



**STATE OF NEW YORK MORTGAGE AGENCY
PROPERTY SELLER'S AFFIDAVIT**

IT MAY BE A FEDERAL OFFENSE PUNISHABLE BY A MAXIMUM OF A \$5,000 FINE, TWO YEARS IMPRISONMENT, OR BOTH, TO KNOWINGLY MAKE A FALSE STATEMENT IN THIS AFFIDAVIT (TITLE 18 UNITED STATES CODE, SECTION 1014). IF THE BELOW PURCHASER(S) ARE MAKING AN APPLICATION FOR A MORTGAGE CREDIT CERTIFICATE, THE PENALTY FOR MAKING A FRAUDULENT STATEMENT IS (1) REVOCATION OF THE MORTGAGE CREDIT CERTIFICATE AND (2) A \$10,000 PENALTY PURSUANT TO 26 U.S.C.S. SECTION 6709. READ THIS AFFIDAVIT CAREFULLY TO BE SURE THE INFORMATION IN IT IS TRUE AND COMPLETE BEFORE SIGNING THIS FORM. PLEASE BE ADVISED THAT THE STATE OF NEW YORK MORTGAGE AGENCY HAS A POLICY OF INDEPENDENTLY VERIFYING THE INFORMATION YOU PROVIDE.

Purchaser(s): _____

Residence: _____

(I/We) have entered into a contract of sale with above Purchaser(s) to sell the above Residence. In order to finance the purchase from the undersigned of the Residence, which includes real estate and fixtures under New York law, the Purchaser(s) has applied for a mortgage loan ("Mortgage Loan") or a Mortgage Credit Certificate ("MCC") being provided by the State of New York Mortgage Agency ("SONYMA"). I/We hereby understand that:

1. Purchaser(s) are applying for a Mortgage Loan or an MCC subject to Section 143 of the Internal Revenue Code.
2. Section 143 of the Internal Revenue Code defines Acquisition Cost as the cost of acquiring a residence (which does not include property such as an appliance, a piece of furniture, a television, etc., which under applicable law is not a fixture), from the property seller as a completed residential unit and includes: (i) all amounts paid, either in cash or in kind, by the purchaser (or a related party for the benefit of the purchaser) to the property seller (or a related party for the benefit of the property seller) as consideration for the residence; (ii) if a Residence is incomplete, the reasonable cost of completing the Residence (including whether or not the cost of completing construction is to be financed by a Mortgage Loan); (iii) if a Residence is purchased subject to a ground lease, the capitalized value of the ground rent computed at a discount rate established by SONYMA; (iv) cost of land owned by Mortgagor for less than two years; and (v) for a unit being purchased in a cooperative project, the pro rata portion of the underlying mortgage allocable to the cooperative unit must be added to the cost of the shares of stock.

Based on the above understandings, (I/we) hereby certify that the Acquisition Cost of the Residence, completed in accordance with 2. above is \$_____.

Signed, Sealed and Delivered on this
_____ day of _____, _____

In the Presence of:

Notary Public

L.S. _____
Property Seller

Notary Public

L.S. _____
Property Seller

NOTE: If this document is executed by a Power-of-Attorney on behalf of the Property Seller(s), this document shall be considered a certification, and not an affidavit.