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Hearing Date: November 15, 2017  
Hearing Time: 3:00 P.M.

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

-----x  
**In re:**

**Chapter 11**

**TEMPLE SHOLOM,**

**Case No.: 17-41950-cec**

**Debtor.**  
-----x

**NOTICE OF DEBTOR'S MOTION FOR APPROVAL OF THE  
SALE OR REAL PROPERTY AND FOR RELATED RELIEF**

**PLEASE TAKE NOTICE**, that upon the annexed Motion with Exhibits, dated October 20, 2017, Temple Sholom, debtor and debtor-in-possession (the "Debtor"), by its counsel Gertler Law Group, LLC, shall move this Court, pursuant to sections 363(b), 365(a), 1123(a) and 1146(a) of title 11, United States Code (the "Bankruptcy Code"), for approval of the sale of real property owned by the Debtor in conjunction with its Plan of Reorganization and for related relief, before the Hon. Carla E. Craig, Chief Bankruptcy Judge, at the United States Bankruptcy Court for the Eastern District of New York at 271-C Cadman Plaza East, Brooklyn, New York 11201, on November 15, 2017 at 3:00 P.M., or as soon thereafter as counsel may be heard.

**PLEASE TAKE FURTHER NOTICE**, that objections, if any, to the relief sought in the Motion must be in writing, be electronically filed with the Court, and served so as

to be received upon Debtor's counsel, Gertler Law Group, LLC, 90 Merrick Avenue, Suite 400,  
East Meadow, New York 11554 on or before November 8, 2017.

Dated: East Meadow, New York  
October 20, 2017

Gertler Law Group, LLC  
Counsel to the Debtor and  
Debtor-in-Possession

By:

*/s/ Kevin R. Toole*

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**DEBTOR’S MOTION FOR APPROVAL OF THE  
SALE OR REAL PROPERTY AND FOR RELATED RELIEF**

Temple Sholom, debtor and debtor-in-possession (the “Debtor”), by its counsel Gertler Law Group, LLC moves this Court, pursuant to sections 363(b), 365(a), 1123(a) and 1146(a) of title 11, United States Code (the “Bankruptcy Code”), for approval of the sale of real property owned by the Debtor and for related relief, and in furtherance thereof states as follows:

**INTRODUCTION**

1. The Debtor commenced the instant proceeding under chapter 11 of the Bankruptcy Code (the “Case”) by the filing of a voluntary petition in the United States Bankruptcy Court for the Eastern District of New York (the “Court”) on April 21, 2017 (the “Filing Date”).
2. Since the Filing Date, the Debtor has remained in possession of its assets and in control of its affairs as a debtor-in-possession under Bankruptcy code sections 1107 and 1108.

3. The Debtor is a religious organization of the Jewish faith formed and operating under the New York State Religious Corporations Law. Temple Sholom was established 70 years ago in the eastern Queens County section of Floral Park, New York and currently operates at the St. Paul International Lutheran Church in Floral Park, New York.

4. On September 21, 2017 the Debtor filed its Amended Chapter 11 Plan of Reorganization (the “Plan”) on and the related Disclosure Statement for the Plan (the Disclosure Statement”).

5. After hearing on approval of the Disclosure Statement, the Court entered an Order on October 6, 2017, *inter alia*, approving the Disclosure Statement pursuant to Bankruptcy Code section 1125, scheduling a hearing to consider confirmation of the Plan pursuant to Bankruptcy Code section 1129 for November 15, 2017 (the “Confirmation Hearing”) and prescribing dates and procedures relating to confirmation of the Plan (the “DS Order”).

#### **THE DEBTOR’S REAL PROPERTY**

6. The Debtor owns real property located at 79-15 254<sup>th</sup> Street, Floral Park, New York 11004 (the “Real Property”). The Real Property was originally acquired by the Debtor for a new synagogue and facility for the congregation. The Real Property was acquired without the need for mortgage financing.

7. Unfortunately, Temple Sholom was not able to raise the funds necessary to support operations simultaneously while building its new Synagogue structure, and thereafter determined that a sale of the Real Property would be necessary.

8. The Debtor listed the Real Property with a real estate broker (the “Broker”) to sell the property. Under that pre-bankruptcy listing the Real Property was marketed in a customary and professional manner.

9. Prior to Filing Date, as a result of the efforts of the Broker and the marketing of the Real Property, the Debtor received an arms-length offer to purchase the Real Property from Jivan Jyoti, Inc. (the “Buyer”). Buyer is a not-for-profit domestic corporation formed under section 402 of the New York Not-For-Profit Corporation Law on February 14, 2013. The purchase price offered by the Buyer is \$835,000 (the “Purchase Price”).

10. The Debtor accepted the offer, and the Debtor and Buyer entered into a Contract of Sale, date February 6, 2017 (the “Contract”). A copy of the Contract is annexed hereto as Exhibit “A.”

11. The Contract remained in effect as of the Filing Date and was listed by the Debtor in its filed Schedule G – Executory Leases and Unexpired Leases.

**THE PROPOSED ASSUMPTION OF THE CONTRACT  
AND CLOSING ON THE SALE OF REAL PROPERTY**

12. By this motion, the Debtor seeks as part of an Order of the Court that will confirm the Plan, the following: (a) authorization to assume the Contract pursuant to Bankruptcy Code section 365(a); (b) approval of the sale of the Real Property there under to Buyer pursuant to Bankruptcy Code section 363(b); (c) deeming the sale of the Real Property to be under the Plan pursuant to Bankruptcy Code section 1123(a)(5)(D); (d) holding that the sale is subject to the exemptions provided for under Bankruptcy Code section 1146(a); and (e) authorization for the Debtor to pay a real estate broker commission.

13. The Buyer has advised the Debtor that it remains ready, willing and able to close on the sale of the Real Property under the Contract.

14. The Real Property was marketed pre-Filing Date through a real estate broker listing agreement (the “Broker Agreement”) and in a commercially reasonable and customary manner. A copy of the Broker Agreement is annexed hereto as Exhibit “B.” This process allowed for a

true testing of the value of the Real Property in the open market, and resulted in an offering price that represents the market value of the Real Property. Further, the Purchase Price is substantially higher in amount than the aggregate of claims and obligations of the Debtor, and the proceeds of the sale will allow for the full funding of all payments and distributions under the Plan. Accordingly, the Debtor submits that the proposed sale of the Real Property need not be subject to higher and better offers (bidding), and requests that as part of the Court's approval of the sale of the Real Property, it waive and dispense with any bidding process.

15. The proposed sale of the Real Property is related to the Plan as it is the basis for funding the distributions and payments required of the Debtor under the Plan. The Plan specifically provides for use of the Purchase Price to make the distributions under the Plan (*see*, Plan Sections 7.01 and 7.02). The Purchase Price will be more than sufficient to satisfy all Plan related payments as the creditor claim base is between \$400,000 and \$500,000. The balance of the Purchase Price will be utilized by the Debtor for future operations of Temple Sholom.

16. The sale of the Real Property is a "transfer" and the "delivery of an instrument of transfer" as such terms are utilized under Bankruptcy Code section 1146(a). The approval of the sale and the Debtor's ability to close are tied to and the basis for the funding under the Plan and is a sale of an asset as part of a plan of reorganization as contemplated under Bankruptcy Code section 1123. The ability of the Debtor to consummate the Plan is dependent upon the Real Property sale. According the sale of the Real Property is a transfer of real estate under the Plan, and such transfer is exempt from any state or municipal imposed "stamp" or similar tax, including any transfer tax assessed upon conveyances of real property under the laws, codes, regulations or rules of the State of New York and the City of New York.

17. The Debtor is requesting that the Court provide in an Order upon this motion and an Order confirming the Plan for an exemption under Bankruptcy Code section 1146(a) and direct all governmental entities to accept for filing and recording any and all instruments and documents effectuating the sale, conveyance and transfer of the Real Property pursuant to the Contract, without the payment of such stamp or similar tax.

18. Pursuant to the Broker Agreement, the broker, Katz Realty Group (the “Broker”) is entitled to a commission of four percent (4%). With the Purchase Price being \$835,000 under the Contract, the commission would be \$33,400 (the “Commission”). The Debtor did not seek to retain the Broker in the Case as its services had been rendered pre-Filing Date with the obtaining of the Buyer’s offer and the parties’ execution of the Contract and thus the Commission had been earned pre-petition, subject only to a closing on the sale. However, the Debtor does seek the Court’s approval for the payment of the Commission from the Purchase Price at the closing on the Contract. The Debtor believes that the Broker rendered all services provided for and contemplated under the Broker agreement, and provided a major benefit to the Debtor, its congregants and creditors by locating the Buyer and assisting in the sale of the Real Property.

19. The sale of the Real Property, and a closing under the Contract, is subject to Debtor receiving the approval of the New York State Attorney General as required under to Section 12 of the Religious Corporations Law and Sections 510 and 511 of the Not-For-Profit Corporation Law. The Debtor’s retained real estate attorneys, Dresner & Dresner, has prepared and submitted a petition to the Attorney General’s office for such approval. The Debtor’s counsel has also submitted a letter to the Office of the Attorney General, Charities Bureau in support of the petition and requesting expedited consideration and approval of the sale of the Real Property.

**NOTICING**

20. The notice to creditors and parties in interest of the Debtor of the proposed sale has been given in two manners. First, by the service of the Plan, Disclosure Statement and DS Order on all such parties pursuant to Rule 2002(b) of the Federal Rules of Bankruptcy Procedure with the proposed sale of the Real Property, the applicability of Bankruptcy Code section 1146(a) and the requirement of approval by the New York Attorney General fully discussed in the Plan and Disclosure Statement. Second, by service of this motion on creditors and parties in interest pursuant to Rule 2002(a) of the Federal Rules of Bankruptcy Procedure.

**WHEREFORE**, the Debtor requests that the Court approve the relief sought by this motion in its entirety, and for such further and related relief as is appropriate, just and equitable.

Dated: East Meadow, New York  
October 20, 2017

Gertler Law Group, LLC  
Counsel to the Debtor and  
Debtor-in-Possession

By:

*/s/ Kevin R. Toole*

---

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# EXHIBIT A

**EXHIBIT D**

**CONTRACT OF SALE**

**between**

**TEMPLE SHOLOM**

**Seller**

**and**

**JIVAN JYOTI INC.**

**Purchaser**

**Premises: 79-15 254th Street  
Floral Park, NY 11004**

**Dated: February 6, 2017**

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BETWEEN  
TEMPLE SHOLOM, AS SELLER  
AND  
JIVAN JYOTI INC., AS PURCHASER**

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**CONTRACT** (this "Contract") made this 6<sup>th</sup> day of February, 2017 by and between **Temple Sholom**, a religious corporation having an address at, 262-22 Union Turnpike Floral Park, NY 11004 ("Seller") and **Jivan Jyoti Inc.**, having an address at 256-11 Hillside Avenue, Floral Park, NY 11004 ("Purchaser").

**WITNESSETH:**

**WHEREAS**, upon the terms and conditions hereinafter set forth, Seller agrees to sell and convey fee title to that certain parcel of land described on Schedule A annexed hereto with the improvements erected thereon (which parcel of land and the improvements erected thereon are herein referred to collectively as the "Property") to Purchaser and Purchaser agrees to purchase the Property.

**NOW, THEREFORE**, intending to be legally bound hereby, the parties agree as follows:

**1. Definitions.** The terms defined in this Article shall for all purposes of this Contract have the meanings herein specified unless the context requires otherwise.

1.1 "Broker" shall have the meaning ascribed to it in Section 12.1.

1.2 "Business Day" shall mean any day other than a Saturday, Sunday or day on which the banks in New York are authorized or permitted to be closed.

1.3 "Casualty" shall have the meaning ascribed to it in Section 11.2

1.4 "Closing" shall have the meaning ascribed to it in Section 9.1.

1.5 "Closing Date" shall have the meaning ascribed to it in Section 9.1.

1.6 "Contract" shall have the meaning ascribed to it in the introductory paragraph.

1.7 "Deposit" shall have the meaning ascribed to it in Section 3.1.

1.8 "Escrowee" shall have the meaning ascribed to it in Section 3.1.

1.9 "Evaluation Material" shall have the meaning ascribed to it in Section 12.6(a).

1.10 "Non-Permitted Title Objections" shall have the meaning ascribed to it in Section 8.3.

1.11 "Permitted Exceptions" shall have the meaning ascribed to it in Section 8.2.

1.12 "Premises" shall have the meaning ascribed it in Section 2.2.

1.13 "Property" shall have the meaning ascribed to it in the "WHEREAS" paragraph in this Contract.

1.14 "Purchase Price" shall have the meaning ascribed to it in Section 3.

1.15 "Purchaser" shall have the meaning ascribed to it in the introductory paragraph.

- 1.16 "Related Parties" shall have the meaning ascribed to it in Section 12.6(b).
- 1.17 "Seller" shall have the meaning ascribed to it in the introductory paragraph.
- 1.18 "Substantial Portion" shall have the meaning ascribed to it in Section 11.1(b).
- 1.19 "Taking" shall have the meaning ascribed to it in Section 11.1(a).
- 1.20 "Title Company" shall have the meaning ascribed to it in Section 8.1.
- 1.21 "Transfer Tax" shall have the meaning ascribed to it in Section 9.2(b)
- 1.22 "Violations" shall have the meaning ascribed to it in Section 6.

## 2. Subject of Sale

2.1 Seller agrees to sell and convey to Purchaser the Premises and Purchaser agrees to purchase from Seller the Premises subject to the terms and conditions contained in this Contract.

2.2 This sale includes all right, title and interest, if any, of Seller in and to: (a) the Property; (b) any land lying in the bed of any street, road or avenue opened or proposed, directly in front of the Property, to the center line thereof, and all right, title and interest of Seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to the Property by reason of change of grade of any street; and Seller will execute and deliver to the Purchaser at the Closing, or thereafter, on demand, all proper instruments for the conveyance to such title and the assignment and collection of any such award; (c) fixtures and equipment attached to or beneath the Property and not owned by a governmental entity, if any, excluding the pews in the Sanctuary, memorial plaques and stained glass windows and property of the tenant, but no part of the Purchase Price shall be deemed to be paid for such fixtures or equipment; (d) rights of way, appurtenances, easements, sidewalks, alleys, gores or strips of land adjoining or appurtenant to the Property and used in connection therewith; and (e) all development rights and air rights appurtenant to the Property ((a) through (e) herein referred to collectively as the "Premises").

3. **Purchase Price.** The purchase price (the "Purchase Price") for the Premises is the sum of Eight Hundred Thirty Five Dollars and no cents (\$835,000.00) payable by Purchaser to Seller as follows:

3.1 On the execution of the Contract, in the amount of Thirty-six Thousand Dollars and no cents (\$36,000.00) (the "Deposit") shall be made by electronic wire transfer of immediately available federal funds to an account designated by Dresner & Dresner ("Escrowee") or by Purchaser check drawn on a New York Clearing House Member Bank to the order of Escrowee. In the event the check in payment of the Deposit is cancelled or returned uncollected, Seller, at its sole option, may cancel this Contract and/or pursue any legal remedies Seller may have against Purchaser on such check at the sole expense of Purchaser, such remedies being cumulative and not exclusive.

3.2 On the Closing Date, Seven Hundred Ninety Nine Thousand and Dollars and no cents (\$799,000.00) subject to adjustment pursuant to Section 8.4 below, to be paid by electronic wire transfer of immediately available federal funds pursuant to wiring instructions to be given by Seller or as Seller may direct to Purchaser prior to the Closing or by official bank teller's check drawn on a New York Clearing House Member Bank payable to the order of the Seller.

**4. Deposit Provisions.**

4.1 In the event Purchaser should default under this Contract, Escrowee shall pay the deposit to the Seller and the Seller shall retain the deposit as and for its liquidated damages.

4.2 In the event this Contract is terminated by reason other than the Purchaser's default, Escrowee shall pay the deposit to Purchaser.

4.3 Escrowee shall hold the Deposit, and any interest earned thereon, in a segregated bank account at Signature Bank located at 565 Fifth Avenue, New York, NY. The party entitled to receive the interest earned on the Deposit shall pay all income taxes owed, if any, in connection therewith. The employer identification numbers of Seller and Purchaser are respectively set forth on the signature page hereof.

4.4 Escrowee, by signing this Contract at the end hereof where indicated, signifies its agreement to hold the Deposit for the purposes as provided in this Contract. In the event of any dispute, Escrowee shall have the right to deposit the Deposit in court to await the resolution of such dispute. Escrowee shall not incur any liability by reason of any action or non-action taken by it in good faith or pursuant to the judgment or order of a court of competent jurisdiction. Escrowee shall have the right to rely upon the genuineness of all certificates, notices and instruments delivered to it pursuant hereto, and all the signatures thereto or to any other writing received by Escrowee purporting to be signed by any party hereto, and upon the truth of the contents thereof.

4.5 Escrowee shall not pay or deliver the Deposit to any party unless written demand is made therefor and a copy of such written demand is delivered to the other party. If Escrowee does not receive a written objection from the other party to the proposed payment or delivery within five (5) Business Days after such demand is served by personal delivery on such party, Escrowee is hereby authorized and directed to make such payment or delivery. If Escrowee does receive such written objection within such five (5) Business Day period or if for any other reason Escrowee in good faith shall elect not to make such payment or delivery, Escrowee shall forward a copy of the objections, if any, to the other party or parties, and continue to hold the Deposit unless otherwise directed by written instructions from the parties to this Contract or by a judgment of a court of competent jurisdiction. In any event, Escrowee shall have the right to refrain from taking any further action with respect to the subject matter of the escrow until it is reasonably satisfied that such dispute is resolved or action by Escrowee is required by an order or judgment of a court of competent jurisdiction.

## 5. Purchaser's Due Diligence Period

5.1 *Outside Termination Date* Purchaser shall have the absolute and unconditional right to cancel this Contract on or before \_\_\_\_\_, 2017[SIXTY (60) DAYS AFTER THE DATE of this Contract (the "Outside Termination Date") by notice to Seller to be received by Seller on or before 3:00 P.M. Eastern Standard Time on the Outside Termination Date (the period of time from the date hereof through and including the Outside Termination Date is herein referred to as "Purchaser's Due Diligence Period"). If Purchaser duly cancels this Contract in accordance with this Article 5, this Contract shall be deemed terminated and of no further force or effect, except for the provisions expressly stated to survive the Closing, and the Deposit shall be returned to Purchaser. If Purchaser does not duly cancel this Contract in accordance with this subparagraph or if Purchaser waives its right to cancel this Contract, (i) this Contract shall remain in full force and effect and Purchaser shall have no further right to cancel this Contract under this Article, and (ii) Purchaser shall be deemed to have waived any liability of Seller and any right to refuse to consummate the Closing by reason of a misrepresentation, Non-Permitted Title Objection or other condition known to Purchaser as of the Outside Termination Date. During Purchaser's Due Diligence Period, Purchaser may only perform non-intrusive inspections of the Premises. Time shall be of the essence with respect to the dates in this Article 5 for the Outside Termination Date and the giving of Purchaser's cancellation notice. The provisions of this Article shall survive the Closing or termination of this Contract.

5.2 *Studies* Therefore, commencing on the commencement of the Purchaser's Due Diligence Period and at Purchaser's expense, Purchaser shall conduct a title examination (as provided elsewhere in this Contract) and any and all other studies, inspections, analyses, investigations, tests and surveys (hereinafter collectively referred to as the "Studies") to determine to Purchaser's satisfaction of the Property's physical condition, the Property's land area and topography, the Property's environmental, engineering, architectural, zoning and subdivision status, the condition of the structures on the Premises, the condition of the soil, the existence of toxic waste contamination, the existence of asbestos containing materials in the Structures, and any other Studies which Purchaser deems appropriate to determine to Purchaser's satisfaction the overall suitability of the Property for Purchaser's use and development.

5.3 *Entry of Premises for Studies* Seller hereby grants to Purchaser, its agents, contractors and assigns, upon reasonable notice to Seller, the right to enter upon the Property at any time during the period this Contract is in effect, for the purpose of conducting any of the Studies, provided, however, that Purchaser, its agents, contractors and assigns, shall enter upon the Property and conduct the Studies at their own risk and shall indemnify and hold harmless Seller against any liability resulting there from, and, further, shall restore the Property to its natural condition existing prior to the Studies. This indemnification by Purchaser shall survive the termination of this Contract with respect to any claims for damages which arise or accrue prior to termination of this Contract resulting from the aforesaid Studies by Purchaser.

5.4 *Termination or Non Termination* In the event that the results of any of the Studies or the title examination are unsatisfactory to Purchaser for any reason whatsoever, or Purchaser determines for any reason in Purchaser's sole, exclusive and unreviewable judgment, that the Property is not suitable for Purchaser's use and development, then Purchaser may terminate this Contract by giving written notice to Seller prior to expiration of the Due Diligence Period. Upon such termination, the Deposit shall be returned to Purchaser except for an amount equal to the damages claimed by Seller pursuant to Section 5.3, and this Contract shall be null and void, and the parties shall have no further obligations and liabilities hereunder to each other except as aforesaid. If Purchaser does not terminate this Contract during the Due Diligence Period, time being of the essence, then Purchaser shall be deemed to have waived any further right to object to the status or condition of the Property or to any other matter and thereafter this



Contract shall be a firm and binding agreement for the purchase and sale of the Property in its present "AS IS" condition as of the date hereof.

*5.5 Documents Pertaining to the Property* Within five (5) days after the execution of this Contract, Seller shall deliver to Purchaser copies of any abstracts of title, existing title insurance policies, easement agreements, covenants or restrictive agreements, appropriation maps and/or deeds, and Engineering studies, reports prepared by environmental engineers or other consultants pertaining to the Property which are in Seller's possession or under Seller's control. Upon any termination of this Contract for any reason, Purchaser shall deliver to Seller copies of any and all Studies pertaining to the Property during the Due Diligence Period.

**6. "As-Is."**

Purchaser acknowledges and agrees that (a) Purchaser has independently examined, inspected, and investigated to the full satisfaction of Purchaser, the physical nature and condition of the Premises and the income, operating expenses and carrying charges affecting the Premises, (b) except as expressly set forth in this Contract, neither Seller nor any agent, officer, employee, or representative of Seller has made any representation whatsoever regarding the subject matter of this Contract or any part thereof, including (without limiting the generality of the foregoing) representations as to the physical nature or condition of the Premises, the existence or non-existence of asbestos, lead paint, hazardous substances or wastes, underground or above ground storage tanks or any other environmental hazards on or about the Property, operating expenses or carrying charges affecting the Premises, the compliance of the Premises or its operation with any laws, rules, ordinances or regulations of any applicable governmental or quasi-governmental authority or the habitability, merchantability, marketability, profitability or fitness of the Premises for any purpose and (c) except as expressly set forth in this Contract, Purchaser, in executing, delivering and performing this Contract, does not rely upon any statement, offering material, operating statement, historical budget, engineering structural report, any environmental reports, information, or representation to whomsoever made or given, whether to Purchaser or others, and whether directly or indirectly, orally or in writing, made by any person, firm or corporation except as expressly set forth herein, and Purchaser acknowledges that any such statement, information, offering material, operating statement, historical budget, report or representation, if any, does not represent or guarantee future performance of the Premises. Without limiting the foregoing, but in addition thereto, except as otherwise expressly set forth in this Contract, Seller shall deliver, and Purchaser shall take, the Premises in its "as is" condition and with all faults on the Closing Date, including without limitation, any notes or notices or violations of law or municipal ordinances, orders or requirements imposed or issued by any governmental or quasi-governmental authority having or asserting jurisdiction, against or affecting the Premises (collectively, "Violations") and any conditions which may result in Violations.

**7. Ongoing Operations.**

7.1 Intentionally omitted.

*7.2 Employees.* During the pendency of this Contract, Seller shall not hire any employees for whom Purchaser will have liability following the Closing.

*7.3 Development Rights.* During the pendency of this Contract, Seller shall not sell, lease, transfer or otherwise encumber any development rights appurtenant to the Premises.

*7.4 Free of Leases, Tenancies, Rights of Occupants.* At the Closing, Seller shall deliver the Premises free of all leases, tenancies and rights of occupants.

## 8. Title

8.1 *Title Commitment.* Purchaser shall promptly order a title report covering the Premises from any reputable title company (the "Title Company"). Upon receipt thereof, Purchaser shall promptly furnish a copy of such title report to Seller. Purchaser shall notify Seller in writing within five (5) days of becoming aware of any defects, encumbrances, encroachments or other objections to title that are not Permitted Exceptions. Delivery of a copy of the title report to Seller shall be deemed notice of any objections to title that are not Permitted Exceptions

8.2 *Status of Title.* Seller shall deliver and Purchaser shall accept title to the Premises and consummate the transaction contemplated by this Contract subject to (a) the title exceptions set forth in Schedule B to this Contract, (b) title exceptions created or suffered by Purchaser, (c) the title exceptions deemed Permitted Exceptions under Section 7.1 above and (d) such other title exceptions which Seller may, in accordance with the provisions of this Contract, cause the Title Company to omit from Purchaser's title policy or affirmatively insure, without additional premium (unless paid by Seller) (the title exceptions [whether liens, encumbrances, defects, encroachments or other objections] described in (a), (b), (c) and (d) herein sometimes referred to collectively as "Permitted Exceptions").

8.3 *Non-Permitted Title Objections.* If on the Closing it should appear that the Premises is affected by any lien, encumbrance, defect, encroachment or objection which would cost more than \$5,000.00 and which is not a Permitted Exception (collectively, "Non-Permitted Title Objections"), then in such event, Seller, at Seller's election, shall have the privilege to remove or satisfy the same, and shall, for that purpose, be entitled to one or more adjournments of the Closing for a period not to exceed thirty (30) days beyond the date scheduled for Closing. If Seller notifies Purchaser that it will not remove or discharge Non-Permitted Title Objections, Purchaser may cancel this Contract by notice given within five (5) Business Days after receipt of Seller's notice. If Purchaser fails to timely cancel this Contract as provided in the preceding sentence, Purchaser shall accept such title as Seller can convey. Anything in this Section to the contrary notwithstanding, an attempt by Seller to remove or discharge any Non-Permitted Title Objection shall not be deemed to be or create an obligation of Seller to remove or discharge the same. The foregoing provisions of this Section to the contrary notwithstanding, Seller agrees to remove or discharge any monetary lien voluntarily created by Seller and any Non-Permitted Title Objections voluntarily created by Seller after the date hereof and any money judgments or liens which are dischargeable by the payment of money at the closing.

## 9. Closing

9.1 *Closing Date and Location.* Subject to the adjournments expressly allowed elsewhere in this Contract, the closing of title (the "Closing") shall take place on a date thirty (30) days after the approval of the within sale by the Supreme Court of the State of New York. The Closing shall take place at the offices of Dresner & Dresner, attorneys for Seller, 276 Fifth Avenue, Suite 903, New York, New York 10001 at 9:30 A.M. or at the offices of the Purchaser's lending institution.

### 9.2 *Closing Expenses*

(a) Seller's Expenses. None.

(b) Purchaser's Expenses. Purchaser shall pay (i) the cost of recording the deed including, without limitation, any recording charges imposed by the applicable governmental authority by reason of the transfer of the Premises; (ii) all expenses relating to its inspection of the Premises; (iii) the cost of any title policy and title endorsements (other than endorsements which Seller elects to obtain to cure any Non-

Permitted Title Exception); (. Seller and Purchaser shall each execute (and swear to where required) the returns and statements required in connection with the Transfer Tax. Payment of the Transfer Tax may be made to the Title Company or the appropriate governmental officer. Purchaser agrees to cause such payment and returns to be timely delivered to the appropriate recording office immediately after the Closing. Purchaser hereby indemnifies and holds harmless Seller from and against any interest or penalty charges imposed by reason of the untimely delivery to the appropriate recording officer of any of the returns or payments required under this Section 9.2 (a).

(c) The provisions of this Section 9.2 shall survive the Closing.

### 9.3 Closing Deliveries

(a) At Closing Seller shall deliver to Purchaser:

- (i) the Bargain and Sale Deed With Covenants executed by Seller and acknowledged in the form annexed hereto as Exhibit 1;
- (ii) duly executed certificate of Seller in the applicable form set forth in Treasury Regulations §1.1445-2(b)(2);
- (iii) the Transfer Tax return(s) executed by Seller, as applicable; and
- (iv) any and all other documents and/or instruments to be executed and/or delivered by Seller in accordance with the terms of the Agreement.

(b) At Closing Purchaser shall deliver to Seller:

- (i) the balance of the Purchase Price as provided in Section 3 hereof;
- (ii) Transfer Tax return(s) executed by Purchaser, as applicable; and
- (iii) any and all other documents reasonably required by Seller or the Title Company

**9.4 Apportionments and Reimbursements.** Unless otherwise provided in this Contract, at the Closing the following are to be reimbursed or apportioned as of 11:59 P.M. on the day preceding the Closing Date based upon the respective party's period of ownership for the item being apportioned. Any errors in the apportionments pursuant to this Section 9.4 shall be corrected by appropriate readjustment post-Closing, provided notice of any error with supporting documentation and calculations is given to the other party no later than three (3) months after the Closing.

(a) **Water, Sewer and Vault Charges.** Water rates and water meter charges, sewer rent and vault charges on the basis of the fiscal period for which assessed. If there be a water meter, or meters, on the Property the unfixed meter charges and the unfixed sewer rent thereon for the time intervening from the date of the last reading shall be apportioned on the basis of such last reading, and shall be appropriately readjusted after the Closing on the basis of the next subsequent bills.

(b) **Real Estate Taxes –** All Real Estate Taxes plus interest and penalties, if any, owed by Seller at the date of the closing shall be assumed and paid by the Seller.

(c) **Assessments.** If the Premises or any part thereof shall be affected by an assessment or assessments which are or may become payable in installments required to be paid prior to the Closing

same shall be paid by Purchaser at or prior to closing and to avoid penalties, Purchaser shall be responsible for all other installments of any such assessment which are to become due and payable after the Closing.

(d) The provisions of this Section 9.4 shall survive the Closing.

#### 9.5 Closing Conditions.

(a) Seller's obligation to close pursuant to this Contract are conditioned upon the occurrence of the following: Seller obtaining the consent and approval, with respect to the Contract, of (i) submission to the New York State Attorney General; and (ii) the New York State Supreme Court, Queens County (after submission to the New York State Attorney General)

### 10. Default

10.1 *Purchaser's Default.* If Purchaser should default under this Contract, the parties hereto agree that the damages that Seller will sustain as a result thereof will be substantial but may be difficult to ascertain. Accordingly, the parties agree that in the event of such default, Escrowee is hereby directed to pay the Deposit to Seller, who shall retain the Deposit as and for its liquidated damages and sole remedy herein.

10.2 *Seller's Default.* If, for any reason whatsoever other than upon Seller's willful default, Seller shall be unable to convey title subject to, and in accordance with, the terms of this Contract, the sole obligation of Seller shall be to refund the Deposit and upon the making of such refund, this Contract shall be null and void and of no further force or effect except for those provisions expressly stated to survive the termination of this Contract.. Purchaser's sole remedy for Seller's willful default shall be to elect to cancel this Contract; or to commence an action for specific performance. Purchaser hereby waives all other rights and remedies that it might have, including but not limited to, the right to sue for damages.

### 11. Risk of Loss

#### 11.1 Condemnation

(a) If, at any time prior to the Closing Date, a Substantial Portion of the Property shall be taken in the exercise of the power of condemnation or eminent domain by any sovereign, municipality or other public or private authority, or shall be the subject of a duly noticed hearing held by any such authority relating to a pending taking in the exercise of the power of condemnation or eminent domain (a "Taking"), then this Contract shall be deemed cancelled and of no force and effect and neither party shall have any further obligations or liabilities against or to the other, except that Seller shall cause the return of the Deposit to Purchaser. In case of a Taking of less than a Substantial Portion of the Property, however, then this Contract shall remain in full force and effect and on the Closing either (A) Purchaser shall be entitled to any condemnation award to be granted and Seller shall assign all of its right, title and interest to such award to Purchaser, less such sums, if any, actually and reasonably expended by Seller to prosecute such claim and restore the Premises, or (B) if such award shall have been paid to Seller, the Purchase Price shall be reduced by the amount thereof, less such sums, if any, actually and reasonably expended by Seller to prosecute such claim and restore the Premises. Seller agrees to deliver promptly after receipt thereof any and all written notices of a Taking received by Seller after the date hereof.

(b) As used herein, a Taking of "Substantial Portion" of the Property shall mean a Taking of more than 10% of the Property or a Taking which materially and adversely affects access to or from the Premises on a permanent basis.

11.2 *Destruction or Damage.* In the event that the Property, or any part thereof, shall be damaged or destroyed by fire or any other casualty ("Casualty") prior to the Closing Date, Seller shall give Purchaser prompt written notice of such event and this Contract shall remain in full force and effect. On the Closing date, Seller shall transfer and/or assign to Purchaser any and all monies and claims received by and/or accrued to Seller on account of such Casualty, less such sums, if any, as shall have been actually and reasonably expended by Seller in connection with the repair or restoration of such Casualty or the prosecution of such claim. Purchaser shall have the right of cancel this Contract within 10 business days after receipt of written notice of the Casualty from the Seller.

**12. Miscellaneous.**

12.1 *Broker.* Seller and Purchaser represent to each other that neither party has dealt with any broker or real estate consultant in connection with the transaction contemplated by this Contract except for Katz Realty Group. Seller and Purchaser shall indemnify and hold the other free and harmless from and against any liabilities, damages, costs or expenses (including, but not limited to, reasonable attorneys' fees and disbursements) suffered by the indemnified party arising from a misrepresentation made by the indemnifying party pursuant to this Section. The provisions of this Section shall survive the Closing or termination of this Contract.

12.2 *Assignment of this Contract.* This Contract may not be assigned by Purchaser without the written consent of Seller which may be granted or denied in Seller's sole discretion. A direct or indirect transfer of any interest in Purchaser, shall constitute an assignment of this Agreement, which assignment or attempted assignment shall be void if made without the written consent of Seller.

12.3 *Attorneys' Fees.* If either party institutes a legal proceeding against the other party in connection with this Contract, the losing party in such proceeding shall reimburse the prevailing party all reasonable attorneys' fees paid by the prevailing party in connection with such proceeding.

12.4 *Notices.* All notices hereunder to Seller or Purchaser shall be sent by certified or registered mail, return receipt requested, or may be sent by Federal Express or other overnight courier which obtains a signature upon delivery, or may be delivered by hand delivery addressed to such party at the address of such party set forth below or at such other address as such party shall designate from time to time by notice:

**SELLER:**

Temple Sholom  
262-22 Union Turnpike  
Floral Park, NY 11004  
with a copy to:

Dresner & Dresner, Esqs.  
276 Fifth Avenue, Suite 903  
New York, New York 10001  
Attention: Byron Dresner, Esq.

**PURCHASER:**

Jivan Jyoti Inc.  
256-11 Hillside Avenue  
Floral Park, NY 11004

With a copy to:

Jonathan Kroll, Esq  
400 Garden City Plaza #435  
Garden City, New York 11530

Notices shall be deemed served three (3) days after mailing, and in the case of overnight courier or hand delivery, on the date actually delivered to the intended recipient, except for notice(s) which advise the other party of a change of address of the party sending such notice or of such party's attorney, which notice shall not be deemed served until actually received by the party to whom such notice is addressed or delivery is refused by such party. Notices on behalf of the respective parties may be given by their attorneys and such notices shall have the same effect as if in fact subscribed by the party on whose behalf it is given. Notwithstanding the foregoing provisions of this Section, notices served by hand delivery shall be deemed served on the date of delivery if delivered at or prior to 5:00 P.M., and on the next Business Day if delivered after 5:00 P.M.

12.5 *Further Assurances.* The parties each agree to do such other and further acts and things, and to execute and deliver such instruments and documents (not creating any obligations additional to those otherwise imposed by this Contract), as either may reasonably request from time to time, whether at or after the Closing, in furtherance of the purposes of this Contract.

12.6 *Confidentiality.*

(a) Purchaser agrees that all written documentation furnished to Purchaser by Seller concerning the Premises (collectively referred to as "Evaluation Material") shall be treated confidentially as hereinafter provided.

(b) All Evaluation Material shall not be used or duplicated by Purchaser in any way detrimental to Seller, or for any purpose other than evaluating a possible purchase of the Premises by Purchaser. Purchaser agrees to keep all Evaluation Material (other than information which is a matter of public record or is provided in other sources readily available to the public other than as a result of disclosure thereof by Purchaser or Related Parties) strictly confidential; provided, however, that the Evaluation Material may be disclosed to the directors, officers, employees and partners of Purchaser, and to Purchaser's lender, attorneys and accounting firm (all of whom are collectively referred to as "Related Parties") who need to know such information for the purpose of evaluating a possible purchase of the Premises. The Related Parties shall be informed in writing by Purchaser of the confidential nature of the Evaluation Material and shall be directed in writing to keep all such information in the strictest confidence and use such information only for the purpose of evaluating a possible purchase by Purchaser. Purchaser will promptly, upon request of Seller following the termination of this Contract, deliver to Seller all Evaluation Material furnished by Seller, whether furnished before or after the date hereof, without retaining copies thereof. Purchaser will direct Related Parties to whom Evaluation Material is made available not to make similar disclosures and any such disclosure shall be deemed made by and be the responsibility of Purchaser.

(c) The provisions of this Section 12.6 shall survive the Closing or termination of this Contract.

12.7 *Survival and Merger.* The acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Contract and Seller shall have no further liability with respect to any such agreement or obligation of Seller.

12.8 *Recording*. Purchaser shall not record this Contract and any such recording shall be null and void and shall constitute a default hereunder.

12.9 *Successors and Assigns*. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, if any, but nothing contained herein shall be deemed a waiver of the provisions of Section 12.2 hereof.

12.10 *Entire Agreement*. This Contract and the Schedules and Exhibits annexed hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and all understandings and agreements heretofore or simultaneously had between the parties hereto are merged in and are contained in this Contract and said Schedules and Exhibits.

12.11 *Waiver and Modifications*. The provisions of this Contract may not be waived, changed, modified or discharged orally, but only by an agreement in writing signed by the party against which any waiver, change, modification or discharge is sought.

12.12 *Captions and Titles*. The captions or section titles contained in this Contract and the Index, if any, are for convenience and reference only and shall not be deemed a part of the text of this Contract.

12.13 *Construction*. The terms "hereof," "herein," and "hereunder," and words of similar import, shall be construed to refer to this Contract as a whole, and not to any particular article or provision, unless expressly so stated. All words or terms used in this Contract, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

12.14 *Non-Business Days*. If a party is required to perform an act or give a notice on a date that is a Saturday, Sunday or national holiday, the date such performance or notice is due shall be deemed to be the next Business Day.

12.15 *Counterparts*. This Contract may be executed in two (2) or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

12.16 *No Third Party Benefits*. This Contract is made for the sole benefit of Seller and Purchaser and their respective successors and assigns (subject to Section 11.2 above) and no other person shall have any right, remedy or legal interest of any kind by reason of this Contract.

12.17 *Submission not an Offer*. The submission of this Contract to any party by Seller shall not be construed as an offer, nor shall Purchaser have any rights with respect thereto, unless and until Seller shall execute a copy of this Contract and deliver the same to Purchaser.

12.18 *Mortgage Commitment Contingency*.

(a) The obligation of Purchaser to purchase under this contract is conditioned upon issuance, on or before 90 days after a fully executed copy of this contract is given to Purchaser or Purchaser's attorney (the "Commitment Date"), of a written commitment from an Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage and construction loan, to Purchaser, at Purchaser's sole cost and expense, of \$ 1,000,000.00 at the prevailing fixed or adjustable rate of interest and on other customary commitment terms (the "Commitment"). Purchaser's obligations hereunder are conditioned only on issuance of a Commitment. Once a Commitment is issued, Purchaser is bound under this contract even if the lender fails or refuses to fund the loan for any reason.

(b) Purchaser shall (i) make prompt application to one or, at Purchaser's election, more than one Institutional Lender for such mortgage loan, (ii) furnish accurate and complete information regarding Purchaser and members of Purchaser's and Purchaser's affiliates, as required, (iii) pay all fees, points and charges required in connection with such application and loan, (iv) pursue such application with diligence, and (v) cooperate in good faith with such Institutional Lender(s) to obtain a Commitment. Purchaser shall accept a Commitment meeting the terms set forth in subparagraph 12.8(a) and shall comply with all requirements of such Commitment (or any other commitment accepted by Purchaser). Purchaser shall furnish Seller with a copy of the Commitment promptly after receipt thereof.

(c) If all Institutional Lenders to whom applications were made deny such applications in writing prior to the Commitment Date, Purchaser may cancel this contract by giving Notice thereof to Seller, with a copy of such denials, provided that Purchaser has complied with all its obligations under this paragraph 12.18.

(d) If no Commitment is issued by an Institutional Lender on or before the Commitment Date, then, unless Purchaser has accepted a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 12.18(a), Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, provided that such Notice includes the name and address of the Institutional Lender(s) to whom application was made and that Purchaser has complied with all its obligations under this paragraph 12.18.

(e) If this contract is canceled by Purchaser pursuant to subparagraphs 12.18(c) or (d), neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser.

(f) If Purchaser fails to give timely Notice of cancellation or if Purchaser accepts a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 12.18(a), then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Downpayment by reason of the contingency contained in this paragraph 12.18.

(g) If Seller has not received a copy of a commitment from an Institutional Lender accepted by Purchaser by the Commitment Date, Seller may cancel this contract by giving Notice to Purchaser within 5 business days after the Commitment Date, which cancellation shall



become effective unless Purchaser delivers a copy of such commitment to Seller within 10 business days after the Commitment Date. After such cancellation neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser (provided Purchaser has complied with all its obligations under this paragraph 12.18.

(h) For purposes of this contract, the term "Institutional Lender" shall mean any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this state, the United States or any other state, foreign banking corporation licensed by the Superintendent of Banks of New York or regulated by the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans.

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

I.D. No.: \_\_\_\_\_

TEMPLE SHOLOM, Seller  
By: Barbara Rosenfeld  
Name: President

I.D. No.: \_\_\_\_\_

JIVAN JYOTI INC., Purchaser  
By: Shyam  
Name \_\_\_\_\_

Dresner & Dresner, Escrowee

By: [Signature]  
[Signature]

**SCHEDULE A**

**ATTACHED TO AND FORMING PART OF THE CONTRACT BETWEEN  
TEMPLE SHOLOM, AS SELLER**

**AND**

**JIVAN JYOTI INC., AS PURCHASER**

**DESCRIPTION OF PROPERTY**

That certain plot, piece or parcel of land also commonly known as Block 8691 Lot 1

**SCHEDULE B**

**ATTACHED TO AND FORMING PART OF THE CONTRACT BETWEEN  
TEMPLE SHOLOM , AS SELLER  
AND**

**JIVAN JYOTI INC. , AS PURCHASER**

**PERMITTED EXCEPTIONS**

1. Any laws, regulations or ordinances presently in effect or which will be in effect on the Closing (including, but not limited to, zoning, building and environmental protection) as to the use, occupancy, subdivision or improvement of the Premises adopted or imposed by any governmental body or the effect of any noncompliance with or any violation thereof.
2. Rights of utility companies to lay, maintain, install, operate and repair pipes, lines, poles, wires, cables, conduits, cable boxes, distribution boxes and related equipment on, over and under the Premises.
3. Possible projections and/or encroachments of retaining walls, stoops, areas, cellar steps, sills, trim, cornices, standpipes, fire escapes, coal chutes, casings, ledges, water tables, lintels, porticos, keystones, bay windows, hedges, copings, cellar doors, sidewalk elevator, fences, fire escapes and the like, or similar projections or objects on, under or above any adjoining streets or the Premises, or within any set-back areas, and variations between the lines of record title and fences, retaining walls, hedges, and the like.
4. Violations of laws, regulations, ordinances, orders or requirements, if any, noted in or issued by any governmental or quasi-governmental department or authority having or asserting jurisdiction over the Premises issued as of the Closing, and any conditions constituting such violations, although not so noted or issued.
5. Vault taxes and water and sewer charges not yet due and payable.
6. State of facts which an inspection of the Premises or an accurate survey of the Premises would reveal.
7. Covenants, restrictions, agreements, dedication and easements, if any, contained in instruments of record, provided same do not prohibit the existing use of the building on the Premises.

EXHIBIT 1

ATTACHED TO AND FORMING PART OF THE CONTRACT BETWEEN  
TEMPLE SHOLOM, AS SELLER  
AND  
JIVAN JYOTI INC., AS PURCHASER  
FORM OF BARGAIN AND SALE DEED

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S  
ACTS (INDIVIDUAL OR CORPORATION)

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS  
FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the \_\_\_\_\_ day of \_\_\_\_\_, two thousand seventeen,  
between TEMPLE SHOLOM, having an address 262-22 Union Turnpike, Floral Park, NY  
11004  
party of the first part, JIVAN JYOTI INC., having an address at 256-11 Hillside Avenue, Floral  
Park, NY 11004, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and  
00/100 (\$10.00) and other valuable consideration paid by the party of the second part, does  
hereby grant and release unto the party of the second part, the heirs, or successors and assigns of  
the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements  
thereon erected, situate, lying and being in the Borough of Queens, and State of New York, as  
described in Schedule A annexed hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to  
any streets and roads abutting the above described premises to the center lines thereof,  
TOGETHER with the appurtenances and all the estate and rights of the party of the first part in  
and to said premises, TO HAVE AND TO HOLD the premises herein granted unto the party of  
the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or  
suffered anything whereby the said premises have been encumbered in any way whatsoever,  
except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants  
that the party of the first part will receive the consideration for this conveyance and will hold the  
right to receive such consideration as a trust fund to be applied first for the purpose of paying the  
cost of the improvement and will apply the same first to the payment of the cost of the  
improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this  
indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

TEMPLE SHOLOM

By: \_\_\_\_\_

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2017 before me, the undersigned, a Notary Public in and for said state, personally appeared

\_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within 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 person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Section:  
Block: 8691  
Lot: 1  
County: Queens  
Address: 79-15 254 Street  
Floral Park, NY 11004

**Bargain and Sale Deed**  
Without Covenant Against Grantors Acts

Title No.: \_\_\_\_\_

RETURN BY MAIL TO:

TEMPLE SHOLOM

TO

JIVAN JYOTI INC.

**SCHEDULE A**

**LEGAL DESCRIPTION**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

That certain plot, piece or parcel of land also commonly known as Section , Block 8691 Lot 1

This conveyance is made pursuant to court order from New York State Supreme Court, Queens County, New York dated \_\_\_\_\_, 2017 (Index No.\_\_\_\_ )

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF QUEENS )

On this day of in the year 2017 before me, the undersigned,  
 personally appeared to me or proved to me on the basis of  
satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within  
instrument and acknowledged to me that he/she executed the same in his/her capacity, and  
that by his/her signature(s) on the instrument, the individuals(s), or the person upon behalf of  
which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF QUEENS )

On this day of in the year 2017 before me, the undersigned,  
 personally appeared to me or proved to me on the basis  
of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within  
instrument and acknowledged to me that he/she executed the same in his/her capacity, and that  
by his/her signature(s) on the instrument, the individuals(s), or the person upon behalf of which  
the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

# EXHIBIT B



KATZ REALTY GROUP  
LICENSED NYS R.E. BROKER  
260-12 HILLSIDE AVENUE, FLORAL PARK, NY 11001  
718-347-6470 / C: 516-510-7811



**EXCLUSIVE LISTING**

In consideration of the use of the services and facilities of our office, the undersigned owner grants you the sole and exclusive right to sell the property known as:

ADDRESS: 79-15 254<sup>TH</sup> STREET, FLORAL PARK, NY 11004

SELLING PRICE: \$835,000

LIST TERM: 2/6/17 - EXPIRATION DATE: 5/6/17 (NINETY DAYS)

The undersigned owner, TEMPLE SHOLOM, hereby agrees to pay a commission of 4% of the sales price in the event that the property or any portion thereof is sold or exchanged by you, by us, or by any other licensed agent associated with our brokerage during the term of this contract.

The commission is due and payable only as, if and when title passes, except for willful default of the seller. It is understood that the undersigned owner is not to employ any other broker for the purpose stated above during the term of this contract or to personally sell or rent all or any part thereof. This agreement may not be changed orally. I / We, the undersigned owner(s) of the above listed property hereby acknowledge receipt of a copy of this contract.

AGREED & ACCEPTED

*Bartua Rosenthal*  
\_\_\_\_\_  
TEMPLE SHOLOM / DATE  
President 2/6/17

AGREED & ACCEPTED

*Michael Katz*  
\_\_\_\_\_  
MICHAEL KATZ - BROKER / OWNER  
KATZ REALTY GROUP  
DATE: 1/9/17