

STATE OF NEW YORK
OFFICE OF GENERAL SERVICES

AGREEMENT FOR SALE OF SURPLUS REAL PROPERTY

This is a Real Estate Contract - You may wish to consult an Attorney before signing.

This AGREEMENT is made this _____ day of _____ 2021, between _____, residing or with office located at _____

_____, hereinafter referred to as "the Purchaser," and the Commissioner of General Services, acting on behalf of the People of the State of New York, hereinafter referred to as "State," with an office located at the 36th Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242, hereinafter the "Agreement."

The parties hereby agree to the following terms and conditions:

1. Pursuant to Section 33 of the Public Lands Law and Notice of Sale dated August 3, 2021, the State agrees to sell and convey, and the Purchaser agrees to purchase all that property described in the attached Schedule "A" and further identified as follows:

1471 Teller Avenue
0.042 ± acre lot
Block 2784, Lot 56
Borough of the Bronx, County of Bronx

2. The Purchaser agrees to pay the full purchase price in the amount of _____

Dollars (\$) _____) as follows:

- (A) The sum of _____ Dollars (\$ _____ 00) has been paid to the State by the Purchaser on _____, 2021 as a deposit, receipt of which is hereby acknowledged and which is to be applied toward the purchase price of the property.
- (B) Additional Deposit May Be Required: A nonrefundable amount, which with the initial deposit constitutes 10% of the successful bid, will be required and payable within ten (10) business days of notification of acceptance of bid.
- (C) The balance of _____ Dollars (\$ _____) is to be paid by the Purchaser to the State in the form specified in the Notice of Sale upon delivery by the State of the letters patent to the Purchaser at the time of closing.

3. (A) There are no other contingencies of fact or circumstance, including, but not limited to financing of the purchase price or zoning, upon which closing of title depends. Transfer of title shall take place no later than one hundred twenty (120) days after notification of contract approval, time being of the essence with respect to the Purchaser's obligation. The State may, at its discretion, extend the time for closing without the approval of the Purchaser.
- (B) In the event of default on the part of the Purchaser by failure to pay the additional deposit or balance of the purchase price when due, the State may bring an action for specific performance or may retain the deposit as liquidated damages. Subsequent to the approval of this Agreement by all necessary parties, the State may rescind the Agreement upon administrative findings of the Commissioner of General Services setting forth the reason for such rescission. If this Agreement shall be rescinded by the State, the sole and exclusive remedy of the Purchaser shall be the return of the deposit paid to the State which the Purchaser agrees shall constitute full compensation in lieu of any other legal or equitable remedy. The Purchaser hereby waives any other demand, claim, cause of action or remedy.
4. The State shall convey the property by quitclaim letters patent (deed) without warranties which shall except and reserve all gold and silver mines.
5. The risk of loss or damage by fire or otherwise between the date of execution of this Agreement by the Purchaser and the transfer of title shall be governed by Section 5-1311 of the General Obligations Law.
6. The Purchaser may not enter upon the property prior to transfer of title without prior written permission of the State.
7. This Agreement, or any rights arising thereunder, may not be assigned without permission of the State.
8. The Purchaser shall pay for any documentary stamps required to be affixed to the letters patent as well as any fees for recording, conveyance, taxes or revenue charges which may be in force at the time of delivery of the letters patent.
9. The Purchaser may order a title report and/or title insurance at the Purchaser's expense. Any objection to title must be communicated in writing to the Commissioner of General Services at least thirty (30) days prior to the closing. Failure to submit such notice of objection in a timely manner shall preclude the Purchaser from raising such objection at the time of closing.
10. It is expressly agreed that the State makes no warranties that the subject property complies with federal, State or local governmental laws or regulations applicable to the property or its present or prior use. Purchaser has fully examined and inspected the property and takes the property in its existing condition with no warranties of any kind concerning the condition of the property or its present or prior use. Purchaser is purchasing the same "as is"; and assumes all responsibility for any damage caused by the conditions on the property upon transfer of title.

11. (A) The Purchaser is required to accept the property and any improvements thereon as of the time of closing subject to:
 - (i) Any state of facts an accurate survey or personal inspection may show;
 - (ii) Building restrictions and zoning regulations in force at the time of closing;
 - (iii) Covenants, conditions, easements, restrictions and agreements of record affecting the property;
 - (iv) All violations, if any, existing at the time of closing, of any rules, regulations, or ordinances established by any federal, State or local government, or agency thereof, having jurisdiction over the property;
 - (v) Any and all encroachments.
- (B) It is the Purchaser's responsibility to ascertain what, if any, federal, State, or local statutory or regulatory requirements, restrictions or prohibitions pertain to the property.
12. The parties agree to abide by the provisions of Section 33 of the Public Lands Law with respect to payment of a broker commission, if applicable.
13. The terms and conditions of this Agreement shall constitute the entire agreement made between the parties and cannot be changed orally. Nothing contained in this Agreement is intended to create any rights in any third person not a party of this Agreement. The terms and conditions of this Agreement shall inure to the benefit of and bind the distributees, legal representatives and successors of the parties.
14. If any provision of this Agreement shall be held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
15. Where the purchase price is less than \$25,000.00, this Agreement shall be binding upon the parties when it has been executed by the Purchaser and the Commissioner of General Services and approved as to form by the Attorney General. If the purchase price is \$25,000.00 or more, this Agreement shall be binding only when approved by the State Comptroller as required by Section 112 of the State Finance Law.
16. The State is authorized to terminate this Agreement in the event it is found that the certification filed by the Purchaser in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Purchaser in accordance with the written notification terms of this Agreement.
17. All notices or other communications given pursuant to this Agreement by either party to the other shall be given in writing, delivered or mailed to the other party at the address listed above and to the party's agent or attorney at the following addresses:

Notice to the Purchaser:

Notice to the State:

Frank Pallante, Esq.
NYS Office of General Services, Legal Services
36th Floor, Corning Tower
Empire State Plaza
Albany, NY 12242

18. This Agreement shall be governed and construed according to the laws of the State of New York.
19. Appendix A, Standard Clauses for State Contracts is appended to and made a part of this Agreement as if fully set for herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

INDIVIDUAL PURCHASER(S) _____ _____ Telephone Number: _____	CORPORATE OR OTHER NON-INDIVIDUAL PURCHASER _____ NAME OF CORPORATION OR OTHER ENTITY By: _____ Its: _____
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STATE OF NEW YORK)
): ss.:

On this day of , in the year 2021 before me, the undersigned, a Notary Public in and for the State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to this instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 Notary Public, State of New York
 Qualified in the County of :
 My Commission Expires:

THE PEOPLE OF THE STATE OF NEW YORK

ROANN M. DESTITO
COMMISSIONER OF GENERAL SERVICES

STATE OF NEW YORK)
 :
COUNTY OF ALBANY) ss.:

On this _____ day of _____, in the year 2021, before me, the undersigned, a Notary Public in and for the State, personally appeared RoAnn M. Destito, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York
Qualified in the County of :
My Commission Expires:

Approved as to form this _____ day
of _____, 2021

LETITIA JAMES
Attorney General

Approved this _____ day
of _____, 2021

THOMAS P. DINAPOLI
State Comptroller

By: _____

By: _____