



DAVID A. KAMINSKY
& ASSOCIATES, P.C.
ATTORNEYS AT LAW

**PURCHASING OR
SELLING A
COOP/CONDO
IN NEW YORK CITY**



**325 BROADWAY SUITE 504
NEW YORK, NY 10007
212.571.1227**

WWW.DAVIDAKAMINSKY.COM

FIRM RESUME

David A. Kaminsky, Esq. has been in private practice since 1985. David A. Kaminsky & Associates, P.C. is a general practice. Although for the most part focused in real estate litigation and transactional matters, the knowledge and expertise of our firm is wide-ranging.

DAVID A. KAMINSKY, PRINCIPAL



B.A. New York University 1980; J.D. Brooklyn Law School 1983; Member, Moot Court Honor Society; Admitted to N.Y. State Bar 1st Dept 1984, Southern and Eastern Federal District Courts 1984, and United States Supreme Court 1994.

JAMES A. ENGLISH, ASSOCIATE



B.A. John Jay College of Criminal Justice, 1994; J.D. Brooklyn Law School 2001; Admitted to N.Y. State Bar 2nd Dept 2002 and Southern and Eastern Federal District Courts 2005.

RON KAPLAN, OF COUNSEL



B.S. SUNY Fredonia 1979; J.D. Brooklyn Law School 1984; Admitted to N.Y. State Bar 1st Dept 1985, Southern and Eastern Federal District Courts 1985; Former Assistant Corporation Counsel for the City of New York.

MARTIN G. DOBIN, OF COUNSEL



B.A. Brooklyn College, 1990; J.D. Harvard Law School 1993; Admitted to N.Y. State Bar 2nd Dept 1994 and Southern and Eastern Federal District Courts 2005.

PRACTICE AREAS

THE FIRM OFFERS ITS SERVICES TO YOU IN THE FOLLOWING CAPACITIES:

- ❖ Real estate litigation;
- ❖ Landlord and tenant, administrative law, foreclosure, bankruptcy, and other New York State and Federal litigation matters;
- ❖ Real estate transactions;
- ❖ Financing, leasing, acquisitions and sales, workouts;
- ❖ Real estate counsel;
- ❖ Advice on laws and regulations, landlord and tenant rights, and HPD, DHCR and Housing Court matters;
- ❖ General legal practice;
- ❖ Collections, contract matters, personal injury, matrimonial, business and personal bankruptcy, Ch. 7, Ch. 11 and Ch. 13 petitions;
- ❖ Business and corporate law;
- ❖ Assisting businesses, restaurants, bars and lounges with legal matters including formation of business entities, leases, licenses, and transactions;
- ❖ Landlord liability claims;
- ❖ We have an interest in accepting lead paint, black mold, inadequate security claims, and other similar landlord liability cases;
- ❖ Personal injury claims;
- ❖ We handle a select number of personal injury cases, and we are skilled and capable of handling many types of claims in this area;
- ❖ Lofts;
- ❖ Assisting landlords and tenants in connection with all loft law issues including coverage by the New York City Loft Law, landlord-tenant litigation, buy-out negotiations, legalization of interim multiple dwellings and similar issues.

HOW WE CAN HELP

David A. Kaminsky & Associates, P.C. offers you a wealth of experience in all phases of litigation, including:

1. Trial work in Federal Court, Supreme Court, Civil Court and Housing Court
2. Appellate work
3. Administrative hearings and appeals for Division of Housing and Community Renewal, Department of Housing Prevention and Development, Environmental Control Board, Criminal Court and Loft Board matters
4. Judicial reviews in Supreme Court of administrative determinations (Article 78 proceedings)

Although for the most part focused in real estate litigation and transactional matters, the knowledge and expertise of our firm is wide-ranging. We have handled transactional matters spanning the entire real estate spectrum, including residential and commercial leases, office leases, store leases, loft leases, sales, purchases, and refinances of co-op apartments, condo apartments, commercial properties, and multi-family properties.

For our clients we concentrate on two areas of concern:

1. Completing assignments promptly & professionally; and
2. Communicating with clients frequently and courteously.

ABOUT US

We maintain office hours from 8:30 A.M. to 7:00 P.M., Monday to Friday, with voice mail and e-mail message delivery systems permitting our partners and associates to recover their messages 24 hours a day. Our attorneys are readily accessible to clients in the event of emergency, while in court or outside the office. You may also e-mail us at any time, and we will respond quickly.

The firm has access to a full New York State and Federal law library which includes all local and Federal statutes and case law.

Our rates are \$350 per hour for partner time and \$250 per hour for associate time, with variable rates for Of Counsel attorney time. Paralegal time is billed at up to \$100 per hour. We bill on a monthly basis, including detailed statements of all work performed, by whom performed, when performed, and the corresponding charge.

The firm is willing to discussing alternative rate structures, including flat rate, contingency fees, and monthly retainer payments.

We will provide a monthly report to update the client on all activity upon request.

A list of client references is available upon request.

**PURCHASING OR SELLING
A COOP/CONDO
IN NEW YORK CITY**

Purchasing or Selling a Coop/Condo in New York City is a pamphlet written by David A. Kaminsky, Esq. of David A. Kaminsky & Associates P.C., in an effort to provide you with answers to commonly asked questions regarding the purchase or sale of a coop or condominium in New York City. David A. Kaminsky has written this booklet to assist you in the process of buying and/or selling your coop or condominium. Should you have any questions on information contained in this brochure or anything regarding coop or condo purchases or any real estate issue, feel free to contact us at 212-571-1227 or visit our website at www.davidakaminsky.com.

SHOULD YOU USE A REAL ESTATE BROKER?

One of the most important and first questions in the process that Purchasers/Sellers of coops and condos face is whether or not to use a real estate broker. Selling your apartment on your own without the benefit of a real estate broker can save you a commission but will also add many hours of work to the process. A good real estate broker will have excellent experience and information to help you make the best possible choices and decisions in your property sale or search. If you are careful in your choice of a real estate broker and select an able and sincere broker, I believe it will be a good decision to utilize the services of a licensed real estate professional.

SHOULD I GIVE MY BROKER AN “EXCLUSIVE”?

What is an exclusive? An exclusive is a written agreement to give your broker the exclusive right to sell the apartment for a specific period of time. If other brokers find you a Purchaser, you will nonetheless have to pay your exclusive broker a commission. The reason most brokers require an “exclusive” is because marketing a property is expensive and time consuming and they are not willing to invest the time and money if they are not in the “exclusive” position to obtain a commission. Once you have found your ideal broker, I do recommend giving your broker an “exclusive” for at least a three month period so that your broker will have sufficient motivation and opportunity to get your property known on the market and in front of enough buyers so that he can get you an accepted offer.

THE NEGOTIATION PROCESS

Your “asking price”, as arrived at by you with the assistance of your broker, is just that; an asking price. It is likely that you will receive offers of less than the asking price. It is also possible to receive offers in excess of the asking price. If you have an interested Purchaser, offers will go back and forth until you have come to a negotiated purchase price. Your deal is not a deal until a contract has been signed.

SELECTING AN ATTORNEY

In a real estate transaction in New York City, it is absolutely essential to have an attorney. It is not advisable to enter into the purchase or sale of a coop or condominium without an experienced real estate attorney. The attorney is the person who will help you with preparing the contract of sale, negotiating its terms, protecting your interest in every aspect of the real estate transaction, making sure you are protected from any potential liabilities and in effectuating a successful and smooth closing. Your attorney will help you deal with all of the other players in the transaction, including your real estate broker, mortgage broker, banks, title companies, coop managing agents, condo boards, and any other potential parties who may become involved. It is essential that you have an attorney who can communicate with you and listen to your concerns as well as be readily available to you when necessary via the telephone or email so that there is an open and effective flow of communication.

WHAT IS DUE DILIGENCE?

Prior to the Purchaser signing the contract, the Purchaser's attorney must generally do due diligence on behalf of the Purchaser so that the Purchaser is aware of what he or she is buying. Typical due diligence in a coop would include reviewing the offering plan and amendments, reviewing the prior three years financial statements, and reviewing the minutes of board meetings for at least the last three years. Additional due diligence could include having an engineer's inspection of the unit and if extreme precaution is required, an engineering inspection of the entire building. The due diligence for a condominium purchase would be similar.

THE CONTRACT

The Seller's attorney prepares the proposed contract. Once the contract has been delivered to the Purchaser's attorney, the Purchaser's attorney must review the contract, do whatever due diligence is deemed appropriate, provide the Seller's attorney with any proposed changes and/or comments regarding the contract, and communicate with Seller's attorney to come to an agreement on all language in the contract. Once all the contract language has been resolved, the Purchaser's attorney must get the Purchaser to sign the contract and provide a contract deposit, which is usually 10% of the purchase price. Then the signed contracts and purchase deposit are delivered to the Seller's attorney. The Seller's attorney has the contracts countersigned by his client, returns copies to the Purchaser's attorney, retains at least one original copy for his file, and deposits the contract deposit in his attorney escrow account.

THE MORTGAGE PROCESS

Once the contract is signed, the Purchaser may, depending on the terms of the contract, apply for a mortgage and use the proceeds of the mortgage as part of the purchase price of the property. Contracts of sale may have a mortgage contingency clause which means that in the event the Purchaser is unable to get a mortgage, his contract deposit will be refunded. If there is no mortgage contingency clause, the Purchaser may still seek a mortgage, however if Purchaser is unable to obtain a mortgage he will still have to attend the closing with all funds necessary to close the transaction. The Purchaser usually will use a mortgage broker to assist in obtaining a mortgage. Sometimes Purchaser will obtain a mortgage directly from his or her bank. A Purchaser's attorney will often assist with the mortgage application process.

BOARD APPROVAL

In a coop, prior to closing, Purchaser must obtain board approval. A board package must be prepared and submitted to the board which will often schedule an interview and meet the proposed Purchaser prior to making its decision. Usually the Purchaser's broker assists Purchaser in preparing the board package. In a condo, there is no board approval but there is a "waiver of right of first refusal" process which must take place prior to the closing. In a condominium, the condominium board has the power to reject a Purchaser but in order to do so it would have to purchase the unit itself, a drastic action which is rarely taken. This is one of the reasons that condominium ownership has become preferred over coops, in that both sales of condo units and rentals of condominium units are viewed as being an easier process under condominium ownership than under coop ownership.

THE "WALK THROUGH"

Prior to the closing, sometimes even just minutes before, the Purchaser will do a walk through of the apartment to make sure the condition of the apartment is acceptable. At the walk through, the Purchaser will test all appliances, plumbing fixtures, electrical outlets and switches, electrical fixtures, and the general condition of the apartment. If the apartment is not in the condition which was promised, often the parties will make minor adjustments at closing to allow for repairs and/or corrections.

THE CLOSING

Who will attend the closing? At the closing, the Seller, the Seller's attorney, the real estate broker, the Purchaser and the Purchaser's attorney will be present.

In a coop closing, the coop managing agent will also be present. The Purchaser's bank attorney will be present as well as any of the Seller's bank attorneys who will be getting "paid off" from the proceeds of the sale.

At a condominium closing, the Purchaser's title closer will be present as well as the Purchaser's bank attorney, if Purchaser is using bank financing to pay for a portion of the purchase price. Your attorney should provide you with a "pre-closing statement" prior to the closing so you will be aware of all financial aspects of the closing, including purchase price, brokerage commission, closing costs, real estate tax adjustments, attorneys' fees etc.

At closing, Purchaser will get copies of all documents, and keys to his new apartment and mailbox. After the closing, a final closing statement will be prepared by your attorney and provided to you.

We hope this booklet has been helpful and informative. It is intended to be an overview of a transaction, and does not answer every possible question that may arise. Of course, David A. Kamin-sky, Esq. would be happy to talk to you about your transaction. We would like an opportunity to provide you with quality legal service.

**ESTIMATED CLOSING COSTS
PURCHASE OF A COOP UNIT**

Purchaser's Attorney	\$2,000.00 and up
Lien Search	\$250.00-\$350.00
Move in Fee (refundable if there is no damage)	\$500.00
Maintenance Adjustment	up to one month
Mansion Tax	1% of purchase price if purchase price exceeds \$1,000,000
Flip Tax	1-3% of purchase price*

When you are purchasing a coop unit, if you are financing, you have no mortgage recording tax because you are not recording a mortgage on real estate but rather recording security interest on shares. However, if financing, additional Bank Fees are as follows:

Application, Credit and Appraisal:	\$400.00-\$800.00
Bank Attorney	\$550-\$850
Points	0-3% of loan
UCC Filing Fees	\$75-\$100
Short Term Interest	up to one month

* in rare cases purchaser may be responsible for flip tax

Please be aware that these are approximations and there may be additional fees not mentioned here, charged by borrower's bank and/or coop board and coop management.

ESTIMATED CLOSING COSTS SALE OF A COOP UNIT

Real Estate Broker	6% of sales price (varies)
Seller's Attorney	\$2,000.00 and up
Co-op Attorney or Managing Agent	\$500.00- \$750.00
Flip Tax (If applicable)	1%-3% of purchase price
Stock Transfer Tax	\$.05 per share
Move-Out Deposit	\$500.00- \$1,000.00
NYC Transfer Tax	1% of the purchase price if Purchase price is \$500,000 or Under;
	1.425% of purchase price if purchase price is over \$500,000
NYS Transfer Tax purchase price	\$2.00 per \$500.00 of the
Filing of Transfer Taxes	Approx. \$150.00
Payoff Bank Attorney	\$450.00 and up
UCC Filing Fees	\$75.00-\$100.00

Please be aware that these are approximations and there may be additional fees not mentioned here, charged by coop board and coop management.

**ESTIMATED CLOSING COSTS
CONDO UNIT PURCHASE**

Title Insurance	Approx. \$675 per 100,000 of purchase price
Purchaser's Attorney	\$2,000.00 and up
Recording Fees	\$250.00-\$350.00
Mansion Tax	1% of purchase price when the purchase price exceeds \$1,000,000.00

Condo Fees

Managing Agent Fee	\$400 and up
Common Charges Adjustment	Up to one month
Move-in Deposit (refundable if no damage)	\$500.00-\$1000.00

Bank Fees (if financing)

Mortgage Recording Tax	2.05% of amount of mortgage on loans under \$500,000; 2.175% of amount of mortgage on loans over \$500,000.00 Lender pays .25% of the recording tax
Mortgage Title Insurance	Approx. \$500.00 per \$100,000.00 of mortgage amount
Application, Credit and Appraisal	\$500.00-\$700.00
Bank Attorney	\$550.00-\$850.00
Points	0-3% of loan
Short Term Interest	up to one month
Bank Escrow	2-6 months of real estate taxes & insurance

Please be aware that these are approximations and there may be additional fees not mentioned here, charged by borrower's bank and/or condominium board.

ESTIMATED CLOSING COSTS SALE OF A CONDO UNIT

Real Estate Broker	6% of sales price (varies)
Seller's Attorney	\$2,000.00 and up
Managing Agent Fee	\$450.00- \$750.00
Move-Out Deposit (usually refundable if no damage)	\$500.00- \$1,000.00
NYC Transfer Tax	1% of the purchase price if the purchase price is \$500,000.00 or under; 1.425% of the purchase price if the purchase price is over \$500,000
NYS Transfer Tax purchase price	\$2.00 per \$500.00 of the purchase price
Filing of Transfer Taxes	Approx. \$150.00
Title Fees/Recording Charges	\$100.00-\$250.00

Please be aware that these are approximations and there may be additional fees not mentioned here, charged by the condominium board.

**ESTIMATED CLOSING COSTS
PURCHASE OF A NEW
CONSTRUCTION
CONDOMINIUM UNIT**

In a new construction sponsor condo deal, the sponsor often requires that the Purchaser be responsible for the following:

NYC Transfer Tax	1% of the purchase price if the purchase price is \$500,000.00 or under; 1.425% of the purchase price if the purchase price is over \$500,000
NYS Transfer Tax	.4% (\$2 per \$500) of the purchase price
Filing of Transfer Taxes	Approx. \$150.00
Working Capital Fund	Up to one month of the common charge
Super's apartment contribution:	as per Offering Plan

The terms of the contract of sale must be carefully reviewed to determine what the Purchaser is responsible for.

Please be aware that these are approximations and there may be additional fees not mentioned here, charged by borrower's bank and/or condominium board.



ADMITTED TO
N.Y. State Bar 1st Department, 1984

Southern & Eastern Federal
District Courts, 1984

United States Supreme Court, 1994

BROOKLYN LAW SCHOOL
J.D., 1983 Member Moot Court
Honor Society

NEW YORK UNIVERSITY
B.A., Political Science

DAVID A. KAMINSKY

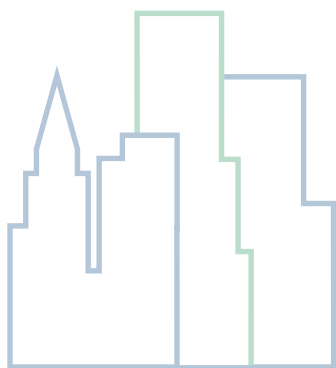
David A. Kaminsky is the name and founding partner of David A. Kaminsky & Associates, P.C. The law practice of David A. Kaminsky concentrates in real estate and real estate litigation. His practice includes real estate litigation, real estate counsel, real estate transactions, landlord liability claims, loft law litigation, construction litigation, commercial leasing, commercial and residential landlord-tenant litigation and general legal practice. David A. Kaminsky has worked on a wide range of transactions, including large multi-family properties, large commercial properties, single-family homes, cooperative and condominium apartments, construction loans and purchases in foreclosure and bankruptcy.

David A. Kaminsky has worked on commercial leases in areas such as medical practices, restaurants, bars/lounges, and retail establishments.

David A. Kaminsky's litigation experience is similarly wide ranging. David A. Kaminsky has represented major landlords throughout New York City in commercial and residential landlord-tenant litigation, construction litigation, mechanic's lien litigation, general contract litigation and agency litigation, including the State of New York Division of Housing and Community Renewal, Housing Preservation and Development and New York City Loft Board litigation. He has appeared as an expert in the "NY Times Question & Answer" column of their "Sunday Real Estate" section and online edition. David A. Kaminsky has also represented many tenants and tenant associations. David A. Kaminsky has lectured and appeared on a panel of experts in New York landlord-tenant law at the New York City Association of the Bar. David A. Kaminsky has been in private practice since 1985. He is recognized as an industry leader and a prominent real estate and landlord-tenant attorney throughout the City of New York.

NOTES

NOTES



325 BROADWAY

SUITE 504

NEW YORK, NY 10007

212.571.1227

FAX: 212.571.7004

DAVID@DAVIDAKAMINSKY.COM

WWW.DAVIDAKAMINSKY.COM