

Coops & Condos, from Contract to Closing

Everything you need to know about buying or selling a NYC apartment



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Buying or selling a home in NYC is a big event in your life, and a bit of an adventure, too. Since most NYC homes are either condominium units or cooperative apartments, the transactions are unlike those for a house, with complexities that are unknown to buyers and sellers in other places.

At Ron L. Meyers & Associates, we help clients through the maze of these transactions every day. We offer you this guide to help you understand what the process consists of, to help you know what to expect, and to help you orient yourself in the long sequence of events that lead up to your closing.

There are significant differences between condo and coop transactions, but the overall trajectory is similar, so this guide addresses both processes. And if you're buying a house, this will be a good overview as well.

Having experienced professionals at your side will give you peace of mind and good results. Keeping this booklet by your side should help you to feel well informed and in control. Please feel free to reach out to us — we'd be delighted to work with you.

—*Ron Meyers*

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Issues to Consider at the Outset

There are a number of factors that can significantly affect the transaction, even before a contract is initiated.

Financing. If you have all the money in the bank that you need to purchase the property, you will be a very attractive purchaser. A deal where the purchaser does not seek any financing is known as a “**cash deal**”. This can also mean a deal in which the purchaser will seek financing but is confident enough that she will be approved for a loan that she does not need to make the deal contingent on the financing. Many deals, however, are **contingent on financing**. This means that the contract gives the purchaser a period of time in which to make a loan application, and if the purchaser is not approved for the loan, the whole deal will terminate and the purchaser’s deposit will be refunded. You need to know before you purchase whether you will require financing, and whether you will require a financing contingency.

Coordinating Sale and Purchase. If you’re selling a home, then you need a place to move into. But most people need to close on the sale in order to have funds to purchase. This is a difficult situation to be in, and you may need to arrange interim housing between your sale and your purchase. It is sometimes possible to coordinate the sale and the purchase, but it’s almost always quite difficult to do, and will depend on each party’s flexibility as to timing. It is occasionally possible to do the two closings on the same day, or on sequential days, but you should not expect it.

It is possible to be in contract for your sale and your purchase at the same time. But you must do this with care, and if you need the funds from the sale in order to make the purchase, then you should definitely go into contract for your sale before you sign a contract for your purchase. This likely means listing your property for sale and entering a contract, and then searching for your new home only afterward. It’s a very complicated dance, especially since properties that you see listed one week may be gone by the following week. The whole process will take a lot of time and attention.

If you need to sell in order to purchase, you may wish to enter a purchase contract that is contingent on your sale. This is almost never possible. There are risks involved in every transaction, and the people selling to you will not want to deal with the risks of your sale to your purchasers, in addition to the risks of their own sale to you. Financing contingencies are very common; contingencies for the sale of your home are very rare. The only exception to this is if

you are already in contract to sell, with all bank and other approvals received, and are just waiting to close – in such a case, a seller will occasionally allow the contingency.

One possibility that is somewhat more manageable (though still somewhat complex) is to arrange for a **post-closing occupancy**. Under this arrangement, the seller stays on after the closing for a specified period of time, becoming a tenant of the purchaser / new owner. This is a reasonable way to manage the transition from one home to the next, without requiring interim housing. But again, it depends on the other party's flexibility – not every purchaser will be agreeable to such an arrangement.

Power of Attorney. If you travel a lot, or don't live in New York, or have any reason to believe that you might not be able to attend the closing, you can sign a power of attorney, which will allow your spouse or a member of our firm to sign on your behalf at the closing. This is a very common procedure, and it can create a lot of useful flexibility in the logistics of the closing.

International Ownership. If you are a non-US citizen or non-US taxpayer and are purchasing property in the US, it's important that you know about special tax rules that apply to you, which are known as FIRPTA (the Foreign Investment in Real Property Tax Act). You should consult with a US tax accountant before you purchase; we can connect you with an appropriate advisor if you need one.

Interstate Ownership. If you are selling a property that you have owned while not making New York your primary residence, you may be obligated to pay an estimated capital-gain tax to New York State at closing. This amount will be reconciled in your income tax filing for that calendar year (i.e., in your tax return of April 15 in the following year). The idea is to ensure that the state will receive the tax from a party who would otherwise not file a New York State tax return. So, if you are a New York resident and are selling your New York property to go live somewhere else, or if you live in Albany and are selling your NYC pied-à-terre, then this prepayment is not required.

Closing Costs. In the course of the transaction, you will incur various costs, which may include legal fees and broker commissions, to coop / condo management fees, loan processing costs, title insurance premiums, and city and state taxes, among others. The costs are different for the purchaser and the seller, and are specific to the individual transaction. You should keep track of the costs, to ensure that you have a realistic expectation of what funds are required to close your purchase, or what proceeds you will receive from your sale. Ask each person you work with – broker, attorney, loan officer – what costs they anticipate. Our office will provide you with our best estimate of the costs at the outset of the deal. A lender will also provide a federally-mandated statement of closing costs, based on their estimates. These estimates may differ, and the numbers may change over the course of the transaction. The final numbers are calculated in the final days immediately before the closing.

Coop Sponsor Sales. If you are purchasing a coop unit from the original owner or developer of the building, then you are in luck, as your transaction will be exempt from the coop application and interview requirements. Note, however, that this exemption applies only to your purchase; all coop policies and procedures will apply when you eventually sell the property. Also, there is one down-side to a sponsor sale, in that the purchaser is usually required to pay the city and state transfer taxes that are normally paid by the seller.

Affordable Housing. Units in HDFC or other subsidized buildings may have rules and procedures that differ in substantial ways from the material presented here. In such cases, we still advise that you review this guide, and we will discuss the particulars of your transaction with you.

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Starting the Deal—Getting into Contract

A transaction begins when the seller accepts the purchaser's offer. At this point, the broker will write up a term sheet and circulate it to all the parties.

The seller's attorney always initiates the contract. Most attorneys will use a standard-form contract and then attach a rider of additional terms that they have developed in order to best protect their client's interests.

The negotiation of the contract may take anywhere from three days to three weeks, depending on a range of circumstances – substantive issues that require inquiry with the building management, or simply logistical issues of communication among the parties. There is always pressure to negotiate and sign the contract with great speed, especially from the brokers. But as a party to the deal, you should not feel pressured to enter a contract hastily. It is much more important for it be done well than for it to be done fast.

The negotiation consists mostly of emails and calls between the attorneys. The attorneys do not necessarily check all points with the client before exchanging comments with each other. This is normal, and it helps to keep the process moving. Each attorney generally does copy the client on all the emails and formally reserve the client's rights to review and comment on the provisions that are being negotiated.

As the client, you may wish to review the contract documents in great detail, or not. Most of it is very technical, so if you wish to leave it to your lawyer, that's fine – that's what we're here for. But you should **check very carefully for certain things**:

- Are the parties to the deal properly identified? If a husband and wife are buying a property, it's not sufficient to put it in one name or the other, unless that's the specific intention. If you intend to purchase the property through a corporation, that must be stated, even (or especially) if you haven't yet formed the corporation. If there are multiple purchasers, who are not married to each other, then there are different legal forms of ownership that may be specified. This is especially important if the intention is for the owners to have different percentage interests in the property.
- Check all the other factual information – your contact information, the identification of the property, etc.
- If particular fixtures or other items are to be included or excluded from the transaction, it is very important that they be correctly identified in the contract. You know these details better than the lawyers or the brokers, so you should make it your business to ensure that the contract states them correctly. If you are purchasing, you might want the custom-built wall unit or the elaborate window drapery to stay. If you are selling, you may want to take the chandelier, or the wall-mounted TV and speakers, with you. Do not take these things for granted. Work with your broker to determine what items must be identified in this manner.
- Each party makes formal statements of fact – “**representations**” – in the contract that the other party will rely on. For example, the seller might be asked to represent that she is the only owner of the property, and the purchaser might be asked to represent that she has not been declared bankrupt in the past seven years. It is extremely important that you check your representations, to ensure that they are entirely true. If there is any respect in which they are not accurate, you must inform your attorney before the contract is signed, because once the contract is signed, you will be legally responsible for the statements and may be liable for misrepresentation if any of them are inaccurate and cause a problem.
- If you need a financing contingency, check the contract carefully to make sure this is stated. This is a fundamental term of the contract and cannot be changed later.

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Due Diligence

Simultaneously with the contract negotiation, the purchaser's attorney conducts a review of information about the building that is known informally as "**due diligence**". The review usually consists of an examination of the minutes of the board meetings and a review of the coop's recent financial statements. Sometimes, a questionnaire is delivered to the building management or other records are reviewed, such as those of the NYC Department of Buildings. The purchaser's attorney will advise of any concerns about the building that may give the purchaser second thoughts about the deal.

Occasionally, the contract is fully negotiated before the diligence is complete. The contract is signed only after this due diligence is completed.

Further due diligence is conducted after the contract is signed. For a house or condominium, this will be a **title search**, and for a coop it will be a **lien search**. In each case, the investigation is done to see whether any other parties have any legal claim to the property. The most common instance of this is that a mortgage lender will have a lien on the property. The seller is required to deliver clear title to the purchaser. The contract has detailed provisions for the handling of any significant issues that may appear in the title or lien search, which may include the termination of the transaction, but this is extremely rare.

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The Condition of the Property

The classical concept that has always applied to real estate transactions is that the property is transferred in its “as is” condition. That means that whatever imperfections it may have are part of the deal that the purchaser is accepting. On the other hand, it also means that the seller is responsible to maintain the property’s as-is condition and not allow it to deteriorate after the contract is signed.

As such, both parties must review the property’s condition carefully at the time of signing the contract, to ascertain what works and what doesn’t, what is in good repair and what isn’t.

We strongly advise you – as purchaser or as seller – to go through the property very carefully and take note of its condition. Check every light switch and electrical outlet. Turn on every appliance and each AC unit. See whether all the windows open, close and lock. Check all the cabinet doors and hinges. Flush the toilets. Check the ceilings for water damage. And so on.

The most common problem that arises in real estate transactions is the dispute over who is responsible to correct some unsatisfactory condition that is only first discovered in the final walk-through on the morning of the closing. Such disputes are absolutely horrible for all parties (and their lawyers!), so it is very much in your interest – whether you are the purchaser or the seller – to do all you can to prevent it.

As you inspect the property, take specific note of any area that is not visible – the walls behind the sofa or the bookshelf, the floor under the rug or the potted plant. Unseen elements can present surprises when the apartment is emptied out, and it is in everyone’s best interest to identify them early in the process.

The as-is concept has been overtaken in recent years by a trend in which purchasers expect all functioning elements of a property – faucets, windows, lights, etc. – to be in working order. This seems reasonable, but it’s actually a tall order, and it goes far beyond the terms of the standard form contract that was developed by the New York State Bar Association, which only requires major appliances to be in working order. It is the prevailing trend, however, so a seller should be prepared to fulfill this expectation. As such, when you are selling your property, do this detailed inspection and report to your attorney any condition that is not in working order, so that it can be excluded from the contract, or rectified before closing.

We strongly advise you to do all of this before signing the contract.

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The Closing Date

Most contracts state a closing date as “**on or about**” a particular date. Under New York law, this means that the closing can occur at any time within the 30-day period beginning on the stated date. As such, there is considerable – but not infinite – flexibility in the closing date. You should not assume that the closing will occur on the exact date stated in the contract.

Each party may have limitations that constrain this flexibility, e.g., the expiration of the purchaser’s mortgage rate. The parties typically work in good faith to arrange a closing date that will accommodate all parties’ needs.

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Signing the Contract

The purchaser is always obligated to deliver a deposit on the transaction, usually equal to 10% of the purchase price. If you are the purchaser, you should get these funds ready during the contract negotiation – i.e., liquidate any holdings as needed – so that you can deliver the check immediately when the contract is ready to be signed. The deposit will be held in escrow by the seller’s attorney, and released at closing, or if the deal terminates under the financing contingency provision.

It is not necessary to sign the contract in person, or for the parties to sign simultaneously, or even for a physical signed document to be delivered. A fax or pdf of the signed contract from either party can be delivered to the other party, and the pages are assembled to make the final contract. However, the funds must be delivered either with a physical check or by wire transfer.

The check for the contract deposit can be a personal check (a bank check is not required at this stage). It should be delivered to the purchaser’s attorney, who will deliver it to the seller’s attorney. It should be made payable to the seller’s attorney, as Escrow Agent.

The contract will consist of a few documents, all of which need to be signed – the form contract, the seller's rider, the purchaser's rider, and a lead-paint disclosure form. Go through all the pages carefully and double-check to make sure you've signed them all. It's easy to miss places.

When you sign the contract, it's a good idea to write in the date of your signature next to each signature. But do not write in the date at the top of the contract. That will be done by the attorney once all parties have signed.

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Between Contract and Closing

After the contract is signed, the seller can sit back for quite a while, while the purchaser gets a lot of things done. If you're the seller, we might not need to speak with you for several weeks at this stage.

These are the things that the purchaser has to do:

- **Title / Lien Search.** This is a process of due diligence that occurs after the contract is signed, and explained in Section 3 and Section 9 of this booklet.
- **Loan Application.** If you are applying for financing, you will complete and submit your loan application with a copy of the signed contract. You should start the process well in advance of the contract signing, to ensure that it's moving along smoothly. Be mindful of the time period stated in the contract for the financing contingency – it's usually between 30 and 45 days. This is a very serious deadline, which you should put on your calendar. If you don't have your loan approval within the specified time frame, you could be stuck in a deal that you don't have the money to close. A failure to close will result in the loss of your contract deposit.
- **Coop / Condo Application.** Coops have complete power to approve or reject a proposed transaction, while condos have a much more limited ability to block a deal. For both, however, an extensive application is usually required. It is your broker's job to prepare the application, and this must be done within the time frame stated in the contract (usually 10 days after the contract date). If you are applying for a loan, the coop / condo application is typically due three days after you receive your loan commitment. As such, you should prepare the package in full while the loan application is pending, so that you're ready to go as soon as the commitment comes in.

The board of a coop or condo will review the application in due course. Some boards review them promptly as they come in, others only review them at their monthly meetings. Your broker will be in the best position to find out when your application is likely to be reviewed.

- **Coop Interview.** A coop purchaser must usually appear for an interview with the board. Your broker will prepare you for this unique experience. The final approval of the transaction usually follows within a day or so after the interview.
- **Condo Waiver.** When a condo approves a transaction it delivers a document known as a Waiver of the Right of First Refusal. This signifies the condo's decision not to use its limited power to block the transaction.

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Loan Documents and Deadlines

Before you submit a complete loan application, you might provide limited information to a lender and receive a **Pre-Approval Letter**. This is a statement from the bank that you are likely to be approved for a loan of a certain amount, once you have made a complete application and if you are then approved in their formal underwriting process. It is not a guarantee that you will receive the funds, but it is a vote of confidence by the bank, which will enable you and other parties to have a realistic idea of what funds you can obtain and what properties you can afford to purchase.

After you submit a complete loan application, the goal is to receive a **Commitment Letter**, which is the bank's formal statement that they will lend you a specified amount on the terms stated in the letter.

When you receive a Commitment Letter, you should:

- Check it carefully to ensure that the loan amount, the interest rate and all other terms are what you expect them to be.
- Send a copy of it to your attorney right away, and let your broker know that you've received it.

The Commitment Letter will probably state two deadlines, which you should find and put on your calendar, and of which you should inform your attorney and broker:

- An expiration date for your **rate lock**. This is the time frame in which the bank will promise you the stated interest rate. This is a very important deadline, as the rate could rise if you fail to close the transaction by that date. It is occasionally possible to extend the rate lock by paying a fee to the bank, but this is often expensive and is not always an available option. Note, however, that it is not necessary to close in advance of the deadline. Many closings occur on the deadline date itself, and that's completely fine.
- An expiration date for the Commitment Letter itself. This is a less onerous deadline, and it usually means that some item of information would need to be updated at that date – e.g., the bank might want to see your most recent paystubs, and might need new ones if the original ones you provided get to be more than 60 days old.

A **Good-Faith Estimate** or **Closing Disclosure** ("CD") is a federally-mandated statement that the bank prepares, to inform you of the details of the financial commitment that you are making. You should check it carefully to make sure that it conforms to your expectations, and that you are able to meet the obligations it sets forth. The closing costs stated in these documents are based on the bank's information for typical transactions, and may not precisely reflect the costs of your transaction. In particular, national banks do a poor job of estimating costs for coop transactions, which occur almost nowhere other than NYC. As such, the bank's numbers for closing costs may differ from the numbers that we provide to you. The numbers that we calculate will ultimately be more accurate, but please understand that the final numbers are often known only in the last days before the closing.

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Title Insurance and Post-Contract Due Diligence

When you purchase a property from another person, you assume that that person is the owner of the property. It's a really important assumption, because a person can't sell what she doesn't own. So we don't rely on an assumption. The purchaser's attorneys do further, post-contract-signing due diligence to check on the ownership by ordering a **title search**. They also check on other kinds of claims to the property, such as liens from any lenders for whom the property is collateral (e.g., a mortgage lender) or liens from any contractors who worked on the property and weren't fully paid. For example, you might know that the seller has a mortgage, but you might not know that she also has a home equity credit line. All of these legal issues are known as matters of "**title**" to the property. The post-contract-signing diligence efforts are focused on discovering the exact condition of the property's legal title.

It is customary for a purchaser of a condo or a house to obtain a policy of **title insurance** to protect her interest against any defect in title. The title insurance company conducts the title search so that all issues can be ironed out prior to closing, and the insurance is obtained to add a layer of protection, in case anything comes to light after closing. There is no requirement for a purchaser to obtain title insurance, but it is almost universally done. It is without question the standard and prudent course of action. We recommend very strongly that all purchasers of a condo or a house obtain title insurance.

Note that any time you take a mortgage the lender will require you to obtain title insurance to protect its interest in the property. It remains optional to obtain a policy to protect your own interest, but the bank's coverage will be obligatory – and it will only protect the bank, not you.

In the purchase of a coop, you must perform a **lien search**, which is analogous to a title search for a condo or a house. It is not customary, however, to obtain title insurance – this is because the issuance of the stock certificates for ownership of shares in a coop is tightly controlled by the coop management, unlike deeds for real property, which can be riddled with errors or fraud that are not controlled by the property records office. Title insurance for coops is available, but it is commonly used only in certain circumstances. One such circumstance is when the seller has lost her stock certificate or other ownership documents – in such cases, the coop itself will most likely require the seller to pay for a title insurance policy to protect the coop's interest in the property. Coop title insurance may also be obtained when the property is purchased from the estate of a deceased person, or when the property is legally distressed by the seller's bankruptcy or mortgage foreclosure. In these cases, it is possible that other parties may have an interest in the property that has not been recognized; the title insurance protects against any claims that they may bring at any time in the future.

When you are the seller you will receive a copy of the purchaser's title or lien search, and if there are any outstanding issues you will probably have to resolve them. Naturally, you will have to close out any mortgages or equity lines that you have on the property. But beyond that, it's possible that the old mortgage that you refinanced years ago – or a previous owner's old mortgage – might still be officially on the record, in which case your attorney will have to contact the old bank and arrange for the record to be cleared. The contract addresses more unusual issues of title, which you may or may not be obligated to settle.

The price of title insurance is based on the sale price of the property, and is determined by a formula that is dictated by law. As such, every title insurance company would charge the same price for a policy on a given transaction. The purchaser's attorney usually selects the title insurance company based on his existing professional relationships. The premium for the title policy is paid only once – not annually like other insurance policies – and usually costs one percent of the purchase price or less. Most purchasers find it a very tolerable and worthwhile investment.

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Arranging the Closing

The process of arranging the closing differs greatly between a condo and a coop.

For a condo, the closing can be arranged immediately after the Waiver is delivered. Most condos do not require a member of its management staff to be present for the closing, so the closing can be arranged at any time and place that is convenient for the purchaser and seller and their attorneys. The closing often occurs within a few days after the Waiver is issued. A representative of the purchaser's title insurance company will be present and will serve as an informal master of ceremonies to ensure that all details are addressed.

For a coop, the process is much more complex. The coop's managing agent must always be involved in the closing, so it must be done at their office and at their convenience. The managing agent will often have a crowded schedule, and all the other parties must accommodate the agent. As such, the process of scheduling the closing is often fairly cumbersome. A coop closing usually occurs about two weeks after the board's approval comes through.

When there's a loan, the process is also more complex, because the lender must produce all the loan documents and arrange for its representative to attend the closing. In addition to working within the bank representative's schedule, the bank has internal processes that must be completed before it is "clear to close". The clearance to close may take several days after the condo or coop approval is issued.

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Closing

In the final days before the closing, the condo or coop, and the mortgage lender, will circulate their final numbers for closing costs, and the attorneys will reach a consensus on the final amounts that are owed by each party to the other. Each attorney will inform his client of these numbers.

It is unfortunately not usually possible to calculate the final amounts that will change hands until the last day or two before the closing – occasionally the final numbers are delivered less than 24 hours before the closing. This is because coop and condo management offices, and banks, do not calculate their numbers any further in advance, and because the allocation of common charges and other amounts between the purchaser and seller can only be determined once the closing date is set.

At closing, the contract deposit will be applied to the final amount owed to the seller, and the purchaser will have to bring the full balance of the purchase price to closing, in the form of **bank checks**. The purchaser should make sure to liquidate adequate funds at least a week in advance of the closing, and should allow time on the day of the closing, or the day before, to go to the bank to obtain the bank checks.

On the morning of the closing, or the day before, the purchaser will do a **final walk-through**, usually accompanied by her broker, to review the condition of the property. As noted above in the "Condition of the Property" section, it is very desirable that all issues relating to the condition of the property be resolved well in advance of the closing. If any new issues are discovered, they should be reported to the attorneys immediately, so they can attempt to resolve them before closing. You should provide as much detail as possible, such as photos of any condition requiring repair. The most common ways to resolve issues like this is for the seller to provide funds for the purchaser to make the repair, or to put funds in escrow to cover a repair performed by a contractor selected by one party or the other.

Again, such disputes can be highly contentious, so it is incumbent on both purchaser and seller to inspect the property in full detail far in advance of the closing, to ensure that the property is in acceptable condition for closing.

The seller must have fully vacated the property before the closing, unless the parties have entered into a written agreement for post-closing occupancy. It is not ok to finish moving out after the closing. The move-out must be done carefully; the seller will be responsible for any damage caused in the move-out. Note that the building is likely to impose a move-out fee (for use of the freight elevator and staff) and a move-out deposit (to cover any damage occurring in the move-out, refundable when finished).

The seller must be prepared to pay the following items:

- New York City real estate transfer tax – equal to 1.0% of the purchase price, if under \$500,000, and 1.425% of the purchase price if \$500,000 or more;
- New York State real estate transfer tax – equal to 0.4% of the purchase price;
- Condo or Coop “**flip tax**” – An internal condo / coop charge, informally called a “tax”, usually equal to a percentage (often 2-3%) of the purchase price or a percentage of the gain in property value since the seller’s original purchase. The flip tax is usually imposed on the seller, but is occasionally split between the parties or paid by the purchaser. Note as well that in buildings that were originally subsidized developments, the flip tax may be very high, in the range of 20-30%.
- Broker commissions;
- Miscellaneous condo/coop administrative charges, legal fees and other costs.

Note that the seller’s charges can often be paid from the contract deposit funds that are held in escrow by her attorney.

The remaining balance of the contract deposit constitutes part of the proceeds that go to seller at the closing. When we represent the seller and hold the funds in escrow, it is our practice to deliver the final balance within a few days after the closing, so that we can do a final review of all calculations and ensure that all amounts have been properly paid and settled.

The purchaser must be prepared to pay the following items:

- The New York State “**mansion tax**” – applicable only to transactions with a purchase price of \$1,000,000 or more; equal to 1% of the purchase price;
- Miscellaneous condo/coop administrative charges, legal fees and other costs.

These charges are separate from and in addition to the amounts owed to the seller, so they must be paid out-of-pocket by purchaser. For this reason, the purchaser should have liquid funds available in the bank and should **bring a checkbook** to the closing. Large amounts (usually those over \$1,000) must be delivered by bank check, rather than personal check.

The following items will be apportioned between the seller and purchaser, and will be calculated (usually on a per-diem basis) as an adjustment of the final amount owed by the purchaser to the seller:

- Condo / monthly maintenance coop charges;
- Municipal real property ownership taxes (for a condo or house, not for a coop);
- Sometimes other items, such as heating oil or utility bills.

The documents that will be signed at closing include:

- Transfer tax forms;
- Ownership transfer documents – deed, or coop documents;
- Title affidavits;
- Loan documents.

The closing usually takes about two hours. There is usually plenty of amiable conversation while everyone waits for documents to be signed, exchanged and copied, though you are welcome to bring reading material to pass the time. Among the documents exchanged at the closing are those that document the purchaser's ownership of the property—for a condo or house, this is the **deed**; for a coop this is the **stock certificate** and **proprietary lease**.

At the end of the closing, all parties receive a full copied set of the transaction documents, including copies of all the checks that have changed hands. It's fine to receive copies of everything, since almost none of the physical originals have legal significance. The exception to this are the coop stock and lease documents. A purchaser buying in cash must hold these documents securely and deliver them when the property is sold; when there is a mortgage, these documents go to the bank, as collateral for the loan.

It is our practice to assemble your documents into a single pdf for your future reference, and for our files. We will send this to you a few days after the closing.

Notes

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