

**FILE COPY****SIDRANE & SCHWARTZ-SIDRANE, LLP**  
**ATTORNEYS AT LAW**STEVEN D. SIDRANE\*  
KAREN SCHWARTZ-SIDRANEARUN PERINBASEKAR  
MICHAEL LITTMAN\*Member of the NY & NJ Bar  
We do not accept service of papers by facsimile or email119 NORTH PARK AVENUE, SUITE 201  
ROCKVILLE CENTRE, NEW YORK 11570  
516-569-9539  
FAX 516-569-9560  
Email: [Sidranelaw@gmail.com](mailto:Sidranelaw@gmail.com)

November 30, 2015

Certified Mail, Return Receipt Requested  
& regular mailHeidi Chua  
70 South Elliot Place, 3<sup>rd</sup> flr front with alcove  
Brooklyn, New York 11217

RE: Sublet Request

Dear Ms. Chua:

This office is in receipt of your sublet request which was forwarded to this office by Melvin Berg, the executor for the Estate of Arthur Gassner, the former owner of the property. On September 3, 2015, the premises were sold to one Judith Grunbaum. This office is counsel for Mrs. Grunbaum.

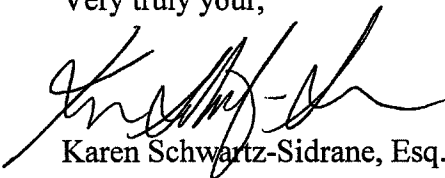
Pursuant to Section 226-b of the Real Property Law, an owner is permitted to seek further information regarding a sublet request if such request is sent within ten (10) days of the tenant's initial request. Your letter is dated November 18, 2015. This letter is being postmarked to your attention on November 30, 2015. Since the ten (10) days expired on Saturday, November 28, 2015, the next business day—namely November 30, 2015-- is the last day to make such request.

Please note, you cannot enter into a binding sublet agreement prior to the owner's consent.

Annexed please find the standard sublet questionnaire. Please return the questionnaire to this office.

If you have any questions, please do not hesitate to contact the undersigned.

Very truly your,

A handwritten signature in black ink, appearing to read 'Karen Schwartz-Sidrane', written over a horizontal line.

Karen Schwartz-Sidrane, Esq.

cc: Judith Grunbaum  
GPS Capital, attention: Lipa Zicherman

**APPLICATION TO SUBLEASE TENANCY**

**PLEASE PROVIDE ANSWERS TO ALL OF THE BELOW ENUMERATED QUESTIONS: ALL QUESTIONS ARE TO BE ANSWERED FULLY AND COMPLETELY;**

1. Name and address of current tenant(s) (including apartment no.)  
\_\_\_\_\_
2. Date on which current tenants(s) took occupancy of apartment:  
\_\_\_\_\_
3. Is the current tenant(s) presently in physical occupancy of the subject apartment (YES/NO). If tenant(s) are not in current physical occupancy of the apartment, indicate how long you have been out of occupancy/ and where tenant(s) has resided during such period (provide address, apartment and telephone number):  
\_\_\_\_\_
4. During your tenancy has tenant(s) resided anywhere other than the subject apartment? If yes, please provide all addresses and periods of non-residence in the subject apartment:  
\_\_\_\_\_
5. Have you previously sublet the apartment within the last four years? If so, state each sublet, the name of each subtenant, the term of each sublease/ and the rental charged to each subtenant:  
\_\_\_\_\_
6. Do you have any roommates, other than named tenant(s) listed on the lease, in physical occupancy of the apartment?  
\_\_\_\_\_
7. Does any person(s), other than a named tenant listed on the lease, have access to the apartment. If yes, please provide the names of all such persons:  
\_\_\_\_\_
8. Is tenant(s) registered to vote? (Yes/No). If yes, where registered? (Provide address recited on voter registration card). Also, provide date on which tenant(s) registered to vote and the dates and election in which tenant {s) last voted:  
\_\_\_\_\_
9. During your tenancy in the subject apartment, has tenant(s) been registered to vote or has tenant(s) voted from an Election District other than the District wherein the apartment is located? If yes, please explain in detail:  
\_\_\_\_\_

10. Does tenant (s) have a driver's license and/or automobile registration? If so, please provide address recited on any currently effective driver's license and/or registration, and current driver's license number:  

---
11. During your tenancy in the subject apartment, has tenant(s) had a driver's license and/or automobile registration reciting an address other than the subject apartment? If yes, please explain in detail:  

---
12. Provide current tenant's (s) Social Security Number (s):  

---
13. Has tenant(s) filed a New York State and New York city Resident Income Tax Return for the most recent calendar year ending December 31. If "Yes", what address(es) is recited and on what date was the return filed? If "No" or if any other address(es) other than the subject apartment was used, please explain:  

---
14. If tenant(s) filed a New York State Tax Return for the most recent calendar year ending December 31, did you pay New York City Resident taxes (Yes/No)? If "No", please explain:  

---
15. Has tenant(s) filed a New York State and New York City Resident Income Tax Return for the calendar year ending one year prior to the most recent December 31? If "Yes", what address(es) is recited and on what date was the return filed? If "No", or if any other address(es) other than the subject apartment was used, please explain:  

---
16. If tenant(s) filed a New York State Tax Return for the calendar year ending one year prior to the most recent December 31, did you pay New York City Resident taxes (Yes/No)? If "No", please explain;  

---
17. During your tenancy in the subject apartment, has tenant(s) ever filed any tax returns (Federal or any State) reciting an address other than the subject apartment? If yes\* please give details}  

---
18. Please provide telephone number(s) where tenant(s) can presently be reached during the day and, if different, during the evening?  

---
19. Is tenant(s) currently a named lessee(s) on any lease for residential property, apart from the subject apartment?  

---

20. During your tenancy, has tenant(s) filed any public documents with any government agency or subdivision reciting an address other than the subject apartment? If yes, please give details:

\_\_\_\_\_

21. Do(es) tenant(s) have an interest in any other residential property? (Yes/No). If so, list the date of lease or deed, the premises concerned, the date you commenced occupancy thereunder and the number of days you occupied such premises during the last twelve months?

\_\_\_\_\_

22. Do(es) tenant(s) intend to reoccupy the subject apartment immediately upon the expiration of the proposed sublease as your primary residence? If not please explain in detail:

\_\_\_\_\_

23. Please provide address(es) and telephone number(s) of residence where tenant(s) will be residing during the term of the proposed sublease. If tenant(s) will not be residing in one residence during the term of the proposed sublease, please provide a list of the addresses and telephone numbers and the dates Of tenant(s) anticipate residence where tenant(s) will reside during the term of the proposed sublease:

\_\_\_\_\_

24. Is tenant(s) currently employed? If yes, please list name, address and telephone number of employer(s)?

\_\_\_\_\_

25. Is tenant(s) a citizen(s) of the United States? If no, from what country is Passport(s) issued?

\_\_\_\_\_

**DETAILS OF PROPOSED SUBTENANCY:**

QUESTIONS "26" THROUGH "35" ARE TO BE ANSWERED BY EACH CURRENT TENANT OF THE SUBJECT APARTMENT:

26. Term of sublease, name(s) of proposed subtenant(s) and rent to be paid by subtenant(s):

\_\_\_\_\_

27. Name of any other occupants to occupy apartment during period of sublet:

\_\_\_\_\_

28. Permanent home address of proposed subtenant(s). If home is rented, please give expiration date of lease, if any:

\_\_\_\_\_

29. If sublease is being requested by current tenant(s) for employment reasons, state name,

address and phone number of current tenant's (co-tenant's) present employer and/or place of business and name/ address and phone number of current tenant's (co-tenant's) employer during term of proposed sublease:

---

30. If sublease is not being requested for reasons of employment, indicate the specific reason why sublease is being requested;

---

31. Is the apartment being sublet as fully furnished by prime tenant(s)? (Yes/No). If so, please attach a complete list of furnishings to be provided pursuant to proposed sublease:

---

32. Is there any written agreement between the tenant (s) and proposed subtenant (s) with respect to furnishings. If so, please attach:

---

33. Specify the amount, if any, which subtenant (s) will pay to prime tenant (s) in connection with furnishings?

---

34. Do you contemplate any extension or renewal of the proposed sublease, following its expiration?

---

35. Have you made any changes to the sublease agreement previously supplied with your initial request? If so, enclose a copy of any amended sublease agreement:

---

**BACKGROUND AND QUALIFICATIONS OF PROPOSED SUBTENANT(S)**

**THE FOLLOWING QUESTIONS PERTAINING TO THE PROPOSED SUBTENANT(S) ARE TO BE FILLED OUT BY THE CURRENT TENANT AND CO-TENANT) OF THE SUBJECT APARTMENT, AFTER CONSULTATION WITH THE PROPOSED SUBTENANT (S)**

36. State name, address and phone number of proposed subtenant('s)(s') present employer or place of business:

---

37. Will subtenant(s) continue to be employed there during period of sublease?

---

38. Why is sublease being requested by subtenant(s) (employment, vacation, etc.)?

---

39. Do (es) the subtenant(s) own or rent any real property or apartment? If so, list addresses:

\_\_\_\_\_

40. Former address(es) of subtenant(s) during last five (5) years:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

41. Years at each former address(es) during last five (5) years:

\_\_\_\_\_

42. Name, address and telephone numbers of landlord(s) during last five (5) years:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

43. Reason for vacating each address during last five (5) years:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

44. Subtenant's Marital Status:

**MARRIED / UNMARRIED / SEPARATED / SINGLE**

\_\_\_\_\_

45. Number of dependents:

\_\_\_\_\_

46. Ages of dependents:

\_\_\_\_\_

47. Name and address of employer(s); also give position/title and type of business:

\_\_\_\_\_

48. Years on this job/self-employed (please circle one and explain):

\_\_\_\_\_

49. Social Security No(s):

\_\_\_\_\_

50. Names of all persons who will occupy subject apartment during period of proposed subtenancy:

\_\_\_\_\_

51. Gross monthly income (please complete the following):

Item	Sublessee	Co-Sublessee	Total
Base employment income	\$	\$	\$
Overtime			
Bonuses			
Commissions			
Dividends/Interest			
Net Rent Income			
Other Income			
TOTAL	\$	\$	\$
			YEARLY AMOUNT

Describe other income: \_\_\_\_\_ \$  
(If you are proposing more than two co-occupants of the subject apartment, please attach an additional page listing all data pertaining to additional occupants:

**IF EMPLOYED IN CURRENT POSITION FOR LESS THAN TWO YEARS,  
PLEASE COMPLETE QUESTION 52 :**

52. (a) Previous employer/school: \_\_\_\_\_
- (b) City/State: \_\_\_\_\_
- (c) Type of Business: \_\_\_\_\_
- (d) Position/Titles \_\_\_\_\_
- (e) Dates from/to: \_\_\_\_\_
- (f) Monthly Income: \_\_\_\_\_

53. Are all of the proposed subtenant(s) citizens of the United States? (Yes/No). (Please circle one). If no, from what country is passport issued?  
\_\_\_\_\_

54. Are any of the proposed subtenant (s) in the United States pursuant to a Visa? (Yes/No). (Circle one). If yes, please give purpose and expiration date of Visa:  
\_\_\_\_\_

55. Do any of the proposed subtenant(s) have outstanding judgments against them? (Yes/No). (Please circle one and explain):  
\_\_\_\_\_



56. Have any of the proposed subtenant (s) had property foreclosed upon or given title or deed in lieu thereof: (Yes/No), (Please circle one and explain):

\_\_\_\_\_

57. Are any of the proposed subtenant (s) a party in a lawsuit? (Yes/No). (Please circle one and explain):

\_\_\_\_\_

58. Are any of the proposed subtenant(s) obligated to pay alimony, child support, or separate maintenance? (Yes/No). (Please circle one and explain):

\_\_\_\_\_

59. Checking and savings accounts of proposed subtenant(s) (show name of institutions, branch where located, account number and account name, if in name other than proposed subtenant):

\_\_\_\_\_

60. Stocks and bonds (please identify issuer, number of shares, cash or market value (account name, if in name other than that of proposed subtenant or assignee);

\_\_\_\_\_

61. Charge cards {please list all cards, including cards issued by banks, stores, etc.):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

62. All loans, mortgages and debts (please specify full amount of loan, name of lending institution, monthly payment and months left to pay, unpaid balance):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

63. Major assets (itemize):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby acknowledge that the information provided above is accurate and complete to the best of my knowledge. I attached a copy of the proposed sublease agreement which both the proposed subtenant(s) and I have signed. This agreement states that it is subject to the consent of the Landlord. I have no agreement or understanding with the proposed subtenant(s) , nor do I expect to receive any payments or deposits from the subtenant(s) except as stated in this sublease agreement.

I understand that under the Rent Stabilization Code, where applicable, the rent on my apartment may be increased during the sublease term. I understand that the landlord will rely on the information provided in this application, and on other information requested, in deciding whether or not to grant the request to sublease my apartment.

DATE: \_\_\_\_\_  
Signature of Tenant

DATE: \_\_\_\_\_  
Please Print Name

DATE: \_\_\_\_\_  
Signature of Co-Tenant

DATE: \_\_\_\_\_  
Please Print Name

DATE: \_\_\_\_\_  
Signature of Proposed Subtenant

DATE: \_\_\_\_\_  
Please Print Name

DATE: \_\_\_\_\_  
Signature of Proposed Co-Subtenant

DATE: \_\_\_\_\_  
Please Print Name

PLEASE NOTE: If more than two (2) co-occupants are being proposed, have such additional persons sign and print name below).

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
*Stephanie Rudolph*  
*Urban Justice Centre*  
*123 William St. 16th Fl.*  
*New York, N.Y. 10003*



2. Article Number (Transfer from service label)  
 7015 0640 0007 6186 5385

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X *[Signature]*  Agent  Addressee

B. Received by (Printed Name) *Mysal Rosado*  
 C. Date of Delivery *1/14*  
 D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Insured Mail
  - Insured Mail Restricted Delivery (over \$500)
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053.

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<b>NEW OFFICIAL USE</b>	
Certified Mail Fee	\$3.45
<b>Extra Services &amp; Fees (check box, add fee as appropriate)</b>	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 0.00
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	N/A
Postage	\$0.49
<b>Total Postage and Fees</b>	<b>\$4.74</b>

Sent to *Stephanie Rudolph*  
 Street and Apt. No. or PO Box No. *Urban Justice Centre*  
 City, State, ZIP+4® *123 William St. 16th Fl. N.Y. NY 10003*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

5385 9879 2000 0490 5102

0570  
 13 Postmark Here  
 12/30/2015

**FILE COPY****SIDRANE & SCHWARTZ-SIDRANE, LLP**  
**ATTORNEYS AT LAW**STEVEN D. SIDRANE\*  
KAREN SCHWARTZ-SIDRANEARUN PERINBASEKAR  
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Email: [Sidtranelaw@gmail.com](mailto:Sidtranelaw@gmail.com)

December 29, 2015

*By Certified Mail and First Class Mail*Stephanie Rudolph  
Urban Justice Centre  
123 William Street, 16<sup>th</sup> Floor  
New York, New York, 10003RE: Sublet Request by Heidi Chua for  
70 South Elliot Place, Brooklyn, New York

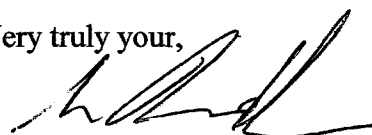
Dear Counselor:


Our office is in receipt of your correspondence dated December 24, 2015 with the new proposed one year sublease agreement annexed. As you are further aware, by correspondence dated December 15, 2015, the request to sublet was rejected. At this time, this office, on behalf of the owner, reiterates its refusal to provide consent.

While your correspondence purports to address concerns raised by the Owner, the issue remains that there is nothing offered by Ms. Chua regarding her intent to return to the subject premises. While you have provided a sublet agreement with a one year term and provided some explanation as to the reason for the sublet ("Ms. Chua wishes to move closer" to her inlaws- as they grapple with age-related health crises"), no explanation is provided regarding when Ms. Chua plans to return. Your correspondence does not state that Ms. Chua will return upon the termination of the sublease agreement, in fact, no statements are made regarding Ms. Chua's return to the apartment. The indefiniteness of Ms. Chua's subletting of the apartment remains. In short, Ms. Chua has failed to establish that her circumstances would be any different at the end of the sublease and/or that she would reoccupy the premises.

The owner remains willing to release Ms. Chua from any obligations to the subject premises, effective immediately, with no penalties.

Very truly yours,

  
Arun Perinbasekar, Esq.cc: Judith Grunbaum  
GPS Capital, attention: Lipa Zicherman

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <p><b>X</b></p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span></p>
<p>1. Article Addressed to:</p> <p><i>Stephanie Rudolph Urban Justice Centre 123 William St 16th Fl. New York, N.Y. 10003</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
 <p>9590 9401 0092 5168 7115 60</p>	<p>3. Service Type <span style="float: right;"><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™</span></p> <p><input type="checkbox"/> Adult Signature <span style="float: right;"><input type="checkbox"/> Registered Mail Restrict Delivery</span></p> <p><input checked="" type="checkbox"/> Certified Mail® <span style="float: right;"><input type="checkbox"/> Return Receipt for Merchandise</span></p> <p><input type="checkbox"/> Certified Mail Restrict Delivery <span style="float: right;"><input type="checkbox"/> Signature Confirmation™</span></p> <p><input type="checkbox"/> Collect on Delivery <span style="float: right;"><input type="checkbox"/> Signature Confirmation Restrict Delivery</span></p> <p><input type="checkbox"/> Collect on Delivery Restrict Delivery <span style="float: right;"><input type="checkbox"/> Insured Mail (over \$500)</span></p>
<p>2. Article Number (Transfer from service label)</p> <p>7015 0640 0007 6186 4029</p>	

PS Form 3811, April 2015 PSN 7530-02-000-9053

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Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 2.80
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restrict Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ N/A
<input type="checkbox"/> Adult Signature Restrict Delivery	\$ N/A
Postage	\$0.49
<b>Total Postage and Fees</b>	<b>\$6.74</b>

Sent to *Stephanie Rudolph - Urban Justice Centre*

Street and Apt. No., or PO Box No. *123 William St 16th Fl.*

City, State, ZIP+4® *N.Y. N.Y. 10003*

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12/16/2015

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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## SIDRANE & SCHWARTZ-SIDRANE, LLP ATTORNEYS AT LAW

STEVEN D. SIDRANE\*  
KAREN SCHWARTZ-SIDRANE

ARUN PERINBASEKAR  
MICHAEL LITTMAN

\*Member of the NY & NJ Bar  
We do not accept service of papers by facsimile or email

119 NORTH PARK AVENUE, SUITE 201  
ROCKVILLE CENTRE, NEW YORK 11570  
516-569-9539  
FAX 516-569-9560  
Email: [Sidranelaw@gmail.com](mailto:Sidranelaw@gmail.com)

December 15, 2015

*By Certified Mail and First Class Mail*

Stephanie Rudolph  
Urban Justice Centre  
123 William Street, 16<sup>th</sup> Floor  
New York, New York, 10003

RE: Sublet Request by Heidi Chua for  
70 South Elliot Place, Brooklyn, New York

Dear Counselor:

As you are aware, this office represents Judith Grunbaum the Owner of the subject premises, 70 South Elliot Place, Brooklyn, New York. As you are further aware, by letter dated November 18, 2015, your client, Ms. Chua requested permission to sublet. The Owner then sent, on November 30, 2015, by certified mail, return receipt requested, a questionnaire, pursuant to Real Property Law Section 226-b regarding the sublet. We are now in receipt of your correspondence dated December 10, 2015 in response to the questionnaire.

Upon review of your most recent correspondence and Ms. Chua's initial sublet request, the Owner now reasonably refuses to grant her consent to the proposed sublease for Shruti Parekh. The request is primarily denied as Ms. Chua has failed to provide for a definite time frame for the term of the sublease. Instead, Ms. Chua purports to offer a month to month sublease agreement, for an indeterminate time period, which is only subject to extension upon a month to month basis. Ms. Chua is not permitted to provide for an indefinite sublease without any indication when she plans to return.

Next, Ms. Chua indicates in her initial November 18, 2015 correspondence that she will be moving to 7 Avery Ct, Madison, New Jersey 07940 "for family reasons". Said reason is impermissibly vague. No time period is provided and no indication of when Ms. Chua will return is provided. In the December 10, 2015 correspondence, Ms. Chua maintains her position that the sublease will be for indeterminate time and that "Ms. Chua is leaving the area to care for family members in New Jersey". However, the address noted in the December 10, 2015 correspondence is completely different. Now Ms. Chua alleges she will live at 81 Fourth Street, South Orange, New Jersey 07079. The two addresses are approximately 15 miles away from each other. Ms. Chua's response as to the reason for subletting has been vague and Ms. Chua's new address is unclear.

Finally, Ms. Chua's initial request for permission to sublet is deficient on its face pursuant to Real Property Law Section 226-b. The notice was not properly delivered to the owner, fails to provide a definite term, and failed to provide sufficient explanation for the reason for subletting.

It is noted, Ms. Chua's position that the Owner's questionnaire's breadth results in a consent to the sublet request is without merit and not supported by case law or statute, including the cases cited to by you in your December 10, 2015 letter.

The Owner reasonably refuses to grant its consent to the proposed sublease because Ms. Chua has not demonstrated that she intends to re-occupy the subject premises as a primary residence upon the expiration of the proposed sublease. Section 2525.6(a) of the Rent Stabilization Code provides that in order to sublease an apartment, a tenant must:

"Establish that at all times he or she has maintained the housing accommodation as his or her primary resident and intends to occupy it as such at the expiration of the sublease."

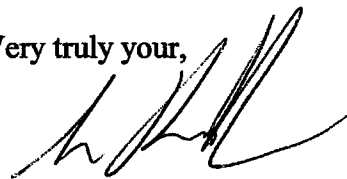
Section 226-b of the Real Property Law was designed to protect tenants, and not to assist tenants with establishing primary residence elsewhere and to hold an interest in the apartment for speculative investment.

Therefore, for the reasons stated above, the owner reasonably refuses to grant its consent to the proposed sublet.

The owner is willing to release Ms. Chua from any obligations to the subject premises, effective immediately, with no penalties.

Please direct all further correspondence related to the above matter to the undersigned.

Very truly your,



Arun Perinbasekar, Esq.

cc: Judith Grunbaum  
GPS Capital, attention: Lipa Zicherman

## **SUBLEASE AGREEMENT**

This Sublease Agreement (the "Sublease") is made effective as of January 01, 2016, by and between Heidi Chua ("Tenant"), and Shruti Parekh ("Subtenant"). Tenant has previously entered into a lease agreement with Arthur Gassner, whose estate is being managed by Melvin Berg since his death ("Landlord"). The Tenant now desires to sublet the leased property to the Subtenant and the Subtenant desires to sublet the leased property from the Tenant. Therefore, the parties agree as follows:

**PREMISES.** Tenant, in consideration of the sublease payments provided in this Agreement, sublets to Subtenant her room located on the street-side of the second floor of the SRO located at 70 S. Elliott Pl., Brooklyn, New York 11217 (the "Premises").

**TERM AND POSSESSION.** The term of this Sublease will begin on January 01, 2016 and will continue for one year. Subtenant is not responsible for finding a replacement upon the termination of his or her tenancy.

**SUBLEASE PAYMENTS.** Subtenant shall pay into escrow account sublease payments of \$300.00 per month, payable in advance on the first day of each month.

**NOTICE.** Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

**TENANT:**

Heidi Chua  
70 S. Elliott Pl.  
Brooklyn, NY 11217

**SUBTENANT:**

Shruti Parekh  
930 Prospect Pl. 1C  
Brooklyn, NY 11213

Such addresses may be changed from time to time by any party by providing notice to the other interested parties as described above.

**GOVERNING LAW.** This Sublease shall be construed in accordance with the laws of the State of New York.


**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.



Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**INCORPORATION OF PRIME LEASE.** This sublease is subject to all of the terms of the Prime Lease with the same force and effect as if each provision of the Prime Lease were included in this Sublease, except as otherwise provided in this Sublease. All of the obligations of Tenant under the Prime Lease shall be binding upon Subtenant. All of the obligations of Landlord under the Prime Lease shall inure to the benefit of the Subtenant. It is the intent of the parties that, except as otherwise provided in this Sublease, the relationship between Tenant and Subtenant shall be governed by the various provisions of the Prime Lease as if those provisions were included in this Sublease in full, except that the terms "Landlord," "Tenant" and "Lease" as used in the Prime Lease, shall instead refer to, respectively, "Tenant," "Subtenant" and "Sublease."

TENANT

 23 DEC 2015  
\_\_\_\_\_  
Heidi Chua

SUBTENANT

\_\_\_\_\_  
Shrutli Parekh

7015 0640 0007 6186 4302

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