

**DEAL FOLDER CHECKLIST**

Agent Name: ISMAIL YAZICI

Date of Submission: 10/25/22

Property Address: 95-05 35th Ave

Unit #: C05

RETX #: 960876



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



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



Signed Agency Disclosure Form

*Ergun 02  
Modeste Shema*

|                      |                     |
|----------------------|---------------------|
| Total Fee Collected  | \$ 2500             |
| Referral/Listing Fee | \$                  |
| Agent Name and Split | ISMAIL YAZICI 90/10 |

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

|                                                          |                                                                             |
|----------------------------------------------------------|-----------------------------------------------------------------------------|
| Landlord/Owner Name:                                     | Brorstein                                                                   |
| Gross Rent:                                              | \$ 2200                                                                     |
| Amenity Costs:                                           | Parking:<br>Bike Storage:<br>Storage Unit:<br>Cabana Space:                 |
| Total OP Amount:<br>(Include rent and all amenity costs) |                                                                             |
| OP Payment Breakdown                                     | Referral / Listing Fee:<br>Agent 1 (name/amount):<br>Agent 2 (name/amount): |
| Lease Start Date:                                        |                                                                             |
| 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:

|                                                                                      |                                      |                                            |                                       |                                          |
|--------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------------|---------------------------------------|------------------------------------------|
| <b>Owner's Name</b><br>Jackson Heights 35 LLC                                        |                                      |                                            |                                       |                                          |
| <b>Owner's Address for Notices:</b><br>108-18 Queens Blvd, Queens, NY 11375          |                                      |                                            |                                       |                                          |
| <b>Renter's Name:</b><br>Ergun Oz                                                    |                                      | <b>Driver's License # (if applicable):</b> |                                       | <b>Social Security #:</b><br>732-37-**** |
| <b>Renter's Present Address</b><br>30-84 34th Street, Astoria, NY 11103 - US         |                                      |                                            |                                       |                                          |
| <b>Renter's Name:</b><br>Modeste Shema                                               |                                      |                                            |                                       | <b>Social Security #:</b><br>668-13-**** |
| <b>Renter's Present Address</b><br>30-84 34th Street Apt 1E, ASTORIA, NY 11103 - US  |                                      |                                            |                                       |                                          |
| <b>Address of Premises to be Rented:</b><br>95-05 35th Ave Jackson Heights, NY 11372 |                                      |                                            |                                       |                                          |
| <b>Apt. No.:</b><br>C05                                                              | <b>Term of This Lease:</b><br>1 year | <b>Date of Lease:</b><br>October 25, 2022  | <b>Beginning:</b><br>November 1, 2022 | <b>Ending:</b><br>October 31, 2023       |
| <b>*Monthly Legal Regulated Rent / Monthly Rent Paid:</b><br>\$2,281.33 / \$2,200.00 |                                      | <b>Yearly Rent:</b><br>\$26,400.00         |                                       |                                          |

\*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. Renter 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

**59. ENTIRE AGREEMENT:** Owner and Renter have read this lease and agree that it contains the entire understanding of the parties regarding the rental of the subject apartment. The lease can only be changed in writing. The writing must be signed by both Owner and Renter.

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.

Jackson Heights 35 LLC



**Signed by Ergun Oz**

Tue Oct 25 2022 01:58:03 PM EDT

Key: 80D8449A; IP Address: 69.204.241.118

Ergun Oz (Tenant)

Date

(Landlord)

Date



**Signed by Modeste Shema**

Tue Oct 25 2022 02:08:30 PM EDT

Key: 06AA0AE9; IP Address: 69.204.241.118

Modeste Shema (Tenant)

Date

**M.N.S**

REAL ESTATE  
NYC

**Check Request Form**  
**(Please complete in its entirety)**

Date of Request 10/25/22

Deal Number: 960876

Requestor: ISMAIL YAZICI

Payee: \_\_\_\_\_

*(Must be made payable to recipient of money)*

Amount: Jackson Heights 35 LLC

Type of Check Required: Company  
*(company or certified. Certified cost \$15 each)*

Source of Funds wire  
*(i.e. XpressPay or Wire - attach receipt)*

Reason for Check: Rent & Deposit

Note: I hereby certify that the monies requested above are accurate, due and payable and I assume full financial responsibility for any misstatements, errors or omissions that are contained herein, whether intentional or unintentional, that result in any loss by MNS.

Signatures:

Agent/Employee Name: ISMAIL YAZICI

Agent/Employee Signature [Signature]

Branch Manager Signature:

[Print this Page](#)**Transfer status: In Process****Order Number: 410241962****Transfer Accounts****From:** Adv Plus Banking - 1088 : Avail. Bal \$11,065.32**To:** 9505 APT JACKSHON HEIGHTS (Signature Bank of New York)**Transfer Details****Send amount**

Send amount: \$6,900.00

Additional fee: \$30.00

**Transfer description**

Deal No 960876 Ismail Yazici

**Transfer dates**

Frequency: One time, immediately

Delivery speed: Same Day

Start on date: 10/25/2022

Estimated delivery date: 10/25/2022

**Note:** The receiving bank may make funds available later than this.

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.

**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

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.

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)
- ☒ Landlord's agent
- ☐ Broker's agent
- ☐ Dual agent
- ☐ Dual agent with designated sales agent
- ☐ Tenant as a (check relationship below)
- ☐ Tenant's agent
- ☐ Broker's 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) Modesta Shema & Ergun Oz acknowledge receipt of a copy of this disclosure

form: signature of { } Landlord(s) and/or { ☒ } Tenant(s):  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Modesta Shema  
Ergun Oz  
Date: 10/21/22