

DEAL FOLDER CHECKLIST

Agent Name: ISMAIL YAZICI

Date of Submission: 6/29/22

Property Address: 43-32 47th ST

Unit #: B6

RETX #: 906574



Copy of Signed Contract / Lease
(Only first and signature pages req)



Copy of **all** funds collected
(XpressPay if applicable)



Signed Agency Disclosure Form

Maggie Shata
Maggie Shata

Total Fee Collected	\$ 4500
Referral/Listing Fee	\$
Agent Name and Split	ISMAIL YAZICI 9035

----- COMPLETE BELOW ONLY WHEN INVOICING FOR PAYMENT -----

Landlord/Owner Name:	Bronstein
Gross Rent:	\$2500
Amenity Costs:	Parking: Bike Storage: Storage Unit: Cabana Space:
Total OP Amount: (Include rent and all amenity costs)	/
OP Payment Breakdown	Referral / Listing Fee: Agent 1 (name/amount): Agent 2 (name/amount):
Lease Start Date:	7/1/22
Notes:	
Contact Info OP Collection Name:	
Email:	
Phone:	

RENT STABILIZED LEASE

ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS
UNDER THE RENT STABILIZATION LAW. (LOS DERECHOS Y RESPONSABILIDADES DE
INQUILINOS Y CASEROS ESTAN DISPONIBLE EN ESPANOL.)

Owner and Renter make this apartment lease agreement as follows:

Owner's Name Skillman 47 LLC				
Owner's Address for Notices: 108-18 Queens Blvd, Queens, NY 11375				
Renter's Name: Maggie M. Shata		Driver's License # (if applicable):		Social Security #: 081-90-****
Renter's Present Address 22 Frost Valley Rd, Mount Sinai, NY 11766 - US				
Address of Premises to be Rented: 43-32 47TH ST Sunnyside, NY 11104-1773				
Apt. No.: B6	Term of This Lease: 1 year	Date of Lease: June 27, 2022	Beginning: July 1, 2022	Ending: June 30, 2023
*Monthly Legal Regulated Rent / Monthly Rent Paid: \$5,286.68 / \$2,500.00		Yearly Rent: \$30,000.00		

*If a temporary rent concession is being given, see attached rider.

1. **HEADINGS:** Paragraph headings are only for ready reference to the terms of this lease.
2. **CONDITION "AS IS":** Renter acknowledges inspecting the apartment prior to signing this lease and accepts the apartment in the condition it is in as of such inspection. Renter acknowledges that the apartment is free of defects. Owner warrants that the apartment and building are fit for habitation and there are no conditions dangerous to health, life or safety.
3. **USE AND OCCUPANCY OF APARTMENT:** The apartment is to be used and occupied for private residential purposes only, as the primary residence of Renter. The apartment may be occupied only by Renter named in this lease, Renter's immediate family, or other occupants in accordance with the applicable provisions of law. Renter agrees that the apartment will be occupied only by the following individuals, in addition to Renter:

NAME	DATE OF BIRTH	RELATIONSHIP TO RENTER

Renter is obligated to advise Owner, in writing, if any additional occupant moves into the apartment. Such notice must be furnished by Renter to Owner within 10 days of the date such additional occupant moves into the apartment. The apartment may not be occupied by more than the number of occupants permitted by §272075 of the Housing Maintenance Code. The apartment may be occupied by one roommate.

4. **RENTER'S POSSESSION OF APARTMENT:** Owner shall not be liable for failure to give Renter possession of the apartment on the beginning day of the lease term. Rent shall be payable as of the beginning of the term unless Owner is unable to give possession, in which case rent shall be payable as of the date possession is available. Owner must give possession within 30 days of the beginning day of the lease term. If not, Renter may cancel this lease and obtain a refund of money deposited. Owner will notify Renter as of the date possession is available. The ending date of the lease term will not change in the event Owner is unable to give possession as of the beginning of the lease term.
5. **RENT, ADDED RENT, RENT ADJUSTMENTS:**
 - a. Rent payments for each month are due on or before the first day of each month at the address above or at a location designated by Owner in writing. Notice from Owner to Renter that rent is due is not required. The rent must be paid in full without deductions. The first month's rent and added rent must be paid when Renter signs this lease.
 - b. Renter may be required to pay other charges and fees to Owner under the terms of this lease. They are called "added rent." This added rent will be payable as rent, together with the next monthly rent due. If Renter fails to pay the added rent on time, Owner shall have the same rights against Renter as if Renter failed to pay rent.
 - c. If this apartment is subject to the rent stabilization laws, the rent and any surcharges to be paid during the term of this lease may be adjusted, prospectively or retroactively, pursuant to an order or directive of the New York State Division of Housing and Community Renewal (DHCR). Renter agrees to be bound by such determination, and to pay any increase in rent in the manner specified by the agency. In the event the applicable rent guideline has not been fixed by the Rent

If any part of this lease is determined to be unlawful, the remaining provisions of the lease will remain valid and in full force and effect.

Skillman 47 LLC



Signed by Maggie M. Shata

Tue Jun 28 2022 02:03:49 PM EDT

Key: 7574E4E3; IP Address: 24.228.173.67

Maggie M. Shata (Tenant)

Date

(Landlord)

Date

Initials: 

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

citibank

Citibank, N.A.

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

116304516

62-20
311

FC# 00643 FA# 058
047-05 Ck. Ser.#

\$10.00 ONL PIC
116304516

DATE 06/29/22

PAY

****TWO THOUSAND FIVE HUNDRED DOLLARS****

\$2,500.00

TO
THE
ORDER
OF

****SKILLMAN 47 LLC****

Drawer: Citibank, N.A.

BY
AUTHORIZED SIGNATURE

NAME OF REMITTER
ADDRESS

MAGID I SHATA

Citibank, N.A. One Penn's Way
New Castle, DE 19720



MP

⑈ 1 6 3 0 4 5 1 6 ⑈ ⑆ 0 3 1 1 0 0 2 0 9 ⑆

38762924⑈

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

citibank

Citibank, N.A.

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

116304517

62-20
311

FC# 00643 FA# 058
047-06 Ck. Ser.#

\$10.00 ONL PIC
116304517

DATE 06/29/22

PAY

****TWO THOUSAND FIVE HUNDRED DOLLARS****

\$2,500.00

TO
THE
ORDER
OF

****SKILLMAN 47 LLC****

Drawer: Citibank, N.A.

BY
AUTHORIZED SIGNATURE

NAME OF REMITTER
ADDRESS

MAGID I SHATA

Citibank, N.A. One Penn's Way
New Castle, DE 19720



MP

⑈ 1 6 3 0 4 5 1 7 ⑈ ⑆ 0 3 1 1 0 0 2 0 9 ⑆

38762924⑈

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

citibank
Citibank, N.A.

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

116304518

62-20
311

FC# 00643 FA# 058
047-07 Ck. Ser.#

\$10.00 ONL PIC
116304518

DATE 06/29/22

PAY

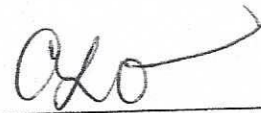
****FOUR THOUSAND FIVE HUNDRED DOLLARS****

***\$4,500.00**

TO
THE
ORDER
OF

****MNS REALTY****

Drawer: Citibank, N.A.



NAME OF REMITTER
ADDRESS

MAGID I SHATA

Citibank, N.A. One Penn's Way
New Castle, DE 19720

BY
AUTHORIZED SIGNATURE



MP

⑈ 116304518 ⑈ ⑆ 031100209 ⑆

38762924

BROKER FEE

formed 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 landlord and the tenant. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the tenant and landlord. An agent acting as a dual agent must explain carefully to both the landlord and tenant 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 landlord and tenant are giving up their right to undivided loyalty. A landlord and tenant should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

a sales agent to represent the tenant and another sales agent to represent the landlord. A sales agent works under the supervision of the real estate broker. With the informed consent in writing of the tenant and the landlord, the designated sales agent for the tenant will function as the tenant's agent representing the interests of and advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord's agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the tenant and the landlord provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate

This form was provided to me by ISMAIL YAZICI (print name of licensee) of MNS REALTY

(print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☐ Landlord as a (check relationship below)

☐ Tenant as a (check relationship below)

☒ Landlord's agent

☐ Tenant's agent

☐ Broker's agent

☐ 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

☐ 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 tenant; and _____ is appointed to represent the seller in this transaction.

(I) (We) Maggie Shatq acknowledge receipt of a copy of this disclosure

form: signature of { } Landlord(s) and/or { } Tenant(s):

M. Shatq

Date: 6/29/22

Date: _____

GUARANTOR FORM AS ATTACHMENT TO THE LEASE

I, Magid I. Shata (Guarantor) ("Guarantor") residing at 22 Frost Valley Rd. Mount Sinai, NY 11766 - US understand that you Skillman 47 LLC ("Owner") have leased a residential dwelling, apartment B6 at 43-32 47TH ST, Sunnyside, NY 11104-1773 to Maggie M. Shata ("Tenant") pursuant to a lease (the "Lease") dated July 1, 2022 subject to and conditioned on my signing this guaranty.

I, the Guarantor of the Lease, hereby agree to the following:

1. **Guarantee of performance.** In consideration of Owner's agreement to enter into the Lease, and for other good valuable consideration, the receipt and sufficiency of which Guarantor acknowledges, Guarantor hereby guarantees, unconditionally and absolutely, the full and faithful performance and observance of all of the covenants, terms and conditions of the Lease provided to be performed and observed by Tenant, expressly including, without being limited to, the payment of rent, when due, under the Lease.
2. **Lease Modification, Renewal, or Extension.** If the Lease is modified, renewed, or extended, or if the Tenant holds over beyond the term of the Lease, the obligations hereunder of Guarantor shall extend and apply to the full and faithful performance of all of the covenants, terms and conditions of any such modification, renewal, or extension of the Lease for an aggregate period not to exceed 25 years.
3. **Tenant's Sublet or Assignment.** This Guaranty shall remain and continue in full force and effect if Tenant sublets or assigns the Lease, whether or not either Guarantor or Owner receives notice of, or has consented to, such sublet or assignment.
4. **Binding on Successors and Assigns.** This Guaranty, and all of the terms hereof, shall be binding on Guarantor and the successors, assigns, and legal representative of Guarantor and shall inure to the benefit of the successors, assigns and legal representatives of Owner.
5. **Joint and Several Liability.** The liability of Guarantor is joint and several with that of Tenant and action may be brought against Guarantor and carried to final judgement either with or without making Tenant a party thereto. Guarantor further agrees that in any action or proceeding brought by Owner against Tenant, Guarantor does not have to be joined as a party thereto.
6. **No Demand Needed.** Without first making demand against, bringing any action or proceeding against, or joining Tenant as a party-defendant, Owner may proceed against Guarantor.
7. **Waiver of Rights to Default Notice.** Guarantor does not require, and expressly waive the rights to receive, any notice of Tenant's nonpayment, nonperformance, or nonobservance of the covenants, terms, and conditions of the Lease.
8. **Tenant's Bankruptcy.** Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty, nor any remedy for the enforcement thereof, shall be impaired, modified, released, or limited in any way by any impairment, modification, release, or limitation of the liability of Tenant or Tenant's estate in bankruptcy, resulting from the operation of any present or future provision of the Bankruptcy code of the United States or from the decision of any court interpreting the same.
9. **Service of Process.** Guarantor irrevocably appoints Tenant as its agent for the service of process related to this Guaranty.
10. **Venue and Interpretation of Guaranty.** Venue for any action or proceeding arising out of this Guaranty shall be in Queens County in the State of New York. The Guaranty shall be governed by any interpreted under the laws of, and enforced in the courts of, the State of New York.
11. **Waiver of Jury Trial.** Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Owner against Guarantor in respect of this Guaranty.
12. **Owner's Legal Expenses.** Guarantor will pay the Owner all of the Owner's expenses, including, but not limited to, attorney's fees that Owner incurs in enforcing this Guaranty.

Guarantor Form

MS

13. No Waiver by Owner. Owner's failure or delay in exercising any rights under the Lease or Guaranty or in sending any notices, demands, or requests, or in requiring strict performance or observance of any term or covenant of the Lease, shall in no way waive of Owner's rights created by the Guaranty.

Maggie M. Shata (Tenant)

Date

Magic I. Shata (Guarantor)

Date

SSN: 134-76-****

(Notary Public)

Date

CHRISTOPHER La CAVA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LA6324521
Qualified in Suffolk County
Commission Expires May 26, 2023

Guarantor Form

Initials: _____