into the unit and there have been no such leaks during the twenty-four month period immediately preceding the date of this contract. In addition, to the best of seller's knowledge, Seller has not been notified during said twenty-four month period of any water elsewhere in the Premises, which were purported to emanate from the Unit. Seller has not been notified in writing of any noise complaints regarding sound emanating from the Unit and Seller has not made any written complaints regarding sound or odor emanating from any other source into the Unit. In addition, Seller represents that to the best of Seller's knowledge, the floors under any carpeting or furniture, if any, or the walls behind any furniture, if any, is not damaged. Seller represents that the unit is free of leaks at closing.
2. Neither Seller nor any person acting on behalf of Seller has made any written complaints to the Management, Managing Agent, or any other unit owners of the Condominium regarding rodents, bedbugs, vermin, mold, offensive conduct, lack of heat or hot water or water pressure, or any other disturbance or adverse condition effecting the unit.
3. Seller represents that he/she has not made any alterations to the Unit without any required consent of the Condominium or governing municipal authority, in the event the consent of the Condominium or governing municipal authority was required in connection with such alterations.
4. The appliances, mechanical, plumbing, electrical fixtures, wiring, pipes and other utilities installed in or serving the Unit which are the responsibility of Seller to maintain and repair, shall be in working order at closing. If there are any appliance, plumbing, heating or electrical problems prior to closing which are the responsibility of the Condominium to repair, Seller, upon learning or receiving notice of such condition, shall immediately notify the Condominium of same and shall use Seller's best efforts to have such problems corrected prior to closing and shall deliver all documentation, if any, regarding such repair to Purchaser at closing.

5. Seller shall cause the utilities servicing the Unit to be connected through the date of Closing so that all appliances and systems can be tested by Purchaser prior to closing. Seller shall arrange for final utility bills to be sent to Seller as of the date of closing and shall promptly pay such final utility bills. This paragraph shall survive closing.
6. Prior to closing, Seller, at Seller's expense, shall cause all open permit and all applications involving the Unit for any work, improvement and/or alterations made to the Unit to be signed off in compliance with all applicable codes, rules, regulations, ordinances, statutes or other laws.
7. Purchaser's obligations under this Contract are conditioned on the building having a valid temporary or final certificate of Occupancy.
8. Seller agrees to pay for the NYC and NYS transfer tax.
9. The Premises shall be delivered broom clean and vacant at closing.
10. If not already provided to Purchaser, Seller shall provide a hard copy of the offering plan book at or prior to closing, or provide credit to Purchaser in an amount equal to the costs of obtaining a hard copy from management.
11. Notwithstanding the Contract of Sale, if the Institutional Lender fails to fund the loan for any reason other than Purchaser's willful default, Purchaser may cancel the contract and receive a return of the Contract Deposit.
12. This contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

SELLER:





BUYER:
